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*Detroit*

**AGREEMENT**  
**LABOR AND INDUSTRIAL**  
**RELATIONS <sup>between</sup> LIBRARY**  
**Michigan State University**  
**THE BOARD OF EDUCATION**  
**OF THE SCHOOL DISTRICT**  
**OF THE CITY OF DETROIT**

and the

**DETROIT FEDERATION OF TEACHERS**  
**LOCAL 231**  
**AMERICAN FEDERATION**  
**OF TEACHERS, AFL-CIO**

**July 1, 1966 - July 1, 1967**

# AGREEMENT

between

THE BOARD OF EDUCATION  
OF THE SCHOOL DISTRICT  
OF THE CITY OF DETROIT

and the

DETROIT FEDERATION OF TEACHERS  
LOCAL 231  
AMERICAN FEDERATION  
OF TEACHERS, AFL-CIO

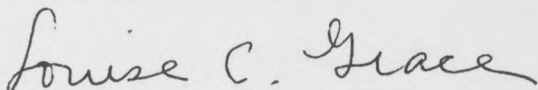
July 1, 1966 - July 1, 1967

## IN APPRECIATION

As President of the Board of Education of the School District of the City of Detroit, I wish to express, on behalf of the entire Board, our appreciation of the assurance of continued stability in the employee-employer relationship provided by the mutually agreed upon terms and conditions incorporated in this collective bargaining agreement.

We are particularly gratified that this agreement was arrived at without the unnecessary strife and disruption of school services which have accompanied the ultimate "agreement" reached in so many other school districts in Michigan and throughout the country.

For many years prior to the enactment of Public Act 379, the members of the Board have sought, through their actions, to prove to teachers in the Detroit Public Schools that the meeting of teacher needs was constantly a part of our consideration. While this second collective bargaining agreement further documents the Board's concern for the needs of its teachers, it also typifies the concern of our teachers for the successful total fulfillment by the Board of its paramount obligation to the school children we all serve. It is our sincere wish that Detroit teachers and the Board will always find it possible to merge these two great objectives.

A handwritten signature in cursive script that reads "Louise C. Grace". The signature is written in dark ink and is positioned above the printed name and title.

*President*  
Detroit Board of Education

## PROMISE FOR THE FUTURE

This Contract, which includes last year's agreement, represents to Detroit classroom teachers the fruition of their long struggle to be recognized as partners in the educational enterprise.

Teachers, professionally trained and experienced in the classroom, are the experts in the basic process of educating children.

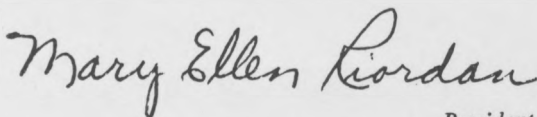
The collective bargaining procedures through which this Contract was negotiated have given these educational experts a real voice in school decisions.

We join with the Board in the firm belief that only through sound modern education can today's youth achieve their potential and build a peaceful and prosperous modern world.

We are more deeply convinced than ever that the knowledge, the ideals, and the dedication of the classroom teacher are desperately needed in resolving the growing urban school problems in the last half of the 1960's.

A partnership in which teachers work *with* the Board instead of just *for* the Board is obviously a more productive relationship, and the Detroit Federation of Teachers is proud to have been elected the instrument through which this partnership is being built.

In behalf of Detroit teachers we promise to live up to our obligations to the school children of the City of Detroit.



*President*  
Detroit Federation of Teachers

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# **AGREEMENT**

**between**

**THE BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF THE CITY  
OF DETROIT**

**and the**

**DETROIT FEDERATION OF TEACHERS,  
LOCAL 231, AFT**

## **PREAMBLE**

Agreement made this first day of September, 1966, 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 FEDERATION 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 Public School System 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 classroom 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 established procedures for bargaining with teacher representatives on matters of common concern and for providing 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 authorize collective bargaining for public employees and authorize public employers to enter into collective bargaining agreements with the representatives of their employees; and

WHEREAS, the parties desire to incorporate their 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:

## **1. RECOGNITION; DEFINITIONS; OTHER ORGANIZATIONS; STRIKE PROHIBITION; DUES DEDUCTION**

### **A. Recognition**

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



tary and secondary teachers, including resource and relief teachers, apprentice training teachers, nurse training teachers, special education teachers, senior teachers, auditorium teachers, special education teacher counselors, physio-therapists, 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 classificatons, attendance agents, school-community agents, and all other non-supervisory personnel on a classroom teacher 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 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 deduction was made and the reason therefore, 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 membership in, or association with the activities of, the Union.

B. In accord with its Constitution, the Union will admit persons to membership 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. QUALITY INTEGRATED EDUCATION**

In order to assure positive action designed to implement the commitments expressed in the Preamble of this Agreement and in furtherance of past recommendations and action of the Board, Union, Administration, professional staff, and various concerned citizen groups, the Union and the Administration will continue and will accelerate their efforts to provide quality integrated education in the following manner:

### **A. Textbook and Curriculum Improvement**

1. Use of integrated elementary textbooks as the basic reading text, at the earliest possible date.
2. Use of textbooks and other curriculum material for each pupil in all American history classes in order to cover in depth

the contribution of Negro and other minority groups in each unit taught; and inclusion of such material as part of the course of study in Curriculum Guides, at the earliest possible date.

3. Use of supplemental reading materials dealing with Negro and other minority group contributions, e.g. Jews, Chinese, and American Indian.
4. Use of comprehensive units in world history which cover African, Asian, and Latin-American history at appropriate grade levels at the earliest possible date.
5. Use of available Federal funds from the Elementary-Secondary Act to reduce the class size in inner city schools to a maximum of 25 students in regular grades with proportional reduction in Special Education classes and classes on half-day sessions.
6. Increased use of special services in inner city schools, including psychological, medical, and dental services, through Federally funded programs and/or by taking fullest advantage of available community resources.

#### **B. Staff Integration**

1. The Federation will cooperate with the Board and Administration in vigorous efforts to promote further staff integration at all levels and in all sections of the city.
2. A joint Union-Administration Committee shall study the three-year transfer plan, including its effect on staff integration. Said Committee, after evaluation of the plan, shall make recommendations to the respective Bargaining Teams not later than February 1, 1967.
3. A joint Union-Administration Committee shall be formed to work with those colleges of education which are willing to cooperate in planning a required course of study geared toward understanding and working with children with cultural differences.

4. Available Federal funds shall be utilized for internship programs and other methods to assist teachers who are teaching for the first time in schools located in low socio-economic areas.

**C. Achievement and Intelligence Test Revision**

There shall be a complete review and revision wherever necessary of the existing testing program in an effort to eliminate culturally biased tests. A committee of the Administration and the Union shall begin such review and revision

by \_\_\_\_\_ with a report by \_\_\_\_\_. (Dates to be announced.)

**D. Pupil Integration**

The Union and the Administration recognize that compensatory educational benefits are necessary to provide equal educational opportunities in deprived areas but that such benefits do not substitute for Detroit's declared goal of quality integrated education.

Therefore a joint Union-Administration Committee shall be formed to investigate ways of achieving quality integrated education and to make recommendations to the Union Executive Board and the Superintendent in order to implement programs which will further racial integration of pupils.

Various plans from throughout the United States will be investigated such as the Princeton Plan (modified version), shared learning experiences, the educational park concept, the re-drawing of school boundary lines and any other new and creative ideas that may be submitted for study by either party or from any other source.

**E. Implementation of Integration and Desegregation**

1. Existing Federal, State or other funds, especially those available for integration and desegregation projects, shall be aggressively sought for the purpose of imple-

menting the Quality Integrated Education provisions of this Agreement.

2. A joint Union-Administration Committee shall be established for the purpose of implementing the above section. Said Committee shall make bi-monthly progress reports to the respective Bargaining Teams.

#### **IV. SALARY SCHEDULE 1966-67**

The salary schedule negotiated by the parties is set forth in Exhibit A attached hereto and shall be in effect for the school year 1966-67.

#### **V. SCHOOL CALENDAR**

##### **A. Length of School Year**

Recognizing that teachers employed by the Detroit Board of Education work a longer school year than teachers in other districts in the State of Michigan, the Board agrees that a teacher who has been employed for the full school year shall be credited with an additional day's pay based upon his 1966-67 salary for each day actually worked during the 40th week of the 1966-67 school year. The teacher shall receive this money in a lump sum upon separation from the system. (See also Board Resolution September 13, 1966.)

##### **B. Observance of Religious Holidays**

A joint committee of the Union and the Administration will conduct a survey of the pattern of teacher and pupil absences on religious holidays, as well as application of the present policy covering the observance of such holidays, and will recommend such changes as it may deem advisable. The committee shall make its report no later than ninety days after the opening of the 1966-67 fall term.

#### **VI. CLASS SIZE LIMITATION**

The Union and the Administration acknowledge the desirability of reducing class size wherever possible as soon as funds are available for that purpose. In the interim, class size in regular classes

throughout the system shall be as close as possible to the class size medians established during the 1965-66 school year. During the 1966-67 school year, the Board of Education shall do all within its power to hire a sufficient number of qualified teachers so that the class size medians shall not exceed the medians established during the 1965-66 school year.

There shall be a continuing effort in Special Education to reach the State recommended standard.

Counseling loads shall be surveyed in individual schools and adjustments made as soon as funds and/or staff permit.

## **VII. SCHOOL DAY**

### **A. Purpose**

Teachers shall use the school day for:

1. Planning and preparing for their classes.
2. Teaching their pupils.
3. Evaluating pupil progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans.
4. Reporting their evaluations of pupil progress to the school administration and to the parents of the children whom they teach at appropriate times during the school year.
5. Assuming other responsibilities for the education, health, safety, and welfare of their pupils.
6. Providing professional service to the school and community for the purpose of assisting in the development and implementation of quality education in the Detroit Public Schools.

### **B. Teachers' Meetings**

Teachers should plan to reserve Wednesday afternoon for building meetings called by the Superintendent, principals, or department heads as the need for these meetings arises. For two of these meetings each semester, school shall be dismissed

one hour early and teachers shall remain an additional half hour as necessary.

### **C. Clock Hours**

In elementary and junior high schools the regular school day for assigned teaching, planning, and consultation functions shall consist of not more than 6½ clock hours which shall include a lunch period.

In senior high schools the regular school day for assigned teaching, planning, and consultation functions shall consist of not more than 7¼ clock hours which shall include a lunch period. (See also program in senior high school.)

### **D. Program Assignments**

(1) Teachers may express in writing to their principal their preference of grade level, subject, department assignment, extra-curricular assignment, 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 seniority, priority of request in case of tied seniority, competency of the individual in the judgment of the principal.

Requests which were not acted upon shall 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 assignment 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.

(2) 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.

(3) Tentative school programs and assignments shall 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 shall be posted when established.

### E. Teaching Periods

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

1. 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.

Except under unusual circumstances, senior high school programs shall conform to the following table:

Daily Schedule		Teaching Periods	Duty* Periods	Prep Periods	Lunch	Total
1	5 classes 1 duty	25	5	10	5	45
2	4 science classes plus labs	28	0	12	5	45
3	3 double classes 1 duty**	30	5	5	5	45
4	2 double classes 1 single class 1 duty	25	5	10	5	45
5	1 double class 3 single classes 1 duty	25	5	10	5	45

\*A duty as referred to in the above table does not include assigned service activities such as Audio-visual Coordinator or Service Group Sponsor; nor does it include assigned educational activities such



as Art Clubs, Future Teacher Clubs, Glee Clubs, Math Clubs, Social Studies Clubs or similar assignments.

\*\*Vocational shop teachers with three double period classes shall have no duties beyond those required within their shops.

In senior high schools sponsoring a school paper, a yearbook or a school play, the teachers involved shall have no more than five classes, one of which shall be called Journalism, (Y or N)\*\*\* or Drama.

\*\*\*Y designates Yearbook—

N designates Newspaper.

An individual teacher may request in writing and, in response to such a request, a principal may grant deviation from the above program, in the interest of providing better education for the students. The Union shall be notified of any deviations.

2. Junior and senior high school teachers shall be programmed for five standard periods of classroom teaching or the equivalent.

3. Beginning the sixth week of school, a joint Union and Administration committee will review the schedules of each elementary school where daily planning periods have not been afforded to every teacher. The committee will begin its review by checking the schedules in those schools where at least two such periods per week have not been afforded and shall continue checking those schools where three, four, and five such periods have not been afforded. This review shall be for the purpose of implementing additional planning periods.

4. When a teacher's preparation or planning period must be assigned for other purposes, the assignments shall be rotated so that all of the staff share these burdens equitably.

#### **F. Lunch Period**

Every elementary teacher shall have a duty free lunch period of at least forty-five minutes except in case of emergencies. Arrangements for aides shall be completed by the fifth week of the school year.

Special Education Teachers—Positive action shall be taken by the Administration to provide

Special Education teachers with a full lunch period free of supervision of children as rapidly as possible. In any school where lunch time relief has not been provided, the Administration shall, on request of the Union, state the reason(s) in writing.

#### **G. Relief from Non-Teaching Chores**

Aides should be provided to handle most non-teaching chores.

The use of teachers to perform non-instructional functions shall be kept to a minimum and positive action shall be taken by the administration to eliminate the need for teachers to perform such functions as soon as funds and staff permit. Positive action will include seeking out and utilizing state and federal funds. 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.

#### **H. Release from Assigned Duties for Building Representatives**

In any senior high school in which there are more teachers than are necessary to fill the required study hall assignments the Union duties of the Union building representative shall constitute his duty assignment.

In any elementary or junior high school in which there are more teachers than there are homerooms or conference classes, whichever is applicable, the Union building representative shall be excused from such assignment. In schools where no such relief is possible, relief from some other duty assignment shall be arranged.

In determining whether or not there are more teachers than are necessary to cover homeroom or conference classes, teachers assigned to more than one school for the purpose of providing supportive services shall not be counted.

In pursuance of his Union duties the Union building representative shall not interfere with any teacher who is engaged in a regular class, a duty, a conference or a homeroom assignment.

## VIII. 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 following parties: an administrator; a counselor; visiting teacher, school psychologist, attendance officer; the child; 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 several 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 upon 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: profanity or obscenity, fighting, gambling, possession of tobacco, class skips, deliberate and open defiance of authority, inciting others to violence or disobedience, possession of pornographic literature, petty theft, petty vandalism.

F. Examples of offenses which require principals to notify police: extortion of money or articles, possession of narcotics, arson or attempted arson (notify Fire Department), use or possession of alcoholic beverage, serious theft, serious vandalism, false reports of fire and bombs, possession of knife or other weapon, possession and/or sale of fireworks.

G. Suspension may result from any persistent disobedience that interferes with the well-being of other students or that prevents the teacher from carrying on normal class activities.

H. A continuous 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.

I. 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.

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. Assist 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).

## **IX. PUPILS' REPORT CARD MARKS**

The mark of a teacher is the record of the teacher's evaluative judgment of the work of a pupil. The teacher shall be considered the expert in evaluating the work of his pupils and the integrity of the teacher in marking the pupil will be respected. The mark given by a teacher shall not be changed by another person. No minimum or maximum limitation shall be set on the number who pass or fail.

## **X. PARENT-TEACHER CONFERENCES**

One full school day or two half-days of each semester shall be designated for Parent-Teacher Conferences. These conferences shall be held on school time and all regular classes shall be dismissed. The day or half-days shall be established by the school principal and announced to teachers and parents by the end of the fourth week of each semester. In addition to the scheduled conference day or half-days referred to above, teachers shall confer with parents at other times mutually convenient to the teacher and the parent.

## **XI. SCHOOL COMMITTEES**

### **A. Committee Participation**

Any teacher may be asked to participate in the effective management of the school through membership in committees on school citizenship, finance, etc., or as sponsors of school clubs, organizations, or other activities. The dividing of these responsibilities among the faculty benefits all members of the school by equalizing the work load and providing, whenever possible, an opportunity for teachers to make their maximum contributions in areas of interest.

### **B. School Fund**

Money earned through school projects shall be kept in the school fund. The administration of this

fund is the responsibility of the principal. The allocation of this money for school purposes not now provided for by the Board of Education shall be the joint responsibility of the principal and a School Fund Committee.

As mutually agreed upon by the School Union Committee and the principal, members of the School Fund Committee may be appointed by the principal, elected by the faculty, or be chosen by any other method. Membership on this committee shall not be dependent upon organizational affiliation.

A statement of all income, expenditures, and balances shall be posted on the official bulletin board not less than every three months.

## **XII. PERSONNEL ASSIGNMENTS**

### **A. Promotion Policies Affecting Teachers**

Present promotional procedures will continue in effect, except that (1) on a trial basis, responses to a peer rating form developed by the Union and the Personnel Department will be utilized in evaluating candidates for promotion, (2) teachers seeking promotion to higher salary classifications must show evidence of participation in community affairs and a variety of school experiences, one of which shall have been in a school located in a low socio-economic area, and (3) teachers shall have completed four years of teaching before applying for promotion and shall have completed five years of teaching before promotion is effective.

### **B. Summer School and Night School Administrative Positions**

The filling of summer school and evening school administrative positions shall be the function of the Personnel Department. No person shall be placed in a summer school or evening school administrative position except through regular Personnel Department committee selection procedures established for that purpose. (The above language does not preclude a principal or assistant principal from accepting such an administrative position in his own school.)

### **C. Summer School and Night School Assignments**

Teachers regularly assigned to classroom teaching during the school year shall have an opportunity to teach in summer school and night school assignments before other certificated persons are assigned.

Non-teaching teachers shall be eligible for assignment only when regular classroom teachers are not available.

Summer school assignments shall be rotated on a three-year basis whenever there are sufficient teachers available who are qualified to teach the particular subject for which a summer school teacher is needed.

### **D. After School Teacher Assignments**

All assignments of teachers to positions after school, in night school, and in summer school shall be made by the Personnel Department in accordance with regular written Personnel Department selection and assignment procedures.

### **E. Transfer of Teachers**

Contract teachers shall receive at least a week's notice before they are transferred from one regular assignment to another regular assignment unless such transfer is at the teacher's own request. ESRP's shall be given at least two days notice before an assignment is closed out.

### **F. Resource Teachers and Other Substitutes**

Resource teachers are contract substitutes. In utilizing resource teachers and other substitutes, present practices and procedures shall be continually reviewed and improved.

## **XIII. PERSONNEL FILES AND TEACHER COMPETENCE**

### **A. Records and Files**

Official grievances filed by any teacher under the grievance procedure as outlined in this collective bargaining agreement shall not be placed in the personnel file of the teacher; nor shall such grievance become a part of any other file or record which is

utilized in the promotion process; nor shall it be used in any recommendations for job placement.

No official report nor any derogatory statement about a teacher shall be filed by an administrator or supervisor unless the teacher is sent a dated copy at the same time. The teacher shall have the right to submit a response to the report or statement. Such a response shall be attached to and filed with the report or statement in the teacher's official personnel file.

Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.

### **B. Competence: Assistance and Reporting**

Before a teacher is rated unsatisfactory in instructional performance the following steps shall have been taken:

1. The principal, assistant principal, or department head shall have observed the teacher's classroom performance at least twice.
2. The teacher's supervisor shall have observed the teacher's classroom performance at least twice.
3. A conference between the teacher, the supervisor and at least one school administrator as named above shall be held at least a month before the rating becomes final to put the teacher on notice that his work is unsatisfactory and to discuss with him ways in which he can improve.
4. If the efforts of school administrator, supervisor, and teacher fail to raise the teacher's performance to a satisfactory level, the administrator and supervisor shall each fill out a Form 4045, Special Report on Teacher Services. The completed forms shall be forwarded to the field executive who, if he approves, will forward them to the head of the division. The teacher involved shall be furnished a copy of the ratings of both school administrator and supervisor.



## **XIV. LEAVE POLICY**

### **A. Personal Business Leave Days**

The present provisions (see Teachers' Bulletin) allowing five days per year for specified non-illness emergency absence shall continue in effect, along with the policy permitting one of these five days to 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.

For leave in case of death, "immediate family" shall be expanded to include father-in-law and mother-in-law.

### **B. Sick Leave**

1. Sick leave shall accumulate in a single bank at the rate of fifteen (15) days per year with a limit of 200 days.

2. 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 of the following school year.

3. A contract teacher who has exhausted his sick bank may in case of extended illness borrow up to ten (10) days with a promissory note. These days will be deducted at the beginning of the following school year.

4. Any teacher who terminates his employment shall repay the school system the amount owed for sick leave days advanced under this policy.

5. Teacher absences resulting from school-related assault shall not be charged against sick leave although the teacher's regular gross earnings shall be maintained.

### **C. 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.

After one year of Board service following a Professional Service Leave, a contract teacher who is otherwise eligible may apply for a Sabbatical Leave.

#### **D. Other Leaves**

1. 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.

2. A teacher who serves in the Peace Corps shall be entitled to experience credit for Peace Corps teaching.

3. A teacher who is granted Professional Service Leave shall be entitled to experience credit.

### **XV. INSURANCE**

#### **A. Choice of Hospital**

In case of a compensable injury, an employee may receive free medical, surgical and/or hospital care at any one of the officially designated hospitals.

#### **B. Insurance Benefits**

1. **Improvement in Provident** — Provident's Hospital-Medical-Surgical Insurance benefits will be improved by (1) an increase in ward and semi-private room and board allowances from \$25.00 and \$28.00 respectively to \$27.00 and \$30.00 respectively, and (2) full payment of cost for confinement in an intensive care unit, both effective October 6, 1966 at no increase in subsidy by the Board or premium by the insured employee.

2. **Community Health Association (CHA) Option**—A teacher may elect to apply his Hospital-Medical-Surgical insurance subsidy to coverage under the Community Health Association (CHA). Any additional cost for this coverage will be borne by the teacher.

### **XVI. IMPROVEMENT OF PROGRAM AND FACILITIES**

#### **A. Testing**

Regularly scheduled testing shall be set at times which will be least disruptive of the instructional program.

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.

Additional clerical type assistance and automation shall be provided.

#### **B. Handicapped Children**

A joint Union-Administration committee shall be set up to propose plans for summer school for Special Education pupils.

#### **C. Revision of Materials List**

A regular procedure shall be adopted for the annual updating of supply lists for various instructional departments and divisions.

Teacher(s) shall be included on any committee which is formed for the above purpose. The Union shall designate at least one of such teachers. Consideration shall be given to Union recommendations if more than one teacher serves on such a committee.

#### **D. School Facilities**

Adequate lunchroom, restroom and lavatory facilities exclusively for teacher use shall be made available in all schools. All high schools shall have workrooms of sufficient size to accommodate an assigned desk for each teacher.

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.

### **XVII. CARE OF PROPERTY**

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

### **XVIII. 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.

## **XIX. 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 provision of this Agreement.

B. 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.

- 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 executive, 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

- a. 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;
- b. or 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 (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 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 the decision.

2. The time limits specified in this procedure may be extended, in any specific 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.

## **XX. UNION ACTIVITIES**

A. The principal shall recognize the elected Union building representative as the official representative of the Union in the school. (See also ARTICLE VII, Section H.)

The Union representative and his committee shall be called the School Union Committee. Membership on the School Union Committee shall be determined by the Union. The committee shall include members of the bargaining unit in addition to the school Union representative.

The principal shall meet at least monthly with the School Union Committee, if requested by the Union representative, to consult on local school problems and policies as they relate to established Board policies and procedures and this Agreement. No other committee shall exist for this purpose.

The discussion of other matters, as agreed upon for discussion by the principal and the School Union Committee, is not precluded by the above. However, the principal and the School Union Committee do not have the authority to reach any decision which changes this Agreement or any established Board of Education policy or procedure.



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.

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.

## **XXI. 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.

## **XXII. 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 provisions 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 provision 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) *Proceedings of the Board of Education*, (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."

## XXIII. DURATION

This Agreement shall be retroactively effective, except where expressly stated to the contrary, as of July 1, 1966 and shall continue in effect until July 1, 1967. Proposals for incorporation in subsequent agreements shall be developed by the parties during the 1966-67 school year.

### BOARD OF EDUCATION OF THE CITY OF DETROIT

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S/ BETTY S. BECKER

S/ GLADYS F. CANTY

S/ PETER F. GRYLLS

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*Employee Organization Relations*

## DETROIT FEDERATION OF TEACHERS

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S/ JAMES LIGHTFOOT

S/ DAVID MORGAN

S/ ZELINE RICHARD

S/ MARIAN L. SAMSON

S/ JAMES P. SMITH

S/ MARGARET TUOVILLA

S/ EDWARD VANDERLAAN

S/ MARIA WILLIAMS

# Exhibit A

## SALARIES AND OTHER RATES

1966 - 67

### TEACHERS' SALARY SCHEDULE

10 Months (40 Weeks)

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

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.

All employees who, as of June 30 in any year, have completed 30 or more years of service as full-time employees of the Detroit school system (and are on the payroll November 30) shall receive \$150 added pay. This shall be paid as a lump sum each December on a special payroll.

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 take required work beyond the baccalaureate to maintain their specialized 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.

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.)

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

All day trade teachers, hired to teach reimbursable vocational education courses in the Detroit Public Schools, shall receive annual increments through the ninth step of the salary schedule, providing they make satisfactory progress on the improvement and validation of the Michigan Vocational Education Certificate required. Day trade teachers who earn a Bachelor's degree, qualify for a Michigan Secondary Provisional Certificate and are granted a Detroit teaching contract, shall then progress in regular fashion on the teacher salary schedule. This provision is not retroactive. (Job and certification requirements will be printed once each semester in the *Principals' Notes*.)

The salary schedule for school community agent, attendance agent, TV producer-director and junior communications assistant is the same as through Step 9 of the above schedule.

An attendance agent who attains classroom teacher qualifications while employed by the Board of Education may apply for and will be considered for promotion to a position of classroom teacher at the salary level which is closest to but not less than the salary he had been receiving as an attendance agent.

## COUNSELORS' SALARY SCHEDULE

### 10 Months (40 Weeks)

Step	Master's	Master's Plus 30 Hours	Doctorate
Minimum	\$8,700	\$9,000	\$9,300
2	9,200	9,500	9,800
3	9,700	10,000	10,300
4	10,200	10,500	10,800
5	10,700	11,000	11,300
6	11,400	11,700	12,000
7	-----	12,100	12,400

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.

### SUBSTITUTE SERVICE RATES

Emergency Service:	<b>Per Day</b>
180 or fewer days service .....	\$27.50
181 to 360 days service .....	29.00
361 and more days service .....	30.50

Emergency Substitutes in Regular Position (ESRP):	<b>Biweekly</b>
180 or fewer days service .....	\$290.00
181 to 360 days service .....	305.00
361 and more days service .....	320.00

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

	<b>Per Hour*</b>
Teacher-in-charge .....	\$5.93
Teacher .....	5.48

Teacher, Remedial Instruction .....	5.48
Teacher, Special Ability Classes .....	5.48
Teacher, Night School .....	5.48
Teacher, Adult Classes .....	5.48

\*A complete review by the Union and the Administration will be made of the hourly rate paid to teachers under Federal and non-Federal programs. Agreed upon increases shall be effective on the first day of the second semester of the 1966-67 school year.

## BOYS' INTERSCHOLASTIC ATHLETIC PROGRAM RATES

Football:	Per Season
Head Coach (1 per school) .....	\$ 850
Assistants (2 per school), \$500 each .....	1,000
Basketball:	
Head Coach (1 per school) .....	850
Assistant (1 per school) .....	500
Track Coach (1 per school) .....	700
Swim Coach (1 per school) .....	600
Baseball Coach (1 per school) .....	600
Cross Country Coach (1 per school) .....	400
Golf Coach (1 per school) .....	400
Tennis Coach (1 per school) .....	400

## GIRLS' INTERSCHOLASTIC ATHLETIC PROGRAM RATES

	Per Season
Field Hockey Coach (1 per school) .....	\$250
Swim Coach (1 per school) .....	250
Basketball Coach (1 per school) .....	250
Tennis Coach (1 per school) .....	175
Golf Coach (1 per school) .....	100



# DETROIT PUBLIC SCHOOLS

## Calendar 1966-67

- Monday, September 5—Labor Day  
Tuesday, September 6—Starting day for principals and teachers  
Wednesday, September 7—Day schools, first semester begins; Meeting: evening school principals, 3:00 p.m.  
Monday, September 12—Evening schools, registration week opens  
Saturday, September 17—Constitution Day and National Citizenship Day  
Monday, September 19—Evening school classes begin  
Wednesday, October 12—Columbus Day  
Friday, October 21—Will Carleton's birthday  
Friday, November 11—Veteran's Day, schools close at noon  
Wednesday, November 23—Schools close, end of day, for Thanksgiving recess  
Monday, November 28—Schools reopen  
Wednesday, December 7—Pearl Harbor Day  
Saturday, December 10—Evening schools, fall term ends  
Thursday, December 22—Schools close, end of day, for Christmas vacation  
\*Tuesday, January 3—Schools reopen; evening schools, winter term begins  
Tuesday, January 31—Day schools, first semester ends, end of day  
Wednesday, February 1—Day schools, second semester begins  
Sunday, February 12—Lincoln's birthday  
Wednesday, February 22—Washington's birthday  
Wednesday, March 15—Institute Day, schools closed all day  
\*\*Thursday, March 23—Schools close, end of day, for spring vacation  
Friday, March 24—Good Friday, schools closed all day  
Saturday, March 25—Evening schools, winter term ends  
Monday, April 3—Schools reopen; evening schools, spring term begins  
Monday, May 1—Law Day  
Tuesday, May 30—Memorial Day, schools closed all day  
Friday, June 23—Day schools, second semester ends  
Saturday, June 24—Evening schools, spring term ends  
Monday, June 26—Summer schools begin; evening schools, summer term begins  
Tuesday, July 4—Independence Day, schools closed all day  
Saturday, August 19—Summer school term ends; evening schools, summer term ends

\*New Year's Day falls on Sunday, January 1, 1967

\*\*Easter falls on Sunday, March 26, 1967

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