

Vol. 26, No. 9 OFFICIAL PUBLICATION OF THE DETROIT SCHOOLS December 16, 1965

FROM THE SUPERINTENDENT

TO ALL SCHOOL EMPLOYEES:

The recently completed contract between the Detroit Board of Education and the Detroit Federation of Teachers is of special interest to all school employees because it is the first contract with an employee organization in Detroit schools following enabling legislation in 1965. The contract is printed in this Special Issue of the **Detroit Schools**.

May I call special attention to the preamble? It expresses mutual beliefs which it is hoped will guide the activities under all contracts and for all relationships between the Board of Education and employee groups. Many of you will recognize that the contract embodies all of the agreements approved by the Board last June 22 and June 29. It likewise spells out grievance procedures and several other items not included in the June agreement.

S. M. BROWNELL

Superintendent of Schools

December 16, 1965

CONTRACT BETWEEN BOARD OF EDUCATION AND DETROIT FEDERATION OF TEACHERS PREAMBLE

AGREEMENT made this 8th day of December, 1965, by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DETROIT, hereinafter called "the Board", and the DETROIT FEDERATION OF TEACHERS, affiliated with the MICHIGAN FEDERATION OF TEACHERS and the AMERICAN FEDERA-

TION OF TEACHERS, AFL-CIO, hereinafter called "the Union". WHEREAS, the Board and the Union believe in the importance of schools as an

agency for the preservation and extension of our democracy; and

WHEREAS, the parties to this Agreement have a common goal of providing the best possible education for all children; and

WHEREAS, the Board and the Union are mutually committed to the human rights and dignities of all, and to policies and programs of racial integration and desegregation as being necessary to good education, good management and good government; and

WHEREAS, the parties to this Agreement are mutually committed to the necessity of equal educational opportunity for all pupils of the Detroit Public School System with no exclusion from any program on the basis of race, religion, creed, social or economic status; and

WHEREAS, it is the mutual responsibility of all members of the Detroit School Sys-(Continued on Page 54)

CONTRACT AGREEMENT

(Continued from Page 53)

tem to insure that good order and discipline are maintained throughout the System and that the classroom teacher is fully supported in all reasonable measures taken by him to maintain and effectuate good order and discipline in his classroom; and

WHEREAS, the success of the Detroit educational program is dependent upon the knowledge, skill and creative ability of teachers; and

WHEREAS, to obtain this goal it is imperative that there be understanding and cooperation between the teachers in the classrooms and the Board which is responsible for the operation of the school system; and

WHEREAS, the parties to this Agreement believe that the best interests of public education will be served by establishing procedures to bargain with teacher representatives on matters of common concern and to provide orderly channels for appeals should any differences not be resolved; and

WHEREAS, the Union has been duly selected by a majority of teachers as the exclusive representative of teachers for purposes of dealing with the Board on matters of teacher concern; and

WHEREAS, the laws of the State of Michigan authorized collective bargaining for public employees and authorized public employers to enter into collective bargaining agreements with the representatives of their employees; and

WHEREAS, during the school year 1964-65 certain agreements were reached between representatives of the Union (functioning as a Teachers Representative Committee) and the Board concerning salaries and teaching conditions; and

WHEREAS, the parties desire to incorporate such agreements and certain other matters into a formal contract, and believe that such action is in the best interests of community, children, school system and teachers;

THEREFORE, the parties agree as follows:

I. RECOGNITION; DEFINITION; OTHER ORGANIZATIONS; STRIKE PROHIBITION; DUES COLLECTION

A. Recognition

The Board recognizes the Union as the sole and exclusive bargaining representative for all elementary and

DETROIT SCHOOLS

Published bi-weekly for distribution to all employes.

Contributions should be directed to the Department of Information Service, Board of Education, 5057 Woodward, Detroit, Michigan 48202.

S. M. BROWNELL, Superintendent of Schools

Editorial Board

NORMAN DRACHLER, Chairman WALTER E. GLEASON, Editor OTIS A. CROSBY PAUL T. RANKIN HAROLD MEAGHER HAZEL A. TRUMBLE secondary teachers including resource and relief teachers, apprentice training teachers, nurse training teachers, senior teachers, auditorium teachers, special education teachers, special education teacher counselors, physiotherapists, school diagnosticians, visiting teachers, counselors, attendance officers, emergency substitutes in regular positions serving in any of the above classifications, emergency substitutes serving in any of the above classifications, attendance agents, and all other non-supervisory personnel on a classroom salary schedule (all of whom are hereinafter referred to as "teacher" or "teachers").

B. Definitions

Wherever the term "school" is used it is to include any work location or functional division or group in which (Continued on Page 55)

(Continued from Page 54)

a grievance may arise.

Wherever the term "principal" is used it is to include the administrator of any work location or functional division or group.

> Wherever the term "teacher" is used it is to include any member or members of the bargaining unit.

Wherever the singular is used it is to include the plural.

Wherever the term "Federation representative" or "Union representative" is used it is to mean the Union building representative or his teacher designee.

C. Other Organizations

Teachers have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.

D. Strike Prohibition

The Union will not engage in or encourage strike action of any type during the life of this contract.

E. Dues Deduction

The Board shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount of fees for the payment of Union dues. Such fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deductions was made and the reason therefor, shall be forwarded to the Union office no later than thirty days after such deductions were made.

II. FAIR PRACTICES

A. In accord with Board policy, no person

or persons, departments or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status or membersip in, or association with the activities of, the Union.

B. In accord with its Constitution, the Union will admit persons to membership and represent persons without discrimination on the basis of race, creed, color, national origin, sex or marital status.

C. The Union and the Board agree to continue to work affirmatively in implementing their mutual objective of effective integration of faculties and student bodies in all Detroit schools,

III. SALARY SCHEDULE 1965-66

The salary schedule negotiated by the parties is set forth in Exhibit A (see page 65) attached hereto and shall be in effect for the school year 1965-66.

IV. MILEAGE ALLOWANCE

There will be further study made by the Union and the Board of mileage allowances, particularly to compare mileage allowances paid by the Detroit schools with those granted employees in other governmental agencies.

V. SCHOOL CALENDAR (VACATION PAY)

It is agreed that a thorough review be made of the school calendar by the Union and the Board.

VI. PERSONAL BUSINESS LEAVE DAYS

The present provisions allowing five days per year for specified non-illness emergency absence shall continue in effect, except that one of these five days may be used for personal business which does not fall into presently designated categories but which cannot be conducted at any time not in conflict with the normal school working day.

(Continued on Page 56)

(Continued from Page 55)

VII. SICK LEAVE

- A. Sick leave shall accumulate in a single bank at the rate of fifteen (15 days) per year with a limit of 200 days.
- B. Probationary I teachers shall start with a bank of ten (10) sick days. With a promissory note, they may borrow up to five (5) additional sick days for extended illness, to be deducted at the beginning at the following school year.
- C. A contract teacher who has exhausted his sick bank may borrow up to ten (10) days with a promissory note. These days will be deducted at the beginning of the following school year.
- D. Any teacher who terminates his employment shall repay the school system the amount owed for sick leave days advanced under this policy.
- E. Teacher absences resulting from schoolrelated assault are not to be charged against sick leave although the teacher's regular gross earnings will be maintained.

VIII. SABBATICAL LEAVE

A contract teacher may apply for a year of Sabbatical Leave after seven years of continuous or ten years of non-continuous service, three years of which shall immediately precede his application.

IX. OTHER LEAVES

- A. Request for approved absence without pay for reason of personal business shall not require detailed information as to reason for request. Such information is to be entirely voluntary.
- B. A teacher who serves in the Peace Corps shall be entitled to experience credit for Peace Corps teaching.
- C. A teacher who is granted professional service leave shall be entitled to experience credit.

X. LUNCH PERIOD

- A. Every elementary teacher shall have a duty free lunch period of at least fortyfive minutes except in case of emergencies. Arrangements for aides shall be completed by the fifth week of the school year.
- B. Special education teachers shall be given a lunch period free of supervision of children as rapidly as it can be provided. In the interim, another provision shall be made.

XI. SMITH HUGHES DIFFERENTIAL

Smith Hughes or other teachers who take required work beyond the baccalaureate to maintain their certificate and/or who take undergraduate courses on a planned program which has been approved by the Committee on Equivalencies may have their work credited for salary purposes to meet the M. A. or equivalent schedule, or the M. A. plus 30 hours schedule.

XII. VISITING TEACHER DIFFERENTIAL

Visiting Teachers who have completed a required two year Master's Degree or other instructional personnel who have completed a two year Master's Degree program shall be credited for salary purposes as being on the M. A. plus 30 schedule. (The MSW Degree requires two years of supervised work in an approved social agency in addition to the usual academic requirements.)

XIII. SCHOOL FACILITIES

- A. Adequate lunchroom, restroom and lavatory facilities exclusively for teacher use shall be made available in all schools.
- B. All high schools shall have workrooms of sufficient size to accommodate an assigned desk for each teacher.
- C. A systematic program is being developed to the end that existing school buildings be upgraded in these areas as rapidly as funds and conditions permit.

XIV. TEACHER ASSIGNMENTS

A. Teachers may express in writing to their (Continued on Page 57)

(Continued from Page 56)

principal their preference of:

- 1. grade level
 - 2. subject
 - 3. department assignment
 - 4. extra-curricular assignment
 - 5. school committee

Such requests shall be kept on file for one school year in an accessible place. These requests shall be given consideration as vacancies occur in the building on the basis of:

- 1. seniority
- 2. priority of request in case of tied seniority
- 3. competency of the individual in the judgment of the principal

Requests which were not acted upon must be re-filed each September to remain active. A teacher whose request was not acted upon may ask for an explanation.

In order that teachers not be "frozen" into positions, a teacher upon request shall be relieved of a section within a grade level, room, or extra-curricular activity after a period of not more than one year, or in high school one semester, after the teacher makes such a request.

Requests for the following semester assignments shall be made by October 15th or March 15th.

Duties shall be rotated, with provision for mutual exchange or continuation of duties with the approval of the administrator.

B. School administration shall call upon the police department to perform police duties in and around schools.

Teachers should not be assigned to police off-campus areas. Teachers may be assigned to supervise students at regularly scheduled off-campus school events.

C. Tentative school programs and assignments will be posted on the official

school bulletin board or other readily accessible place not later than ten (10) working days before the end of the previous semester. Final program will be posted when established.

XV TEACHING PERIODS

The general practice on scheduling of teaching periods shall be covered by these standards. Deviation may occur where there is mutual consent for experimental programs or where other temporary conditions require it.

- A. Senior high school administrators shall review their duty schedules each semester with a view to holding duties to the essential minimum. "Light" and "heavy" duties shall be rotated.
- B. Junior and senior high school teachers shall be programmed for five standard periods of classroom teaching or the equivalent.
- C. All elementary teachers shall be scheduled for at least one planning period per day or the equivalent. This shall be accomplished as rapidly as staff and increased organizational efficiency will permit.
- D. When a teacher's preparation or planning period must be assigned for other purposes, the assignments shall be rotated so that all the staff share these burdens equitably.

XVI. RELIEF FROM NON-TEACHING CHORES

In the event that it is necessary to assign teachers to non-teaching duties, it shall be on an equitable basis for the entire staff. Aides should be provided to handle most non-teaching chores. It was agreed that this matter would be referred to a committee of the Union and the administration studying released time for consideration of what constitutes teaching duties. A report will be made at the earliest possible date, but no later than December 1.

XVII. CLASS SIZE LIMITATION

In any school where the reading level is (Continued on Page 58) 58 December 16, 1965

CONTRACT

(Continued from Page 57)

two or more years below grade based on standardized test results, the class size shall be reduced.

(There will be relief in class size due to federal and state projects. Further study with a committee of the Union and the administration is needed to determine what can be done in 1965-66.)

There will be a continuing effort in Special Education to reach the state recommended standard.

VXIII. DISCIPLINE

- A. Within the framework of the Discipline and Corporal Punishment Policy of the Board of Education, a consistent and reasonable discipline procedure shall be worked out within each unit by the school principal, assistant principal, department heads, counselors and classroom teachers.
- B. The teacher's authority in his classroom is undermined when pupils discover that he has little or no administrative backing in discipline. As a result, the entire school suffers deterioration in standards, morale, and climate favorable for teaching and learning.
- C. A teacher may exclude from his class a child who in the teacher's opinion is causing serious disruption. The teacher should confer with the principal or assistant principal or counselor to provide the necessary information concerning the problem and shall provide a statement of the problem in writing at the time or within twenty-four hours. The teacher will re-admit the child after some adjustment has been made, or following a conference including at least two of the parties below.
 - 1. An administrator
 - 2. A counselor
 - 3. Visiting teacher, school psychologist, attendance officer
 - 4. The child

5. A parent of the child

The teacher shall be present unless he feels that his presence is not necessary. The teacher shall be informed as to the results of the conference and/or the adjustment.

- D. Following such a conference one of sevveral courses of action will be taken:
 - 1. The child will be returned to the class with the understanding that he will correct his behavior.
 - 2. Depending on the seriousness of the infraction, the child may be returned to class while his case is being referred to one of the special services (visiting teacher, Psychological Clinic, Attendance Department).
 - 3. In case all the teachers who work with a child in regular classes recommend suspension and the principal disagrees, the teachers shall address a request to the Field Executive who shall meet with the principal and the teachers to determine if the child shall be suspended.
 - 4. The child will be suspended by the principal.
- E. Examples of offenses for which teachers may exclude students from class:
 - 1. Profanity or obscenity
 - 2. Fighting
 - 3. Gambling
 - 4. Possession of tobacco
 - 5. Class skips
 - 6. Deliberate and open defiance of authority
 - 7. Inciting others to violence or disobedience
 - 8. Possession of pornographic literature
 - 9. Petty theft
 - 10. Petty vandalism
- F. Examples of offenses which require principals to notify police:
- 1. Extortion of money or articles (Continued on Page 59)

(Continued from Page 58)

- 2. Possession of narcotics
- 3. Arson or attempted arson (notify Fire Department)
- 4. Use or possession of alcoholic beverage
- 5. Serious theft
- 6. Serious vandalism
- 7. False reports of fire and bombs
- 8. Possession of knife or other weapon
- 9. Possession and or sale of fireworks
- G. Suspension may result from any persisttent disobedience that interferes with the well-being of other students or that prevents the teacher from carrying on normal class activities.
- H. A continous record of student discipline cases will be maintained in a place available for staff use as a basis for recommendations for suspension and intelligent administering of penalties for misdemeanors.
- Where a principal is unwilling or unable to support teachers in maintaining school discipline, the principal's superior shall counsel with him and in the event his performance is not improved further appropriate action shall be taken. (Referred for further study of ways for implementation.)
- J. Principals shall report to the Superintendent all cases of assault suffered by teachers in connection with their employment in which injuries have been suffered or in which there appears to have been malicious intent. Such assaults against teachers shall be reported to the police by the principal.

In any reported assault case the attorney in the Attendance Department shall:

- 1. Inform the teacher of his rights under the law in connection with assault, and
- 2. Asssist the teacher by acting as liaison between the teacher, the police, and

the courts.

K. A child who assaults a teacher will be suspended (age and size of the offender will be taken into consideration).

XIX. TESTING

- A. Regularly scheduled testing shall be set at times which will be least disruptive of the instructional program.
- B. Trained testing personnel shall be used to better advantage; in-service training shall be expanded in order to provide more and better trained testing personnel.
- C. Additional clerical type assistance and automation shall be provided.
- D. A Detroit Testing Committee (essentially as recommended by the Curriculum Council on January 19, 1965) shall be appointed to begin work without delay.

XX. CARE OF PROPERTY

Teachers will be expected to provide normal care of instructional school equipment. However, they will not be required to do major repair or replacement work on equipment or property.

XXI. DAMAGE OR DESTRUCTION OF PROPERTY

An investigation is to be made of the possibility of insurance coverage of school related personal property loss by teachers and a study is to be made of the extent and nature of present losses.

XXII. SPECIAL EDUCATION DIFFERENTIAL

The Special Education differential and other differentials presently being paid to certified employees will be studied by the administration and the Union in order that firm recommendations may be made not later than December 1.

XXIII. INJURY LEAVE

There will be a study made of the costs involved in maintaining the salary of a teacher on compensable injury leave.

(Continued on Page 60)

(Continued from Page 59)

XXIV. MEETINGS ON POLICY MATTERS

- A. The Board, through its designated representatives, shall meet regularly, not less than monthly, with the Union, through its designated representatives, for the purpose of discussing school policies and problems relating to the implementation of this Agreement.
- B. The Superintendent and Administrative Staff Officers shall be designated to represent the Board of Education in all such discussions, and the following procedures shall apply:
 - 1. Formal inquiries from the Union or requests for special meetings shall be directed to the Superintendent.
 - 2. Official replies shall be made by the Superintendent or his designated agent to all requests and/or reports made by the Union.
 - 3. Depending on the nature of the problem, the Superintendent or an administrative agent designated by him shall meet with the Union.
 - 4. Following final agreement between the Union and the Superintendent, or his representative, on matters that affect policy decisions, the Superintendent shall present the agreement as a recommendation to the Board of Education.
 - 5. In the event the Superintendent, or his designated representative, and the Union are unable to resolve their differences on any policy matter, they shall present separate written or oral reports to the Personnel Committee of the Board of Education, which reports shall contain the points of agreement and disagreement. A Conference Committee composed of the Superintendent, Union representatives (selected by the Union) and Board members (selected by the Board) shall be established for the

purpose of reaching an understanding and agreement.

6. The Conference Committee shall submit a written report to the full Board of Education which report shall set forth any agreements reached by the Conference Committee or, in the absence of agreement, shall state the respective positions of the parties and the specific issues which the Conference Committee has failed to resolve. This written report shall be received at the next regular meeting of the Board of Education immediately following the last meeting of the Conference Committee, or at a special meeting of the Board of Education publicly called for such purpose.

XXV. GRIEVANCE PROCEDURE

A. A grievance is a complaint submitted as a grievance (see Section B, Step 1) involving the work situation, or that there has been a deviation from, or a misinterpretation or misapplication of a practice or policy; or that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.

B. Procedure for Adjustment of Problems and Grievances

Problems and grievances shall be presented and adjusted in accordance with the following procedures:

The teacher with a problem may first discuss the matter with the principal, directly or accompanied by the Union building representative, with the objective of resolving the matter informally.

STEP 1. In the event the matter is not resolved informally, the problem, stated in writing, may be lodged with or submitted as a grievance to the principal of the school in which the grievance arises within a reasonable time following the act or condition which is the basis of the grievance.

(Continued on Page 61)

(Continued from Page 6Q)

- a. A grievance may be lodged and thereafter discussed with the principal:
 - (1) by a teacher accompanied by a Union representative
 - (2) through a Union representative if the teacher so requests
 - (3) by a Union representative in the name of the Union
- b. Within ten school days after receiving the grievance, the principal shall state his decision in writing, together with the supporting reasons, and shall furnish one copy to the teacher, if any, who lodged the grievance, and two copies to the Union representative.
- STEP 2. Within ten school days after receiving the decision of the principal the aggrieved teacher may, on his own or through the Union office, or the Union in its own name may, appeal from the decision at Step 1 to the Field Executive. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1.
 - a. Within ten school days after delivery of the appeal, the Field Executive shall investigate the grievance, including giving all persons who participated in Step 1 and representatives from the Union office a reasonable opportunity to be heard. Upon request of the Field Executive or the Union, all parties will meet at the same time.
 - b. Within fifteen school days after delivery of the appeal the Field Executive shall communicate his decision in writing, together with the supporting reasons, to the aggrieved teacher, if any, to the representative designated by the Union who participated in this step, and to the principal.
- STEP 3. Within ten school days after receiving the decision of the Field Execu-

tive, the Union may appeal from his decision to the Superintendent of Schools or to any designee of the Superintendent upon whom the Superintendent has conferred authority to act in the premises. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 2.

- a. Within ten school days after delivery of the appeal, the Superintendent or his designee shall investigate the grievance, including giving all persons who participated in Step 2 and representatives from the Union office a reasonable opportunity to be heard. Upon request of the Superintendent or the Union, all parties will meet at the same time.
- b. Within fifteen school days after delivery of the appeal, the Superintendent shall communicate his decision in writing, together with the supporting reasons, to the aggrieved teacher, if any, to the representative designated by the Union who participated in this step, and to the principal.
- STEP 4. Within ten school days after receiving the decision of the Superintendent, the Union may appeal the decision in writing to the Board of Education, which shall give the Union opportunity to be heard within twenty school days after delivery of the appeal and shall communicate its decision in writing, together with the supporting reasons, to the Union within twenty-five school days after delivery of the appeal.
- STEP 5. If the Union is dissatisfied with the decision of the Board of Education, the Union may within twenty days (1) submit any grievance under this Agreement to advisory arbitration under the labor arbitration rules of the American Arbitration Association, at the equal expense of the parties; or (2) if the Union so requests, the Board or its representatives will meet further with the Union to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (Continued on Page 62)

(Continued from Page 61)

(non-governmental) mediation and binding arbitration.

- C. 1. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose.
 - 2. No teacher at any stage of the grievance procedure will be required to meet with any administrator without Union representation.
- D. 1. If a grievance arises from the action of authority higher than the principal of a school, the Union may present such grievance at the appropriate step of the grievance procedure.
 - 2. If a grievance is of such a nature as to require immediate action such as may be required in transfer cases, the person acting for the Union may appeal immediately to the office or person empowered to act, and said office or person will resolve the matter jointly with the Union representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Step 3.
- E. 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of this decision.
 - 2. The time limits specified in this procedure may be extended, in any spe-

cific instance, by mutual agreement in writing.

F. The grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.

XXVI. UNION ACTIVITIES

A. The principal shall recognize the elected Union building representative as the official representative of the Union in the school. The principal will be expected to make reasonable arrangements so that the elected Union building representative may carry out his, responsibilities. A principal may regard the responsibilities of the elected Union building representative as an assigned duty wherever this is agreeable to the majority of the teachers in the building.

The principal shall meet at least monthly with the Union representative and his committee to consult with them on local school problems and policies as they relate to established Board policies and procedures and this Agreement.

- B. The Union shall be provided a bulletin board or boards in each school and other work location for the posting of notices and other materials. The bulletin board shall be identified with the name of the Union and the authorized representative of the Union or his designee shall have the responsibility for posting materials on the bulletin board.
- C. The Union shall have the right to place material in the mail boxes of teachers and other professional employees.
- D. The authorized representative of the Union shall have the right to schedule Union meetings in the building before or after regular class hours and during lunch time of the employees involved. (Continued on Page 63)

(Continued from Page 62)

- E. The Board shall permit one or more designated regular staff members of the Federation or off duty teacher representatives of the Federation to visit the schools to investigate working conditions, teacher complaints or problems, or for any other purpose relating to the terms and conditions of this Agreement, provided always that there shall be no interference with school functioning.
- F. Whenever members of the bargaining unit are mutually scheduled by the parties to participate, during working hours, in conferences, meetings or negotiations at the central administrative offices, they shall suffer no loss in pay and substitutes shall be provided.

XXVII. INFORMATION

The Board shall make available to the Union upon its reasonable request any and all available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

XXVIII. GENERAL

A. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provison shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

- B. The Board reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and of the United States except as limited by this Agreement. The Board agrees, however, that except as to those working conditions incorporated in this Agreement (which may be changed only by mutual consent), no change in present working conditions which have been set forth in writing in (a) Board of Education proceedings, (b) the Teachers' Bulletin, or (c) the Administrative Handbook will be made effective without notification to the Union and consultation with it respecting such proposed change. Such notification will be given as far in advance of the effective date of any such proposed change as is reasonably possible, with the objective of affording the Union an opportunity, if it has objections to any such proposed change, to resolve such objections with the Board or its representatives before any such proposed change is made effective. However, the parties both recognize the possibility that emergency situations may arise in which prior notification and consultation is not feasible.
- C. Any individual teacher presenting a grievance on his own behalf within the meaning and application of the proviso to Section 11 of Act 336 of the Public Acts of 1947 as amended by Act 379 of the Public Acts of 1965 shall not be accompanied by nor represented by an officer, executive, delegate, representative or agent in any capacity of any organization other than the Union. In any such case, the administrator concerned will provide the Union with a copy of the grievance and with a copy of any dispositions thereof, and the furnishing of such copies to the Union shall be deemed to satisfy the statutory requirement that the Union be given "opportunity to be present at such adjustment." (Continued on Page 64)

(Continued from Page 63)

XXIX. DURATION

This Agreement shall be retroactively effective as of June 29, 1965 and shall continue in effect until July 1, 1966. Proposals for incorporation in subsequent agreements shall be developed by the parties during the 1965-66 school year.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

BOARD OF EDUCATION

OF THE CITY OF DETROIT



a bin fo mp

By (Remus Robinson, M.D.), President

By (E. M. Lane), Secretary

DETROIT FEDERATION OF TEACHERS

iordan ary Ellen

By (Mary Ellen Riordan), President

(Continued on Page 65)

(Continued from Page 64)

EXHIBIT A

TEACHERS' SALARY SCHEDULE — 1965-66 10 Months (40 Weeks)

| Step | Less Than Master's | Master's or Equivalent | Master's Plus 30 Hours | Doctorate | | |
|------|-----------------------|---------------------------|---------------------------|-----------|--|--|
| 1 | \$5,500 | \$5,800 | \$6,100 | \$6,400 | | |
| 2 | 5,800 | 6,100 | 6,400 | 6,700 | | |
| 3 | 6,100 | 6,400 | 6,700 | 7,000 | | |
| 4 | 6,600 | 6,900 | 7,200 | 7,500 | | |
| 5 | 6,900 | 7,200 | 7,500 | 7,800 | | |
| 6 | 7,200 | 7,500 | 7,800 | 8,100 | | |
| 7 | 7,500 | 7,800 | 8,100 | 8,400 | | |
| 8 | 7,900 | 8,200 | 8,500 | 8,800 | | |
| 9 | 8,300 | 8,600 | 8,900 | 9,200 | | |
| 10 | 8,700 | 9,000 | 9,300 | 9,600 | | |
| 11 | 9,000 | 9,300 | 9,600 | 9,900 | | |
| 12 | | | 10,000 | 10,300 | | |

Visiting teachers, special education teachers, senior teachers, auditorium teachers, psychologists, physiotherapists, and teacher-counselors add \$125 at each step of the above schedule.

Teachers of ungraded classes add \$225 at each step of the above schedule.

Assignments made for other than 40 weeks will be at a proportionate annual salary.

Apprentice training teachers who have had the required apprenticeship and journeyman experience may be inducted at the sixth salary step.

The equivalent for a Master's degree shall be 32 or more semester hours approved work beyond the Bachelor's degree in courses approved in advance by an evaluation committee.

Teachers who have completed a required two-year Master's degree shall be credited for salary purposes as being on the M.A. plus 30 schedule.

(Continued on Page 66)

(Continued from Page 65)

School Community Agent, Attendance Agent, TV Producer-Director and Junior Communications Assistant

10 Months (40 Weeks)

| Less Step Than Master's | | Master's or Equivalent | Master's Plus 30 Hours | Doctorate | | |
|----------------------------|---------|------------------------|---------------------------|-----------|--|--|
| 1 | \$5,500 | \$5,800 | \$6,100 | \$6,400 | | |
| 2 | 5,800 | 6,100 | 6,400 | 6,700 | | |
| 3 | 6,100 | 6,400 | 6,700 | 7,000 | | |
| 4 | 6,600 | 6,900 | 7,200 | 7,500 | | |
| 5 | 6,900 | 7,200 | 7,500 | 7,800 | | |
| 6 | 7,200 | 7,500 | 7,800 | 8,100 | | |
| 7 | 7,500 | 7,800 | 8,100 | 8,400 | | |
| 8 | 7,900 | 8,200 | 8,500 | 8,800 | | |
| 9 | 8,300 | 8,600 | 8,900 | 9,200 | | |

Counselors

| Step | Master's | Master's Plus 30 Hours | Doctorate |
|---------|----------|---------------------------|-----------|
| Minimum | \$8,210 | \$8,510 | \$8,810 |
| 2 | 8,710 | 9,010 | 9,310 |
| 3 | 9,210 | 9,510 | 9,810 |
| 4 | 9,710 | 10,010 | 10,310 |
| 5 | 10,210 | 10,510 | 10,810 |
| 6 | 10,710 | 11,010 | 11,310 |
| 7 | | 11,410 | 11,710 |

Persons moving from the teaching salary schedule to a counselor's or administrative salary schedule shall receive their full increments until they reach the maximum, whether it be M.A. plus 30 or the Doctorate schedule.

Following promotion, annual increments will be either February or September, whichever is closer to date of promotion.

(Continued on Page 67)

DETROIT SCHOOLS

Football

(Continued from Page 66)

Substitute Service

| Emergency Services: |
|---|
| 180 or less days service |
| 181 to 360 days service |
| 361 and over days service |
| Emergency Substitutes in Regular Position (ESRP): |
| 180 or less days service |
| 180 or less days service |
| 361 and over days service |
| ESRP Auditorium and Special Education Teachers, add \$6.25 biweekly at each step. |
| ESRP Teachers of Ungraded Classes, add \$11.25 biweekly at each step. |

Summer School and Other Rates

| Teacher-in-charge | | | • | | | | • | • | \$5.93 per hour |
|----------------------------------|---|--|---|--|---|-----|---|---|-----------------|
| Teacher | | | • | | | | | | 5.48 per hour |
| Teacher, Remedial Instruction | | | | | | | | | 5.48 per hour |
| Teacher, Special Ability Classes | • | | • | | | | | | 5.48 per hour |
| Teacher, Night School | | | | | | | | | 5.48 per hour |
| Teacher, Adult Classes | | | • | | • | ••• | | | 5.48 per hour |

Boys' Interscholastic Athletic Program

| Head Coach (1 per school) | 1 | | | | |
|--|---|--|--|--|--|
| Basketball: Head Coach (1 per school) | | | | | |
| Track Coach (1 per school) | 1 | | | | |
| Swim Coach (1 per school) | 1 | | | | |
| Baseball Coach (1 per school) | 1 | | | | |
| Cross Country Coach (1 per school) | 1 | | | | |
| Golf Coach (1 per school) | 1 | | | | |
| Tennis Coach (1 per school) | 1 | | | | |
| Girls' Interscholastic Athletic Program | | | | | |
| Field Hockey Coach (1 per school) | 1 | | | | |
| Swim Coach (1 per school) | 1 | | | | |
| Basketball Coach (1 per school) | 1 | | | | |
| Tennis Coach (1 per school) | 1 | | | | |
| Golf Coach (1 per school) | 1 | | | | |
| CUIDE 10 55 | | | | | |