

June 30, 1975

A G R E E M E N T
between
HOUGHTON LAKE COMMUNITY SCHOOLS,
BOARD OF EDUCATION
and
HOUGHTON LAKE CHAPTER
of the
MICHIGAN EDUCATION ASSOCIATION

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A G R E E M E N T

This Agreement, entered into this 11th day of June 1973, by and between the Board of Education of the Houghton Lake Community Schools, Houghton Lake, Michigan, hereinafter called the "Board", and the Houghton Lake Chapter of the Michigan Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all certified classroom teachers, guidance counselors, librarians, and department heads whose primary function is, in addition to teaching, one of co-ordinating, and who are not responsible for the hiring and/or firing of certificated personnel, employed or to be employed by the Board, but excluding Principals and Assistant Principals, Superintendents, Assistant Superintendents, business managers, office and clerical employees, teachers' aides and library clerks. The term "teacher", when used hereinafter in this agreement, shall refer to all certified employees represented by the Association in the bargaining or negotiating unit as above defined. The term "Board" shall include its officers, trustees, and/or agents.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certificated employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other law of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any

lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance.

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

C. The Board agrees to furnish the Association in response to reasonable requests from time to time information concerning the financial resources of the district, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

D. The Association may request information on any new or modified fiscal, budgetary or tax programs, construction programs, or major 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 they request in writing to make an appearance before the Board.

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

F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in or association with the activities of any professional education organization.

ARTICLE III

BOARD'S RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative occupational control of the school system and its properties and facilities, and the occupational activities of its teachers.
2. To hire all teachers and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees subject to the provisions set forth in this Agreement.
3. To establish grades and courses of instruction, including special programs, and to provide for athletic recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To decide upon the means and methods of instruction, 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 teacher in affected area with respect to these matters.
5. To determine class schedules, the hours of instruction, and the duties, and responsibilities and assignments of teachers.
6. 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 IV

DEDUCTIONS FOR PROFESSIONAL DUES

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

ARTICLE V

TEACHING HOURS

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

1. Check in no later than twenty-five (25) minutes before school starts.
2. Be at assigned place of duty no later than ten (10) minutes before school starts.
3. Leave school no earlier than twenty (20) minutes after school is dismissed.
4. Permission to leave school earlier or arrive later may be granted by the Building Principal.
5. If school is dismissed early, teachers may be requested by the Administration to remain for important professional meetings.
6. If school is closed due to an Act of God or an equipment breakdown, teachers may be requested via radio, prior to 10:00 A.M., to report for duty or important professional meetings.
7. The Association agrees that the management of students before, during and immediately after the school day is an integral part of every teacher's duty and further agrees

- to cooperate with Building Principals in effective action to promote conditions which are conducive to good discipline.
- B. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least one-half (1/2) hour.

ARTICLE VI

TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. 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 continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in the district and include therein all texts which are reasonably requested by the teachers of the school.

B. The Board agrees to make available adequate typing, duplicating, stencil and mimeograph facilities to aid teachers in the preparation of instructional material.

C. The Board shall provide gym uniforms for physical education teachers, smocks of art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers. (Does not include shoes.)

D. The Board agrees to relieve teachers of playground duty, unless volunteered by a teacher.

E. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

F. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provisions for such facilities will be made in

all future buildings.

G. Existing telephone facilities shall be made available to teachers for their reasonable use.

H. Adequate off street parking facilities shall be provided, and properly maintained apart from student parking.

ARTICLE VII

QUALIFICATIONS AND ASSIGNMENTS

A. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major field of study.

B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible.

C. Any assignments in addition to the normal teaching schedule, during the regular school year, including adult education courses, driver education, extra duties numerated in Schedule B and summer school courses shall not be obligatory but shall be with the consent of the teacher. Certificated personnel may request consideration for special assignments.

ARTICLE VIII

VACANCIES, PROMOTIONS, TRANSFERS AND LAYOFF PROCEDURE

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

B. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent so determines, such a vacancy may be filled on a

temporary basis.

C. Whenever any vacancy in any teaching position covered by this Agreement or administrative position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association. Any teacher may apply for such vacancy within ten (10) days of receipt of notification by the President of the Association.

D. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instruction program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer.

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

F. SENIORITY. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.

G. The term seniority as hereinafter used shall be length of continuous service with the Houghton Lake Community Schools Board of Education

Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

H. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in a particular grade level in grades K-6 and by subject matter taught in grades 7-12.

I. Any teacher who is granted Tenure shall have seniority from the last date of hire.

J. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association.

K. Necessary reduction of Personnel ---- LAYOFF. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Educa-

tion as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agrees as follows:

a. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.

b. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:

1. Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.

2. In the event seniority teachers must be laid off, layoff will be on the basis of seniority within classification. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

L. RECALL. Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified. Refusal of recall (by a teacher) shall result in loss of seniority status.

ARTICLE IX

ILLNESS OR DISABILITY

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

All probationary teachers be given 20 days sick leave per year, cumulative to 60 days; Tenure teachers be given 60

days sick leave per year, cumulative to 120 days.

B. After the third occurrence, the Board may request a doctor's verification of any illness covering the absence for which a teacher is to be paid under this Article.

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

1. Personal illness

2. Illness in the immediate family. (Immediate family for this illness shall be interpreted as those persons regularly domiciled in the home of the teacher). Sick leave may be granted by the administration for illness of relatives other than those regularly domiciled in the home of the teacher.

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

D. Any teacher whose personal illness extends beyond the period compensated under Article IX, Paragraph A shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Prior to reinstatement a doctor's statement is required stating that normal duties can be performed. Upon return from leave, a teacher shall be assigned to the same position if available, or a substantially equivalent position.

E. Paragraph A of this Article shall not apply when illness or injury is the result of employment other than that covered by this Agreement; employment meaning - working for wages.

ARTICLE X

PERSONAL BUSINESS

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

Teachers shall be required to give the reason for such absence in writing. The parties mutually agree that personal business day may not be used for holidays, vacation or recreation.

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 XI

SABBATICAL LEAVES

A. A teacher who has been employed for seven years may be granted sabbatical leave for one year in accordance with Michigan School Code of 1955, paragraph 2, Chapter 9, Section 572.

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

ARTICLE XII

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 compulsory 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.

Teachers who have been dishonorably discharged will not be permitted to return to their duties.

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

C. Maternity leave shall be granted without pay. The leave will become effective four (4) months prior to expected birth unless it is mutually felt that she can continue to effectively perform her duties. Application for returning to her teaching duties must be made by March 1st following the birth of the child. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which she went on leave.

ARTICLE XIII
TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly.
- B. Each non-tenure teacher will be observed a minimum of twice during the school year. Formal observations will be approximately forty-five (45) consecutive minutes in length. The first observation, when possible, will be made prior to November 15; the second observation, when possible, will be made prior to February 15. The teacher and administrator agree that steps will be taken to correct deficiencies discovered in the first observation prior to the second observation.
- C. A copy of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten days thereafter; one to be signed and returned to the administration, the other to be retained by the teacher. In the event, that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file.
- D. Each teacher shall have the right upon request to review the contents of his own personal file except his confidential credentials. A representative of the Association may be requested to accompany the teacher in such a review. No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.
- E. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. It shall be the teacher's responsibility to see that a representative is present. The teacher shall be given a reasonable amount of time not to exceed twenty-four (24) hours (excluding days that school is not in session) to obtain such a representative.

ARTICLE XIV
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. The Board agrees to provide upon application and approval the necessary funds for teachers who desire to attend select professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher if needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.

C. At the request of the Association, or on the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction provided funds are available. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

D. The Board agrees to pay a sum up to \$20.00 per year per teacher for dues for membership in one professional educational organization of teachers choice in the area of the teachers assignment with the administration's approval.

ARTICLE XV

PROFESSIONAL COMPENSATION

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

B. All teachers newly employed may be given full credit on the Salary Schedule set forth in Schedule A for full years of outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.

C. A teacher, for each semester hour of credit earned at an accredited college or university beyond the bachelor degree and permanent certification, not to exceed twenty (20) hours, whether earned prior or subsequent to employment by the Board, shall be paid annually in addition to the teachers base salary, providing the most recent credit is earned within the last five years, in accordance with Schedule B.

The above also applies to those teachers having met the hours requirement for permanent certification but lacking years of experience necessary for the issuance thereof.

D. A teacher, for each semester hour of credit earned at an

accredited college or university beyond the master's degree, not to exceed thirty (30) hours whether earned prior or subsequent to employment by the Board, shall be paid annually in addition to the teacher's base salary, providing the most recent credit is earned within the last five (5) years, in accordance with Schedule B.

E. The Salary Schedule is based upon the regular school calendar, from Labor Day, for a maximum of 185 membership days, or in accordance with State law, and the normal teaching load as defined in this Agreement. For classroom assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at one and one-half (1 1/2) times their individual daily rates.

F. A teacher's daily rate is to be determined by dividing his basic salary for the year by the number of contract days.

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

H. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of twelve (12¢) cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

I. Teachers shall not be required to report more than two (2) days (excluding Saturdays, Sundays and holidays) prior to the beginning of classes in the fall, or to remain more than two (2) days after classes end for the school year.

J. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day. (See Section 257, School Code.)

K. A teacher shall be released from regular duties without loss of salary two (2) days each year for the purpose of participating in State or Regional meetings of the professional education organizations. Personal business days will be charged if meetings are not attended and said days are by law counted as membership.

ARTICLE XVI

SPECIAL TEACHING ASSIGNMENTS

A. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. In the event the teacher does not call by 8:00 A.M. to report unavailability for work, and no substitute can be secured to assume his duties at the beginning of the school day, said teacher shall forfeit \$5.00 per class period. This forfeiture shall not exceed two (2) class periods.

ARTICLE XVII

TERMINAL LEAVE

A. A terminal leave payment of \$5.00 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 \$5.00 per day for unused sick days will be paid. Each teacher is to designate a beneficiary. If no beneficiary is designated, payment will be made to the estate of the deceased.

ARTICLE XVIII

TEACHER PROTECTION

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

B. If any teacher is complained against or sued by anyone outside of the school system as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, providing the teacher has acted within the scope of Board policy.

C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

D. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises. This paragraph shall pertain only to cases resulting from paragraph A. The teacher will subrogate any rights compensated for to the Board.

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

ARTICLE XIX

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may, within twenty one (21) days, file a written grievance with the Board or its designated representative. 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 calendar days.

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

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 (or the written Board policy) alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

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.

B. 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 meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five (5) days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent he shall have ten (10) days from receipt to approve or disapprove the grievance. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved.

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

D. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The Board must be informed of the intent of the Association to submit to arbitration any grievance within five (5) calendar days of the Board's decision or lack of action. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

1. Powers of the arbitrator are subject to the following limitations:

a. He shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

b. He shall have no power to interpret State or Federal law.

c. He shall not hear any grievance previously barred from the scope of the grievance procedure.

2. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

3. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

E. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, or suspended from all or part of his assigned duties, he shall be reinstated with full reimbursement of all professional compensation lost.

G. 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, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall

be barred.

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

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

ARTICLE XX

NO STRIKE CLAUSE

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

ARTICLE XXI

NEGOTIATION PROCEDURES

A. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations

B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision 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.
- D. Copies of this Agreement shall be prepared and furnished at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- E. Salaries shall be disbursed in bi-weekly payments. (This would be 22 or 26 pay periods) Balance of 26 pay contracts shall be paid in June.
- F. Teachers who do not hold a Bachelor's Degree and provisional or permanent certificate shall not progress beyond the five (5) years of experience level on the salary schedule. Upon obtaining a degree a former non-degree teacher shall be credited with no more than five (5) years of his non-degree experience for salary purposes.
- G. Any substitute teacher working on a full-time basis as a substitute for one semester or more should receive an increment proportionate to the length of service if he is given a contract for the following year.
- H. Any parent-teacher conference arrangements shall be made cooperatively between the Association and the Administration.

ARTICLE XXIII

PAST PRACTICES

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

ARTICLE XXIV

SAVINGS CLAUSE

The parties agree that in the event it becomes legal in the State of Michigan to adopt security provisions of the nature declared illegal in *Smeiglel al vs Southgate Community School District*, the Association will have the right to propose such changes it feels appropriate for bargaining to the Board representatives. The parties further agree that in the event any other portion of this Agreement becomes illegal by virtue of appropriate court decisions they will enter negotiations on such matters.

ARTICLE XXV

CLASS SIZE

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

1972-1973 & 1973-1974		1974-1975	
Class size	Weekly aid time	Class size	Weekly aid time
32-35 inclusive	10 hours	31-34 inclusive	10 hours
36-40 inclusive	20 hours	35-39 inclusive	20 hours
41 and over	Full-time aid	40 and over	Full-time

ARTICLE XXVI

INSURANCE PROTECTION

The Board hereby agrees to provide the members of the Houghton Lake Chapter of the Michigan Education Association health-medical insurance as stated below:

1. Twelve (12) month insurance policy (to run concurrent with Master Contract)
2. The choice of two carriers: MEA or Blue Cross

A G R E E M E N T

The Houghton Lake Education Association and the Houghton Lake Community Schools Board of Education through their representatives have amended the current Master Agreement by changing the present Article XXIV, Item 5.

The above noted Article shall be changed to read "MVF-1, plus the following riders: IMB-OB, ML and Master Medical #4."

The parties further agree that the above amendment is effective with the present school year and any benefits resulting from claims under either plan as paid by Blue Cross - Blue Shield is hereby ratified as being correct by both parties.

Houghton Lake Community Schools
Board of Education

Houghton Lake Education
Association

/s/ Eldon E. Dutcher

/s/ Kenneth K. Roberts, Pres.

Dated October 25, 1973

3. Payroll deduction be made available for the payment of the premium.

4. Board of Education to pay a portion of the insurance and this portion to be paid as a "fringe benefit".

5. The Board's portion to be defined as follows:

The Board of Education will pay, toward the policy of the teacher's choice, effective 1973-74 - the Blue Cross-Blue Shield MVF-2 an amount equal to 100% of the premium of a Family, Comprehensive, non-deductible semi-private insurance policy, and this figure should be based on the Blue Cross income group rate in which they fall.

Any teacher electing coverage with the MEA insurance will have only the hospitalization portion of such policy paid by the Board up to the equivalent of the Blue Cross - Blue Shield MVF-2 plan.

The Board further agrees to provide a term insurance policy covering all teachers subject to the terms of the carrier, a Life Insurance policy of \$2,000.00 as soon as practical after the ratification of this Agreement but no later than ninety (90) days.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1973 and shall continue in effect for two years until the 30th day of June 1975. It is agreed between the parties that effective on/or after April 1, 1974 either party may reopen negotiations on salary, fringe benefits, extra duty pay and school calendar for the 1974-75 School Year. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

HOUGHTON LAKE CHAPTER OF THE
MICHIGAN EDUCATION ASSOCIATION

HOUGHTON LAKE COMMUNITY SCHOOLS
BOARD OF EDUCATION

By _____
It's President

By _____
It's President

By _____
It's Secretary

By _____
It's Secretary

SCHEDULE A

	B.A.	M.A. in field + 850	M.A. other + 650
0	8000	8850	8650
1	8445	9250	9095
2	8890	9740	9540
3	9335	10185	9985
4	9780	10630	10430
5	10225	11075	10875
6	10670	11520	11320
7	11115	11965	11765
8	11560	12410	12210
9	12005	12855	12655
10	12450	13300	13100

Teachers who are in the system at the beginning of their 15th year of experience shall receive \$100.00 longevity pay additional pay above the top of the salary schedule.

SCHEDULE B

EXTRA DUTY PAY

Head Football	1050	Senior Sponsor	300
Asst. Football	600	Additional Class	10 (Sub)
JV Football	550	Adult Ed.	15 per night
JV Asst. Football	425	Substitute	25 (Non-Cert. per day)
9th Grade Football	450	Substitute	35 (Certified per day)
Head Basketball	1050	Night Game Supervisor	10
JV Basketball	750	Driver Education	5/hr
9th Grade Basketball	470	Drama	165 per play
Jr. High Basketball (7&8)	350	Additional Hours beyond Perm. Cert.	20
Girl's Basketball	350	Additional Class	1,000
Golf	400	<i>Gymnastics</i>	<i>625</i>
Baseball	450	<i>Assistant</i>	<i>400</i>
Asst. Baseball	325		
Track	450		
Asst. Track	325		
Cheerleading, JV & Varsity	400		
Junior High	200		
	<u>600</u>		
Yearbook	400		