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AGREEMENT

HOUGHTON LAKE COMMUNITY SCHOOLS
BOARD OF EDUCATION

and

HOUGHTON LAKE EDUCATION ASSOCIATION
(MEA/NEA)

July 1, 1998

June 30, 2002

Houghton Lake Community Schools

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, 1998 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".

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified classroom teachers, psychologists, social workers, 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.

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 code 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, 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 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 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 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.

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).

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.

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 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, including telecommunications 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 overpayment.

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.

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; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the teacher's wages and remit same to the Association. 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, within a reasonable period of time following deduction.

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. All teachers who were covered by this agreement or a predecessor agreement prior to July 1, 1977, and who did not pay Association dues or service fees during the 1987-88 school year will not be required to pay Association dues or service fees for the duration of their employment within this bargaining unit.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 October and ending in June 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.

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 six and three-fourths (6 3/4) 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, discipline, well being, or welfare of students.

B. All teachers shall be entitled to a duty free uninterrupted lunch period of at least forty (40) minutes. Prudenville shall be an average of forty (40) minutes.

C. All teachers will have the option of leaving at the students' early dismissal time on the following 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. 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.

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 adequate typing, duplicating, stenciling and mimeographing facilities, and access to a computer and printer, 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.

E. Under no conditions shall a teacher be required to drive a school bus as part of his 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 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 aides and will consult with the teacher(s) involved prior to placing of an aide in a teacher's classroom. The administration shall annually review placement of aides 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 open house which is held during the day prior to the start of the school year.

ARTICLE VII - PREP TIME

A. The Administration shall provide High School and Middle School teachers a minimum average of two hundred twenty five (225) minutes per week for preparation and conference time.

B. Elementary prep time shall be provided for kindergarten through fifth grade two hundred fifteen (215) minutes per week with the minimum of thirty (30) minute segments.

C. 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.

D. Recess may also be blocked to include longer periods of time such as:

Collins & Merritt: 1 - 15 minute and 1 - 25 minute recess

Prudenville: 1 - 30 minute or 2 - 15 minute recess (es)

E. 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 either relieve the teacher of the duty to attend the assembly or scheduled activity or compensate the teacher for loss of the prep time. Compensation will be based upon the substitute teacher/per class rate in Schedule B.

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 numerated in Schedule B and summer school courses shall not be obligatory, but shall be with the consent of the teacher. Certificated personnel may request consideration for special assignments. 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); Reference arbitration #54-39-2261.

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. This section shall not be construed to restrict the Board's discretion regarding the aforementioned factors.

ARTICLE IX - VACANCIES AND TRANSFERS

A. A vacancy shall be defined for purposes of this Agreement as: A position within the bargaining unit presently unfilled because it was 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 165 work days. An administrative position which is unfilled because it was newly created or because of the permanent separation of the administrator formerly in the position shall also constitute a vacancy. However, the Board's decision regarding whether to fill an administrative position or the selection of an individual to fill an administrative position shall be final and not subject to the grievance procedure.

1. Vacancies shall be posted on a designated bulletin board in each district building along with a copy of such posting to the Association. 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 teachers when the candidate (s) from within the bargaining unit are equally or better qualified than outside candidate(s). When selecting between candidates from within the bargaining unit for bargaining unit vacancies, experience, qualifications, certification and seniority shall be compared in making the determination.

2. 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 during the school year, 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. Unless otherwise required by law, a person employed to temporarily fill a vacancy for the remainder of a school year shall have no rights under this agreement or to continued employment.

4. The Association shall be notified by the Board within seven (7) days of the filling of any teaching vacancy.

5. A vacancy need not be posted if the Board in its discretion determines the vacancy should instead 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. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, and filed with the Superintendent. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. If the transfer cannot be made, the requesting teacher shall be notified in writing. Such requests shall be renewed once each year to assure active consideration by the Board.

2. 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.

3. 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.

4. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE X - SENIORITY AND LAY OFF PROCEDURES

A. Seniority shall be defined as the length of continuous service with the Houghton Lake Community Schools Board of Education.

1. Leaves of absence granted pursuant to this contract 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 prepared by the employer annually and provided to the President of the Association 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 provided in writing to the Association and 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 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 hereto, 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. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:

a. 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.

3. 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 for the vacancy in question. Recall rights under this article shall end at the same time as the rights to recall under the tenure act.

E. When economic or space considerations require the implementing of radical schedules or programs, including "split" sessions, which affect the working hours or teaching conditions the Board shall consult with the Association regarding areas affecting its members.

In the event that "split" sessions are instituted, shift assignments will be determined in the following fashion:

1. Tenure teachers shall be given preference of assignment before probationary teachers.

2. Tenure teachers shall be given preference of assignment based upon seniority as defined in Article X, Paragraph A.

F. In the event of layoff, laid off teachers will be given priority on the substitute list and paid at the substitute rate.

G. The certification of a teacher to be laid off shall be the certification on file with the Board at the time the notice of layoff is sent. The certification of a teacher to be recalled from layoff shall be the certification on file with the Board at the time the notice of recall from layoff is sent. 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.

H. 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.

I. 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.

J. 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.

K. This Article and the layoff and recall procedures contained in this Article shall be subject to the Michigan Teachers' Tenure Act. In the event there is any conflict between this Article and the Michigan Teachers' Tenure Act, the tenure act shall prevail.

L. Any teacher on layoff from the Houghton Lake Community Schools shall continue to accrue years of service to be applied toward the longevity pay scale of the salary schedule.

ARTICLE XI - ILLNESS OR DISABILITY

A. All teachers absent from duty on account of personal illness or any other approved reason shall be allowed full pay as follows:

Teachers hired before July 1, 1995 shall be credited with 15 days sick leave at the start of the school year. If, by the end of each year, the teacher has not exhausted those 15 days, the teacher's sick leave bank shall be credited with any remaining days plus an additional 20 days cumulative to a maximum of 165 days.

Teachers hired after July 1, 1995, shall be given 15 days sick leave per year. The maximum accumulation of sick days shall be 165 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.

3. Death in immediate family (immediate family for death shall be interpreted as husband, wife, father, mother, son, daughter, brother, sister, grandchildren and similar-in-laws)

D. 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 in 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.

E. 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.

ARTICLE XII - PERSONAL BUSINESS

A. Each teacher shall be entitled to three days per year for personal business, with no reduction in pay. Personal days are not to be taken immediately before or after a holiday unless approved by the Superintendent. Personal business days are non-accumulative. 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.

At the completion of each school year, any teacher with at least one unused personal business day shall be awarded that one day in his/her sick day accumulation, not to exceed the maximum 165 day accumulation.

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 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 Michigan 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.

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.

B. Leaves of absence will be granted for up to two (2) years to any teacher who joins the Peace Corp as a full-time participant in such programs. Any period so served shall not affect the tenure status but shall be treated as time taught for purposes of the salary schedule set forth in schedule A of this agreement.

C. Leave of absence for one year may be granted to any 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.

A teacher returning from leave provided in this paragraph shall be restored to his former position or a position of like nature and status and shall be placed on the next step of the salary schedule from which he left on leave.

D. Request for unpaid leave days(s) shall be submitted in writing to the Superintendent for approval.

ARTICLE XV - TEACHER EVALUATION

A. All monitoring or observation of the work performance of a teacher shall be conducted openly.

B. Each non-tenure teacher will be observed a minimum of twice during the school year. Formal observations will be approximately forty-five (45) consecutive minutes in length. The first observation, when possible, will be made prior to November 15; the second observation, when possible, will be made prior to February 15. The teacher shall be notified the day before the observation for at least one of the formal observations. The teacher and administrator agree that steps will be taken to correct deficiencies discovered in the first observation prior to the second observation.

1. The Board shall have the right to develop an individualized development plan (IDP) and/or Professional Development Plan (PDP) in consultation with the teacher.

2. The Board shall have the right to conduct year end evaluations and other evaluations of the teacher to assess his/her progress toward achieving the goals set forth in the individualized development plan (IDP) and/or professional development plan (PDP).

C. 1. Copies of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten (10) school days thereafter; one to be signed and returned to the administration, the other to be retained by the teacher.

2. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of:

- a. The specific ways in which the teacher is to improve and;
- b. The assistance to be given by the administrator

3. Teachers receiving adverse evaluations shall:

- a. Have the right to attach a letter to the evaluation explaining why they think it is in error, and;
- b. Arrange a meeting with the Superintendent to discuss the evaluation

D. Each teacher shall have the right upon request to review the contents of his own personal file except his confidential credentials. A representative of the Association may be requested to accompany the teacher in such a review. No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

E. 1. A teacher shall at all times be entitled to have present a representative of the Association when he 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.

2. A bargaining unit member shall be entitled to have a representative of 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.

F. Any time a complaint is received by the Administration or Board directed toward a teacher, no written record of the complaint shall be retained without the teacher receiving a duplicate copy and given the opportunity to discuss the complaint with the administration and/or complainant. The teacher shall be required to sign the written record of the complaint as evidence of receipt of same.

G. All evaluations shall be on a mutually agreed upon evaluation instrument.

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.

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. All teachers desiring to attend shall be allowed to do so.

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 inservice education. Interested teachers will submit a request to be considered. A committee of two teachers and two administrators will review the applications and grant approval to one or more of the applicants.

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 shall not be grievable unless it is based on a tie vote of the committee members

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 full credit 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.

C. A teacher shall be paid annually in accordance with Schedule B for each semester hour of credit beyond the bachelor's degree and continuing/permanent certification, earned at an accredited college or university, providing the most recent credit was earned within the last five (5) years. College or university credits will be expanded to include C.E.U. (continuing education units) in the application of the five (5) year requirement. Two (2)

C.E.U.'s shall be deemed to be the equivalent of one (1) semester hour. The additional hours will be paid whether earned prior to or subsequent to employment by the Board, up to 30 hours. The cap will not apply to any additional hours earned after the effective date of this contract. Any additional hours earned after the effective date of contract must be senior level or higher. (senior level shall be determined by the college or university where the course was taken.) The above also applies to those teachers having met the hours of requirement for continuing/permanent certification but lacking the years of experience necessary for this issuance thereof. Courses below senior level, if taken for reimbursement, will require prior approval by the superintendent.

D. A teacher shall be paid annually in accordance with Schedule B for each semester hour of credit beyond the Master's degree and continuing/permanent certification, earned at an accredited college or university, providing the most recent credit was earned within the last five (5) years. College or university credits will be expanded to include C.E.U. (continuing education units) in the application of the five (5) year requirement. Two (2) C.E.U.'s shall be deemed to be the equivalent of one (1) semester hour. Any teacher who has achieved a specialist degree with a minimum of forty (40) credit hours, shall be paid in accordance with Schedule B. The additional hours will be paid whether earned prior to or subsequent to employment by the Board, up to 40 hours. The cap will not apply to any additional hours earned after the effective date of this contract. Any additional hours earned after the effective date of contract must be senior level or higher (Senior level shall be determined by the college or university where the course was taken). The above also applies to those teachers having met the hours requirement for continuing/permanent certification but lacking the years of experience necessary for the issuance thereof. Courses below senior level, if taken for reimbursement, will require prior approval by the superintendent.

E. The salary schedule is based upon 181 teacher work days and the normal teaching load as defined in this agreement.

F. 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. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

G. 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 two (2) such days will not be made-up unless laws and regulations in effect when this agreement was entered into allowing such days to be counted as student instruction become changed so that laws and/or regulations require the days to be made up.

2. All other days will be made up.

3. Teachers will receive their regular pay for days that are cancelled, but shall work on the rescheduled make-up days for no additional compensation. However, a teacher will be compensated at his/her regular rate for working a rescheduled make-up day 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 day(s) will be rescheduled. Rescheduled days shall be added to the end of the calendar unless the Board and Association are able to mutually agree upon different dates.

H. 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.

I. 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)

J. 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 shall be paid in June.

K. Teachers who do not hold a Bachelor's Degree and provisional or permanent certificate shall not progress beyond the five (5) years of experience level on the salary schedule. Upon obtaining a degree a former non-degree teacher shall be credited with no more than five (5) years of his non-degree experience for salary purposes.

L. 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.

M. Any substitute teacher working on a full-time basis as a substitute for one semester or more should receive an increment proportionate to the length of service if he is given a contract for the following year.

ARTICLE XIX - SPECIAL TEACHING ASSIGNMENTS

A. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call before 6:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. 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.

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.

C. The President of the Association shall be a member of the Communicable Disease Review Panel (Board Policy GAR - District Health Assessment Team - Paragraph 2)

D. If a teacher contracts a communicable disease, he/she shall be afforded the rights set forth in Board policy #GAR entitled "Communicable Diseases - Employees" as of as of November 22, 1993, and treated in accordance with that policy.

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.

ARTICLE XXI - TEACHER PROTECTION

A. Any case of assault and/or battery upon a teacher while in pursuit of his employment shall be promptly reported to the administration. The Board will provide legal counsel of its choice to advise the teacher of his 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 while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his 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 while in pursuant 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. This paragraph shall pertain only to cases resulting from paragraph A. The teacher will subrogate any rights compensated for to the Board.

ARTICLE XXII - PROFESSIONAL GRIEVANCE NEGOTIATION 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, 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 calendar 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, 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 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 disapproved.

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 five (5) days of the Board's decision or lack of action. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the Association shall file a Demand for Arbitration with the American Arbitration Association within ten (10) 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 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 shall have no power to interpret state or federal law
 - c. He shall not hear any grievance previously barred from the scope of the grievance procedure.
 - d. He 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, 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 assigned duties, he 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 are 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.

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, 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 State Labor Mediation Board or take any other lawful measures it may deem appropriate.

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 now employed, hereafter employed, or considered for employment by the Board.

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:

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. Mentees 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 the mentor requests otherwise.

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.

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 rate of such Schedule B positions.

Such Schedule B positions will be posted along with the 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 rate established by the Board on the new Schedule B position.

ARTICLE XXVIII - CLASS SIZE

Whenever class size, in the normal academic area, exceeds the following sizes, aides will be hired to provide the teacher with additional assistance on a weekly basis in accordance with the following schedule:

		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

D. K - Readiness

K and Readiness Room teachers will share the use of a full-time collective classroom aide. If and when the Readiness Room reaches 16-18 students -- the Readiness Room teacher will be guaranteed a minimum of one hour per day of the collective aide's time.

At 19 & 20 students the Readiness teacher will be guaranteed a minimum of two hours per day from the collective aide.

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. 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.

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	- Super Care I (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-2
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	- \$110 per month (As outlined in the District Section 125 Plan)

In the event that in successive years the cost of Plan A exceeds the 1998-99 cost (\$571.66) by the following formula the Board and the Association shall reopen this article for negotiations.

1999-00 - 110%
2000-01 - 120%
2001-02 - 130%

If no negotiated agreement is reached by September 30th of each year the Board and teacher shall split equally the cost of the premium in excess of the agreed upon formula. The teacher's premium payment obligation may be deducted from salary.

Bargaining unit members will be converted to the new insurance agreed to in Article XXIX as soon as permitted by the carrier.

ARTICLE XXX - EARLY RETIREMENT INCENTIVE

Any teacher retiring from Houghton Lake Community Schools who is eligible under the following criteria:

- > Has completed fifteen (15) years of actual teaching service (not purchased years of service) with the Houghton Lake Community Schools
- > Has completed at least twenty years (20) but no more than twenty-eight (28) years with Michigan Public School Employees Retirement System. Teachers who complete their twenty-eighth year during the school year may complete the year and remain eligible.
- > Declares written intent to retire by April 1st of the year in which he/she intends to retire

will be entitled to thirty thousand dollars (\$30,000) payable as follows: ten thousand dollars (\$10,000) lump sum payment in the year of retirement and ten thousand dollars (\$10,000) lump sum payment July 1st of each of the next two years or payable as follows: Fifteen thousand dollars (\$15,000) lump sum payment in the year of retirement and ten thousand dollars (\$10,000) lump sum payment July 1st of the following year and five thousand dollars (\$5,000) lump sum payment July 1st of the third year.

ARTICLE XXXI - SALARIES SCHEDULE

Schedule A

Step	1998-99	1999-00	2000-01	2001-02
1	25,208	25,964	26,743	27,546
2	26,469	27,263	28,081	28,923
3	27,792	28,626	29,485	30,369
4	29,182	30,057	30,959	31,888
5	30,641	31,561	32,508	33,483
6	32,173	33,138	34,132	35,156
7	33,782	34,795	35,839	36,914
8	35,471	36,335	37,631	38,760
9	37,244	38,362	39,513	40,698
10	39,107	40,280	41,489	42,733
11	41,062	42,293	43,563	44,870
12	43,115	44,408	45,740	47,113
	(+3 days)	(+3 days)	(+5 days)	(+7 days)

Dollar amounts in Steps 1 through 12 were increased 3% for 1998-99, 3% for 1999-2000, 3% for 2000-2001, 3% for 2001-2002.

Above scale is based on 181 school days. Must add three days for 1998-99 and 1999-2000 school year, must add five days for 2000-2001 school year, must add seven days for 2001-2002.

Longevity	1998-99	1999-2000	2000-2001	2001-2002
13-14 years	\$2000	\$2200	\$2200	\$2400
15-17 years	2200	2400	2400	2600
18-20 years	2400	2600	2600	2800
21 & over years	2500	2700	2700	2900
Masters Degree	\$2800	\$2800	\$3000	\$3000

NON-ATHLETIC	Schedule B	Index
Yearbook -----		.09
Senior Sponsor -----		.034
Drama -----		.102
National Honor Society -----		.04
Vocal Music -----		.10
Band -----		.10
Student Advisors		
Student Senate -----		.04
STAND Advisor -----		.02
SADD Advisor -----		.02
Ecology Club -----		.02
M.S. Council -----		.02
Computer Club -----		.0555
Outdoor Education Coordinators		
Prudenville -----		.02
M.S. -----		.02
Outdoor Ed. Overnight -----		.0025
Health Ed. Coordinator-----		.06
M.S. Newspaper -----		.01
Inservice Head/year -----		.0085
Night Game Supervisor -----		.0011
Additional Hours (beyond certified) -----		.0022
*Driver's Ed/hour -----		.00084
Sub Teacher/per class -----		\$16.00
Sub - daily (certified) -----		\$60.00
Adult Education / per hour -----		\$14.00
Mentor Pay		
Year one of Mentee -----		\$600.00
Year two of Mentee -----		\$300.00
Year three of Mentee -----		\$200.00

* The Driver Education rate of pay shall be calculated on the 1997-98 salary schedule for the duration of this contract.

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 -----		.06
Head Track -----		.11
Assistant Track -----		.08
Cross Country -----		.09
Volleyball -----		.10
J.V. Volleyball -----		.07
Soccer -----		.10
Assistant Soccer -----		.08
Wrestling -----		.10
Assistant Wrestling -----		.08
Cheerleading -----		.08
M.S. Cheerleading -----		.03
M.S. Track (boys) -----		.05
M.S. Track (girls) -----		.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, except as noted.

Each teacher will be compensated at his/her daily rate for teacher work days in excess of 181. This is subject to Article XVIII, Section G.

ARTICLE XXXII - CALENDAR

See Attached Calendars for School Year:

1998-1999

1999-2000

2000-2001

2001-2002

ARTICLE XXXII - CALENDAR

Houghton Lake Community Schools

1998-1999

School Calendar

AUGUST						SEPTEMBER					OCTOBER				
M	T	W	T	F	S	M	T	W	T	F	M	T	W	T	F
							1	2	3	④				1	2
(Teacher Days) <u>1</u>	17	18	19	20	21	⑦	8	9	10	11	5	6	7	8	9
(Student Days) <u>0</u>	24	25	26	27	28	14	15	16	17	18	12	13	14	15	16
	③①					21	22	23	24	25	19	20	21	22	23
						28	29	30			26	27	28	29	30
NOVEMBER						DECEMBER					JANUARY				
M	T	W	T	F	S	M	T	W	T	F	M	T	W	T	F
	2	3	4	5	6		1	2	3	4					①
	9	10	11	12	13		7	8	9	10	4	5	6	7	8
<u>19</u>	16	17	18	19	20	<u>17</u>	14	15	16	17	18	11	12	13	14
<u>19</u>	23	24	25	②⑥	②⑦		21	22	23	②④	②⑤	18	19	20	21
	30						②⑧	②⑨	③①	③①	19	25	26	27	28
												25	26	27	28
															29
FEBRUARY						MARCH					APRIL				
M	T	W	T	F	S	M	T	W	T	F	M	T	W	T	F
	1	2	3	4	5		1	2	3	4					②
	8	9	10	11	12		8	9	10	11	5	6	7	8	9
<u>20</u>	15	16	17	18	19	<u>23</u>	15	16	17	18	19	12	13	14	15
<u>20</u>	22	23	24	25	26	<u>23</u>	22	23	24	25	26	19	20	21	22
							29	30	31			26	27	28	29
															30
MAY						JUNE									
M	T	W	T	F	S	M	T	W	T	F					
	3	4	5	6	7		1	2	3	4	September 7				
	10	11	12	13	14		7	8/	9	10	11	November 26			
<u>20</u>	17	18	19	20	21	<u>6</u>	14	15	16	17	18	December 25			
<u>20</u>	24	25	26	27	28							January 1			
	③①											January 18			
												April 2			
												May 31			
												Labor Day			
												Thanksgiving			
												Christmas			
												New Year's Day			
												M.L.K. Jr.			
												Good Friday			
												Memorial Day			

O Holidays

[] Vacation Period, Holiday, or other non-working day

◇ Non-student day

182 Student Days
(Includes ___ half-days)

184 Teacher Days
(Includes ___ half-days)

September 1 First Student Day
* (whole day)

June 8 Last Student Day
* (1/2 day)

August 31 First Teacher Day

June 8 Last Teacher Day

Teacher Inservice:

Aug. 31 - am only

Jan. 22 - am only

Parent/Teacher conferences:

High School/Middle School

Oct. 6 - Afternoon

Oct. 7 - Evening

Collins/Merritt/Prudenville

Oct. 6 - Evening

Oct. 7 - Afternoon

ARTICLE XXXII - CALENDAR
Houghton Lake Community Schools
1999-2000
School Calendar

	OCTOBER	AUGUST	SEPTEMBER	
	M T W T F	M T W T F	M T W T F	M T W T F
(Teacher Days) $\frac{2}{2}$	16 17 18 19 20 $\frac{20}{20}$	6 7 8 9 10 $\frac{21}{21}$	1 2 3 4 5 6 7 8 9 10 $\frac{21}{21}$	4 5 6 7 8
(Student Days) $\frac{1}{1}$	23 24 25 26 27 $\frac{20}{20}$	13 14 15 16 17 $\frac{21}{21}$	11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29
	30	27 28 29 30	25 26 27 28 29	
	NOVEMBER	DECEMBER		
	M T W T F	M T W T F	M T W T F	M T W T F
	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
$\frac{19}{19}$	15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	20 21 22 23 24 25 26 27 28 29 30 31	17 18 19 20 21 22 23 24 25 26 27 28	14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
	FEBRUARY	MARCH	APRIL	
	M T W T F	M T W T F	M T W T F	
	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
$\frac{20}{20}$	14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	17 18 19 20 21 22 23 24 25 26 27 28 29 30	14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
	MAY	JUNE	September 6	Labor Day
	M T W T F	M T W T F	September 6	Labor Day
	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	November 25	Thanksgiving
$\frac{22}{22}$	15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	December 25	Christmas
	22 23 24 25 26 27 28 29	12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	January 1	New Year's Day
	29	19 20 21 22 23 24 25 26 27 28 29 30	January 17	M.L.K. Jr.
			April 21	Good Friday
			May 29	Memorial Day

O Holidays

[] Vacation Period, Holiday, or other non-working day

◇ Non-student day

182 Student Days
(Includes ___ half-days)

184 Teacher Days
(Includes ___ half-days)

August 31 First Student Day
*(whole day)

June 7 Last Student Day
*(1/2 day)

August 30 First Teacher Day

June 7 Last Teacher Day

Teacher Inservice:
 August 30 - am only
 January 21 - am only

Parent / Teacher Conferences:
 October 5 & 6

ARTICLE XXXII - CALENDAR
Houghton Lake Community Schools
2000 - 2001
School Calendar

	AUGUST					SEPTEMBER					OCTOBER																						
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F																		
(Teacher Days) $\frac{4}{3}$	14	15	16	17	18	19	4	5	6	7	8	1	2	3	4	5	6	9	10	11	12	13											
(Student Days)	21	22	23	24	25	19	11	12	13	14	15	22	9	10	11	12	13	16	17	18	19	20											
	28	29	30	31			18	19	20	21	22	22	23	24	25	26	27	23	24	25	26	27											
							25	26	27	28	29		30	31				30	31														
	NOVEMBER					DECEMBER					JANUARY																						
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F																		
$\frac{19}{19}$	6	7	8	9	10	13	14	15	16	17	16	4	5	6	7	8	11	12	13	14	15	22	1	2	3	4	5	8	9	10	11	12	19
	20	21	22	23	24	16	18	19	20	21	22	21	15	16	17	18	19	22	23	24	25	26	15	16	17	18	19	22	23	24	25	26	
	27	28	29	30			25	26	27	28	29		29	30	30									29	30	30							
	FEBRUARY					MARCH					APRIL																						
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F																		
$\frac{20}{19}$	5	6	7	8	9	12	13	14	15	16	22	5	6	7	8	9	12	13	14	15	16	15	2	3	4	5	6	9	10	11	12	13	20
	19	20	21	22	23	22	19	20	21	22	23	22	16	17	18	19	20	16	17	18	19	20	15	16	17	18	19	20	23	24	25	26	27
	26	27	28				26	27	28	29	30		23	24	25	26	27	30						30									
	MAY					JUNE					SEPTEMBER																						
	M	T	W	T	F	M	T	W	T	F																							
$\frac{22}{22}$	7	8	9	10	11	14	15	16	17	18	5	4	5	6	7	8																	
	21	22	23	24	25	5	11	12	13	14	15						September 4	Labor Day															
	28	29	30	31			18	19	20	21	22						November 23	Thanksgiving															
							25	26	27	28	29						December 25	Christmas															
																	January 1	New Year's Day															
																	January 15	M.L.K. Jr.															
																	April 13	Good Friday															
																	May 28	Memorial Day															

- Holidays
 - Vacation Period, Holiday, or other non-working day
 - Non-student day
- 183 Student Days
(Includes ___ half-days)
186 Teacher Days
(Includes ___ half-days)
- August 29 First Student Day
*(whole day)
June 7 Last Student Day
*(1/2 day)
August 28 First Teacher Day
June 7 Last Teacher Day

Teacher Inservice:
August 28 - am only
January 19 - am only
February 19

Parent / Teacher Conferences:
October 3 & 4

ARTICLE XXXII - CALENDAR
 Houghton Lake Community Schools
 2001-2002
 School Calendar

	AUGUST					SEPTEMBER					OCTOBER				
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
(Teacher Days) <u>4</u>	6	7	8	9	10	③	4	5	6	7	1	2	3	4	5
(Student Days) <u>3</u>	13	14	15	16	17	10	11	12	13	14	8	9	10	11	12
	20	21	22	23	24	17	18	19	20	21	15	16	17	18	19
	◇27	28	29	30	③1	24	25	26	27	28	22	23	24	25	26
											29	30	31		
	NOVEMBER					DECEMBER					JANUARY				
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<u>19</u>				1	2	3	4	5	6	7		①	2	3	4
<u>18</u>	5	6	7	8	9	10	11	12	13	14	7	8	9	10	11
	12	13	14	⑮15	⑮16	17	18	19	20	21	14	15	16	17	⑮18
	19	20	21	⑮22	⑮23	24	⑮25	⑮26	⑮27	⑮28	21	22	23	24	25
	26	27	28	29	30	⑮31					28	29	30	31	
	FEBRUARY					MARCH					APRIL				
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<u>20</u>					1					1	①	②	③	④	⑤
<u>19</u>	4	5	6	7	8	4	5	6	7	8	8	9	10	11	12*
	11	12	13	14	15	11	12	13	14	15	15	16	17	18	19
	◇18	19	20	21	22	18	19	20	21	22	22	23	24	25	26
	25	26	27	28		25	26	27	28	⑮29	29	30			
	MAY					JUNE					HOLIDAYS				
	M	T	W	T	F	M	T	W	T	F					
<u>22</u>					1	3	4	5	6	7	September 3	Labor Day			
<u>22</u>	6	7	8	9	10	10	11/	12	13	14	November 22	Thanksgiving			
	13	14	15	16	17	17	18	19	20	21	December 25	Christmas			
	20	21	22	23	24						January 1	New Year's Day			
	⑮27	28	29	30	31						January 21	M.L.K. Jr.			
											March 29	Good Friday			
											May 27	Memorial Day			

- Holidays
- [] Vacation Period, Holiday, or other non-working day
- ◇ Non-student day
- 184 Student Days (Includes ___ half-days)
- 188 Teacher Days (Includes ___ half-days)
- August 28 First Student Day *(whole day)
- June 11 Last Student Day *(1/2 day)
- August 27 First Teacher Day
- June 11 Last Teacher Day

Teacher Inservice:
 August 27 - am only
 November 16
 January 18 - am only
 February 18

Parent / Teacher Conferences:
 October 2 & 3

ARTICLE XXXIII - 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 negotiations 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.

ARTICLE XXXIV - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1998 and shall continue in effect until the 30th day of June, 2002. This Agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated.

HOUGHTON LAKE EDUCATION
ASSOCIATION (MEA/NEA)

HOUGHTON LAKE COMMUNITY
SCHOOLS BOARD OF EDUCATION

President

President

Secretary

HOUGHTON LAKE COMMUNITY SCHOOLS
AND
HOUGHTON LAKE EDUCATION ASSOCIATION

LETTER OF UNDERSTANDING

As part of her duties for the 1997-98 school year, Marsha Baumgarten has been asked to attend extra curricular activities such as band festivals and concerts. Compensation for this extra time will be paid in the amount of \$407.90 or 1/6 of step 1 (Schedule B) of the HLEA Master Contract.

Anjanette Riedel, President
Houghton Lake Education Association

James E. French, Superintendent
Houghton Lake Community Schools

Date

Date

This Letter of Agreement is extended for the 1998-99 school year with the appropriate adjustment to 1/6 of Step 2 (Schedule B) of the HLEA Master Contract.

Anjanette Riedel, President
Houghton Lake Education Association

James E. French, Superintendent
Houghton Lake Community Schools

Date

Date

HOUGHTON LAKE COMMUNITY SCHOOLS
AND
HOUGHTON LAKE EDUCATION ASSOCIATION

LETTER OF AGREEMENT

It is the agreement of the parties that Houghton Lake High School will implement block scheduling for the 1998-1999 school year. Prep time will be provided on a flexible schedule to accommodate the block scheduling program.

The parties further agree that the impact of block scheduling on prep time will be assessed towards the completion of the 1998-1999 school year at the quarterly Target Specific Bargaining meeting.

HOUGHTON LAKE EDUCATION
ASSOCIATION (MEA/NEA)

HOUGHTON LAKE COMMUNITY
SCHOOLS BOARD OF EDUCATION

Anjanette Riedel, President

James E. French, Superintendent

Date

Date

