

6/30/76

*Detour Bd. of Education*

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BOARD OF & DETOUR  
EDUCATION ED. ASSN.

1974-75-76

detour area schools

*Detour Area Schools  
Detour Village, Michigan  
49725*

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MASTER AGREEMENT

BETWEEN THE

DE TOUR EDUCATION ASSOCIATION

AND THE BOARD OF EDUCATION OF DE TOUR AREA SCHOOLS

This agreement, entered into this twenty-sixth day of August, 1974, by and between the Board of Education of DeTour Area Schools, DeTour Village, Michigan, hereinafter called the "Board" and the DeTour Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of DeTour Area School district is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching services, AND

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improved educational standards, AND

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representatives of its employees with respect to hours, wages, terms and conditions of employment, AND

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize. In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

### RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers and guidance counselors, but excluding substitute teachers. The term "teachers," when used hereinafter in this agreement, shall refer to all teachers represented by the Association in the bargaining unit as above defined, and reference to male teachers shall include female teachers. Supervisory and executive personnel shall be excluded from the bargaining unit.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. Within 30 days of the beginning of their employment hereunder, teachers who are members of the Association must sign and deliver to the Board an assignment authorizing deduction of membership dues for this Association. Membership dues for the National Education and/or the Michigan Education Association may be deducted if desired and authorized by the individual teacher.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable Civil Service laws and regulations or other laws of Michigan. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II

### EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the bargaining unit as defined in Article I, Paragraph A of this agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under cover 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 Act 379 or other laws of Michigan or the Constitution 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 activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. The Association and its member shall have the right to use the School Building facilities for their meetings, outside of regular classroom hours, upon notification to the Superintendent at least 24 hours in advance. After notification to the Superintendent, the PA system may be used for brief announcements of Association meetings. In the event the Superintendent is absent from the building, notification shall be made to his designee.

- C. A copy of the agenda of the Board of Education shall be made available to teachers prior to each Board of Education meeting. Whenever any agenda item refers specifically to a member of the teaching staff, the teacher will be so notified at the time of the posting of the agenda.

### ARTICLE III

#### MANAGEMENT RIGHTS CLAUSE

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, 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 control of the school system and its properties and facilities, and the activities of its teachers.
  2. To hire all teachers, and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such teachers.
  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, other teaching materials and the use of teaching aids of every kind and nature. Decisions of this nature shall give opportunity for input from teachers involved.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of the total agreement and then only to the extent each specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. The Association shall identify and save harmless the Board against any claims, demands, suits and other forms of liability that may arise by reason of the Board complying with the provisions of this Agreement.

If any article or section of this contract or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained, the Association shall hold the Board harmless against any claims, demands, suits and other forms of liability resulting from such action.



## ARTICLE IV

### EMPLOYEE HOURS

- A. All teachers shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes.
- B. The teaching day shall begin at 8:40 A.M. and close at 3:40 P.M., or twenty (20) minutes prior to the opening of classes and ten (10) minutes after the close of classes. The Administration has the right to schedule meetings exceeding these hours not more than twice each month, provided that notice of such meeting shall be given at least twenty-four (24) hours in advance. Teachers shall not be required to remain more than one (1) additional hour per meeting, except that when in-service activities are scheduled, teachers may be required to remain one and one half ( $1\frac{1}{2}$ ) additional hours per meeting.
- C. When, in the best interests of any student, a Parent-Teacher conference is deemed necessary, teachers shall remain after school hours for a reasonable period, provided that the conference cannot be conveniently scheduled during the preparation period.

## ARTICLE V

### TEACHING LOAD AND ASSIGNMENTS

- A. For the 1974-75 school year, a normal weekly teaching load in the secondary school will be twenty-five (25) teaching periods and/or supervised study periods, and five (5) unassigned preparation periods. The preparation period shall be used for the actual planning and preparation of lessons and other professional activities. An attempt will be made to hold the number of preparations to a minimum.

For the 1975-76 school year, a normal weekly teaching load in the secondary school will be thirty (30) teaching periods and/or supervised study periods and five (5) unassigned preparation periods. The preparation periods shall be used for the actual planning and preparation of lessons and other professional activities. An attempt will be made to hold the number of preparations to a minimum.

In preparation for the above, cooperative planning shall take place between the parties during the 1974-75 school year, with a mutually-acceptable plan to be implemented at the beginning of the 1975-76 school year.

The cooperative planning of the seven-period day is intended to insure that the final plan for the second year of this contract shall be the result of input from both staff and administration. The goal shall be maximum increased benefits to students, and may include new courses, prevention of unusually high class counts or other programs clearly beneficial to students, and consistent with district goals. It is not intended to conflict with applicable Michigan school law pertaining to powers and responsibilities of the Board of Education.

- B. Teachers in the elementary school will be granted one (1) additional preparation period per week in addition to those periods when pupils are scheduled for enrichment activities.
- C. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study. Whenever program requirements permit, teachers shall be assigned to their major fields of study.
- D. The Administration will notify teachers of their following year's assignment and place of assignment by May 15 of the current year, unless extenuating circumstances necessitate an extension to June 1.
- E. If a teacher shall accept temporary substitute duty during his preparation period, he shall receive period credit.
- F. Teachers shall not be required to perform extra duties outside the school day, unless part of their teaching or extracurricular assignments.
- G. In elementary classrooms containing more than one grade, the goal shall be a maximum of twenty-eight (28) students, provided that, if necessary, the number may be thirty (30).

## ARTICLE VI

### TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and be responsible for child supervision during school hours and that the organization of the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.
- B. Teachers shall not be required to supervise children other than those regularly enrolled in their classes, or who are properly assigned to them on days when the regular schedule must be adapted due to unforeseen circumstances beyond the Board's control.
- C. The Board agrees to maintain adequate parking facilities for teachers.
- D. Telephone facilities will be available in both elementary and secondary offices.
- E. Teachers shall not be required to spend time outside the school day or to improvise special makeup work for students who are suspended for disciplinary reasons.
- F. Prior to the start of each semester, principals shall announce the nature and scope of evaluation activities regarding pupil achievement.

## ARTICLE VII

### PROFESSIONAL RESPONSIBILITIES

- A. Teachers have a professional and moral obligation to the students placed in their care that extends beyond the lawful requirements. These obligations include, but are not limited to, providing of an atmosphere conducive to learning, providing an opportunity for the child to participate in class in a democratic way according to his level of maturity, providing guidance of the child in moral growth as well as academic learning, treating each child as an individual, and encouraging children to work for high individual goals. The teacher's responsibility to the child is not limited to the classroom, but extends to corridors, after-school functions, field trips, and wherever the child is under the teacher's care.
- B. Each teacher has the responsibility to the parents of each child to report the child's progress in school in a fair, unbiased manner.
- C. Every parent has the right to expect that information concerning his child will remain confidential.
- D. On all days of active duty, teachers shall maintain a neat, well-groomed appearance, appropriate to the class being taught.

## ARTICLE VIII

### VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any certificated teaching position or in any extracurricular position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association by providing appropriate posting in every school building. No such vacancy shall be filled, except in the case of an emergency on a temporary basis, until such vacancy has been posted for at least fifteen (15) days.
- B. Any qualified teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, service in the school system of the district and other relevant factors. The Board declares its support of a policy of promotions from within its own teaching staff, when such teachers clearly possess equal or superior qualifications for the position to be filled. "Service in the System," for the purpose of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, and shall include all periods when the teacher was on a Board sanctioned leave of absence.
- C. In the event that a person outside the teaching staff is considered for any extra-curricular position, the Association may, if it wishes, confer with the Superintendent prior to the appointment.

## ARTICLE IX

### TRANSFERS

- A. Any teacher who is transferred from the Drummond School to the DeTour School, or vice versa, and such transfer involves crossing the St. Mary's River, said teacher shall be reimbursed for ferry costs.
- B. In the event of declining enrollments or financial necessity, the Board may transfer a teacher from one school to another as an alternative to staff reduction.

## ARTICLE X

### MATERNITY

- A. Any teacher who becomes pregnant shall report said condition to her immediate supervisor not later than the end of the fourth month. The Board may require a written physician's statement attesting to the teacher's fitness to continue teaching whenever, in its opinion, such a statement is necessary or desirable.

## ARTICLE XI

### SICK LEAVE

- A. All teachers absent from duty due to personal illness, including pregnancy, or illness in the immediate family shall be allowed full pay for a total of twelve (12) days per school year, cumulative to one hundred two (102) days. "Immediate family" is interpreted to mean spouse and children, or other close relatives living within the immediate household.
- B. In the event of death of close relatives, employees may utilize up to three (3) days of accrued sick leave, provided that they attend the funeral of the deceased. In cases where distances necessitate additional travel time, the teacher may request up to two (2) additional days, with the Superintendent ruling on the validity of the request. "Close relatives" is interpreted to mean the immediate family, as defined in Paragraph A above, and in addition the following: mother, father, grandparents, grandchildren, sisters, brothers, sisters-in-law, brother-in-law, and spouses of same.
- C. Upon prior request of at least twenty-four (24) hours, and with the approval of the administration, four (4) days of sick leave may be used each year for personal business. Personal business days do not accrue.
- D. In the event that a teacher is called to jury duty, a teacher may use existing personal leave. If the jury duty exceeds the available personal leave time, the Board shall pay the teacher the difference between his regular pay and the jury pay.



ARTICLE XII

LEAVE OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article XI shall be granted, upon written request, a leave of absence without pay for such time as is necessary for complete recovery from such illness, provided that such leave shall not exceed the balance of the school year, plus the succeeding school year. Upon return from leave, a teacher shall be assigned to the same position, or to the position most nearly equivalent.

B. Leaves of absence without pay may be granted upon written application and with the approval of the Board for the following reasons:

1. Improving teacher competency in his particular field,
2. Maternal or paternal leave for child care,
3. Sabbatical.

Leaves of absence under this section shall not exceed one(1) school year, and if begun during any school year, shall terminate at the end of that school year.

C. Military leaves of absence without pay shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Except in the event of declared war, military leaves of absence shall not exceed two (2) calendar years or one (1) regular term of enlistment.

D. A teacher, upon return from sabbatical leave or military leave shall be restored to his former position, or to a position most nearly equivalent in like nature, seniority and status.

- E. A teacher returning from military leave as provided for in Section C shall be given the benefit of any salary increments which would have accrued to him had he remained in the active service to the school system.

#### ARTICLE XIII

##### INSURANCE BENEFITS

- A. The Board shall provide fully paid health insurance to all teachers who request it. Teachers may select coverage under any of the following:

1. Blue Cross-Blue Shield
2. MESSA Super Med
3. MESSA Super Med 2

Specifically exempted from this section is payment by the Board of any premium or portion of premium which relate to life insurance, long-term or short-term disability, or any other supplemental benefits over and above conventional health insurance. The costs of such supplemental benefits which may be included in any MESSA health insurance package shall be paid by the teacher through payroll deduction.

- E. Said insurance will be provided for one (1) year, starting September 1, except that non-tenure teachers not returning for the following year will have their insurance benefits terminated on July 1.

#### ARTICLE XIV

##### TEACHER EVALUATION

- A. Probationary teachers shall be evaluated no less than twice a year. Tenure teachers shall be evaluated at least once every two years.
- B. For purposes of evaluation, each teacher being evaluated shall be observed for a minimum of thirty (30) consecutive minutes in person per evaluation by the Superintendent or Principal. All monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- C. Two copies of all written evaluations shall be submitted to the teacher at the time of such evaluation or personal interview or within ten (10) days thereafter; one to be signed and returned to the evaluator and the other to be retained by the teacher. In the event the teacher feels his evaluation to be incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. Another evaluation will be conducted if requested by the teacher, and a report written.
- D. A teacher may at all times be entitled to have present a silent representative of the Association when he is being reprimanded, warned or disciplined for any infraction or delinquency in professional performance. A teacher shall be notified as to the nature of the conference so that he may have a representative of the Association present at the time of the conference. When he so requests, no action may be taken until such representation is present, provided that such delay may not exceed twenty-four hours.

TEACHER PROTECTION

ARTICLE XV

- A. The Board shall give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Teachers are not expected to assume the role of custodian for emotionally-disturbed or mentally deficient students, as determined by a qualified diagnostician. The Board will take reasonable steps to assist the teacher in the cases of exceptional students requiring attention of special counselors, social workers, law enforcement officers, physicians or other professional persons.
- B. If a teacher is absent as a result of court action connected with said teacher's duties, he shall be entitled to full compensation unless he is finally adjudicated guilty of a crime.
- C. All formal complaints, verbal or written, toward a teacher shall be promptly called to his attention and the plaintiff shall be identified. A "formal complaint," for purposes of this agreement, is one in which a person or group has contacted an administrator for the sole purpose of filing a specific complaint regarding the professional performance of a teacher.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of students and property, and shall be held liable for any damage or loss to person or property only where negligence or neglect of duty are clearly present.
- E. Each Teacher shall have the right, upon request, to review the contents of his own personnel file as maintained by the Board. Such review shall be in the presence of the Superintendent, and if requested by the teacher, with also a representative of the Association. Pre-employment references are not included in the materials a teacher may review.

F. Should changes in student population or other conditions make necessary a reduction in the number of teachers employed by the Board, the Board will retain as nearly as possible, consistent with curricular and grade level needs, those teachers with permanent teaching certificates having the longest service in the district. Included in the above circumstances may be teachers returning from military leave. Nothing contained herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

#### ARTICLE XVI

##### STRIKES PROHIBITED

A. The Association agrees that it, or any individual members thereof, shall not authorize, engage in, condone or ratify a strike. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppage of any kind, including "mass sickness" and other connected or concerted activities having the effect of interrupting work or interfering with the normal school business.

## ARTICLE XVII

### NEGOTIATION PROCEDURES

- A. It is contemplated that serious matters not specifically covered by this agreement but of common concern to the parties shall, by mutual consent of both parties, be subject to professional negotiations between them from time to time during the period of this agreement upon majority request by either party to the other.
- B. At least ninety (90) days prior to the expiration of this agreement, the parties will begin negotiations for a new agreement covering hours, wages, terms and conditions of employment, and shall continue on a regular basis.
- C. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. 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 measure it may deem appropriate.

ARTICLE XVIII

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereunder provided.
- B. The grievance procedure shall not apply to any matter which is prescribed by law or State regulations, or over which the Board is powerless to act. No Board prerogative or dispute over modification of this contract shall be made the subject of a grievance.
- C. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with the Superintendent, at which time he may be accompanied by his Association Representative.
- D. If, as a result of the informal discussion with the Superintendent, a grievance still exists, the teacher, through the Association, may invoke the formal grievance procedure on the proper form, a copy of which is part of this agreement, labelled "Schedule D." A copy of the grievance form shall be delivered to the Superintendent. If the Association should rule against the validity of the grievance, the teacher has the right to pursue the grievance as an individual and hereinafter, "teacher" shall be substituted for Association.
- E. <sup>Within</sup> five (5) calendar days of receipt of the grievance, the Superintendent shall meet with the Association in an effort to resolve the grievance. The Superintendent shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.

- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) calendar days of such meeting, or ten (10) calendar days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the President of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, shall meet with the Association on the grievance, review such grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five (5) calendar days thereafter. A copy of such disposition shall be furnished to the Association.
- G. 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 the Michigan State Labor Mediation Board for mediation before an impartial mediator. The decision of the Mediator shall be binding on both parties, and any fees or expenses of such mediation shall be borne equally by both parties.
- H. In the event that mediation services are unavailable, a mutually acceptable arbitration service shall be utilized. If the parties cannot agree as to the arbitrator within ten (10) calendar days of the date on which the unavailability of mediation services is established, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. 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.



- I. The fees and expenses of the arbitrator shall be shared equally by both parties.
- J. The time limits provided in this Article shall be strictly observed unless they are extended by written agreement of both parties.
- K. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, both parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- L. Notwithstanding the expiration of this Agreement, any claim or grievance arising under this Agreement may be processed through the grievance procedure until resolution.

ARTICLE XIX

PROFESSIONAL STUDY

- A. Individual teachers who are requested in writing to take specific courses for the improvement of the school system will be fully compensated for the cost of tuition.
- B. Upon written approval of the Board, an individual teacher who wishes to participate in a summer workshop to improve his competency in either his teaching field or in extra-curricular areas may be fully or partially reimbursed for the cost of tuition.
- C. Upon the satisfactory completion of a graduate class, the Board will reimburse the teacher at the rate of one half ( $\frac{1}{2}$ ) of the cost of tuition for semester hours over and above the first fifteen (15) semester hours of an approved Master's Program, provided such cost has not been and will not be covered by another grant from other sources. For purposes of this agreement, "approved Master's Program" shall mean a planned program of courses designed to lead to the Master's Degree in the teacher's academic area in which the teacher is certificated to teach.

ARTICLE XX

RETIREMENT PAY

- A. Any teacher who, upon termination of service to the DeTour Area School District, is eligible for retirement benefits under existing law governing retirement of Michigan Public School Employees, shall be eligible to receive a lump sum retirement benefit according to the following schedule:

Thirty dollars (\$30.00) per year for each year of teaching service in the DeTour, Drummond or Raber School districts, for a maximum of twenty-five (25) years. For each additional year of service as outlined above, the teacher shall receive fifteen dollars (\$15.00).

Said retirement benefits shall be paid after the teacher has begun to receive retirement benefits from the Michigan Public School Employees Retirement Fund.

## ARTICLE XXI

### MISCELLANEOUS PROVISIONS

- A. In case of illness, a teacher shall call his immediate supervisor prior to beginning of the school day, unless an emergency renders it impossible, or be subject to loss of sick pay.
- B. In the event that school is to be closed for a day, the administration will, to the best of its ability, so inform its teachers.
- C. A teacher who has called in sick, or who has been approved for personal leave, shall not be subject to loss of sick pay if school is closed for that entire day.
- D. In the event of sickness or personal leave, teachers shall not be responsible for arranging for substitute teachers.
- E. Within three (3) weeks of the signing of the ratification certificate by both sides, the Board will print and present to the Association thirty (30) copies of this agreement, with an additional fifteen (15) copies available at cost.

## ARTICLE XXII

### PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedules " A" and "B" which are attached to and incorporated into this Agreement.

ARTICLE XXIII

SCHOOL CALENDAR

- A. The calendar for the period of time covered by this Agreement is set forth in Schedule "C" which is attached and incorporated into this Agreement.

ARTICLE XXIV

CONTRACT REVIEW

- A. For purposes of identifying alleged problem areas in the administration of this contract, representatives of the Board and of the Association shall meet on or about December 1 and March 1 during the life of this contract to discuss solutions to any such problems. This is not to be construed as a re-opening of this contract.

ARTICLE XXV

DURATION OF AGREEMENT

- A. The duration of this Agreement shall be for the 1974-75 and 1975-76 school years, and shall begin when ratified by both parties. This Agreement shall terminate on June 30, 1976.

ARTICLE XXVI

CERTIFICATE OF RATIFICATION

The undersigned, official representatives of the Board of Education of DeTour Area Schools and of the DeTour Education Association, hereby certify that the contract language comprising this Agreement has been ratified by a majority vote of the membership of their respective organization.

For the DeTour Education Association \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_ Dated \_\_\_\_\_

For the Board of Education \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_ Dated \_\_\_\_\_

Schedule "A"

TEACHER SALARY SCHEDULE

GENERAL PROVISIONS

- A. Salary base of \$8750 for degree teachers, with 4% annual increments. Step 10 to be attained at the beginning of the 15th year; Step 11 at the beginning of the 20th year; and Step 12 at the beginning of the 25th year. Schedule assumes that teachers possess proper certification.
- B. For the 1975-76 school year, the base salary shall be increased by \$400, with all increment provisions as outlined in Paragraph A to remain the same.
- C. New teachers to be allowed up to five (5) years of previous experience as degree teachers for salary purposes.
- D. After June 30, 1973, teachers who earn a sufficient number of graduate hours to qualify for columns 2, 3, 4, or 5 shall receive increment pay for the additional hours with the first full school year after qualify for said column, with increment pay to be paid for each succeeding step on the salary schedule. Teachers who are already receiving salary for additional graduate hours shall not be affected by this provision. Teachers who were placed in Column 2 for the 1972-73 school year shall not be bound by the BA + 20 semester hours requirement.
- E. Non-degree teachers: Salary base of \$6280 for Step 9, with 4% increments up to and including Step 5.

TABLE OF SALARIES

Step	B.A.	B.A. + 20 Sem. Hrs. w/cont. certificate	M.A.	M.A. + 20	M.A. + 30
0	\$ 8750	8950	9250	9450	9750
1	9100	9308	9620	9828	10140
2	9464	9680	10005	10221	10546
3	9843	10067	10405	10630	10968
4	10237	10470	10821	11055	11407
5	10646	10889	11254	11497	11863
6	11072	11325	11704	11957	12338
7	11515	11778	12172	12435	12832
8	11976	12249	12659	12932	13345
9	12455	12739	13165	13449	13879
10	12953	13249	13692	13987	14434
11	13471	13779	14240	14547	15011
12	14009	14330	14810	15129	15611



Schedule "B"

EXTRA-DUTY SALARIES

Head Basketball Coach	\$ 815
Junior Varsity Basketball Coach	500
9th Grade Basketball Coach	175
Junior High Basketball Coach	450
Head Football Coach	815
Assistant Football Coach	500
Junior Varsity Football Coach	450
Track Coach	450
Cross County Coach	275
Junior High Track Coach	125
Baseball Coach	500
Girl's Varsity Basketball Coach	450
Girl's Junior Varsity Basketball Coach	250
Girl's Winter Sports Coach	150
Girl's Track Coach	225
Cheerleader Advisor	500
Yearbook Advisor	250
Junior Class Advisor	140
Driver Education	\$6.25 per hour

As other positions are established, salaries will be negotiated.

Schedule "C"

SCHOOL CALENDAR  
1974-75

August 26, 1974	In-Service For All Teachers	(Monday)	
August 27	School Starts	(Tuesday)	
September 2	Labor Day -- No School	(Monday)	
October 11	End 1st Marking Period	(Friday)	(33 days)
November 15	Hunting Season -- No School	(Friday)	
November 22	End 2nd Marking Period	(Friday)	(29 days)
November 28-29	Thanksgiving Vacation -- No School		
December 20	Christmas Vacation Begins at 3:30 P.M.	(Friday)	
January 2, 1975	School Resumes	(Thursday)	
January 16	End 1st Semester	(Thursday)	(29 days) <u>Total 91 days</u>
January 17	In-Service For All Teachers -- No School	(Friday)	
February 28	End 4th Marking Period		(30 days)
March 27 - April 1	Spring Vacation -- No School	(Thursday thru Tuesday)	
April 18	End 5th Marking Period		(31 days)
May 26	Memorial Day - No School	(Monday)	
May 30	End 2nd Semester	(Friday)	(29 days) <u>Total 90 days</u>
	Total Membership Days --		181
	In-Service Days --		02

Schedule "D"

OFFICIAL GRIEVANCE FORM

Name of Grievant \_\_\_\_\_ Date of Filing \_\_\_\_\_

Acknowledgment by Superintendent \_\_\_\_\_ Dated \_\_\_\_\_

State the exact Article number and Paragraph of the current Master Agreement which you feel has been violated, misintepreted or misapplied:

Article No. \_\_\_\_\_ Paragraph \_\_\_\_\_

In the space below, relate the details which are pertinent to this grievance:

Signature of Grievant \_\_\_\_\_

In accordance with Article XVIII, Paragraph E, request is hereby made for the Superintendent to meet with the Association to discuss the above grievance.

\*\*\*\*\*

ACTION TAKEN ON GRIEVANCE

Date on which the Superintendent met with the Association \_\_\_\_\_

As a result of this meeting, the disposition of the grievance is as follows:

Signature of Superintendent \_\_\_\_\_ Dated \_\_\_\_\_

If the above action by the Superintendent does not satisfy the grievant and/or the Association, please complete Page 2 of Form G-73 and file with the President of the Board of Education.

Schedule "D"

Page 2 of Grievance Form

Name of Grievant \_\_\_\_\_ Date of Filing \_\_\_\_\_

Acknowledgment by Board President \_\_\_\_\_ Dated \_\_\_\_\_

State the exact Article number and Paragraph of the current Master Agreement which you feel has been violated, misinterpreted or misapplied:

Article No. \_\_\_\_\_ Paragraph \_\_\_\_\_

In the space below, relate the details which are pertinent to this grievance:

Signature of Grievant \_\_\_\_\_

\*\*\*\*\*

The grievant and/or Association met with the Superintendent on \_\_\_\_\_

The grievance was not satisfactorily resolved as a result of the meeting, and action is hereby requested of the Board of Education in accordance with Article XVIII, Paragraph F of the Current Master Agreement.

Date of Board meeting at which grievance was discussed \_\_\_\_\_

Present Members: \_\_\_\_\_

Absent Members: \_\_\_\_\_ DEA representatives present \_\_\_\_\_

The following action was taken by the Board:

Motion by \_\_\_\_\_ and supported by \_\_\_\_\_ that the grievance under consideration be hereby: Upheld \_\_\_\_\_ (or) Denied \_\_\_\_\_.

Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

Motion is \_\_\_\_\_

If upheld, the following remedial action is hereby authorized:

Signature of Board President \_\_\_\_\_