

8-31-13

1971-1973

FOREWARD

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.

CONTRACT BAR

This Agreement entered into this sixteenth day of August, 1971, 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.

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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

- 1.211 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 four months before the expiration date of this Agreement.
 - 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 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 Board in consultation with the Association shall establish such professional study committees as may be 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. Such committees shall include representatives of the Association, teachers, students, parents and administration; the representation of teachers shall be at least equal to that of each individual group described herein unless equal representation is waived by the Association. The recommendations of these committees may be submitted directly to the Board.
 - 1.232 The Association shall nominate, and the Board appoint, the teacher members of such committees, giving consideration to the involvement of teachers from various organizational levels, departments, grades, and with different experience and points of view.

- 1.233 In planning new educational facilities, educational specifications committees shall be established and shall include teacher representatives at least equal in number to the representatives of any other individual group as described in 1.231, above. 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 be submitted directly to the Board.
- 1.234 The Board shall involve the Association, directly or through joint Professional Study Committees, selected in accordance with 1.232, above, in the formulation and evaluation of any proposal with respect to any educational, library, or recreational project or change therein, or with respect to any matter prior to the Board making any final decision.
- 1.235 The Board shall directly involve individual teachers and the building professional staff in the formulation of the educational goals, practices, and programs for the individual building and for system-wide implementation. The Board shall directly involve individual teachers and the building professional staff in the preparation of the individual building budget and shall request recommendations from the Association in the formulation and evaluation of any proposed fiscal, budgeting, tax or facility project.
- 1.236 In the event that an individual building staff elects personnel and programs that would, if implemented, conflict with any of the terms of this Agreement, representatives of the Board and the Association shall meet and negotiate to determine what measures short of discharge of personnel may be taken to assure optimum latitude for local program control.
- 1.237 For the duration of this Agreement the Board shall enter into no performance contract which will result in reduction of present staff or otherwise affect the wages, hours and conditions of employment of teachers in contravention of this Agreement. Any personnel employed by the Board and providing instruction in the Ann Arbor Public Schools shall be covered by the terms of this Agreement. The Board shall further provide for Association involvement in new or innovative programs from planning through evaluation stages.
- 1.238 The Board and the Association shall establish a joint committee to study the feasibility of developing guidelines for requiring teacher experience in ethnic/minority cultural studies. The committee shall make a report to the Board and the Association not later than May 1, 1972.
- 1.239 The Board and the Association shall jointly develop methods and procedures through which teachers shall be involved in the evaluation of teachers and shall investigate the feasibility of involving parents and students in such evaluation. The methods and procedures shall be implemented at the beginning of the 1972-73 school year. The feasibility study shall be submitted to the Board and the Association not later than September 5, 1972, and,

if approved, be immediately implemented. Nothing in this provision shall be construed as requiring the Board to provide released time for teachers to evaluate teachers, nor shall anything in this provision be construed as granting teachers the right to determine employment status of other teachers.

1.240 Other Communications and Liaison

- 1.241 The Board agrees to provide the President of the Association or his designee a reserved seat at all public meetings of the Board. The Board shall invite the representative of the Association to enter in discussion of all agenda items at the Briefing Session and Regular Meetings. Other items of the Association may be brought up during Board Briefing Sessions under Items of the Board and the Association.
- 1.242 The Administration shall include a representative of the Association on all ad hoc committees, commissions or groups of any kind created to deal with any and all matters on which the Administration seeks counsel.
- 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 provision 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.
- 2.112 Listing of additional remuneration above the basic salary schedule (Appendix IV) for any position included in this Agreement shall not be deemed to commit the Board to filling any such position absent a specific requirement to the contrary. However, should any such position be filled, it shall be filled by a teacher. The Board shall not invoke this provision in order to make a change in the teacher filling such a position.
- 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 1 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 shall be made directly to the Association on or before October 15th. 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 3.111 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 noncompliance.

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 If the Chief Negotiator of the Association is a teacher, the Board shall grant him a leave of absence or release him from one-half (1/2) of his normally assigned duties without loss of salary or other benefits. If released time is granted the Association shall reimburse the Board for one-half (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.
- 3.513 The Board shall release one Association Representative in each secondary building, as reported by the President, from one daily teaching assignment to conduct Association business. The Board shall grant the Association Representative in each elementary building, excluding Meadowview, the equivalent of one day per month released time to conduct Association business, such days to be taken at the Representative's discretion, without loss of pay or benefits, provided that the administrators affected are notified at least two (2) days in advance, except in case of emergency, and provided further that substitutes can be secured.
- 3.514 The Board shall release the editor of the Association communications from one daily teaching assignment (secondary) or one half day each week (elementary) to conduct Association business.
- 3.515 The Board shall grant the Association fifty (50) days of leave of absence without loss of pay or benefits for use at the discretion of the Association, provided the administrators affected are notified at least two (2) days in advance, except in case of emergency, and provided further that substitutes can be secured. The Association office shall provide the Assistant Superintendent for Personnel with written verification of all days used.

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.
- 3.622 Student teachers shall not be assigned to any first semester probationary teacher, nor, except in extenuating circumstances, to any non-tenure teacher.
- 3.623 No teacher may be required to accept a student teacher. Except for physical education and music teachers, no teacher may accept more than one student teacher at a time unless the teacher is voluntarily participating in an innovative program which requires more than one.
- 3.624 Beginning the 1972-73 school year, no Elementary teacher, excepting teachers of art, music, and physical education, may be assigned or accept a student teacher who has not successfully completed a course in the teaching of reading.
- 3.625 Beginning the 1972-73 school year, no student teacher shall be accepted by the Ann Arbor Schools unless he can demonstrate attitudes necessary to support and create the multi-ethnic curriculum. Each such student teacher must provide a document or transcript which reflects training in or evidence of substantive understanding of the multi-ethnic or minority experience.
- 3.626 The Board and the Association shall establish a joint committee on which teachers shall have representation at least equal to that of any other individual group to develop criteria for selection and evaluation of supervising teachers. The committee shall be constituted by February 1, 1972, and shall make recommendations to the Board and the Association no later than June 1, 1972. The committee shall consult with the institutions who place student trainees in the Ann Arbor Public Schools in developing its recommendations.

.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.
- 4.114 All teachers employed by the Board shall immediately receive all the benefits of this Agreement and a mutually binding contractual commitment for the school year or the remainder thereof, except that a teacher employed for the first semester of any school year to take the place of a teacher on a one semester leave of absence or sabbatical leave may be given a one semester contractual commitment; a teacher employed for one semester shall be given preference in filling any second semester vacancy for which he is qualified.

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 or 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. Whenever a grievance is initially filed against the Superintendent of Schools, the time limits described in 4.224 shall apply. Appeal of any grievance initially filed against the Superintendent shall be immediately to arbitration.

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 4.223 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.

4.230 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. Any notice of joinder of grievances under 4.232 shall result in a delay of fourteen (14) calendar days in appeal for arbitration, but the thirty (30) calendar day filing time shall not be reduced by this delay.

4.232 For purposes of arbitration of formal grievances, the Association may join individual, Association and class grievances arising from the same or similar circumstances and seeking the same or similar remedy, regardless of whether the grievances are filed by different teachers, teachers in different buildings, or groups of teachers in the same or different buildings. To be joined, such grievances must be extant at the time a response is given by the Superintendent on any such grievance or grievances. Grievances dealing with facilities and/or physical plant shall not be so joined, but joinder of grievances dealing with instructional materials is allowed. The appropriateness of joinder may be subject to contest in arbitration. Decisions by an arbitrator on a grievance dealing with facilities and/or physical plant may be used as precedent or evidence for any other such grievance, as is appropriate.

- 4.233 The arbitrator shall be selected in accordance with procedures established by the American Arbitration Association.
- 4.234 The case on arbitration shall be presented by not more than three representatives for the Association and not more than three for the Board and shall be conducted in accordance with rules established by the American Arbitration Association.
- 4.235 All evidence to be used by a party in arbitration should, whenever possible, be disclosed to the other party within fourteen (14) calendar days after the Association informs the Assistant Superintendent for Personnel of its demand for arbitration. Evidence not available within such fourteen (14) calendar days may, however, be presented in arbitration provided such evidence has been disclosed to the other party not less than seven (7) calendar days before the initial arbitration hearing is held. Arbitration proceedings shall not be postponed or recessed to allow compliance with the above requirements. The arbitrator shall rule on any objection made under the terms of this provision, and his decision shall be final.
- 4.236 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.
- 4.237 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, agree not to prosecute any appeal therefrom, and agree that either party may enter judgment thereon in any court of competent jurisdiction.
- 4.238 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.
 - 4.242 Excluding statements appended to the record of any disciplinary action taken, no grievance filed by any teacher under the terms of the grievance procedure of this Agreement shall be placed

in any form in any personnel file of the grieving teacher. No grievance shall be used in any disciplinary proceeding against the grieving teacher or in any consideration for promotion or recommendation for job placement.

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 and the Association agree that steps must be taken to recruit, employ and retain minority group persons and that affirmative steps must be taken to counter the effects of past discrimination, within the limits of this Agreement and the Laws of the United States.
- 4.413 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. No deductions from a Teacher's accumulated sick leave shall be made for absences due to any occurrence covered by the Michigan Workmen's Compensation Act.
- 4.512 The Board and the Association recognize the mutuality of responsibility shared by teachers and administrators in the maintenance of student discipline and control. For their part, teachers shall provide discipline and supervision over those students in their charge and assume responsibility for the maintenance of order among all students within their sphere of effective control while in the performance of their employment, especially immediately before and after school and between classes, and shall assist in controlling students in extraordinary situations which occur at extra-curricular activities at which the teacher is in attendance, is known by the students, and can reasonably be expected to exert effective influence. For its part, the Board agrees to support, assist and protect teachers in carrying out this responsibility. The Board will, further, 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 reasonable 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. Nor shall the Board be liable for reimbursement of any portion or all of such fees as are covered by insurance.
- 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 any teacher for any loss, damage or destruction of personal property which arises out of such teacher's reasonable performance of his employment, not including vehicles and not covered by other insurance or caused by the teacher's negligence, provided that the personal property involved is reasonably needed by the teacher personally or professionally and is not readily available in the building through the Board. The Board shall be liable only for that portion of the loss in excess of ten dollars (\$10.00) and not exceeding a total loss of two-hundred dollars (\$200.00).
- 4.516 The private and personal life of 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. Teachers shall be entitled to full rights of citizenship; and the religious or political activities, or lack thereof, of any teacher shall not be grounds for any disciplinary action or discrimination with the respect to the professional employment of such teacher. Nothing contained in this provision is intended to enlarge upon academic freedom as described in Section 4.711 of this Agreement.
- 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 during the school year within the following limitations:

During the third through the ninth week of the first semester;
 During the tenth through the second from the last week of the first semester;
 After the second week of the second semester.

There shall, however, be at least four weeks between evaluations of any one individual.

- 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. Before the final decision is made on any evaluation report, the administrator shall hold a conference with the teacher evaluated for purposes of discussing matters related to the observation and evaluation and to solicit teacher response to the administrator's comments.

Teachers shall be involved in the evaluation of teachers for the 1972-73 school year pursuant to the provisions of section 1.239 of this Agreement. No teacher shall be evaluated by parents or students before the development of mutually agreeable criteria and procedures unless the teacher and the appropriate administrator agree to such evaluation.

- 4.613 All evaluations shall be in writing with two copies provided to the probationary teacher within ten days of the observation. All evaluations citing deficiencies shall include recommendations as to how the teaching performance of the teacher may be improved. 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, but signing shall not be construed to mean agreement with the conclusion of the evaluator.
- 4.615 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 and approved by the Deputy Superintendent for Operations. Administrative criteria for evaluating teachers' professional conduct in circumstances other than the classroom shall be described in the Personnel Policies Handbook.
- 4.616 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.
- 4.617 Evaluations used in determining reemployment of probationary teachers shall conform to the provisions above and no such teacher shall be denied reemployment unless he has been properly evaluated, except that the Board may act to deny reemployment pursuant to 5.211 of this Agreement, independently of evaluations. Teachers may be placed on third year probation only if properly evaluated or if other substantive, documented evidence of teaching inadequacy warrants additional time to assess the teacher's strengths and weaknesses. Teachers placed on third year probation may however, be transferred at their request if a suitable alternative position is available.
- 4.618 Probationary teachers shall be denied reemployment only for just and reasonable cause, but no such denial shall be construed as disciplinary. In the event that a probationary teacher objects to such recommendation of denial or Board action pursuant to the exception described below, an in camera hearing with the Board shall be arranged to enable the teacher to present what evidence he feels he has that the Board should take into consideration in making its decision, personally or through a representative, provided that the teacher notifies the Superintendent of his desire for hearing within five (5) days of his first notification that he will not be recommended for reemployment and provided further that there are at least five (5) days remaining before the time limit established by the Tenure Law. Hearings not schedulable pursuant to conditions above may be scheduled after the Board has made its decision. Any and all administrative

recommendations for non-renewal of employment shall be forwarded simultaneously to the teacher, and if any such recommendation originates at a level below the Superintendent, the teacher may appeal first to the latter. This provision shall not be construed to require the Board to establish separate days for hearing requests extant as of the cut-off date established above.

- 4.619 Evaluations of tenure teachers shall conform to Sections 4.612, 4.613, 4.614, 4.615 and 4.616, above. Notwithstanding this, any and all evaluations of tenure teachers shall conform to a legitimate purpose.

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 guaranteed.

- 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, there shall be no limitations on teachers or students 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 teachers and students shall be guaranteed freedom of individual conscience, association and expression. Paragraphs 103 and 119 of the Board's Statement of Procedures for Certified Personnel, 1970, are hereby made a part of this provision, see Appendix XII.

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 No teacher shall be discharged or laid off as a means of increasing class size, except as lay off or discharge may be necessitated by conditions described in 4.811 (above).
- 4.813 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 an MA degree.
3. Probationary teachers with a BA degree and previous experience in Districts other than Ann Arbor.
4. Probationary teachers with a Masters Degree and previous experience in Districts other than Ann Arbor.
5. Probationary teachers with a BA degree with experience in Ann Arbor.
6. Probationary teachers with a Masters Degree with experience in Ann Arbor.
7. Tenure teachers shall be laid off on the basis of certification and seniority.
8. 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 year 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.

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

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.

- 4.815 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.

- 4.816 In the event a reduction of staff is necessary, within the limits of 4.812, all reasonable efforts shall be made to maintain a racial balance among staff which is not lower than the 1970-71 ratio.

4.900 Teacher Incapacity

4.911 Whenever the Board claims a teacher is physically or mentally incapable of performing normal classroom teaching duties, it shall submit a request in writing to the Association and teacher involved specifying the reasons for the alleged incapacity and requesting the appointment of a medical panel to examine the teacher and report its findings to the Board, Association and the teacher. The medical panel shall consist of three licensed physicians with the Board, Association and teacher each appointing one member of the panel if each so chooses. The Board shall designate its nominee for the panel and its request to convene the panel and the Association and teacher shall each designate its nominee to the medical panel not later than seven (7) calendar days after receipt of the Board's written request for the panel if each so chooses to designate a member to the panel. The medical panel shall have fourteen (14) calendar days from day of appointment of the last member thereof to examine the teacher and report its medical findings in writing to the Board, Association and teacher.

4.912 After receipt of the written findings of the medical panel, the Board shall have not more than fourteen (14) calendar days to determine whether the teacher is incapable of performing normal classroom teaching duties. If the Board shall determine the teacher is incapable, it shall notify the teacher and Association in writing of the reasons for such decisions and shall also specify the date of commencement of such incapacity and the period of incapacity, which period shall not exceed one year from the specified date of commencement. Such incapacitated teacher shall be eligible for benefits in accordance with the provisions of Sections 4.511, 6.311, and 6.315 of this Agreement.

4.913 The decision of the Board determining a teacher to be incapable shall be final, except as provided in Section 4.917 of this Article, unless arbitration is requested in accordance with the arbitration provisions of this Agreement.

4.914 The teacher shall be returned to the same or substantially equivalent position with no loss of benefits at the end of the period of incapacity specified by the Board in its determination of incapacity unless the Board not more than sixty (60) calendar days before the end of such designated period of incapacity shall request in writing to the Association and teacher the reconvening of a medical panel, as described in 4.911, to examine the teacher and report its findings to the Board. The Board shall then determine whether the incapacity is continuing and its decision in this regard and the procedures in connection therewith, including the right to arbitration, shall be as provided in Sections 4.912 and 4.913 of this Article. All requirements of this Article shall be applicable to any subsequent Board allegation of continuing incapacity.

4.915 The sole Board remedy under this Article upon determination of incapacity shall be placement of the teacher on disability leave with right to disability benefits in accordance with Sections 4.511, 6.311 and 6.315 of this Agreement.

- 4.916 During the pendency of proceedings under this Article, the Board shall have the right to remove or reassign the teacher, provided the teacher is compensated at his regular salary during such removal or reassignment.
- 4.917 At any time after thirty (30) calendar days during the period of incapacity designated by the Board, the teacher or Association or both may present, in writing, evidence, medical or otherwise, and request that the incapacity found by the Board be deemed ended and the teacher restored to regular and normal teaching duties at the regular salary then applicable. The decision of the Board in refusing to restore the teacher to normal teaching duties shall be in writing and be subject to arbitration in accordance with the arbitration provisions of this Agreement. A teacher may make no more than one request for restoration to normal duty during the designated period of incapacity or of any subsequent decision by the Board extending such incapacity.
- 4.918 The expenses and fees of the medical panel shall be paid solely by the Board, but such expenses shall not exceed reasonable expenses and fees customarily charged for individual patients by licensed physicians practicing in Washtenaw County.
- 4.919 These provisions covering Teacher Incapacity shall in no way be construed as applicable to cases involving pregnancy.

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, Demotion or Discharge

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

- .1 Continued or repeated refusal or failure 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;
- .2 Continued or repeated refusal or failure to carry out work assignments made by the Board and not in conflict with the provisions of this Agreement;
- .3 Continued or repeated refusal or failure to comply with policies and procedures established by the Board and not in conflict with the provisions of this Agreement;
- .4 Continued or repeated refusal to provide supervision of and discipline among students within the sphere of his effective control while in the performance of his employment;
- .5 Continued or repeated refusal or failure to adhere to contractual obligations;
- .6 Continued or repeated refusal or failure to maintain or submit required records, especially pupil attendance records;
- .7 Continued or repeated refusal or failure to maintain the standards of professional, ethical behavior as set forth in Appendix III;
- .8 Causing or contributing, by deliberate action or willful negligence, to the active and extensive disruption of the learning environment.

Nothing in this provision is intended to limit the Board's power to discipline a teacher in accordance with the procedure described in Section 5.313 for reasonable and just cause, including individual occurrences of the items listed above.

- 5.212 Any teacher who negligently loses keys signed out to him, especially building keys, shall be liable for all and any costs of replacing keys and locks if security requires such changes. Teachers who lend students such keys shall be further liable for all direct damages resulting therefrom. No teacher shall duplicate any school key. Failure to report known loss shall render the teacher liable for any damages that may directly result.

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:
- .1 The Association and the teacher have been notified in writing of the specific complaint, and the appropriate administrator has also informed a teacher that he may be represented by counsel of his choice at all hearings for disciplinary purposes;
 - .2 The teacher has had at least seven (7) calendar days to arrange and attend a preliminary hearing at which time he shall be presented with the evidence against him and shall be allowed to make a preliminary response in his own defense if he so wishes; and/or
 - .3 The teacher has had at least fourteen (14) calendar days to respond either in person or in writing to refute the evidence against him, in addition to the opportunity for defense provided in .2, above;
 - .4 The reprimand has been presented to the Association and the teacher and, as a part thereof, the administrator has indicated how long the reprimand shall be effective;
 - .5 The teacher has been given the opportunity to append to any formal reprimand whatever statements he may wish to make.

Failure of a teacher to respond within the time limits specified, above, may result in a decision by default. A decision by default shall be reconsidered only for reasonable and just cause.

- 5.314 Representation provided for a teacher in any disciplinary proceeding shall be at his own expense.

The Association, the teacher and the Board may tape record any disciplinary proceeding.

- 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.
- 5.317 All materials placed in a teacher's personnel file containing negative criticism of such teacher shall be clearly labeled "evaluation", "reprimand" or "warning". Evaluations and reprimands shall have followed the procedures outlined in 4.600 or 5.300 as is appropriate, and warnings shall be subject to the disciplinary procedure in 5.300 at the teacher's request. Any warning issued to a teacher shall include the specifics of the alleged infraction and indicate corrective action to be taken. Two copies of any warning shall be given to the teacher; one copy shall be signed by the teacher and returned to the Personnel Office, but signing shall not be construed to mean agreement with the specifics of the charge or the conclusion of the warning. No warning shall remain in any teacher's file longer than two years.
- 5.318 During the pendency of any disciplinary procedure, the Board shall have the right to remove or reassign the teacher, provided the teacher is compensated at his regular salary during such removal or reassignment.

6.000 PERSONNEL BENEFITS

6.100 Salaries

- 6.111 The regular basic salary schedule for all teachers for the term of this Agreement is attached hereto as Appendix IV. This provision shall not be construed as binding beyond the life of this Agreement.
- 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 a 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. Any and all prior service shall be recognized in whole year increments only, beginning each July 1, and a full year of credit shall be given whenever any and all such prior service for part of a year equals or exceeds one (1) school semester, provided that such experience is comparable to full-time employment in the Ann Arbor Public Schools. Recognition of any such service may occur at any time, but no such recognition shall result in retroactive pay for any teaching service in the Ann Arbor School System before the request for recognition for outside service was submitted. When a request is submitted after a teacher has begun teaching in Ann Arbor the salary adjustment, if the request is valid, shall begin the date of the request and shall be reflected as soon after approval as is possible, not to exceed thirty (30) school days. Sick leave credits accumulated by any teacher during previous employment with the board, determined from the records of the Board, shall be recognized upon re-employment as a teacher by the Board.
- 6.113 Certified Pre-School teachers shall receive experience credit, in increments as described in 6.112, 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 and provided further that such teaching was compensated professionally.
- 6.114 Teachers who are properly certified but do not possess a minimum of a Baccalaureate Degree shall receive the salary listed on the B.A. lane of the salary schedule, provided that no such teacher may progress beyond the seventh (7th) step on the schedule without earning a degree. Such teachers shall receive all other benefits under this agreement.

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 either the long (twenty-six) or short (twenty-two) pay date options. Pay dates shall adhere without deviation to those set forth in Appendix VI, and there shall be no payment of money accumulated for the summer checks for those choosing the long pay option other than on the schedule set forth in Appendix VI.

- 6.132 Returning teachers shall notify payroll of their choice of pay date option on or before the last school day in May, using forms provided by the Board not later than May 15 of any school year. Teachers not notifying payroll by the date above shall be presumed to have selected the long pay option.

New teachers shall be automatically placed on the long pay option, but any new teacher may choose the short pay option by submitting a request to the Personnel Office on the appropriate form by 5:00 p.m. of the Friday of the second week of employment.

Changes in option by any returning teacher, made after the last school day in May, shall be made only after a request, on the appropriate form, is submitted to and approved by the Personnel Office. The Personnel Office may require that such requests be justified by changed circumstances. Such requests must be submitted before 5:00 p.m. of the Friday of the second week of employment. Change in option shall be reflected as soon as possible after the request is approved by the Personnel Office not to exceed thirty school days.

- 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 request submitted to the Personnel Office on the appropriate form and receipt of a diploma, transcript, and/or other official statement from the granting institution, the Board shall grant placement on the appropriate salary schedule according to the following adjustment schedule:

- .1 For requests received prior to 5:00 p.m. of the fourth week of the school year to be effective the beginning of the school year;
- .2 For requests received after the fourth Friday but prior to November 2 to be effective the latter date;
- .3 For requests received after November 2 but prior to April 2 to be effective that latter date.

Retroactive adjustments shall be made effective the adjustment

date subsequent to the application provided the required official statement is received during the semester in which the application is made and the work was completed by the applied for adjustment date. All adjustments shall be reflected in pay as soon thereafter as possible, but in no event to exceed thirty (30) school days. If a teacher is misplaced on the salary schedule upon initial employment, based on records in the Personnel Office at that time, retroactive salary adjustment shall be made to the time of initial employment.

- 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. Part-time elementary teachers shall receive released time prorated in relation to full-time teaching. Part-time secondary teachers shall not have released time, except that in the event a part-time teacher's classes are not scheduled consecutively, that teacher will be paid at the regular rate of pay for time in between.
- 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 prorated 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 this 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

6.211 The Board shall provide for all teachers year-round, full family hospital-surgical coverage with MESSA Super-Med premiums established July, 1971. In addition, beginning July 1, 1972, the Board shall pay any increase in the premiums for the policies of teachers to a maximum of twenty-five percent (25%) increase.

6.212 For the 1971-72 school year, for teachers not choosing the hospital-surgical insurance option, the Board shall contribute a maximum of twelve dollars (\$12.00) per month for the year-round, full family Dental Plan "A" with MESSA (DCI).

For the 1972-73 school year, for teachers not choosing the hospital-surgical insurance option, the Board shall provide the year-round, full family Dental Plan "A" and the Orthodontic Rider Plan 0-3 with MESSA (DCI).

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

for those electing MESSA Super-Med - \$5,000 additional life;

for those not electing hospital-surgical insurance - \$10,000.

6.214 For teachers new to the school system, all insurance coverage shall be effective September 1 or the date of employment, whichever is later.

6.220 Health Services

6.221 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 each medical personnel during any one hour period. All tests shall be scheduled between 8:00 A.M. and 6:00 P.M. 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 costs 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 the Board, by the appropriate method established, of his absence on a sick leave day as soon as possible, normally one and one half (1 1/2) hours before his duty day is to begin. Length of absence in excess of one day, if ascertainable, shall be stipulated, and renewal of absence shall follow the same notification process. Renewal of absence shall, when reasonably possible, be made in time to permit action to retain the same substitute for the following day. Any teacher who reports for work after having given notice of absence shall have an amount equal to the amount received by the substitute teacher deducted from his pay. Any teacher who fails to notify the Board of sick leave or renewal of sick leave shall be subject to discipline as provided for in 5.211, exclusive of the continued or repeated limitations on docking, or 5.313.
- 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 Personnel Office. Any days remaining in the Sick Leave Bank at the end of any school year, excluding days contributed by individuals upon exhaustion of the Bank pursuant to 6.316, shall be carried over to the next school year in addition to the Board's donation as described above up to a maximum of fifty percent (50%) of the Board's donation. Teachers who have exhausted their accumulated personal sick leave credits may make withdrawals in accordance with the Sick Leave Bank Operating Procedures attached hereto as Appendix XI. The Association may examine the records of the Sick Leave Bank operation at its discretion.

6.316 In the event the Common Sick Leave Bank becomes exhausted, a teacher may receive additional sick leave credits through the Common Bank as a result of contributions from teachers who have accumulated one hundred (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. Contributions shall not, however, be accepted from teachers who are retiring from teaching and are qualified to receive retirement benefits under the provision of the Michigan Teachers' Retirement Act.

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 three (3) days, in increments of full or half days only, for personal reasons. 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 The Assistant Superintendent for Personnel may grant additional personal leave days without pay on an individual and emergency basis at his discretion.

- 6.324 Personal leave days 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 Appendix VII.
- 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 exchange 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 Schools.

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 one (1) full school year 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, exclusive of the MEA, NEA or other such organization; leaves for service with these organizations are provided for in 6.382.

The Board may extend such leave for a second school year in accordance with the provisions of the Michigan Tenure Act. Teachers granted such a leave, provided they return upon the expiration thereof, are guaranteed employment in the same or similar classi-

fication 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 of the Association, the MEA, and the NEA, and 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.

.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 they notify the Personnel Office by 5:00 p.m. of the school day after they receive notice to serve, and provided they file, with the Personnel Office, a statement from the court certifying the days of service. The Board shall pay teachers selected for jury duty the difference between the money received for the jury duty and the teacher's normal daily rate of pay, provided that teachers may subtract any actual and reasonable parking expenses incurred while on jury duty from the money received from the court before turning such money over to the Personnel Office.
- 6.362 Teachers subpoenaed as witnesses in any court action will not be penalized in loss of pay, sick days or other benefits for such

absences, provided that up to two (2) personal leave days may be deducted from a teacher's accumulation if the teacher has personal leave days remaining for that school year. The Board shall pay such teachers the difference between the money received as witnesses and the teachers' 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. The teacher shall request a leave of not more than 12 (12) months nor less than sixty (60) days, provided that the leave terminate at the conclusion of a specified semester. Leaves of less than sixty (60) days may be granted if there are less than sixty (60) days left in any semester at the time the leave is to commence. The Board may renew such leave for an additional period of time in accordance with the Michigan Teacher Tenure Act. Only one leave shall be granted for any one pregnancy or adoption.
- 6.372 No female teacher, without the express permission of the Assistant Superintendent for Personnel and a favorable medical report from a qualified physician, may continue employment after the sixth month of pregnancy. If, after permission to continue employment is given, the Assistant Superintendent for Personnel has evidence of a significant change in the teacher's ability to perform her professional duties, he may require additional medical reports and may review and rescind his earlier grant of permission. Failure to comply with this provision shall serve as the basis for immediate placement of a Tenure Teacher on maternity leave.
- 6.373 A female tenure teacher will be granted maternity leave prior to the sixth month of pregnancy if a report from a qualified physician confirms the need for such a leave, or if the teacher submits a written request supported by reasonable and appropriate rationale to the Assistant Superintendent for Personnel.
- 6.374 A tenure teacher who is granted leave by the Board pursuant to 6.370, shall be entitled, upon sixty (60) days notice, to return to employment with the Board at the expiration of the agreed upon leave. Failure to supply such notice shall relieve the Board of any obligation to return the teacher to work.
- 6.375 If the length of maternity leave granted becomes unnecessary for any reason, the Board shall be liable to return a teacher to work prior to the termination of such leave only upon the teacher's written request and when the first position for which the teacher is certified becomes available; such teachers shall have no right to transfer prior to the conclusion of the school year during which they are so reassigned. A female teacher shall also submit a favorable medical report from a qualified physician prior to such return.

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 will approve a leave of absence for any teacher on tenure, without pay or other benefits for full time service with the MEA, NEA or other such state or national organization. The Board may extend such leave for a second school year in accordance with the provisions of the Michigan Tenure Act. Any teacher granted such a leave is guaranteed employment in the same or similar classification with all rights and benefits accumulated as of the time such leave commenced, provided he returns upon the expiration of the leave or any extension of the leave. A teacher may apply for experience credit for the period of such leave in accordance with 6.112.
- 6.383 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 Leaves Pursuant to Sections 6.341, 6.351, 6.381, 6.382 and 6.383:
- 6.391 In so far 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 to evaluate the application if made pursuant to Sections 6.381 and 6.382, above. The Board shall expect all requests for such leaves to be submitted, in so far as possible, prior to the end of the school year preceding the semester(s) in which the leave will commence.
- 6.392 Each teacher on an approved leave shall notify the Board, in writing, at least sixty (60) days prior to the beginning of the semester following the expiration of the leave, if he intends to return to employment with the Board upon such expiration. Failure to supply such notice shall relieve the Board of any obligation to return the teacher to work.
- 6.393 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 circumstances, but otherwise the granting of any leave shall not prejudice the recipient's status with

respect to any other leave.

- 6.394 Leaves of absence, excepting those pursuant to Sections 6.353 and 6.370, but including those pursuant to Section 4.900, shall be for at least one semester but for no more than two semesters. The Board may extend such leave for an additional school year in accordance with the Michigan Tenure Act. Such leaves shall terminate only at the conclusion of a specific semester and the Board shall be liable to return a teacher to work prior to the termination of the agreed upon leave only upon the teacher's written request and provided a position for which the teacher is certified is available; teachers so placed, however, shall have no right to transfer prior to the conclusion of the school year for which they are assigned.

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.

6.600 Other Benefits

6.610 Staff Attendance at Athletic Activities

- 6.611 Teacher attendance at extra curricular activities is voluntary. If tickets are available, the Board shall provide, upon request, free admission for any teacher and immediate family for all Senior High School Interscholastic Athletic events.

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 Special Conditions and Assignments

7.121 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.

7.122 The Board shall maintain a system-wide ratio of helping teachers at no less than 1:750 elementary students.

- 7.123 The Board shall employ a School-Court Representative to assist School Social Workers and Counselors when a student becomes involved with the courts.

7.130 Class Size

- 7.131 At the elementary level, the ratio of students to teachers assigned to each building for regular classroom purposes shall not exceed twenty-six students to one teacher (26:1), except in special category schools, where the assignment shall not exceed twenty-two students to each teacher (22:1).

FOR THE 1972-73 SCHOOL YEAR, at the elementary school level, excluding kindergarten, the ratio of students to teachers assigned to each building for regular classroom purposes shall not exceed twenty-eight students to one teacher (28:1), except in special category schools, where the assignment shall not exceed twenty-four students to each teacher (24:1).

FOR THE 1972-73 SCHOOL YEAR, regular kindergarten classes shall not exceed twenty-six (26) students per kindergarten section, except in special category schools, where kindergarten classes shall not exceed twenty-two (22) students. Non-regular kindergarten classes in which kindergarten students number thirteen (13) or more [eleven (11) or more in special category schools] shall be treated as kindergarten classes for the purpose of establishing the class size maximum and shall be excluded from the building ratio. The Board shall not be required to establish a kindergarten section composed entirely of kindergarten students in a given building unless a minimum of nineteen (19) kindergarten students have enrolled, except in special category schools, where the minimum shall be eighteen (18). The Board shall not be required to establish a second kindergarten section composed entirely of kindergarten students in a given building unless a minimum of nineteen (19) kindergarten students above the kindergarten class size maximum have enrolled, except in special category schools, where the minimum shall be eighteen (18) above the kindergarten class size maximum.

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 section of this Agreement. Assignment will be made on the basis of need as defined by the categorization of schools.

- 7.132 Whenever the total building population increases by twenty-six (26) students or a major fraction thereof, or twenty-two (22) or 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.

FOR THE 1972-73 SCHOOL YEAR, the numbers in this provision shall be twenty-eight (28) and twenty-four (24) for regular and special category schools respectively; kindergarten classes shall be excluded from the total building population for purposes of implementing this provision. Each kindergarten student placed in a class which is not a kindergarten class shall be counted as one (1) student for purposes of establishing the building ratio.

7.133 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 Personnel shall be responsible for furnishing copies of approved elementary school staffing to the Association.

7.134 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.

FOR THE 1972-73 SCHOOL YEAR, the class size in the elementary schools shall not exceed the pupil-teacher ratio by more than three (3) students for normal classroom instruction, except in kindergartens, where class size shall not exceed the maximums set forth in this Agreement, 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.

7.135 For the life of this Agreement, 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 are subject to examination and change, upon mutual agreement of the parties.

7.136 At the Junior High School level, class size limits shall be:

	1971-72	1972-73		1971-72	1972-73
Art-----	29-----	30-----	Speech-----	29-----	30-----
Foreign Language--	29-----	30-----	Unified Studies----	30-----	31-----
Science-----	29-----	30-----	Physical Education-	40-----	40-----
Social Studies----	32-----	33-----	Swimming-----	40-----	40-----
English--2 Level--	20-----	21-----	General Music-----	35-----	36-----
--3 Level--	25-----	26-----	Business Education-	30-----	31-----
--4 Level--	30-----	31-----	Home Economics----	28-----	29-----
			Industrial Arts----	27-----	28-----

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

	1971-72	1972-73
Math--2 Level----	20-----	21-----
--3 Level----	25-----	26-----
--4 Level----	30-----	31-----
--9 Level----	35-----	36-----

Recognizing that class sizes within the limitations above will be determined by the nature of the program and the learning stations available, the Board and the Association shall undertake during the 1971-72 school year a systematic study to define the above determinations in order to insure implementation for the school year 1972-73. The determination of program, consistent with this Agreement, shall remain the responsibility of the Board.

7.137 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

1971-72: 32 1972-73: 33

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	Personal Development
Foods	Radio Speech
Foreign Language	Stagecraft
in first year	Vocational Drafting
Industrial Arts	Piano
except where size is	Photography
determined by learning	Voice
stations available	Woodshop
Jewelry and Design	Graphic Arts
Music Theory II	Industrial Processing

1971-72: 28

1972-73: 29

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

	1971-72	1972-73
Physical Education Classes-----	50-----	51
Beginning Swimming-----	30-----	30
Intermediate and Advanced		
Swimming-----	35-----	35
Lifesaving and Water Safety-----	25-----	25
Driver's Education-----	40-----	41
Typing-----	40-----	41
Music Appreciation-----	40-----	41
Humanities Lectures-----	90-----	91
Seminars-----	25-----	26
Personalized Curriculum Program---	15-----	16
Basic Education-----	18-----	19

All classes of C.O.E., Band, Choir, and Orchestra as determined by the facilities available with the range of 50-150 for 1971-72 and 51-151 for 1972-73.

Recognizing that class sizes within the limitations above will be determined by the nature of the program and the learning stations available, the Board and the Association shall undertake during the 1971-72 school year a systematic study to define the above determinations in order to insure implementation for the school year 1972-73. The determination of program, consistent with this Agreement, shall remain the responsibility of the Board.

- 7.138 In the event class size maximums are exceeded in the Junior and Senior High Schools, teachers shall be paid at the rate of forty dollars (\$40.00) per class per semester for each student above the maximum, provided that classes meeting on alternating days shall be accordingly prorated and that teachers two under maximum in another class shall not receive credit for one over in any one other class. 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 the 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 1971-72 and 1972-73 shall be set forth in Appendix VI. Under no conditions shall the teacher contract year fail to meet minimum days and hours of instruction required by state law for qualification for full state aid.
- 7.212 New Teachers or teachers reemployed 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 and the Attendance Court Liaison Agent shall have a regular school year five (5) days longer and Senior High School Counselors and the School-Community Coordinator 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.
- 7.215 Teachers who attend Band Camp shall be reimbursed at their regular daily rate of pay based upon their individual contract for the succeeding school year.
- 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. Teachers shall have lunch periods in accordance with the daily schedules appearing in Appendix VI.
- The regular school day for 1972-73, as subsequently agreed to by the parties, shall be added to Appendix VI.
- 7.217 All secondary teachers, except those covered below, assigned to a school building on a full-time basis shall be required to be in the building not more than fifteen (15) minutes prior to the beginning of the morning session and twenty (20)

minutes after the end of the afternoon session. Teachers in the senior high schools on staggered schedules shall not be required to be in the building for more than five (5) minutes before the first class period and five (5) minutes after the last class period. Teachers in the junior high schools on staggered schedules shall not be required to be in the building for more than five (5) minutes before the first class period and five (5) minutes after the last class period, provided that no teacher shall be assigned to a building for more than eight (8) consecutive class periods, including lunch.

All elementary 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 prior to the beginning of the morning session, fifteen (15) minutes before the beginning of the afternoon session, and fifteen (15) minutes after the end of the afternoon session.

- 7.218 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 the 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.
- 7.313 The duty day for Social Workers, Diagnosticians, Secondary Librarians, Counselors and other such non-classroom teachers shall be designed to maximize direct contact with students. Record keeping and other management type functions shall be minimized, to the extent practicable, during the student day and in no event shall serve as excuse for failure to provide service to students. Such personnel shall be entitled to released time equivalent to that of classroom teachers, but on a non-scheduled basis.

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. In addition, for the 1972-73 school year, all elementary schools shall dismiss students for four (4) half days for in-service related to Humaneness, Decentralization and Innovative planning; in addition, all elementary teachers shall receive four (4) half days of released time for individual teacher use. All such half days shall be scheduled to meet the state minimum requirements for instructional 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 sixty (60) 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 full time teacher assigned to that building. Each elementary school shall receive the equivalent of ten (10) hours per year for each part-time teacher assigned to that building.

7.350 Secondary Level Workload

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. 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.

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 at the senior high school shall be given one period of released time in addition to that for other teachers. At the junior high school level, all first year members of a teaching team shall be given one half period of released time in addition to that for other teachers.

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 elementary class is sent to the elementary media center more than one time each week, the teacher shall remain in the center with the students during such extra periods 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.
- 7.432 The Board shall maintain the system-wide ratio of school nurses to students at a minimum of one for each 2800 students or major fraction thereof.
- 7.433 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.

7.440 Diagnosticians and School Psychologists and Social Workers

- 7.441 The Board shall employ Diagnosticians in a system-wide ratio of 1:4000 students, or major fraction thereof.
- 7.442 The Board shall employ Social Workers in a system-wide ratio of 1:1800 students or major fraction thereof.
- 7.443 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.

7.450 Personalized Curriculum and Adjusted Studies Program

- 7.451 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.
- 7.452 The total enrollment in any Type A Special Education program shall not exceed a pupil-teacher ratio of 15:1.
- 7.453 For teachers of the Emotionally Disturbed, class size shall not exceed eight (8) students.

7.460 Secondary Guidance

- 7.461 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.
- 7.462 The Board shall provide a full-time secretary, or equivalent, for the use of the guidance personnel for each class in each high school.
- 7.463 In each Junior High, the Board shall provide one full-time secretary, or equivalent, for the use of the guidance personnel.
- 7.464 Counselors shall not be used for control and supervision of students except as teachers are so used. Counselors shall not be placed in a position where they are expected to deal with their own counselees in a punitive role.

7.470 Cooperative Occupational Education Coordinators

- 7.471 The C.O.E. Coordinators' contractual work year shall be forty-two (42) weeks. Work days in addition to those defined by the school calendar as the regular school year shall be scheduled by the Director of Occupational Education. Work beyond forty-two (42) weeks may be arranged by mutual consent of the parties, compensation being determined according to 7.472 (below).
- 7.472 C.O.E. Coordinators shall receive a prorated amount based on contractual salary for any required time beyond that required for other teachers.
- 7.473 The assigned daily workload for C.O.E. Coordinators shall not exceed two (2) class assignments in addition to the three (3) periods for coordination of the work study program.

7.480 Assistants for Teacher Services

- 7.481 Beginning the 1972-73 school year, the work year for Assistants for Teacher Services shall be five (5) days longer than for the classroom teacher, such days to be put in during the summer at times mutually agreeable to them and their administrators.

- 7.482 Each Assistant for Teacher Services shall receive his contractual daily rate of pay for each day worked beyond the required time for teachers.

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, a 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.

- 7.522 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 cleaned, heated, ventilated and soundproofed, contain adequate storage space, lighting, plumbing and other facilities as may be needed for the task to be performed, provided that the cleaning of instructional areas shall not be construed to require employment of staff in excess of the number employed as of October 1, 1970.

7.532 Custodial services specified in 7.531 shall not be decreased as a result of opening new school buildings. New school buildings shall have custodial services at least comparable to the existing building most similar in size and student population.

7.533 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 Operations after consultation with the teacher, the department chairman of such teacher and the Director of Pupil Personnel where appropriate. The Board shall establish current mileage charts indicating distances between buildings in the school system and shall issue a copy of this chart to teachers who are regularly involved in traveling between any such buildings.

7.722 Teachers shall be reimbursed for travel at the rate of twelve (12) cents per mile.

.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.

.900 Assignments, Transfers and Reassignments, Vacancies, Promotions and Internships

7.910 Assignments

7.911 All teachers shall be given written notice of their tentative class and/or subject assignments, building and room assignments for the forthcoming school year as soon as practicable, and except in cases of emergencies not later than one week prior to the teacher reporting date.

7.912 The Board shall tentatively assign all newly-appointed teachers to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Board shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than one week prior to the teacher reporting date.

7.913 In the event that changes in building and subject assignments are proposed after one week prior notice as indicated above, any teacher affected shall be notified promptly in writing.

Upon the request of the teacher, the changes shall be reviewed as soon as practicable between the appropriate administrator and the teacher affected, and at the teacher's option, a representative of the Association.

7.920 Transfers and Reassignments

- 7.921 To the extent possible, no vacancy shall be filled by means of involuntary transfer if there is a known qualified and appropriate volunteer available to fill such position.
- 7.922 Notice of an involuntary transfer or reassignment, including reasons necessitating such change, shall be given to teachers as soon as practicable.
- 7.923 When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Ann Arbor School District, length of service in the particular school building, and other relevant factors shall be considered in determining which teacher is to be transferred or reassigned.
- 7.924 Teachers being involuntarily transferred or reassigned shall have preference over those seeking voluntary transfer or reassignment in regard to existing vacancies, provided the selection of vacancy is compatible with the reason for transfer or reassignment and 7.921 above. All transfers and reassignments shall be made in conformity to the Tenure Law.
- 7.925 To the extent practicable, full time teachers shall be given priority in matters of assignment and transfer.
- 7.926 First year 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.
- 7.927 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. Certificated personnel transferred into the bargaining unit for the first time shall have such rights and benefits as of the date of their initial employment with the Board.

7.930 Posting Procedure

- 7.931 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.

7.940 Application Procedure

- 7.941 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 such 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.
- 7.942 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.
- 7.943 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.
- 7.944 Any teacher who has applied for a position either within the school system or with another employer shall have access to all materials in his personnel file, exclusive of recommendations written at the request of the teacher, unless specific permission is given by the writer.

7.950 Administrative Internships

- 7.951 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 7.941.
- 7.952 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 according to the criteria outlined in Section 7.941.
- 7.953 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. An intern shall be paid the salary he would have received had he remained a teacher.

8.000 SUMMER SCHOOL

8.100 Calendar

8.111 Summer school shall begin the first Tuesday following the close of school and shall continue for seven (7) consecutive weeks of five (5) school days each exclusive of Independence Day Week which shall have four school days. On the Friday afternoon preceding the opening of summer school, teachers will meet as a faculty to receive assignments for the first Monday, half of which shall be for registration of students in the morning and half for such registration in the afternoon.

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.

The day for the summer school librarian shall be five (5) hours, with the additional hour scheduled as one-half hour before and after the regular summer school day.

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.

Previous Summer School employment shall be considered with the criteria above, but it shall not be construed to assure Summer School employment from year to year.

- 8.313 The Association agrees to reopen 8.312, above, and to negotiate in good faith on any proposal for different selection criteria for use in any innovative or experimental Summer School program submitted by the Board.

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 Drivers' Education who are members of the Drivers' Education Department of the Ann Arbor Public Schools shall receive an hourly rate for required teacher time during the school year.

Teachers of Behind the Wheel Drivers' Education who are not members of the Drivers' Education Department of the Ann Arbor Public Schools shall receive an hourly rate as described in Appendix V, Section 8, Item 7.

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, 1971. Work performed by any member of the Association bargaining unit between July 1, 1971, and September 1, 1971, shall be paid for on the basis of the 1970-71 salary schedule. Such individual work contracts shall be deemed to have been terminated as of midnight, September 8, 1971. The beginning date of all individual contracts for all members of the Association bargaining unit shall be the same starting with the 1971-72 school year, excepting new teachers, whose contracts shall begin with new teacher orientation.
- 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 each school year. 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 31, 1973, 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.
- 9.119 Any funds which this Master Agreement provides for salary and/or fringe benefits for teachers, and which subsequently are disallowed for that purpose by Federal or State Government legislation, rules and/or decisions shall be immediately identified to the Association. The use of these funds shall be negotiated by the Board and the Association and shall be used only to provide services or other improvements in the working conditions of teachers.

APPENDIX I

Group A

Classroom Teachers
Reading Correctionists
Speech Correctionists
Certified Pre-School Teachers
Helping Teachers
Teaching 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
COE Coordinators
School Librarians
Media Specialists
Public Librarians
Head Librarians
Cluster Leaders
Department Chairmen
Chairman of Interscholastic Athletics
Attendance-Court Liaison Agent
Assistants for Teacher Services
(Beginning the 1972-73 School Year)
Liaison for Directed Teaching

APPENDIX I

Group B

Superintendent
 Assistant to the Superintendent
 Deputy Superintendent for
 Planning
 Operations
 Public Information Officer
 Human Relations Ombudsman
 Assistant to the Deputy Super-
 intendent for Operations
 Assistant Superintendent for
 Finance
 External Affairs
 Field Operations
 Personnel
 Director of
 Finance
 Research and Evaluation
 Curriculum Planning
 Early Childhood Education
 Capital Development
 Personnel Administration
 Employee Relations
 Pupil Personnel Services
 Continuing Education
 Occupational Education
 Libraries
 Instructional Media
 Recreation
 Field Services
 Practical Nursing
 Supervisors of
 Payroll
 Facility Development
 Cafeterias
 Custodians
 Maintenance
 Transportation
 Assistant Director for
 Guidance and Counseling
 Special Education
 Continuing Education

Assistant for
 Basic Skills
 Multiethnic Studies
 Curriculum Development
 Information, Resources, Materials
 and Assistance
 Assistants for Teacher Services
 Assistant to
 Ombudsman
 Director of Research and Evaluation
 Supervisor of Facility Development
 Financial Officer
 Elementary Schools
 Junior High Schools
 Senior High Schools
 Manager of Data Processing
 Research Consultants (in Research and
 Evaluation)
 Tutorial Coordinator (in Early Childhood
 Education)
 Federal Programs Specialist
 Pre-School Coordinator (in Early Childhood
 Education)
 Purchasing Agent
 Head Bookkeeper (in Finance)
 Subject Matter Consultants and Chairman
 City Department Chairmen
 Principals
 Assistant Principals
 Class Principals
 Elementary and Secondary Administrative
 Assistants
 Cultural Arts Specialist
 School Community Coordinator
 (Beginning the 72-73 School Year)

APPENDIX II
GRIEVANCE REPORT FORM
STEP I
Ann Arbor Public Schools

GRIEVANCE # _____

Building	Assignment	Name of Grievant	Date Filed	Filed With
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A. Date Cause of Grievance Occurred: _____

(or Date Cause Discovered)

B. 1. Statement of Grievance:

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

2. Relief Sought:

Signature: _____ Date: _____

C. Disposition:

Signature: _____ Date: _____

Distribution of Completed Form:

Administration: Yellow

Association Office: Blue

Personnel Office: Gray

Grievant: Green

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

1971-72
Schedule A - Negotiated Salary Schedule

S T E P	B.A.	B.A.+30	M.A.	M.A.+30 2 M.A. BA+60 w/MA	Ed. Spec.	BA+90 w/MA	Ph.D.
1	8,000	8,416	8,640	8,960	9,200	9,480	9,760
2	8,480	9,040	9,312	9,640	9,896	10,192	10,488
3	8,984	9,680	10,000	10,336	10,608	10,920	11,232
4	9,512	10,328	10,704	11,048	11,336	11,672	12,008
5	10,048	10,984	11,424	11,776	12,080	12,432	12,792
6	10,592	11,648	12,160	12,520	12,840	13,200	13,584
7	11,144	12,320	12,904	13,280	13,616	13,984	14,384
8	11,704	13,000	13,664	14,056	14,400	14,776	15,172
9	12,272	13,688	14,440	14,848	15,192	15,576	16,008
10	12,848	14,384	15,216	15,640	15,992	16,384	16,832
11	13,432	15,088	16,000	16,440	16,800	17,200	17,664

1971-72
Schedule B - Actual Dollar Conversion of Schedule A*

S T E P	B.A.	B.A.+30	M.A.	M.A.+30 2 M.A. BA+60 w/MA	Ed. Spec.	BA+90 w/MA	Ph.D.
1	7,920	8,332	8,549	8,866	9,093	9,378	9,664
2	8,273	8,790	9,042	9,363	9,604	9,901	10,198
3	8,749	9,416	9,712	10,045	10,308	10,624	10,939
4	9,245	10,052	10,396	10,742	11,028	11,368	11,705
5	9,774	10,695	11,096	11,457	11,760	12,120	12,479
6	10,312	11,345	11,809	12,190	12,510	12,881	13,264
7	10,855	12,000	12,530	12,934	13,271	13,653	14,053
8	11,407	12,662	13,269	13,690	14,038	14,431	14,848
9	11,965	13,329	14,028	14,462	14,810	15,215	15,649
10	12,532	14,005	14,791	15,235	15,594	16,007	16,459
11	13,099	14,697	15,558	16,019	16,387	16,809	17,277
**11+	13,237	14,867	15,760	16,216	16,587	17,014	17,487

* Schedule B represents the total dollar amounts teachers will receive for the school year 1971-72 as a consequence of implementation of Schedule A, including experience increment advancement being deferred until 15 November, 1971. It is expressly understood that no teacher shall receive retroactivity in either raise or experience increment for the period prior to 15 November, 1971.

** Teachers who were frozen at Step 10 prior to 15 November, 1971, will receive the dollar amount listed here as Step 11; teachers who were frozen at Step 11 prior to 15 November, 1971, will receive the dollar amount listed here as Step 11+.

APPENDIX IV
SALARY SCHEDULE
1972 - 1973

STEP	B.A.	B.A.+30	M.A.	M.A.+30 2 M.A. BA+60 w/MA	Ed. Spec	BA+90w/MA	Ph.D.
1	8,500	8,942	9,180	9,520	9,775	10,073	10,370
2	9,010	9,605	9,894	10,243	10,515	10,829	11,144
3	9,546	10,285	10,625	10,982	11,271	11,603	11,934
4	10,107	10,974	11,373	11,739	12,045	12,402	12,759
5	10,676	11,671	12,138	12,512	12,835	13,209	13,592
6	11,254	12,376	12,920	13,303	13,643	14,025	14,433
7	11,841	13,090	13,711	14,110	14,467	14,858	15,283
8	12,436	13,813	14,518	14,935	15,300	15,700	16,142
9	13,039	14,544	15,343	15,776	16,142	16,550	17,009
10	13,651	15,283	16,167	16,618	16,992	17,408	17,884
11	14,272	16,031	17,000	17,468	17,850	18,275	18,768

APPENDIX V

SUPPLEMENTARY PAY

1. Pupil Services

- A. Senior High Counselors.....15% C.
- B. Junior High Counselors.....10% C.
- C. Social Workers.....5% C.
- D. Diagnosticians.....5% C.
- E. School Community Coordinator.....10% C. (1971-72 only)
- F. Attendance Court Liaison Agent.....5% C.

2. 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) Choraliers or Chamber Choir.....1.25% C.
 - c) Contando.....1.25% C.
 - d) Mixed Ensemble.....1.25% C.
- 2) Junior High
 - a) Chorus.....2.0% 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.....4.0% C with a \$500 maximum limit

- 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 be.....6.0% C with no maximum limit

3. Senior High Interscholastic Athletics

A. Boys

- 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) Assistant Tennis Coach.....6% B
- 21) Trainer, Athletic.....30% B

B. Girls

- 1) Interscholastic and intramural Activities Director...12% B
- 2) Interscholastic Athletics Coaches--as needed.....5% B each

NOTE: See Section 9 of this Appendix.

4. 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 Heads.....2.5% C.

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 10 of this Appendix.

5. 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.

6. 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) Pioneer High School Production Board.....up to 9.5% B for each play
- 3) Stage Manager.....4.5% C and homeroom and one period each day each semester released
- 4) Debate and Forensics.....17% B and one period each day each semester released

7. Secondary Intramurals

A. High School Boys.....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% B
- 3) Aquaneers.....5.0% 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 9 of this Appendix.

8. 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

Teachers of Behind the Wheel Driver's Education who are members of the Driver's Education Department of the Ann Arbor Public Schools shall receive an hourly rate equal to their hourly rate for required teacher time during the school year for any teaching outside the normally scheduled school hours.

*No teacher of Driver's Education will receive an hourly remuneration less than the amount for fulfilling the same responsibilities during the 1970-71 school year. The above hourly rates of remuneration shall apply to all Driver's Education scheduled outside 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.

9. 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 the [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.
10. "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
SCHOOL HOURS

Elementary

Carpenter	A.M. 9:00 - 11:45	P.M. 12:30 - 3:15
Clinton	A.M. 8:45 - 11:30	P.M. 12:30 - 3:15
Stone	A.M. 8:45 - 11:30	P.M. 12:30 - 3:15
Meadowview	A.M. 9:00 - 11:45	P.M. 12:30 - 3:15
Dixboro	A.M. 8:45 - 11:30	P.M. 12:30 - 3:15
King	A.M. 9:10 - 3:30	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. 8:45 - 11:30	P.M. 12:45 - 3:30

Secondary

Forsythe Junior High	7:40 - 12:40	11:05 - 4:05
Scarlett Junior High	8:05 - 1:40	9:45 - 3:20
Slauson Junior High	7:45 - 12:50	11:15 - 4:20
Tappan Junior High	8:05 - 1:45	9:45 - 3:30
Huron Senior High	8:00 - 2:45	
Pioneer Senior High	8:00 - 1:11	10:13 - 3:30

CALENDAR FOR 1971-72 SCHOOL YEAR

September 9 (Thursday).....	Teachers Report to Buildings for Orientation.
September 10 (Friday).....	Students attend school all day.
November 25-26 (Thursday-Friday).....	Thanksgiving Vacation.
December 20-31 (Inclusive).....	Winter Vacation.
January 27 (Thursday).....	Last day for students first semester; students attend half day, teachers all day.
January 28 (Friday).....	Last day first semester; no school for students; teachers finish assignments for first semester.
January 31 (Monday).....	Second Semester Begins.
March 27-31 (Inclusive).....	Spring Vacation.
May 29 (Monday).....	Memorial Day - No School.
June 16 (Friday).....	Last day for students and teachers; students dismissed at noon; teachers may leave upon completion of their assignments.

SUMMARY OF REQUIRED TIME

184 Teacher Attendance Days
182 Student Attendance Days

CALENDAR FOR 1972-73 SCHOOL YEAR

August 31 (Thursday).....	New Teachers report
September 5 (Tuesday).....	Teachers report to buildings for orientation.
September 6 (Wednesday).....	Students report for half day.
November 23-24 (Thursday-Friday).....	Thanksgiving Vacation.
December 21-January 2 (Inclusive).....	Winter Vacation.
January 24 (Wednesday).....	Last day for students first semester; students all day
January 25 and 26 (Thursday and Friday).....	Last day first semester; no school for students; teachers finish assignments for first semester. One half day of these two days shall be in-service.
January 29 (Monday).....	Second Semester begins.
March 1 (Thursday).....	In-Service, Humaneness.
March 2 (Friday)	No School.
April 16-20 (Inclusive).....	Spring Vacation.
May 28 (Monday).....	Memorial Day - No School.
June 14 (Thursday).....	Last day for students; students dismissed at noon.
June 15 (Friday).....	Teachers may leave at 11:30 A.M. upon completion of their assignments. Last day of second semester.

SUMMARY OF REQUIRED TIME

188 New Teacher Attendance Days
185 Teacher Attendance Days
181 Student Attendance Days

ANN ARBOR PUBLIC SCHOOLS PAY DAY SCHEDULE FOR 1971-1972

*September 10-17

*October 1-15-29

*November 12-24

*December 10-22

*January 7-21

*February 4-18

*March 3-17-31

*April 14-28

*May 12-26

*June 9-23

July 7-21

August 4-18

*Pay dates for twenty-two pays

ANN ARBOR PUBLIC SCHOOLS PAY DAY SCHEDULE FOR 1972-1973

*September 8-22

*October 6-20

*November 3-17

*December 1-15-27

*January 12-26

*February 9-23

*March 9-23

*April 6-20

*May 4-18

*June 1-15-29

July 13-27

August 10-24

*Pay dates for twenty-two pays

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. An employee possessing a life or permanent certificate valid in the state of Michigan and having been employed full-time 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 contractural salary subject to such deductions as are required by law, Board of Education regulation, or employee election.

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

The intent of the salary provision as stated is on the premise that a recipient of a sabbatical leave will be 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, 1971.

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

Annuities:

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

Telephone: 1-965-7310

Michigan Education Special Services Association
(Other information above)

Such other programs as may be agreed upon by the Board
and the Association.

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
CONTRACT PERIOD

DATE

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

SICK LEAVE BANK OPERATING PROCEDURES

1. The Sick Leave Bank is administered by the Personnel Office. Application is made by calling 665-7711.
2. Days from the Sick Leave Bank shall be used only for illness of a teacher which, in the judgment of a physician, makes it necessary for the teacher to be absent from his assignment.
3. A physician's verification shall be required for each instance of use of days from the Sick Leave Bank. Such verification must be submitted to the Personnel Office not later than ten (10) days after the first day withdrawn from the Sick Leave Bank for any illness.
4. There shall be a limit of one hundred eighty (180) days use from the Sick Leave Bank for any one illness of a teacher whether in one or two school years.
5. The responsibility for making application for the use of days from the Sick Leave Bank rests with the teacher. The following information will be required upon application:
 - a) Name
 - b) School or Unit
 - c) Approximate number of days needed and dates of these days
 - d) Name of physician
 - e) Date of appointment with physician
6. Application for use of Sick Leave Bank must be made not later than 5:00 p.m. of the second day of an absence covered by the Sick Leave Bank.
7. Failure of any teacher to comply with the time limits described in 3 and 6, above, shall result in a salary deduction of one day's pay for each day those time limits are exceeded.

APPENDIX XII

Items related to Academic Freedom, added, by reference, to Section 4.712.

Controversial Issues

The teaching about controversial issues, suitable to the age level, is approved as preparation of students for intelligent and conscientious participation in our democratic social order. The maintenance of the intellectual atmosphere which is implied here will necessarily depend upon the discretion of the administration and the objectivity and wisdom of the teaching staff.

Religious Instruction

Formal religious instruction in the public schools of Ann Arbor is prohibited. Teachers must be informed about and have an understanding of all religious or non-religious groups represented in our schools. The building principal must assume the right of determining design of exercises, programs, etc., and the involvement and participation of pupils and teachers which give evidence of respect, tolerance and sensitivity to the many points of view evident within his school community.

APPENDIX XIII

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 is not limited to formal reprimand, censure, docking, suspension, demotion and discharge.
5. FORMAL REPRIMAND: a reproof or rebuke for alleged misconduct delivered, in writing, to a teacher and the Association 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 shall indicate how long it will remain a part of that file; such reprimands may become a permanent or temporary part of that file.
6. GRIEVANCE: any complaint against the Board or its agents arising from alleged infraction, violation, a misapplication or misinterpretation of this Master Agreement.
7. GRIEVANCE, ASSOCIATION: an informal or formal grievance filed by the Association on behalf of an individual member of the bargaining unit, a class of members within the bargaining unit, the entire bargaining unit and/or the Association as the bargaining unit representative.
8. GRIEVANCE, CLASS: an informal or formal grievance filed by two or more individuals of the bargaining unit affected similarly by a condition, Board policy and/or action.

9. GRIEVANCE, FORMAL: a grievance filed in writing, using the form 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.
10. GRIEVANCE, INFORMAL: 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 protection, from the Association as is given the teacher filing a Formal Grievance.
11. 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.
12. 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.
13. 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.
14. REGULAR BASIC SALARY SCHEDULE: the salary schedule appearing as Appendix IV of this Agreement.
15. SUBSTITUTE, EXTENDED TIME: any substitute taking the place of a regular teacher whose absence is of sufficient duration to require of the substitute the effective personal direction and determination of the learning situation for a period in excess of five (5) consecutive school days, but less than one semester.
16. SUPPLEMENTARY PAY: pay over and above the Regular Basic Salary Schedule, as defined above.
17. TEACHER: any employee of the Ann Arbor Board of Education hired to perform the functions of positions listed in Group A, Appendix I, who are not day-to-day substitutes, Extended Time Substitutes or hired to perform the functions in Group B, 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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