

*expires 7-1-69*

*Detroit*

# AGREEMENT

between

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

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

and the

Michigan State University

DETROIT FEDERATION OF TEACHERS  
LOCAL 231

AMERICAN FEDERATION  
OF TEACHERS, AFL-CIO

September 18, 1967 - July 1, 1969

# **AGREEMENT**

**between**

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OF THE SCHOOL DISTRICT  
OF THE CITY OF DETROIT**

**and the**

**DETROIT FEDERATION OF TEACHERS  
LOCAL 231**

**AMERICAN FEDERATION  
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**September 18, 1967 - July 1, 1969**

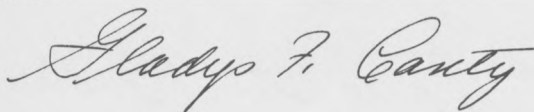
## IN APPRECIATION

Working together as a team, through the collective bargaining process, the Board of Education and the Detroit Federation of Teachers have reached agreement on this two-year contract. Implicit in this document is the goal we mutually share: quality education and equality of opportunity. Our common concern to attain our goal has strengthened our relationship. We realize this must be a joint endeavor requiring the best efforts of each of us.

The education of our young people has never been more important than it is today. Though we may not need to be reminded of this fact, we must be ever mindful of our responsibility toward providing every boy and girl the opportunity for a meaningful and purposeful education.

The Board of Education values the services of all Detroit teachers and has an appreciation for and an understanding of the important work being performed. It is our hope that this contract reflects our interest in the welfare of our teachers. We wish for each of you success and satisfaction in your task. We believe also that the welfare of our students will be advanced through the provisions in the contract.

Though the challenges are many and all the educational needs of our city have not been met, together we can build a better school system to the end that every child will reach fulfillment as a productive and responsible adult.



*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.

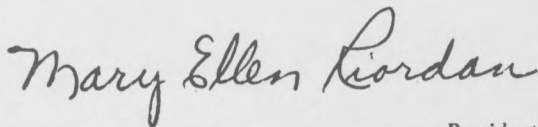
The collective bargaining procedures through which this Contract was negotiated have given these educational experts a real voice in school decisions.

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  
AFL-CIO**

## **PREAMBLE**

Agreement made this eighteenth day of September, 1967, 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, the Federation recognizes that the basic responsibility of each teacher is to use his skill and expertise in the most effective manner to improve the quality of education offered by the Detroit Public Schools; 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 elected 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:

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

### **A. Recognition**

The Board recognizes the Union as the sole and exclusive bargaining representative for all elementary 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, speech therapists, school diagnosticians, school social workers, 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, school-community agents, accompanists, and all other non-supervisory personnel on a classroom teacher salary schedule (all of whom are hereinafter referred to as "teacher" or "teachers") and in addition to these, team leaders, coordinators and vocational instructors at the McNamara Skills Center, and teachers in the Adult Day School.

### **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 all members of the bargaining unit except in situations where the reference is in a context which denotes application only to a teaching teacher in a school classroom, i.e., school day, clock hours, program assignment, teaching periods, etc.

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 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 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 part of the basic reading program.
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 Indians.
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 Education 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.
7. The Board shall designate personnel necessary to assure the implementation of the above sections.

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

1. The Federation in cooperation with the Board and the Administration will further staff integration at all levels and in all sections of the city with special emphasis on ESEA schools.
2. 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.
3. 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.

#### **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 continue 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 along with any other new and creative ideas submitted for study by either party or from any other source.

#### **E. Implementation of Integration and Desegregation**

Existing Federal, State or other funds, especially those available for integration and desegregation projects, shall be aggressively sought for the purpose of implementing the Quality Integrated Education provisions of this Agreement.

### **IV. SALARY SCHEDULES 1967-68 and 1968-69**

The salary schedules negotiated by the parties are set forth in the Appendix attached hereto and shall be in effect for the school years 1967-68 and 1968-69.

### **V. SCHOOL CALENDAR**

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

For the 1967-68 school year, the annual salary shall be for 39 school weeks commencing September 18, 1967. For the 1968-69 school year, the annual salary shall be for 39 school weeks commencing the Tuesday after Labor Day.

#### **B. 1966-67 Adjustment**

Pursuant to the 1966-67 collective bargaining agreement, a teacher employed for the full 1966-67 school year has been 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. This money is payable to such teachers in a lump sum upon separation from the system.

### **C. Emergency Weather Conditions**

The Board shall notify metropolitan radio and TV stations by 6:30 a.m., whenever a decision has been made to close schools because of weather conditions. This clause is not intended to preclude a decision to close schools after 6:30 a.m., if further evaluation of developing weather conditions warrants such a decision.

### **D. Observance of Religious Holidays**

A survey of the pattern of teacher absences on religious holidays shall be conducted annually for the purpose of determining the need and adequacy of teacher substitute service as far in advance of such holidays as possible.

## **VI. CLASS SIZE LIMITATION**

### **A. Regular Classes**

The Union and the Administration acknowledge the desirability of reducing class size in Detroit schools. 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 1966-67 school year. During the life of this contract, 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 1966-67 school year except that if the 1967-68 school year medians are lower, the lower medians shall be the guide.

	<b>October 1966</b>	<b>March 1967</b>
Kindergarten	32.30	31.80
Elementary	35.23	33.24
Junior High	33.91	33.02
Senior High	30.27	29.44

### **B. Class Size Review Board**

In an effort to effectively implement innovative approaches to the complex class size problems

in the Detroit Public Schools, a Class Size Review Board shall be established for the purpose of hearing complaints filed by any teacher whose class size exceeds 39 in the 1967-68 school year and 38 in the 1968-69 school year. This Board shall be composed of at least three teachers selected by the Detroit Federation of Teachers and at least three administrators appointed by the Superintendent.

The Class Size Review Board shall have the power to investigate any complaints received; to select particular schools and particular classes in selected schools for review; to effectively recommend the priority and method of correcting any inequities found and the power to recommend the use of specific State and/or Federal funds. Any recommendation of the Class Size Review Board which is not acted upon within thirty days from date of said recommendation, shall be the subject of a special meeting of the conference committees of the Board of Education and the Federation.

The Class Size Review Board in arriving at its conclusions shall reasonably evaluate the number of classroom teachers and the amount of space available; the object of the instructional program; the educational advantage and desirability of utilizing available teachers to reduce class size in basic programs and in programs where specialized instruction has been determined to be necessary; and the desired goals of quality integrated education jointly shared by the Board of Education and the Federation.

### **C. Primary Unit Classes**

During the term of this Agreement, the maximum class size in the primary unit shall be reduced to 30 pupils in up to 50 schools where the fourth grade reading level is below the national norm.

### **D. Special Education Classes**

The number of children assigned to special education classes shall be in accordance with state



recommended standards. In no case shall this maximum be exceeded without prior consultation with the teacher and notification to the Union.

#### **E. Counseling Loads**

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**

1. 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.

2. Both parties recognize the value of utilizing an occasional city-wide meeting. When such meetings are necessary, attempts will be made to televise them, preferably on a Wednesday.

### **C. Clock Hours**

1. 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.

2. 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. No classroom teacher shall be required to teach outside of his area of certification. (This clause is not intended to change present transfer policy.)

2. Teachers may express in writing to their principal their preference of grade level, subject, department assignment, extra-curricular assignment, school committee. Requests for the following semester assignment shall be made by October 15th or March 15th.

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.

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

3. 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.

4. 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 programs shall be posted when established.

### **E. Classroom Teaching Periods**

The general practice of scheduling classroom 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 Duty*	Prep	Lunch	Total	
		Periods	Periods	Periods		
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

An individual classroom 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.

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.

\*A duty as referred to in the above table does not include assigned service activities such as Audiovisual 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 and technical shop teachers with two three period classes, three double period classes, or a total of six teaching periods shall have no duties beyond those required in their shops or drafting rooms.

\*\*\*Y designates Yearbook—N designates Newspaper.

The number of dissimilar preparations per teacher in senior high schools will be kept to the minimum consistent with implementation of the best possible educational program in the particular school. The parties acknowledge that in most cases, dissimilar preparations will be limited to three. Prior to the assignment of a fourth dissimilar preparation, the Administration and Union Committee will meet to see if the additional dissimilar preparation can be avoided. Dissimilar preparations shall not exceed five.

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

3. The Board has made a public commitment to hire additional teachers. The Board and the Federation agree that the Board—upon the hiring of sufficient additional teachers and/or the equitable redistribution of present staff—shall provide every elementary teacher with at least three preparation periods per week.

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

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

5. Whenever a teacher loses scheduled preparation time at the request of the administration, the teacher shall subsequently be granted, at a mutually convenient time, time for preparation equal to the preparation time lost.

6. Substitute service shall be provided for teachers who accompany pupils on field trips whenever a school is unable to provide class coverage without a substitute and when substitutes are available for this purpose. This clause is not intended to require the loss of preparation periods nor is it intended to preclude the voluntary exchange of preparation periods.

## **F. Lunch Period**

### **1. Elementary**

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.

### **2. Special Education**

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.

### **3. Junior High**

The Administration and the School Union Committee in each junior high school where the lunch period is less than 35 minutes shall jointly review and/or revise the school schedule for the purpose of developing a schedule which will provide a longer lunch period free from the supervision of children.

Each school shall submit a staff approved plan to the respective bargaining teams of the Board and the Union no later than the Monday following Thanksgiving, 1967.

Plans mutually approved by the respective bargaining teams shall be implemented at the beginning of the second semester of the 1967-68 school year.

### **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 home-rooms 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, following a conference with him and at least two of the following parties: an administrator, a counselor, school social worker, school psychologist, attendance officer, 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 by the school social worker, school psychologist, or an attendance officer.
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



region superintendent 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 Business Affairs Office 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.

Special education teachers may, with the approval of the principal, utilize the one full day or two half-days designated for parent-teacher conferences to make home visits or follow-up calls. In cases of particular urgency, additional time may be granted upon request and with the approval of the principal and the region superintendent.

Elementary teachers may, with permission of the principal, utilize the half-day or a part of the day now designated for parent-teacher conferences for home visits.

## **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**

Teacher promotion policies and practices shall be reviewed jointly by the Federation and the Board of Education.

On a trial basis, responses to a peer rating form developed by the Union and the Office of Personnel will be utilized in evaluating candidates for promotion. 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. 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 Office of Personnel. No person shall be placed in a summer school or evening school administrative position except through regular Office of Personnel 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 Office of Personnel in accordance with regular written Office of Personnel selection and assignment procedures.

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

1. 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.

2. During the term of this Agreement the parties shall evaluate the effect of the January 1967 recommendations of the joint committee which studied the three-year transfer plan in order to determine whether or not the recommendations shall be made permanent policy consistent with the objectives set forth in this Agreement.

### **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 region superintendent 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. SUBSTITUTES**

### **A. Accumulation of Sick Leave—ESRP's**

ESRP's who are available to serve and willing to serve in any school in the System shall retain their accumulated sick leave in each subsequent assignment. However, no ESRP shall lose accumulated sick leave because of a break in service of twenty or fewer school days.

## **B. Distribution of Substitutes**

To supplement the Board's prior efforts to provide equal educational opportunities to Detroit Public School children, the Board and the Federation will work toward the equitable distribution of ESRP's in all areas of the city.

## **C. 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.

## **D. Substitute Calls**

The substitute office will give priority to fully certificated persons who have expressly agreed to serve in any school in the Detroit Public School System in filling requests for substitutes before 7:15 a.m.

# **XV. 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.

A teacher may be granted up to five service leave days for his own wedding within seven calendar days including and subsequent to the day of the wedding.

## **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. The Board may equitably extend the technical definition of assault in appropriate cases.

6. The sick leave bank shall not be charged for necessary absences up to five days resulting from the following childhood diseases: chickenpox, measles, mumps, diphtheria, whooping cough. The statement of a licensed physician shall be required as proof of the cause of such absence.

### **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.

A contract teacher who is otherwise eligible may move directly from professional service leave status to sabbatical leave status.

### **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.

## **XVI. INSURANCE**

### **A. Compensable Injuries**

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. (See list on page 42.)

### **B. Group Insurance**

#### **1. Hospital-Medical-Surgical**

Hospital-medical-surgical insurance shall be fully subsidized for employees, and partially subsidized for dependents.

#### **2. Hospital-Major Medical**

Major medical insurance shall continue to be available to teachers in connection with the hospital-medical-surgical plan above. Such coverage shall be optional and without Board subsidy.

#### **3. Improvements**

Present Hospital-Medical-Surgical Insurance benefits will be improved by (1) an increase in ward and semi-private room and board allowances from \$27.00 and \$30.00 respectively to \$30.00 and \$33.00 respectively, effective October 6, 1967, and (2) the continuation of full payment of cost for confinement in an intensive care unit, effective October 6, 1966 at no increase in subsidy by the Board or increase in premium by the insured employee.

#### **4. Insurance for Adult Day Teachers**

Eligibility for group insurance will be extended to teachers in the Adult Day Program who work at least two days a week or the equivalent. (Adult Day teachers are not eligible for the Board of Education subsidy on their insurance premium.)

## **5. 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.

## **6. Life Insurance**

- a. The Detroit Board of Education underwrites the cost of a group life insurance policy for all of its appointed employees and those Emergency Substitutes in Regular Positions (ESRP) who have worked in this classification for two years immediately preceding their death or retirement. The policy provides the payment of \$1,000 if the employee should die while in the active service of the Board and \$350 for employees who have retired from active service after January 1, 1956.
- b. The Detroit Public Schools shall continue to contribute approximately ten per cent of the cost of supplementary Group Life Insurance.
- c. The disability premium provision under the Michigan Life Insurance policy which previously was not available after age 60 shall now be available to age 70 or the mandatory retirement date in the event it extends beyond the 70th birthday (basic group life policy only).

# **XVII. IMPROVEMENT OF PROGRAM**

## **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.

In order to be less disruptive of the instructional program, the following test schedule shall be adopted:

The SCAT-STEP<sup>1</sup> tests shall be scheduled for 10B and 12B students during the first week of the spring semester of 1968, and for 9A and 11A students at the end of the same semester. Thereafter, the SCAT-STEP tests will be given to 9A and 11A students the last week of each semester and only those students who were not previously tested will be tested the first week of each semester.

In the spring semester of 1968, the D.A.T.<sup>2</sup> shall be scheduled for 8A students the first week of the semester, and for 8B students the last week of the semester. In the fall semester of 1968 and thereafter the D.A.T. shall be given to 8B students the last week of each semester.

## **B. Handicapped Children**

1. State and/or Federal funds shall be used to make special education classes an integral part of the Detroit summer school program.

2. A joint Administration-Federation Committee shall formulate (for implementation not later than the second semester of the 1967-68 school year) plans for the utilization of two special education rooms of the same category in a selected number of schools to be designated by the Superintendent on a trial basis.

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<sup>1</sup> School and College Ability Test and Sequential Test of Educational Progress.

<sup>2</sup> Detroit Aptitude Test.

This committee shall evaluate the educational benefit of such organization during the second semester of the school year 1967-68 and shall submit a report of such evaluation to the Superintendent no later than June 1, 1968.

### **C. Summer School Programs**

1. To the extent that Federal funds are available for such purpose, free remedial summer school classes shall be provided to any elementary school child who fails a regular grade. The Board shall also continue to develop and implement programs which will provide free summer school classes to some needy children each summer.

2. The school social work program and the psychological testing program shall be expanded into the summer school period.

### **D. 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.

### **E. In-Service Training**

The Board, upon recommendation of the Superintendent, will authorize additional in-service training workshops and meetings to be conducted prior to and subsequent to the implementation of new approaches to the teaching of any subject.

Regular teachers of the subject, including Special Education teachers, shall be given priority in the selection of personnel for such workshops and meetings. Relief and resource teachers may also apply.

## **F. Textbook and Curriculum Guide Review**

Textbooks shall be reviewed every five years. The Union may request an earlier review of a particular textbook. Qualified teachers in several schools shall be requested to review and evaluate each textbook being considered. The result of their review and evaluation shall be used by the book selection committee as one of the deciding factors in selecting a new textbook.

The Board shall also continue the use of teachers to assist in the review and development of curriculum guides.

## **G. Tuition Reimbursement**

Fully certificated classroom teachers with bachelors' degrees and school social workers and psychologists shall be reimbursed by the Board the amount of tuition paid by the employee for courses taken under the following conditions:

1. The courses must have been taken by the employee while employed by the Board.
2. The courses must have been necessary to qualify the employee for a special assignment for which the Board will receive reimbursement from Federal or State funds, e.g., Vocational Education, Special Education, Remedial Reading, Social Work, etc.
3. The Office of Personnel must have approved the taking of such courses.
4. Reimbursement shall be made upon application to the Office of Personnel after all necessary courses have been completed and after the agreement of the teacher to remain in the Detroit Public School System for at least one year subsequent to the completion of said courses.
5. The employee must be willing to serve in any school designated by the Office of Personnel.

6. The reimbursement shall not apply to any courses taken prior to the summer of 1967.

#### **H. Television Teaching**

Each on-camera teacher shall have the right to review each recorded lesson and to propose correction of major content error or major technical difficulty before the initial re-broadcast and again, prior to the use of such recording, at the end of a three year period from date of recording. Time and facilities shall be provided for such review. If the teacher is no longer assigned to the Department of Educational Broadcasting, the time for such review shall be determined upon mutually satisfactory arrangements being made between the teacher, his present principal or unit head, and the Department of Educational Broadcasting. The position of regular on-camera teacher shall be an 11 month position.

### **XVIII. IMPROVEMENT OF 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.

### **XIX. PROPERTY**

#### **A. Care of School 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.

#### **B. Personal Property Loss**

A fund in the amount of \$10,000 shall be established from which individual teachers may be

reimbursed for approved claims in an amount not to exceed \$100 for personal property loss due to theft, burning, or willful or malicious damage. Personal property is defined as anything normally worn or carried into the building by the teacher but shall not include cash. The parties recognize and agree that a teacher has a moral obligation to reimburse the fund if the teacher also actually collects for the same loss from an insurance carrier.

## **XX. 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.

## **XXI. 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 region superintendent. 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 region superintendent 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 region superintendent or the Union, all parties will meet at the same time.

- b. Within fifteen school days after delivery of the appeal the region 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 3. Within ten school days after receiving the decision of the region superintendent, 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 school 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.

## **XXII. 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 Board shall designate a school in proximity to the Federation office (or the Federation office) which may be used by the Federation as a pickup stop for the purpose of sending and receiving authorized material.

E. 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.

F. 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.

G. 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.

### **XXIII. 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.

### **XXIV. 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."

## XXV. DURATION

This Agreement shall be retroactively effective, except where expressly stated to the contrary, as of September 18, 1967 and shall continue in effect until July 1, 1969. Proposals for incorporation in subsequent agreements shall be developed by the parties during the school year.

### BOARD OF EDUCATION OF THE CITY OF DETROIT

S/ GLADYS F. CANTY  
*President*

S/ HAROLD R. BROWN  
*Secretary*

S/ BETTY S. BECKER

S/ PETER F. GRYLLS

S/ PATRICK A. McDONALD

S/ REMUS G. ROBINSON, M.D.

S/ DARNEAU V. STEWART

S/ A. L. ZWERDLING

S/ NORMAN DRACHLER  
*Superintendent*

S/ AUBREY V. McCUTCHEON, JR.  
*Chief of Labor-Management  
Negotiations*

S/ DUNCAN J. CURRIE

S/ GEORGE W. DONALDSON

S/ ALDEAN WESEBAUM

## DETROIT FEDERATION OF TEACHERS

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- S/ JAY FLASHNER
- S/ JOHN LATHERS
- S/ DAVID MORGAN
- S/ DONALD OLEKSINSKI
- S/ EDWARD VANDERLAAN
- S/ LENORE WEISS
- S/ MARIA WILLIAMS



## OFFICIALLY DESIGNATED HOSPITALS

Delray General	7125 West Jefferson
Detroit Osteopathic	12523 Third
Henry Ford	2799 West Grand Boulevard
Harper	3825 Brush
Highland Park General	369 Glendale
Holy Cross	4777 East Outer Drive
Lincoln	1053 - 25th Street
Mt. Carmel Mercy	6071 West Outer Drive
New Grace	18700 Meyers
St. John	22101 Moross
St. Joseph Mercy	2200 East Grand Boulevard
Sinai	6767 West Outer Drive

**APPENDIX**

**SALARY SCHEDULES**

**CLASSROOM TEACHERS**

**10 Months (39 Weeks)**

**1967-68**

Step	Less Than Master's	Master's or Equivalent	Master's plus 30 Hours	Doctorate
1	\$6,650	\$7,150	\$7,450	\$7,750
2	6,950	7,450	7,750	8,050
3	7,250	7,750	8,050	8,350
4	7,750	8,250	8,550	8,850
5	8,150	8,650	8,950	9,250
6	8,450	8,950	9,250	9,550
7	8,750	9,250	9,550	9,850
8	9,150	9,650	9,950	10,250
9	9,550	10,050	10,350	10,650
10	9,950	10,450	10,750	11,050
11	10,350	10,850	11,150	11,450
12	.....	.....	11,550	11,850

**1968-69**

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

# **1. RE-EMPLOYMENT OF DETROIT TEACHERS**

## **a. Salary Rate**

A teacher who resigns and subsequently is re-employed by the Board shall be re-employed as a probationary teacher but shall be given experience credit up to the salary step to which his previous Detroit experience entitles him or, if it is greater, to the salary step to which he is entitled as a result of his combined Detroit and other teaching experience within the limits of No. 2 below.

## **b. Restoration of Sick Leave Bank**

At the end of the first year of successful re-employment by the Board and upon completion of each subsequent year of re-employment the sick leave bank of such returning teacher shall be restored in annual amounts equal to the number of days which remained in the teacher's sick leave bank at the time of last resignation divided by the number of years during which the teacher was not employed in the Detroit Public Schools. Restoration of sick leave in this manner shall continue until all the sick leave days have been restored. This provision is not retroactive. It is effective for teachers re-employed commencing 1967-68.

# **2. OUTSIDE TEACHING EXPERIENCE**

New teachers hired for the 1967-68 school year shall be allowed credit on the salary schedule for up to five years outside teaching experience. New teachers hired for the 1968-69 school year shall be allowed credit on the salary schedule for up to six years outside teaching experience. One year of military service may be used in lieu of one year of experience as outlined above.

# **3. DIFFERENTIALS**

School social workers, special education teachers, senior teachers, auditorium teachers, psycholo-

gists, physio-therapists, speech therapists, 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.

#### **4. ANNUAL SALARY**

Assignments made for other than 39 weeks will be at a proportionate annual salary.

#### **5. MASTER'S EQUIVALENT**

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.

#### **6. TWO-YEAR MASTER'S PROGRAM**

School social workers 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.)

#### **7. MASTER'S PLUS 30 HOURS**

Commencing with the 1967-68 school year, a teacher with eleven or more years credit on the salary schedule shall move directly to the maximum salary step of the M.A. plus 30 or the doctorate

schedule on the next regular pay period following presentation of satisfactory proof of having completed the necessary requirements for receipt of such advanced preparation differential.

## **8. SALARY VARIATIONS**

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

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.

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*.)

## **9. PROMOTION AND INCREMENTS**

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

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.

## 10. LONGEVITY BONUS

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.

### COUNSELORS

#### 10 Months (39 Weeks)

1967-68

Step	Master's	Master's Plus 30 Hours	Doctorate
Minimum	\$9,550	\$9,850	\$10,150
2	10,050	10,350	10,650
3	10,550	10,850	11,150
4	11,050	11,350	11,650
5	11,550	11,850	12,150
6	12,250	12,550	12,850
7	.....	12,950	13,250

1968-69

Step	Master's	Master's Plus 30 Hours	Doctorate
Minimum	\$10,400	\$10,700	\$11,000
2	10,900	11,200	11,500
3	11,400	11,700	12,000
4	11,900	12,200	12,500
5	12,400	12,700	13,000
6	13,100	13,400	13,700
7	.....	13,800	14,100

## ACCOMPANISTS

### 10 Months (39 Weeks)

For 1967-68 .....	\$6,500-\$7,400
For 1968-69 .....	\$7,350-\$8,250
After eleven years of service, add \$180.	

### SUMMER SCHOOL AND OTHER RATES\*

	1967-1968 Per Hour	1968-1969 Per Hour
Teacher-in-charge .....	\$6.70	\$7.13
Teacher, Remedial Instruction, Special Ability, After School, Night School, and Adult Classes .....	6.25	6.68
McNamara Skills Center		
Occupational Instructor .....	6.25	6.68
Educational Technician .....	4.77	5.20
Team Leader .....	5.27	5.70

### SUBSTITUTE SERVICE RATES

#### A. Emergency Substitutes

Class 1. Limited emergency substitutes shall be defined as substitutes 1) who are less than fully certificated, *or* 2) who are available fewer than three days a week, *or* 3) who are not willing to teach wherever assigned.

	1967-1968	1968-1969
180 or fewer days service ..	\$27.50	\$31.50
181 to 360 days service ...	29.00	33.00
361 and more days service	30.50	34.50

\*In fulfillment of a clause in the expired contract, a \$.34 retroactive hourly increase shall be paid any individual who worked in any of the above listed hourly rated classifications during the second semester of the 1966-67 school year.

Class 2. Unlimited emergency substitutes shall be defined as substitutes 1) who are fully certificated, *and* 2) who are available at least three days a week, *and* 3) who are willing to serve in any school in the system as assigned.

	<b>1967-1968</b>	<b>1968-1969</b>
180 or fewer days service . . .	\$32.56	\$36.92
181 to 360 days service . . .	34.10	38.46
361 and more days service . . .	35.64	40.00

**B. Emergency Substitutes in Regular Positions (ESRP's)**

Class 3. Emergency substitutes in regular positions in this class qualify under the Michigan State Certification Code for 60 or 90 day permits.

	<b>Biweekly</b>	
	<b>1967-1968</b>	<b>1968-1969</b>
180 or fewer days service . . .	\$290.00	\$330.00
181 to 360 days service . . .	305.00	345.00
361 and more days service . . .	320.00	360.00

ESRP auditorium and special education teachers, add \$6.41 biweekly at each step.

ESRP teachers of ungraded classes, add \$11.54 biweekly at each step.

Class 4. Emergency substitutes in regular positions in this class are regularly certificated under the Michigan State Certification Code or have one year special permits.

	<b>Biweekly</b>	
	<b>1967-1968</b>	<b>1968-1969</b>
180 or fewer days service . . .	\$341.03	\$384.62
181 to 360 days service . . .	356.41	400.00
361 and more days service . . .	371.79	415.38

ESRP auditorium and special education teachers, add \$6.41 biweekly at each step.

ESRP teachers of ungraded classes, add \$11.54 biweekly at each step.



## BOYS' INTERSCHOLASTIC ATHLETIC PROGRAM\*

	<b>Per Season</b>
<b>Football:</b>	
Head Coach (1 per school) .....	\$ 850
Assistants (2 per school), \$500 each .....	1,000
<b>Basketball:</b>	
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\*

	<b>Per Season</b>
Field Hockey Coach (1 per school) .....	\$ 350
Swim Coach (1 per school) .....	350
Basketball Coach (1 per school) .....	350
Tennis Coach (1 per school) .....	275
Golf Coach (1 per school) .....	200

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\*Teachers in both the girls' and boys' interscholastic athletic program are obligated to coach at least one sport each semester (two sports per year) if requested to do so, except that teachers of after-school modern dance classes shall not be obligated to coach more than one sport per year. The latter coaching assignment shall occur at a time mutually satisfactory to the parties. Whenever there is a shortage of coaching staff in a particular school, other interested and qualified teachers shall be employed as coaches.

# DETROIT PUBLIC SCHOOLS

## Calendar 1967-68

Monday, September 18—Day schools and evening schools, first semester begins

Thursday, October 12—Columbus Day

Saturday, October 21—Will Carleton's birthday

Friday, November 10—Veterans' Day, ½ day for children

Wednesday, November 22—Schools close, end of day, for Thanksgiving recess

Monday, November 27—Schools reopen

Thursday, December 7—Pearl Harbor Day

Saturday, December 9—Evening schools, fall term ends

Thursday, December 21—Schools close, end of day, for Christmas vacation

Tuesday, January 2—Schools reopen; evening schools, winter term begins

Friday, February 2—Day schools, first semester ends, end of day

Monday, February 5—Day schools, second semester begins

Monday, February 12—Lincoln's birthday

Thursday, February 22—Washington's birthday

Saturday, March 23—Evening schools, winter term ends

Monday, March 25—Evening schools, spring term begins  
\*April—Arbor Day

Thursday, April 11—Schools close, end of day, for spring vacation

Friday, April 12—Good Friday, schools closed all day

Wednesday, April 17—Schools reopen

Wednesday, May 1—Law Day

Thursday, May 30—Memorial Day, schools closed all day

Friday, May 31—Schools closed all day

Friday, June 21—Day school, second semester ends

Saturday, June 22—Evening schools, spring term ends

Monday, June 24—Summer schools begin; evening schools, summer term begins

Thursday, July 4—Independence Day, schools closed all day

Saturday, August 17—Summer school term ends; evening schools, summer term ends

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\*Arbor Day is set by the Governor's proclamation each year.



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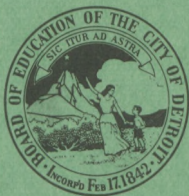
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*The Detroit Federation of Teachers shall actively work in the community and within the AFL-CIO to assist the Board in its continuous efforts to conduct integrated apprenticeship training classes.*

*The Detroit Federation of Teachers and the Board shall periodically review the steps each has taken in furtherance of the intent and purpose of the above language.*

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