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Ann Arbor 3

1970-71

Ann Arbor Board of Education

MASTER AGREEMENT

Between

THE ANN ARBOR BOARD OF EDUCATION

and

THE ANN ARBOR EDUCATION ASSOCIATION

1970-1971

8/16/70-8/15/71

MEA
1216 KENDALE
E. Lansing, MI
48823

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FORWARD

In fulfilling the responsibility of determining the content, extent of, facilities and finances for the educational, library and recreational programs that will be offered by or through the Ann Arbor Public Schools, the Board will utilize the ability, experience and judgment of its professional staff, will look to them for leadership and assistance in developing and improving programs, and rely upon them to carry those programs out successfully.

The Board, the Professional Staff and the Association seek to work together in a spirit of good faith and cooperation toward their common goal of providing relevant educational, library and recreational programs that will best meet the needs and develop the capabilities of the total community.

It is the purpose of this Agreement to strengthen that spirit, to continue good relations among the Board, the Professional Staff and the Association and to aid in achieving their common goal.

This Agreement entered into this August 16, 1970, by and between the Ann Arbor Education Association, hereinafter called the "Association," affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the Board of Education of the school district of the city of Ann Arbor, Michigan, hereinafter called the "Board." The signatories shall be the sole parties to this agreement.

1.000 BOARD-ASSOCIATION RELATIONS

1.100 Recognition of the Association

- 1.111 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 certified or professional personnel on an index, a per diem, hourly or class rate basis while under contract or on Board approved leave, listed in Group A and excluding personnel listed in Group B, Appendix I of this Agreement.
- 1.112 Representation of Personnel in newly created positions shall be negotiated within 30 days of Board authorization for the position. Either party may appeal to arbitration upon expiration of the time limits stated above in accordance with the provisions of Sections 4.231, 4.232, 4.233, 4.234, 4.235, 4.236, 4.237.

1.200 Methods of Communication

1.210 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 teachers.
- 1.212 The Board and the Association shall negotiate 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 negotiate with respect to minimum education requirements and professional standards for teachers and substitutes for teachers.
- 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 to the Agreement, the amendment shall be subject to ratification; provided that the negotiating teams shall be empowered to effect temporary accommodations to resolve special problems.

1.220 Negotiation Procedures

- 1.221 All negotiations on behalf of teachers, 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.
- 1.222 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 negotiations 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 the Board and by the Association.
- 1.223 Negotiations for a new Agreement between the parties shall begin not later than April 15 of the year this Agreement expires.
- 1.224 Meetings between the Board and the Association negotiating teams may be called by either party upon reasonable notice to the other.
- 1.225 At any meeting of the negotiating teams, either team may be assisted by such consultants as it may desire, providing that the number of consultants shall not exceed the number of members on the team employing them. All such meetings shall be closed unless the two teams shall, as to any meeting or part thereof, agree to the contrary.
- 1.226 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 or other benefits when meetings of the two negotiating teams are scheduled during their normal working hours.

1.230 Professional Study Committees

- 1.231 The Association and the Board shall establish such professional study committees as are 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. The recommendations of these committees shall be submitted to the administration and the Association and may, at the request of either party be submitted directly to the Board.

- 1.232 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 shall be continued until either party notifies the other of its desire to change such procedures.
- 1.233 In planning new educational facilities, educational specifications committees shall be established and shall include at least fifty percent teacher representation appointed by the Association. Such committees shall be involved in all planning stages of each project, and their recommendations shall be presented to the Administration and the Association and may, at the request of either party, be submitted directly to the Board.
- 1.234 The Board shall 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 prior to the Board making any final decision.
- 1.235 Advisory councils with not less than fifty percent teacher representation shall be established at each of the three levels of instruction. These councils shall make recommendations to the Board, the Administration, and the Association concerning possible revisions of educational practices and programs at the appropriate level. Members may be released at the discretion of the Associate Superintendent for Instruction, to serve on these councils. The Board, the Administration and the Association may suggest items for consideration by these councils, but the councils shall not be limited to these matters.
- 1.236 The Board shall request recommendations from the Association in the formulation and evaluation of any proposed fiscal, budgeting, tax or facility program.
- 1.240 Other Communications and Liaison
- 1.241 The Board agrees to provide the President of the Association or his designee a reserved seat and regular agenda item entitled, "Items of the Ann Arbor Education Association" and may allow the President to enter the discussion of all agenda items at Board Briefing Sessions and Regular Meetings.

- 1.242 The Association shall be given a seat and be permitted to speak at all meetings of the Executive Cabinet, the Administration Councils, Pupil Personnel Study Committee, Standing Committees, 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.
- 1.243 The Board and the Association will meet in executive session upon reasonable request of either party.

2.000 BOARD RIGHTS

- 2.111 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.
- 2.211 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 4.200 hereof.

3.000 ASSOCIATION RIGHTS

3.100 Membership fees and payroll deductions

3.111 All Teachers as a condition of continuing employment shall either:

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 whichever 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

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.

3.120 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:

3.122 For Teachers 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 deductions of dues, assessments and fees for a teacher shall cease upon termination of said teacher's employment.

3.123 For Teachers checking "Cash Payment" payment of membership fees or financial responsibility fees shall be made in one deduction. Teachers 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.

3.124 For Teachers 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:

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

or

One deduction in the first month of employment.

3.130 Remittance of Deductions

- 3.131 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 Association, MEA and NEA, accompanied by a list of teachers from whose salaries the deduction has been made.
- 3.132 The Board shall not be responsible for collecting any such dues, assessments, or fees not authorized to be deducted under Section 3.120.
- 3.133 If any such dues, assessments, or fees are deducted by the Board from the pay of any teacher and turned over to any of the organizations (Association, MEA and NEA) and the teacher does not owe the same, the Association shall refund the same to the teacher and the Board shall not be liable for any refund.

3.140 Termination of Personnel for Non Payment of Dues or Fees

- 3.141 Any teacher who shall fail to comply with the provisions of Section 3.110 shall be terminated from employment as a teacher. No teacher's employment shall be terminated, however, unless:

The Association has notified him by certified mail 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.

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.

Termination shall occur at the end of the semester in which the Board is notified of such non-compliance.

3.150 Payroll Deductions--Other

3.151 The Board shall be entitled to deduct from the pay of each teacher and pay over to the proper authorities in accordance with law: federal and state income withholding taxes, employees social security taxes, and the teacher's contributions to the state teachers' retirement fund. "Each deduction shall be listed in accordance with Section 6.137."

3.152 The Board will also deduct and pay over from the pay of any teacher such deductions as the teacher may direct, by written authorization delivered to the Board at least seven calendar days prior to issuance of the pay check to be affected, and within the enrollment period of any plan accepted, in negotiations, as a carrier for teachers as listed in Appendix VIII.

3.200 Business on School Property

3.211 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, provided:

There is no interference with or interruption of normal school, library or recreational operations. If special custodial or other services furnished by the Board are required, the Board may make a reasonable charge therefore, and

If materials or supplies are consumed, the Association shall pay the cost thereof.

3.212 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. No other teacher bargaining representative or organization shall be afforded this right.

3.300 Access to Information

3.311 The Board shall make available to the Association upon request, from time to time:

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

budget 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 any other information as can be made available 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.

3.400 New Personnel Orientation

- 3.411 The Association shall be allotted two consecutive hours between 10:00 a.m. and 12:00 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.
- 3.412 The Board shall provide the Association with the names and addresses of all new teachers within one week of the receipt by the Personnel Office of evidence of the teacher's intent to accept employment.

3.500 Released Time for Association Business

- 3.511 The Board shall release the President of the Association from his normally assigned duties without loss of pay or other benefits. The Association shall reimburse the Board for one-half (1/2) the President's salary. The Board also agrees to restore the President to his previous position, to a position of like nature, or to an assignment for which the teacher is qualified as stated on his teaching certificate.
- 3.512 The Board shall grant a leave of absence to the Chief Negotiator of the Association or release him from 1/2 his normally assigned duties without loss of salary or other benefits. If released time is granted the Association shall reimburse the Board for 1/2 the Chief Negotiator's salary. The Board agrees to restore the Chief Negotiator to his previous position, to a position of like nature, or to an assignment for which the teacher is qualified as stated on his teaching certificate.

3.600 Student Teacher Program

3.610 Negotiations

- 3.611 The Board shall make no Agreements with other agencies employing teachers who are also employed by the Board, concerning the wages or terms and conditions of employment of such teachers without the participation of the Association as a third party in those negotiations and Agreements.

3.620 Program Improvement

3.621 The Board shall continue to work with the Association to improve the teacher training and other student training programs within the schools and at institutions which place student trainees in the Ann Arbor Public Schools.

4.000 PERSONNEL RIGHTS

4.100 Legal

- 4.111 Teachers 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.
- 4.112 The Board shall not, directly or indirectly, deprive or coerce any teacher in the enjoyment of any rights conferred by the Public Acts or other laws or the Constitutions of Michigan or the United States.
- 4.113 Nothing contained in this Agreement shall be construed to deny or restrict any rights which any teacher may have under the Michigan General School Laws or other applicable laws and regulations and the rights granted teachers hereunder shall be deemed to be in addition to those provided elsewhere.

4.200 Grievance Procedure

4.210 Definition

- 4.211 Any dispute which may arise between a teacher 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 4.200 and related sections. Any other dispute between the parties shall not constitute a grievance.

4.220 Processing of Grievances

- 4.221 Informal Procedure. Any teacher 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 teacher with a grievance may discuss the matter, in verbal or written form with the appropriate administrator. Any grievance pursued in the informal procedure may, at the option of the grievant, be filed under the formal procedure any time prior to satisfactory disposition.
- 4.222 Formal Procedure. Any teacher desiring to invoke the formal grievance procedure (hereinafter 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.
- 4.223 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, the Assistant Superintendent for Personnel and the Association within fourteen (14) calendar days after the date on which the Grievance occurred, or on which the Grievant first learned of its occurrence, or upon suspension of the informal grievance procedure, whichever is later. Within seven (7) calendar days of receipt of such notice, the appropriate administrators shall meet with the Grievant and representatives of the Association in an effort to settle the grievance, and shall deliver a decision in writing to the Association's representative within five (5) calendar days after such meeting.

4.224 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 4.233 above, written notice of appeal signed by a representative of the Association shall be delivered to the Superintendent within ten (10) calendar days thereafter. Within fourteen (14) calendar days of receipt of such notice, the Superintendent or his designee(s) shall meet with the Grievant and representative(s) of the Association in an effort to settle the Grievance and shall deliver his decision in writing to the Association's representative within five (5) calendar days after such meeting.

4.225 For purposes of the grievance process, school days shall refer to days when school is in session as described in the calendar for the school system; when grievances are filed immediately before vacations, the end of the school year or other times when school is not in session, calendar days shall be used throughout the grievance procedure to establish the time limitations.

4.230 Arbitration of Grievances

4.231 If the Association is not satisfied with the decision of the Superintendent or his designee or if no decision has been delivered in time allowed in 4.224 above, written notice of demand for arbitration before an impartial arbitrator shall be delivered to the American Arbitration Association and the Assistant Superintendent for Personnel within thirty (30) calendar days thereafter.

4.232 The arbitrator shall be selected in accordance with procedures established by the American Arbitration Association.

4.233 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 established by the American Arbitration Association.

- 4.234 Neither the Board's nor the Association's representatives 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) school days to observe this requirement.
- 4.235 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.
- 4.236 The arbitrator shall render his decision in accordance with the rules of the American Arbitration Association. Both parties agree to be bound by the decision of the Arbitrator, shall not prosecute any appeal therefrom, and agree that either party may enter judgment thereon in any court of competent jurisdiction.
- 4.237 The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

4.240 Grievance Limitations

- 4.241 Any Grievance not taken up on the Formal Procedure shall, except for any adjustment arrived at under the Informal Procedure, be deemed settled on the basis of the action taken by the Superintendent. 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 satisfactorily 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 4.222 through 4.241 may be extended by written agreement executed by the Association and the Board.

4.250 Grievance Withdrawal and Reinstatement

- 4.251 A Grievance may, by notice in writing to the Superintendent, 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 Superintendent, 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.

4.260 Grievances, Back Pay

4.261 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.

4.300 Teacher Grievances Filed Independently

4.311 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 Act 379 of the Michigan Public Acts, 1965.

4.400 No Discrimination

4.411 The Board shall not, directly or indirectly, discriminate against any teacher 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 teacher 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 teachers 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.

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

4.500 Protection by Board

- 4.511 The Board shall cover all Teachers under the Michigan Workmen's Compensation Act. Teachers receiving payment for claims under the Act shall be paid the difference between such payments and their normal daily rate of pay. Teachers shall have one day of sick leave deducted from accumulated sick days, or sick leave bank when appropriate, for each 5 days they receive benefits under this Section of the Agreement.
- 4.512 The Board recognizes the need to support and assist teachers with respect to the maintenance of discipline and control of participants in Board programs and Board sponsored activities and will directly involve the Association in developing and evaluating rules, regulations and enforcement policies and procedures to this end.
- 4.513 If any criminal charge or civil cause of action shall be brought against any teacher, by any party other than the Board or an employee of the Board, which arises out of such Teacher's performance of his employment, the Board agrees to reimburse such Teacher 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.
- 4.514 Teachers 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 4.513.
- 4.515 The Board shall reimburse teachers for any loss, damage or destruction of personal property, not including vehicles, not due to negligence on the part of the teacher, and not covered by other insurance, while the teacher 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 two hundred (\$200.00) dollars.
- 4.516 The private and personal life on any teacher 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.
- 4.517 No polygraph or lie detector device shall be used in any investigation of any teacher by school authorities.

4.600 Evaluation of Personnel

- 4.611 Probationary teachers shall be evaluated at least three times by the evaluator during the school year within the following limitations: During the 1st through the 6th week of the 1st semester;
- During the 10th through the 15th week of the first semester; and
- During the 2nd through the 5th week of the second semester.
- 4.612 Evaluations shall be conducted by a building principal or assistant principal or other administrator. Each evaluation shall be preceded by at least one observation made in person, by the evaluator, for a minimum of thirty consecutive minutes.
- 4.613 All evaluations shall be in writing with two copies provided to the probationary teacher within ten days of the observation. All evaluations shall include recommendations as to how the teaching performance of the teacher may be improved.
- 4.614 Each evaluation shall include the statement: "I have read this evaluation", and shall be signed by the probationary teacher and one copy returned to the administration.
- 4.615 All monitoring or observation of the classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- 4.616 In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. All evaluations of classroom performance shall be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association. Administrative criteria for evaluating teachers' professional conduct in circumstances other than the classroom shall be described in the Personnel Policies Handbook.
- 4.617 Any teacher who is not satisfied with his evaluation has recourse to the grievance procedure. Any teacher who becomes a grievant in matters of evaluation shall have access to all relevant material in his own personnel file, exclusive of recommendations written at the request of the teacher, unless specific permission is given by the writer.
- 4.618 The criteria for evaluation shall be developed by each of the advisory committees designated in Section 1.235 for use on that particular level. These criteria shall be available not later than January 25, 1971. These criteria must be approved by the Associate Superintendent for Instruction.

4.700 Academic Freedom

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

4.800 Reductions in Personnel

- 4.811 No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district.
- 4.812 In the event a reduction of staff is necessary the following order of lay off shall apply. Certification shall mean teacher certification as defined by the Michigan State Board of Education.
1. Probationary teachers with a BA and no previous experience.
 2. Probationary teachers with no previous experience and hours beyond the BA.
 3. Probationary teachers with no previous experience and an MA degree.
 4. Probationary teachers with a BA degree and previous experience in Districts other than Ann Arbor.
 5. Probationary teachers with hours beyond the BA and previous experience in Districts other than Ann Arbor.
 6. Probationary teachers with a Masters Degree and previous experience in Districts other than Ann Arbor.

7. Probationary teachers with a BA degree with experience in Ann Arbor.
8. Probationary teachers with hours beyond the BA with experience in Ann Arbor.
9. Probationary teachers with a Masters Degree with experience in Ann Arbor.
10. Tenure teachers shall be laid off on the basis of certification and seniority.
11. Personnel in positions which do not require teacher certification, shall be laid off on the basis of certification and/or seniority.

Tenure teachers, second and third probationary teachers and personnel positions which do not require teacher certification, shall be recalled in reverse order for any vacancies for which they are certified or meet State requirements for positions not requiring certification. Personnel shall be notified by certified mail, at the last known address, of vacancies for which they are eligible. Personnel shall have thirty (30) days to notify the Board of their intentions. Failure to respond within this time limit shall result in termination of all employment rights.

- 4.813 The following provisions shall apply to a necessary reduction in personnel:

No teacher shall be discharged or laid-off pursuant to a necessary reduction in personnel for any school year or portion thereof unless he has been given a written notification of said action and the opportunity for hearing before the School Board.

No lay-off of Probationary Teachers or Professional Staff without certification shall occur until thirty (30) calendar days from the date of notice. No lay-off of Tenure Teachers shall occur until sixty (60) days from the date of notice.

- 4.814 Upon return to service with the Ann Arbor Public Schools, tenure teachers who have been laid-off because of a necessary reduction in staff shall receive salary and fringe benefits as though they had been continuously employed.

5.000 TEACHER RESPONSIBILITIES

5.100 Professional Behavior

5.111 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. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

5.200 Cause for Discipline and Discharge

5.211 The Board shall demote or discharge any teacher only for reasonable and just cause, including, but not limited to, continued or repeated refusals to:

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;

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

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

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

5.300 Procedure for Teacher Discipline or Discharge

5.311 No teacher shall be demoted or discharged for conduct under this article unless such teacher has first been counselled with regard to the same by his principal, or other supervisory person.

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

5.313 No teacher shall be formally reprimanded or have any record of any reprimand added to his personnel file unless:

The Association and the teacher have been notified in writing of the specific complaint;

The teacher has been given opportunity and time to seek counsel of his choice;

The teacher has had one hearing at which the complaint is read and the teacher is allowed to respond;

The teacher has had a second hearing at which the reprimand is read as it will appear on the record.

- 5.314 The appropriate administrator shall inform a teacher that he may be represented by counsel of his choice at all hearings for disciplinary purposes. When request for such representation is made, no action shall be taken against the teacher until representation is provided. However, the time limit for providing such representation shall be no more than one (1) working day.
- 5.315 The appropriate administrator(s) may confer with teachers in order to investigate facts or allegations in cases that may result in disciplinary action.
- 5.316 Any disciplinary action imposed by the Board on any teacher may be processed as a grievance. If such action includes demotion or discharge, all of the provisions of the Michigan Teachers' Tenure Act covering teachers on continuing tenure (including charges, notice, hearing, determination and appeal to the State Tenure Commission) shall apply for all teachers. The grievance may be initiated 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.

6.000 PERSONNEL BENEFITS

6.100 Salaries

6.110 Salary Schedule

- 6.111 The regular basic salary schedule for all teachers for the term of this Agreement is attached hereto as Appendix IV.
- 6.112 Prior service with the Board, and service by any teacher in any school, library or recreational program of another organization, in a position for which, in Board programs, a certificate is a requirement as herein provided shall be recognized by the Board up to maximum, and government service in the National Teaching Corps, Peace Corps, VISTA, or Military Service shall be recognized by the Board up to three years, in determining such teacher's position on the salary schedule. The Board may also recognize other professional, government, or business experience, provided such experience is directly related to the Teacher's assignment and 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), beginning each July 1. Recognition of such service may occur at any time, but no such recognition shall result in back pay for teaching service in the Ann Arbor School System before the request for recognition of outside service was submitted. Sick leave credits accumulated by any teacher during previous employment with the Board, determined from the records of the Board, shall be recognized upon reemployment as a teacher by the Board.
- 6.113 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.

6.120 Supplementary Pay

- 6.121 The Board shall pay to teachers, in addition to all other pay, index (or percentage) pay, for fulfilling the assignments listed in Appendix V.
- 6.122 Teachers 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 remaining.

6.130 Computation and Methods of Payment

6.131 Teachers may choose one of the following options for pay:

Twenty-two pays

Twenty-six pays.

6.132 All teachers 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 VI.

Teachers not having made the choice of option by the above deadline shall be automatically placed on the twenty-six pay schedule.

6.133 Teachers may have all pays deposited directly by the Board into their accounts at any Ann Arbor bank, or the AAASCUS Credit Union. If teachers elect to have payroll checks deposited in a bank, they must specify one account. No changes in this election may be made for the period of that individual contract.

6.134 Upon receipt of a diploma, transcript, and/or other official statement from the granting institution, the Board shall adjust a teacher's salary to the appropriate salary schedule effective the date of completion of such work. Retroactive adjustment shall be made if necessary for a period not to exceed one semester unless the teacher has been initially misplaced on the salary schedule.

6.135 All teachers hired for two-fifths time (40%) or more shall receive all benefits on the same basis as full-time teachers (salary shall be prorated). Teachers hired for less than two-fifths time (40%) shall receive no benefits except sick leave on a prorated basis.

6.136 When daily pay rate must be determined, it is equal to the contractual pay divided by the number of days contracted for in the individual contract with the Board.

6.137 All deductions from teachers' salaries shall be listed separately on the employees statement of earnings issued each pay period when practicable.

6.138 Teachers shall receive payment for short term (less than one-half semester) extra-duty work in a lump sum in the next pay period after completion of the assignment. Other extra-duty assignment supplementary pay shall be pro-rated over the period of employment.

6.139 Teachers hired for production work shall receive money and/or released time in amounts specified in Appendix X.

6.140 Terminal Leave Pay

6.141 Terminal leave pay shall be granted to any teacher 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 contractual salary paid by the Board to that teacher times the number of full-time equivalent years that teacher has been employed by the Board as a teacher, subject to the following conditions:

6.142 To be eligible for terminal leave pay, a teacher must have been employed as a teacher by the Board for a minimum of five (5) of the six (6) years (or at least one semester per year for ten (10) of the eleven (11) 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, shall be counted in determining years or semesters of employment.

6.143 Terminal leave pay shall be paid in full to an eligible teacher upon retirement or to his beneficiary named in writing to the Board, or in default thereof to his estate, upon his death. A teacher on a paid leave of absence with a contractual obligation to return to the Ann Arbor Public Schools shall be considered as under contract.

6.200 Fringe Benefits

6.210 Insurance Programs

6.211 The Board shall provide for all teachers, year-round, full family hospital-surgical coverage with MESSA Super-Med at rates established as of August 15, 1970.

Any rate increase between August 15, 1970 and August 15, 1971 shall be paid by teachers through payroll deduction.

6.212 For teachers not choosing the hospital-surgical insurance option, the Board shall contribute a maximum of twelve (\$12.00) dollars per month for twelve months to pay for a Full Family Dental Plan with MESSA.

6.213 The Board shall provide year-round group life insurance protection with A.D. and D. and waiver of premium in the amounts as specified:

for those electing MESSA Super-Med - \$5,000 Additional
for those not electing hospitalization-surgical insurance - \$10,000.

6.214 For teachers new to the school system, all insurance coverage shall be effective September 1, 1970.

6.220 Health Services

6.221 Teachers 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.

6.222 The Board shall organize and provide all tests, including x-ray, required of teachers by state law for the detection of tuberculosis. No more than one hundred-fifty (150) teachers shall be scheduled for any one hour period. All teachers shall receive written notification of the location, date and time of the tuberculin clinic at least one week prior to such clinic. The Board shall bear the cost of such tests including physicians fees and cost of materials.

6.300 Leaves of Absence

6.310 Sick Leave

6.311 The purpose of the following provisions is to permit teachers, 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.

- 6.312 Each teacher 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.
- 6.313 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 teacher (pro-rated for part-time teachers):

<u>Days Credit/Month of 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 teacher's regular employment period.

- 6.314 For the Summer School Session, the Board shall provide one (1) day of sick leave credit for each full-time teacher (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.
- 6.315 At the beginning of each regular school year, the Board shall donate a number of days equal to the number of teachers, pro-rated for part-time teachers, 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. Teachers 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.
- 6.316 In the event the Common Sick Leave Bank becomes depleted, a teacher may receive additional sick leave credits through the Common Bank as a result of contributions from teachers who have accumulated 100 or more individual sick leave credits. Contributors may add up to ten (10) days of their accumulated sick leave credits to the Common Bank in this circumstance.

6.320 Personal Leave Days

- 6.321 Each teacher 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 teacher planning to use a personal leave day shall notify his appropriate Principal or Director or Department Head by noon of the

preceding day and ascertain that his absence will be covered by a substitute or other arrangement, except in case of emergency. Teachers shall not be asked to explain the reason for any request for a personal leave day.

- 6.322 Teachers shall not be granted a personal leave day on a day immediately before or after a Holiday, vacation period or during the first or last week of the school year except in cases of provable emergency. The Assistant Superintendent for Personnel may require a physician's report for the use of a sick day on any of the days described in this provision.
- 6.323 Subject to the conditions of notification, above, each teacher shall be entitled, upon request, to two (2) leave days per school year, in addition to personal leave days, for the observance of religious holidays.
- 6.324 The Assistant Superintendent for Personnel may grant additional personal leave days without pay on an individual and emergency basis at his discretion.
- 6.325 Personal leave days or religious holidays taken by any teacher shall not be charged against or deducted from his regular accumulated sick leave days of credit.

6.330 Sabbatical Leave

- 6.331 The Board shall provide sabbatical leaves with pay in accordance with the policy set forth in Appendix VII attached hereto.
- 6.332 Applications for Sabbatical Leaves shall be made in accordance with the provisions of Section 6.392 of this Agreement.
- 6.333 The number of Sabbatical Leaves available to Personnel in any school year shall be equal to one and one-half percent (1 1/2%) of the total number of full-time equivalent teachers employed by the Board as of February 1 preceding such school year.

6.340 Foreign and Domestic Exchange

- 6.341 The parties encourage foreign exchange of teachers through the U.S. Office of Education and domestic exchange through professional, school and state organizations. Accordingly, the Board will approve, subject to conditions hereinafter stated, such exchanges provided:

the outgoing teacher is on tenure

the incoming exchangee is qualified for an available position
and

the exchange is for one full school semester or year.

Teachers leaving on an approved exchange shall receive the same salary and other benefits, during the exchange, as they would have received had they remained in the Ann Arbor Public School.

6.350 Governmental or Professional Association Service

- 6.351 The Board will approve a leave of absence for any teacher on tenure, without pay or other benefits for:

Up to two (2) full 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

Up to one (1) full school year for full time service with any educational, library or recreational association of recognized professional standing.

Teachers 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.

- 6.352 Any teacher 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. Meetings designed primarily for professional negotiations or contract enforcement shall not be included. Such teacher's work schedule will be adjusted, to the extent practicable, to accommodate such absences.
- 6.353 The Board will approve a leave of absence for any teacher 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.

6.360 Jury Duty

6.361 Teachers 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. The Board shall pay Teachers selected for jury duty the difference between the money received for jury duty and the Teacher's normal daily rate of pay.

6.370 Maternity Leave

6.371 Any tenure teacher will upon reasonable notice, be granted maternity leave by the Board because of pregnancy or adoption of a child.

6.372 No female teacher may continue employment after the sixth month of pregnancy without a favorable medical report from a qualified physician filed with and subsequent permission from the Assistant Superintendent for Personnel. Failure to comply with this provision shall serve as the basis for immediate placement of a Tenure Teacher on maternity leave.

6.373 A tenure teacher 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 weeks, thereafter, provided she submits a favorable medical report from a qualified physician.

6.380 Other Leaves

6.381 The Board will approve a leave of absence for any teacher on tenure without pay or other benefits, provided the leave: is for one full school semester or year and is for such reasons as health, study, travel or work experience that will be of real benefit to both the teacher and the Board. The Board may extend such leave for an additional school year in accordance with the Michigan Tenure Act. Teachers 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.

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

6.390 Conditions to Certain Leaves

- 6.391 Leave of Absence applied for pursuant to Sections 6.341, 6.351, 6.381, and 6.382 above shall be subject to the following conditions:
- 6.392 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 to:
- arrange for an appropriately qualified replacement for the departing teacher
- and
- evaluate the application if made pursuant to Sections 6.330, 6.381 and 6.382 above.
- 6.393 Each teacher on an approved leave shall notify the Board at least sixty (60) days prior to the beginning of the semester following expiration of the leave, if he intends to return to employment with the Board upon such expiration.
- 6.394 The Board may limit the number of leaves granted to any individual teacher over time, or to all teachers at any one time to a reasonable number in all circumstance, but otherwise the granting of any leave shall not prejudice the recipient's status with respect to any other leave.

6.400 Continuing Education

6.410 Teachers and Board Sponsored Programs

- 6.411 Any teacher may enroll on a non-fee basis in any one established course of his choice per year offered by or through the Board's adult evening school. The teacher shall, however, pay any charges for material consumed.
- 6.412 When interest is expressed by enough teachers to fill one section of twelve (12) of a new course offering, such courses will be established by the Board in its adult evening school when practicable.

6.500 Professional Educational Conferences

6.510 Budget

- 6.511 The Board shall provide an annual budget allocation for the reimbursement, in whole or in part, of the reasonable travel, board and room expenses, and conference fees (exclusive of individual memberships) of teachers attending professional educational conferences.

6.520 Selection of Conferences and Disbursement of Funds

6.521 Criteria for selection of conferences and disbursing of funds shall be jointly determined by representatives of the Board and the Association.

6.522 Teachers requested by the Board to attend educational conferences shall be fully reimbursed for such expenses.

7.000 PERSONNEL CONDITIONS OF WORK

7.100 Teaching Assignments

7.110 Certification

- 7.111 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.
- 7.112 A teacher whose provisional certificate expires before he completes the required academic hours for permanent certification, if reemployed by the Board, shall remain on the step of the salary schedule attained the previous year until such time as the requirement is met. The Board shall notify all teachers holding provisional certificates of the expiration date of their certificate one year in advance of that expiration date.
- 7.113 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.

7.120 Notification of Assignment

- 7.121 All teachers 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 shall include the school and grade or level.

7.130 Special Conditions and Assignments

- 7.131 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 demands upon teachers. Teachers who believe that such students are assigned to their classrooms shall present evidence to the principal and other appropriate building personnel. Immediate action shall be taken to discover the physical, mental or emotional problem. All personnel involved with the student shall be informed of the results of this examination. When such children are identified, all resources at the disposal of the school including, but not limited to modification of schedule or transfer to different teacher, shall be utilized. If these efforts do not produce the desired effect, a written summary describing the problem and efforts made toward its solution shall be submitted to the Pupil Personnel Department for further action.

- 7.132 The Board shall maintain a system-wide ratio of helping teachers at no less than 1: 750 elementary students.
- 7.133 The Board shall employ a School-Court Representative to assist School Social Workers and Counselors when a student becomes involved with the courts.
- 7.134 The Board shall provide a full-time consultant in the area of learning disabilities for teachers of children with learning disabilities.

7.140 Class Size

- 7.141 At the elementary school level, the number of full time teachers assigned to a building for regular classroom purposes may not exceed one (1) teacher to every twenty-six (26) students except for special category schools where the assignment shall not exceed one (1) teacher to every twenty-two (22) students.

Special program teachers shall be assigned to a building on a ratio to classroom teachers equalized on a systemwide basis.

Supportive staff of helping teachers, teacher aides, reading consultants, special service staff of social workers, speech correctionists, diagnosticians and nurses will be provided to supplement regular classroom programs on the basis of pupil ratios established in the appropriate sections of this Agreement. Assignment will be made on the basis of need as defined by the categorization of schools.

- 7.142 Whenever the total building population increases by twenty-six (26) students or a major fraction thereof or twenty-two (22), or a major fraction thereof, in the special category schools an additional full time classroom teacher shall be assigned to that building. The building principal and the professional staff may jointly decide to add two (2) full time teacher aides in lieu of the full time classroom teacher.
- 7.143 A proposal for teacher distribution shall be developed jointly by the Building Professional Staff and the Building Principal and approved by the Building Principal. The Assistant Superintendent for Instruction shall be responsible for furnishing copies of approved elementary school staffing to the Association.

- 7.144 Class size in the elementary schools shall not exceed the pupil-teacher ratio by more than five (5) students for normal classroom instruction, unless, in that building it should be determined to use teacher aides and the teacher in the classroom so affected agrees to the increase and receives direct assistance from teacher aides. This does not include experimental, innovative or team teaching situations that have been jointly decided upon by the building professional staff and the building principal and approved by the building principal and which may result in instructional groups of varying size for portions of the school day.
- 7.145 For the 1970-71 school year, special category schools shall be identified by criteria including, but not limited to:
- Identified behavioral problems
 - Peer acceptance
 - Identified home problems
 - Rates of absenteeism
 - Levels of academic achievement
 - Physical handicaps

These criteria will be examined during the 1970-71 school year and are subject to change during the 1971-72 school year.

- 7.146 At the Junior High School Level, class size limits shall be:

Art-----	29	Speech-----	29
Foreign Language-----	29	Unified Studies-----	30
Science-----	29	Physical Education-----	45
Social Studies-----	32	Swimming-----	35
English--2 Level-----	20	General Music-----	40
--3 Level-----	25	Business Education-----	30
--4 Level-----	30	Home Economics-----	28
		Industrial Arts-----	27

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

Math--2 Level-----	20
--3 Level-----	25
--4 Level-----	30
--9 Level-----	35

Class sizes within the limitations prescribed above should be determined by the nature of the program and the learning stations available.

- 7.147 At the Senior High School Level, class size limits shall be:
All classes with a code whose middle digit is "2" or higher 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

32

All classes with a code whose middle digit is "0" 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
Vocational Drafting
Piano
Photography
Voice
Woodshop
Graphic Arts
Industrial Processing

28

All classes of the following courses have the specific limits following the title

Physical Education classes-----	50
Beginning Swimming-----	30
Intermediate and Advanced Swimming-----	35
Lifesaving and Water Safety-----	25
Driver's Education-----	40
Typing-----	40
Music Appreciation-----	40
Humanities Lectures-----	90
Seminars-----	25
Personalized Curriculum Program--	15
Basic Education-----	18

All classes of C.O.T., Band, Choir, and Orchestra as determined by the facilities available within the range of 50 - 150.

Class sizes within the limitations prescribed above should be determined by the nature of the program and the learning stations available.

- 7.148 In the event class size maximums are exceeded in the Junior or Senior High Schools, teachers shall be paid at the rate of \$40.00 per class per semester for each student above the maximum. Class size shall be determined by the number of students enrolled in each class on the ninth Friday of each semester. Payment for overload shall be made on or before the pay period nearest the end of each semester.

7.200 School Calendar, School Day and School Meetings

7.210 School Year and School Day

- 7.211 The regular school year and calendar for 1970-71 shall be set forth in Appendix VI.
- 7.212 New Teachers or teachers 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. Individual contracts shall include orientation days.
- 7.213 Teachers 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 for each day such assistance is given they shall be reimbursed at their regular daily rate of pay based on the succeeding year's individual contractual salary. Teachers 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 teacher whose assistance is required during both morning and afternoon sessions for any time period shall be reimbursed for the full day.

- 7.214 Junior High School Counselors, all Social Workers, and the Attendance Court Liaison Agent shall have a regular school year five (5) days longer and Senior High School Counselors and the Compensatory Programs Counselor shall have a regular school year fifteen (15) days longer than classroom teachers, such extra days to be put in during the summer at times mutually agreeable to them and their respective administrators. All of the above mentioned teachers and Diagnosticians shall be guaranteed released time equivalent to released time for classroom teachers in the buildings in which they work.
- 7.215 Teachers who attend Band Camp shall be reimbursed at their regular daily rate of pay based upon their 1970-71 individual contract.
- 7.216 The regular school day for 1970-71 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 7.217.
- 7.217 All teachers assigned to a school building on a full-time basis shall be required to be in the building not more than twenty (20) minutes (fifteen (15) at the secondary level) prior to the beginning of the morning session and fifteen (15) minutes (twenty (20) minutes at the secondary level) after the end of the afternoon session, and, at the elementary level, not more than fifteen (15) minutes prior to the beginning of the afternoon session.
- For the 1970-71 school year teachers at the junior high schools, on the staggered schedule, shall be required to be in the building not more than five (5) minutes prior to the beginning of the morning session and five (5) minutes after the end of the afternoon session.
- Junior high school teachers in schools with split schedules shall not be assigned to a building for more than eight (8) consecutive class periods, including lunch and shall adhere to the time before and after regular sessions specified above.
- 7.218 Teachers at the secondary level shall have lunch periods in accordance with the daily schedules appearing in Appendix VI.
- 7.219 Absences of up to one full working day caused by accidents and up to one half working day for 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 teacher has notified his appropriate building principal or administrative head as soon as reasonably possible.

7.220 School Meetings

- 7.221 One regular school day each week for teachers shall be extended for building, departmental and Association meetings if such are scheduled; provided that meetings shall be limited to four (4) per month for any one teacher. The third Wednesday of each month shall be reserved for the Association, but if not scheduled by the Association, may be used by the Board for other purposes. Individual building principals and Association Area Representatives may submit proposals to the Board and Association negotiating teams for alterations in this arrangement. Emergency meetings may be called to discuss problems of an immediate nature. In every such instance, the Association Area Representative shall be consulted regarding the appropriateness of such a meeting. The administration will give as much prior notice as possible, based on the nature of the emergency. The dates of regular 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. Teachers 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.
- 7.222 The Representative of the Association and other appropriate faculty members shall meet with the 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.
- 7.223 Teachers may be required to attend meetings of building parent-teacher organization, but only if their active participation therein is scheduled.
- 7.224 At least two elementary in-service meetings per year per grade shall be scheduled in lieu of regular building staff meetings. Such meeting dates shall be jointly determined by the Association and the Administration. Each in-service committee will work jointly with the Administration to determine the content of these meetings.

7.300 Workload

7.310 Workload Changes

- 7.311 Prior to any change in organization, schedule, or designation of classes, which would affect class size, workload, or duties, the Administration shall meet with the Association and negotiate these changes.

- 7.312 The out-of-class work load of teachers of Advance Placement courses shall not differ from that of teachers of other classes.

7.320 Elementary Schools Workload

- 7.321 All first grade classes for the first ten (10) days of the school year, shall be divided so that each pupil attends either the morning or the afternoon session only.
- 7.322 In Kindergarten, at the beginning of the school year, all children shall attend only half-time for the first two weeks of attendance.
- 7.323 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 agree is appropriate.
- 7.324 The length of the school day for special subject area teachers shall not exceed five and one-half (5 1/2) clock hours excluding lunch time, and the times specified in Section 7.217. All released time and travel time referred to in this Agreement shall be scheduled during the five and one-half (5 1/2) hour school day.
- 7.325 The specialists in FLES, instrumental and vocal music, physical education and art shall prepare any evaluations of progress of pupils in those subjects taught by them.

7.330 Elementary School Released Time

- 7.331 All elementary teachers shall have the equivalent of at least 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).
- 7.332 All elementary school teachers shall have not less than twenty (20) minutes of released time per day. Absence of special subject area teachers shall not result in loss of this released time.
- 7.333 Regular classroom teachers may be released from all art, foreign language, vocal music, physical education and library periods (except for larger group chorus periods).
- 7.334 A ratio of one (1) teacher to 2 or 3 classes may be arranged during recess periods, weather or space permitting.

- 7.335 Instrumental and vocal music teachers shall receive thirty (30) minutes released time per half-day, not including travel time; each instrumental music teacher-in-charge in each building shall receive an additional thirty (30) consecutive minutes released time per week.
- 7.336 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.
- 7.337 Elementary art teachers shall receive fifty (50) consecutive minutes released time per week per assigned full-size elementary school building and ten (10) consecutive minutes time between each teaching assignment.
- 7.338 Physical education teachers shall receive twenty (20) consecutive minutes released time per half day, not including travel time.
- 7.339 Elementary FLES teachers shall receive twenty (20) consecutive minutes released time per half-day.

7.340 Elementary Clerical Assistance

- 7.341 Each elementary school shall have the equivalent of twenty-nine (29) hours per year of teacher-clerk assistance for each teacher assigned to that building on a full or part-time basis.

7.350 Secondary Level Workload

- 7.351 The assigned daily workload of all Senior High School teachers shall not exceed the time equivalent of five (5) teaching assignments regardless of the length of the class periods or number of periods in a school day. Study hall shall be considered a teaching assignment. Any teaching assignment may be replaced with a non-teaching assignment.
- 7.352 The assigned daily workload for Junior High teachers shall not exceed the time equivalent of five and one-half (5 1/2) assignments except that assignment to a 25 minute lunch duty shall be considered as half an assignment. Teachers in Physical Education, Music, and Business Education may be given a sixth assignment, in their department in lieu of the one-half period assignment.
- 7.353 Lunch supervisors shall be selected from volunteers whenever possible. Lunch supervision, hall supervision and other supervision assignments shall be on a time equivalent basis in relation to teaching assignments.

- 7.354 Building Department Chairmen shall work with the principal to schedule classes and teachers.
- 7.355 An individual teacher should not have more than three (3) assignments in a row. An assignment is defined as any class or duty to which a teacher is assigned.
- 7.356 Classes should be scheduled into rooms with proper facilities.
- 7.357 "Traveling" teachers should be scheduled into the same rooms for the same preparations.
- 7.358 No teacher should have more than three (3) preparations.
- 7.359 Department chairmen shall be required to observe classes only when released time is provided for that purpose.

7.360 Secondary Level Released Time

- 7.361 All Senior High School teacher required time in the building beyond the time equivalent of five (5) teaching assignments shall be released time.
- 7.362 All Junior High teacher required time in the building beyond the time equivalents designated in 7.352 shall be released time.
- 7.363 All first year members of a team teaching team shall be given one hour of released time.

7.370 Secondary Level Clerical Assistance

- 7.371 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.

7.400 Workload, Conditions and Benefits for Special Areas

7.410 School Librarians

- 7.411 The Board shall employ one media specialist who works directly with students for each 650 students or major fraction thereof.
- 7.412 School librarians shall have released time equivalent to that of classroom teachers in their respective buildings. Provisions shall be made for the librarian to leave the media or learning resource center during released time.

- 7.413 The Board shall provide library clerks in Elementary Schools at the level of 1969-70 school year; a ratio of 1: each 2 professional media specialists in each building at the Junior High level and at the Senior High level 1: each professional media specialist.
- 7.414 The media specialist in each building shall be provided with office space, equipped with desks, filing cabinets, and typewriter.
- 7.415 All materials for all schools shall be classified, cataloged and processed in a central cataloging center under the supervision and leadership of the Director of Instructional Media.
- 7.416 When an entire class is sent to the media center outside of regularly scheduled periods, the teacher shall remain in the center with the students for the purpose of consultation, supervision, reading guidance and relating library activities to the curriculum.
- 7.417 In secondary schools where the media specialist has responsibilities and duties the same as a building department chairman, the head of the media program shall receive supplementary pay and released time equivalent to that of the chairman of a subject department.
- 7.420 Public Librarians
- 7.421 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 teachers under the Michigan Tenure Act as amended.
- 7.422 The Public Librarian's work week shall consist of forty (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.
- 7.423 Public Librarians shall be employed on a twelve (12) month basis with the following paid holidays off: Independence Day, Christmas, Labor Day, Memorial Day, Thanksgiving, and New Year's Day.

- 7.424 Public Librarians shall earn paid vacation days at the rate of two (2) days per month of employment up to a maximum of twenty-four (24) days per year and cumulative to forty-eight (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.
- 7.425 Salaries for Public Librarians shall be based on the same schedule as for other teachers, multiplied by 110%.
- 7.426 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.
- 7.427 All of the other provisions of this Agreement shall apply to Public Librarians except those in conflict with the provisions of this Section 7.420.
- 7.430 Speech Therapists
- 7.431 The assigned workload for speech therapists shall not be less than seventy-five (75) nor more than one hundred (100) cases, including non-public school students.
- 7.440 School Nurses
- 7.441 The Board shall maintain the system-wide ratio of school nurses to public school students at a minimum of one for each 2800 students or major fraction thereof.
- 7.442 The Board shall maintain secretarial help at the Pupil Personnel Office for nurses at no less than twenty (20) hours each week. Adequate clerical help shall be provided the school nurse in each building to which she is assigned. A secretary shall be provided at each secondary building.
- 7.450 Diagnosticians and School Psychologists
- 7.451 The Board shall employ Diagnosticians in a system-wide ratio of 1: 4000 public school students, or major fraction thereof.
- 7.452 The Board will employ qualified students or other persons, on an hourly basis, to assist the diagnosticians up to a maximum total expenditure of \$1,500/year.
- 7.460 Social Workers
- 4.461 The Board shall employ Social Workers in a system-wide ratio of 1: 1800 public school students or major fraction thereof.

7.462 The Board shall provide one full-time clerk-typist at the Pupil Personnel Office for Social Workers. Adequate clerical help shall be provided for the School Social Worker in each building to which he is assigned.

7.470 Type A Special Education

7.471 In elementary schools, the assigned daily workload 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.

7.472 The total enrollment in any Type A Special Education program shall not exceed a pupil-teacher ratio of 15:1.

7.473 Elementary students in Type A Special Education programs shall start school on the Monday after school starts for regular students.

7.480 Teachers of the Emotionally Disturbed

7.481 For teachers of the Emotionally Disturbed, class size shall not exceed eight (8) students.

7.490 Secondary Guidance

7.491 The normally assigned workload of Secondary Counselors shall be 1:300 counselees, and in no event shall any counselor be assigned more than 350 counselees.

7.492 The Board shall provide a full-time secretary for the use of the guidance personnel for each class in each high school.

7.493 In each Junior High, the Board shall provide one full-time secretary for the use of the guidance personnel.

7.500 Educational Materials, Equipment and Facilities

7.510 Each Building

7.511 The Board shall make every reasonable effort to provide in each school building for use by teachers for school related purposes:

A telephone for each thirty full or part-time teachers, privately located.

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 and at each elementary building, a primary typewriter.

Instructional material or material for work assigned by the Board to a teacher need not be submitted by any teacher to his school's administrative staff prior to production thereof on such typewriter or duplicating equipment.

A health room with at least one standard cot, a desk, file, first aid equipment, a sink and conference room, as well as access to a phone.

Staff lunchroom and lavatory and lounge facilities adequate for the entire staff.

Adequate storage space for each teacher.

Adequate parking space for each teacher regularly assigned to the building.

Adequate preparation and work space for each teacher.

Adequate office space for each department chairman.

7.520 Educational Materials and Equipment

7.521 The Board shall make every reasonable effort to furnish each teacher responsible for the education of children with adequate and suitable materials and supplies for programs he is expected to conduct.

7.552 Teachers may, with the principal's approval, borrow entrance keys for short term access to a building for work at times other than the regular school day.

7.530 Physical Plant

7.531 The Board shall make every reasonable effort to insure that all rooms in which teachers are expected to perform their duties shall be suited to the functions expected of the programs involved, and shall be adequately heated, ventilated and soundproofed, contain adequate storage space, lighting, plumbing and other facilities as may be needed for the task to be performed.

7.532 The Board shall provide other facilities and equipment for which programs and standards or specifications are defined or developed in this Agreement.

7.600 Evaluation of Students

7.610 Elementary

7.611 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 the equivalent of five (5) days and four (4) days, respectively. One such equivalent day the first semester shall be reserved for preparation of written reports in addition to the day specified in 7.331. 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.

7.620 Secondary

7.621 Teachers will report pupil achievement to parents two (2) times each semester, and will provide additional reports at two (2) scheduled interim periods per semester for all students whose achievement is unsatisfactory.

7.700 Travel Provisions for Itinerant Personnel

7.710 Travel Time

7.711 Adequate and appropriate time shall be allowed for all teachers whose assignment requires travel to and between buildings. Such travel time is not to be considered part of the regular released time or lunch period.

7.720 Use of Personal Automobile

7.721 Teachers 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 teacher, the department chairman of such teacher and the Director of Pupil Personnel where appropriate.

- 7.722 Teachers shall be reimbursed for travel at the rate of twelve (12) cents per mile.
- 7.723 Teachers who by the nature of their job must use their own automobiles to transport children shall receive adequate liability coverage provided by the Board. The Board shall not be liable for losses covered by insurance carried by the teacher or losses due to negligence on the part of the teacher.

7.800 Substitutes for Teachers

7.810 Substitute List

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

7.900 Transfers, Vacancies, Promotions and Internships

7.910 Transfers

- 7.911 Involuntary transfers shall be avoided whenever possible.
- 7.912 Teachers who will be affected by a transfer in assignment will be notified and consulted by principal or appropriate department head as soon as possible.
- 7.913 Probationary elementary teachers shall not be assigned to a different grade level after the beginning of the school year unless the teacher requests or agrees to such change.
- 7.914 Any teacher who shall be transferred from a position as a teacher and shall later return to a position as a teacher shall be entitled to such rights and benefits as would have accrued under this Agreement had he remained a teacher.

7.920 Posting Procedure

- 7.921 Whenever any position in the district becomes vacant, or is 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 teacher 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 position becomes vacant or is 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.

7.930 Application Procedure

- 7.931 Any teacher may apply for any vacant 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 other relevant factors such as any adverse effect on Board programs as a result of the teacher's leaving his present position.
- 7.932 Upon receipt of the application for a vacant position, the Director of Personnel will forward a written acknowledgement and a job description for the vacant position. Once a selection has been made, each candidate shall be notified of this action. The candidate then has the right to a conference with the Assistant Superintendent for Personnel to discuss the reasons for his rejection.
- 7.933 If any teacher wishes to reapply for a vacant position, he may bring his current application up-to-date rather than resubmitting a completely new application.

7.940 Administrative Internships

- 7.941 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 7.931.
- 7.942 The Board shall notify the Association as internships are established. Any teacher may apply for any available internship and all applicants shall receive due consideration the criteria outlined in Section 7.931.
- 7.943 Internships may be on a full or part-time basis, for such period or time as may be reasonably appropriate and may be combined with teaching or other work normally assigned Personnel. Interns shall be paid their regular salary that they would have received had they remained in their former positions.

8.000 SUMMER SCHOOL

8.100 Calendar

8.111 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.

8.200 Workload

8.211 The Summer School day for teachers shall consist of four (4) periods of fifty-five (55) minutes each except behind the wheel training in driver education which shall be on an hourly basis.

8.300 Selection of Teachers

8.311 Teachers in Summer School shall be properly certified.

8.312 Selection of Summer School teachers shall be made according to the following criteria:

Preference shall be given to teachers who, during the regular school year, are classroom teachers having tenure in Ann Arbor and are teaching in the area for which they request Summer School employment. Second choice shall go to non-tenure teachers fulfilling the criteria in the preceding paragraph. Third choice shall be from classroom teachers who are not teaching in the area for which they are requesting Summer School employment, but for which they are qualified. Fourth choice shall be from certified and qualified personnel who are not classroom teachers.

8.400 Compensation

8.411 Compensation for Summer School teaching, excluding behind the wheel training in Driver Education, shall be twelve percent (12%) of the individual teacher's contractual base salary of the immediately preceding school year. Teachers teaching less than four periods shall receive pro-rated compensation based on the above formula.

8.412 Teachers of Behind the Wheel Driver Education shall receive the same supplementary pay as during the school year for after school teaching. These amounts are set forth in Appendix V.

8.500 General Provisions for Summer School

8.511 All other provisions in this Agreement shall apply to Summer School teachers except those in conflict with this Article, 8.000.

9.000 THE MASTER AGREEMENT

- 9.111 This Agreement shall become effective as of August 16, 1970, it being understood that Section 6.100 hereof shall apply only to work performed by a teacher that constituted fulfillment of his 1970-71 assignment, provided this Agreement is ratified a reasonable time after July 1, on behalf on both parties, as provided in Section 1.210 hereof and is executed by the appropriate officers of both parties. Any retroactive pay due any Personnel shall be paid in a lump sum within thirty (30) days after such ratification and execution.
- 9.112 Any individual contract between the Board and individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. Appendix IX contains an example of the individual contract.
- 9.113 All Board policies affecting Professional Personnel shall be compiled in a handbook of operating procedures, and distributed to all teachers by the first day of orientation of the 1970-71 school year and succeeding years. Revisions of policy shall be distributed to all teachers as soon as possible and shall be adenda to the operating procedures.
- 9.114 It is agreed that existing Board Policy, appropriate to the terms of this Agreement, shall continue in effect, but this Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 9.115 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.
- 9.116 Copies of this Agreement shall be printed at the expense of the Board and presented to the Association, all teachers now employed and those hereafter employed by the Board.
- 9.117 The Ann Arbor Education Association shall not engage in, sanction, or conduct any work stoppage or other concerted action in violation of the terms and conditions of this Agreement during the duration of this Agreement.

9.118 This Agreement, when effective, shall govern relations between the parties until midnight August 15, 1971 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. This Agreement may not be reopened in whole or in part during its term except by the mutual consent of the parties.

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

Dr. Harold J. Lockett, President

Dr. W. Scott Westerman, Superintendent

Dr. Richard C. Creal, Secretary/
Negotiator

Thomas W. Hill, Chief Negotiator

Dr. Sam M. Sniderman, Associate
Superintendent for Instruction

Stanley Zubel, Assistant Superintendent
for Personnel

Harold J. Lockett

W. Scott Westerman, Jr.

Richard C. Creal

Thomas W. Hill

Sam M. Sniderman

Stanley Zubel

Ann Arbor Education Association

Albert Chaffee, President

Herman D. Healy, Chief Negotiator

T. Anne Enderby, President-Elect/
Negotiator

David H. Harrell, Negotiator

Donald C. Chalfant, Negotiator

James A. Scheu, Executive Director

Albert Chaffee

Herman D. Healy

T. Anne Enderby

David H. Harrell

Donald C. Chalfant

James A. Scheu

APPENDIX I

Group A

Classroom Teachers
 Reading Correctionists
 Speech Correctionists
 Certified Pre-school Teachers
 Helping Teachers
 Teacher Consultants
 Learning Disabilities Consultants
 Outdoor Education Consultants
 Practical Nurses Program Instructors
 Summer School Teachers
 School Nurses
 School Social Workers
 Diagnosticians
 Counselors
 Class Advisors
 Compensatory Programs Counselor
 Ombudsmen
 COT Coordinators
 School Librarians
 Media Specialists
 Public Librarians
 Head Librarians
 Cluster Leaders
 Department Chairmen
 Chairman of Interscholastic Athletics
 Attendance-Court Liaison Agent

Group B

Superintendent
 Associate Superintendents
 Assistant Superintendents
 Human Relations Ombudsmen
 Director of Personnel Administration
 Director of Employee Relations
 Director of Operations
 Director of Elementary Education
 Assistant for Instructional Services
 Director of Pupil Personnel
 Assistant Director of Pupil Personnel
 Director of Public Library
 Director of Instructional Media
 Director of Governmental Relations
 Director of Compensatory Programs
 Director of Research
 Research Consultant
 Assistant in Research
 Planner-Expediter
 Assistant to the Planner-Expediter
 Purchasing Agent
 Director of Recreational Programs
 Assistant Director of Recreational Programs
 Senior Citizens Specialist
 Cultural Arts Specialist
 Director of Continuing Education
 Director of Practical Nurses Program
 Assistant Director of Continuing Education
 Director of Vocational Education
 Director of Informational Systems
 Coordinators
 City Department Chairmen
 Principals
 Assistant Principals
 Class Principals
 Comptroller
 Elementary and Secondary Administrative Assistants
 Compensatory Programs Tutorial Counselor

APPENDIX IIA
GRIEVANCE REPORT FORM

STEP I

Grievance # _____ Ann Arbor School District

Distribution of Form: 1. _____
2. Director of Personnel _____

3. Association
4. Grievant

Building	Assignment	Name of Grievant	Date Filed	Approved for Processing By
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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.

Signature of Grievant: _____

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

(Violation of Master Agreement: Section(s) # _____)

2. Relief Sought _____

Signature: _____ Date _____

C. Disposition by _____

Signature: _____ Date _____

D. Position of Grievant and/or Association _____

Signature: _____ Date _____

If additional space is needed use reverse side.

This copy to be returned to Grievant following disposition.

APPENDIX IIB
GRIEVANCE REPORT FORM

STEP II

Grievance # _____ Ann Arbor School District

Distribution: Superintendent of Schools (gray) Association
Director of Personnel Grievant

The Ann Arbor Education Association finds the disposition of this grievance at the preceding step to be unsatisfactory for the following reasons:

and herewith appeals the grievance to the Superintendent of Schools.

Signature _____ Date _____

Disposition by: _____

Signature _____ Date _____

Position of Grievant and/or Association: _____

Signature _____ Date _____

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, nor 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 judgment, 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 judgment 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 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.
6. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
7. Shall not delegate assigned tasks to unqualified personnel.
8. Shall permit no commercial exploitation of his professional positions.
9. Shall use time granted for the purpose for which it is intended.

APPENDIX IV
SALARY SCHEDULE
1970-71

S T E P	B.A.	B.A.+30 2 B.A.	M.A.	M.A. + 30 2 M.A. BA+60 w/MA	Ed. Spec	BA+90 w/MA	Ph. D.
1	\$7700	8100	8300	8600	8800	9100	9400
2	8100	8690	8920	9240	9480	9810	10,130
3	8510	9290	9550	9900	10,180	10,530	10,870
4	9020	9900	10,190	10,580	10,880	11,260	11,620
5	9540	10,510	10,840	11,280	11,600	12,000	12,380
6	10,060	11,120	11,500	11,980	12,320	12,740	13,140
7	10,590	11,730	12,180	12,680	13,040	13,480	13,900
8	11,120	12,340	12,890	13,400	13,760	14,220	14,660
9	11,660	12,960	13,620	14,120	14,500	14,970	15,430
10	12,180	13,620	14,340	14,860	15,250	15,730	16,210
11	12,700	14,260	15,100	15,600	16,000	16,500	17,000

APPENDIX V
SUPPLEMENTARY PAY

I. Pupil Services

A. Senior High Counselors	15% C.
B. Junior High Counselors	10% C.
C. COT Coordinators	2.63% C per week above 186 days to a maximum of 225 days.
D. Social Workers	5 % C.
E. Diagnosticians	5 % C.
F. Compensatory Programs Counselor	10% C.
G. Attendance Court Liaison Agent	5% C.

II. Music Activities

A. Bands

1. Senior High

- a) When symphony, symphony marching, concert, concert marching and pep bands are assigned to one person 11.5% C
- b) The following index percentages are assigned to each position:
symphony - 4.5% C; symphony marching - 2.25% C, concert - 2.25% C;
concert marching - 1.25% C; and pep band - 1.25% C

2. Junior High 2.0% C

B. Orchestras

1. Senior High

- a) When symphony and concert orchestras are assigned to one person 6.5% C
- b) The following percentages are assigned to each position:
symphony 4.5% C and concert 2.0% C

2. Junior High 2.0% C

C. Choruses

1. Senior High

- a) A Cappella 4.5% C
- b) Choraliars or Chamber Choir 1.25% C
- c) Contando 1.25% C
- d) Mixed Ensemble 1.25% C

2. Junior High

- a) Chorus 2% C

D. Senior High School Musical Show

1. Technical Director 2.5% C with a \$300 maximum limit
2. Choreographer 2.5% C with a \$300 maximum limit
3. Costumer 2.5% C with a \$300 maximum limit
4. Dramatic Director 4% C with a maximum limit of \$500
5. Orchestra Director 2.5% C with a \$300 maximum limit
6. Vocal Director 2.5% C with a \$300 maximum limit
7. Producer 4.5% C with a \$600 maximum limit
8. Combination of Vocal Director and
Producer would be6% C with no maximum limit

III. Senior High School Interscholastic Athletics:

1. Chairman of Interscholastic Athletics	17%	C and two periods released each day each semester.
2. Head Football Coach	17%	B plus 1 period of released time during the 1st semester.
3. Head Junior Varsity Football Coach	12%	B
4. Assistant Football Coach	11%	B
5. Cross-Country Coach	9%	B
6. Head Basketball Coach	20%	B
7. Assistant Basketball Coach	16%	B
8. Head Wrestling Coach	17%	B
9. Assistant Wrestling Coach	15%	B
10. Head Swimming Coach	17%	B
11. Assistant Swimming Coach	15%	B
12. Gymnastics Coach	15%	B
13. Hockey Coach	17%	B
14. Head Track Coach	17%	B
15. Assistant Track Coach	15%	B
16. Head Baseball Coach	15%	B
17. Assistant Baseball Coach	11%	B
18. Golf Coach	9%	B
19. Tennis Coach	9%	B
20. Trainer, Athletic	30%	B

NOTE: See Section IX of this Appendix.

IV. Department Chairmen

A. Secondary

1. Department of 2-3	7%	C.
2. Department of 4-10	10%	C.
3. Department of 11-25	10%	C. and one period each day each semester released at Senior High School; one-half period each day each semester at the Junior High School.

B. Elementary

1. Cluster Leaders		
a) 2-3	3%	C.
b) 4-10	4%	C.

C. Public Library

1. Department Heads25%	C.
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D. Pupil Personnel Services

1. Department Chairmen - same as secondary department chairmen index without released time.
 - a) Type A Special Education
 - b) Nurses
 - c) Diagnosticians
 - d) Social Workers
 - e) Speech Correction
 - f) Acoustically Handicapped

NOTE: See Section X of this Appendix.

V. Secondary Literary Activities

A. Junior High

1. Year Book 1 period of released time or assignment as a regular class.
2. Newspaper 1 period released time or assignment as a regular class.

B. High School

1. Year Book 1.5% C and one period each day each semester released.
2. Newspaper 2.5% C and one period each day each semester released.
3. Literary Magazine . 1.5% C and one period each day one semester or the equivalent released.

VI. Secondary Dramatics

A. Junior High

1. One-Act Plays 1.25% C for each play
2. Three-Act Plays 2.5% C for each play

B. Senior High

1. Dramatics and Theatre Guild 10% C
2. Stage Manager 4.5% C and homeroom and one period each day each semester released.
3. Debate and Forensics 17.0% B and one period each day each semester released.

VII. Secondary Intramurals

A. High School	12% B
B. Junior High School Boys	
1. Sports Activity Director	5.0% B
2. Football Coach	
Head Coach	7.0% B each
Assistant Coach	5.0% B each
3. Flag Football	1.0% B
4. Volleyball	2.0% B
5. Basketball	
Team Coach	7.0% B each
Intramural	2.0% B each
6. Track Coach	3.0% B each
7. Swimming Coach	3.0% B
8. Rec. Swimming	1.0% B
9. Lifesaving	2.5% B
10. Softball	1.0% B
11. Wrestling Coach	6.0% B
12. Gymnastics Coach	2.0% B
13. Roller Skating	1.0% B
14. Cross Country	2.0% B
C. Senior High Girls	
1. Modern Dance	3.0% B
2. Cheerleaders Coach	14.0% B
3. Aquaneers	5.0% B
4. Girls Athletic Club	11.0% B
D. Junior High Girls	
1. Soccer	2.5% B
2. Field Hockey Coach	3.0% B
3. Volleyball Coach	3.0% B
4. Basketball Coach	3.5% B
5. Lifesaving	2.5% B
6. Gymnastics	3.0% B
7. Track Coach	3.0% B each
8. Rec. Swimming	1.0% B each
9. Competitive Swimming Coach	2.0% B
10. Synchronized Swimming Coach	4.0% B each
11. Softball	1.0% B
12. Rhythms	1.0% B
13. Tennis Coach	2.0% B
14. Archery	1.0% B
15. Roller Skating	1.0% B

NOTE: See Section IX of this Appendix.

VIII. Other Activities

A. Secondary

1. Student Council One period each day per semester released.
2. Before/After School Hall Duty \$5.00 per hour
3. Science Camp Director 4.0% B
4. Asst. Science Camp Director 3.0% B
5. Academic Games \$6.50 per hour
6. Saturday Programs \$6.50 per hour
- *7. Driver's Education Teachers:
 - a. BA+ 2 hours of Driver's Education Preparation and not a member of the Ann Arbor Public Schools department \$6.25 per hour.
 - b. MA+ 2 hours of Driver's Education Preparation and not a member of the Ann Arbor Public Schools department \$6.50 per hour.
 - c. BA+ 6 hours of Driver's Education Preparation and not a member of the Ann Arbor Public Schools department \$6.75 per hour.
 - d. MA+ 6 hours of Driver's Education Preparation and not a member of the Ann Arbor Public Schools department \$7.00 per hour.
 - e. BA and a member of the Ann Arbor Public Schools department \$7.25 per hour.
 - f. MA and a member of the Ann Arbor Public Schools department \$7.50 per hour.

*No teacher of Driver Education will receive an hourly remuneration less than the amount for fulfilling the same responsibilities during the 1969-70 school year. The above hourly rates of remuneration shall apply to all Driver's Education scheduled outside of normally scheduled school hours.

B. Elementary

1. Before/After School Hall Duty \$5.00 per hour
2. Assistant to the Principal (Meadowview) \$250.00
- #3. Safety Patrol \$150.00
- #4. Service Squad \$ 75.00
5. Noon Hour Director \$ 5.00 per hour

#If the principal in an elementary school decides the necessity for Service Squad and/or Safety Patrol and assigns teachers to those responsibilities on a voluntary basis.

- IX. The Board shall pay to each Senior and Junior High School Sports Coach, listed as such above, in addition to the Supplementary Pay specified for the sport he coaches, an amount equal to 3% of his Supplementary Pay times the number of years (up to a maximum of 10 years) during which he has been a full-season Coach at any secondary school or college in such sport (experience years). If any such Coach is, upon initiation of the Board, transferred from employment by the Board as Coach in one sport to coach in another sport, his experience years in both sports shall be recognized (up to a maximum of ten [10] years). No more than one year of experience may accumulate in a single year. Head coaches at the Senior High level shall be given a priority in the assignment of study halls.
- X. "C" - Indicates that the index dollar amount is computed using the contractual salary for the teacher involved.
- "B" - Indicates that the current B.A. beginning salary is used to calculate the index dollar amount.

The method of determining the number of members in a department will be to count each full-time person and each person in the department for half or more time.

APPENDIX VI

ANN ARBOR PUBLIC SCHOOLS

Calendar 1970-71

August 27-28 (Thursday-Friday)	New Teacher Orientation
August 31 (Monday)	All Teachers Report
September 1 (Tuesday)	Pupils Report for Morning Sessions
September 7 (Monday)	Labor Day - No School
November 26-27 (Thursday-Friday)	Thanksgiving Vacation
December 21-January 1 (Inclusive)	Winter Vacation
January 20 (Wednesday)	Student's Last Day, First Semester
January 25 (Monday)	Second Semester Begins
April 5-9 (Inclusive)	Spring Vacation
May 31 (Monday)	No School
June 10 (Thursday)	Student's Dismissed After Morning Session
June 11 (Friday)	Last Day For Teachers. Teachers may leave after 11:30 A.M. upon completion of their assignments.

SUMMARY OF REQUIRED TIME

Pupil Attendance Days	182
Teacher Attendance Days	186
New Teacher Attendance Days	188

ANN ARBOR PUBLIC SCHOOLS PAY DAY SCHEDULE 1970-71

*September	4 - 18	*March	4 - 19
*October	2 - 15 - 30	*April	5 - 16 - 30
*November	13 - 25	*May	14 - 28
*December	11 - 24	*June	11 - 25
*January	8 - 22	July	9#- 23#
*February	5 - 19	August	6#- 20

*Pay dates for twenty-two pays

#Pay dates for Summer School

SCHOOL HOURS :

Elementary

Abbot
Clinton
Lawton
Pattengill
Stone

A.M. 8:50 - 11:35
P.M. 12:55 - 3:40

Carpenter

A.M. 8:30 - 11:30
P.M. 12:30 - 3:00

Dixboro

A.M. 9:00 - 12:00
P.M. 1:00 - 3:30

Meadowview

A.M. 8:50 - 11:50
P.M. 12:50 - 3:20

King

9:00 A.M. to 3:20 P.M.

Lunches :

11:30 - 12:10
12:15 - 12:55

Lakewood

A.M. 8:50 - 11:35
P.M. 12:35 - 3:20

Newport

A.M. 9:00 - 11:45
P.M. 12:30 - 3:15

All other schools

A.M. 8:30 - 11:30
P.M. 12:45 - 3:15

Elementary Reporting to Parents

1. 4 half days during October and November shall be scheduled for reporting to parents conferences.
2. One full day at the end of the first semester in addition to the records day shall be scheduled for preparation of written evaluations.
3. 2 half days during March shall be scheduled for parent conferences.
4. 2 half days during May shall be scheduled for preparation of written evaluations.

SCARLETT JUNIOR HIGH SCHOOL

Eight-Period Day - with 45-minute
Classes and 35-minute Lunch.

1	8:05 - 8:50
2	8:55 - 9:40
3	9:45 - 10:30
4	10:35 - 11:20
5 Lunch	11:20 - 11:55
Class	11:55 - 12:50
5 Class	11:25 - 11:50
Lunch	11:50 - 12:25
Class	12:25 - 12:50
5 Class	11:25 - 12:20
Lunch	12:20 - 12:55
6	12:55 - 1:40
7	1:45 - 2:30
8	2:35 - 3:20

TAPPAN JUNIOR HIGH SCHOOL

Eight-Period Day - with 45-minute
Classes and 35-minute Lunch.

1	8:05 - 8:50
2	8:55 - 9:40
3	9:45 - 10:30
4 Lunch	10:30 - 11:05
4 Class	11:05 - 11:55
5 Class	12:00 - 12:50
4 Class	10:35 - 11:00
Lunch	11:00 - 11:35
4 Class	11:35 - 11:55
5 Class	12:00 - 12:50
4 Class	10:35 - 11:35
5 Class	11:30 - 11:50
Lunch	11:50 - 12:25
5 Class	12:25 - 12:50
4 Class	10:35 - 11:25
5 Class	11:30 - 12:20
Lunch	12:20 - 12:55
6	12:55 - 1:40
7	1:45 - 2:30
8	2:30 - 3:20

FORSYTHE JUNIOR HIGH SCHOOL

SLAUSON JUNIOR HIGH SCHOOL

D A I L Y S C H E D U L E

Period 1	7:30 - 8:15	Period 7	12:45 - 1:30
Period 2	8:20 - 9:05	Period 8	1:35 - 2:20
Period 3	9:10 - 9:55	Period 9	2:25 - 3:10
Period 4	10:00 - 10:55	Period 10	3:15 - 4:10
(Administrative Period)		(Administrative Period)	
Period 5	11:00 - 11:45	Period 11	4:15 - 5:00
Period 6	11:50 - 12:35	Period 12	5:05 - 5:50

PIONEER

HOMEROOM SCHEDULE

1st hour	8:00 - 8:52		
2nd hour	8:58 - 9:50		
Homeroom	9:56 - 10:20		
3rd hour	10:26 - 11:18		
4th hour			
E	11:24 - 12:22	Lunch	12:28 - 12:59
S	11:24 - 11:55		12:01 - 12:32
L	12:38 - 12:59		11:24 - 11:55
5th hour	1:05 - 1:57		
6th hour	2:03 - 2:55		

REGULAR BELL SCHEDULE

1st hour	8:00 - 8:58		
2nd hour	9:04 - 10:02		
3rd hour	10:08 - 11:06		
4th hour	Class	Lunch	
E	11:12 - 12:10		12:16 - 12:47
S	11:12 - 11:43		11:49 - 12:20
L	12:26 - 12:47		
			11:12 - 11:43
5th hour	12:53 - 1:51		
6th hour	1:57 - 2:55		

HURON

BELL SCHEDULE "A"

	7:55	Warning Bell	
	8:00 - 8:57	1st Period	
	9:03 - 10:03	2nd Period	
	(3 minute bulletin)		
	10:09 - 11:06	3rd Period	
4E Class	11:12 - 12:10	3rd Lunch	12:16 - 12:47
4S Class	11:12 - 11:43	2nd Lunch	11:49 - 12:20
	12:26 - 12:47		
4L Class	11:49 - 12:47	1st Lunch	11:12 - 11:43
	12:53 - 1:51	5th Period	
	1:57 - 2:55	6th Period	

BELL SCHEDULE "B" (Homeroom)

	7:55	Warning Bell	
	8:00 - 8:54	1st Period	
	9:00 - 9:54	2nd Period	
	10:00 - 10:20	Homeroom	
	10:26 - 11:20	3rd Period	
4E Class	11:26 - 12:21	3rd Lunch	12:27 - 12:57
4S Class	11:26 - 11:51	2nd Lunch	11:57 - 12:27
	12:34 - 12:57		
4L Class	12:02 - 12:56	1st Lunch	11:26 - 11:56
	1:03 - 1:56	5th Period	
	2:02 - 2:55	6th Period	

Administrative periods may be scheduled when necessary; when departures from the regular schedule occur for such periods, time used will be deducted equally across the day, excluding fourth period.

APPENDIX VII

SABBATICAL LEAVE IMPLEMENTATION

Purpose. The sabbatical leave policy is designed to provide opportunity for professional staff to improve their abilities and increase their value to the school district. This self improvement is usually achieved by formal study, research and/or writing or other kinds of activities such as travel as approved by the Board of Education upon the recommendation of the Superintendent.

The formal application shall include the following as applicable:

1. Formal study - an outlined plan of work intended to qualify personnel for a higher credential or a program of recognized courses intended to improve the applicant in his field of endeavor.
2. Research and/or writing - the proposed undertaking shall be approved as it relates to the service of the personnel in his profession.
3. Travel or other reasons - submission of a plan outlining the professional objectives to be attained and their expected value to the school system.

Qualifications. Any employee possessing a life or permanent certificate valid in the State of Michigan and having been regularly employed in a teaching-administrative position for a period of seven (7) consecutive years in the Ann Arbor public school system is eligible to apply for a sabbatical leave of absence.

Filing the Application. Completed applications for a sabbatical leave must be filed with the Assistant Superintendent for 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 Assistant Superintendent for Personnel. Once filed, the application may be withdrawn at any time prior to the date of action by the Board of Education. Such requests must be made in writing to the Assistant Superintendent for Personnel.

Review Committee. A committee composed of the Assistant Superintendent for 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.

Sabbatical Leave Implementation

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 Assistant Superintendent for 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 (3) days following the official action of the Board of Education.

Execution of Agreement. Prior to the granting of sabbatical leave, each professional staff member will sign an agreement with the Board of Education to comply with the following requirements:

1. Professional Staff on sabbatical leave shall inform the Superintendent of any changes in the planned program and request their approval.
2. Professional Staff returning from sabbatical leave shall submit a written report to the Superintendent within thirty (30) days after resumption of active service. The report shall include the names of the institutions attended, courses taken and transcripts of credits received. The travel itinerary should include an evaluation of activities and experiences and their applicability to the benefit of the school system.

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 Assistant Superintendent for 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, pursuant to Section 6.333.

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.

Sabbatical Leave Implementation

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 paid on the same schedule as 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 professional staff 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 four (4) 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 except in no case may the obligation be increased.

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.

Authorization. The rules and regulations of the Ann Arbor Public Schools Sabbatical Leave Program are authorized by, and shall be interpreted in accordance with Section 572 of the School Code of 1955 and amendments thereto.

This sabbatical leave policy shall become effective for all sabbatical leaves granted after September 1, 1970.

APPENDIX VIII

INSURANCE AND INVESTMENT OPPORTUNITIES AVAILABLE THROUGH PAYROLL DEDUCTION

Hospitalization:

Michigan Education Special Services Association
1216 Kendale Boulevard
East Lansing, Michigan. 48824

Toll free phone: 1-800-292-7840

Dental Care: Dental Care Incorporated 517-372-8040 For general information
call MESSA or Payroll Office.

Life Insurance:

Michigan Education Special Services Association
(Other information above)

Salary Protection:

Michigan Education Special Services Association
(Other information above)

Washington National Insurance
Mr. James Clark
601 West Stadium Boulevard
Ann Arbor, Michigan

Annuities:

Variable Annuity Life Insurance Company
1161 First National Building
Detroit, Michigan. 48226

Telephone: 1-965-7310

FURTHER INFORMATION IS AVAILABLE THROUGH THE PAYROLL OFFICE

ANN ARBOR PUBLIC SCHOOLS, ANN ARBOR, MICHIGAN

EMPLOYMENT CONTRACT

S A M P L E

PARTY OF THE SECOND PART | | TO | | | | DATE |
 CONTRACT PERIOD

THIS AGREEMENT made and entered into on the date of execution hereinafter specified, by and between the Board of Education of the School District of the Public Schools of the City of Ann Arbor, County of Washtenaw, State of Michigan (hereinafter termed the District), as the party of the first part and the above designated party as the party of the second part (hereinafter termed the Teacher):

WITNESSETH:

1. In consideration of the covenants hereinafter set forth, the District does hereby agree to hire the Teacher for the employment position hereinafter designated, for the contract period hereinafter set forth which shall commence and terminate at the dates hereinafter specified. The Teacher agrees to serve the District in the capacity hereinafter designated as the employment position for the contract period hereinafter set forth and the Teacher does hereby agree to perform the duties required of him/her by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its educational program and policies during the entire term of this Contract.

2. The Teacher agrees to obey the provisions of the School Code, including provisions of the Tenure Act (Act 4 of Michigan Public Acts of 1937, extra session, as amended).

3. The District agrees to pay the Teacher a salary in the amount hereinafter designated for the term of this contract, said salary shall commence on the date hereinafter designated and shall be payable in the number of equal installments hereinafter specified. The District agrees to afford the Teacher the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.

4. The Teacher represents that he/she holds all certificates and other qualifications required by law for a teacher of the District. The District reserves the right to cancel this contract at any time during the period of this contract if the Teacher is without certification to legally qualify him/her to hold a teacher's contract.

5. No Teacher employed other than as a classroom teacher shall be granted continuing tenure in such capacity, but shall be granted continuing tenure only as a classroom teacher. Failure of the Board of Education to re-employ such Teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.

6. If hereinafter designated, this contract shall be a probationary contract in accordance with the provisions of Act 4, Public Acts of Michigan, 1937 (Extra Session, as amended — The State Tenure Law), and if so designated shall be a one year probationary contract with the aforesaid Teacher.

7. The Teacher is subject to assignment or transfer at the discretion of the Superintendent of Schools of the District.

WEEKS OF CONTRACT PERIOD	COMMENCEMENT DATE	TERMINATION DATE	SALARY COMMENCEMENT DATE
EMPLOYMENT POSITION	PROBATIONARY YES NO	BASE SALARY	TOTAL SALARY
	ADDITIONS	FOR	

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date of execution as indicated below.

SCHOOL DISTRICT OF THE PUBLIC SCHOOLS
OF THE CITY OF ANN ARBOR, MICHIGAN

BY: _____
EMPLOYEE

BY: _____
DIRECTOR OF PERSONNEL

DATE OF EXECUTION

APPENDIX X

	Guide for Unit of Work	Course Guide
Minor revision	\$75 - \$125	\$75 - \$175
Major revision	\$140 - \$260	\$200 - \$400
Preparation of unit of course taught without guide	\$140 - \$260	\$200 - \$400
Preparation of new unit of course	\$150 - \$350	\$300 - \$600

APPENDIX XI

DEFINITIONS

1. **CERTIFIED:** the holder of a certificate issued by the appropriate agency of the State of Michigan or the Government of the United States in any area in which a certificate is required shall be deemed to be certified.
2. **COMPLAINT:** any charge lodged against a teacher by the Board, an agent of the Board or another employee of the Board (internal) or by a person not in the employ of the Board (external). Complaints originating with the Board, its agents or employees acting in the capacity of parents or citizens and not arising out of their employment shall be considered external.
3. **DAILY RATE OF PAY:** the total yearly salary including the Regular Basic Salary Schedule rate plus all Supplementary Pay directly related to the primary assignment divided by the total number of days for which the individual teacher for whom the rate is to be determined is paid.
4. **DISCIPLINARY ACTION:** any action taken against a teacher by the Board or an agent of the Board as the result of alleged misconduct, failure to abide by Board Policies which have been adopted and distributed to teachers, or the terms of this Master Agreement. Disciplinary action may include but not limited to formal reprimand, censure, suspension, demotion and discharge.
5. **FORMAL GRIEVANCE:** a grievance filed in writing, using the forms appearing in Appendix II of this Master Agreement, with the Board or its agents and subject to the time limits and conditions set forth in Section 4.200 of the Agreement.
6. **FORMAL REPRIMAND:** a reproof or rebuke for alleged misconduct delivered, in writing, to a teacher by the Board or an agent of the Board, stating the cause for the reprimand, corrective action to be taken, if any, and potential disciplinary measures contemplated if corrective action is not undertaken or the misconduct is repeated. A Formal Reprimand is entered in the teacher's Personnel File and may become a permanent or temporary part of that File.
7. **GRIEVANCE:** any complaint against the Board or its agents arising from alleged infraction, violation, a misapplication or misinterpretation of this Master Agreement.
8. **INFORMAL GRIEVANCE:** a grievance filed orally with the Board or an agent of the Board with written notice to the Association and the Assistant Superintendent for Personnel that the grievant intends to pursue the grievance informally. Such notice when received automatically suspends the time limit for the initial filing of a Formal Grievance pending the outcome of the informal procedure. The grievant, under the informal procedure, is entitled to the same rights, including counsel, assistance and pro-

tection, from the Association as is given the teacher filing a formal grievance.

9. NEGOTIATE: to confer in good faith in an attempt to arrive at agreement on matters relating to wages, hours and conditions of employment or other matters stipulated in this Master Agreement. Negotiations shall be carried on only by duly constituted Negotiating Teams as defined below.
10. NEGOTIATING TEAM: the body selected by either party to this Agreement empowered to carry on negotiations and vested with full authority to negotiate on behalf of its constituency.
11. PUBLIC LIBRARIAN: any person employed by the Board 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 Certificate.
12. REGULAR BASIC SALARY SCHEDULE: the salary schedule appearing as Appendix IV of this Agreement.
13. SUPPLEMENTARY PAY: pay over and above the Regular Basic Salary Schedule, as defined above.
14. TEACHER: any employee of the Ann Arbor Board of Education eligible for membership in the Ann Arbor Education Association listed in column A Appendix I. The term "personnel" may be used where appropriate and refers, in this Agreement, only to teachers as defined above.

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