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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
AMERICAN FEDERATION
OF TEACHERS, AFL-CIO

LABOR AND INDUSTRIAL
July 1, 1969 - July 1, 1971
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Michigan State University

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

and the

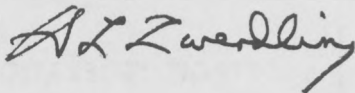
**DETROIT FEDERATION OF TEACHERS
LOCAL 231
AMERICAN FEDERATION
OF TEACHERS, AFL-CIO**

July 1, 1969 - July 1, 1971

Successful collective bargaining requires that both sides of the bargaining table have more in common than they have apart. The Detroit Board of Education and The Detroit Federation of Teachers were able to arrive at this Agreement because it brings strength and support to the common objectives of the elected representatives of the people of Detroit who serve on the Board, and to the elected representatives of the teachers to whom the people of Detroit entrust their children.

The Board and the Federation are mutually determined to afford all of the children in our public schools an equal opportunity for a quality education. This Agreement is an instrument fashioned to help achieve that goal.

During the period of this Agreement we shall be facing new challenges in developing guidelines for the decentralized system directed by Act 244, which became law August 11, 1969. We can make the new system work if we keep our mutual objectives in mind.

A handwritten signature in cursive script, reading "A. L. Zwerdling". The signature is written in dark ink and is positioned above the printed name of the signatory.

President
Detroit Board of Education

August 13, 1969

The Agreement here presented is the most comprehensive yet negotiated by the Federation.

Many of the policies which protect or otherwise benefit teachers—the 200-day sick leave bank, seniority rights, sabbatical leave, the right to examine one's personnel files, to name only a few—were won by the Federation long before the advent of collective bargaining.

We are proud to announce that most of the important policy material formerly carried in the several editions of the Board's official handbook, the **TEACHERS' BULLETIN**, including these early Union victories, are incorporated into this Agreement. Thus major Board of Education policy affecting members of the bargaining unit has now for the first time been brought together under one cover.

The following pages reflect the collective experience, wisdom and aspirations of the professional staff, and provides significant improvements in Detroit's educational program as well as salary and other gains for teachers.

Through this Agreement the Board of Education and the teachers have forged a relationship which advances the welfare of Detroit schools as well as the economic interests of the working staff.

The task now before us lies in implementing the provisions of this Agreement—a burden shared equally by the Board and the Union, including all members of the bargaining unit. We are confident that the mutual good faith which marked the negotiations for this contract will prevail in its implementation.

Mary Ellen Riordan

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 effective the first day of July, 1969, 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 purpose 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; UNION MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEES; OTHER ORGANIZATIONS; STRIKE PROHIBITION.

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, R.O.T.C. instructors* and all other nonsupervisory personnel on a

*Effective pursuant to Certification of Representative issued by SLMB, July 16, 1969. Applicable wages, hours and working conditions shall be set forth in an addendum now being negotiated.

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. Union Membership Dues or Agency Shop Service Fees

1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within sixty (60) days of the effective date of this provision or within sixty (60) days of the date of hire by the Board, whichever is later, become members, or in the alternative, shall, within sixty (60) days of the effective date of this provision or within sixty (60) days of their date of hire by the Board, whichever is later, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members. This provision is effective Monday, January 26, 1970.
2. The Board upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition, shall immediately notify said employee that his services shall be discontinued at the end of the current semester, and shall dismiss said employee accordingly. The Board shall follow the dismissal procedure of the Michigan Tenure Act, as applicable. The refusal of a teacher to contribute

fairly to the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment under the Michigan Tenure Act. However, if at the end of the semester, a teacher, or teachers, receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission, or a court of competent jurisdiction, such teacher's service shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity or legality of such discharge, or such teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said manner by the Tenure Commission, or a court of competent jurisdiction.

3. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).
4. The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues (or fees).
5. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.
6. The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.
7. Each employee in the bargaining unit shall execute an authorization for the deduction of Union dues or Agency Shop service fees.
8. The Board shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount for the payment of Union dues or Agency Shop service fees. Such dues or 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 (30) days after such deductions were made.

D. 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.

E. Strike Prohibition

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

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. In order to meet the real and vital learning needs of children in this multi-racial, multi-religious, multi-ethnic society in which we live, textbooks and other curriculum material for each pupil in all classes shall be used pursuant to the guidelines established by the Board and outlined in the 1968 Textbook Report, Publication 1-112, prepared by the Intergroup Relations Department of the Division of School-Community Relations.
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.
8. The TV series "Afro History and Culture" shall continue with appropriate modifications.

B. Institute of Afro-American Life and History

In order to provide students and teachers with an expanding and realistic framework relevant to Afro-American history and culture and to more fully develop resources for the adequate study and treatment thereof, an Institute of Afro-American Life and History is being established by the Board through the Division of School-Community Relations and the Office for the Improvement of Instruction. This Institute shall also compile and disseminate Afro-American historical and cultural materials to all teachers in all subject areas and grade levels in the Detroit Public Schools.

C. 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.

D. 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.

E. 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.

F. 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

1. The salary schedules and formulas negotiated by the parties are set forth in the Appendix attached hereto and shall be in effect for the school years 1969-70 and 1970-71.
2. 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.

V. ORGANIZATION OF SCHOOL CALENDAR

A. Length of School Year

The annual salary shall be for 39 school weeks commencing the Tuesday after Labor Day. (See Appendix.)

B. End of Semester Schedule

During the first year of this agreement, a joint Administration/Union Committee shall study the end-of-semester schedules of Detroit Public Schools, suburban schools, and other large urban school systems. This committee will take into account maximum teaching—learning time, the time necessary for organization and record posting and the orderly closing of the semester and the opening of the next semester, and then make recommendations to the Superintendent. The Superintendent will implement an appropriate 1970-71 closing schedule for Detroit Public Schools. Upon approval of the Administration and the Union, experimental closing procedures may be tried in selected schools during the 1969-70 school year. The original Union proposal, #17, shall be one of the plans tried.

C. Kindergarten Schedule

Kindergarten teachers and principals of individual schools may propose a plan for partial attendance and/or staggered entry of Kindergarten children on the two days following registration day. Upon approval of the Region Superintendent and the Deputy Superintendent for Administration of Schools, such plans will be implemented. Kindergarten teachers will meet prior to November 15, 1969, to discuss the relative merits of various plans and a joint Administration/Union Committee shall recommend plans to be followed in ensuing years.

D. 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.

E. 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.

F. Early Dismissal

When junior or senior high school students are dismissed early, the feeder schools shall be notified. Dismissals which can be anticipated in advance should be coordinated.

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 1967-68 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 1967-68 school year. The 1967-68 school year medians shall be the guide.

October 1967 March 1968

Kindergarten	31.30	30.38
Elementary	33.33	32.61
Junior High	32.47	32.21
Senior High	30.16	29.84

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 has been established for the purpose of hearing complaints filed by any teacher whose class size exceeds 37, or by any teacher who alleges that a class size above 36 is the result of inequitable school organization. This Board shall be composed of at least three teachers selected by the Union 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 Union.

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 objectives 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 Union.

C. Primary Unit Classes

During the first year of this Agreement, the maximum class size in the primary unit shall be reduced to 30 pupils in up to 60 schools (in addition to Neighborhood Education Center schools) where the fourth grade reading level is below national norms. Additional improvement shall be made during

the second year of this Agreement. Priority will be given to schools which are without paraprofessional aides.

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.

F. Teacher Service

Relative achievement levels, reading and mathematics scores on standardized tests, and the economic level of the families of students in the local school community shall be considered as valid factors in determining the amount of teacher service available to each elementary school.

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 neces-

sary, 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 the 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 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

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 Union 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, provided that no full time teacher shall have less than 120 minutes scheduled preparation time per week.

Beginning the sixth week of school, a joint Administration/Union Committee will review the schedules of each elementary school where daily preparation periods have not been afforded to every teacher. Committee members will check 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 until the goal of daily preparation periods is attained.

The Committee shall be further charged with the responsibility of investigating particular instances of alleged inequitable distribution of 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 shares 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. Interruptions

Classroom interruptions are detrimental to a good learning environment and to the continuity of a well planned classroom operation. Therefore, teachers and administrators accept the joint responsibility to minimize such interruptions.

G. 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 may submit a staff approved plan to the respective bargaining teams of the Board and the Union no later than the Monday following Thanksgiving.

Plans mutually approved by the respective bargaining teams shall be implemented.

4. Counselors

Counselors will have a scheduled duty-free lunch period corresponding to the lunch period for teachers in the same building. In each building, lunch periods of counselors shall be scheduled so as to insure maximum available counseling service to students throughout the lunch times. Except in emergencies, counselors' lunch periods will not be interrupted.

H. 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.

The assignment of teacher aides in a particular school is a proper subject of discussion between the Administration and the School Union Committee; however such assignment must conform to the guidelines established by the Office of Federal, State and Special Programs and the Division for the Administration of Schools.

I. 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.

It is understood that in the determination of whether or not there are a sufficient number of teachers in the elementary school available to perform required duties, the parties acknowledge the necessity to consider such factors as the size and organization of the particular school. In consideration of such factors, however, the priority will be given to the School Union Representative whenever it is determined that at least one of the teachers in such building is to be released from a duty assignment. In no case shall release from such assignment deprive students of essential services.

In determining whether or not there are more teachers than 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 the child 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. When in the opinion of the counselor his dissemination of a discipline decision will destroy or seriously impair the counselor-counselee relationship, the counselor will so inform the principal or his designee and request the principal or his designee to disseminate the discipline decision.

I. 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.

J. 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.

K. 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.

L. A child who assaults a teacher will be suspended. Age and size of the offender will be taken into consideration.

M. It is recognized that, in developing responsible student conduct, the positive disciplinary techniques of example, counseling, and guidance should take precedence over punitive disciplinary measures. In this regard, this Agreement provides for communication with parents on matters of discipline, safety, and other local school regulations (Article XI, Section C.), and, Union-sponsored workshops on classroom management (Article XVII, Section E, paragraph 2.)

It is general policy to expect that teachers will maintain discipline by means other than the use of corporal punishment. Therefore, use of corporal punishment as a routine measure is not contemplated. This policy does not prohibit corporal punishment (as provided by Chapter 15, School Code of 1955, Section 755, et. seq.) but does restrict its use to those cases in which there is no adequate substitute treatment. However, a distinction must be made between physical restraint, which is occasionally necessary to keep a young person from injuring himself or others, and punishment, which is utilized to discourage repetition of misbehavior.

Punishment which, in the judgment of the Superintendent is more severe than that which might be administered

by a reasonable parent; which is cruel or excessive; which is more severe than is indicated by the gravity of the offense, or the apparent motive and disposition of the offender; which is excessive with respect to the sex, size, or physical strength of the pupil; which results in lasting pain or injury; or which is administered wantonly or from malice or passion, is prohibited in the Detroit schools.

It is essential that a clear understanding should exist between the principal and the teachers in each school concerning the above. The principal should be informed promptly by a teacher when incidents occur which require the use of physical restraint or corporal punishment. This will permit principals to be of greatest assistance in working with parents and the teacher for a full understanding and solution of the problem.

Teachers will receive full support of the principal and the central administration in actions taken by them pertaining to discipline, provided they act in accord with the provisions of this Article. This support shall include defense of the teacher's action by the principal against complaints of parents as well as legal assistance by the central administration in the event that a criminal complaint is made or civil court action is instituted for damages.

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.

Student report cards shall be distributed twice each semester—four per year—with parental conferences and/or advance written warning to parents of possible failures.

When a child's progress is such that failure seems likely, the counselor or principal should be advised by the teacher and appropriate steps taken to see that the parent is informed of the situation well in advance.

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.

C. Community - School

A committee of administrators, counselors, teachers and community representatives will be organized at the local school level for the purpose of assuring greater communication with parents on matters of discipline, safety, and other local school regulations. Such committees shall be encouraged to coordinate efforts within their high school constellation and with schools in other constellations. Plans developed by these committees shall not include any matter which is inconsistent with the collective bargaining Agreement, other Board of Education policy and/or the policies of other public agencies.

*See Article XXII for School Union Committee

XII. PERSONNEL ASSIGNMENTS

A. Balanced Staff Concept

A continuous review of teacher placement conditions is made in order to make such adjustments as may be necessary to conform to personnel placement policies. Assignment procedures have been designed with these aims: that teachers assigned have the necessary qualifications to teach the subject area and grade level; that pupils have experiences with teachers and principals of different races, are taught both by men and women, and have both new and experienced teachers.

B. Promotion Policies Affecting Teachers

Teacher promotion policies and practices shall be reviewed jointly by the Union 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.

C. 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.)

D. 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. Counselors will be eligible for summer school and evening school teaching positions.

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.

E. 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.

F. Transfer of Teachers

For most personnel purposes, the Detroit Public Schools operate on system-wide seniority. A teacher's seniority status is involved when reduced school membership makes it necessary to transfer teachers. Release of teachers, having the least teaching service within the department affected, is determined by (1) totaling the years of Detroit contract service and (2) if two teachers have the same amount of contract service time—then substitute service is added. Generally, probationary teachers with less than two years of teaching experience will not be transferred. In addition, transfers will be consistent with the balanced staff concept established by the Board and supported by the Union.

A teacher carries seniority only in the areas in which he is currently teaching. A teacher may not avoid a transfer by requesting a change in teaching-service department at the time when a transfer is under consideration because of released school service.

Contract teachers must be given one week's notice before forced transfer due to lowered enrollment, except during reorganization; in the fall semester not later than the fourth Friday, and in the second semester during the first ten school days. Seniority rights will be respected consistent with the balanced staff concept established by the Board and supported by the Union.

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.

When a teacher is appointed, transferred, or assigned to a position for which he is certificated and which he has agreed to assume, his seniority is in effect in that assignment, except at the beginning of the semester prior to organization-reorganization as stated previously.

Length of service should not be interpreted to interfere with the best interest of the school system. On the other hand, length of service is expected to protect teachers, and it should not be an obstacle. Therefore, the rule of seniority does not apply when a teacher freely requests or consents to a transfer or has been rated unsatisfactory.

Teachers who wish to change the location of their teaching or the kind of assignment they have, may apply for

a transfer by filing Personnel Form 4039, *Request for Transfer*. The usual procedure is to submit the transfer form to the principal; however, it may be sent directly to the Office of Personnel as a confidential document without any signature except that of the teacher.

The request must be renewed annually if the individual wishes to have the request continue to be considered. Transfer requests are listed by the Office of Personnel in the order of receipt and area of specialization.

When a position is to be filled by transfer, the Office of Personnel checks its list of transfer requests against the requirements for the position. The position will be offered to those meeting the requirements according to the balanced staff concept, place on the transfer list, and seniority.

There are times when the services of a teacher may be needed more in some other school than the one in which he is teaching. In such cases, teachers may be requested to change their locations for the best interests of the school system.

XIII. PERSONNEL FILES AND TEACHER COMPETENCE

A. Records and Files

Personnel records are confidential and are carefully guarded in the interest of the individual employee. Although they are primarily for administrative and supervisory use, they are accessible, with the exceptions noted below, to the individual employees concerned.

The individual employee may examine his own record with the Superintendent or his designee. The exceptions include the tests and reports from the following sources: the Board medical examiners, the Psychological Clinic, committees acting in the selection or promotion processes, placement bureaus, and former employers.

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. Tenure

The Detroit Public Schools and all other Michigan school districts are governed by the provisions of the Michigan Teachers' Tenure Act. This legislation establishes a procedure relative to the release and discharge of unsatisfactory teachers which is designed both to protect the teacher and the children of the school district. (See also Article I, Section C.)

No teacher on continuing tenure shall discontinue his services to the school system except by mutual consent, without giving a written notice to the Board of Education at least 60 days before September first of the ensuing school year. Discontinuance in any other manner will result in forfeiture of his rights to continuing tenure previously acquired.

For complete text of the Michigan Teachers' Tenure Act, see State of Michigan General School Laws: Act 4, 1937 (Ex. Ses.), as amended.

C. 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.

Ratings to be effective at the close of the first semester must be filed not later than December 1; those to be effective at the end of the second semester, not later than May 1.

5. A continuing tenure teacher who is marked unsatisfactory by supervisory and administrative staff members as indicated above and who has been notified

by the Superintendent or his designee, shall be transferred and given an opportunity for two consecutive semesters to bring his work to a satisfactory condition. If his services are rated satisfactory at the end of the two semesters, he shall be retained in his position as a continuing tenure teacher. However, if his services are rated unsatisfactory, his services shall be terminated pursuant to the *Michigan Tenure Act*.

A joint committee composed of representatives of local school administration, central staff administration, the Union, and school-community agents shall be established for the purpose of developing a procedure for the evaluation of the performance of school-community agents. Any such evaluation procedure mutually agreed upon by the Union and the Administration during the term of this Agreement, shall be incorporated as a part of this Agreement.

D. Rating and Disciplinary Action

The teacher will be notified in advance in writing of the purpose of a meeting with an administrator in cases where an unsatisfactory rating and/or disciplinary action — including official reprimand — is contemplated, and shall be entitled to have Union representation.

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 Union 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. Student Teachers

Student teachers may be used as substitutes for their sponsoring teachers only in accordance with provisions made by the State Board of Education. This provision shall not limit the right of a student teacher to substitute if the student teacher is otherwise qualified to substitute by Special Permit issued by the State Board of Education.

E. Substitute Calls

The substitute office will give priority to fully certified 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.

F. Evaluation

The substitute teacher may be evaluated on Form 4076, *Report on Quality of Emergency Substitute Teacher Service*. Teaching services of a substitute teacher classified as ESRP may be evaluated by letter by his principal at the close of each semester or major portion of a semester. This rating is then sent to the Office of Personnel, where it is placed in the substitute teacher's individual file.

Evaluations of unsatisfactory service are discussed with the substitute teacher.

XV. LEAVE POLICY

The Board of Education upon written request may grant leave of absence for a period not to exceed one year, subject to renewal at the will of the Board. Leave of absence for physical or mental disability *without request* may be granted for a period not to exceed one year. No leave of absence shall serve to terminate continuing tenure previously acquired.

When it is necessary to be absent, the teacher should notify the school office or the person designated at the time established by the school. The school office should be informed of an expected absence early enough to be able to have the substitute teacher arrive before the opening of the school day. The absent teacher should notify the school by 2:30 p.m. of the day preceding his return so that the substitute may be released in time for another assignment.

Employees able to anticipate non-illness absence chargeable to Sick Leave must make application in advance on Personnel Form 4132, *Request for Approved Absence* with pay.

Form 4043, *Request for Leave of Absence or Extension of Leave*, is to be submitted by an employee who wishes an approved absence, without pay, for periods of more than four weeks (20 working days), with the exception of Sabbatical Leaves and absence for Exchange Teaching.

Types of Leaves are as follows: illness, military, study, maternity, personal business, government, and professional service. A leave of absence for study, maternity, personal business, or government or professional service is not granted during the first year following appointment to a position.

The effective date of a leave is the day following the last day for which the employee is paid.

The maximum allowance for all purposes (except professional service) shall be three consecutive years. Requests warranting special consideration beyond the limitations indicated may be referred to a reviewing committee for recommendation.

Employees returning from leave are expected to remain in Board employment for at least one year.

No form is required for approved absence without pay for a period of one to four working days; but a teacher should first secure the approval of his principal. Such absence will be entered on the payroll as "absence on personal business." Form 4132, *Request for Approved Absence*, is submitted by an employee seeking approval of such absence for a period of five days or more, up to a maximum of four weeks.

Employees wishing release for one or more of the last three days before the end of the spring semester in June, in order to attend an accredited summer school session or to depart for an accredited summer tour, must submit Form 4117, *Request for Early Dismissal*, to the Office of Personnel.

Conditions for considering approval are:

- a. College credit must be earned.
- b. Employees leaving early for one of the above purposes must submit transcripts of their credits earned not later than October 1 to the Records and Certification Department.

When an employee is absent due to personal business without pay on the day before and the day following a holiday, he loses pay for all three days; the preceding day, the holiday, and the day following. However, if the employee is absent either before or after the holiday, but not both, he would lose pay only for the day of his absence.

A. Personal Business Leave Days

The present provisions 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. This day may not be used to extend a holiday.

B. Sick Leave

1. Sick leave for regular 39 week teachers 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, impetigo. The statement of a licensed physician shall be required as proof of the cause of such absence.

7. Upon retirement with a retirement allowance in accordance with the qualifications established by the Retirement System of the School District of the City of Detroit, an employee will be paid an amount not to exceed one-half his unused Sick Leave days, with a maximum allowance of 30 days pay.

C. Illness Absence—Medical Examinations

An employee not able to return on Monday following two weeks of absence for personal illness must have a medical examination by the Board medical examiner and present Form 431, *Return to Employment: Physician's Certificate* completed by his own physician before returning to his assignment. This regulation also applies to illness absences in June, regardless of whether they extend into September.

After 11 consecutive work days of Sick Leave, a teacher must furnish a statement from his physician on Form 432, *Release Pay Check: Physician's Certificate*, in order to secure his next pay check.

In cases involving surgery, bone fractures, heart, thyroid, and nervous disorders, the employee must have the approval of the Board of Education medical examiner before he may return to duty.

A further check is required on employees with continued illness absence extending beyond the second consecutive pay period. Information about the condition of the employee

*Extended illness shall be interpreted to mean illness requiring use of consecutive days during or following hospitalization or home confinement for serious illness or accident requiring a doctor's care.

is obtained either from the principal (or in a non-school department, from the department head) or by a visit from the administrative nurse. Information may also be obtained on a Form 431 completed by employee's physician.

Employees who remain on extended sick leave may be asked to have a medical examination by the Board of Education medical examiner during the period they are absent after continued absence beyond two consecutive pay periods. Such examinations are required when sufficient evidence of continued illness is not obtainable by other means.

If convalescence outside of town is recommended by one's own physician and approved in advance by the Board medical examiner, such absence may be charged to Sick Leave.

In absences involving compensation under the State of Michigan Compensation Law, charges to Sick Leave allowances are made only to the extent necessary to maintain the employee's regular bi-weekly gross earnings.

The Office of Personnel may require a medical examination by the Board of Education medical examiner for an employee at any time when the maintenance of minimum health standards in a school or department is in question.

An employee returning from a leave of absence as provided for in Form 4043, *Request for Leave of Absence or Extension of Leave*, must have a medical examination by the Board of Education medical examiner. Form 431, from the employee's personal physician, is required for return from leave of absence for illness or maternity.

An employee sustaining an injury requiring the use of a bandage, cane, crutch, cast, or similar type of support is required to have the approval of the Medical Department. Such cases must be referred by the principal through the usual channels to the Board of Education medical examiner for approval before the employee may return to duty.

An employee who has been ill with a communicable disease must have a medical examination by the Board of Education medical examiner.

If a regular 39 week employee is absent for illness on the first day of the work schedule in the school year, the illness must be confirmed by the Medical Office, or a written request for approval from the employee must be approved by the Business Manager. This applies to absence for one or more days. Approval by Medical Office requires Form 432 from employee's attending physician to the Medical Office.

D. Absences Chargeable to Sick Leave

Absences due to causes listed below may be charged as specified to Sick Leave. Absence in excess of available Sick

Leave days or for reasons other than those specified will result in loss of pay.

1. Personal Illness

All absences due to illness of employee may be charged to Sick Leave until the Sick Leave Bank is exhausted.

2. Death Leave

Absence due to death of a member of the immediate family may be charged to Sick Leave to the extent of one to five scheduled working days as necessary for each death.

- a. Included in immediate family membership: husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative living and making his home in the household of the employee.
- b. The working days allowed must be consecutive scheduled working days:
 - (1) if employee works on day of death: the days allowed do not include day of death but begin with the first scheduled working day immediately following the day of death.
 - (2) if day of death is a scheduled work day and employee does not work on that day: the days allowed begin with and include the day of death.
 - (3) if day of death is not a scheduled work day or occurs during vacation periods: the days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven consecutive calendar days including day of death.

3. Certain Emergencies

Certain non-illness absences may be charged to Sick Leave, but all such charges combined may not exceed a total of five days in any one fiscal year. One of these five days may be used for personal business which does not fall into the designated categories, but which cannot be conducted any other time because of conflict with the normal school working day; otherwise, except as indicated below, absence for personal business beyond one day means loss of pay. A letter must be submitted to the Business Manager requesting approval for any emergency absence in excess of one day. Absences in excess of a total of five days in any one fiscal year that do not fall in the categories below, will also result in loss of pay.

- a. Absence to attend wedding of member of the immediate family only.

- (1) NOT chargeable to Sick Leave:
 - (a) Absence for weddings of other than members of immediate family.
 - (b) Absence to arrange for weddings.
- b. Absence for employee's own wedding:
 - (1) Chargeable to Sick Leave:
 - (a) Such working days as fall within seven consecutive calendar days including and subsequent to wedding day.
 - (b) Day of wedding is counted as one of seven days but only charged to Sick Leave if a scheduled working day.
 - (c) Saturdays, Sundays, and holidays, if any, within a seven-day period are counted as part of this limit.
 - c. Absence to attend funerals other than those of members of the immediate family.
 - (1) NOT chargeable to Sick Leave:
 - (a) Absence to make funeral arrangements.
 - (2) Chargeable to Sick Leave:
 - (a) Time actually required to attend funeral and to return.
 - (b) Local funerals usually involve one-half or one day only.
 - d. Absence caused by exposure to contagious disease in the immediate family where employee, though not ill himself, is required by Board of Health to be absent from work.
 - e. Absence to provide necessary care for a member of the immediate family where no other arrangements are possible.
 - (1) NOT chargeable to Sick Leave:
 - (a) Where other relatives are available to "provide necessary care" it is assumed that employee's provision of care is not necessary since "other arrangements" are possible.
 - (2) Chargeable to Sick Leave:
 - (a) The "necessary care" must be such as would be prescribed by a physician or required by incompetency of relative requiring care.
 - (b) In almost all cases, "other arrangements" are considered possible—certainly within one day of the emergency.

- f. Absence because of required court appearance.
 - (1) NOT chargeable to Sick Leave:
 - (a) Employees are expected to arrange legal meetings and conferences on non-work days. Absences because of "required appearances" on work days that could have been scheduled for non-work days may not be charged to Sick Leave.
 - (b) Probate hearings are generally set to accommodate those involved. Such hearings should be set on non-work days or during vacation periods.
 - (c) Absence for "required court appearance" in cases initiated by employee, especially where personal property gain is involved, is not chargeable to Sick Leave.
 - (d) Absence to accompany friend or relative to court is not considered as "required" and may not be charged to Sick Leave.
 - (2) Chargeable to Sick Leave:
 - (a) "Required appearance" as evidenced by subpoena or court summons, or a written request from the Accident Prevention Bureau.
- g. Absence because of transportation failure or breakdown where no other means of transportation is available.
 - (1) NOT chargeable to Sick Leave:
 - (a) Absence due to failure to allow sufficient travel time for weather interference and other normal transportation hazards (includes grounded planes, snow-bound buses, and failure to obtain travel reservations).
 - (b) Absence in cases where lack of transportation is due to fact that employee resides outside city limits.
- h. Absence due to catastrophes resulting from fire, floods, tornadoes, etc., which make it impossible for employee to report for duty.
 - (1) NOT chargeable to Sick Leave:
 - (a) Subsequent to catastrophes, if it is possible to make necessary adjustments outside of working hours, employee is expected to report for duty.
- i. Absence because of required observance of a recognized religious denomination.

(1) NOT chargeable to Sick Leave:

- (a) If it is possible to fulfill necessary religious obligations outside of working hours, employee is expected to report for duty.

E. 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.

F. 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.

4. A teacher may qualify for a year of Exchange Teaching if he has taught for the Board for at least five consecutive years and can meet certain other conditions.

G. Return from Leave

1. While leaves of absence are granted for definite periods, a return from leave before the end of the specified period may be effected provided the employee wishes to return and provided a vacancy for which he is qualified is available. Special consideration is given to employees returning from military or illness leaves.

2. An employee is required to notify the Office of Personnel in writing at least one month preceding the expiration date of a leave of his wish to return, request an extension, or resign.

3. An employee returning from a leave of absence must have the approval of the medical examiner of the Board of Education prior to reporting to his assignment and must furnish a chest x-ray report. An employee returning from an illness or maternity leave must present Form 431, *Physicians' Certificate*, at the time of the appointment with the Board medical examiner.

4. At the expiration of a leave, if an employee does not return and no extension is granted, his removal becomes automatic.

XVI. INSURANCE

A. Compensable (On the Job) 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 47.) If the necessity for treatment does not appear until after the employee has left his place of employment, any of the designated hospitals may be used.

Except where the service is furnished in an unusual emergency where minutes count, the Board will not pay the fees of other hospitals or doctors, nor will it reimburse employees for fees paid to other hospitals or doctors; and any such claims will be refused if the Board finds that a designated hospital could have been used.

B. Group Insurance

1. Hospital-Medical-Surgical

Hospital-medical-surgical insurance shall be fully subsidized for regular employees, and partially subsidized for dependents. ESRP's are eligible.

Employee must apply for coverage within 60 days of initial employment or during open enrollment periods.

2. Improvements

Effective May 6, 1969, Hospital-Medical-Surgical insurance benefits have been improved by: 1) an increase to full coverage of daily ward and semi-private room rate, 2) an increase of 50% for medical services in hospital, schedule of fees for operations (including maternity), and schedule of fees for Class II Services.

The Board will continue to evaluate Hospital-Medical-Surgical insurance benefits with the objective of providing the most comprehensive coverage.

3. 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.

4. 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.

5. 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.)

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.)

7. Tax Sheltered Annuity

A tax sheltered annuity program is available to eligible employees.

XVII. IMPROVEMENT OF PROGRAM

A. School Organizational Plans

The faculties of individual schools may develop organizational plans which they consider to be in the best interest of the students and the local school community. Upon the concurrence and endorsement of the local school administration, and approval of the Region Superintendent and the Deputy Superintendent for the Administration of Schools, such plans shall be implemented.

B. 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-STEP¹ tests shall be scheduled for 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.

The D.A.T.² shall be given to 8B students the last week of each semester.

C. 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/Union Committee shall formulate 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. This committee shall evaluate the educational benefit of such organization and shall submit a report of such evaluation to the Superintendent.

Special Education teachers will continue to be alert to children who appear to be able to return to regular grade or appear in need of a different Special Education placement. Upon the recommendation of the Special Education teacher, such children, regardless of the period of time in the special program, shall within one semester of the recommendation be re-evaluated and/or retested and categorized in terms of emotional, academic, and physical factors. Pursuant to such re-evaluation and/or retesting, the pupil will then be appropriately placed.

D. 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.

E. Revisions 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

¹ School and College Ability Test and Sequential Test of Educational Progress.

² Differential Aptitude Test.

Union recommendations if more than one teacher serves on such a committee.

A joint Administration/Union Committee shall be established to review library materials and purchasing procedures, and to make specific recommendations for modification.

F. 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.

During the early weeks of the fall semester, when it is not disruptive, preferably during the third week, one day shall be scheduled for school planning. This day will be used for curriculum planning, orientation to school and community, and planning for cooperative teacher effort to improve service to students. Divisions for Administration of Schools, Staff Relations, School-Community Relations, and the Office of Improvement of Instruction will be involved in the implementation of plans for this day. The benefit to the school children of the City of Detroit by the use of such day shall be evaluated by a joint Administration/Union Committee during the 1969-70 school year. This committee shall then make recommendations relative to the use of such a day in the future.

Union-sponsored in-service workshops on classroom management will be conducted by classroom teachers at least twice yearly and will be available to teachers at Union expense. Teachers new to the system will be required to attend at least one of these workshops.

Counselors shall be allowed the use of one day per school year for professional visits to other schools and colleges and one day per school year for the purpose of professional visits to business and/or industry. Scheduling of such visits shall be staggered so that pupils at all times are provided necessary counselor service. Substitutes shall not be provided and such visits shall not constitute any expense to the Board beyond the counselor's regular daily salary.

G. Teacher Education

The Board of Education and the Union recognize that they have a mutual responsibility in the area of teacher education. Effective preparation of teachers is fundamental

in order to provide quality education for all children. In order to carry out this responsibility, a continuing relationship and involvement in the planning and implementation of teacher education programs shall be maintained. Therefore:

The joint Administration-Union-University Committee on Student Teaching shall be continued.

The parties shall have the joint responsibility of preparing reports at appropriate intervals which will detail progress and direction desired.

Information relative to existing or prospective teacher education projects shall be available to the Union through the Department of Continuing Education, and sponsoring teachers shall be used as consultants in the formulation of such projects. On each project, at least one of these sponsoring teachers shall be selected from a list submitted by the Union.

H. 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.

I. 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.

J. 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.

Some means of immediate communication shall be established and maintained between each portable and the main building to which it is attached.

Schools shall provide teachers new to the system or new to a school building with the personal clerical items normally considered to be part of a teacher's equipment, such as staplers, rubber bands, etc.

The parties shall work in cooperation with the Detroit Police Department in an attempt to establish necessary parking facilities.

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

During the term of this Agreement 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.

School-Community Agents shall be reimbursed for loss of personal property under the same provisions as apply to other members of the bargaining unit.

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 I.)

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 Union or off-duty teacher representatives of the Union 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. Monthly Class Reports shall be available for inspection by a representative of the Union office at the Region office.

Immediately upon the ratification of this collective bargaining Agreement, a joint Administration/Union Committee will be established for the purpose of revising Teachers' Bulletin #4 (1966) to make it consistent with the collective bargaining Agreement. A copy of the new collective bargaining

Agreement and the new Teachers' Bulletin shall be given to each member of the bargaining unit and each school principal.

The collective bargaining Agreement shall contain major policies set forth in Teachers' Bulletin #4 such as leave of absence provisions, insurance benefits, etc.

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 such case of an individual teacher presenting a grievance on his own behalf under such statutory proviso, the administrator concerned will provide the Union with a copy of the grievance and with a copy of any disposition thereof.

XXV. DURATION

This Agreement shall be effective, except where expressly stated to the contrary, as of July 1, 1969 and shall continue in effect until July 1, 1971. 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/ A. L. ZWERDLING
President
- S/ HAROLD R. BROWN
Secretary
- S/ PETER F. GRYLLS
- S/ JAMES A. HATHAWAY
- S/ PATRICK A. McDONALD
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- S/ DARNEAU V. STEWART

- S/ NORMAN DRACHLER
Superintendent
- S/ AUBREY V. MCCUTCHEON, JR.
*Chief of Labor-Management
Negotiations*
- S/ DUNCAN J. CURRIE
- S/ DAVID GRISSOM
- S/ HOBART LOOMIS

DETROIT FEDERATION OF TEACHERS

- | | |
|---|------------------------|
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<i>President</i> | S/ DOROTHY DUDLEY |
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<i>Vice-President</i> | S/ STEVEN KALT |
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| | S/ CALVIN ROSARIO |
| | S/ MAURICE SCHREIBER |
| | S/ MARGARET TUOVILLA |

OFFICIALLY DESIGNATED HOSPITALS

William Beaumont	3601 W. 13 Mile Road near Woodward
Delray General	7125 West Jefferson
Detroit Osteopathic	12523 Third
Grace—Northwest Unit	18700 Meyers
Henry Ford	2799 West Grand Boulevard
Harper	3825 Brush
Highland Park General	369 Glendale
Holy Cross	4777 East Outer Drive
Lincoln	1053 - 25th Street
Lincoln Clinic	275 W. Grand Blvd. near W. Lafayette
Metropolitan	1800 Tuxedo
Mt. Carmel Mercy	6071 West Outer Drive
Providence	16001 W. 9 Mile Road near Greenfield
St. John	22101 Moross
St. Joseph Mercy	2200 East Grand Boulevard
Sinai	6767 West Outer Drive

APPENDIX

APPENDIX
SALARY SCHEDULES AND FORMULAS
CLASSROOM TEACHERS
10 Months (39 Weeks)

B.A. or Less — 1969-70

Beginning salary will be the average of the top ten beginning salaries in the tri-county (Wayne, Oakland, Macomb) area school districts.*

Maximum salary will be the average of the top ten maximum salaries in the tri-county (Wayne, Oakland, Macomb) area school districts.*

Increments will be approximately equal between salary steps.

No salary step will be less than that in the 1968-69 salary schedule.

M.A. — 1969-70

Beginning salary will be the average of the top twelve beginning salaries in the tri-county (Wayne, Oakland, Macomb) area school districts.*

Maximum salary will be the average of the top twelve maximum salaries in the tri-county (Wayne, Oakland, Macomb) area school districts.*

Increments will be approximately equal between salary steps.

No M.A. salary increase will be more than the actual amount necessary to make up the 1968-69 difference plus 25 percent of the new difference established by the 1969-70 averages of the districts used.

*Four separate sets of districts may be used to reach the averages as set forth above. The districts may or may not be the same.

The top districts shall be determined as of October 1 of each year or when all districts in the tri-county area are settled, whichever occurs first.

Prior year's rates will be paid until new rates are known. New rates shall be retroactive to the first day of the school year.

B.A. or Less — 1970-71

Beginning salary will be the average of the top seven beginning salaries in the tri-county (Wayne, Oakland, Macomb) area school districts.*

Maximum salary will be the average of the top seven maximum salaries in the tri-county (Wayne, Oakland, Macomb) area school districts.*

Increments will be approximately equal between salary steps.

1970-71 salary increases will be set by the averages set forth above OR by the increase in the cost of living between July 1, 1969 and July 1, 1970 on the Bureau of Labor Statistics Consumer Price Index whichever is greater.

M.A. — 1970-71

Beginning salary will be the average of the top nine beginning salaries in the tri-county (Wayne, Oakland, Macomb) area school districts.*

Maximum salary will be the average of the top nine maximum salaries in the tri-county (Wayne, Oakland, Macomb) area school districts.*

Increments will be approximately equal between salary steps.

*Four separate sets of districts may be used to reach the averages as set forth above. The districts may or may not be the same.

The top districts shall be determined as of October 1 of each year or when all districts in the tri-county area are settled, whichever occurs first.

Prior year's rates will be paid until new rates are known. New rates shall be retroactive to the first day of the school year.

Master's plus 30 and Doctorate — 1969-70 and 1970-71

Differentials will be the same dollar amount above the M.A. set by the 1967-69 Contract.

SALARY SCHEDULES CLASSROOM TEACHERS

10 Months (39 Weeks)

1969-70

Step	Less Than Master's	Master's or Equivalent	Master's plus 30 Hours	Doctorate
1	\$ 7,616	\$ 8,411	\$ 8,711	\$ 9,011
2	8,096	8,861	9,161	9,461
3	8,576	9,311	9,611	9,911
4	9,056	9,761	10,061	10,361
5	9,536	10,211	10,511	10,811
6	10,016	10,661	10,961	11,261
7	10,496	11,111	11,411	11,711
8	10,976	11,561	11,861	12,161
9	11,456	12,011	12,311	12,611
10	11,936	12,461	12,761	13,061
11	12,436	12,935	13,235	13,535
12	—	—	13,635	13,935

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 1969-70 school year shall be allowed credit on the salary schedule for up to seven years

outside teaching experience; new teachers hired for the 1970-71 school year shall be allowed credit on the salary schedule for up to eight years outside teaching experience. Credit is granted only if at the time the teaching service was rendered the teacher met the present Detroit minimum requirements for contract status.

Not less than one full year of verified experience is creditable on the Detroit salary schedule. Partial school-year or part-time service is not applicable.

One year's credit on the salary schedule is allowed for 180 days of substitute service in the Detroit Public Schools. The maximum allowance for such substitute teaching is granted on the same basis as credit is granted for outside teaching service upon subsequent approval for contract status.

One year of military service may be used in lieu of one year of teaching experience as outlined above.

3. DIFFERENTIALS

School social workers, special education teachers, senior teachers, auditorium teachers, psychologists, physio-therapists, speech therapists, and special education teacher-counselors add \$125 at each step of the appropriate salary schedule.

Teachers of ungraded classes add \$225 at each step of the appropriate salary 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 application (Form 4005) and 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 salary 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.

In the event of termination of a project under which school community agents are funded, the released agents will have priority for employment in related positions for which the agents are particularly suited because of their training and/or Board experience.

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 *Principal's Notes*.)

9. PROMOTION AND INCREMENTS

Annual increments will be either February or September, whichever is closer to date of regular contract employment or 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 fulltime 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)**

1969-70 and 1970-71

The differential in the Counselor maximum and the M.A. maximum shall be maintained during the term of this Agreement.

SALARY SCHEDULE

COUNSELORS

10 Months (39 Weeks)

1969-70

Step	Master's	Master's plus 30 Hours	Doctorate
Minimum	\$11,635	\$11,935	\$12,235
2	12,135	12,435	12,735
3	12,635	12,935	13,235
4	13,135	13,435	13,735
5	13,635	13,935	14,235
6	14,335	14,635	14,935
7	—	15,035	15,335

**ACCOMPANISTS
10 Months (39 Weeks)**

1969-70 and 1970-71

The increase in the salary of Accompanists shall be the same percentage increase as the percentage increase in the B.A. minimum.

For 1969-70 \$7,463-\$8,378

After eleven years of service, add \$150.

SUMMER SCHOOL AND OTHER RATES

	Per Hour*
Teacher-in-charge	\$7.13
Teacher, Remedial Instruction, Special Ability, After School, Night School, and Adult Classes.....	6.68
McNamara Skills Center	
Occupational Instructor	6.68
Educational Technician	5.20
Team Leader	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.

180 or fewer days service	\$31.50
181 to 360 days service	33.00
361 and more days service	34.50

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.

180 or fewer days service	\$36.92
181 to 360 days service	38.46
361 and more days service	40.00

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

The 1968-69 prorated dollar differential between the ESRP salary schedule and the B.A. salary schedule shall be maintained during the term of this Agreement.

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

Biweekly 1969-70

180 or fewer days service	\$335.00
181 to 360 days service	358.00
361 and more days service	382.00

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

*There shall be no change in the hourly rates for the period of September 1, 1969-August 31, 1970.

The hourly rates for September 1, 1970—August 31, 1971 shall be increased by an amount equal to the increase in the cost of living between July 1, 1969 and July 1, 1970 on the Bureau of Labor Statistics Consumer Price Index.

ESRP teachers of ungraded classes, add \$11.54 bi-weekly 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.

Biweekly 1969-70

180 or fewer days service.....	\$390.56
181 to 360 days service.....	415.18
361 and more days service.....	439.79

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.

INTERSCHOLASTIC ATHLETIC PROGRAM*

Supplementary pay for the Boys' and the Girls' Interscholastic Athletic Program during the 1969-70 and the 1970-71 school years shall be increased by the amount necessary to maintain the 1968-69 percentage relationship to the B.A. minimum.

BOYS' INTERSCHOLASTIC ATHLETIC PROGRAM*

	Per Season
Football:	
Head Coach (1 per school).....	\$ 863
Assistants (2 per school), \$508 each.....	1,016
Basketball:	
Head Coach (1 per school).....	863
Assistant (1 per school).....	508
Track Coach (1 per school).....	711
Swim Coach (1 per school).....	609
Baseball Coach (1 per school).....	609
Cross Country Coach (1 per school).....	406
Golf Coach (1 per school).....	406
Tennis Coach (1 per school).....	406

*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.

GIRLS' INTERSCHOLASTIC ATHLETIC PROGRAM*

	Per Season
Field Hockey Coach (1 per school).....	\$ 355
Swim Coach (1 per school).....	355
Basketball Coach (1 per school).....	355
Tennis Coach (1 per school).....	279
Golf Coach (1 per school).....	203

*See footnote, page 55.

DETROIT PUBLIC SCHOOLS Calendar 1969-1970

Tuesday, September 2—School opens at 9:00 a.m. for those new to the system or new to the building; at 1:00 p.m. for all others.

Wednesday, September 3—First day for students.

Tuesday, November 11—Veterans Day. Schools close at noon.

Thursday and Friday, November 27 and 28—Thanksgiving recess.

Tuesday, December 23—Schools close at end of day—Christmas recess.

Monday, January 5—Schools reopen.

Friday, January 23—End of first semester.

Monday, January 26—Beginning of second semester.

Friday, March 20—Schools close at end of day—Spring recess.

Monday, March 30—Schools reopen.

Friday, May 29—Observance of Memorial Day.

Friday, June 12—End of second semester.

Days of special observance, summer and evening school schedules will be set by the Board.

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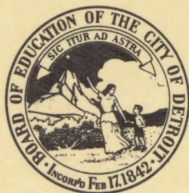
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The Detroit Federation of Teachers shall actively work in the community and within the AFL-CIO to assist the Board in its continuous efforts to conduct integrated apprenticeship training classes.

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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