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PROFESSIONAL NEGOTIATIONS

*Ann Arbor Board of Education*

# MASTER AGREEMENT

Between

THE ANN ARBOR BOARD OF EDUCATION

and

THE ANN ARBOR EDUCATION ASSOCIATION

1968-1970

*MEA  
1216 Kendale  
E. Lansing, MI  
2. yes  
3. 1970 Aug. 15  
4. yes  
5. yes  
48823*



## Table of Contents

|      |   |    |
|------|---|----|
| 1.0  | <u>Board Association Relation</u> . . . . .               | 1  |
| 1.1  | Recognition of the Association                            |    |
| 1.2  | Methods of Communication                                  |    |
| 1.21 | Negotiations  |    |
| 1.22 | Professional Study Committees                             |    |
| 1.23 | Other   |    |
| 2.0  | <u>Board Rights</u> . . . . .                             | 4  |
| 3.0  | <u>Association Rights</u> . . . . .                       | 5  |
| 3.1  | Membership Fees & Payroll Deductions                      |    |
| 3.2  | Business on School Property                               |    |
| 3.3  | Access to Information                                     |    |
| 3.4  | New Personnel Orientation                                 |    |
| 4.0  | <u>Personnel Rights</u> . . . . .                         | 8  |
| 4.1  | Legal   |    |
| 4.2  | Grievance Procedure                                       |    |
| 4.3  | No Discrimination   |    |
| 4.4  | Protection by the Board                                   |    |
| 4.5  | Academic Freedom  |    |
| 5.0  | <u>Personnel Responsibilities</u> . . . . .               | 14 |
| 5.1  | Professional Behavior                                     |    |
| 5.2  | Course for Discipline & Discharge                         |    |
| 6.0  | <u>Personnel Benefits</u> . . . . .                       | 15 |
| 6.1  | Salaries  |    |
| 6.2  | Terminal Leave Pay  |    |
| 6.3  | Fringe Benefits   |    |
| 6.4  | Conditions of Work  |    |
| 6.44 | School Calendar & Day                                     |    |
| 6.5  | Leaves of Absence   |    |
| 6.6  | Continuing Education                                      |    |
| 6.7  | Transfers   |    |
| 6.8  | Vacancies & Promotions                                    |    |
| 6.9  | Professional Educational Conference                       |    |
| 6.10 | Administrative Internships                                |    |
| 6.20 | Summer School   |    |
| 7.0  | <u>Special Provisions For Public Librarians</u> . . . . . | 36 |
| 8.0  | <u>The Master Agreement</u>                               | 37 |
|      | Appendix I - Classifications . . . . .                    | 39 |
|      | Appendix II - Professional Grievance Form . . . . .       | 40 |
|      | Appendix III - Code of Ethics . . . . .                   | 41 |
|      | Appendix IV - Salary Schedules . . . . .                  | 44 |
|      | Appendix V - Index Pay . . . . .                          | 46 |
|      | Appendix VI - School Calendar . . . . .                   | 49 |
|      | Appendix VII - Sabbatical Leave Policy . . . . .          | 51 |



Agreement entered into as of July 1, 1968 between the Board of Education of the School District of the City of Ann Arbor, Michigan (herein called the "Board") and Ann Arbor Education 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 judgement 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.



## 1-0 BOARD ASSOCIATION RELATIONS

### 1.1 Recognition of the Association

- 1.11 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 Appendix 1. The word "Personnel" when used in this Agreement, shall refer, unless specifically designated otherwise, to all employees in Appendix 1.
- 1.12 If any existing classification not listed in Appendix 1, or any new classification established by the Board, is closely similar in function and powers to classifications listed in Appendix 1, it shall be added thereto; otherwise it shall, upon notice to the Association, be excluded from Appendix 1, subject to negotiation at the request of the Association.
- 1.13 Nothing 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.

### 1.2 Methods of Communication

#### 1.21 Negotiations

- 1.211 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.
- 1.212 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.
- 1.213 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.
- 1.214 Representatives of the Board's and the Association's negotiating teams shall meet monthly at a mutually acceptable time to discuss implementation of the Master Agreement. Meetings shall begin in the first month following ratification. Should any such meeting result in a mutually acceptable amendment of the Agreement, the amendment shall be subject to ratification by the Board and the Association; provided that the negotiating teams shall be empowered to effect temporary accommodations to resolve special problems.

1.0 to 1.214



1.215 Negotiation Procedures

- 1.2151 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 negotiating team for the Board.
- 1.2152 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.
- 1.2153 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.
- 1.2154 Negotiations for a new agreement between the parties shall be commenced at least five months in advance of the date of expiration of this agreement.
- 1.2155 Meetings between the Board and the Association negotiating teams may be called by either party upon reasonable notice to the other.
- 1.2156 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.
- 1.2157 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.

1.22 Professional Study Committees

- 1.221 The Association and the Board shall establish such professional study committees as are deemed necessary 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;

1.215 to 1.221



- 1.222 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.
- 1.23 Other
- 1.231 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.
- 1.232 The Association shall be given a seat and be permitted to speak at all meetings of the Executive Cabinet, the Administration Councils, Council, Standing Committees, Screening Committees for Administrative Appointments, and such other committees or boards as may be established either in place of or in addition to the above. The Association shall be represented by the President or his designee.
- 1.233 The Board and the Association will meet in executive session upon reasonable request of either party.
- 1.234 In planning new classroom buildings or major renovation of existing buildings, educational specifications committees will be establishing and will include teaching staff acceptable to the Association. Such committees will be involved in all planning stages of each project.
- 1.235 An Elementary Advisory Council shall be established to make recommendations to the Administration concerning possible revision of educational practices and programs at the elementary level. Released time shall be provided the members of the council to develop recommendations to the Administration. This Elementary Council shall meet not less than two times per semester.

1.222 to 1.235

## 2.0 BOARD RIGHTS

- 2.1 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:
  - 2.11 The scope and content of its educational, library, and recreational programs.
  - 2.12 The texts, materials, equipment, supplies, and schedules for carrying out such programs.
  - 2.13 The number, location, size, use, architecture, and layout of its facilities and program areas and the opening and closing of the same.
  - 2.14 The organization of its programs, methods of instruction and groupings of pupils.
  - 2.15 School attendance policies and regulations for the conduct of pupils and others while participating in Board programs and Board sponsored activities.
  - 2.16 The opening and closing days and hours of each Board program.
  - 2.17 The selection, direction, assignment, promotion, and discipline of Personnel and other employees.
- 2.2 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 Section 4.2 hereof.
- 2.3 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 Section 2.1, prior to the Board's making a decision thereon.

2.0 to 2.3



3.0 ASSOCIATION RIGHTS

3.1 Membership fees and payroll deductions.

3.11 All Personnel as a condition of continuing employment shall either:

- 3.111 Sign and Deliver to the Association within thirty (30) calendar days of the first official day of school or the first day of employment by the Board which ever is later an assignment authorizing deduction of membership dues, assessments and fees of the United Profession (AAEA, MEA, NEA), such authorization to continue in effect from year to year unless employment by the Board is discontinued or until revoked in writing between June and September 1 of a given year, or:
- 3.11s Cause to be paid to the Association within thirty (30) calendar days of the first official day of school or the first day of employment by the Board, whichever is later, a representation fee to be established by the Association and certified to the Board by the President of the Association. Provided that: The representation fee shall, in no case, exceed the dues, assessments and fees of the United Profession paid by an active member of the Association.

3.12 Payroll Deductions, membership or representation fees.

3.121 Upon presentation to the finance office of the business office copy of the continuing membership application, deductions shall be made according to the following:

3.1211 For Personnel checking "Payroll Deduction" payment of membership fees or financial responsibility fees shall be made in ten (10) equal deductions beginning in September and continuing through June. Payroll deduction of dues, assessments and fees for a personnel shall cease upon termination of said Personnel's employment.

3.1212 For Personnel checking "cash payment" payment of membership fees or financial responsibility fees shall be made in one deduction. Personnel electing cash payment shall not be entitled to any prorated refund, in the event that their employment is terminated before the end of the school year.

3.122 For Personnel employed after the opening of school, membership fees or representation fees shall be paid according to the following formula: Total fee divided by ten (10), multiplied by the number of months remaining in the school year. Payment of fees shall be as follows:

3.1221 Equal installments beginning in the first full month of employment and continuing through June.

3.1222 One deduction in the first full month of employment.

3.0 to 3.1222

- 3.123 The Board shall within ten (10) days after the end of each such month during which a deduction is made, remit to the Association the total amount deducted for that month, including dues, assessments and fees for the Ann Arbor Education Association, the Michigan Education Association and the National Education Association, accompanied by a list of personnel from whose salaries the deduction has been made.
- 3.124 The Board shall not be responsible for collecting any such dues, assessments, or fees not authorized to be deducted under Section 3.121.
- 3.125 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 MEA) 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.
- 3.13 Termination of Personnel for Non-Payment. Any Personnel who shall fail to comply with the provisions of Sections 3.111 or 3.112 shall be terminated from employment as a Personnel. No Personnel's employment shall be terminated, however, unless:
- 3.131 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.
- 3.132 The Association shall furnish 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.
- 3.133 The Association agrees to reimburse the Board for 50% of any back pay for which it may be held liable as a result of legal action arising out of the implementation of the financial responsibility provisions of this master agreement.
- 3.14 Payroll Deductions - Other
- 3.141 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.
- 3.142 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.

3.123 to 3.142



### 3.2 Business on School Property

- 3.21 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, the Association shall pay the cost thereof.
- 3.22 The Association and its representatives may make reasonable use of bulletin boards and other established media of communication which shall be made available without charge (except toll calls) to the Association and its members.

### 3.3 Access to Information

- 3.31 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, registered or 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.
- 3.32 The Board shall give the Association advance notice of any proposed fiscal, budgeting, tax or facility program. At the request of the Association, opportunity will be provided to advise the Board prior to making any decision thereon.

### 3.4 New Personnel Orientation

- 3.41 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.
- 3.42 The Association shall provide a lunch during this time for each personnel, new or old, in attendance, through such catering service as may be mutually acceptable to the Association and the Board.

3.2 to 3.42

#### 4.0 PERSONNEL RIGHTS

##### 4.1 Legal

4.11 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.

4.12 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.

4.13 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.

##### 4.2 Grievance Procedure

4.21 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 Section 4.2 and related sections. Any other dispute between the parties shall not constitute a grievance.

4.22 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 and Responsibilities of the Association to obtain counsel, guidance, or assistance.

4.23 Formal Procedure. Any Personnel desiring to invoke the formal grievance procedure (hereafter called Grievant) shall proceed as follows, provided that, a grievance may be initiated at any level of the procedure if the grievance is not against an agent of the Board at any preceding level.

4.231 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.



- 4.232 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 4.231 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.
- 4.233 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 4.232 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.
- 4.234 If the Association is not satisfied with the decision of the Board, or if no decision has been delivered in the time allowed in 4.233 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.
- 4.2341 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.
- 4.2342 The case on arbitration shall be presented by not more than two representatives for the Association and not more than two for the Board and shall be conducted in accordance with rules similar to those established by the American Arbitration Association.
- 4.2343 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.
- 4.2344 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.
- 4.232 to 4.2344

- 4.2345 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 judgement thereon in any court of competent jurisdiction.
- 4.2346 The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
- 4.24 Limitations. Any Grievance not taken up on the Formal Procedure within the time limit provided in Section 4.231 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 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 Sections 4.231 through 4.2346 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.
- 4.25 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.
- 4.26 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.
- 4.27 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.
- 4.2345 to 4.27



#### 4.3 No Discrimination

4.31 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.

4.32 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 of 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.

#### 4.4 Protection by Board

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

4.42 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 1.2 and 2.3, will involve the Association in developing rules, regulations and enforcement policies and procedures to this end. A formal statement of discipline policy shall be developed jointly by the Board, the Association and other appropriate groups. For the school year 1968-69 such a policy statement will be prepared and implemented by the beginning of the second semester.

4.43 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 agrees to reimburse such Personnel for legal fees incurred in the defense of such charge or cause of action. Reimbursement shall in no event exceed an amount equal to the legal fees usually and customarily charged for like matters by members of the Bar practicing in Washtenaw County.

4.3 to 4.43

- 4.44 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 4.43
- 4.45 The Board shall reimburse personnel for any loss damage or destruction of personal property, not including vehicles, not due to negligence on the part of the personnel, and not covered by other insurance, while the personnel is on duty. The Board shall be liable only for that portion of the loss in excess of ten (\$10.00) dollars and not exceeding a total loss of one hundred dollars (\$100.00).
- 4.46 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).
- 4.47 No polygraph or lie detector device shall be used in any investigation of any Personnel by school authorities.
- 4.48 Evaluation of Personnel
- 4.481 All monitoring and observation of any Personnel shall be conducted openly and with the full knowledge of such Personnel.
- 4.482 Each Personnel who becomes a grievant shall have access to all relevant material in his own personnel file, exclusive of recommendations written at the request of that Personnel at any time, unless specific permission is given by the writer.
- 4.483 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.
- 4.484 Any Personnel who is not satisfied with his evaluation or of any disciplinary action taken against him has recourse to the grievance procedure.
- 4.5 Academic Freedom
- 4.51 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.

4.44 to 4.51



4.52 Other than accepted standards of professional behavior and responsibility, as set forth in the Code of Ethics and 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 of sciences, the physical and biological world, or other areas of learning, and shall encourage freedom of individual conscience, association and expression.

4.52

5.0 PERSONNEL RESPONSIBILITIES

5.1 Professional Behavior

5.11 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 criterion of professional behavior.

5.2 Cause for Discipline and Discharge

5.21 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:

5.211 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;

5.212 Carry out work assignments made by the Board and not in conflict with the provisions of this Agreement;

5.213 Comply with policies and procedures established by the Board and not in conflict with the provisions of this Agreement;

5.214 Provide supervision of and discipline among students in the charge of that Personnel.

5.22 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, 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.

5.23 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.

5.24 Any complaint directed toward a Personnel from which a disciplinary action or reprimand may result, shall be promptly called to the Personnel's attention by whoever receives the complaint on behalf of the school. Personnel are entitled to know the identity or source of all such complaints.

5.0 to 5.24



6.0 PERSONNEL BENEFITS

6.1 Salaries

6.11 Salary Schedule. The regular basic salary schedules for all Personnel for the term of this agreement are attached hereto as Appendix IV.

6.111 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, not including longevity, and government service in the National Teaching Corps, Peace Corps, VISTA or Military Service shall be recognized by the Board up to three 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 pervious employment with the Board, determined from the records of the Board, shall be recognized upon reemployment as a Personnel by the Board.

6.112 Certified Pre-School Teachers shall receive experience credit for teaching in licensed nursery schools in Michigan, University or College Labs, and any other nursery school or day care center provided they meet the standards established for nursery schools in the State of Michigan.

6.113 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.

6.12 Index Pay. The Board shall pay to Personnel, in addition to all other pay, index (or percentage) pay, not including longevity, for fulfilling the assignments listed in Appendix V.

6.0 to 6.12

*Ann Arbor - 68-70*

6.13 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 then 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.

6.14 Computation and Methods of Payment

6.141 Personnel may choose one of the following options for Pay:

6.1411 Personnel may receive their yearly salary in twenty-two pays.

6.1412 Personnel may receive their yearly salary in twenty-six pays.

6.1413 All personnel must notify the payroll office of their choice of options by 5:00 p.m. of the Friday of the second week of employment. There shall be no deviation from this policy following the above stated time for notification, nor shall payment of money accumulated for the summer checks for those choosing twenty-six pays be made other than on the schedule as printed in Appendix IV. Personnel not having made the choice of option by the above deadline shall be automatically placed on the twenty-six pay schedule.

6.142 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.

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

6.144 When daily pay rate must be determined, it is equal to the contractual pay divided by the number of teacher pay days as listed in Appendix VI.

6.15 The Board and the Association shall set up a joint committee to enter into discussions with the proper authorities concerning the total student teacher program.

6.13 to 6.15



- 6.2 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:
- 6.21 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 not other leaves, may be counted in determining years or semesters of consecutive employment.
- 6.22 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. A Personnel on a paid leave of absence with a contractual obligation to return to the Ann Arbor Public Schools shall be considered as under contract.
- 6.3 Fringe Benefits
- 6.3. For the school year 1968-69 policy shall continue in effect as follows: upon request by a Personnel, the Board shall contribute the sum of ten dollars (\$10.00) per month for twelve months for each full-time Personnel (pro-rated for each part-time Personnel) toward plans or programs approved by the Board and the Association pursuant to and subject to the provisions of section 3.142 of this Agreement.
- 6.32 For the school year 1969-70 the Board shall provide for all Personnel year-round Full Family Hospital-Surgical coverage, including Major Medical at the rate in effect on August 15, 1969 for either Blue-Cross-Blue Shield MVF plan or MESSA Super-Med, for Personnel not choosing the Hospital-Surgical insurance option the Board shall continue the benefit provisions available under Section 6.31 above of this Master Agreement, such options not to exceed ten dollars (\$10.00) per month.
- 6.33 Personnel shall be given the opportunity to receive inoculations for influenza. The Board shall bear all cost connected with the administration of such inoculations including physicians fees and cost of vaccine.
- 6.34 Personnel shall be given the opportunity to undergo all tests, including x-ray, required of Personnel by state law for the detection of tuberculosis. The Board shall bear the cost of such tests.

6.2 to 6.34

6.4 Conditions of Work (Conditions of Work for Public Librarians are set forth in Article 7.0). The Board and the Association agree that it is desirable to establish class size or other criteria of work load, released times, lunch periods and level of clerical assistance for all Personnel, but recognized 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 that Board is not working toward the same in good faith, (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:

6.41 Teaching Assignments

6.411 Teachers in the Ann Arbor Public Schools shall be properly certified and the Board shall notify the Association of any teacher not holding provisional or permanent certificates by December 1 of each year.

6.412 Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be so notified in each instance, along with a written statement of reasons for such assignment.

6.413 All Personnel assigned to one building shall be given written notice of their tentative assignments for the following school year by August 15, provided that a master agreement has been ratified by both parties. This should include the school and grade level.

6.42 Special Students. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon Personnel. Personnel believing that such students are assigned to their classrooms may request their transfer and shall present evidence supporting such request to the principal and the Pupil Personnel Department which shall recommend appropriate action.

6.43 Class Size

6.431 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                     |

6.4 to 6.431



(Art, Vocal Music, FLES) same as for regular classes, except for 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 of 30.

6.4311 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.

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

|                  |    |                    |                              |
|------------------|----|--------------------|------------------------------|
| Art              | 24 | Speech             | 24                           |
| Foreign Language | 24 | Unified Studies    | 28                           |
| Science          | 24 | Homeroom           | 28                           |
| Social Studies   | 28 | Physical Education | 40                           |
| English          | 2  | Level 15           | Not more than 30 in Swimming |
|                  | 3  | Level 20           | classes.                     |
|                  | 4  | Level 25           |                              |

Students requiring remedial reading help should be taught by qualified teachers on a tutorial basis and/or regularly scheduled small groups.

Math

2 Level 15

3 Level 22

Other Levels 28

To be determined by the nature of the program and the learning stations available.

Business Education, Home Economics, Industrial Arts, Music

These sizes may be reduced in consultation with the Principal and

Building Department Chairman if the number of students with

emotional or physical handicaps present a greater accident risk

or if the number of teaching stations is less than twenty (20).

6.433 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. Personalized Curriculum programs, Piano, Photography, Voice classes and Woodshop.

6.4311 to 6.433

*Ann Arbor 68-70*

Group IV

Physical Education classes 25 to 50, Beginning Swimming 30, Intermediate and Advanced Swimming 35, Lifesaving and Watersafety 25, Drive 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.

6.44 School Calendar and day

6.441 The regular school year and calendar for 1968-69 shall be as set forth in Appendix VI hereto, which appendix shall be renegotiated by the Board and Association for 1969-70 school year by April 15th, 1969.

6.4411 New personnel or personnel re-employed after a lapse of two or more years may be required when specified by their contracts to participate in an orientation program scheduled by the Board.

6.4412 Personnel who are regularly employed by the Ann Arbor Public Schools and whose usual duties do not begin before the day upon which all teachers are required to report may be requested to assist in the orientation program provided that; they shall be reimbursed at their regular daily rate of pay for each day such assistance is given. Personnel whose assistance is required for less than a full day shall be reimbursed for not less than the rate for one half day. Provided that; a Personnel whose assistance is required during both morning and afternoon sessions for any time period shall be reimbursed for the full day.

6.4413 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.

6.442 The regular school day for 1968-69 shall be maintained, at the elementary, junior high and high school levels, as set forth in Appendix VI, plus the reporting time specified in Section 6.444 below, subject to adjustments, upon notice from the Board to the Association, necessary to accommodate busing, itinerant teacher or other schedules.

6.4421 One regular school day each week for Personnel shall be extended for building, departmental and Association meetings if such are scheduled; provided that meeting 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.

6.433 to 6.4421

- 6.4422 The Representative of the Association and other appropriate faculty members shall meet with the Building Principal to discuss agenda items which may be included in the regularly scheduled building meetings. Whenever possible agendas will be distributed prior to the meetings.
- 6.4423 Absences of up to one half working day 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.
- 6.443 Personnel may be required to attend meeting of building parent-teacher organizations, but only if their active participation therein is scheduled.
- 6.444 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.
- 6.445 At least two elementary grade level meeting per year per grade shall be scheduled in lieu of regular building staff meeting. Such meeting dates shall be jointly determined by the Association and the Administration. Each grade level committee will work jointly with the Administration to determine the content of these meetings.
- 6.45 Personnel at the Junior High School level shall have lunch periods maintained at the same length as during the 1967-68 school year during the school year 1968-69. A committee to develop recommendations for the establishment of a standard lunch period of not less than thirty (30) minutes at all junior high schools shall be formed, such minimum lunch period to be instituted not later than the opening of school in the 1969-70 school year. In the event that the committee completes its recommendations during the 1968-69 school year, every reasonable effort shall be made to give them immediate effect.
- 6.46 Work Load: Prior to any change in the organization, scheduling, or designation of classes which would effect class size or workload, the Administration shall meet with the A.A.E.A. and negotiate these changes.
- 6.461 In Elementary Schools
- 6.4611 All first grade classes for the first 10 days of the school year, shall be divided so that each pupil attends either the morning or the afternoon session only.
- 6.4422 to 6.4611



6.4612 In Kindergarten, at the beginning of the school year, all children shall attend only half-time for the first two weeks of attendance.

6.4613 When art, foreign language, instrumental or vocal music or physical education is taught by a specialist in that subject:

6.46131 The scheduling of 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                  | 24 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                      |

6.46132 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.

6.46133 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.

6.46134 During the 1968-69 school year, a joint Board and Association committee shall be established to study evaluation in elementary special areas. Recommendations of this committee shall be submitted to the Board and the Association by March 1, 1969 for action. The final recommendations shall be implemented during the 1969-70 school year.

6.4614 All elementary Personnel shall have the equivalent of one full school day at the end of each semester for working on records, teaching materials or other professional responsibilities (exclusive of staff study day).

6.4615 Released time within the School week shall be:

6.46151 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.

6.4612 to 6.4615

- 6.46152 For art teachers, fifty (50) consecutive minutes per week per-assigned full-size elementary school building.
- 6.4653 For physical education teachers, twenty (20) consecutive minutes at the beginning of the morning half-day, and fifteen to twenty (15 to 20) consecutive minutes at the beginning of the afternoon half-day, including reporting times if not otherwise assigned.
- 6.46154 For FLES teachers, twenty (20) consecutive minutes per half-day
- 6.46155 During the 1968-69 school year, for regular classroom teachers, an average of twenty (20) to thirty (30) minutes per day. This goal may be achieved under the provisions in Sections 6.461551 and 6.461552. During the school year 1969-70 all elementary school teachers shall have not less than twenty (20) consecutive minutes of released time per day.
- 6.461551 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).
- 6.461552 A ratio of one (1) teacher to 2 or 3 classes may be arranged during recess periods, weather or space permitting.
- 6.41553 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.
- 6.461554 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.
- 6.462 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.
- 6.4621 Assign the four variables of daily classes, homeroom, study hall, and "other" an index of three (3).
- 6.4622 Assign number of classes an index of one (1) for a class meeting every day, and 3/4 for a class meeting on alternation days.
- 6.4623 Assign an index of one (1) for each group of students that exceeds the optimum ratio of classes to students per class.
- 6.4624 Lunch Supervisors shall be selected from volunteers, whenever possible and the supervision shall take the place of another assignment converting an equivalent amount of time.

6.46152 to 6.4624

|        |   |             |
|--------|---|-------------|
| 6.4625 | 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 alternation days           | x3/4= 1 1/2 |
|        | 3 preparations                                  | x1= 3       |
|        | Total Assigned Load                             | 25 1/2      |

6.4626 Building Department Chairman should work with principals to schedule classes and teachers in order to attain the following goals:

6.46261 An individual teacher should have no more than three (3) classes in a row.

6.46462 Classes should be scheduled into rooms with proper facilities.

6.46263 "Traveling" teachers should be scheduled into the same rooms for the same preparations.

6.46264 No teacher should have more than three preparations.

6.463 In Senior High Schools.

6.4631 The assigned daily work load of all Personnel shall not exceed the time equivalent of one homeroom plus five (5) teaching assignments regardless of the length of the class periods or number of periods in a school day. If homeroom is omitted from an individual's assignment, it may not be replaced with a teaching assignment (study hall begin 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.)

6.4632 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.

6.4633 Teachers of advanced placement courses and accelerated courses giving 1 1/2 units of credit per year shall be given one hour of additional released time per day.

6.4634 Team teachers shall be given the equivalent of 1/2 period per day for team planning. The chairman and all first year members of the team shall be given 1 release period.

6.425 to 6.4634



6.464 For School Librarians

6.4641 The system-wide ratio of professional school librarians to students shall be maintained at no less than the 1967-68 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.

6.4642 As a goal, the ratio of elementary school library clerks to professional librarians shall be one clerk to two librarians; at the secondary level the ratio shall be one clerk to each professional librarian.

6.4643 School librarians shall have released-time equivalent to that of classroom teachers in their respective buildings.

6.4644 All materials for all schools shall be catalogued in a central cataloguing center.

6465 For Speech Therapists. The assigned work load shall be not less than 75 nor more than 100 cases. Including non-public-school students.

6.466 For School Nurses

6.4661 The system-wide ratio of school nurses to students shall be maintained at no less than the 1967-68 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 School and Senior High School.

6.4662 Secretarial help at the Pupil Personnel Office for nurses shall be maintained at no less than the 1967-68 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.

6.467 For Diagnosticians

6.4671 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.

6.468 For Social Workers

6.4681 The system wide ratio of social workers to pupils shall be maintained at no less than the 1967-68 ratio. The goal shall be one social worker for each Junior High School and one male and/ one female social worker for each High School and an overall ratio of one social worker to twelve hundred pupils including non-public school pupils.

6.464 to 6.4681

- 6.4682 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 1967-68 level.
- 6.469 For Type A Special Education Teachers
- 6.4691 The assigned daily work load shall not exceed:
- 6.46911 At the high school, one homeroom, a one-hour staff planning period every other day and five (5) teaching assignments; and for the Departmental Chairman, four (4) teaching assignments and one-hour staff planning period every other day.
- 6.46912 At Junior High Schools, one homeroom and five (5) teaching assignments.
- 6.46913 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 activities related to the assignment.
- 6.46913 Personalized Program.
- 6.46921 The total enrollment in a personalized program (Type A) shall not exceed a pupil-teacher ratio of fifteen to one (15-1).
- 6.46922 Elementary students in personalized programs shall start school on the Monday after school starts for regular students.
- 6.46923 It shall be the goal of the Board to obtain the services of a full-time Coordinator to act as consultant and to coordinate all personalized programs.
- 6.4610 For Teachers of the Emotionally Disturbed, class size shall be in the range of six (6) to eight (8) pupils.
- 6.4620 For Secondary Guidance Department Personnel
- 6.46201 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.
- 6.46202 There shall be one full-time secretary for each class for Guidance Personnel at the High School.
- 6.46203 At Junior High School, Guidance Personnel shall work out with their building principal a reasonable amount to help from the secretaries assigned to that building.
- 6.4630 The position of teacher consultant for the perceptually handicapped shall be maintained.
- 6.4682 to 6.4630

- 6.4640 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.
- 6.47 Facilities
- 6.471 The Board shall provide in each school building for use by Personnel for school-related purposes:
- 6.4711 A telephone separate from those in the administrative office of the school.
- 6.4712 A typewriter and a hectograph or other duplicating equipment separate from those provided for the administrative staff of the school and with necessary and adequate supplies. At the elementary level a primary typewriter shall be provided in each building. 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.
- 6.4713 A health room with at least one cot, a desk, file, and first aid equipment, as well as access to a phone. The Board shall make every reasonable effort to provide a sink and conference room.
- 6.4714 Educational Materials and Equipment. The Board shall make every reasonable effort to furnish each Personnel responsible for the education of children with adequate and suitable material and supplies for the programs he is expected to conduct.
- 6.4715 Physical Plant. The Board shall make every reasonable effort to insure that all rooms in which Personnel are expected to perform their duties shall be suitable for the functions expected of the programs involved, and shall be adequately heated, ventilated and soundproofed; and shall contain adequate storage space, lighting, plumbing and such other facilities as may be needed for the task to be performed.
- 6.472 The goal of the Board shall be, and it shall work in good faith within existing limitations, to provide:
- 6.4721 In each school building, a staff lunchroom and lavatory and lounge facilities that are adequate.
- 6.4722 In each school building, adequate storage space for Personnel needs.
- 6.4723 At each school building, adequate parking space for Personnel regularly assigned to the building.
- 6.4724 At each secondary school building, adequate preparation and work space.
- 6.4725 At each secondary school building, adequate office space for Department Chairmen.
- 6.4726 Other facilities and equipment for which standards or specifications are defined or developed pursuant to Sections 1.221 or 2.13.
- 6.4640 to 6.4726



## 6.48 Evaluation of Pupils

- 6.481 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 day 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 the Office of Instruction, planning and preparation, or administrative work.
- 6.482 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.
- 6.49 Travel Provisions for Itinerant Personnel.
- 6.491 Travel time: Adequate and appropriate time shall be allowed for all Personnel whose assignment requires travel to and between buildings. Such travel time is not to be considered part of the regular noon released periods.
- 6.492 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.
- 6.493 Personnel shall be reimbursed for travel at a rate per mile established by Internal Revenue Service for income tax purposes.
- 6.494 Personnel who by the nature of their job must frequently transport children in their own automobiles shall receive adequate liability coverage provided by the Board. The Board shall not be liable for losses covered by insurance carried by the Personnel or due to negligence on the part of the Personnel.
- 6.410 List of Qualified Substitutes. The Board agrees at all times to maintain insofar as reasonably possible an adequate list of qualified substitutes for all levels. Once a teacher or librarian has reported unavailability for work, it shall be the responsibility of the administration to use its best efforts promptly to arrange for a substitute, including a substitute in the special subject areas in elementary schools of art, music, foreign language, and physical education.

6.46 to 6.410

6.420 Personnel may, with the principals approval, borrow entrance keys for short term access to a building for work at times other than the regular school day.

## 6.5 Leaves of Absence

### 6.51 Sick Leave

6.511 Use of Sick Leave. The purpose of the following 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.

6.512 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.

6.513 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):

Days Credit/Month of Regular

| <u>Employment</u> | <u>During Years of Service (in Ann Arbor)</u> |
|-------------------|---|
| 1                 | 1-10  |
| 1 1/2             | 11-20   |
| 2                 | 21 and up                                     |

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

6.514 Common Sick Leave Bank. At the beginning of each regular school year, the Board shall donate a number of days equal to the number of Personnel, pro-rated for part-time Personnel, to a Common Sick Leave Bank to be administered by the Association. The Board and the Association shall jointly develop guidelines for the administration of the sick leave bank. 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.

6.515 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.

6.420 to 6.515

6.515 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.

6.52 Personal Leave Days

6.521 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). Personnel shall not be granted a personal leave day or a day immediately before or after a Holiday, vacation period or during the first or last week of the school year except in extreme provable emergency. The Director of Personnel may require a physician's report for the use of a sick day on any of the preceding days.

6.522 Subject to the conditions of the notification above, each Personnel shall be entitled, upon request, to two leave days per school year, in addition to personal leave days, for the observance of Religious Holidays.

6.523 The Director of Personnel may grant additional personal leave days without pay on an individual and emergency basis at his discretion.

6.524 All personal leave days taken by any Personnel shall be charged against and deducted from his regular accumulated sick leave days of credit.

6.53 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.

6.531 Applications for Sabbatical Leaves shall be made in accordance with the provisions of Section 6.5301 of this Master Agreement.

6.532 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.

6.516 to 6.532



- 6.54 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 Appendix 1, 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.
- 6.55 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.
- 6.56 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. State and National conferences and meetings designed primarily for professional negotiations or contract enforcement shall not be included. Such Personnel's work schedule will be adjusted, to the extent practicable, to accommodate such absences.
- 6.57 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.
- 6.58 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.

6.54 to 6.58

- 6.59 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.
- 6.510 Maternity. Any female Personnel on tenure will upon reasonable notice, be granted leave by the Board because of pregnancy or adoption of a child.
- 6.5101 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.
- 6.5102 A female Personnel on tenure who is granted leave by 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 twenty-four months, but not earlier than six (6) weeks, thereafter, provided she submits a favorable medical report from a qualified physician.
- 6.520 Other Levels: The Board may, in its sole discretion, grant Personnel such other leaves of absence upon such terms and conditions as it deems appropriate.
- 6.530 Conditions to Certain Leaves. Leaves of Absence applied for pursuant to Sections 6.54, 6.55, 6.57 and 6.520 above shall be subject to the following conditions.
- 6.5301 Insofar as possible, the application therefore 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 6.53, 6.57 or 6.520 above.
- 6.5302 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.
- 6.5303 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 other wise the granting of any leave shall not prejudice the recipient's status with respect to any other leave.
- 6.6 Continuing Education
- 6.61 Adult evening school-Any Personnel may enroll in any one 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.



- 6.62 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.
- 6.7 Transfers
- 6.71 Since the frequent transfer 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.
- 6.72 Personnel who will be affected by a transfer in assignment will be notified and consulted by their principal or appropriate department head as soon as possible.
- 6.73 Every effort will be made to avoid reassigning probationary elementary teachers to different grade levels unless the teacher requests or agrees to a change.
- 6.74 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.
- 6.8 Vacancies and Promotions
- 6.81 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 positions 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.
- 6.82 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.
- 6.83 Upon receipt of the application for a vacant position, the Director of Personnel will forward a written acknowledgement. Once a selection has been made, each candidate shall be notified of this action. The candidate then has the right of a conference with the Director of Personnel to discuss the reasons for his rejection.

6.62 to 6.83



- 6.84 If any Personnel wish to reapply for a vacant position, they may bring their current application up-to-date rather than to resubmit a completely new application.
- 6.9 Professional Educational Conferences
- 6.91 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.
- 6.92 Personnel requested by the Board to attend such educational conferences shall be fully reimbursed for such expenses.
- 6.93 Conference budget recommendations and the criteria for selection conferences and disbursing funds shall be jointly determined by representative of the Board and the Association.
- 6.10 Administrative Internships
- 6.101 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 Section 6.8.
- 6.102 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 Section 6.8.
- 6.103 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.
- 6.20 Summer School
- 6.201 Summer School shall begin the first Monday following the close of school and shall continue for seven consecutive weeks of five school days each exclusive of Independence Day Week which shall have four school days.
- 6.202 The Summer School day for teachers shall consist of 4 periods of 55 minutes each except behind the wheel training in driver education which shall be on an hourly basis.
- 6.84 to 6.202

- 6.203 Compensation for Summer School teaching, excluding behind the wheel training in Driver Education, shall be 12% of the individual Personnel's contractual base salary of the immediately preceding school year. Personnel teaching less than four periods shall receive pro-rated compensation based on the above formula. Personnel teaching Driver Education behind the wheel shall receive compensation based on the following formula: 12% of contractual salary (not including index) multiplied by 80%.
- 6.204 Personnel to be employed as teachers for Summer School shall be properly certified and selected, according to the following criteria:
- 6.2041 Preference shall be given to Personnel who, during the regular school year, are classroom teachers having tenure in Ann Arbor and teaching in the area for which they are requesting Summer School employment.
- 6.2042 Second choice shall go to non-tenure teachers fulfilling the criteria in Section 6.2041.
- 6.2043 Third choice shall be from certified professional Personnel who are not classroom teachers.

6.203 to 6.2043

- 7.0 SPECIAL PROVISIONS FOR PUBLIC LIBRARIANS
- 7.1 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.
- 7.2 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.
- 7.3 Employment Year
- 7.31 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.
- 7.32 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.
- 7.4 Salaries
- 7.41 Salaries for Public Librarians shall be based on the same schedule as for other Personnel, multiplied by 110%.
- 7.42 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.
- 7.5 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.
- 7.6 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 7.0.

7.0 to 7.6



8.0 THE MASTER AGREEMENT

- 8.1 This Agreement shall become effective as of July 1, 1968, it being understood that Section 6.1 hereof shall apply only to work performed by a Personnel that constituted fulfillment of his 1968-69 assignment, provided this Agreement is ratified a reasonable time after July 1, on behalf of both parties, as provided in Section 1.21 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.
- 8.2 Any individual contract between the Board and individual Personnel, heretofore executed, shall be subject to and consistent with their 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.
- 8.3 All policies referred to in this Master Agreement shall be compiled in a handbook of operating procedures and distributed to all Personnel by February 1, 1969 and by the first day of orientation for all teachers in succeeding years. Revisions of policy shall be distributed to all Personnel as soon as possible after the revisions are adopted and shall be *adenda* to the operating procedures.
- 8.4 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 ruled, 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 this established policies of the Board.
- 8.5 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.
- 8.6 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.
- 8.7 This Agreement, when effective, shall remain in effect until midnight — August 15, 1970 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.

8.0 to 8.6

8.8

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

Joseph R. Julin, President

Joseph R. Julin

George Balas, Secretary

George Balas

Dr. W. Scott Westerman, Superintendent

W. Scott Westerman, Jr.

Thomas W. Hill, Negotiator

Thomas W. Hill

Richard Creal, Negotiator

Richard C. Creal

Thad Carr, Director of Personnel

Thad Carr

Ann Arbor Education Association

Harold D. Collins, President

Harold D. Collins

A. William Larson, Secretary

A. William Larson

William Browning, Chairman Negotiating Committee

William H. Browning

Donald Newsted, Negotiator

Donald L. Newsted

James Scheu, Executive Secretary

James A. Scheu

8.8

## Appendix 1

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



Appendix II

PROFESSIONAL GRIEVANCE REPORT

SCHOOL DISTRICT \_\_\_\_\_ GRIEVANCE NUMBER \_\_\_\_\_ DATE OF VIOLATION \_\_\_\_\_

SCHOOL \_\_\_\_\_ DATE GRIEVANCE FILED \_\_\_\_\_

-----

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 GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signature of Grievant (Use reverse side for additional signatures if more than one grievant)

-----

ADMINISTRATOR'S DISPOSITION:

Date \_\_\_\_\_

\_\_\_\_\_ Signature of Administrator

Association's Disposition: Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Signature of Association Representative \_\_\_\_\_ Title \_\_\_\_\_

-----

SUPERINTENDENT'S DISPOSITION:

Date: \_\_\_\_\_

\_\_\_\_\_ Signature of Superintendent

Association's Disposition Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Signature of Association Representative \_\_\_\_\_ Title \_\_\_\_\_

## APPENDIX III

### PREAMBLE

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nature of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee to equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code.

### PRINCIPLE I

#### Commitment to the Student

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator:

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, not grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

## PRINCIPLE II

### Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator:

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts or favors that might impair or appear to impair professional judgement, nor offer any favor, service or thing of value to obtain special advantage.

## PRINCIPLE III

### Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service to promote a climate in which the exercise of professional judgement is encouraged, and to achieve conditions which attract persons worthy of this trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning and programs of professional organizations.

In fulfilling his obligation to the profession, the educator:

1. Shall not discriminate on grounds of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.



4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

#### PRINCIPLE IV

##### Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator:

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional positions.
10. Shall use time granted for the purpose for which it is intended.

Appendix IV  
1968-1969  
Salary Schedule

|    | B.A.  | 2 B.A.<br>B.A.+30 | M.A.  | 60/M.A.<br>2 M.A.<br>M.A.+30 | Ed.Sp. | 90/M.A. | Ph.D. |
|----|-------|-------------------|-------|------------------------------|--------|---------|-------|
| 1  | 6500  | 6900              | 7100  | 7200                         | 7365   | 7600    | 7925  |
| 2  | 6965  | 7430              | 7640  | 7790                         | 7955   | 8200    | 8525  |
| 3  | 7430  | 7960              | 8185  | 8380                         | 8545   | 8800    | 9125  |
| 4  | 7895  | 8490              | 8730  | 8970                         | 9135   | 9400    | 9725  |
| 5  | 8360  | 9020              | 9275  | 9560                         | 9725   | 10000   | 10325 |
| 6  | 8825  | 9550              | 9820  | 10150                        | 10315  | 10600   | 10925 |
| 7  | 9290  | 10080             | 10365 | 10740                        | 10905  | 11200   | 11525 |
| 8  | 9755  | 10610             | 10910 | 11330                        | 11495  | 11800   | 12125 |
| 9  | 10220 | 11140             | 11455 | 11920                        | 12085  | 12400   | 12725 |
| 10 | 10700 | 11670             | 12000 | 12510                        | 12675  | 13000   | 13325 |
| 11 |       |                   |       |                              |        |         |       |
| 12 |       |                   |       |                              |        |         |       |
| 13 | 11300 | 12270             | 12600 | 13110                        | 13275  | 13600   | 13925 |
| 14 |       |                   |       |                              |        |         |       |
| 15 |       |                   |       |                              |        |         |       |
| 16 | 11900 | 12870             | 13200 | 13710                        | 13875  | 14200   | 14525 |

## Appendix IV

1969-1970

*Ann Arbor*

## Salary Schedule

|    | B.A.   | 2 B.A.<br>B.A.+30 | M.A.  | MA/60<br>2 M.A.<br>M.A.+30 | Ed.Sp. | 90/M.A. | Ph.D. |
|----|--------|-------------------|-------|----------------------------|--------|---------|-------|
| 1  | 7000   | 7420              | 7630  | 7770                       | 7910   | 8190    | 8540  |
| 2  | 7470   | 7955              | 8180  | 8365                       | 8510   | 8795    | 9145  |
| 3  | 7940   | 8490              | 8730  | 8960                       | 9110   | 9400    | 9750  |
| 4  | 8410   | 9025              | 9280  | 9555                       | 9710   | 10005   | 10355 |
| 5  | 8880   | 9560              | 9830  | 10150                      | 10310  | 10610   | 10960 |
| 6  | 9350   | 10095             | 10380 | 10745                      | 10910  | 11215   | 11565 |
| 7  | 9820   | 10630             | 10930 | 11340                      | 11510  | 11820   | 12170 |
| 8  | 10290  | 11165             | 11480 | 11935                      | 12110  | 12425   | 12775 |
| 9  | 10760  | 11700             | 12030 | 12530                      | 12710  | 13030   | 13380 |
| 10 | 11235  | 12250             | 12600 | 13135                      | 13305  | 13650   | 14000 |
| 11 | 11835* | 12850             | 13200 | 13735                      | 13905  | 14250   | 14590 |
| 12 |        |                   |       |                            |        |         |       |
| 13 |        |                   |       |                            |        |         |       |
| 14 |        |                   |       |                            |        |         |       |
| 15 |        |                   |       |                            |        |         |       |
| 16 |        | 13450             | 13800 | 14335                      | 14505  | 14850   | 15190 |

\* will effectively be 11900 due to previous earnings.



Appendix V  
Index Pay

A. Index Pay Based on Base Contractual Salary

| <u>Assignment</u>                      | <u>Index Pay</u>                  |
|--|-----------------------------------|
| Secondary School Guidance Personnel:   |                                   |
| Senior High School Class Principals    | 23%                               |
| Senior High School Counselors and      | 10% the first year                |
| Junior High School Class Advisors      | 15% the second year               |
|  | 20% the third & subsequent years. |
| School Social Workers & Diagnosticians | 10%                               |

B. Index Pay Based on B.A.<sup>O</sup> Minimum Salary (line 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<br>time the second semester       |
| - "Omega"                      | 2% plus 1 period of released<br>time.                          |
| - "Optimist"                   | 3% plus 1 period of released<br>time                           |
| Junior High School-Year Book   | 1 period of released time or<br>assignment as a regular class. |

## Appendix V

### Senior High School Interscholastic Athletics:

|                                    |     |  |
|------------------------------------|-----|--|
| Head Football Coach                | 17% | plus 1 period of released time during the 1st semester |
| Head Junior Varsity Football Coach | 12% |  |
| Assistant Football Coach           | 11% |  |
| Cross-Country Coach                | 9%  |  |
| Head Basketball Coach              | 20% |  |
| Assistant Basketball Coach         | 16% |  |
| Head Westling Coach                | 17% |  |
| Assistant Westling Coach           | 15% |  |
| Head Swimming Coach                | 17% |  |
| Assistant Swimming Coach           | 15% |  |
| Gymnastics Coach                   | 15% |  |
| Hockey Coach                       | 17% |  |
| 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%   |
| Westling 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%  |
| Stage Manager       | 8%   |
|                     | plus 1 period of released time plus release from 1 homeroom and 1 regular class period |

## Appendix V

### Junior High School Other Activities:

|                                 |   |
|---------------------------------|---|
| Student Council                 | 1 period of released time.  |
| Audio-Visual Supervisor         | Released time as appropriate.   |
| Girls Athletics                 | 10%   |
| Science Camp Director           | 4%  |
| Assistant Science Camp Director | 2%  |
| After-School Play Rehearsals    | 2% each 1 Act<br>4% each 3 Act  |
| Before/After School Hall Duty   | Rate of \$4.00 per hour<br>applicable to 15 or more<br>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 3% of his Index Pay times the number of years (up to 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 1 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 1, provided, however, that such assignments as:  
Supervising auditoriums during night performances,  
Handling of display cases in the hallways,  
Conducting out door 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

### ANN ARBOR PUBLIC SCHOOLS PAY DAY SCHEDULE 1968-69 (September-August 10 month employees)

|             |         |         |         |
|-------------|---------|---------|---------|
| * September | 6-20    | * March | 7-21    |
| * October   | 4-18    | * April | 4-18    |
| * November  | 1-15-29 | * May   | 2-16-30 |
| * December  | 13-27   | * June  | 13-27   |
| * January   | 10-24   | July    | 11-25   |
| * February  | 7-21    | August  | 8-22    |

\* Pay dates for twenty-two pay option

#### SCHOOL HOURS

##### Elementary

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

##### Junior High Schools

8:05 a.m. - 2:50 p.m.

##### Senior High School

Pioneer 7:55a.m. - 3:00 p.m.  
Huron 7:55a.m. - 3:00 p.m.

\*Due to failure of Huron High School to open, special arrangements will be made.

#### Summary

Teacher Attendance days 186

Teacher Pay days 188

Pupil Attendance days 180

Appendix VI  
SCHOOL CALENDAR  
1968-1969

|                                   |  |
|-----------------------------------|--|
| August 29, 30 (Thurs., Friday)    | New Teacher Orientation  |
| September 2 (Monday)              | Labor Day  |
| September 3 (Tuesday)             | All Teachers Report, School Officially Opens   |
| September 5 (Thursday)            | Pupils Report  |
| November 28, 29 (Thurs., Friday)  | Thanksgiving Vacation  |
| December 23-January 3 (inclusive) | Christmas Vacation   |
| January 31 (Friday)               | School Dismissed (Teacher Complete records and close the First Semester)                             |
| January 31 (Friday)               | First Semester Ends  |
| February 3 (Monday)               | Second Semester Begins   |
| April 4 (Friday)                  | Good Friday, School Dismissed at Noon)   |
| April 7 - 11 (Inclusive)          | Spring Vacation  |
| May 30 (Friday)                   | Memorial Day, School Dismissed   |
| June 12 (Thursday)                | Last Day for Students, Students Dismissed at Noon  |
| June 13 (Friday)                  | Last Day for Teachers (Teachers May Leave During the Afternoon Upon Completion of their Assignments. |

Note: Two school days will be designated for staff in-service programs. Pupils will not be in attendance. Dates will be announced prior to the opening of school.

## 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 employees 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 in 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 be made on the same schedule as is in effect for the general faculty.

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.