

AGREEMENT

HOUGHTON LAKE COMMUNITY SCHOOLS  
BOARD OF EDUCATION

and

HOUGHTON LAKE EDUCATION ASSOCIATION  
(MEA/NEA)

July 1, 2021

to

June 30, 2023

Houghton Lake Community Schools  
4433 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, instructional coaches 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, Business Manager, office and clerical employees, teacher assistants, 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 (such as psychologists, social workers, speech therapists, occupational therapists, physical therapists and guidance counselors without a teaching certificate).

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 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. If a teacher is to be disciplined, suspended, discharged, or reprimanded by the Board or its agents, he/she shall be entitled to have a requested representative of the Association present to the extent allowed by law.

### **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.
  - 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 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.

## **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 provision is met: The sum total of before and after school hours is twenty-five (25) minutes
  5. Students will be in session (including passing time, lunch and recess) no more than seven (7) hours and twenty (20) minutes per day.
  6. If school is dismissed early, teachers may be requested by the Administration to remain for important professional meetings, except for inclement weather.
  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 thirty-five (35) minutes. Teachers will be allowed to leave school during their prep period for business that cannot be taken care of after school hours. It is understood that this shall be used only as needed and cannot be used if the teacher is needed for a meeting during their prep. If the teacher needs to leave the school during their prep, they shall notify the office of their intention and make sure there is no conflict.
- 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. Teachers are encouraged to attend after school events.

## ARTICLE 5 - TEACHING CONDITIONS

The parties recognize that optimal school facilities are desirable to ensure 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 and 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 and 7<sup>th</sup> grade teachers who will be required to attend both an open house and kindergarten round-up/new student orientation night. Teachers will be compensated \$25 per hour to a maximum of \$50 for attending an evening event beyond the one required open house.

#### **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 or compensate the teacher for lost prep time as defined in Schedule B Non-Athletic.
- D. If no substitute teacher is available and a teacher subs for another teacher during their prep, they will be paid \$25 per full class period as outlined in Schedule B. This provision will include bargaining unit members who do not have a defined prep time in their workday.

#### **ARTICLE 7 - SENIORITY**

- 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 shall be jointly prepared by the employer and the Association no later than October 31<sup>st</sup> each year. 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, and 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. 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.

## **ARTICLE 8 - 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 fifteen (15) sick days in each of their first three (3) years of employment (prorated if full year is not worked). Subsequent years, teachers shall receive

eleven (11) sick days per year (prorated if full year is not worked). Unused days will be cumulative to a maximum of one hundred seventy (170) days.

A teacher whose unused sick leave day accumulation exceeds one hundred (100) days (before the next year's allowance is granted) may request by May 1 that Sick Days in excess of one hundred (100) be paid out at fifty dollars (\$50.00) per day with a cap of 10 days per year. Payment shall be made the second pay in June.

- B. The Board may request verification of any illness covering the absence for which a teacher is to be paid under this Article after two (2) consecutive days.
- 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 8A 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 according to Board Policy.
- 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 10B.

#### **ARTICLE 9 - PERSONAL BUSINESS AND JURY DUTY**

- A. Each teacher shall be entitled to three (3) 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. Teachers must have approval from administration to use more than three (3) personal days consecutively.

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 one hundred seventy (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 10 - 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 8 (Illness or Disability) and 9 (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, B, C or D) calculated by annual District contribution divided by total teacher workdays.

### **ARTICLE 11 - 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. 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 12 - 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. For the 2021-2023 school years only, certain Schedule B assignments may be paid at a lesser rate. See Letter of Agreement for specific details.

- B. 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 IRS rate per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.
- C. Teachers shall elect to be paid in twenty-one (21) or twenty-six (26) bi-weekly (twenty-two (22) or twenty-seven (27) required in some years to ensure bi-weekly payments) payments through direct deposit or debit card in accordance with the requirements of MCL 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 twenty-six (26) or twenty-seven (27) bi-weekly pays. Pay stubs will be sent electronically to the teacher's secure employee portal.
- D. Counselors may be requested by administration to perform their regular work duties for up to ten (10) additional days, Social Workers up to five (5) additional days, and Academic Coaches up to two (2) additional days outside the school year calendar and will be paid at their per diem rate for each day as preapproved by the superintendent. This is not for professional development, training, or orientations.
- E. For step movement, an employee must work 2/3 of the days of the semester to get credit for the semester or 2/3 of the days of the year to get credit for the year. Paid days are considered days worked for the purpose of step movement.
- F. The following statements are not subject to the grievance procedure: In compliance with Section 164h(1)(d) of PA 108 of 2017 and section 1250 of the Michigan Revised School Code, the Board will implement a policy that will include job performance and job accomplishments as a significant factor in determining compensation and communicate such policy to the Association by October 1 of each year. This policy will not alter the terms of this agreement.

### **ARTICLE 13 - 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.

- A. The teachers shall be informed of the special needs by the building administrator or the Special Education Coordinator.

- B. Teachers shall be given a general summary of the student's capacities, which are known by the building administrator or Special Education Coordinator, updated as new information is received.
- C. Teachers will be given administrative or other assistance for physically disabled students consistent with IEPC or 504 plan.
- D. To enable teachers to deal with special situations, workshops, classes and/or in-service training may be provided at Board expense. Teachers will also be compensated for hours outside of the normal workday approved by supervisor as prescribed in Schedule B under after school instruction.
- E. Special equipment required should be in place before the student's entry into the classroom.
- F. The building administrator or Special Education Coordinator 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 14 - TERMINAL LEAVE**

- A. A terminal leave payment of forty dollars (\$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 forty dollars (\$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 six thousand eight hundred dollars (\$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 forty dollars (\$40) per banked day referenced in Section 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 15 - TEACHER PROTECTION**

- A. The District shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the District to students, staff, and parents at the beginning of each school year.

Bargaining unit members shall have a method of reporting incidents and conditions that endanger their health, safety, or well-being. 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 student will be removed from the teacher's classroom until the incident can be investigated and a reentry plan is implemented. 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 two hundred dollars (\$200). The teacher will first submit the claim to their insurance company and if rejected or payment is less than two hundred dollars (\$200), 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 to the teacher's leave bank. Time lost by a teacher due to injury or disability resulting from assault and/or battery upon a teacher during the course of his/her employment shall not be charged to the teacher's leave bank, 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 16 - 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 weekdays 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 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 in accordance with the rendered decision.
- 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 no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

#### **ARTICLE 17 - 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 18 - 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. An emergency manager under the Local Financial Stability and Choice Act, MCL 141.541, *et seq.*, may reject, modify, or terminate this Agreement as provided in that Act. The inclusion of this language is required by PERA. It should not be interpreted as a waiver of the Association's rights to challenge the legality of the Emergency Manager Law.
- 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 be scheduled at least four (4) times per year.

#### **ARTICLE 19 – 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. Every effort will be made to assure that teachers know about available mentor positions. 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. The administration shall notify the Association when a mentor teacher is assigned to a probationary teacher (mentee).
    - c. 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.
    - d. Appointment shall be for three (3) years unless either party requests a change, or their building principal decides it is in the best interest of the parties.
    - e. A mentor can have no more than one probationary teacher.
  - 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.

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   | \$600 |
| Year two   | \$300 |
| Year three | \$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 workday. Professional development days that occur outside of the regular workday/year will not be subject to additional compensation.

### **ARTICLE 20 - CLASS SIZE**

The parties agree that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to maintain class sizes at the following levels and make appropriate efforts to balance class sizes as much as possible in grades K-12.

|                                    |             |
|------------------------------------|-------------|
| K-2                                | 26 students |
| 3-4                                | 27 students |
| 5-6                                | 29 students |
| 7-12                               | 33 students |
| (excluding Band, Choir, PE, Drama) |             |

These maximum class sizes may be exceeded with the following provision:

If classes are over the stated maximums above after a ten (10) day adjustment period, starting with the 1<sup>st</sup> day of instruction of the overage, an elementary teacher with a class overage will be compensated at the rate of \$5.00 per day per student for each day enrollment is over the maximum, K-6 specials teacher with a class overage will be compensated at the rate of \$1.00 per period per student for each day the teacher has an enrollment over the maximum listed above, and a secondary teacher having a class size overage will be compensated at the rate of \$1.00 per student for each day that the individual class enrollment of all classes taught exceeds the maximums listed above.

On a district provided form, teachers shall submit to the building principal, the dates on which class size exceeded the levels listed above (no overage pay for absences longer than five consecutive days). Payment for a class overage shall be made at the end of the semester.

Every effort will be made to have workstations for each student in each class.

If the elementary specials schedule is designed to accommodate four classrooms into three specials, the elementary specials teachers will receive a \$250 stipend per semester for these additional duties, in lieu of the above per student provision.

## **ARTICLE 21 - PROFESSIONAL STAFF MEMBER PROVISIONS**

(Professional Staff Members are Psychologists, Social Workers, Speech Therapists, Occupational Therapists, Physical Therapists, and Guidance Counselors without a Teaching Certificate)

### DISCIPLINE

- A. 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.
- B. Progressive Discipline. A program of progressive discipline shall be followed for professional staff members. 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.
- C. A professional staff member 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 professional staff member 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 professional staff member has requested representation until such representative is present.
- D. The administrator shall inform the professional staff member of the reason he/she is being investigated or disciplined prior to the start of any such meeting. The professional staff member and his/her Association Representative shall have time for discussion prior to the start of any investigatory and/or disciplinary meeting. The professional staff member shall have the choice of meeting with the administrator either during his/her contractual or after school.
- E. Professional staff members will serve a four (4) year probationary period.

### ASSIGNMENTS, VACANCIES, AND TRANSFERS

- F. Professional staff members who will be affected by a change in assignments will be notified and consulted by their principals regarding their tentative assignments prior to June 1 of the preceding school year.
- G. Assignments for Professional Staff Members shall be posted and filled according to the following language.
- H. Upon return from leave, a Professional Staff Member 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 layoff provisions will apply if the returning professional staff member has more seniority and is otherwise licensed and qualified.
- I. A vacancy shall be defined for purposes of this Agreement as a professional staff member position the district intends to fill. 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.
- J. 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.
- K. During the summer months, notice of positions that become available shall be posted on the district's web site, emailed to the work e-mail address and e-mailed to all professional staff 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.
- L. 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.
- M. A vacancy need not be posted if the vacancy can be filled through the recall of a laid-off professional staff member.

### LAYOFF AND RECALL PROCEDURES

- N. 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.

- O. 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.
- P. 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.
- Q. The Board shall consider recalling a laid off professional staff member for 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.
- R. Notice of recall shall be sent by certified mail to the professional staff member's 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.
- S. Any professional staff member on layoff from the Houghton Lake Community Schools shall continue to accrue seniority.

## **ARTICLE 22 - INSURANCE PROTECTION**

- A. The Board agrees to provide the bargaining unit members with the following MESSA insurance benefits (both health and ancillary) for a twelve (12) month period from September 1 until August 31 with employee premium co-pays in accordance with the law. Employees retiring under ORS will take the ORS insurance effective with date of retirement.
- B. The MESSA plan year begins January 1 each year, which aligns with the deductible year, so a single open enrollment in late fall prior to December 1 shall suffice to accommodate teachers planning to switch between plans.
- C. Any premiums in excess of the District's contribution will be payroll deducted as a condition of this agreement pursuant to the authority set forth in MCLA 408.477. To the extent afforded under the Internal Revenue Code, any deductions will be made with pre-tax dollars for two (2)

pays each month for a total of twenty-four (24) pays from September 1 until August 31 or twenty (20) pays if receiving twenty-one (21) pays between September 1 until June 30. An employee's insurance obligation to the District must be paid in full on or before receiving final compensation from the District.

D. In the case of married employees within the District, one spouse shall take Plan A, C, or D, and the other Plan B.

FOR EMPLOYEES ELECTING HEALTH INSURANCE:

Plan A:

MESSA ABC Plan 1, \$1400/\$2800 annual deductible ABC Rx without abortion rider; Or

Plan C:

Choices II \$1000/\$2000 annual deductible with \$20/\$25/\$50 copay and 3 Tier Mail (without abortion rider). Or,

Plan D:

MESSA ABC Plan 2, \$2000/\$4000 annual deductible, 3 Tier Mail Rx, without abortion rider

NON-MEDICAL BENEFITS FOR ALL HEALTH PLANS:

|                      |   |   |
|----------------------|---|---|
| Long Term Disability | - | 60% \$3,500 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      | - | \$50,000 AD&D   |
| Vision               | - | VSP 3 Plus 250 CL   |
| Delta Dental         | - | 100/100/75: \$1,500 or 50/50/50: \$1,500<br>(\$1,500 Maximum Class I & II Benefits)<br>Plan Year July 1 through June 30 |

The Board's maximum monthly contribution for all costs associated with Plan A, C, D health insurance shall be no higher than the PA 152 2021 State Hard Cap amount until December 31, 2021 and the PA 152 2022 State Hard Cap amount beginning January 1, 2022 through December 31, 2022 and the PA 152 2023 State Hard Cap amount beginning January 1, 2023.

1. Plan C (Choices): If the Choices plan selected is less than the hard cap, the District will contribute the remaining amount up to the hard cap toward reducing the non-medical contribution by the bargaining unit member on a monthly basis.
2. Plan A or Plan D: If the ABC Plan 1 or ABC Plan 2 selected is less than the hard cap, the District will contribute the remaining amount up to the hard cap toward the HSA deductible for the bargaining unit member on a monthly basis.

The Board will pay for thirty percent (30%) of non-medical cost for members electing health insurance, Plan A, Plan C, or Plan D.



PLAN B FOR EMPLOYEES NOT ELECTING HEALTH INSURANCE (Board pays 100%)

|                      |  |
|----------------------|--|
| Negotiated Life      | \$50,000 with AD&D   |
| Vision               | VSP 3 Plus 250 CL  |
| Delta Dental         | 100/100/75: \$1,500 or 50/50/50: \$1,500<br>(\$1,500 maximum Class I & II)<br>Plan Year July 1 through June 30 |
| Long Term Disability | Same as above  |
| Cash In Lieu         | \$250 per month<br>(As outlined in the District Section 125 Plan)  |

**ARTICLE 23 - CALENDAR**

- A. The Board and Association shall form a joint committee to develop 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.
- B. The salary schedule is based upon one hundred eighty-two (182) teacher workdays and the normal teaching load as defined in this Agreement. One of the one hundred eighty-two (182) workdays will be scheduled as a floating teacher workday to be worked in the two (2) weeks prior to the start of the year. The teacher will check in with the office/principal, work normal hours, and use the day for classroom preparation or other professional development.
- C. 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 canceled, 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. The Board and Association will meet to negotiate the placement of the make-up days or lost time. Rescheduled days shall be added to the end of the calendar unless the Board and Association are able to mutually agree upon different dates.
- D. 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.

- E. 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.
- F. The school calendars for 2021-2022 and 2022-2023 are attached.

**ARTICLE 24 - DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by the parties and shall continue in effect until the 30th day of June 2023. 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)

Jenny J. Oster  
President

Jonja S. Hinkston  
Chief Negotiator

6-30-21  
Date

HOUGHTON LAKE COMMUNITY  
SCHOOLS BOARD OF EDUCATION

Raula Whittington  
President

Kelly Christian  
Secretary

7-12-21  
Date

**2021-22**

1. Continue LOA for Schedule B for 2021-23. Any lane advancement is granted for 2021-22 per normal process. NEW LOA for 2021-23 for bonus payments for new teachers.
2. Utilize new salary schedule for 2021-22, place employees on steps as listed below
3. Employees will receive a minimum increase of \$2000 from their current 2020-2021 salary to their 2021-2022 salary. Employees that don't realize a minimum increase of \$2000 with their step placement will receive an off-schedule increase for the 2021-2022 school year and it will be added into regular salary and divided equally over the 2021-2022 school year.
4. For step advancement, an employee must have worked 2/3 of the days of the semester to get credit for the semester or 2/3 of the days of the year to get credit for the year. Paid days are considered days worked for the purpose of step advancement

**2022-23**

1. 2022-23 Salary Schedule - Add \$500 to each step of 2021-22 salary schedule
2. Eligible employees will be advanced one step following the guidelines an employee must have worked 2/3 of the days of the semester to get credit for the semester or 2/3 of the days of the year to get credit for the year. Paid days are considered days worked for the purpose of step advancement.
3. Employees will receive a minimum increase of \$500 from their 2021-22 salary to their 2022-23 salary. Employees that don't realize a minimum increase of \$500 will receive an off-schedule payment for the 2022-2023 school year and it will be added into regular salary and divided equally over the 2022-23 school year.

**Article 25**  
**Houghton Lake Salary Schedule**  
**2021-22**

| Step | BA       | BA 20    | BA 30    | MA       |
|------|----------|----------|----------|----------|
| 1    | \$38,000 | \$39,330 | \$40,090 | \$41,040 |
| 2    | \$39,889 | \$41,235 | \$42,137 | \$43,266 |
| 3    | \$41,778 | \$43,140 | \$44,184 | \$45,492 |
| 4    | \$43,667 | \$45,045 | \$46,231 | \$47,718 |
| 5    | \$45,556 | \$46,950 | \$48,278 | \$49,944 |
| 6    | \$47,445 | \$48,855 | \$50,325 | \$52,170 |
| 7    | \$49,334 | \$50,760 | \$52,372 | \$54,396 |
| 8    | \$51,223 | \$52,665 | \$54,419 | \$56,622 |
| 9    | \$53,112 | \$54,570 | \$56,466 | \$58,848 |
| 10   | \$55,001 | \$56,475 | \$58,513 | \$61,074 |
| 11   | \$56,890 | \$58,380 | \$60,560 | \$63,300 |
| 12   | \$58,779 | \$60,285 | \$62,607 | \$65,526 |
| 13   | \$60,668 | \$62,190 | \$64,654 | \$67,752 |
| 14   | \$62,554 | \$64,097 | \$66,700 | \$69,978 |

**HALF STEP SCHEDULE**  
**2021-22**

| Step | BA       | BA 20    | BA 30    | MA       |
|------|----------|----------|----------|----------|
| 1    | \$38,000 | \$39,330 | \$40,090 | \$41,040 |
| 1.5  | \$38,945 | \$40,283 | \$41,114 | \$42,153 |
| 2.5  | \$40,834 | \$42,188 | \$43,161 | \$44,379 |
| 3.5  | \$42,723 | \$44,093 | \$45,208 | \$46,605 |
| 4.5  | \$44,612 | \$45,998 | \$47,255 | \$48,831 |
| 5.5  | \$46,501 | \$47,903 | \$49,302 | \$51,057 |
| 6.5  | \$48,390 | \$49,808 | \$51,349 | \$53,283 |
| 7.5  | \$50,279 | \$51,713 | \$53,396 | \$55,509 |
| 8.5  | \$52,168 | \$53,618 | \$55,443 | \$57,735 |
| 9.5  | \$54,057 | \$55,523 | \$57,490 | \$59,961 |
| 10.5 | \$55,946 | \$57,428 | \$59,537 | \$62,187 |
| 11.5 | \$57,835 | \$59,333 | \$61,584 | \$64,413 |
| 12.5 | \$59,724 | \$61,238 | \$63,631 | \$66,639 |
| 13.5 | \$61,611 | \$63,144 | \$65,677 | \$68,865 |

Half step (half way in between full steps) schedule will be used if employees do not qualify for a full step advancement. 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. 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.

## SALARY SCHEDULE

**2022-23**

| Step | BA       | BA 20    | BA 30    | MA       |
|------|----------|----------|----------|----------|
| 1    | \$38,500 | \$39,830 | \$40,590 | \$41,540 |
| 2    | \$40,389 | \$41,735 | \$42,637 | \$43,766 |
| 3    | \$42,278 | \$43,640 | \$44,684 | \$45,992 |
| 4    | \$44,167 | \$45,545 | \$46,731 | \$48,218 |
| 5    | \$46,056 | \$47,450 | \$48,778 | \$50,444 |
| 6    | \$47,945 | \$49,355 | \$50,825 | \$52,670 |
| 7    | \$49,834 | \$51,260 | \$52,872 | \$54,896 |
| 8    | \$51,723 | \$53,165 | \$54,919 | \$57,122 |
| 9    | \$53,612 | \$55,070 | \$56,966 | \$59,348 |
| 10   | \$55,501 | \$56,975 | \$59,013 | \$61,574 |
| 11   | \$57,390 | \$58,880 | \$61,060 | \$63,800 |
| 12   | \$59,279 | \$60,785 | \$63,107 | \$66,026 |
| 13   | \$61,168 | \$62,690 | \$65,154 | \$68,252 |
| 14   | \$63,054 | \$64,597 | \$67,200 | \$70,478 |

## HALF STEP SCHEDULE

**2022-23**

| Step | BA       | BA 20    | BA 30    | MA       |
|------|----------|----------|----------|----------|
| 1    | \$38,500 | \$39,830 | \$40,590 | \$41,540 |
| 1.5  | \$39,445 | \$40,783 | \$41,614 | \$42,653 |
| 2.5  | \$41,334 | \$42,688 | \$43,661 | \$44,879 |
| 3.5  | \$43,223 | \$44,593 | \$45,708 | \$47,105 |
| 4.5  | \$45,112 | \$46,498 | \$47,755 | \$49,331 |
| 5.5  | \$47,001 | \$48,403 | \$49,802 | \$51,557 |
| 6.5  | \$48,890 | \$50,308 | \$51,849 | \$53,783 |
| 7.5  | \$50,779 | \$52,213 | \$53,896 | \$56,009 |
| 8.5  | \$52,668 | \$54,118 | \$55,943 | \$58,235 |
| 9.5  | \$54,557 | \$56,023 | \$57,990 | \$60,461 |
| 10.5 | \$56,446 | \$57,928 | \$60,037 | \$62,687 |
| 11.5 | \$58,335 | \$59,833 | \$62,084 | \$64,913 |
| 12.5 | \$60,224 | \$61,738 | \$64,131 | \$67,139 |
| 13.5 | \$62,111 | \$63,644 | \$66,177 | \$69,365 |

Half step (half way in between full steps) schedule will be used if employees do not qualify for a full step advancement. 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.

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.

**STEP PLACEMENT FOR 2021-22**

| 2020-21    | Placement | 2020-21  | Placement | 2020-21 | Placement | 2020-21   | Placement |
|------------|-----------|----------|-----------|---------|-----------|-----------|-----------|
| BA         | 2021-22   | BA 20    | 2021-22   | BA 30   | 2021-22   | MA        | 2021-22   |
| BA 1 - 4.0 | BA 1      | 1-4.5    | BA20 1    | 1-4.0   | BA30 1    | 1-3.0     | MA 1      |
| BA 4.5 - 6 | BA 2      | 5.0-6.0  | BA20 2    | 4.5-5.5 | BA30 2    | 3.5-4     | MA 2      |
| BA 6.5 - 7 | BA 3      | 6.5 - 7  | BA20 3    | 6.0-6.5 | BA30 3    | 4.5-6.0   | MA 3      |
| BA 7.5 - 8 | BA 4      | 7.5 - 8  | BA20 4    | 7-7.5   | BA30 4    | 6.5-7.5   | MA 4      |
| BA 8.5-9   | BA 5      | 8.5 - 9  | BA20 5    | 8-8.5   | BA30 5    | 8-8.5     | MA 5      |
| BA 9.5-10  | BA 6      | 9.5 - 10 | BA20 6    | 9-9.5   | BA30 6    | 9         | MA 6      |
| BA 10.5    | BA 7      | 10.5     | BA20 7    | 10-10.5 | BA30 7    | 9.5-10    | MA 7      |
| BA 11-11.5 | BA 8      | 11-11.5  | BA20 8    | 11-11.5 | BA30 8    | 10.5-11   | MA 8      |
| BA 12-12.5 | BA 9      | 12-12.5  | BA20 9    | 12      | BA30 9    | 11.5-12   | MA 9      |
| BA 13      | BA 10     | 13       | BA20 10   | 12.5-13 | BA30 10   | 12.5      | MA 10     |
| BA 13.5-14 | BA 11     | 13.5-14  | BA20 11   | 13.5    | BA30 11   | 13-13.5   | MA 11     |
| BA 14.5    | BA 12     | 14.5     | BA20 12   | 14-14.5 | BA30 12   | 14        | MA 12     |
| BA 15-21.5 | BA 13     | 15-21.5  | BA20 13   | 15-21   | BA30 13   | 14.5-21.5 | MA 13     |
| BA 22-27   | BA 14     | 22-27    | BA20 14   | 21.5-27 | BA30 14   | 22-27     | MA 14     |

**SCHEDULE B**

The parties agree that if a new Schedule B position is established by the Board during the school year, the Board has the right to establish such Schedule B position and establish the pay rate of the position. All newly created and vacant Schedule B positions will be posted along with a current job description and the pay rate. 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.

All persons holding Schedule B positions will be given notice of the position and the rate of pay. Persons currently in a Schedule B position will continue unless they resign or they are given notice of termination.

If a Schedule B position is discontinued by the Board and then reinstated at a later date, the staff member who held the position previously will be restored to it, if they desire. For 2021-23 school years, Schedule B positions may be paid at different rates than detailed below. See Letter of Agreement.

**NON-ATHLETIC  
ANNUAL STIPEND**

|   |       |
|---|-------|
| District Curriculum Council (3 Positions).....                              | \$500 |
| District School Improvement Team (3 Positions) .....                        | \$750 |
| Building School Improvement Chair (Per Building).....                       | \$750 |
| Building School Improvement Team (2 Gen Ed Teachers/1 Sp. Ed. Teacher)..... | \$500 |
| Illuminate Data Coach (2) (PK-6 and 7-12).....                              | \$750 |
| Department Heads  |       |
| HS (per department head).....   | \$325 |
| MS (per grade level).....   | \$325 |
| Collins (per grade level).....  | \$325 |

|  |            |
|--|------------|
| Sub Teacher/per class (or providing classroom lesson plans/materials for staff on leave with superintendent approval) .....  | \$25/class |
| After school instruction/homebound tutoring.....   | \$25/hour  |
| Summer School Instruction.....   | \$25/hour  |
| Overload (teaching regular class during prep period).....7 period day = 1/7, 6 period day = 1/6 (prorated if whole prep is not scheduled for teaching)   |            |
| District determined professional development activities outside of work time (excludes teacher requested conferences, workshops, driving time, and classes; summer conferences would be paid a maximum of \$175 per day) ..... | \$25/hour  |
| Mentor Pay   |            |
| Year one.....  | \$600      |
| Year two.....  | \$300      |
| Year three.....  | \$200      |
| Parent Family Liaison (2).....   | \$500      |
| H.S. Yearbook (If at least one semester yearbook course is offered).....   | \$1,500    |
| H.S. Yearbook (If no yearbook course is offered).....  | \$3,000    |
| Drama Director/Forensics (After School Production) Annually .....  | \$2,500    |
| Drama Music/Band Director (After School Production).....   | \$750      |
| Quiz Bowl.....   | \$500      |
| HS Flag Corp.....  | \$325      |
| HS National Honor Society.....   | \$750      |
| National Junior Honor Society.....   | \$650      |
| Elementary Vocal Music /Annual Stipend (if an evening performance).....  | \$100      |
| HS/MS Band/Vocal Music.....  | \$3,000    |
| Student Advisors   |            |
| High School Student Senate .....   | \$750      |
| High School SLS Advisor .....  | \$625      |
| Middle School Student Council .....  | \$500      |
| Ecology Club   |            |
| High School .....  | \$625      |
| Middle School .....  | \$350      |
| Elementary .....   | \$350      |
| Robotics (if grant funded) .....   | \$1,500    |
| District Testing Coordinator .....   | \$1,500    |
| Overnight Trip (Outside Schedule B) per night/per person....   | \$75       |
| Jr/Sr HS Grade Level Advisors  |            |
| 7 <sup>th</sup> .....  | \$100      |
| 8 <sup>th</sup> .....  | \$100      |
| 9 <sup>th</sup> .....  | \$100      |
| 10 <sup>th</sup> .....   | \$200      |
| 11 <sup>th</sup> .....   | \$500      |
| 12 <sup>th</sup> .....   | \$500      |
| Event Coordinator (includes events such as Graduation, Veteran's Day).....   | \$900      |

## ATHLETICS

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|---|-------|
| Head Football.....                        | .12   |
| Assistant Football (4).....               | .10   |
| Head Basketball.....                      | .12   |
| J.V. Basketball.....                      | .10   |
| 9th Grade Basketball.....                 | .06   |
| 8th Grade Basketball.....                 | .06   |
| 7th Grade Basketball.....                 | .06   |
| Head Baseball/Softball.....               | .10   |
| J.V. Baseball/Softball.....               | .08   |
| Head Bowling.....                         | .06   |
| Head Golf.....                            | .10   |
| Head Track (boys and girls combined)..... | .10   |
| Assistant Track.....                      | .08   |
| M.S. Track (boys).....                    | .05   |
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| Head Cross Country.....                   | .10   |
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| M.S. Volleyball.....                      | .06   |
| Head Soccer.....                          | .12   |
| Head Wrestling.....                       | .10   |
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| JV Competitive Cheerleading.....          | .10   |
| HS Sideline Cheerleading.....             | .05   |
| M.S.                                      |       |
| Cheerleading.....                         | .04   |
| Night Game Supervisor Per Event .....     | \$35  |


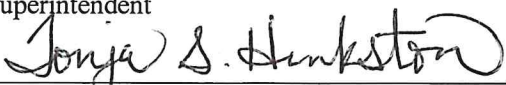
Schedule B salaries will be paid at the BA schedule rate according to experience in that position up to and including Step 8 on the following scale.

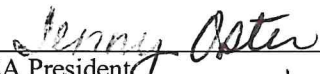
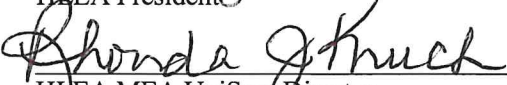
| Step | BA       |
|------|----------|
| 1    | \$33,644 |
| 2    | \$35,084 |
| 3    | \$36,342 |
| 4    | \$37,422 |
| 5    | \$38,823 |
| 6    | \$39,441 |
| 7    | \$41,270 |
| 8    | \$43,187 |

**LETTER OF AGREEMENT**  
**between**  
**Houghton Lake Education Association/MEA**  
**and**  
**HLCS Board of Education**  
**May 14, 2021**

The Houghton Lake Community School District and the Houghton Lake Education Association entered into discussions to prorate certain Schedule B activities for the 2021-22 and 2022-23 school years. The following Schedule B stipends will be prorated by the percentage listed for the 2021-23 school years only:

| <u>Schedule B Activity</u>  | <u>Percentage Reduced</u> |
|---|---------------------------|
| All Committee Work  | 15%                       |
| <ul style="list-style-type: none"> <li>• District Curriculum Council</li> <li>• District School Improvement Team</li> <li>• Building School Improvement Team</li> <li>• Building School Improvement Chair</li> <li>• Illuminate Data Coach</li> <li>• Department Heads/Grade Level Chairs</li> </ul>  |                           |
| All Student Activities  | 15%                       |
| <ul style="list-style-type: none"> <li>• Drama Music/Band Director (after school)</li> <li>• HS/MS Vocal Music</li> <li>• HS/MS Band</li> <li>• Music</li> <li>• Parent Family Coordinator</li> <li>• Grade Level Advisors</li> <li>• NHS/SLS/NJHS</li> <li>• District Testing Coordinator</li> <li>• Event Coordinator</li> <li>• Student Senate</li> <li>• Yearbook (no course offered)</li> <li>• Drama Director/Forensics (after school)</li> <li>• HS Flags</li> </ul> |                           |
| All Athletic Activities   | 15%                       |
| All Mentors   | 15%                       |
| Any Others (except if required by grant)  | 15%                       |
| Hourly Work   | 0%                        |

  
 \_\_\_\_\_  
 Superintendent  
  
 \_\_\_\_\_  
 HLCS Negotiator  
 6/8/2021  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 HLEA President  
  
 \_\_\_\_\_  
 HLEA MEA UniServ Director  
 6/22/2021  
 \_\_\_\_\_  
 Date



**LETTER OF AGREEMENT**  
**between**  
**Houghton Lake Education Association/MEA**  
**and**  
**HLCS Board of Education**  
**May 14, 2021**

The Houghton Lake Community School District and the Houghton Lake Education Association have realized that hiring new teachers is becoming increasingly competitive. In order to hire the best available teachers, the parties have agreed that the following bonus payments will be made in addition to the normal salary step schedule. These payments are not reportable under the ORS RIM:

New teachers hired for the 2021-22 school year:

\$1000 stipend paid in second payroll in June after completion of the 2021-22 school year.

\$2000 stipend paid in second payroll in June after completion of the 2022-23 school year.

\$3000 stipend paid in second payroll in June after completion of the 2023-24 school year.

New teachers hired for the 2022-23 school year:

\$1000 stipend paid in second payroll in June after completion of the 2022-23 school year.

\$2000 stipend paid in second payroll in June after completion of the 2023-24 school year.

\$3000 stipend paid in second payroll in June after completion of the 2024-25 school year.

If the teacher does not complete the school year, the payment will not be made. If the teacher starts the school year after the first day of the work calendar, the first payment will be prorated.

This is a non-precedent setting agreement that will be reviewed prior to the 2023-24 school year. Teachers hired for 2023-24 will not be afforded the above payments without further agreement between the parties.

Bar Wilk  
Superintendent  
Jonja S. Hinkston  
HLCS Negotiator  
6-30-21  
Date

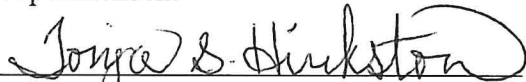
Jenny Oster  
HLEA President  
Shonda Getcruch  
HLEA MEA UniServ Director  
6/22/2021  
Date

**LETTER OF AGREEMENT**  
between  
**Houghton Lake Education Association/MEA**  
and  
**HLCS Board of Education**  
May 14, 2021

This Letter of Agreement is entered into between the Board of Education of Houghton Lake Community Schools and Houghton Lake Education Association. The parties agree to the following for the 2021-2022 school year:


The District agrees to meet and collaborate with Houghton Lake Education Association during the month of August 2021 with the intent of drafting a Letter of Agreement before the first day of school in regard to the work requirement guidelines for virtual teaching assignments (with the exception of traditional high school virtual learning prior to the Covid-19 pandemic).

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
HLCS Negotiator

6-30-21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
HLEA President

  
\_\_\_\_\_  
HLEA MEA UniServ Director

6/22/2021  
\_\_\_\_\_  
Date