

MASTER AGREEMENT

HOUGHTON LAKE COMMUNITY SCHOOLS  
BOARD OF EDUCATION

and

HOUGHTON LAKE EDUCATION ASSOCIATION  
(MEA/NEA)

July 1, 2025 to June 30, 2027

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, academic advisors, librarians, instructional/behavior 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 AND 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 their membership in the Association, their participation in any lawful activities of the Association or collective professional negotiations with the Board or their 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 a teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it affects their teaching responsibilities.
- H. Employees may choose to pay their Union membership dues by payroll deduction if allowed by law. The Union will notify the District of the amount to be deducted for each employee, along with the authorization from each employee opting for payroll deduction by August 15 each year. The dues will be deducted in equal installments over twenty-one (21) pays beginning with the first pay of the school year. The District will remit the collected fees from the payroll deductions to the Union within ten (10) days of collection along with a report indicating the amounts attributable to each employee.

**ARTICLE 3  
BOARD 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 by 7:40 a.m. no later than twenty (20) minutes before school starts at 8:00 a.m. The start of school is defined as the time when students are in the classroom ready to begin instruction.
  2. Be at the assigned place of duty by 7:50 a.m., no later than ten (10) minutes before school starts.
  3. Leave school at 3:00 p.m., no earlier than five (5) minutes after school is dismissed at 2:55 p.m.
  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 per day and the teacher workday shall be no longer than seven 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 at 11:20 a.m., three (3) hours and twenty (20) minutes after the starting time for students on the semester ending records days.
  - 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 grade level classroom teachers of recess duty. Certified teachers who are not assigned a grade level classroom may be assigned to recess duty. One fifteen (15) minute recess shall be scheduled each day in addition to the 35 minute lunch.
- E. Under no conditions shall a teacher be required to drive a school bus as part of their regular assignment.
- F. The Board shall make available in each school an adequate lunchroom, a properly maintained restroom for teacher use, and existing telephone facilities shall be made available to teachers for their reasonable use.
- G. Adequate off-street parking facilities and walkways shall be provided and properly maintained apart from student parking.
- H. 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.
- I. 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.
- J. Teachers may be required to attend one evening open house per year not to exceed two hours. The exception is kindergarten and 7th grade teachers who will be required to attend both an open house and kindergarten round-up/new student orientation night. Teachers will be compensated \$35 per hour to a maximum of \$70 for attending an evening event beyond the one required open house.
- K. As a part of the work year and compensation schedule, teachers are required to attend two (2) parent/teacher conference evenings not to exceed three and a half (3.5) hours per evening. Generally, P/T Conferences will be scheduled for two evenings in the fall. The format of conferences shall be determined jointly by administration and the Association.

**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 \$35 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. Beginning with the 2025-26 school year, 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 for the regular school calendar).
  - 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.
  - 3. All seniority shall be lost when a teacher retires, resigns, or is discharged. Seniority shall be frozen for a teacher on layoff or if the teacher transfers to a non-bargaining unit position in the District for one (1) year or less. If they return to the bargaining unit within the one year, they shall be entitled to such rights as they may have had under this Agreement at the point that they left the unit.
- B. A seniority list shall be prepared by the employer and provided to the Association no later than October 31 each year. The seniority list shall be in rank order of the teachers first date of work as set forth in the preceding section. If there is a "tie" on the seniority list, the tie shall be broken according to the last four digits of the social security number, with the person having the highest number having the greatest seniority and so forth until all members are ranked.

- C. The seniority list shall be published with notation of the certification, endorsements, and certificate expiration then on file with the employer of each teacher and emailed to each bargaining unit member by October 31 of each school year. Any proposed corrections shall be brought to the attention of the administration and Association President for review by November 15 each year. After mutual agreement, the list shall be final.

**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. Upon request, employees shall provide verification of illness under this article after three (3) consecutive days of absence. If required by law, the employer will reimburse out-of-pocket expenses the employee incurs in obtaining the documentation.
- C. Absence from duty for the following reasons shall be considered to be sick leave:
  - 1. Personal illness.
  - 2. Illnesses in the family (limited to nine (9) days per year unless the absence qualifies under FMLA or an exception is granted by the superintendent). Family for this illness shall be interpreted as child, parent, spouse, domestic partner, grandparent, grandchild, sibling or an individual related by blood or whose close association with the employee is the equivalent of a family relationship.

- 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 means 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 (not including mileage) for the performance of such obligation. This absence shall not count against the teacher's leave bank unless the matter is their own personal situation.

**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 their period of active duty. The employee shall return to their 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 their seniority and certification entitles them.

- 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.

- 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 and academic advisors may be requested by administration to perform their regular work duties for up to fifteen (15) additional days and Social Workers and Instructional/Behavior Coaches for up to five (5) additional days, outside the school year calendar and will be paid at their per diem rate for each day or hours worked as preapproved by the superintendent. This is not for professional development, training, or orientations.
- E. For step movement, an employee must work  $\frac{2}{3}$  of the days of the semester to get credit for the semester or  $\frac{2}{3}$  of the days of the year to get credit for the year. Paid days are considered days worked for the purpose of step movement.

**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 \$45 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 \$45 per day for unused sick days will be paid. Each teacher is to designate a beneficiary. If no beneficiary is designated, payment will be made to the estate of the deceased.
- C. For every HLEA member actively employed by the District as of the ratification of the 2009-2011 contract, a payment of \$6,800 or \$45 per unused sick day in Section A above, whichever is greater, shall be made to a 403(b) account in their name held with a vendor on the District's approved vendor list, as of the date of their retirement.
- 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 their 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 their 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).

- 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 their employment, the Board will provide legal counsel and render all necessary assistance to the teacher in their 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 their 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 their 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 their 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(s).
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 they 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. They 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. They shall have no power to interpret state or federal law.
- c. They shall not hear any grievance previously barred from the scope of the grievance procedure.
- d. They 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 them, 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 their Schedule B position and/or Extra Duty assignments, they 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 website.
- 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**

- 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 ensure 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 may have more than one probationary teacher if they are in the same grade level or department.

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 they are not absent from more than two (2) school sponsored meetings with their 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. If a teacher teaches their own class and another teacher's class at the same time they will be paid \$35 per full class period.

## **ARTICLE 21 LAYOFF AND RECALL**

It is understood by the parties that determining teacher staffing level and any reduction of staff is within the sole discretion of the Board. The procedures set forth in this article shall govern the reduction of staff, laying off and recalling teachers.

- A. The district retains the right to determine the teaching schedule each year. If any current teaching positions are eliminated, the teachers in positions being eliminated are considered displaced. A displaced teacher shall be transferred into a vacant position within their area of certification prior to any teacher being laid off.
- B. If layoffs are necessary, teachers in that area of certification will be laid off in inverse order of seniority provided all other factors distinguishing those teachers from each other are equal as stated in section E below.
- C. At least ten (10) calendar days prior to layoff notices being given to teachers, the Association will be notified of a contemplated reduction in personnel with the potential staff affected and rationale. Teachers being laid off shall be notified in writing no less than thirty (30) calendar days prior to the effective date of layoff.
- D. Certification shall be defined as holding the required certificates, endorsements, and licenses to serve in the position assigned.
- E. Distinguishing factors of qualification shall be defined as holding valid certification for the position, severity of a teacher's disciplinary record, relevant special training (in accordance with MCL 380.1248), excessive absenteeism unrelated to legitimate medical or other leave, and the most recent year-end evaluation rating.

- F. The certification and qualifications of a teacher to be laid off shall be the certification and accumulated qualifications on file with the Board at the time the layoff notification to the Association occurs. The certification and qualifications of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff. It is the teacher's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes to their certificates, as they occur.
- G. The Board shall give written notice of layoff or recall by sending a registered or certified letter to the teacher at their last known address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or any other notice. It shall be the responsibility of the teacher to notify the Board of any change in address.
- H. Teachers have a right to recall for two (2) years from the effective date of layoff provided they did not receive an overall rating of less than effective for their most recent year-end evaluation rating. They will be recalled in each area of certification in seniority order (highest senior teacher first) provided all other factors distinguishing those teachers from each other are equal as stated in section E above.
- I. If the teacher fails to report to work within ten (10) calendar days of the date of the recall notice of a position for which the teacher is adequately certified and qualified, the teacher shall be deemed a voluntary separation and shall forfeit any further right of recall.
- J. The Board's obligation to pay salary, fringe benefits and all other benefits under this collective bargaining agreement is suspended for the duration of any layoff. All insurance benefits will continue in effect until the end of the month of the effective date of layoff. Thereafter, upon carrier approval, a laid off teacher may continue insurance coverage under COBRA at no expense to the employer.
- K. A bargaining unit member who is laid off and is paid unemployment compensation benefits (associated with their 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 their unemployment compensation plus that annual salary rate will be equal to the rate of salary they would have earned for the school year had they not been laid off or given notice of layoff.

**ARTICLE 22  
EVALUATION**

The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and evaluation procedures in Appendix E regarding the evaluation of teachers. The 5D+ Teacher Evaluation shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will be objective criteria as determined by the evaluation tool. The grievance procedure may only be utilized if the evaluation procedures are not followed and the teacher receives a final rating of less than effective on their year-end evaluation. Any changes to the Evaluation Procedures must be mutually agreed upon between the HLEA and the District. Professional staff members such as psychologists, social workers, OT, and PT will be evaluated using an instrument that is mutually agreeable. Professional staff members will serve a four (4) year probationary period.

**ARTICLE 23  
DISCIPLINE**

- A. A bargaining unit member may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. Discipline for the purpose of this Agreement includes warnings, reprimands, and suspensions up to fifteen (15) days. Teachers may only grieve discipline up to the Superintendent.
- B. Disciplinary action that includes suspensions over fifteen (15) days or discharge shall occur in accordance with the statutory requirements under the Michigan Tenure Act.
- C. A program of progressive discipline shall be followed for each unrelated incident:
  - 1. Verbal reprimand
  - 2. Written reprimand
  - 3. Suspension without pay up to three (3) days
  - 4. Further discipline/suspensions up to and including discharge
- D. The parties recognize that the severity of an offense may provide for the acceleration of the above progression of discipline. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.
- E. Any teacher shall, upon request, be entitled to Association representation during investigative interviews that could lead to disciplinary action against the teacher or any meeting that the teacher is being reprimanded, warned, or disciplined for any infraction or delinquency or inadequacy in professional performance.

- F. No materials resulting from any complaint or discipline will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material.
- G. Each teacher shall have the right to review their personnel file in the presence of the Administration. A representative of the Association may be requested by either party to accompany the Teacher to such review.

**ARTICLE 24  
VACANCIES AND TRANSFERS**

**A. VACANCIES**

- 1. A vacancy shall occur whenever a bargaining unit member vacates a unit position as the result of resignation, dismissal or transfer that the district intends to fill. Newly created bargaining unit positions shall also be considered a vacancy. A leave of absence by a Teacher for the entire school year shall also be considered a vacancy.
- 2. When any bargaining unit vacancies occur, the Board shall inform the Association, provide electronic notice to employees, and post the vacancy on the application tracking platform. It is agreed between the parties that notification of vacancies through email is a courtesy and failure to have received same shall not be subject to the grievance procedure.
- 3. Vacancies shall be posted for seven (7) calendar days before being filled unless the superintendent and the Association President mutually agree to a shorter posting period due to unique challenges with a certain position. The Board agrees to consider certification, distinguishing factors of qualification as defined in Article 21E, and length of service to the school system for any transfer requests and internal applications prior to hiring an outside applicant.
- 4. If an internal candidate is not selected, the administration will make a personal contact (phone call or in person, preferably in person) to discuss the basis for the non-selection.

**B. TRANSFERS**

Teachers may be transferred due to scheduling needs. Requests from a bargaining unit member for a specific transfer to a vacant position shall be made by emailing the building principal. The request shall state the reasons for the transfer, the applicant's qualifications, certification, and rationale.

**ARTICLE 25  
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 every payroll for a total of twenty-six (26) pays from September 1 until August 31 or if receiving twenty-one (21) pays, from 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 health/medical insurance and the other will take Plan B.

PLAN A: FOR EMPLOYEES ELECTING HEALTH/MEDICAL INSURANCE:

- 1. MESSA ABC 1 \$1650/\$3300; ABC Rx; ABC Rx changes to 3 Tier Rx on January 1, 2026
- 2. MESSA ABC 2 \$2000/\$4000, 3 Tier Rx Mail
- 3. MESSA ABC 2 \$2000/\$4000, 5 Tier Rx will be available January 1, 2026
- 4. MESSA Choices II \$1000/\$2000 with \$20/\$25/\$50 copay and 3 Tier Rx Mail.

NON-MEDICAL BENEFITS FOR ALL HEALTH PLANS:

|                      |  |
|----------------------|--|
| Long Term Disability | 60% \$4000 maximum<br>90 calendar days - Modified Fill, Freeze on Offsets; Pre-existing condition waiver<br>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         | 100/100/75/50: \$1,500 (\$1,500 Lifetime Maximum Class IV)<br>Plan Year July 1 through June 30   |

- E. Worker's Compensation: Teachers on worker's compensation shall be allowed to utilize sick and personal days on a prorated basis to make up the difference between the Worker's Compensation benefit and their normal salary.

The Board’s maximum monthly contribution for all costs associated with Health/Medical insurance shall be no higher than the PA 152 2025 State Hard Cap amount until December 31, 2025 and the PA 152 2026 State Hard Cap amount beginning January 1, 2026 through December 31, 2026 and the PA 152 2027 State Hard Cap amount beginning January 1, 2027. If a successor agreement is not reached prior to January 1, 2028, any increase in premiums will be shared equally between the district and the employee.

If the HSA Plan 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 100% of non-medical cost for members electing health/medical insurance.

**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. For Plan B employees, cash-in-lieu will be calculated by the number of teachers opting out of health insurance and paid to the employee on a monthly basis. Each year, the District will determine how many teachers are opting out as of August 30 and begin monthly pay in September. On November 30, the District will determine how many teachers are opting out and begin new level of monthly pay in January. Monthly pay will continue at that level until August 30 review of the number of teachers opting out.

| Number of Employees Opting Out of Medical Insurance<br>(Plan B Employees) | Cash In Lieu    |
|---|-----------------|
| 0-11  | \$250 per month |
| 12  | \$300 per month |
| 13 or more  | \$350 per month |

**ARTICLE 26  
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 at the end of the school year.
  - 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 their regular rate for working the rescheduled make-up time if the teacher was required to work on the canceled 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 and open house 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 are attached.

**ARTICLE 27  
DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by the parties and shall continue in effect until the June 30, 2027. This Agreement shall not be extended orally and is expressly understood that it shall expire on the date/s indicated.

HOUGHTON LAKE EDUCATION  
ASSOCIATION (MEA/NEA)

HOUGHTON LAKE COMMUNITY SCHOOLS  
BOARD OF EDUCATION

\_\_\_\_\_  
Jenny VanDuinen, President

\_\_\_\_\_  
Bryan Jeske, President

\_\_\_\_\_  
Tonja Hinkston, UniServ Director

\_\_\_\_\_  
Paula Whittington, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Financial Summary 2025-27

1. Steps and lanes granted both years to eligible employees.
2. 100% paid on non-medical insurance beginning 2025-26 (September 1, 2025, up from 60%)
3. For 2025-26 scale, 4% increase from 2024-25 scale all steps/lanes
4. For 2026-27 scale, 4% increase from 2025-26 scale all steps/lanes
5. Longevity added beginning 2025-26 as listed below.
6. 2025-26 OFF SCHEDULE STIPEND: 2.5% of 2024-25 base salary as listed below.
7. 2026-27 OFF SCHEDULE STIPEND: 2.5% of 2025-26 base salary as listed below

**SCHEDULE A  
SALARY SCHEDULE  
(182 workdays)**

**2025-26**

| Step | BA       | BA 20    | BA 30    | MA       |
|------|----------|----------|----------|----------|
| 1    | \$45,378 | \$46,303 | \$46,749 | \$47,397 |
| 2    | \$47,170 | \$48,068 | \$48,648 | \$49,466 |
| 3    | \$48,922 | \$49,792 | \$50,502 | \$51,486 |
| 4    | \$50,631 | \$51,476 | \$52,313 | \$53,978 |
| 5    | \$52,053 | \$53,118 | \$54,605 | \$56,470 |
| 6    | \$53,672 | \$55,251 | \$56,896 | \$58,962 |
| 7    | \$55,787 | \$57,383 | \$59,187 | \$61,454 |
| 8    | \$57,902 | \$59,516 | \$61,480 | \$63,945 |
| 9    | \$60,016 | \$61,648 | \$63,771 | \$66,437 |
| 10   | \$62,131 | \$63,781 | \$66,063 | \$68,929 |
| 11   | \$64,246 | \$65,913 | \$68,354 | \$71,421 |
| 12   | \$66,360 | \$68,046 | \$70,645 | \$73,913 |
| 13   | \$68,475 | \$70,179 | \$72,937 | \$76,405 |
| 14   | \$70,755 | \$72,487 | \$75,408 | \$79,087 |

**LONGEVITY**

Beginning in 2025-26, a longevity payment will be paid to each employee based upon service to HLCS in this bargaining unit as of June 30 of each fiscal year and shall be paid on the last pay of June that year. In calculating longevity, the employee must work and be paid at least 75% of their scheduled work year for it to count as a year of service. Longevity will be paid according to the following schedule:

| Years of Service | Amount to be Paid by June 30 |
|------------------|------------------------------|
| 10-15            | \$500                        |
| 16-20            | \$750                        |
| 21-25            | \$1000                       |
| 26-30            | \$1250                       |
| 31+              | \$1500                       |

**2025-26 OFF SCHEDULE STIPEND**

If the audited unassigned fund balance as of June 30, 2025 exceeds 30% of expenditures, each bargaining unit member will receive an additional 2.5% of their 2024-25 base salary in an off schedule payment for 2025-26. The off-schedule payment will be made before November 30, 2025. This payment is additional wages for ongoing work during the 2025-26 school year and will be treated as an ORS pensionable stipend.

**SCHEDULE A  
SALARY SCHEDULE  
(182 workdays)**

**2026-27**

| Step | BA       | BA 20    | BA 30    | MA       |
|------|----------|----------|----------|----------|
| 1    | \$47,193 | \$48,155 | \$48,619 | \$49,293 |
| 2    | \$49,057 | \$49,990 | \$50,594 | \$51,444 |
| 3    | \$50,878 | \$51,784 | \$52,522 | \$53,546 |
| 4    | \$52,657 | \$53,535 | \$54,406 | \$56,137 |
| 5    | \$54,135 | \$55,243 | \$56,789 | \$58,729 |
| 6    | \$55,819 | \$57,461 | \$59,172 | \$61,320 |
| 7    | \$58,018 | \$59,678 | \$61,555 | \$63,912 |
| 8    | \$60,218 | \$61,897 | \$63,939 | \$66,503 |
| 9    | \$62,417 | \$64,114 | \$66,322 | \$69,095 |
| 10   | \$64,616 | \$66,332 | \$68,705 | \$71,686 |
| 11   | \$66,816 | \$68,550 | \$71,088 | \$74,278 |
| 12   | \$69,015 | \$70,768 | \$73,471 | \$76,869 |
| 13   | \$71,214 | \$72,986 | \$75,855 | \$79,461 |
| 14   | \$73,586 | \$75,386 | \$78,425 | \$82,250 |

**LONGEVITY**

Beginning in 2025-26, a longevity payment will be paid to each employee based upon service to HLCS in this bargaining unit as of June 30 of each fiscal year and shall be paid on the last pay of June that year. In calculating longevity, the employee must work and be paid at least 75% of their scheduled work year for it to count as a year of service. Longevity will be paid according to the following schedule:

| Years of Service | Amount to be Paid by June 30 |
|------------------|------------------------------|
| 10-15            | \$500                        |
| 16-20            | \$750                        |
| 21-25            | \$1000                       |
| 26-30            | \$1250                       |
| 31+              | \$1500                       |

**2026-27 OFF SCHEDULE STIPEND**

If the audited unassigned fund balance as of June 30, 2026 exceeds 30% of expenditures, each bargaining unit member will receive an additional 2.5% of their 2025-26 base salary in an off schedule payment for 2026-27. The off-schedule payment will be made before November 30, 2026. This payment is additional wages for ongoing work during the 2026-27 school year and will be treated as an ORS pensionable stipend.

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.

#### **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. Athletic stipends will be paid at the BA step 1 schedule rate times the percentage listed for each position.

**ATHLETICS**  
**PERCENTAGE LISTED TIMES THE BA STEP 1 = ATHLETIC POSITION STIPEND**

| ATHLETIC POSITION   | STIPEND |
|---|---------|
| Baseball/Softball - Head  | .10     |
| Baseball/Softball - JV  | .08     |
| Basketball - Head   | .12     |
| Basketball - JV   | .10     |
| Basketball - 9th Grade  | .08     |
| Basketball - Middle School  | .06     |
| Bowling   | .08     |
| Cheerleading - Varsity Competitive                                    | .10     |
| Cheerleading - JV Competitive   | .08     |
| Cheerleading - HS Sideline  | .05     |
| Cheerleading - Middle School  | .06     |
| Cross Country - Head  | .10     |
| Esports (per season)  | .04     |
| Football - Head   | .12     |
| Football - Assistant (4)  | .10     |
| Golf - Head (each season)   | .10     |
| Soccer - Head   | .10     |
| Track - Head (boys and girls combined)                                | .10     |
| Track - Assistant   | .08     |
| Track - Head Middle School  | .06     |
| Track - Assistant Middle School                                       | .05     |
| Volleyball - Head   | .10     |
| Volleyball - JV   | .08     |
| Volleyball - Middle School  | .06     |
| Wrestling - Head  | .10     |
| Night Game Supervisor Per Night                                       | \$50    |
| Night Game Worker Per Night   | \$25    |
| Weight Room Supervisor per hour (approximate one hour per school day) | \$35    |

**NON-ATHLETICS**  
**PERCENTAGE LISTED TIMES BA STEP 1 = NON-ATHLETIC POSITION STIPEND**

| NON-ATHLETIC POSITION   | STIPEND     |
|---|-------------|
| Curriculum Council - District (3 Positions)   | .013        |
| Data Coach (2) (K-6 and 7-12)   | .019        |
| Department Head-7-12 (per department head)  | <b>.011</b> |
| Drama Director (After School Production)  | <b>.055</b> |
| Drama Music/Band Director (After School Production)   | .019        |
| Ecology Club HS (2) PK-6 and 7-12   | .016        |
| Event Coordinator - Graduation  | .023        |
| Event Coordinator - Homecoming  | .023        |
| Event Coordinator - Prom  | .023        |
| Event Coordinator - Reading Month   | .023        |
| Event Coordinator - Veteran's Day   | .023        |
| Flag Corp   | .008        |
| Forensics   | .013        |
| Grade Level Advisors (Grades 7, 8, 9) Each  | .003        |
| Grade Level Advisor (Grades 10)   | .005        |
| Grade Level Advisors (Grades 11, 12) Each   | .013        |
| Grade Level Chairs K-6 (per grade level)  | .011        |
| National Honor Society  | .019        |
| National Junior Honor Society   | .016        |
| Overnight Trip (Outside Schedule B) Per Night/Per Person  | .002        |
| Parent Family Liaison (2) (K-2 and 3-6)   | .018        |
| Quiz Bowl   | .013        |
| Robotics  | .038        |
| School Improvement - District Team (3 Positions)  | .019        |
| School Improvement - Building Chair (Per Building)  | .019        |
| School Improvement - Building Team (3) (2 Gen Ed/1 Special Ed Teacher)  | .013        |
| SLS Advisor   | .016        |
| STEM Club   | .016        |
| Student Council 7-8   | .013        |
| Student Senate 9-12   | .023        |
| Testing Coordinator - District (2) K-6 and 7-12   | .038        |
| Vocal Music/Band Director - 7-12  | .075        |
| Vocal Music Director - Elementary (After School-Performances) per event (3 maximum)   | .005        |
| Yearbook - HS (If at least one semester yearbook course is offered)   | .038        |
| Yearbook - HS (If no yearbook course is offered)  | .075        |
| Sub Teacher/per class   | \$35/class  |
| After school instruction/homebound tutoring, summer School Instruction, or providing classroom lesson plans/materials for staff on leave with superintendent approval                             | \$35/hour   |
| District determined PD activities outside of work time (excludes teacher requested conferences/workshops, driving time, and classes; summer conferences would be paid a maximum of \$245 per day) | \$35/hour   |
| Overload (teaching regular class during prep period): 7 period day = 1/7, 6 period day = 1/6<br>(prorated if whole prep is not scheduled for teaching)  |             |





**APPENDIX D**  
**HOUGHTON LAKE COMMUNITY SCHOOLS – MICHIGAN EDUCATION ASSOCIATION**  
**AUTHORIZATION AGREEMENT FOR PAYROLL MEA DUES DEDUCTION**

I hereby authorize the Michigan Education Association and Houghton Lake Community School District to coordinate payroll dues deduction for union dues. This authorization will also allow the Michigan Education Association and Houghton Lake Community School District to adjust entries to correct errors. It is agreed that these withdrawals and deposits and adjustments will be made electronically and under the Rules of the National Automated Clearing House Association.

Employee Name \_\_\_\_\_  
Employee ID (District) \_\_\_\_\_  
Local Association \_\_\_\_\_  
Member MEA ID \_\_\_\_\_

Total Dues for Year \_\_\_\_\_  
Amount to be Deducted Per Pay = \_\_\_\_\_ over 21 pays (1/21 per pay)

By my signature, I indicate that I have read, understand, and agree to the terms of this Agreement. I acknowledge that I have not been subject to any duress, intimidation, threats, or coercion in the execution of this Agreement.

This authorization represents an ongoing commitment and shall remain in full force and effect from month-to-month and year-to-year until I provide written notice of cancellation in writing to both the Michigan Education Association and Houghton Lake Community School District a minimum fourteen (14) days prior to the pay date.

It is also my understanding the amount deducted may vary month-to-month and year-to-year, dependent upon factors including - but not limited to - errors, salary/wages earned, and hours worked.

I understand Houghton Lake Community School District may withhold different amounts after the Michigan Education Association provides the District with notice of any changed amounts delineated on this authorization form.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

**HOUGHTON LAKE COMMUNITY SCHOOLS  
MICHIGAN EDUCATION ASSOCIATION UNION DUES  
PAYROLL DUES DEDUCTION – CHANGE FORM**

Employee Name \_\_\_\_\_

Employee ID (District) \_\_\_\_\_

Local Association \_\_\_\_\_

Member MEA ID \_\_\_\_\_

**NEW Authorization:**

Total Dues Amount \_\_\_\_\_

Amount Per Pay \_\_\_\_\_

First Payroll Date for Deduction \_\_\_\_\_

**END Authorization:**

Last Payroll Date for Deduction \_\_\_\_\_

Current Amount \_\_\_\_\_

Adjustments (if applicable): \_\_\_\_\_

**CHANGE in Authorization Amount:**

Current Amount \_\_\_\_\_

New Amount \_\_\_\_\_

Effective Date \_\_\_\_\_

Explanation (if applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted By \_\_\_\_\_

Date \_\_\_\_\_

## **APPENDIX E TEACHER EVALUATION PROCEDURES**

The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and evaluation procedures in Appendix E regarding the evaluation of teachers. The 5D+ Teacher Evaluation shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will be objective criteria as determined by the evaluation tool. The grievance procedure may only be utilized if the evaluation procedures are not followed and the teacher receives a final rating of less than effective on their year-end evaluation. Any changes to the Evaluation Procedures must be mutually agreed upon between the HLEA and the District. Professional staff members such as psychologists, social workers, OT, and PT will be evaluated using an instrument that is mutually agreeable. Professional staff members will serve a four (4) year probationary period.

### **BIENNIAL EVALUATIONS**

Any teacher who has received an effective rating on three consecutive year-end evaluations will be evaluated biennially.

- The biennial evaluation rotation will begin in the 2024-25 school year. The principal will determine the group of teachers (about half) who will be evaluated in the 2024-25 school year, with the remaining group being evaluated in the 2025-26 school year.
- Any teacher on an IDP will be evaluated annually until no longer on the IDP.
- During the “off-year”, teachers will not be required to do a self-evaluation or set goals because they are receiving an effective rating from the previous school year.

### **TEACHER EVALUATION PROCESS:**

#### **A. Goal Setting:**

In the fall and prior to the first observation, the administrator and teacher will identify and develop no more than three specific performance goals that will assist the teacher in improving effectiveness for the upcoming school year. The administrator and teacher will reference the prior year’s evaluation in identifying these goals and will specify any recommended training identified by the school administrator in consultation with the teacher that would assist the teacher in meeting these goals.

#### **B. Number and Length of Observations:**

The administrator will notify the teacher of the date of a scheduled observation at least two (2) days prior to the observation. Classroom observations must be at least 15 minutes long, but Administrators are encouraged to devote 30-40 minutes for each scheduled observation. There will be at least three (3) classroom observations of a tenured teacher, and four (4) classroom observations of non-certified alternate pathway teachers, probationary teachers, and tenured teachers with an IDP, (Individual Development Plan) in each school year that the teacher is evaluated. At least two (2) observations will be during the Fall semester and one

(1) during the Spring semester. At least one observation may be unscheduled at the discretion of the administrator conducting the observation.

A scheduled classroom observation must include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of the pupil engagement in the lesson. These items must be provided to the administrator by the teacher being evaluated at least 24 hours prior to a scheduled observation, and upon request for an unscheduled observation.

**C. Observation Feedback and Post Observation Meeting:**

The lesson plan, state curriculum standard being used in the lesson, and a review of pupil engagement in the lesson must be discussed during a post-observation meeting between the school administrator conducting the observation and the teacher. The administrator will provide initial feedback on the observation via PIVOT on the lesson plan, the state standard, and pupil engagement within seven (7) calendar days of the observation. The post observation meeting can be in person or electronic in PIVOT. If a teacher chooses the electronic meeting option, teachers must respond to the administrator feedback in PIVOT within seven (7) calendar days. The administrator will provide the final feedback within thirty (30) calendar days of the original observation.

**D. Written Year End Evaluation and Rating Guidelines:**

The performance evaluation system must assign a rating to each teacher of effective, developing, or needing support based on the teacher's year-end evaluation. A written evaluation, and feedback concerning the evaluation must be provided in writing to the teacher being evaluated. The administrator performing the performance evaluation will meet with the teacher being evaluated to discuss the written evaluation and feedback, including the teacher's performance rating. If a written evaluation is not provided, the teacher is deemed effective.

**E. Use of Data:**

Whenever possible, the District will use three (3) year trend data pertaining to State Assessment Data and Local Assessment Data. M-Step (ELA & Math), PSAT, and SAT data (State Assessment Data) will be used by teachers at each grade level to represent one-half (10%) of the required 20% of the "Growth Data" on the evaluation. State data will be represented as a building level score that will apply to all teachers within the building.

For the other half (10%) of the required Growth Data, teachers will choose from the local data to include NWEA fall to spring data, and/or local assessment measures, such as teacher pre & post test data and Student Learning Objective (SLO) data, district screeners and benchmark assessments like DIBELS and spelling inventory.

Student growth data calculations and artifacts will be presented by the teacher being evaluated to the administrator assigned to evaluate the employee's job performance in a year-end evaluation.

**Exemption of Student Data:** Teachers wishing to exempt a student's scores based on chronic absenteeism will indicate which student(s) they request for exemption during the presentation of the student growth data. This meeting occurs between the teacher being evaluated and the administrator assigned to perform the final evaluation. Students may be considered eligible for exemption from inclusion in the data if they are absent thirty (30) or more days during the school year, or fifteen (15) or more days for a one semester class. If one student is exempted under these circumstances, all students meeting these same absence criteria must also be exempted from inclusion in the student growth data.

**F. Less Than Effective Teacher Ratings and IDPs:**

Teachers rated less than effective on a year-end evaluation will be placed on an individualized improvement plan (IDP). The IDP must include specific performance goals that will assist in improving effectiveness for the next school year, developed by the school administrator conducting the evaluation, in consultation with the teacher. The IDP will include recommended training identified by the school administrator, in consultation with the teacher, that would assist the teacher in meeting these goals.

The administrator will meet with the teacher being evaluated and discuss the IDP, including improvement expectations, goal areas, and timelines for review. The administrator will collaborate with the teacher to develop no more than three improvement goals for use in the evaluation and IDP process. The IDP will be signed by the teacher being evaluated and will be provided to the teacher in writing.

**Mid-Year Progress Report:** The performance evaluation system must include a mid-year progress report for any teacher who is on an IDP. The mid-year progress report must be used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve.

The mid-year progress report must include the performance goals outlined in section A above. At the mid-year progress report meeting, the school administrator shall develop, in consultation with the teacher, a written improvement plan that includes these goals, training, and is designed to assist the teacher to improve the teacher's rating. The mid-year progress report must not take the place of a year-end evaluation.