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~~Davenport~~

Professional Agreement

BETWEEN THE

The Ann Arbor Board of Education
ANN ARBOR, MICHIGAN

AND

The Ann Arbor Teachers' Association
MEA - NEA

1967 - 1968

Ann Arbor Board of Education

MEA
1216 Kendale
E. Lansing, MI
48823

Ann Arbor is a university town, the home of the University of Michigan.

The city has an estimated permanent population of 85,000. Ann Arbor Public Schools contain an estimated 18,000 children, 1,050 professional staff personnel, of which 970 are estimated to be in the bargaining unit represented by the Ann Arbor Education Association. Ann Arbor has one high school, three junior high schools and twenty-three elementary schools and also supports a public library. The school system experiences an annual turnover of nearly twenty percent of the teaching personnel, and a recent study by AATA indicated 35% of the women teachers were under thirty and mainly wives of students at the nearby university.

This Agreement between the Ann Arbor Education Association and the Ann Arbor Board of Education represents the first such Agreement for the Ann Arbor school district under P.A. 379 extending negotiating rights to Michigan public employees effective July 23, 1965. Negotiations extended between November 15, 1966 and were completed August 1, 1967.

The negotiating team for the Board of Education consisted of:

- Steven Withey, former Board President & Spokesman
- Lloyd Williams, former Board member and negotiating retained by the Board on the negotiating team
- Hazen Schumacher, new President of the Board
- Thad Carr, Director of Personnel

Inquiries to the Board of Education regarding this Agreement should be directed to:

Mr. Hazel Schumacher
President - Board of Education
Ann Arbor Public Schools
1220 Wells Street
Ann Arbor, Michigan 48104

The negotiating team for the Ann Arbor Teachers Association consisted of:

- James Clark, Chief Spokesman & High School Counselor
- David Stipe, Junior High School Counselor
- Don Lyon, Elementary Teacher
- Herb Taggart, President of Ann Arbor Teachers Association and Junior High Counselor
- Don Newsted, High School Mathematics Teacher

Inquiries to the Ann Arbor Education Association regarding this Agreement should be directed to:

Mr. James Scheu, Executive Secretary
Ann Arbor Teachers Association
2222 Packard Road
Ann Arbor, Michigan 48104

Reproduced by the
Office of Professional Negotiations
Michigan Education Association

Does it accept this
as a permanent worthwhile
personnel policy?

Agreement entered into as of July 1, 1967 between the Board of Education of the School District of the City of Ann Arbor, Michigan (herein called the "Board") and Ann Arbor Teachers' Association (herein called the "Association").

FORWARD

The Board has the responsibility of determining the content and extent of, and providing the personnel, facilities and finances for, the educational, library and recreational programs that will be offered by or through it. In seeking to fulfill that responsibility, the Board will utilize the ability, experience, and judgment of its Personnel, will look to them for leadership and assistance in developing and improving programs, and rely upon them to carry those programs out successfully. They provide not only professional competence, but also the insight that comes from daily contact and involvement with those whom the School District serves.

The Board, its Personnel, and the Association have long sought to work together in a spirit of good faith and cooperation toward their common goal of providing, within the limits of the community's resources, high quality educational, library, and recreational programs that will best meet the needs and develop the capabilities of the pupils and other citizens to whom they are offered. It is the purpose of this Agreement to strengthen that spirit, to continue good relations among the Board, its Personnel, and the Association, and to aid in achieving their common goal.

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ARTICLE I
BOARD-ASSOCIATION RELATIONS

A. Recognition of The Association

1. The Board, in accordance with Act 336 of Michigan Public Acts of 1947 as amended through Act 379 of 1965, and Act 176 of Michigan Public Acts of 1939 as amended through Act 282 of 1965 (herein called Public Acts), hereby recognizes the Association for the duration of this Agreement as the exclusive negotiating representative for all personnel employed by the Board in the classifications listed in Part A, of Appendix I. The word "Personnel" when used in this Agreement, shall refer, unless specifically designated otherwise, to all employees in Part A Classifications.

2. If any existing classification not listed in Appendix I, or any new classification established by the Board, is closely similar in function and powers to classifications listed in Part A, it shall be added to Part A; otherwise it shall, upon notice to the Association, be added to Part B, subject to negotiation at the request of the Association.

3. Nothing contained in this Agreement shall be construed to prevent any individual from among Personnel from presenting and adjusting a grievance directly with the Board, without intervention of the Association, in accordance with and subject to the conditions and limitations provided by said Act 379.

B. Methods of Communication

1. Negotiations

a. The Board and the Association have a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to negotiate with each other with respect to hours, wages, terms, and conditions of employment of Personnel,

b. The Board and the Association shall also negotiate with each other with respect to minimum education requirements and professional standards for Personnel and substitutes for Personnel.

c. The Board and the Association may also negotiate with each other with respect to such other matters as they may, by mutual consent, hereafter agree to negotiate, but neither party shall be obligated to give such consent.

d. Negotiation Procedures

(1). All negotiations on behalf of Personnel, whether seeking to reach a collective negotiation agreement, or pursuant to any provision of this Agreement, or otherwise

shall be conducted between a negotiating team for the Association and a negotiating team for the Board.

(2). Each party shall select the members of its own negotiating team from within or outside of the school district as it sees fit, and neither party shall have any control over the selection of the members of the other party's team. The parties mutually pledge that the members selected by each of them shall be clothed with all necessary power and authority to present and consider proposals, make concessions in the course of negotiating and reach agreement, subject only to ultimate ratification. It is recognized that no final agreement between the parties may be executed or become binding without ratification by a majority of the full Board and by a majority of all Personnel.

(3). This Agreement shall govern the relations between the parties during its term and may not be reopened in whole or in part during such term except by the mutual consent of both parties.

(4). Negotiations for a new Agreement between the parties shall be commenced at least four months in advance of the date of expiration of this Agreement, except that negotiations for the salary schedule to be included in such new Agreement shall be commenced by the December 1st preceding such expiration date.

(5). Meetings between the Board and the Association negotiating teams may be called by either party upon reasonable notice to the other.

(6). At any meeting of the negotiating teams, either team may be assisted by such professional or lay consultants as it may reasonably desire. All such meetings shall be held in camera unless the two teams shall, as to any meeting or part thereof, agree to the contrary.

(7). Members of the Association's negotiating team, and/or consultants thereto, who are employees of the Board shall be released from their normal duties without loss of salary when meetings of the two negotiating teams are scheduled during their normal working hours.

2. Professional Study Committees

a. The Association and the Board shall establish such professional study committees as are deemed necessary (i) to advise the Association and the Board on such matters as teaching techniques, course of study, textbooks, curriculum guides, pupil testing plans, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and other related matters; (ii) to study and make recommendations to the Board and the Association with respect to negotiations for a new Agreement to be effective upon the expiration of this Agreement.

b. The Association and the Board shall jointly select, and the Board shall appoint, the members of such committees, giving consideration to the involvement of persons from various organizational levels, departments, grades, and different experience and points of view. Current procedures for the selection of existing curriculum and/or textbook committees or other standing committees shall be continued until either party notifies the other of its desire to change such procedures.

3. Other

a. The Board and the Association agree that it is necessary to provide continued and constant liaison and communication between the Board and the Association. To achieve this, the Board agrees to provide the President of the Association or his designee a reserved seat and regular agenda item entitled, "Items from the Association" at all regular Board meetings.

b. The Board and the Association will meet in executive session upon reasonable request of either party.

ARTICLE II

BOARD RIGHTS

A. Subject to the provisions of this Agreement, the Board has the sole responsibility and authority to establish, manage, and direct, in behalf of the public, all of the operations and activities of the school district to the full extent authorized by law, including;

1. the scope and content of its educational, library, and recreational programs,
2. The texts, materials, equipment, supplies, and schedules for carrying out such programs,
3. the number, location, size, use, architecture, and layout of its facilities and program areas and the opening and closing of the same,
4. the organization of its programs, methods of instruction and groupings of pupils,
5. school attendance policies and regulations for the conduct of pupils and others while participating in Board programs and Board sponsored activities.
6. the opening and closing days and hours of each Board program, and
7. the selection, direction, assignment, promotion, and discipline of Personnel and other employees.

B. Any dispute as to whether the Board, in exercising any of the foregoing Board rights, has violated any of the provisions of this Agreement shall be subject to the Grievance Procedure provided in Paragraph B of Article IV hereof.

C. The Board shall notify the Association and, upon request, involve the Association, directly or through jointly selected Professional Study Committees or mutually acceptable Personnel, in the formulation and evaluation of any proposal with respect to any educational, library, or recreational program or change therein, or with respect to any matter referred to in Paragraph A of this Article II, prior to the Board's making a decision thereon.

ARTICLE III

ASSOCIATION RIGHTS

A. Membership, Fees and Payroll Deductions

1. Membership or Representation Fees Required. It is recognized that the Association's negotiation and administration of this Agreement entail expenses which should be shared by all Personnel who are beneficiaries of this Agreement. Accordingly, all Personnel as a condition of continued employment with the Board as Personnel shall either:

- a. Become members of the Association and tender to the Association all membership dues and assessments of the Association (including the National Education Association and Michigan Education Association where requested), or
- b. Tender to the Association a representation fee at least equal to the local dues and assessments of the Association.

All such dues, assessments and fees shall be payable, as to Personnel employed prior to September 27 of any year, on a full-year basis; and as to Personnel first employed after such date but prior to February 27 of any year, on a half-year basis. Such payments shall be made in monthly installments by payroll deductions as provided below.

2. Payroll Deductions - Membership or Representation Fees. Any Personnel may at any time deliver to the Board a written, signed authorization to deduct from his pay and turn over to the Association the membership dues and assessments or representation fees referred to in Section 1 of Paragraph A of this Article III.

The amount of such dues, assessments and fees shall be as established by the Association and certified to the Board by the Association's President in writing from time to time.

a. The deduction of such dues, assessments or representation fees shall be made from either the first regular pay check in October or from one regular pay check each month, beginning in October (if on a full-year basis) or March (if on a half-year basis) and ending in June of each year. The Board shall, within ten (10) days after the end of each such month, remit to the respective associations (the Association, NEA, and MFA) their share of all monies so deducted, accompanied by a list of the Personnel from whose pay the deductions have been made.

b. Any authorization for such deductions delivered by any Personnel shall continue in effect unless, between June 1 and September 28, such authorization is revoked by the Personnel by notice in writing delivered to the Board and the Association, or unless the Personnel is terminated from employment as a Personnel.

c. The Board shall not be responsible for collecting any such dues, assessments, or fees not authorized to be deducted under this Section a.

d. If any such dues, assessments, or fees are deducted by the Board, from the pay of any Personnel and turned over to any of the associations (the Association, NEA, and MFA) and the Personnel does not owe the same, the Association shall refund the same to the Personnel and the Board shall not be liable for any refund.

3. Termination of Personnel for Non-Payment. Any Personnel who shall fail to comply with the provisions of Section 1 of Paragraph A of this Article III shall be terminated from employment as a Personnel. No Personnel shall be terminated under this Article, however, unless:

a. the Association has notified him by letter, addressed to his home address last known to the Association, advising him of such failure to comply and advising him that, unless compliance is effected within ten (10) days, he will be reported for termination of employment under this Article, and

b. the Association furnishes the Board with a copy of such letter and a written statement that it has been mailed, that the ten (10) days have elapsed without compliance and that termination is requested.

4. Payroll Deductions - Other.

a. The Board shall be entitled to deduct from the pay of each Personnel and pay over to the proper authorities in accordance with law; federal and state income withholding taxes, employees social security taxes, and the Personnel's contributions to the state teachers' retirement fund.

b. The Board will also deduct and pay over from the pay of any Personnel such deductions as the Personnel may direct, by written authorization delivered to the Board at least five days prior to issuance of the pay check to be affected and within the enrollment period of any plan involved, for hospitalization insurance, life insurance, income insurance, annuity, credit union, savings bonds, charitable donation, or other plans or programs jointly approved by the Association and the Board.

B. Business on School Property

1. The Association and its representatives may transact Association business on Board property at reasonable times, and may, without charge, make reasonable use of Board buildings for Association meetings and of Board equipment, such as typewriters, duplicating machines, calculators, and audio-visual equipment, at reasonable times, provided (i) there is no interference with or interruption of normal school, library or recreational operations, (ii) if special custodial or other services furnished by the Board are required, the Board may make a reasonable charge therefore, and (iii) if materials or supplies are consumed in unreasonable amounts, the Association shall pay the cost thereof.

2. The Association and its representatives may make reasonable use of bulletin boards and other established media of communication and shall be made available without charge (except toll calls) to the Association and its members.

C. Access to Information

1. The Board shall make available to the Association upon request from time to time (a) such information in such form as it may have concerning its financial resources or Personnel, generally including, but not limited to: annual financial reports and audits, register of certified Personnel, tentative and final budgets and budget transfers, agendas and minutes of Board meetings (but not executive meetings, except to the extent they pertain to programs, or grievances, or discussions in which the Association is involved,) treasurer's reports, census and membership data and names and addresses of all Personnel, and (b) such other information as can be made available at reasonable time and expense and as will assist the Association in collective negotiations, or in carrying out the provisions of this Agreement including the processing of any grievance or complaint hereunder.

2. The Board shall give the Association advance notice of, and at its request, advice with respect to any proposed fiscal, budgeting, tax or facility program prior to the Board's making any decision thereon.

D. New Personnel Orientation

1. The Association shall be allotted two consecutive hours (including the lunch period) between 11:00 a.m. and 2:00 p.m. on the

first day of new Personnel orientation scheduled by the Board for presentation and discussion of items of mutual interest to the Association and the new Personnel. Representatives of the Administration may attend, but shall not participate unless called upon.

2. The Association shall provide a lunch during this time for each Personnel, new or old, in attendance, and the Board shall provide a lunch for any representative of the Administration in attendance, through such catering service as may be mutually acceptable to the Association and the Board.

ARTICLE IV

PERSONNEL RIGHTS

A. Legal

1. Personnel shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations, and other concerted activities for mutual aid and protection, pursuant to the Public Acts.

2. The Board shall not, directly or indirectly, deprive or coerce any Personnel in the enjoyment of any rights conferred by the Public Acts or other laws or the Constitutions of Michigan or the United States.

3. Nothing contained in this Agreement shall be construed to deny or restrict any rights which any Personnel may have under the Michigan General School Laws or other applicable laws and regulations and the rights granted Personnel hereunder shall be deemed to be in addition to those provided elsewhere.

B. Grievance Procedure

1. **Definition.** Any dispute which may arise between Personnel or the Association and the Board as to the meaning, interpretation or application of the provisions of this Agreement may be considered a grievance subject to settlement under the procedures provided in Paragraph B of this Article IV. Any other dispute between the parties shall not constitute a grievance.

2. **Informal Procedure.** Any Personnel may take up a grievance directly with the Board, via such channels as it may establish, in accordance with and subject to the conditions and limitations provided by applicable state laws. Without limiting the foregoing, any Personnel with a grievance may discuss the matter, in verbal or written form with his appropriate principal, administrator, coordinator, or the Director or Assistant Director of Personnel, and may consult the Professional Problems Committee of the Association to obtain its counsel and guidance.

3. Formal Procedure. Any Personnel desiring to invoke the formal grievance procedure (hereafter called "Grievant") shall proceed as follows:

a. Written notices of the Grievance, in the form annexed as Appendix II, signed by the Grievant and a representative of the Association, shall be delivered to the appropriate administrator (Principal, Director, Coordinator), the Director of Personnel and the President of the Association within ten (10) school days after the date on which the Grievance occurred or on which the Grievant first learned of its occurrence, whichever is later. Within five (5) school days of receipt of such notice, the appropriate administrator shall meet with the Grievant and a representative of the Association in an effort to settle the Grievance, and shall deliver his decision in writing to the Association's representative within three (3) school days after such meeting.

b. If the Association is not satisfied with the decision of the appropriate administrator, or if no decision has been delivered in the time allowed in Part a above, written notice of appeal signed by a representative of the Association shall be delivered to the Superintendent within seven (7) school days thereafter. Within five (5) school days of receipt of such notice, the Superintendent or his designee shall meet with the Grievant and a representative of the Association in an effort to settle the Grievance and shall deliver his decision in writing to the Association's representative within three (3) school days after such meeting.

c. If the Association is not satisfied with the decision of the Superintendent or his designee, or if no decision has been delivered in the time allowed in Part b above, written notice of appeal signed by a representative of the Association shall be delivered to the Secretary of the Board within seven (7) school days thereafter. A quorum of the Board, no later than its next regular meeting or two calendar weeks, whichever is later, shall meet with the Grievant and a representative of the Association to review the Grievance. The Board shall deliver its decision in writing to the representative of the Association within seven (7) school days after such meeting.

d. If the Association is not satisfied with the decision of the Board, or if no decision has been delivered in the time allowed in Part c above, written notice of demand for arbitration before an impartial arbitrator shall be delivered to the Director of Personnel within twenty-one (21) calendar days thereafter.

(1). If the Board and the Association cannot agree upon an arbitrator within fourteen (14) calendar days after delivery of the demand for arbitration, the arbitrator shall be selected from among the panel submitted, upon request of either party,

by the American Arbitration Association or the Federal Conciliation and Mediation Service. Such selection shall be made in accordance with procedures similar to those established by the American Arbitration Association.

(2). The case on arbitration shall be presented by not more than two representatives for the Association and two for the Board and shall be conducted in accordance with rules similar to those established by the American Arbitration Association.

(3). Neither the Board nor the Association shall present before the arbitrator any argument or evidence not disclosed to the other party at least two (2) school days prior to such presentation; if need be the arbitration proceedings shall be adjourned for up to two (2) days to observe this requirement.

(4). The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement or to decide any issue not constituting a Grievance.

(5). The arbitrator shall be requested to issue his written decision within thirty (30) calendar days after conclusion of testimony and argument. Both parties agree to be bound by the decision of the arbitrator, shall not prosecute any appeal therefrom, and agree that either party may enter judgment thereon in any court of competent jurisdiction.

(6). The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

4. Limitations. Any Grievance not taken up on the Formal Procedure within the time limit provided in Part a of Section 3 of Paragraph B of this Article IV shall, except for any adjustment arrived at under the Informal Procedure, be deemed settled on the basis of the action taken by the Board. Any Grievance taken up on the Formal Procedure and not appealed from any decision at any step of the procedure to the next step within the time limit allowed shall be deemed settled on the basis of such decision. Any grievance settled at any step of the Formal Procedure will be final and binding on the Grievant, the Association and the Board and not subject to further review. Any time limit provided in Paragraph B of this Article IV, may be extended by written agreement executed by the Association and the Board. In the event a Grievance is instituted at the first step after May 15 of any year, the Board and Association shall use their best efforts to process the same to conclusion prior to the end of the regular school year or as soon thereafter as practicable.

5. Withdrawal and Reinstatement. A Grievance may, by notice in writing to the Board, be withdrawn after it is taken up, but before the decision is delivered, at any step of the Formal Grievance Procedure and may be reinstated within thirty (30) calendar days after such notice of withdrawal

is received by the Board, but not thereafter. Upon any reinstatement of a withdrawn grievance, any financial liability of the Board shall exclude the period from the date of withdrawal to the date of reinstatement; provided that if several Grievances involve the same issue, one or more may be withdrawn pending the final written decision in a representative case and may be reinstated within thirty (30) calendar days after such decision is delivered, in which event the withdrawal shall not affect financial liability.

6. Back Pay. In the event a Grievance is upheld, no claim for back pay or other benefits based thereon shall exceed the pay and other benefits to which the Grievant would have been entitled hereunder except for such Grievance, less any unemployment compensation (except to the extent it must be repaid to the state) and any compensation for personal services received from any source during the period of back pay.

7. Meetings, Consultants. All meetings held in an effort to resolve Grievances shall be held in such executive or other sessions as the Board and the Association shall mutually agree upon. At any such meeting, the Association and the Board may be represented and assisted by such counsel and other consultants as each may determine for itself.

C. No Discrimination

1. The Board shall not, directly or indirectly, discriminate against any Personnel with respect to hours, wages, terms or conditions of employment or application of the provisions of this Agreement or Board policies, and the Association shall not, directly or indirectly, discriminate against any Personnel with respect to membership, representation or participation in Association activities, by reason of race, creed, religion, color, national origin, age, sex, marital status, or political beliefs. Both the Board and the Association recognize that there are shortages of Personnel from certain groups and that it is appropriate for the Board to recruit applicants from among such groups; provided that in hiring from among all applicants, the first sentence of this paragraph shall be strictly observed.

2. The Board shall not, directly or indirectly, discriminate against any Personnel with respect to hours, wages, terms or conditions of employment or application of the provisions of this Agreement or Board policies by reason of membership in the Association, participation in any activities of the Association pursuant to the Public Acts, including collective negotiations, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any term or condition of employment.

D. Protection by Board

1. The Board shall cover all Personnel under the Michigan Workmen's Compensation Act.

2. The Board recognizes the need to support and assist Personnel with respect to the maintenance of discipline and control of participants in Board programs and Board sponsored activities and, as provided in Paragraph B of Article I and Paragraph C of Article II, will involve the Association in developing rules, regulations and enforcement policies and procedures to this end.

3. If any criminal charge or civil cause of action shall be brought against any Personnel, by any party other than the Board or an employee of the Board, which arises out of such Personnel's performance of his employment, the Board will provide such Personnel with appropriate legal counsel of its selection to render such assistance in the defense of such charge or cause of action as such counsel may recommend in conferences held from time to time with such Personnel and the Board.

4. Personnel will not be penalized in loss of pay, sick days or other benefits for necessary absences in connection with any occurrence referred to in Section 3 of Paragraph D of this Article IV.

5. The Board will reimburse Personnel for any damage or destruction of clothing or other personal property resulting from an assault upon him during the performance of his duties.

6. The private and personal life of any Personnel is not within the appropriate attention or concern of the Board insofar as it is consistent with the Code of Ethics of the Education Profession (Appendix III).

7. No polygraph or lie detector device shall be used in any investigation of any Personnel by school authorities.

8. Evaluation of Personnel.

a. All monitoring and observation of any Personnel shall be conducted openly and with the full knowledge of such Personnel.

b. Each Personnel who becomes a Grievant shall have access to all relevant material in his own personnel file, exclusive or recommendations written at the request of that Personnel at any time, unless specific permission is given by the writer.

c. Any Personnel shall be entitled to have a counsel of his choice when he is being disciplined, including a formal reprimand of record, for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the Personnel for one (1) work day.

d. Any Personnel who is not satisfied with his evaluation or disciplinary action has recourse to the Grievance Procedure.

E. Academic Freedom

1. In educating young people, the parties seek to inspire in them an inquiring mind and respect for truth, a recognition of individual freedom, social responsibility, and the democratic tradition, an understanding and respect for the Constitution, Bill of Rights, and the law, and an appreciation of individual personality. The parties recognize that these aims can best be accomplished in, and will work together to create and preserve, an atmosphere which is free from censorship and artificial restraints and in which academic freedom for teacher and student is encouraged.

2. Other than accepted standards of professional behavior and responsibility, as set forth in the Code of Ethics of the Education Profession attached as Appendix III, and the competent fulfillment of, its approved curriculum guides, the Board shall place no limitations on Personnel with respect to their study, investigation, presentation or interpretation of facts or ideas concerning man, society, government, the arts or sciences, the physical and biological world, or other areas of learning, and shall encourage freedom of individual conscience, association and expression.

ARTICLE V

PERSONNEL RESPONSIBILITIES

A. Professional Behavior

The Board recognizes that the Code of Ethics of the Education Profession as set forth in Appendix III is considered by the Association to define an acceptable criteria of professional behavior.

B. Cause for Discipline and Discharge

1. The Board shall demote or discharge any Personnel only for reasonable and just cause, including, but not limited to, continued or repeated refusals or failure to:

- a. Carry out in a professional manner the curriculum guides and course outlines adopted by the Board, or prepare in a professional manner for carrying out the same;
- b. Carry out work assignments made by the Board and not in conflict with the provisions of this Agreement;
- c. Comply with policies and procedures established by the Board and not in conflict with the provisions of this Agreement;
- d. Provide supervision of and discipline among students in the charge of that Personnel.

- Doesn't give work assignments.

2. No Personnel shall be demoted or discharged for conduct under this Article unless such Personnel has first been counselled with regard to the same by his principal, department head or other supervisory person and has been warned in writing, as a matter of record, that such further conduct may be the basis of demotion or discharge.

3. Any disciplinary action imposed by the Board on any Personnel may be processed as a grievance. If such action includes demotion or discharge, all of the provisions of the Michigan Teachers' Tenure Act (including charges, notice, hearing, determination and appeal to the State Tenure Commission) shall apply, the grievance may be commenced at the second step (Superintendent) of the Formal Grievance Procedure, and appeal to the Commission (rather than arbitration) shall, where applicable, constitute the fourth and final step of the Procedure.

ARTICLE VI

PERSONNEL BENEFITS

A. Salaries

1. Salary Schedule. The regular basic salary schedule for all Personnel for the term of this agreement is attached hereto as Appendix IV.

a. Position on Schedule - Prior service with the Board, and service by any Personnel in any school, library or recreational program of another organization, in a position for which, in Board programs, a certificate is a requirement as herein provided, shall be recognized by the Board up to maximum, and government service in the National Teaching Corps, Peace Corps, VISTA or Military Service shall be recognized by the Board up to three (3) years, in determining such Personnel's position on the salary schedule. The Board may also recognize other professional or business experience, provided such recognition, and attendant rationale, are promptly reported to the Association. Such service shall be recognized in whole-year increments only (composed of any combination of semesters), commencing each July 1. No such recognition shall be retroactive. Sick leave credits accumulated by any Personnel during previous employment with the Board, determined from the records of the Board, shall be recognized upon reemployment as a Personnel by the Board.

b. Deviations from Schedule - The Board may, where necessary to induce a person with particularly high qualifications, or whose qualifications are in short supply, to accept employment as a Personnel, offer such person a salary in excess of schedule either for one or more years within the schedule or on a continuing basis. Every effort shall be made to keep such instances to a minimum and not to exceed the maximum scheduled salary at such person's level of academic preparation, and each such instance shall be promptly reported, with attendant rationale, to the Association.

2. Index Pay. The Board shall pay to Personnel, in addition to all other pay, index (or percentage) pay for fulfilling the assignments listed in Appendix V.

3. Super-Maximum Pay Plan. The Board and the Association favor the principle of encouragement and reward of distinctive and outstanding teaching. Accordingly, the present Super-Maximum Pay Plan shall remain in force during the period of this Agreement. However, we believe the present Super-Maximum Pay Plan requires examination and evaluation. In accordance with Sections 2 and 3 of Paragraph B of Article I, and Article II, a study committee shall be established by September 30, 1967, to reconsider the whole Super-Maximum Pay Plan in terms of:

1. The all-or-none judgment of distinction
2. Criteria for merit
3. Locus of Judgment
4. Cost to the system
5. Philosophy of monetary rewards
6. Number of awards
7. Amount of awards
8. Time interval between awards
9. To whom the program applies
10. Continuance or discontinuance of the Plan
11. Other pertinent factors.

Recommendations of this study committee shall be submitted to the Board and the Association on or before February 15, 1968.

4. Acceleration Pay. Many of the educational degrees and other credits included in the present Acceleration Pay Program are now covered in the regular basic salary schedule. Other contributions to the programs of the Board are reimbursed by released time or additional compensation under other provisions of this Agreement, and other activities are regarded as an integral part of professional service. Accordingly, the Acceleration Pay Program will be phased out. Personnel who have earned twenty-four (24) points for Acceleration Pay will be accorded such pay for the rest of the period for which those points were earned whether it be one, two, three or four years. Personnel who have earned in excess of eight points toward Acceleration Pay by September 1, 1967 and have reported them by September 22, 1967, will be allowed to continue to earn points and will be accorded Acceleration Pay in accordance with the Program when the full 24 points have been earned provided they are earned by September 1 and reported by September 22, 1969.

5. Computation and Methods of Payment.

a. Upon written application to the Director of Personnel, filed no later than May 1, any Personnel may request that full payment of salary be made on the final pay day in June. All Personnel are equally eligible and no reason need be stated.

b. Any Personnel who is terminating his service may, prior to the end of his contractual period, upon written application to the Director of Personnel, filed no later than ten (10) days prior to his termination date, request total payment of his salary due. Such payment shall be made on the first regular pay date following the termination date.

c. Upon receipt of a diploma, transcript, and/or official statement from the granting institution, the Board shall adjust a Personnel's salary to the appropriate level at the beginning of the next regular school semester.

d. All Personnel, who are hired for less than full-time, shall receive all salary and other benefits on a pro-rated basis.

e. When daily pay rate must be determined, it is to be equal to contractual pay divided by the number of days for which the Personnel is paid.

B. Terminal Leave Pay

Terminal Leave Pay shall be granted to any Personnel who retires from employment with the Board, or dies during employment with the Board, at the rate of one percent (1%) of the highest regular basic contractual salary paid by the Board to that Personnel times the number of full-time equivalent years that Personnel has been employed by the Board as a Personnel, subject to the following conditions:

1. To be eligible for Terminal Leave Pay, a Personnel must have been employed as a Personnel by the Board for a minimum of five (5) consecutive years (or at least one semester per year for ten (10) consecutive years) immediately prior to death or retirement, and, if retiring, must be qualified to receive retirement benefits under the provisions of the Michigan Teachers Retirement Act. Sabbatical Leaves, but no other leaves, may be counted in determining years or semesters of consecutive employment.
2. Terminal Leave pay shall be paid in full to an eligible Personnel upon retirement or to his beneficiary named in writing to the Board, or in default thereof to his estate, upon his death.

C. Fringe Benefits

Upon request by a Personnel, the Board shall contribute the sum of \$10.00 per month, for twelve (12) months, for each full-time Personnel (pro-rated for each part-time Personnel) toward plans or programs approved by this Board and the Association pursuant to, and subject to the provisions of, Part b of Section 4 of Paragraph A of Article III hereof.

D. Conditions of Work

(Conditions of Work for Public Librarians are set forth in Article VII)

The Board and the Association agree that it is desirable to establish class sizes or other criteria of work load, released times, lunch periods and level of clerical assistance for all Personnel, but recognize that it is not possible to do so in all cases at the time this agreement is written, because of current limitations in the funds, school hours and facilities available. Accordingly, some of the provisions of this Article are stated as firm commitments, while others can be stated only as goals. The Board agrees to work in good faith through the Central Administration and Building Principals to achieve these goals within existing limitations, and to negotiate further with the Association with respect to such achievement in the event that either (i) the Association believes the Board is not working toward the same in good faith, or (ii) additional income becomes available to the Board which can be used toward such achievement and/or other needs of the Board. Subject to the foregoing:

1. Class Size

a. At the Elementary School level, class size goals shall be:

<u>Grade</u>	<u>Optimal Goal</u>	<u>Maximum Range Goal</u>
K - 2	18	23 - 25
3 - 6	22	28 - 30
Split-Grade	18	23 - 25

Art, FLES) same as for regular classes, except for
Vocal Music) special choral groups which may be larger.

Physical Education Boys from two classes, or girls from two classes, or boys and girls to a maximum total of 30.

In working to achieve these goals, priority shall be given to classes containing a concentration of disadvantaged children, classes in grades K - 3 and Split-Grade classes.

b. At the Junior High School level, class size goals shall be:

Art	24	Science	28
English	28	Social Studies	28
Foreign Language	24	Speech	24
Math	28	Unified Studies	28
Physical Education	40	Homeroom	28
Business Education)	determined by nature of the		
Home Economics)	program and learning stations		
Industrial Arts)	available.		
Music)			

(Special groupings of students in Mathematics and English will be established as achievement and ability levels of these students indicate to be appropriate.)

- c. At the Senior High School level, class size goals shall be:

Group I - 25 to 28 students per class for:

College preparatory classes not otherwise specified, Accelerated and Advanced Placement classes, Business Education except where size is determined by learning stations available, Business English, Child Development, Home Decoration, Home Management, Mechanical Drawing, Music Theory, Related Instruction, and classes with college and non-college preparatory students.

Group II - 20 to 25 students per class for:

Non-college preparatory classes not otherwise specified, Advanced Art, Advanced Theater Workshop, Advanced Biology, Art Laboratory classes, Ceramics, Clothing, Creative Writing, Debate Team, Foods, Foreign Language in first year, Industrial Arts except where size is determined by learning stations available, Jewelry and Design, Music Theory II, Personal Development, Radio Speech, Stagecraft and Vocational Drafting.

Group III - 15 to 20 students per class for:

Basic English 1G and 2G, Personalized Curriculum programs, Piano, Photography, Voice classes and Woodshop.

Group IV

Physical Education classes 25 to 50, Beginning Swimming 30, Intermediate and Advanced Swimming 35, Lifesaving and Watersafety 25, Driver Education 35 to 40, Typing 40, Music Appreciation 35 to 40; C.O.T., Bands, Choirs, Orchestras as determined by facilities available within 50 to 150 range; Humanities lectures 90, Seminars 25, and Homeroom 32 for all grades.

2. School Calendar and Day

a. The regular school year and calendar therefor for 1967-68 shall be as set forth in Appendix VI hereto, which Appendix shall be renegotiated by the Board and Association for each succeeding school year.

- (1). New Personnel and Personnel who are re-employed after a lapse of service may be required by the Board to participate in the orientation program scheduled in the school calendar. Personnel who are transferred within the system, without any lapse of service, shall be required by the Board to attend only building and departmental orientation programs.
- (2). Secondary Guidance Personnel shall have a regular school year fifteen (15) days longer than classroom teachers in their buildings, such extra days to be put in during the summer at times mutually agreeable to them and their respective building principals.

b. The regular school day for 1967-68 shall be maintained, at the elementary, junior high and high school levels, as set forth in Appendix VI, plus the reporting time specified in Part d below, subject to adjustments, upon notice from the Board to the Association, necessary to accommodate bussing, itinerant teacher or other schedules.

- (1). One regular school day each week for Personnel shall be extended for building, departmental and Association meetings if such are scheduled; provided that meetings shall be limited to four (4) per month for any one Personnel. One meeting per month shall be reserved for the Association, but if not scheduled by the Association, may be used by the Board for other purposes. The dates of such meetings shall be jointly scheduled and announced by the Board and Association for the school year as far in advance as possible, subject to mutually agreeable adjustments. Personnel of the Pupil Personnel Services Department (Special Services) shall be required to attend building meetings only if their professional services are reasonably required. Meetings shall be kept reasonable in length, the goal being a maximum of from one to one and one-half hours.
- (2). Absences of up to a half day (until 12 noon for secondary and before the start of the afternoon session for elementary Personnel) caused by accidents or weather conditions or other Acts of God making transportation extremely hazardous in the reasonable opinion of the Board, taking age, sex, health, and locality into consideration, will be excused, and not treated as deductions from sick leave credits or pay, provided the Personnel has notified his appropriate building principal or administrative head as soon as reasonably possible.

c. Personnel may be required to attend meetings of building parent-teacher organizations, but only if their active participation therein is scheduled.

d. All Personnel assigned to a school building on a full-time basis shall be in the building twenty (20) minutes (fifteen (15) minutes at the secondary level) prior to the beginning of the first morning class, fifteen (15) minutes (twenty (20) minutes at the secondary level) after the end of the last afternoon class, and, at the elementary level, fifteen (15) minutes prior to the beginning of the first afternoon class.

3. Lunch Period

Personnel shall have the following minimum lunch periods, not including passing time and free and clear of all assigned responsibilities except in cases of emergency, depending on the school level of their assignment:

Elementary Schools	60 minutes
Junior High Schools:	
Forsythe	25 minutes
Slauson	22 minutes
Tappan	20 minutes
Senior High School	30 minutes

4. Work Load

a. In Elementary Schools

- (1). First grade classes of 20 or more pupils shall, for the first 10 days of the school year, be divided so that each pupil attends either the morning or the afternoon session only.
- (2). When art, foreign language, instrumental or vocal music or physical education is taught by a specialist in that subject.
 - (a). The scheduling of the classes of each specialist shall be worked out by his Coordinator or Director, his principals and the Assistant Superintendent for Instruction with the following goals:

<u>Specialist</u>	<u>Max. No. of Classes</u>	<u>Class Period at Max. No.</u>
Vocal Music	9 per day	25 minutes
Instrumental Music	45 per week	30 minutes
Art	25 per week	45-55 minutes
FLES	10 per day	20 minutes
Physical Education	5 per day	50 minutes

- (b). Regular classroom teachers shall not be required to teach instrumental music, FLES or physical education, but shall include in their classroom work such complementary art and vocal music instruction as they, their principals and the specialists teaching their classes may mutually and reasonably agree is appropriate.
 - (c). The specialists in FLES, instrumental music and physical education shall prepare all evaluations of progress in those subjects of pupils taught by them. The regular classroom teacher, with the advice and counsel of the vocal music and art specialists (or the converse where the specialist is part of a regular team teaching plan), shall prepare all evaluations of their pupils in those subjects.
- (3). All elementary Personnel shall have the equivalent of two full school days at the end of each semester for working on records, teaching materials or other professional responsibilities (exclusive of staff study day).
 - (4). The released-time goals within the school week shall be
 - (a). for instrumental and vocal music teachers, thirty (30) consecutive minutes per half-day, not including travel time, and for each instrumental music teacher-in-charge in each building an additional thirty (30) consecutive minutes per week.

- (b). for art teachers, fifty (50) consecutive minutes per week per assigned full-size elementary school building.
- (c). for physical education teachers, twenty (20) consecutive minutes at the beginning of the morning half-day, and fifteen to twenty (15 - 20) consecutive minutes at the beginning of the afternoon half-day, including reporting times if not otherwise assigned.
- (d). for FLES teachers, twenty (20) consecutive minutes per half-day.
- (e). for regular classroom teachers, an average of twenty (20) to thirty (30) minutes per day. To assist in achieving this goal:
 - (i). Regular classroom teachers may arrange with their principals and specialist teachers or librarians to absent themselves from all or part of their classes' art, foreign language, vocal music and library periods (except for larger group chorus periods).
 - (ii). A ratio of one (1) teacher to 2 or 3 classes may be arranged during recess periods, weather or space permitting.
 - (iii). The classes of instrumental music teachers shall be scheduled, insofar as practicable, during the school day. If classes are scheduled at other hours, equivalent released-time shall be scheduled during the school day.
 - (iv). Each elementary school shall have the equivalent of twenty-nine (29) hours per year of clerical assistance for each full or part-time classroom teacher assigned to that school.

b. In junior High Schools, the goal for the assigned work load of all Personnel shall be to fall within the numerical range of 24 - 26 determined in accordance with the Work Load Index below. Released-time is reflected in such Index and numerical range.

- (1). Assign the four variables of daily classes, homeroom, study hall, and "other" an index of three (3).
- (2). Assign number of classes an index of one (1) for a class meeting every day, and $\frac{3}{4}$ for a class meeting on alternation days.
- (3). Assign an index of one (1) for each group of students that exceeds the optimum ratio of classes to students per class.

- (4). Assign an index of one (1) to each preparation.

Example:

4 classes taught daily	$x3 = 12$
1 study hall	$x3 = 3$
1 department chairman	$x3 = 3$
3 classes meeting every day	$x1 = 3$
2 classes meeting on alternating days	$x3/4 = 1\frac{1}{2}$
3 preparations	$x1 = 3$
Total Assigned Load	$25\frac{1}{2}$

c. In Senior High Schools

- (1). The assigned daily work load of all Personnel shall not exceed the time equivalent of one homeroom plus five (5) teaching assignments. If homeroom is omitted from an individual's assignment, it may not be replaced with a teaching assignment (study hall being considered a teaching assignment). Any homeroom or teaching assignment may be replaced with a non-teaching assignment. Personnel shall not be required to substitute teach during their released-time except in cases of emergency.
- (2). Clerical assistance shall be provided to building departments in the ratio of one full-time person or equivalent per fifty (50) full time teachers (or equivalent part-time teachers) and the goal for such assistance shall be a ratio of one person per forty (40) such teachers.

d. For School Librarians

- (1). The system-wide ratio of professional school librarians to students shall be maintained at no less than the 1966-67 ratio of 1: approximately 1100 and the goal shall be 1: approximately 600 elementary students, 2 per Junior High School building and 1: approximately 1000 High School students.
- (2). The system-wide ratio of library clerks to professional school librarians shall be maintained at no less than the 1966-67 ratio and the goal shall be to improve such ratio to approximately equal to that of school librarians.
- (3). School librarians shall have released-time equivalent to that of classroom teachers in their respective buildings.
- (4). All materials shall be cataloged in a central cataloging center.

e. For Speech Therapists

The assigned work load shall be not less than 75 nor more than 100 cases, including non-public-school students.

f. For School Nurses

- (1). The system-wide ratio of school nurses to students shall be maintained at no less than the 1966-67 ratio of 1: approximately 3000 including non-public school students and the goal shall be one nurse to each 1800 elementary school pupils and one full-time nurse at each Junior High and High School.
- (2). Secretarial help at the Pupil Personnel Office for nurses shall be maintained at no less than the 1966-67 level. Every effort shall be made to provide adequate clerical help when needed per nurse per building to which she is assigned. The Board and the Association shall confer during the contract year to determine such adequate help.

g. For Diagnosticians

The current employment of five (5) diagnosticians to serve the total school population, including non-public school students, shall be maintained. The Board will seek to employ qualified students or other persons, on an hourly basis, to assist the diagnosticians, up to a maximum total expenditure of \$1,500 per year.

h. For Social Workers

- (1). The system-wide ratio of social workers to pupils shall be maintained at no less than the 1966-67 ratio, with one full-time male and one full-time female social worker being assigned to each high school. The goal shall be to improve the system-wide ratio to approximately one social worker to each 1,200 pupils, including non-public school pupils, with one full-time social worker at each junior high school.
- (2). One full-time clerk-typist shall be provided at the Pupil Personnel Office for social workers. Clerical help at school buildings shall be maintained at no less than the 1966-67 level.
- (3). It shall be a goal of the Board to employ a full-time Social Work Supervisor who will also serve as Department Coordinator.

i. For Type A Special Education Teachers

- (1). The assigned daily work load shall not exceed:
 - (a). At the high school, one homeroom, a one-hour staff planning period every other day and four (4) teaching assignments; and for the Departmental Chairman, three (3) teaching assignments and one-hour staff planning period every other day.

- (b). At Junior High Schools, one homeroom and five (5) teaching assignments.
 - (c). At Elementary schools, the assigned daily work load shall be the same as that of regular classroom teachers at the same building, with the last half-hour in the afternoon reserved for staff planning.
- (2). The class size for Type A classes shall not exceed fifteen (15) pupils at all levels.
- j. For Teachers of the Emotionally Disturbed
- For teachers of the Emotionally Disturbed, class size shall be in the range of six (6) to eight (8) pupils.
- k. For Secondary Guidance Department Personnel
- (1). The ratio of Secondary Guidance Department Personnel to system-wide secondary pupils shall be maintained at no less than the current ratio and the goal shall be a ratio of one (1) to 250. Secondary Guidance Personnel shall have no other regular assignment during the school day.
 - (2). There shall be one full-time secretary for each class for Guidance Personnel at the high school.
 - (3). At junior high schools, Guidance Personnel shall work out with their building principal a reasonable amount of help from the secretaries assigned to that building.
- l. Release for the President of the Association

The Board shall release the President of the Association from one-half of his otherwise normally assigned daily work load, for the accomplishment of Association business, without loss of pay or other benefits.

5. Facilities

- a. The Board shall provide in each school building for use by the Personnel for school-related purposes:
 - (1). A telephone separate from those in the administrative office of the school.
 - (2). A typewriter and a hectograph or other duplicating equipment separate from those provided for the administrative staff of the school. Instructional material or material for work assigned by the Board to a Personnel need not be submitted by any Personnel to his school's administrative staff prior to production thereof on such typewriter or duplicating equipment.

b. The goal of the Board shall be, and it shall work in good faith within existing limitations, to provide:

- (1). In each school building, a staff lunchroom and lavatory and lounge facilities that are adequate.
- (2). In each school building, adequate storage space for Personnel needs.
- (3). At each school building, adequate parking space for Personnel regularly assigned to the building.
- (4). At each secondary school building, adequate preparation work-space for Personnel.
- (5). At each Senior High School building, adequate office space for Department chairmen.
- (6). Other facilities and equipment for which standards or specifications are defined or developed pursuant to Section 2 of Paragraph B of Article I or Paragraph C of Article II hereof.

6. Evaluation of Pupils

- a. Elementary Level - At the elementary level, teachers will formally report pupil achievement to parents once per semester. The equivalent of three (3) days the first semester and two (2) days the second semester of released-time will be made available to teachers for preparing these reports and conferring with parents, except that for Kindergarten teachers the released time shall be five (5) days and four (4) days, respectively. One such equivalent days the first semester shall be reserved for preparation. No other responsibilities shall be assigned during such released-time periods. Such periods, with respect to other Personnel, shall be reserved for meetings approved by their departments, planning and preparation, or administrative work.
- b. Secondary Level - At the secondary level, teachers will report to parents pupil achievement two (2) times each semester, and will provide additional reports at two (2) scheduled interim periods per semester for all students whose achievement is not satisfactory.

7. Travel Provisions for Itinerant Personnel

- a. Travel time for all Personnel whose assignment requires travel between buildings adequate and appropriate time shall be allowed. Such travel time is not to be considered part of the regular noon released periods.
- b. Personnel who work in more than one building, or otherwise regularly travel in performing their responsibilities, and use their car therefore, shall be paid a monthly travel payment based upon their average travel assignment as determined from time to time by the Office of Instruction after consultation with the Department Chairman of such Personnel and the Director of Pupil Personnel where appropriate.

8. List of Qualified Substitutes

The Board agrees at all times to maintain insofar as reasonably possible an adequate list of qualified substitute teachers for all levels. Once a teacher has reported unavailability for work, it shall be the responsibility of the administration to use its best efforts promptly to arrange for a substitute teacher, including a substitute in the special subject areas in elementary schools of art, music, foreign language, and physical education.

E. Leaves of Absence

1. Sick Leave

- a. Regular Sick Leave Accumulation. The Board shall accumulate days of sick leave credit, up to a maximum of 200 days, at the following rates per month of regular employment for each full-time Personnel (pro-rated for part-time Personnel):

<u>Days Credit/Month of Regular Employment</u>	<u>During Years of Service</u>
1	1 - 10
1½	11 - 20
2	21 and up

Such credits shall be utilized only during the Personnel's regular employment period.

- b. Common Sick Leave Bank. At the beginning of each regular school year, the Board shall donate a number of days equal to the number Personnel, pro-rated for part-time Personnel, to a Common Sick Leave Bank to be administered by the Association. Personnel who have exhausted their accumulated personal sick leave credits may make reasonable withdrawals, as determined by the Association, from the Common Bank, provided there are sufficient days available. Credits remaining in the Bank at the end of any regular school year shall be cancelled and cannot thereafter be used.
- c. Additional Donations. In the event the Common Sick Leave Bank becomes depleted, a specific Personnel may receive additional sick leave credits through individual donations, provided his need for such credits is as a result of an accident or extended illness. Donors may contribute up to ten (10) days of their accumulated sick leave credits to a specific Personnel, provided the donor's accumulated sick leave credits are in excess of 100 days before the time of donation.

- d. Summer Employment Sick Leave. The Board shall provide one day of sick leave credit for the Summer School Session for each full-time Personnel, pro-rated for part-time. Such credit shall not be accumulated from year to year or with other credits and shall be utilized only during the Summer School Session for which it is provided.
- e. Use of Sick Leave. The purpose of the foregoing provisions as to sick leave is to permit Personnel, because of illness or injury of themselves, members of their families, or others for whom they have a close responsibility, or death of persons closely associated with them, to be absent from scheduled work days without loss of pay or benefits to the extent of the sick leave credits available to them. Credits shall be used in full or half day increments only.
- f. Each Personnel shall notify his Principal, Director or Department Head, as appropriate, of his absence on a sick leave day as soon as possible to provide adequate time to cover his assignment with a substitute or other arrangement.

2. Personal Leave Days

- a. Each Personnel shall be entitled, each year during his regular employment period, to be absent without loss of pay or other benefits from scheduled work for two (2) days, in increments of full or half days only, for the purpose of taking care of personal or family emergencies or responsibilities. A Personnel planning to use a personal leave day shall notify his appropriate Principal or Director or Department Head by noon of preceding day and ascertain that his absence will be covered by a substitute or other arrangement, except in case of an emergency. Personnel shall not be asked to explain the reason for any request for a personal leave day, except for a day immediately before or after a holiday or vacation period in which event reasonable restrictions may be imposed.
- b. The Director of Personnel may grant additional personal leave days without pay on an individual and emergency basis in his discretion.
- c. All personal leave days taken by any Personnel shall be charged against and deducted from his regular accumulated sick leave days of credit.

3. Sabbatical Leave with Pay

The Board shall continue, for the September, 1968 - June, 1969 school year and each school year thereafter, its policy with respect to Sabbatical Leave with pay set forth in Appendix VII attached hereto.

- a. Applications for Sabbatical Leaves shall be made in accordance with the provisions of Part a of Section 12 of Paragraph E of this Article VI.

- b. The number of Sabbatical Leaves available to Personnel in any school year shall be equal to two percent (2%) of the total number of full-time equivalent Personnel employed by the Board as of February 1 preceding such school year.

4. Foreign and Domestic Exchange

The parties recognize the desirability of promoting international and inter-regional understanding and, accordingly, encourage foreign exchange of Personnel through the U. S. Office of Education and domestic exchange through professional, school, and state organization. The Board will approve, subject to conditions hereinafter stated, such exchanges provided (i) the outgoing Personnel is on tenure, (ii) the incoming exchangee is qualified for an available Part A, Appendix I, position, and (iii) the exchange is for one full school semester or year. Personnel leaving on an approved exchange shall receive the same salary and other benefits, during the exchange, as if they had not left.

5. Full Time Governmental or Professional Association Service

The Board will approve a leave of absence for any Personnel on tenure, without pay or other benefits, (i) for up to two (2) school years for full time service in any elected or appointed governmental position, including service with VISTA, the Peace Corps, National Teaching Corps, or similar agency, and (ii) for up to one (1) school year for full time service with any educational, library or recreational association of recognized professional standing. Personnel granted such a leave, provided they return upon the expiration thereof, are guaranteed employment in the same or similar classification with the period of such service treated as time of employment with the Board for purposes of determining position on the salary schedule, and otherwise with all rights and benefits accumulated as of the time such leave commenced.

6. Part-Time Governmental or Professional Association Service

Any Personnel elected or appointed to a part-time official position with any governmental agency such as City Council or County Board of Supervisors, or with any educational, library or recreational association of recognized professional standing, will not be penalized in loss of pay, sick days or other benefits for absences, at reasonable times and intervals and for a reasonable total time during the school year, while directly involved in the official business of such position. Such Personnel's work schedule will be adjusted, to the extent practicable, to accommodate such absences.

7. Mutual Benefit

The Board will approve a leave of absence for any Personnel on tenure without pay or other benefits, provided the leave (i) is for one (1) full school semester or year, and (ii) is for such

reason as health, study, travel, or work experience that will be of real benefit to both the Personnel and the Board. Personnel granted such a leave, provided they return upon the expiration thereof, are guaranteed employment in the same or similar classification with all rights and benefits accumulated as of the time such leave commenced.

8. Military Service

The Board will approve a leave of absence for any Personnel for service with the armed forces of the United States, whether by induction or enlistment and regardless of branch of service, pursuant to the provisions of Article XII, Act 145, Michigan Public Acts of 1943 and the Michigan General School Laws.

9. Jury Duty

Personnel selected for jury duty are expected to serve unless disqualified, and will not be penalized in loss of pay, sick days, or other benefits for absences in such service provided a statement from the court, certifying the days of service, is filed with the Board.

10. Maternity

Any female Personnel may, upon reasonable notice, discontinue employment with the Board because of pregnancy or adoption of a child.

- a. No female Personnel may continue employment after the sixth month of pregnancy without a favorable medical report from a qualified physician and permission from the Board.
- b. A female Personnel on tenure who discontinues employment with the Board because of pregnancy during or after the sixth month, or earlier with a report from a qualified physician confirming the need therefor, or because of adoption of a child, shall be entitled upon reasonable notice to return to employment with the Board at the beginning of a regular school semester at any time up to five years, but not earlier than six (6) weeks, thereafter, provided she submits a favorable medical report from a qualified physician.

11. Other Leaves

The Board may, in its sole discretion, grant Personnel such other leaves of absence upon such terms and conditions as it deems appropriate.

12. Conditions to Certain Leaves

Leaves of Absence applied for pursuant to Sections 4, 5, 7 and 11 above shall be subject to the following conditions:

- a. Insofar as possible, the application therefor shall be submitted to the Board a sufficient time in advance of the proposed absence to give the Board a reasonable opportunity (a) to arrange for an appropriately qualified replacement for the departing Personnel, and (b) to evaluate the application if made pursuant to Sections 3, 7 or 11 above.
- b. Each Personnel on an approved leave shall notify the Board, at least sixty (60) days prior to the first of September following expiration of the leave, whether or not he intends to return to employment with the Board upon such expiration.
- c. To provide equitable distribution, as well as avoid disruption of programs and interference with optimum Personnel performance, the Board may limit the number of leaves granted to any individual Personnel over time, or to all Personnel at any one time to a reasonable number in all circumstance, but otherwise the granting of any leave shall not prejudice the recipient's status with respect to any other leave.

F. Continuing Education

1. Adult Evening School - Any Personnel may enroll in one (1) established course of his choice per year in the Board's adult evening school, on a non-fee basis. The Personnel shall, however, pay any charges for material consumed.
2. Requested Courses - When enough interest is expressed by Personnel in new courses of continuing education, such courses will be established by the Board in its adult evening school where practicable.

G. Transfers

1. Since the frequent transfers of Personnel from one school building to another is disruptive of the educational process and interferes with optimum performance, the parties agree that involuntary transfers of Personnel are to be minimized and avoided whenever possible.
2. Personnel who will be affected by a transfer in assignment will be notified and consulted by their principals or appropriate department head as soon as possible.
3. Every effort will be made to avoid reassigning probationary elementary teachers to different grade levels unless the teacher requests or agrees to a change.
4. Any Personnel who shall be transferred from a position as a Personnel and shall later return to a position as a Personnel shall be entitled to such rights and benefits as he would have had under this agreement by passage of time had he remained a Personnel.

H. Vacancies and Promotions

1. Whenever any position in the district, for which professional certification is a qualification required by law or Board policy, becomes vacant or newly established during the regular school year, the Board shall publicize the same by giving written notice of such position to the Association and by appropriate posting thereof in every school building. Any Personnel having provided the Board with written request for a specific transfer or promotion shall be notified in writing by the Board, directed to the address stated in such request, if such a position becomes vacant or newly established during the summer vacation. Such a position shall not be filled, except in case of emergency on a temporary basis, until at least five (5) school days after such notice to the Association and posting, or seven (7) calendar days after such notice to Personnel, as the case may be.
2. Any Personnel may apply for such a position. In filling such a position, the Board agrees to give consideration to such factors as the professional background and attainments of all applicants, their length of service and work performance in regular and extra assignments in the school district, experience elsewhere, personality and to other relevant factors such as any adverse effect on Board programs as a result of the Personnel's leaving his present position.

I. Professional Educational Conferences

1. An annual budget shall be provided for the reimbursement, in whole or in part, of the reasonable travel, board and room expenses, and conference fees (exclusive of individual memberships) of Personnel attending professional educational conferences.
2. Personnel requested by the Board to attend such educational conferences shall be fully reimbursed for such expenses.
3. Conference budget recommendations and the criteria for selecting conferences and disbursing funds shall be jointly determined by representatives of the Board and the Association.

J. Administrative Internships

1. The Board intends to continue to provide administrative internships for assisting in identifying and training potential appointees, from among the professional staff, to administrative positions that probably will become vacant or newly established within the current or next school year. The Board, however, shall not be limited by such internships or to interns in making appointments, but may consider others, both in and outside of employment with the Board, using the criteria outlined in Paragraph H of this Article VI.

2. The Board shall notify the Association as internships are established. Any Personnel may apply for any available internship and all applicants shall receive due consideration using the criteria outlined in Paragraph H of this Article VI.

Internships may be on a full or part time basis, for such period of time as may be reasonably appropriate and may be combined with teaching or other work normally assigned to Personnel. Interns shall be paid their regular salary that they would have received had they remained in their former positions.

ARTICLE VII

SPECIAL PROVISIONS FOR PUBLIC LIBRARIANS

A. Definition

For the purposes of this Agreement, a Public Librarian shall be defined as any person employed by the Board as a librarian at the Ann Arbor Public Library, its branches and stations or in any of its programs, and who has met the standards set forth by the Michigan State Board of Libraries for obtaining a Public Librarian's Certificate.

B. Tenure

The Board shall, to the extent permissible by law, grant tenure to Public Librarians on the same basis and to the same extent as granted to other Personnel under the Michigan Tenure Act as amended.

C. Employment Year

1. Public Librarians shall be employed on a twelve month basis with the following paid holidays off: Independence Day, Christmas, Labor Day, Memorial Day, Thanksgiving, and New Year's Day.
2. Public Librarians shall earn paid vacation days at the rate of two (2) days per month of employment up to a maximum of 24 days per year and cumulative to 48 days in subsequent years. Vacation days may be used as earned, subject to reasonable advance notice to, and scheduling by, the Director of the Public Libraries.

D. Salaries

1. Salaries for Public Librarians shall be based on the same schedule as for other Personnel, multiplied by 110%.
2. Public Librarians who have the fifth year professional B.S., L.S., or A.B.L.S. degree, in addition to the regular fourth year B.S., or B.A. degree, and who have had ten (10) years of professional experience as librarians shall be considered as having a Master's degree on the salary schedule.

E. Work Load

The Public Librarian's work week shall consist of 40 hours. No Public Librarian shall be required to work on more than five (5) days per week. Public Librarians may be required to work two (2) evenings per week as part of their forty (40) hours. Public Librarians may voluntarily agree to work more than forty (40) hours or on more than five (5) days in any week, in which case compensatory time off or additional pay at federal statutory overtime rates shall be granted.

F. Other Provisions

All of the other provisions of this Agreement shall apply to Public Librarians except those in conflict with the provisions of this Article VII.

ARTICLE VIII

THE MASTER AGREEMENT

- A. This Agreement shall become effective as of July 1, 1967, it being understood that Paragraph A of Article VI hereof shall apply only to work performed by a Personnel that constitutes fulfillment of his 1967-1968 assignment, provided this Agreement is ratified a reasonable time after July 1, on behalf of both parties, as provided in Section 1 of Paragraph B of Article I hereof and is executed by the appropriate officers of both parties. Any retroactive pay due any Personnel shall be paid in a lump sum with the first pay period after such ratification and execution.
- B. Any individual contract between the Board and individual Personnel, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. It is agreed that existing Board Policy, not in conflict with the terms of this Agreement, shall continue in effect, but this Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsistent except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Definitions:

1. School-day; a day in which children are actually in school.
2. Full-size school building; a building with a minimum of twenty (20) classrooms (inclusive of portables).
3. Base contractual salary; that regular salary of Personnel including acceleration, but excluding super-maximum or any other indices.

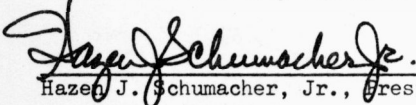
F. Copies of this Agreement shall be printed at the expense of the Board and presented to all Personnel now employed and hereafter employed by the Board.

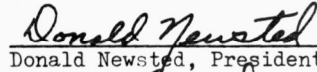
G. This Agreement, when effective, shall remain in effect until midnight June 30, 1968 at which time it shall expire, without notice to or by either party, unless prior thereto the parties have agreed to extend it for a specified period or for such periods as they may agree to from time to time.

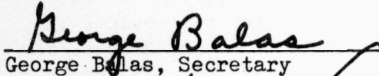
H. In Witness Whereof, the parties have duly executed this Agreement on the date first above written.

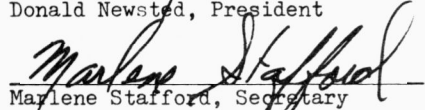
Board of Education of the Public School
District of the City of Ann Arbor

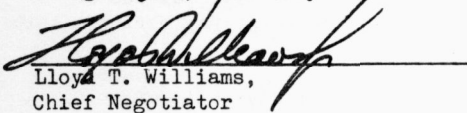
Ann Arbor Teachers Association

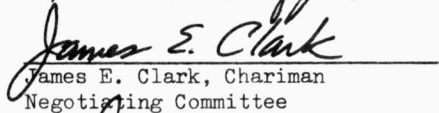

Hazel J. Schumacher, Jr., President

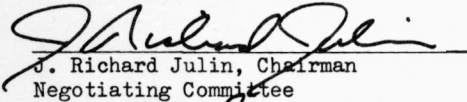

Donald Newsted, President

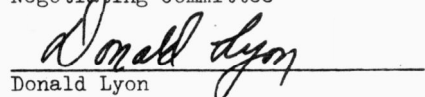

George Balas, Secretary

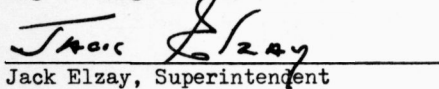

Marlene Stafford, Secretary


Lloyd T. Williams,
Chief Negotiator


James E. Clark, Chariman
Negotiating Committee


J. Richard Julin, Chairman
Negotiating Committee

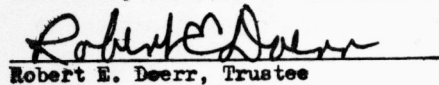

Donald Lyon

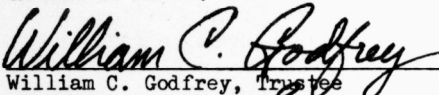

Jack Elzay, Superintendent

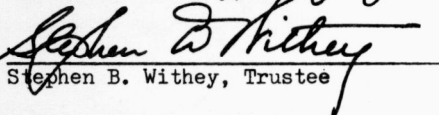

David Stipe


Thad Carr, Director of Personnel


Herbert Taggart


Robert E. Deerr, Trustee


William C. Godfrey, Trustee


Stephen B. Withey, Trustee

APPENDIX I

Part 'A'

Classroom Teachers
 Reading Improvement Teachers
 Helping Teachers
 Teacher Consultants
 Speech Correctionists
 School Nurses
 School Social Workers
 Diagnosticians
 C.O.T. Coordinators
 School Librarians
 Cluster Leaders
 Department Chairmen
 Counselors
 Class Advisers
 Class Principals
 Outdoor Education Consultants
 Public Librarians
 Summer School Teachers
 Certificated Pre-School Teachers

Part 'B'

Superintendent
 Assistant Superintendents
 Administrative Assistant to Superintendent
 Director of Personnel
 Assistant Director of Personnel
 Business Manager
 Research Director
 Director of Pupil Personnel
 Assistant Director of Pupil Personnel
 Practical Nurse Director
 Director, Vocational Education
 Director, Continuing Education
 Director, Public Library
 Director, Instructional Materials
 Director, Recreation
 Assistant Director of Recreation
 Planner-Expediter
 Purchasing Agent
 Community Agent
 Director of Athletics
 Coordinators, Subject Areas
 Coordinator, Grant Programs
 Coordinator, Compensatory Programs
 General Consultant
 High School Comptroller
 Principals
 Principal-Elect
 Assistant Principals
 Substitutes
 Practical Nurse Instructors

APPENDIX II

PROFESSIONAL GRIEVANCE REPORT

School District: _____ Grievance Number: _____

School: _____ Date of Violation: _____

Date of Grievance: _____

Subject to the provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for Processing:

Signature of Grievant (Use reverse side for additional signature if more than one grievant.)

Date: _____

Administrator's Disposition:

Date: _____

Signature of Administrator

Association's Disposition: Satisfactory _____ Unsatisfactory _____

Date: _____

Superintendent's Disposition:

Date: _____

Signature of Superintendent

Association's Disposition: Satisfactory _____ Unsatisfactory _____

Date: _____

APPENDIX III

THE CODE OF ETHICS OF THE EDUCATION PROFESSION

PREAMBLE

We, the professional educators of the United States of America, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this Code.

PRINCIPLE I - Commitment to the Student

We measure success by the progress of each student toward achievement of his maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home.

In fulfilling our obligations to the student, we:

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discrete use of available information about a student.
5. Conduct conferences with or concerning a student in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.
9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.
10. Seek constantly to improve learning facilities and opportunities.

PRINCIPLE II - Commitment to the Community

We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public.

In fulfilling our obligations to the community, we:

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to interpret its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures conditions within a district or institution of learning, make known serious deficiencies, and take any action deemed necessary and proper.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities.
7. Protect the educational program against undesirable infringement.

PRINCIPLE III - Commitment to the Profession

We believe that the quality of the services of the education profession directly influences the future of the nation and its citizens. We, therefore, exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organizations.

In fulfilling our obligations to the profession, we:

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support when unjustly accused or mistreated.
5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.
6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment, termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writings of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by evaluation of facts or hypotheses.

12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

PRINCIPLE IV - Commitment to Professional Employment Practices

We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling our obligations to professional employment practices, we:

1. Apply for or offer a position on the basis of professional and legal qualifications.
2. Apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates.
3. Fill no vacancy except where the terms, conditions, policies, and practices permit the exercise of our professional judgment and skill, and where a climate conducive to professional service exists.
4. Adhere to the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent.
5. Give prompt notice of any change in availability of service, in status of applications, or in change in position.
6. Conduct professional business through the recognized educational and professional channels.
7. Accept no gratuities or gifts of significance that might influence our judgment in the exercise of our professional duties.
8. Engage in no outside employment that will impair the effectiveness of our professional service and permit no commercial exploitation of our professional position.

APPENDIX IV

1967-1968

SALARY SCHEDULE

Step	B.A.°	B.A.°+30	M.A.°	M.A.°+30 2 M.A.° 60/M.A.°	Ed.S.°	90/M.A.°	Ph.D. Ed.D.	Base
1	6000 1.00	6150 1.025	6300 1.05	6450 1.075	6600 1.10	6900 1.15	7200 1.20	
2	6420 1.07	6570 1.095	6720 1.12	6870 1.145	7020 1.17	7320 1.22	7620 1.27	1
3	7200 1.20	7410 1.235	7620 1.27	7710 1.285	7860 1.31	8160 1.36	8460 1.41	2
4	7620 1.27	8250 1.375	8520 1.42	8550 1.425	8700 1.45	9000 1.50	9300 1.55	3
5	8040 1.34	8640 1.44	8940 1.49	9450 1.575	9600 1.60	9900 1.65	10200 1.70	4
6	8460 1.41	9090 1.515	9360 1.56	9870 1.645	10020 1.67	10320 1.72	10620 1.77	5
7	8880 1.48	9510 1.585	9780 1.63	10290 1.715	10440 1.74	10740 1.79	11040 1.84	6
8	9300 1.55	9930 1.655	10200 1.70	10710 1.785	10860 1.81	11160 1.86	11460 1.91	7
9	9720 1.62	10350 1.725	10620 1.77	11130 1.855	11280 1.88	11580 1.93	11880 1.98	8
10	10140 1.69	10770 1.795	11070 1.845	11550 1.925	11700 1.95	12000 2.00	12300 2.05	9

increments

APPENDIX V

INDEX PAY

A. Index Pay Based on Base Contractual Salary

Assignment

Secondary School Guidance Personnel:
 Senior High School Class Principals
 Senior High School Counselors and
 Junior High School Class Advisors

School Social Workers & Diagnosticians:

Index Pay

23%

10% the first year,
 15% the second year,
 20% the third and subsequent years.
 10% to the extent the Board is
 reimbursed by the Intermediate
 School Board.

B. Index Pay Based on B.A.° Minimum Salary (line 1, col. 1 of Appendix IV)

Secondary School Building Department Chairmen:

Those having departments with the following number of full-time and half-or-more time teachers:

2 - 3	5% release from a homeroom
4 - 10	6% with release from 1 period
11 - 25	7% with release from 2 periods
26 and over	8% with release from 3 periods.

Secondary School Music Activities:

Senior High School - Pep Band	2%
- Concert Orchestra	2%
- Concert Band	4%
- Concert Band Marching Shows	2%
- Symphony Orchestra	8%
- Symphony Band	8%
- Symphony Band Marching Shows	4%
- A Cappella Choir	8%
- Choraliers	2%
- Contando Choir	2%
- Mixed Ensemble	2%
Junior High School - Orchestra	2%
- Band	2%

Secondary School Literary Activities:

Senior High School - "Overtones"	2% plus 1 period of released time the second semester.
- "Omega"	2% plus 1 period of released time.
- "Optimist"	3% plus 1 period of released time.
Junior High School - Year Book	1 period of released time or assignment as a regular class.

Senior High School Interscholastic Athletics:

Head Football Coach	17% plus 1 period of released time in season.
Head Junior Varsity Football Coach	12%
Assistant Football Coach	11%
Cross-Country Coach	9%
Head Basketball Coach	20%
Assistant Basketball Coach	16%
Head Wrestling Coach	17%
Assistant Wrestling Coach	15%

Head Swimming Coach	17%
Assistant Swimming Coach	15%
Gymnastics Coach	15%
Hockey Coach	15%
Head Track Coach	17%
Assistant Track Coach	15%
Head Baseball Coach	15%
Assistant Baseball Coach	11%
Golf Coach	9%
Tennis Coach	9%
Trainer, Athletic	30%

Secondary Intramural Athletics:

Senior High School -	12%
Junior High School - Head Football Coach	6%
- Assistant Football Coach	4%
- Flag Football	1%
- Volleyball	1%
- Basketball Coach	8%
- Track Coach	2%
- Swimming Coach	1%
- Recreational Swimming	1%
- Lifesaving	2%
- Softball	1%
- Wrestling Coach	6.5%
- Gymnastics Coach	1%

Senior High School Other Activities:

Modern Dance	2%
Cheerleaders	10%
Aquaneers	5%
Girls Athletic Club	10%
Dramatics	17%
Debate	10% plus 1 period of released time.
Stage Manager	8% plus release from 1 home-room and 1 regular class period.

Junior High School Other Activities:

Student Council	1 period of released time.
Audio-Visual Supervision	Released time as appropriate.
Girls Athletics	10%
Science Camp Director	4%
Assistant Science Camp Director	2%
After-School Play Rehearsals	2% each 1 Act 4% each 3 Act
Before/After School Hall Duty	Rate of \$4.00 per hour applicable to 15 or more minutes per day.

1. The Board shall pay to each Senior and Junior High School sports Coach listed as such above, in addition to the Index Pay specified for the sport he coaches, an amount equal to $\frac{3}{8}$ of his Index Pay times the number of years (up to a maximum of 10 years) during which he has been a full-season Coach at any secondary school or college in such sport (experience years). If any such Coach is, upon initiation of the Board, transferred from employment by the Board as Coach in one sport to coach in another sport, his experience years in both sports shall be recognized (up to a maximum of ten (10 years)). Head Coaches shall be given a priority in the assignment of study halls.
2. Senior High School Personnel teaching physical education more than half time and Personnel fulfilling assignments listed in this Paragraph I in the field of the performing arts shall be the last to be assigned homerooms.
3. No additional pay shall be paid to any Personnel for fulfilling other part-time assignments not listed in this Paragraph I, provided, however, that such assignments as:

Supervising auditoriums during night performances,
 Handling of display cases in the hallways,
 Conducting outdoor laboratory work,
 Supervising science fairs,
 Supervising science newspapers,
 Supervising Hall guides,

shall be rotated at each junior high school building among qualified Personnel employed there.

APPENDIX VI

SCHOOL CALENDAR 1967-1968

August 31, Sept. 1 (Thurs., Fri.)	New Teacher Orientation
September 4 (Monday)	Labor Day
September 5 (Tuesday)	All Teachers Report, School Officially Opens
September 7 (Thursday)	Pupils Report
October 19, 20 (Thurs., Fri.)	M.E.A. Meetings, School Dismissed
November 23, 24 (Thurs., Fri.)	Thanksgiving Vacation
December 21 - January 1 (Inclusive)	Christmas Vacation
February 1, 2 (Thurs., Fri.)	School Dismissed
February 2 (Friday)	End of First Semester
February 5 (Monday)	Second Semester Begins
April 1-5 (Mon., thru Fri.)	Spring Vacation
April 12 (Friday)	Good Friday
April 14 (Sunday)	Easter
May 30 (Thursday)	Memorial Day, School Dismissed
June 12 (Wednesday)	Last Day for Students
June 14 (Friday)	Second Semester Ends

SUMMARY

September 5 - June 14	204 days
Membership Days	185 days
Pupils Attend	180 days (By law, July, 1967)
Teachers Attend	188 days
Teachers Pay Days	191 days

SCHOOL HOURS

Elementary:

Abbot	} a.m. 8:50 - 11:35 p.m. 12:55 - 3:40	Carpenter	a.m. 8:20 - 11:30
Lakewood		p.m. 12:30 - 2:50	
Newport		Dixboro	a.m. 9:00 - 12:00
Pattengill		p.m. 1:00 - 3:30	
Stone		Meadowview	a.m. 8:30 - 11:30
	p.m. 12:50 - 3:20	All Others	p.m. 12:45 - 3:15

Junior High Schools: 8:05 a.m. - 2:50 p.m.

Senior High Schools: 7:55 a.m. - 3:00 p.m.

APPENDIX VII

SABBATICAL LEAVE IMPLEMENTATION

Board Policy adopted March 18, 1966

Purpose - The sabbatical leave policy is designed to provide opportunity to engage in professionally related experiences having a major focus on self-improvement.

Qualifications - Any employee possessing a life or permanent certificate valid in the State of Michigan and having been regularly employed in a teaching-administrative position for a period of seven consecutive years in the Ann Arbor public school system is eligible to apply for a sabbatical leave of absence.

Filing the Application - Completed applications for a sabbatical leave must be filed with the Director of Personnel on or before March 1 of the year preceding the academic year (or semester) for which the leave is being requested. The standard application form may be secured from the office of the principal or Director of Personnel. Once filed, the application may be withdrawn at any time prior to the date of action by the Board of Education. Such request must be made in writing to the Director of Personnel.

Review Committee - A committee composed of the Director of Personnel, chairman, the Assistant Superintendent for Instruction, and the Superintendent of Schools, will review all applications submitted. The committee will consult with the candidate and any other persons who can be of assistance to the committee in assessing the proposal on which the request for a sabbatical leave is made.

Action - The review committee, through the Superintendent, will submit the name, along with any qualifying conditions, of those applicants being recommended for a sabbatical grant to the Board of Education. Recommendations will be submitted to the Board of Education on or before the second Wednesday in April preceding the academic year for which the leave is requested.

Notification - Upon receipt of the application, the Director of Personnel will forward a written acknowledgement. At the conclusion of the preliminary screening of applications, each candidate will be notified as to the status of his application. The date for such notification will be no later than April 1, earlier, if possible. Upon action by the Board of Education, each candidate will be informed in writing as to the final disposition of his application. This notification will occur within three days following the official action of the Board of Education.

Change of Plans After Award - Should the recipient of a sabbatical grant at a time prior to the effective date of the sabbatical leave, wish to give up the grant and return to regular service, he will so notify the Director of Personnel in writing. Though the candidate, under such circumstances, will have no legal claim to an assignment during the period of the sabbatical grant, he will be given priority consideration to be assigned to an unfilled position for which he is certificated.

Quota - Prior to March 1 of each year, the Board of Education will specify the number of sabbatical leaves or the dollar amount for such purposes to be incorporated in the budget for the next fiscal year.

Salary Provision - A sabbatical leave of absence approved for one semester will carry an allowance of the full contractual salary subject to such deductions as are required by law, Board of Education regulation, or employee election.

A sabbatical leave of absence approved for the academic year will carry an allowance of half of the annual contractual salary subject to such deductions as are required by law, Board of Education regulation, or employee election.

The intent of the salary provision as stated is on the premise that a recipient of a sabbatical leave will not make a financial gain or experience a financial loss.

Pay Schedule - Salary payments to recipients of a sabbatical leave, both as to pay-date and amount, will be made on the same schedule as is in effect for the general faculty.

Fringe Benefits - Certificated personnel while on sabbatical leave are entitled to share in benefits extended to regular teachers in accordance with personnel policies in effect for the sabbatical leave period. All benefits shall be as required by statutes, local regulations, policies, procedures and practices.

Return to Service - Upon completion of the sabbatical leave, the recipient is required to return to professional service in the Ann Arbor public school system for a period of six (6) consecutive semesters. If the return to service requirement is not met, the recipient must refund to the school system that part of the sabbatical salary paid in proportion to the unmet service obligation. In the case of special circumstances, the Board of Education has the right to modify this obligation.

Assignment - Upon return from a sabbatical leave, the teacher will be restored to his previous position, to a position of like nature, seniority status and pay, or to an assignment for which the teacher is qualified as stated on the teaching certificate.

The assignment load shall be equal to that in effect at the time of the sabbatical and in line with any adjustment made for the general faculty at the level of the teaching assignment.

Statutory Regulation - In applying and administering the sabbatical policy, it is understood that state statutes have precedence over local provisions. The General School Laws, State of Michigan is the reference used as the basis for the sabbatical leave policy.