

AGREEMENT

between

**EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION**

and

**CHARLOTTE BOARD OF EDUCATION
CHARLOTTE PUBLIC SCHOOLS
Charlotte, Michigan**

July 1, 2006 - June 30, 2007

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AGREEMENT

between

EATON COUNTY EDUCATION ASSOCIATION

and

CHARLOTTE BOARD OF EDUCATION

This Agreement entered into by and between the Board of Education of Charlotte Public Schools of Eaton County, Michigan, hereinafter called the "Board," and the Eaton County Education Association-MEA-NEA, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Charlotte is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining and/or negotiating representative, as defined in Act 379, Public Acts of 1965 as amended, for all certified professional personnel under contract of tenure or probationary status on a full or regular part-time basis or on leave. The bargaining unit shall include classroom teachers, contracted substitute teachers, guidance counselors, librarians, speech and hearing therapists, nurses, psychologists, visiting teachers, advising or critic teachers, teachers of the homebound or hospitalized, teachers of special education, attendance officers, social workers, cooperative education teachers, agricultural teachers, department chairpersons, and any other positions requiring degree-holding and certificated personnel, employed or to be employed by the Board, whether or not assigned to a public school building, but excluding: aides, community school program personnel (basic education program, recreation, high school completion, adult enrichment, etc.), substitute teachers, and supervisory and executive personnel within the meaning of PERA. Both parties shall agree in advance as to whether newly created positions are within the bargaining unit.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Eaton County Education Association-MEA-NEA for the duration of this Agreement.

- C. The terms "teacher/employee" when used hereinafter in this Agreement shall refer to all bargaining unit members represented by the Association and employed by the Board.
- D. The term "Board" shall include its officers and other elected members acting at a properly called Board meeting. The Board appoints the Superintendent to serve as its executive officer.
- E. All generic references to male employees shall include female employees.

ARTICLE 2

AGENCY SHOP AND PAYROLL DEDUCTIONS

- A. In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
 - 1. Association Members Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
 - 2. Service Fee Payers Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative (with the exception of proceedings before the Michigan Employment Relations Commission) and contractual procedures shall be barred.
 - 3. Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.
- B. In the event the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below:
 - 1. The procedure in all cases of non-payment of the Service Fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph a. above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the Service Fee to the Association or authorized payroll deduction for same.

- C. Payroll deduction - Upon written authorization by a bargaining unit member or pursuant to paragraph B, the Board will deduct the specified amount of the dues or Service Fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or of the completion of due process procedures in paragraph B above and continuing through the last pay period in June of each year. Moneys so deducted accompanied by a list of teachers from whom the deductions have been made will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.
- D. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated within thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- E. The Association will certify at least annually to the District, the amount of said professional fees and the amount of service fees to be deducted by the District, and that said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

The Association also agrees to furnish the District, upon request, with all information necessary for the District to review the legal sufficiency of the Association's procedures whereby nonmembers of the Association can challenge service fees established by the Association as well as with respect to the proper identification and allocation of Association expenditures which have been characterized by the Association as properly chargeable to bargaining unit members who do not choose to become members of the Association.

The Association agrees to promptly notify the District of any future litigation where an order has been issued preventing the Association from implementing its "Policy Regarding Objections to Political-Ideological Expenditures" or any successor policy pertaining to the same subject matter. In such event, the District shall have the right to suspend the involuntary wage deduction procedures specified herein for non-Association bargaining unit members.

Should such involuntary payroll deduction become legally disallowed, the District shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment. Required procedural due process shall be observed.

- F. Save Harmless Clause - In the event of legal action against the Board (including each Board member, administrator or other District employee) brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Association agrees that in any action so defended, it will hold the Board harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

- G. The Board shall, upon joint approval of the Association and Board, also make payroll deduction upon written authorization from teachers for annuities, credit union, savings bonds, charitable donations, or any other plan or programs. Said deductions shall be made twice monthly with the exception of MESSA deductions, which shall be made monthly.
- H. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts of a nonreligious charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the Board and the Association.

ARTICLE 3

ADMINISTRATIVE RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation except as expressly provided in this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal, or demotion; and to promote and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; and
 5. To determine class schedules, hours of instruction, duties, responsibilities, assignments, and the terms and conditions of employment of teachers and other employees with respect to administrative and non-teaching activities.

ARTICLE 4

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States and that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment, as defined by the Master Agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided elsewhere.
- C. The Board specifically recognizes the right of its teachers appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.
- D. The Association and its members have the right to use building facilities for meetings at such hours that do not interfere with the regular program of the school or any other activities that had previously been scheduled and approved by the Board or its representatives.
- E. Office mail boxes and bulletin boards in the teachers' lounges and workrooms shall be made available. This shall not be interpreted to require the District to process any such mail through the District's internal mail system. If the District refuses to process mail under this provision, it shall return the mail to the sending party.
- F. Duly authorized representatives of the Association shall be permitted to transact Association business on school property at all reasonable times provided such does not interfere with or interrupt normal school operations.
- G. The Board agrees to honor reasonable requests for available information concerning the financial resources of the District, agendas and minutes of all school board meetings, and such other information which may be necessary for the Association to bargain collectively and to process any grievances.
- H. The Association shall be duly advised by the Board of fiscal, budgetary, and tax programs affecting the District and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- I. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject to accepted standards of professional responsibility.

- J. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities.
- K. All confidential communications obtained by a teacher in the course of his professional duties with students shall be disclosed only as authorized by law.
- L. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board as long as it does not adversely impact the teacher's job performance or the educational process. It is expressly understood that a teacher may not advance his own personal political or religious views in the classroom.
- M. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital, or parental status, or membership in or association with the activities of any employee organization.

ARTICLE 5

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Article 26, Schedule "A", which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
 - 1. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, with regular teachers' assignments made on the adopted calendars.
 - 2. Teachers on a twelve (12) month assignment shall be contracted on a forty-eight (48) week basis.
 - 3. Contractual salaries will be paid by one of the following options selected by the teacher:
 - a. 26 equal pay periods.
 - b. 26 equal pay periods with the option of requesting the balance of contract on the last pay period in June.
 - c. 21 equal pay periods.
 - 4. Increments become effective on the first day of each school year, and advancement on the salary schedule shall be automatic as of the beginning date or as of the first day of the second semester following completion of academic or professional courses.
 - 5. Effective July 1, 1992, academic credit applied to lateral column advancement on Schedule A must be:
 - a. Taken in any class in the teacher's area of assignment, certification or training, or

- b. Taken in any class involving methodology or teaching techniques designed to enhance the teacher's instructional effectiveness and which is aligned with District or building instructional goals, or
- c. Taken in any class which may lead to additional certification, endorsement, or re-endorsement, or
- d. Taken in any graduate level class which does not satisfy any of the above criteria but which has received prior approval from the Superintendent (or designee) due to the benefits of the class to the School District.

The above shall not be applied to divest a teacher credit for classes taken prior to September 1, 1992.

- e. Twenty-five (25) clock hours of teacher training time [thirty (30) clock hours for teachers hired on or after 9/1/95] will be equated to one semester hour of college credit for purposes of movement to the MA +30 column from the MA +15 column only. Alternatively, six Continuing Education Units (CEUs) will equate to one semester hour of college credit for purposes of movement to the MA +30 column from the MA +15 column only. These conversions shall be applicable if all the following criteria are met:

- 1. The training time and content are approved in advance by the Superintendent or designee using the criteria specified in 5 a, b, and d above.
- 2. The training time occurs entirely outside of the teacher work day. Provided, that this requirement shall be waived if the teacher reimburses the District for substitute costs incurred due to the teacher's attendance at training for which credit hours will be granted.
- 3. The District is not responsible for payment/reimbursement of tuition or enrollment costs.
- 4. The hours are completed on or after September 1, 1994. CEUs must have been completed on or after October 1, 2002.

B. A maximum of \$75 per semester hour shall be paid as reimbursement for eligible course work, under the standards described in this paragraph.

- 1. Teachers shall not be eligible for reimbursement until such time as they have satisfied the then-current hour requirement for continuing certification.
- 2. In the event the building principal and CEA building representative conclude that a teacher should be reimbursed all or part of any tuition costs, up to the maximum amount specified in paragraph B above, a recommendation to that effect shall be submitted to the Superintendent or his/her designee for approval or disapproval.
- 3. It is understood that any tuition reimbursement under this Agreement will only be made for courses which:
 - a. Maintain or improve skills required in the teacher's employment, or

- b. Meet the requirements (beyond continuing certification) imposed by statute, administrative regulation and this contract for teacher's retention in his/her established employment relationship and status with Charlotte Public Schools.
 4. If the course work for which reimbursement is sought is part of an advanced study program leading to a Master's, Specialist or Doctor's Degree and otherwise satisfies all of the other eligibility standards in this Article, prior approval of the course work by the Superintendent or his/her designee shall not be required.
 5. If the course work for which reimbursement is sought is not undertaken in connection with an advanced study program leading to a Master's, Specialist or Doctor's Degree but otherwise satisfies all other eligibility standards in this Article, prior approval of the course work by the Superintendent or his/her designee shall be required. The decision to approve or disapprove the request for reimbursement shall take into consideration: the academic level of the course work; the relationship of the course to the teacher's current assignment and school curricular needs; the teacher's prior academic training and teaching experience.
 6. Teachers who are eligible for tuition reimbursement shall submit the request by October 15 or April 1 immediately ensuing completion of the course for which tuition reimbursement is sought. The District will then have thirty (30) days to process the request. Reimbursement shall not be made in the event of untimely application by a teacher.

Tuition reimbursement shall not be made for courses that would otherwise be eligible for reimbursement by April 1, 2006 or by October 15, 2006. The parties intend that the Board is not responsible for tuition reimbursement for courses that would otherwise be reimbursed during these intervals.
 7. Tuition reimbursement shall be reduced by any amounts the District has paid for seminar or in-service enrollment fees on behalf of the teacher where the teacher seeks to convert those hours to academic credit.
- C. Credit for experience outside the school system shall be evaluated by the Superintendent at the time of hire. Credit may be allowed for up to ten (10) years of satisfactory teaching or other job-related experience.
- D. Credit for experience within the District shall be granted in accordance with the following:
1. For each year of full time (1.0 FTE) teaching experience, an employee shall be credited with an advancement of one (1) step on the schedule.
 2. For each semester of full time (1.0 FTE) teaching experience, an employee shall be credited with an advancement of one-half (1/2) step on the schedule.
 3. For each semester of teaching one-half (1/2) (.5 FTE) or more the number of periods in a day, an employee shall be credited with an advancement of one-half (2) step on the schedule.
 4. For each two (2) semesters of more than one-half (1/2) (.5 FTE) or more of the number of periods in a day, an employee shall be credited with an advancement of one (1) step on the schedule.

5. For each two (2) semesters of teaching at least .2 FTE but not more than .5 FTE (based on the number of periods in a day for a full time assignment) an employee shall be credited with advancement of one-half (1/2) step on the salary schedule.
 6. For a teacher who completes sixty (60) days within a semester, he/she will be credited with one-half step on the salary schedule.
 7. For a teacher who completes one hundred twenty (120) days within a year (as defined by the approved school calendar), he/she will be credited with one (1) year of credit on the salary schedule.
- E. A new teacher entering the profession after a number of years in business or industry with no previous teaching experience shall start at the base salary depending upon degree(s) held. After the first year of employment he/she shall move up the salary schedule from one (1) to five (5) steps, based on evaluation of his/her teaching performance as determined by the administration. Advancement on the salary schedule, however, shall not exceed the number of years in teaching combined with business or industry service experience.
- F. The regular salary increment occurring during one (1) year of study at a university while on a sabbatical or an educational leave shall be credited to the teacher upon his/her return.
- G. Credit will be given for substitute teaching in the Charlotte Public Schools only, according to the following:
1. If teaching time equals sixty (60) or more full days taught within one (1) school year, the teacher shall be granted one-half (1/2) year experience on the salary schedule.
 2. If teaching time equals one hundred fifty (150) or more full days taught within one (1) school year, the teacher shall be granted one (1) year experience on the salary schedule.
- H. Any former teacher of the Charlotte Public Schools who is re-employed within a period not exceeding five (5) years shall be placed on the salary schedule at the next step above the one on which his/her salary was based when he/she left the District. Previous years of service will not be lost for purposes of determining eligibility for longevity pay, provided the above condition is satisfied. Proper credit will be given for professional advancement should the teacher have advanced to a higher academic degree level since leaving the District. Credit will not be given for less than one-half (1/2) year teaching experience.
- I. Vocational outside work experience approved by the State Department of Vocational Education as acceptable for vocational certification may, at the discretion of the Superintendent, be credited at the rate of one-half (1/2) increment for each year of approved experience to a maximum of ten (10) increments. Any part-time vocationally reimbursable assignments will receive partial increment. No increments will be allowed for vocational service above the maximum steps of the five (5) educational classifications on the salary schedule. Vocational increments will not be granted to those teachers who choose to no longer teach in a vocational area.
- J. Extra-duty pay shall be the percentage of base pay corresponding to the position as listed in Article 26, Schedule "B" which is attached to and incorporated in this Agreement.
1. Seasonal extra-duty contract salaries will be paid, according to the choice of the teacher involved, either in one payment at the conclusion of the appropriate season, or in two payments, the first at approximately the middle of the season and the second at the conclusion of the season.

2. All other extra-duty contract salaries will be paid according to the choice of the teacher involved, either in one payment at the end of the year or commencing with the contract.

K. For extra work the teacher shall be entitled to additional professional compensation. The teacher shall be paid the hourly stipend specified in Schedule B in addition to his/her base salary for all time spent after the regular school day at any parent or student activity or attendance at any educational or civic functions where attendance is not voluntary but required, except attendance at P.T.A., a voluntary club advisorship, open houses, and parent conferences. It is further recognized that the District may request that teachers be compensated for extra work outside of school hours at other than the hourly stipend in Schedule B for the performance of special projects in connection with grants or other programs. The Association shall be notified of the contemplated level of compensation in such instances and final approval shall be subject to mutual agreement of the Association and the Board.

For work compensated at the hourly stipend (e.g. lunchroom monitoring, substituting) the number of minutes worked per session will be rounded up to the nearest tenth of an hour for computation purposes.

For example: a 40 minute work session will be rounded to 42 minutes or $.7 \times \$18.14/\text{hr} = \12.70 .

L. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board of participating in any professional grievance negotiation shall be released from regular duties without loss of salary.

M. Employees required to use personal automobiles for school-related business shall be reimbursed at the rate as approved by the Internal Revenue Service.

N. When a teacher begins his/her second year on Step 11 of the salary schedule he/she shall receive, each year, a longevity salary payment which shall be a factor of 2.5% of Step 11. After eighteen (18) years of professional service with the District, the teacher shall instead, each year, receive a longevity payment which shall be a factor of 5.0% of Step 11.

1. Longevity pay will begin at the time the required years of professional service are reached by a particular employee. For purposes of eligibility for enhanced longevity under ¶10 of this Article, a teacher who has at least ten (10) years of professional service with the District may count as "years of professional service to the District" those years of teaching service outside the District for which the teacher received credit on the salary schedule when initially hired as a teacher at Charlotte Public Schools.

2. When longevity starts other than at the beginning of the school year, it will be pro-rated to the number of work days remaining in the school year.

3. Layoff time will not count toward eligible service for longevity pay.

4. Leaves which will count toward years of service for longevity eligibility are:

- a. Personal illness-disability (including maternity). A maximum of one (1) year's leave may be counted, except that if the teacher was granted one (1) or more year(s) of this leave prior to July 1, 1991, all such prior year(s) shall be eligible. In that event, the teacher shall not be permitted to count as eligible years any leave time for this purpose taken subsequent to July 1, 1991.)

- b. Study.
 - c. Sabbatical.
 - d. Peace Corps.
 - e. Child care. (a maximum of one (1) year's leave may be counted, except that if the teacher was granted one (1) or more year(s) of this leave prior to July 1, 1991, all such prior year(s) shall be eligible. In that event, the teacher shall not be permitted to count as eligible years any leave time for this purpose taken subsequent to July 1, 1991.)
5. Unpaid leaves not referenced in subparagraph (4) immediately above shall not be counted for longevity eligibility purposes.
 6. Part-time employment will count if enough to count for an increment.
 7. Substitute service will count if eligible for an increment under the standards specified in paragraph G of this Article.
- O. In lieu of receiving a longevity payment under paragraph N above, after eighteen (18) years of professional service with the District, a teacher shall, each year, be eligible to receive a longevity payment which shall be a factor of 5.5% of Step 11, provided the following requirements are satisfied:

1. The teacher must have taken at least five (5) semester hours of acceptable college credit earned during the preceding five (5) years. Such college course work must satisfy the standards for tuition reimbursement set forth in paragraph B of this Article.
2. If a teacher has attained a Master's degree or BA+30 (or beyond), he/she may satisfy the continuing education requirement by completing a minimum of thirty (30) clock hours of administratively approved training in the area of his/her teaching assignment. These hours must be completed outside the normal work day of the teacher. Payment of enrollment fees and/or expenses by the District shall not preclude application of those hours, provided that the teacher receives no additional stipend or compensation by virtue of his/her attendance.
3. In addition, if a teacher has attained a Master's degree or BA+30 (or beyond), he/she may satisfy the continuing education requirement by completing a combination of semester hours of acceptable college credit and clock hours of administratively approved teacher training during the preceding five (5) years in the area of his/her teaching assignment.

College course work must satisfy the standards for tuition reimbursement set forth in Paragraph B of this Article. The clock hours must be completed outside the normal work day of the teacher. Payment of enrollment fees and/or expenses by the District for the clock hours of training shall not preclude application of those hours, provided that the teacher receives no additional stipend or compensation by virtue of his/her attendance.

For the purpose of implementing this section only [Article 5 - O (3)], one semester hour of college credit will be equated to six (6) clock hours of teacher training.

4. If a teacher qualifies for receipt of longevity under this provision and thereafter fails to satisfy the continuing education/training requirements, he/she shall no longer be eligible for

this enhanced longevity payment but shall receive a longevity payment under Paragraph N of this Article, if the conditions for eligibility are otherwise satisfied.

- P. In addition to the longevity amounts for which a teacher is eligible under the preceding provisions of this Article, teachers shall be entitled to receive a longevity payment as follows, based upon Step 11 of the Salary Schedule:

YEAR	2006-2007
25	1/2%
26	1%
27	1 1/2%
28	2%
29	2 1/2%

- Q. Teachers who submit a resignation by January 15 for retirement at the end of the school year, will receive additional remuneration from the District in the amount of \$1,000 for transitional services rendered under the supervision of their building administrator/immediate supervisor.
- R. The Board and the Association recognize the importance of instructional continuity and the role of teacher attendance in the attainment of that objective. To that end, if the aggregate average number of annual sick leave days utilized by teachers in the bargaining unit as a whole decreases by 2 days (or more), the amount of \$36 per FTE teacher (for each half day of reduction in average sick leave utilization per teacher) will be committed to a compensation pool to be apportioned among bargaining unit members at the conclusion of the school year in a manner directed by the Association. For purposes of this provision, an average annual utilization of six and one-half (6.5) sick leave days will be the baseline for measurement of any utilization reduction for the 2006-2007 school year. If payment is made under this provision the base-line for measurement in subsequent school years shall be reduced by the number of half-days paid. Crisis sick leave extensions granted under Article 6 ¶ E and sick leave days utilized for bereavement under Article 6 ¶ F will be excluded from the utilization calculations under this provision.

ARTICLE 6

PAID LEAVES

- A. At the beginning of each school year, each teacher shall be credited with ten (10) days of leave for his own illness or disability.
1. Such sick leave shall accumulate up to a maximum of one hundred ten (110) days. If a teacher has reached the maximum accumulation at the close of the immediately preceding school year, he shall be credited with ten (10) sick days at the beginning of the next school year, with those days being non-accumulative.
 2. A part-time employee shall receive a pro-rated portion of sick leave at the beginning of his contract.
 3. Sick leave shall not be used beyond the elimination period established for receipt of benefits under any long term or short term disability policy covering the teacher. After the elimination period, the teacher may elect to use a pro-rated portion of sick leave to receive

the difference between the teacher's regular salary and the amount of disability benefits, with a proportionate deduction made from the teacher's sick leave accumulation.

- B. Leave of absence with pay chargeable against the teacher's sick leave shall be granted, to a maximum of ten (10) days per school year, for the illness in the immediate family. "Immediate family" shall be defined as father, mother, father-in-law, mother-in-law, spouse, children, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandchild and others living within the household of the teacher. Five (5) additional leave days, with pay chargeable against the teacher's sick leave days, shall be granted for illness of spouse or child upon the recommendation of the attending physician.
- C. Health appointments shall be charged against the teacher's sick leave.
- D. For purposes of the Family and Medical Leave Act (P.L. 103-3) sick leave allowed and which is taken under this Article shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the teacher. This shall apply to:
 - 1. Sick leave which is utilized pursuant to ¶ B of this Article to care for a family member (child, spouse, or parent) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care.
 - 2. Sick leave which is utilized pursuant to Sec. A or Sec. E of this Article due to a serious health condition which renders the teacher unable to perform the functions of his/her job.
- E. A crisis sick leave extension is established to cover emergency situations where a teacher faces an extended disability period with an inadequate sick leave accumulation. After receiving written application by a teacher who has exhausted his own sick leave days followed by a ten (10) workday waiting period, the Superintendent may grant a sick leave extension. The criteria for a crisis sick leave extension would be as follows:
 - 1. The individual must first use all accumulated sick leave during which the individual would receive his normal daily rate of pay.
 - 2. A waiting period of ten (10) working days with no salary must pass before a crisis sick leave extension will be considered.
 - 3. Upon receiving application for a crisis sick leave extension, the Superintendent may grant approval for extension, with payment at 66 2/3% of an individual's daily rate of pay for a maximum period of forty (40) working days or until the long-term disability insurance coverage begins, whichever is sooner.
- F. Leaves of absence with pay not chargeable against the teacher's sick leave shall be granted for the following reasons:
 - 1. Maximum of five (5) days for a death in the immediate family, as defined above in ¶B. If extenuating circumstances exist (e.g. distant travel) the teacher may request permission to use up to five (5) additional days, such days to be deductible from the teacher's accumulated sick leave.
 - 2. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance, if approved by his principal.

3. Two (2) days per year will be allowed for personal leave. These may be used for personal business which cannot be conducted on other than a school day according to the following provisions.
 - a. Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the principal or immediate supervisor.
 - b. Personal leave is to be used for sound, pressing and unavoidable reasons only, and its proper use may be subject to verification at the request of the school administration if warranted by the teacher's previous attendance record or if there is legitimate cause to suspect that the leave has been used improperly.
 - c. Personal leave days are not to be used for any purpose that one could construe to be a failure to accept one's professional responsibility and/or failure to conduct one's self in a professional or ethical manner. Personal leave days are not to be used for health or medical appointments except as otherwise may be required under the Family and Medical Leave Act.
 - d. Should it be determined that personal leave has been used improperly, the employee shall be subject to disciplinary procedures up to and including loss of salary.
 - e. Personal leave days are not to be used the last day before a vacation or the first day after a vacation. Exceptions may be made at the discretion of the Superintendent.
 - f. Part-time employees shall receive a pro-rated portion of personal leave.
 - g. Personal leave days which are not utilized by a teacher in a school year shall be paid to the teacher, by the conclusion of the school fiscal year, at the rate of seventy-five percent (75%) of the current substitute per diem rate for each unused personal leave day. Teachers who give written notice to the District by the last teacher work day may elect to have unused personal leave days credited to their sick leave accumulation.
4. Absence when a teacher is called for jury duty. Any remuneration received for jury service shall be remitted to the Board.
5. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever a teacher is subpoenaed to attend any proceeding.
6. Time necessary to take a physical examination in connection with enlistment in the military.
7. The Board agrees to provide released time to the C.E.A. equivalent to three (3) days at full pay per year for the purpose of performing its duties. The use of these days shall be at the discretion of the C.E.A. Board of Directors. The C.E.A. must give notice for this request to the Superintendent as early as possible, but in any event no less than three (3) days prior to the requested leave day or days.

In addition, the C.E.A. may be granted time equal to fifteen (15) days to be used by the C.E.A. President and/or his designee for Association business. If a substitute is required, the cost of the substitute will be charged to the C.E.A.

8. Teachers may take two (2) days to make arrangements for medical or nursing care for a member of their immediate family. Immediate family is defined as in paragraph B of this Article.
- G.
1. Leave pay will be granted for personal illness or injury, personal business and other reasons listed in this Agreement, or for any other reason granted by the Superintendent.
 2. A teacher who is absent because of an injury or disease under the Workers' Disability Compensation Act shall make a written election of one of the following options at the time he/she becomes eligible for workers' compensation benefits:
 - a. The teacher may utilize his/her accumulated sick leave for each day absent provided that he/she reimburses the District for the amount of workers' compensation benefits received for the corresponding pay period. Teachers shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
 - b. The teacher may elect to receive workers' compensation benefits only.
 - c. The teacher may elect to receive the difference between his/her regular salary and the amount received as workers' compensation benefits. Such difference in salary shall be computed on a percentage basis, and this percentage shall be deducted from the teacher's sick leave accumulation. (For example: if workers' compensation pays sixty percent of full pay, sick leave will only pay forty percent and the sick leave accumulation shall be charged .4 of a day for each day so used.) Teachers shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
- H.
- Teachers who have been employed a minimum of seven (7) years in the Charlotte Public Schools may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall receive full insurance benefits and one-half (1/2) his annual salary as provided in this Agreement.
1. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status and shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period.
 2. The teacher shall sign an agreement to return to service with the Charlotte Public Schools upon termination of the sabbatical leave or refund any compensation received from the Charlotte Public Schools while on leave, except as the Board shall, by special action, waive such obligation.
 3. Applications shall be filed with the Superintendent. Applications must show evidence of worthiness of purpose for the leave and of constructive nature for leave. No more than two (2) percent of the total certificated staff shall be on leave at the same time.
 4. All applications shall be reviewed for recommendation to the Superintendent by a committee consisting of six (6) members, three (3) appointed by the Superintendent and three (3) appointed by the C.E.A. Board of Directors. The committee shall consider among other qualifications the following: the extent of the applicant's professional study, travel, research, growth, contributions and successful service during the seven (7) years of employment. The final decision for granting such leave shall depend on the availability of funds and shall rest with the Board of Education.

5. This paragraph (H) and its subparagraphs are not applicable to leaves of absence which the Board is required to grant under Section 1525 of the Revised School Code. This provision shall not preclude a Master Teacher from making application and being granted a sabbatical leave under Section H paragraphs 1-4 above. The Board may compensate individuals granted leaves required by Section 1525 of the Revised School Code by using Professional Development Funds received under Section 1525 of the School Code.

ARTICLE 7

UNPAID LEAVES

- A. Any teacher who is unable to perform his duties because of a personal illness or disability (including for this purpose maternity) which extends beyond the period for which sick leave pay is received under Article 6 shall be granted a leave of absence without pay for such time as is necessary to recover from such illness or disability, up to a maximum of one (1) calendar year.
 1. It is understood that such sick leave shall be renewed if necessary upon application of the teacher. Any application for sick leave shall be in writing and be supported by a doctor's statement if requested by the Superintendent.
 2. Upon expiration of such sick leave, the teacher shall be assigned to the same or to a substantially equivalent position. Such leave shall not exceed three (3) consecutive years. After the first year of leave, the teacher may only return at the beginning of a semester, unless otherwise approved by the Superintendent. A teacher will be expected to report for work on the first work day following expiration of the leave.
 3. Teachers accessing leave under this Section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence where the need for leave is foreseeable. If the teacher must begin medical treatment sooner, or if the need for leave is not foreseeable, notice shall be given as promptly as is practicable under the circumstances.
 4. The Board has the right to receive medical certification from the teacher's health care provider regarding the necessity for leave taken for a serious health condition under this Section. The teacher will facilitate and cooperate in the furnishing of such information, which shall incorporate responses to the inquiries contained in U.S. Department of Labor FORM WH 380 (or its successor form).
 5. The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the teacher's health provider, the teacher and the Board shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board and the teacher. The cost of this examination shall be paid by the Board.
 6. If the Board has reason to believe that the condition of the teacher has changed, the Board shall have the right to require recertification during the leave period and medical certification of the teacher's fitness to return to duty at the expiration of the leave period.
- B. Leave of absence will be granted up to two (2) years to any teacher who joins the Peace Corps as a full time participant in such program. The regular salary increment occurring during such period shall be allowed.

- C. Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. The regular salary increment occurring during such period shall be allowed.
- D. The Board shall grant leave of absence without pay to any teacher to campaign for, or serve in, a public office.
- E. Leaves of absence up to a maximum of one (1) year may be granted upon application for the following purposes:
1. Study related to the teacher's certificated field. The regular salary increment occurring during such period shall be allowed.
 2. Study to meet eligibility requirements for a certificate or degree other than that held by the teacher. The regular salary increment occurring during such period shall be allowed.
 3. Child care leave to commence at the conclusion of a disability leave under Paragraph A of this Article (or, in the case of an adoption, on the date that custody is granted) or to care for a child of the teacher with a serious health condition. Any period of leave after the exhaustion of the rights guaranteed under the Family Medical Leave Act shall be without pay and/or benefits for a period not to exceed one year.
 4. An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child (and in order to care for that child) or due to placement for adoption or foster care, as defined by the Family and Medical Leave Act, shall be taken concurrently with the foregoing leave provisions to the extent of the teacher's eligibility under the Family and Medical Leave Act.

Leave taken under this Section in connection with the birth of a child or due to placement for adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.
 5. Administrative Internship within the District. The Board will continue to pay the fringe benefits of the applicant for the period of the leave. The regular salary increment occurring during such period shall be allowed.
- F. The Board may grant a request for a leave of absence for any reason.
- G. Requests for leave of absence shall be made as far in advance as possible and in the case of a leave under Section E or F of this Article, at least by May 1 or November 1, respectively. This notice requirement may be waived by the Board.
- H.
1. Upon return from leave, the teacher shall be assigned to the same or to a comparable position if available (i.e. same department in High School, same subject and grade level in Junior High School, same grade level at Elementary schools, same program in other cases.) Otherwise the teacher shall be assigned to a position for which he/she is certified and qualified. Compliance with these criteria shall be considered as restoration to an equivalent position for purposes of the Family and Medical Leave Act.
 2. A position shall be considered available if no bargaining unit members have been assigned to that position by the conclusion of the assignment process outlined in Article 15.

3. Return from leave shall be subject to the provisions of Article 22 related to reduction of personnel.

Written notice of intent to return from any leave of absence provided in this Article, except leaves granted under Section A, must be submitted by April 1 if the teacher intends to return for the fall semester, and by November 1 if the teacher intends to return for the second (spring) semester.

- I. Unless expressly provided herein, the Board shall have no obligation to provide the fringe benefits premium amounts described in Article 23 or to grant increment advancement for any teacher who is on a leave of absence, except with respect to cases under Section A, in which event insurance coverage will continue through August 31, unless a longer interval is required by the Family and Medical Leave Act. Additionally, teachers shall enjoy rights to continuation of coverage for which they may be eligible under COBRA.

The Board of Education will continue premium payments for health care benefits (medical, dental, vision) as described in Article 23, for up to twelve (12) weeks for a teacher on an unpaid leave of absence for serious personal illness or disability or otherwise under the Family and Medical Leave Act. If the teacher fails to return from leave as granted under the collective bargaining agreement at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval.

- J. No teacher on leave under this Article may engage in any employment for another public or private educational institution without the prior express written consent of the Board.

ARTICLE 8

JOB SHARING

- A. For the purpose of this Agreement, job sharing shall be considered a partial leave of absence.
- B. The Board of Education reserves to itself the final right to approve all shared time teaching assignments.
- C. The parties agree that job sharing arrangements shall be restricted to two (2) teachers sharing one (1) full time position.
 1. Agreement to share a full time job assignment shall commit the teacher(s) for not more than one (1) year and shall expire with the last workday of each school year.
 2. The teacher(s) shall have the options of renewing the established job sharing assignments, creating another job sharing assignment or returning to a position equivalent to that held previous to the job sharing assignment.
- D. Job sharing situations shall be arranged by the teachers involved and presented to the Superintendent of Schools and the Association President by May 1 annually. The foregoing May 1 may be waived upon mutual agreement of the parties.
- E. In order to establish a shared job assignment, the involved teachers shall:
 1. Schedule the work time and designate the responsibility of each for the class; mornings and afternoons, first semester and second semester, class hours at the secondary level, etc.

2. Provide a brief description of how the teaching responsibilities are to be shared for the approval of the building administrator who is responsible for supervising the Job Sharing Team. Should the building administrator withhold approval, the reasons shall be provided in writing to the teacher.
 3. Provide a brief description of the process to be used communicating with the immediate supervisor.
- F. Teachers in a shared job assignment shall substitute teach in the other's absence whenever possible. The substituting teacher shall be compensated at the per diem substitute teacher rate.
 - G. A job sharing arrangement cannot be implemented if it would prevent a seniored part-time teacher from assuming a desired full time position.
 - H. Teachers in a shared job assignment shall accrue seniority and salary schedule credit as provided in Section D of Article 5.
 - I. In all situations involving job sharing, such assignments would be considered only for teachers who have voluntarily agreed to work together.

ARTICLE 9

NEGOTIATION PROCEDURES

- A. Matters that cannot be contemplated by this Agreement, such as governmental acts or acts of God, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association (subject to the requirements of the Public Employment Relations Act) but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiation or bargaining, subject only to such ultimate ratification.

ARTICLE 10

GRIEVANCE PROCEDURE

- A. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties to the dispute.

It is agreed that:

1. Both parties shall keep these proceedings as confidential as may be appropriate at each level of the procedure.
 2. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants and no reprisals of any kind shall be taken by or against any party of interest in the grievance procedure by reason of such participation.
 3. A grievance may be withdrawn at any level without prejudice or record, unless, in the judgment of the Association Representative or Professional Rights and Responsibilities Committee, the grievance affects a group of teachers, in which case the Professional Rights and Responsibilities Committee shall process the grievance at the appropriate level.
- B. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association Representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. The Association will be responsible for the processing of a grievance on behalf of a teacher.
- C. A claim by any teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. A grievant may invoke the formal grievance procedure on the form set forth in Appendix (1), which is attached to, and incorporated in, this Agreement.
1. The grievance shall be signed by the grievant and approved for processing by a designated Association Representative. The Association may act as grievant in any grievance, upon signature of a designated Association Representative and one or more affected bargaining unit members. Forms shall be available for the Association Representative in each building.
 2. A copy of the grievance form shall be delivered to the principal or supervisor within ten (10) work days of the events or omissions forming the basis for the grievance.
 3. If a grievance involves Central Office action, or more than one school building, the Association and the Superintendent may agree that the grievance may be filed directly at Level II. This shall not have the effect of extending time limits.

D. LEVEL I

The principal or supervisor shall meet with the Association Representative and grievant to review, discuss and attempt to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing. He/she shall have ten (10) work days, from receipt of the grievance, to convene the above meeting and to indicate his/her disposition in writing. A copy of the disposition will be furnished to the Professional Rights and Responsibilities Committee Chairperson and to the grievant.

For purposes of this Article, a disposition will consist of a written decision to either grant or deny the grievance and/or relief sought by the Association in the grievance.

E. LEVEL II

If the Association is not satisfied with the disposition of the grievance at Level I (or if no disposition was made at Level I within the above time limits), the Association shall transmit the grievance to the Superintendent (or designee), within five (5) work days of the Association's receipt (or due date) of the Level I disposition. The Superintendent (or designee) shall meet with the Association Representative and grievant, to review, discuss and attempt to resolve the grievance. The Superintendent (or designee) shall indicate his/her disposition of the grievance in writing. He/she shall have ten (10) work days, from receipt of the grievance, to convene the above meeting and to indicate his/her disposition in writing. A copy of the disposition will be furnished to the Professional Rights and Responsibilities Chairperson and to the grievant.

F. LEVEL III

If the Association is not satisfied with the disposition of the grievance at Level II (or if no disposition was made at Level II within the above time limits), the Association shall transmit the grievance to the Board Secretary, in care of the Superintendent, within five (5) work days of the Association's receipt (or due date) of the Level II disposition. The Board, or its designee(s), shall hold a hearing on the grievance, or give such other consideration as it shall deem appropriate. The Board, or its designee(s), shall indicate its disposition of the grievance in writing. The Board shall have twenty-five (25) work days within which to convene a hearing, or otherwise consider the grievance, and to indicate its disposition in writing. A copy of such disposition shall be furnished to the Professional Rights and Responsibilities Chairperson and to the grievant.

G. LEVEL IV

If the grievance has not been satisfactorily settled, the Association shall have the right, within thirty (30) calendar days after its receipt of the Level III answer (or due date), to submit such grievance to arbitration through the American Arbitration Association in accordance with their rules, which shall likewise govern the hearing.

A copy of the Demand for Arbitration will likewise be submitted to the Board. The Association may accomplish this by delivering a copy of the Demand for Arbitration to the Board Secretary, in care of the Superintendent, within the above-referenced 30 calendar days.

H. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him.

I. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

J. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be paid by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

K. No decision in any one case shall resurrect or require retroactive adjustment in any other case previously settled or withdrawn.

L. The arbitrator shall have no power to establish salary scales.

M. The arbitrator shall have no power to rule on any of the following:

1. The termination of services of or failure to re-employ any probationary teacher.
 2. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended).
 3. The content of the evaluation of the teacher is not subject to the arbitration provision (Level IV) of the grievance procedure. It is understood, however, that any discipline or procedural violation which arises due to an evaluation is subject to the grievance procedure.
 4. Non-renewal of a teacher in an extra-duty position.
- N. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation or advantage. The same or its equivalent in money shall be paid to him.
- O. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- P. The term "work days", as used in this Article, shall refer to those days when the Districts' central administrative offices are open.
- Q. By mutual agreement Expedited Arbitration may be used in Level IV of the grievance procedure. Rules of the American Arbitration Association for Expedited Labor Arbitration would be used.

ARTICLE 11

TEACHING HOURS

- A. The teacher's normal day shall be seven (7) hours and fifteen (15) minutes, unless permission is granted by the principal to leave earlier. On Fridays and days preceding holiday's teachers may leave ten (10) minutes after student dismissal. In the event teachers deviate from established hours, the Association encourages principals to take positive action in eliminating the deviation.
1. Teachers shall be entitled to a duty-free uninterrupted lunch period as follows:

K-4	Not less than 35 minutes
5-8	Not less than 35 minutes
9-12	Not less than 35 minutes
 2. Recess assignments for elementary teachers will be rotated, as is the present practice, so that each teacher will be provided with relief time.
 3. Teachers will schedule conferences with parents at a reasonable time before, during or after school, but as soon as practical after a request by parents.
 4. The student day shall be as follows:

Elementary.....	8:50 a.m. to 3:45 p.m.
Middle School.....	7:45 a.m. to 2:46 p.m.
Senior High School.....	7:40 a.m. to 2:45 p.m.

The above beginning and ending times may be adjusted by up to ten (10) minutes so long as the length of the student day, as outlined above, is not thereby increased. Any adjustments shall not result in increased student-teacher contact time. All half-days of K-8 student instruction shall be three (3) hours and thirty (30) minutes unless more time is required in order to comply with the State School Aid Act. On half-days, 9-12 teachers will cooperate with the administration in the supervision of students prior to arrival of buses.

- B. The parties recognize that the hours of student contact time are subject to adjustment so that the District satisfies all requirements of the Revised School Code and State School Aid Act for full receipt of foundation allowances and other appropriations.

The student day and teacher work day, as set forth in this Agreement, have been structured in anticipation of the number of required instructional hours to receive full foundation allowances and other appropriations, as required under Section 1284 of the Revised School Code and under corresponding provisions of the State School Aid Act. Additionally, in developing the student day and teacher work day the parties have relied on their interpretation of Section 101 (10) of the State School Aid Act that hours of professional development may be counted as hours of pupil instruction. If adjustments to the student day and/or teacher work day are necessary to meet instructional hour's requirements, the impact of any such adjustments will be reviewed with the Association prior to implementation.

ARTICLE 12

TEACHING LOADS AND ASSIGNMENTS

- A. 1. The normal weekly teaching load in the senior high school will consist of not more than 1425 minutes.
2. The normal weekly teaching load in the middle school will consist of not more than 1480 minutes.
- B. The normal weekly teaching load in the elementary schools may be less than that of the senior high school due to the necessity of accommodating bus transportation. Recess periods and the kindergarten schedules are to be set cooperatively by the teacher and by the principal, but in no event will the length of the day be increased from that specified in Article 11.
- C. During the time a teacher is not scheduled for a class, it will not be necessary for him to remain at his station, but he must be available unless given permission to leave early as provided in Article 11-A.
- D. One-half (1/2) day release time will be scheduled each semester for K-4 teachers for the purpose of planning for parent/teacher conferences, noted in the calendar as "conference shift time." In addition to the time identified on the school calendar for parent/teacher conferences, the teacher will provide assurance to his/her building principal that he/she will use his/her professional time to complete his/her conferences and meet the needs of parents and students.

K-4 teachers with an enrollment of twenty-eight (28) or more shall be granted, upon request, additional school time to adequately complete such conferences.

E. "Conference shift time" shall be used by K-8 teachers for: parent/teacher conference preparation; to conduct parent/teacher conferences; or as released time for those teachers who have completed those responsibilities.

F. Elementary teachers shall be allowed as preparation/conference time those periods when students are receiving instruction in special classes (e.g. physical education, music). These scheduled times shall be 120 minutes per week in grades 1-4 and 60 minutes per section per week in Young Fives/Kindergarten, based on a regular five (5) day student instructional work week and shall be in addition to recess and scheduled times before and after school.

G. LESSON PLANS

1. Lesson plans are required.
2. Lesson plans shall be located in a designated place in the classroom.
3. In case of absence, there will be a lesson plan available.
4. Lesson plans shall be completed by Friday for the next three (3) days of instruction, and the plans shall be completed by the end of the school day on Tuesday for the remainder of the week.
5. Planning shall be adequate in scope to insure meaningful direction for learning.
6. Either the teacher or principal may request a conference relative to lesson plans.
7. Evaluations of lesson plans shall be handled through a conference.

H. DEPARTMENT CHAIRPERSONS

1. Any school department may have a department chairperson who shall be appointed by the principal and approved by the Board. It is understood the department chairpersons are primarily classroom teachers but are given the additional task of assisting other teachers. At no time are department chairpersons considered supervisory personnel nor appointed without compensation.
2. Each department chair person will be appointed for a term not to exceed two (2) years. At this time, his appointment may be renewed for another two (2) years, or a new department chairperson will be appointed.
3. The duties of department chairpersons shall be outlined by the administration.

I. SCHOOL IMPROVEMENT TEAM MEMBERS

1. There will be five (5) teacher members of the School Improvement Team at the Middle School, three (3) of whom will be elected annually on an at-large basis by the bargaining unit members at the Middle School and two (2) of whom will be appointed annually by the administration.

2. There will be four (4) teacher members on the School Improvement Team at each elementary building, two (2) of whom will be elected annually on an at-large basis by the bargaining unit members at the respective elementary buildings and two (2) of whom shall be appointed annually by the administration.
3. The number of School Improvement Team members at the High School is set forth in Schedule B of this Agreement.
4. This provision will supersede the corresponding provisions of a Letter of Agreement resolving grievances 1990-1991-1 and 1990-1991-2 (executed on January 31, 1991) to the extent of any conflict or inconsistency.

ARTICLE 13

SPECIAL AND STUDENT TEACHING ASSIGNMENT

- A. Assignment for driver education and summer school programs will be made by the Board with consideration given to tenure teachers possessing permanent teaching certificates regularly employed in the District during the normal school year. Teachers shall be compensated at the rate given in Schedule B.
- B. Supervisory teachers of student teachers shall be tenure teachers possessing the minimum of a Bachelor's degree in academic preparation who voluntarily accept the assignment. The administration shall make the assignment from among teachers who have indicated interest in this responsibility.
- C. Recognizing the joint effort of administration and teachers in providing student teaching experience, money received by the Charlotte Public Schools shall be administered jointly by a committee composed of administrators and teachers. The Superintendent shall appoint his representative(s), and the CEA board of directors shall appoint their representative(s). The following areas are suggested for use of such money: in-service training programs, released time and classroom materials and equipment.
- D. The Board shall notify the CEA of money received from the placing college or university and note the balance of money contained in the account.

ARTICLE 14

TEACHING CONDITIONS

- A. It is recognized by the Board that classroom and library materials, furnishings and equipment are an important aspect of an effective educational program. The Board agrees to continue its efforts in these areas as dictated by the financial condition of the District, the building facilities available and the best interest of the District, as deemed administratively feasible.
- B. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The parties agree that class size shall meet the following standards except in traditional large group (team-teaching) instruction or experimental classes where the Association has agreed in writing to exceed the maximum.

Grades K-2 Maximum with parapro time 25
 Grades K-2Maximum with additional parapro time 29

Paraprofessional (parapro) assignments will be made tentatively on the basis of class enrollments at the end of a school year. Subsequent adjustments to parapro time will be determined as of 4th Friday and at the end of each marking period thereafter. These adjustments shall be implemented on the next work day following the count day.

Fifty-five (55) minutes of daily instructional parapro time will be provided to each K-2 section. In the event the K-2 class size is between 26-29 students, an additional fifty-five (55) minutes of daily parapro time will be provided to that section. [This paragraph is not operative during the term of this Agreement. Please refer to the Letter of Agreement entitled Elementary Reparation/Conference Time; Mandated Professionals].

Grades 3-4 Maximum 29
 Grades 5-6 Maximum 30
 Grades 7-8 Maximum 32
 Grades 9-12 Maximum 32

In grades 7-8, the number of students in any academic class (to be defined as mathematics, social studies, language arts and science) shall not exceed thirty-two (32) unless mutually agreed upon by the teacher and the principal.

A class average of thirty-two (32) students shall be maintained in the senior high school (grades 9-12) in academic classes (to be defined as mathematics, social studies, language arts and science) unless mutually agreed upon by the teacher and principal.

The Board shall be free to make such adjustments as it deems necessary in the event of any contingencies which adversely affect the ongoing financial stability of the District.

C. Requesting Parapro Time in Grades K-4:

STEP I:

During a time when a parapro is not provided for above, but a K-4 teacher and the building principal agree that the educational needs of a classroom necessitate a parapro, a parapro may be provided.

STEP II:

Should the teacher and principal not agree on the need for a parapro, the building staff shall designate two teachers to meet with the building principal.

(A teacher may elect to omit Step I and go directly to Step II.)

STEP III:

Should this committee not agree, the issue will be decided by the Superintendent or his designee.

The allocation and assignment of paraprofessional time within a building shall be made by the building principal with consultation and advice of the building improvement team.

- D. The building principal and teacher will evaluate the needs of special education students. Article 14(C) may be employed if appropriate. To expedite the matter if an agreement regarding a student's program or additional help is not reached, the concern may be taken to the Superintendent.
- E. Teachers shall not be responsible for such non-professional responsibilities as bus and patrol duties. Except for the beginning of school, such duties as collecting monies will be kept at a minimum and other non-professional personnel will be used.
- F. In the construction of any new buildings or the expansion of any existing buildings, where the following facilities are not now available, the Board will make available in each school of five rooms or more adequate lunchroom, restroom and lavatory facilities exclusively for employee use and at least one room, appropriately furnished, which shall be reserved for use as an employee lounge.
- G. Telephone facilities shall be made available to teachers for their reasonable use.
- H. Vending machines for beverages and candy shall be installed for teachers' use at the request of the Association, the proceeds to be used by the teachers' group in their respective buildings.

ARTICLE 15

VACANCIES, PROMOTIONS AND TRANSFERS

A. Definitions

1. An "assignment" is a position to which a teacher may receive placement. Assignments shall be to specific classes within a department(s) in grades 5-12 and or to specific grade levels within buildings in grades K-4 or to a specific position if not indicated above.
2. A "temporary assignment" is an assignment which is vacant due to the absence of a teacher who has an enforceable right to that assignment pursuant to the Master Agreement or an assignment which is vacant due to the permanent separation of a teacher from the District during the academic year (i.e., resignation, retirement, termination, death). A new interim assignment instituted for less than a school year may also be a temporary assignment.
3. A "vacancy" is an assignment which is newly created or an assignment which is permanently opened and to which no teacher has an enforceable right. An opening which is a "temporary assignment" shall not be considered a "vacancy".
4. A "transfer" is a change in an assignment to a building differing from the building of the teacher's most recent assignment.

B. Assignment Process

1. Each year by May 15 teachers within each elementary building, Middle School department (5th and 6th grades shall be considered a department for this purpose) and in each High School department shall collectively make a written recommendation to their building principal regarding the assignments of teachers within that building or

department for the forthcoming school year. The Administration and teachers shall share, as soon as it is available, information relevant to the recommendation process, unless disclosure of the requested information is prohibited by law. Upon request of the administration, the faculty shall offer supporting rationale for the assignment recommendations.

2. The administration shall notify teachers of their tentative assignments for the forthcoming school year no later than two (2) work days prior to the final teacher work day. Upon request of the affected teacher(s), the administration shall offer supporting rationale for the assignment if the faculty's recommendation has not been followed.
3. The parties recognize that factors such as teacher leave requests, resignations, enrollment fluctuations and financial circumstances may require changes in tentative assignments after administrative notification of assignment, as described in the preceding paragraph. If an involuntary change in assignment is required after July 1 but prior to August 15, the teacher may elect to resign and the resignation shall be accepted by the Board.
4. In no event shall changes in a teacher's assignment be made later than the first day of school, except in case of emergency.
5. Teachers shall not be assigned outside the scope of their teaching certificates and qualifications, as defined in Article 22 B(3) of this Agreement.

C. Vacancy Filling Process

1. All vacancies shall be open and posted for at least six (6) teaching days [or ten (10) business days during the summer] in each of the six (6) major buildings (Senior High, Middle School, Parkview, Galewood, Washington, Weymouth). Should a vacancy occur on or after August 1, it shall be posted for not less than five (5) business days. Any teacher may apply for such vacancies.
2. Vacancies within an elementary building or secondary department [as those terms are defined in this Article] which are known by two (2) days prior to the final teacher work day shall be filled by the assignment process (as outlined in section B of this Article) need not be posted. Any vacancies resulting from the assignment process or occurring between two (2) work days prior to the final teacher work day and the beginning of school shall be posted and filled in conformance with this section.
3. There shall be no obligation to post a vacancy where there are teachers on recall status who are certified and qualified for recall to that vacancy.
4. Temporary vacancies may be filled with a substitute and need not be posted. Any temporary vacancy thus filled shall be included in the assignment process for the forthcoming school year if it is still in existence, as determined by the District.
5. In filling a vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants. Where the background and attainments of candidates are equal, seniority shall be given consideration. Final selection will be the sole prerogative of the Board.

6. Teachers who are interested in applying for vacant positions shall advise their principals and Central Office, in writing, prior to the summer vacation. During summer break the administration shall notify, in writing, those teachers who have requested such notice. It is the responsibility of the teacher to have a summer address on file in Central Office.

D. Transfers

Since the frequent transfer of teachers [as defined in A (4)] is disruptive to the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible under this Agreement.

ARTICLE 16

TEACHER EVALUATION

- A. The evaluation of the performance of each bargaining unit member is the responsibility of the administration. The building administrator will meet with the teacher(s) in his building to discuss criteria for the evaluation prior to the evaluation.
- B. In cases where a teacher is supervised by more than one administrator, one of the administrators shall be designated as the teacher's evaluator for a given year. The designated evaluator may be changed upon request of the teacher. It is understood that the designated evaluator will be free to receive input from the other administrators.
- C. All monitoring and observation of a teacher shall be conducted openly with the teacher's knowledge.
- D. The performance of all teachers shall be evaluated in writing in accordance with the following:
 1. Probationary teachers shall be evaluated in writing at least twice each year; once during the first semester and again on or before April 30 [or sixty (60) days prior to the probationary teacher's anniversary date of employment for those probationary teachers hired after the start of the school year or whose probationary period has been interrupted].
 2. Formal evaluation of tenure teachers shall be conducted at least once every three (3) years prior to April 30.
- E. As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the Revised School Code (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for either the time connected with completion of these requirements or for other associated costs such as enrollment, course and/or registration fees.
- F. Classroom observations shall be conducted by the administrator. During classroom observations only one (1) administrator shall be present.
 1. Classroom observations shall be at least thirty (30) minutes in duration or the length of the instructional period if the instructional period is of lesser duration.

2. The formal evaluation form is not required for periodic observation reports; however, a copy of each observation report shall be provided to the teacher within four (4) working days of the observation. The observation report, as set forth in Appendix (2) of this Agreement, shall be signed and dated by both the administrator and teacher. The signature of the teacher shall be for the purpose of verifying receipt of the observation report. Written observations of classroom performance must be discussed with the teacher within ten (10) working days of each observation. At the conclusion of this discussion, both the teacher and administrator shall sign and date Appendix (4) of this Agreement to verify the occurrence and timing of the conference.
 3. An attempt will be made to avoid scheduling observations which will result in a written evaluation of performance on any holiday or any day immediately preceding or following a vacation period.
 4. The teacher may attach a written reply to an evaluation or observation report within ten (10) working days after receipt of the evaluation or observation report.
- G. Should the administrator elect to forego the formal evaluation of a tenure teacher, the teacher may assume that his performance is satisfactory.
- H. Three (3) copies of the written evaluation shall be submitted to the teacher; two (2) to be signed and returned to the administration and one (1) to be retained by the teacher. The teacher's signature shall not necessarily mean agreement with the content of the evaluation, but that he has reviewed the material.
- I. Documents of an evaluative or disciplinary nature shall first be signed and dated prior to insertion into any personnel file. The teacher may have his written reply attached to said item.
- J. If concerns regarding a tenure teacher's instructional performance arise from:
1. administrative observations not made as part of a formal classroom under ¶ F of this Article; or
 2. as a result of a performance evaluation which indicates area(s) of concern but which does not contain an overall unsatisfactory rating; or
 3. as a result of a complaint by a parent, student or other employee regarding a teacher.

The administration will meet with the affected teacher within seven (7) work days of the observation, evaluation or receipt of the complaint. To the extent legally permitted, the administration shall inform the teacher of the particulars of the complaint and of results obtained from any administrative investigation of the complaint.

If the administrator determines (after meeting with the teacher) that the performance concern is substantiated, the administrator shall, within ten (10) work days of the above meeting, inform the teacher if a Plan of Assistance (POA) will be developed and implemented in accordance with the procedures specified below.

The tenure teacher shall be consulted in the formulation of the POA and shall sign a statement on the POA attesting to that involvement and acknowledging receipt of the POA.

The POA will contain performance objectives, suggestions for improvement and a designation of the forms of assistance to be provided by the administration or other sources. The evaluating administrator and tenure teacher shall be jointly responsible for implementing the POA. The POA shall specify a time interval for desired performance remediation, not to exceed ninety (90) work days.

If a tenure teacher is already on an IDP, that IDP will be amended as a result of the additional performance concerns.

Nothing in this provision is intended to limit the initiation of or conduct of formal performance evaluations under this Article or as may be required or permitted under the Teachers Tenure Act. Additionally, nothing in this provision is intended to limit the imposition of disciplinary measures against a teacher due to misconduct provided that any such discipline is imposed in accordance with the other terms of this Agreement.

K. When a formal performance evaluation includes adverse comments which might jeopardize the teacher's employment, the evaluator shall provide the teacher with notice of deficiencies and proper documentation to substantiate the adverse comments and make written recommendations or suggestions as to how the teacher's performance may be corrected. If such documentation refers to an incident not observed in the classroom, the administrator shall meet with the teacher within seven (7) work days of the report or receipt of the complaint. Subsequent evaluations shall indicate whether or not any previously noted deficiency has been corrected (if observed) and shall provide updated supporting documentation if the deficiency still exists.

1. If a probationary teacher receives an overall evaluation rating of unsatisfactory, his IDP will be reviewed and, if necessary, amended with the objective of performance remediation. The probationary teacher shall be consulted in any amendment or modification of the IDP and shall sign a statement attesting to that involvement and acknowledging receipt of the modified IDP. The IDP will contain performance remediation objectives, suggestions for improvement and a designation of the forms of assistance to be provided by the administration or other sources. The evaluating administrator and probationary teacher shall be jointly responsible for implementing the IDP. The IDP shall specify a time interval for desired performance remediation, not to exceed ninety (90) work days.

2. If a tenure teachers an overall evaluation rating of unsatisfactory, he shall be placed on an Individualized Development Plan (IDP) with the objective of performance remediation. The tenure teacher shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP.

The IDP will contain performance objectives, suggestions for improvement and a designation of the forms of assistance to be provided by the administration or other sources. The evaluating administrator and tenure teacher shall be jointly responsible for implementing the IDP. The IDP shall specify a time interval for desired performance remediation, not to exceed one hundred eighty (180) work days.

L. The content of the evaluation of the teachers is not subject to the arbitration provision (Level IV) of the grievance procedure. It is understood, however, that any discipline or procedural violation which arises due to an evaluation is subject to the grievance procedure.

- M. Should a probationary teacher be denied tenure or be denied a contract for the ensuing year, he shall receive written notice of same no later than April 30 [or sixty (60) days prior to the probationary teacher's anniversary date of employment for those probationary teachers hired after the start of the school year or whose probationary period has been interrupted].
1. In the event a probationary teacher is not continued in employment, the evaluator will advise the probationary teacher of the reasons therefore in writing.
 2. Information not previously made known and discussed with the probationary teacher shall entitle him to submit additional information to the Superintendent.
 3. The Board will provide the probationary teacher with a hearing upon his request.
- N. The observation report (Classroom Visitation) is Appendix (2) and the evaluation instruments (Teacher Evaluation Report) is depicted in Appendix 3 which are attached to and incorporated in this Agreement.
- O. All teachers (except those hired on or before July 1, 2004) shall be evaluated according to the "Framework for Effective Teaching" Development Model.

Teachers hired on or before July 1, 2004 may, upon agreement with the evaluating administrator, be evaluated in accordance with the "Framework for Effective Teaching" Development Model instead of the Teacher Evaluation Report in Appendix 3.

ARTICLE 17

PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of custodian for emotionally disturbed students nor be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps which are not in violation of any rights of the student to assist teachers with the successful management of such pupil. Teachers also recognize their responsibility to provide support and assistance to the Board and the administration with respect to maintaining discipline and control in the school.
- At the beginning of each school year the administration will distribute to faculty the District's policy on corporal punishment, including alternatives to the use of corporal punishment.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall assist the teacher in contacting law enforcement authorities regarding the incident.
- C. Time lost by a teacher in connection with any assault incident mentioned in paragraph B of this Article shall not be charged against the teacher, provided that the teacher is not responsible for the incident.

- D. If in the performance of regular or assigned teaching duties a teacher, without negligence on his part, shall suffer damage to his clothing or other personal property including vehicles parked in designated areas to the extent of \$50.00 but not more than \$200.00, the Board shall make reimbursement. The Board may require subrogation, assignment and full cooperation by such teacher in seeking recovery from any party responsible for said loss. The District shall not be obligated to make reimbursement for losses covered by insurance policies held by the District and/or teacher. All claims submitted by the teacher shall contain proof of valuation or damage.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- F. Each teacher shall have the right, upon request to the Superintendent, to review the contents of his personnel file. An Association representative may be in attendance.
- G. A teacher may ask an Association Representative to be present any time a teacher is asked to meet with an Administrator where the nature of the meeting is such that the teacher could reasonably anticipate that disciplinary action could eventuate from the meeting.
- H. No teacher shall be disciplined without just cause. Teachers will be informed of applicable rules and policies governing their conduct prior to the imposition of any discipline based upon a violation of such rules and policies. No disciplinary action shall be made final until the teacher has been offered an opportunity to be heard. It is understood that any alleged violation of this provision shall be subject to the grievance procedure. The "just cause" standard shall be inapplicable to probationary teachers.

ARTICLE 18

MISCELLANEOUS PROVISIONS

- A. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number to call before 6:30 AM to report unavailability for work, except where an emergency or unforeseen event prevents the teacher from calling by that time. In such circumstances, teachers shall call as soon as possible. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

In case of emergency or in some situations which would serve the interests of the Association and the Board, a teacher may substitute for another teacher for a class period or a portion thereof as a professional courtesy. In situations where the teacher's absence will be charged against a leave, the substituting teacher shall receive the hourly stipend upon completion of the appropriate form in the office.
- C. The professional staff, administrators and the Board endorsed the concepts of the Policies and Standards for the Approval of Secondary Schools by the North Central Association of Colleges and Schools.

- D. Teachers employed full time by the District shall be allowed to do work outside of their contractual obligations provided that such work does not interfere with their duties and efficiency in the school system.
- E. If required by state law or regulation, all teachers shall have the result of their tuberculin tests recorded with the Superintendent when they are hired and thereafter in compliance with State administrative rules. The Board will attempt to schedule the mobile x-ray unit in Charlotte for this purpose.
- F. The Superintendent may request that any teacher have a physical or mental examination when he feels the interests of the staff and the students are jeopardized. The cost of the physical or mental exam shall be paid by the Board.
- G. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- H. Copies of this Agreement shall be printed in booklet form at the mutual expense of the Board and the Charlotte Education Association and presented to all teachers now employed or hereafter employed by the Board.
- I. If any provision 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 subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- J. The Board and Association declare their continued mutual commitment to school improvement, professional development, and the enhancement of instructional effectiveness. The parties additionally recognize that an important component of both school improvement and professional development involves collaboration among teachers and administrators respecting the curriculum, teaching methodology and related matters.
1. Wednesdays are to be kept open by all teachers for Quality Block Time meetings. On Wednesdays, dismissal times shall be twenty-five (25) minutes earlier than the High School student dismissal times and thirty-five (35) minutes earlier than the Middle School dismissal time, as set forth in Article 11-A-4.
 2. QBT shall be utilized for collaborative activities, including professional development, aligned with District and/or building school improvement objectives, subject to the concurrence of the building principal.
- QBT meetings which are dedicated to professional development shall be of sufficient frequency and duration to comply with the professional development requirements established in Section 1527 of the Revised School Code, when considered in conjunction with professional development time that is scheduled within the school calendar.

Professional development meetings are designed to comply (subject to concurrence of the Michigan Department of Education) with the requirements of Section 1527 of the Revised School Code (or its successor provision) as well as Section 101(10) of the State School Aid Act and shall be utilized for ongoing curriculum development, school improvement and other activities aligned with improving instruction and enhancing student achievement.

3. QBT which is scheduled after school (in grades 5-12) shall be eighty-five (85) minutes in length and shall not commence until fifteen (15) minutes after student dismissal.

QBT in grades K-4 shall be scheduled by school improvement teams after consulting with staff, and subject to concurrence of the building principal. QBT which is scheduled prior to or after the student day at the elementary level (K-4) shall be not less than sixty (60) minutes in length and shall not commence until fifteen (15) minutes after student dismissal when conducted after school.

4. Where QBT is scheduled after school, the purpose of those meetings shall be rotated (every four Wednesdays) as follows: the first Wednesday in the sequence shall be for staff meetings; the second Wednesday will be reserved for professional (i.e. Association) meetings; and the third Wednesday will be reserved for professional development meetings.

The fourth Wednesday shall be reserved for teacher planning time.

Notwithstanding the above or the provisions of ¶J(5) below, where QBT is scheduled to occur in segments of sixty (60) minutes at the K-4 level, there shall be nine (9) Wednesdays dedicated to professional development. Where such QBT meetings occur after school at the K-4 level, those meetings will first be scheduled on Wednesdays designated for professional development. If that number of Wednesdays after school is not sufficient, the additional required QBT will be scheduled on Wednesdays designated for staff meetings or staff planning.

5. In an effort to make the number of QBT meetings as equal as possible, the Wednesday meetings shall be apportioned as follows:

In school years where there are thirty-five (35) Wednesdays, the schedule will be: eight (8) meetings for staff meetings; nine (9) meetings for professional Association meetings; nine (9) meetings for teacher planning time; and nine (9) meetings for professional development meetings.

In school years where there are thirty-six (36) Wednesdays, the schedule will be: nine (9) meetings for staff meetings; nine (9) meetings for professional Association meetings; nine (9) meetings for teacher planning time; and nine (9) meetings for professional development meetings.

In school years where there are thirty-seven (37) Wednesdays, the apportionment will be: nine (9) meetings for staff meetings; nine (9) meetings for professional Association meetings; ten (10) meetings for teacher planning time; and nine (9) meetings for professional development meetings.

During the months of parent-teacher conferences, the professional Association meetings will not be held and will not be rescheduled. However, the rotation specified in ¶ (4) above shall continue as if these meetings had occurred.

- K. Teachers of the Charlotte Schools are encouraged to become residents of the community.
- L. An administrator or a person authorized by the administrator (principal) will be present at all high school night dances in the event the teacher recognizes the need for an additional person. The principal will furnish that person.
- M. The parties shall periodically meet to review the Agreement.

ARTICLE 19

PROFESSIONAL IMPROVEMENT

- A. Each teacher in the school system must continue to improve professionally. In-service programs will be provided cooperatively by the administration, School Board and faculty. It is suggested that in-service courses be offered in part on school time.
- B. All teachers shall be expected to participate in a reasonable in-service program formulated with the cooperation of the Board, the administrators and the teachers, unless excused for a period of time because of illness or some other unavoidable cause. Any determination of failure to meet professional improvement qualifications, as charged, shall be subject to review.
- C. Professional improvement shall be defined as professional or subject matter improvement and shall not be construed as to imply the taking of any specific course or number of courses in any given period of time by a tenure teacher, unless that teacher has been placed on an Individualized Development Plan or is required to take the course in order to possess the requisite certification and/or qualification to hold an assignment.
- D. The parties support the principles of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community education projects.
- E. The building principal and CEA-appointed staff will recommend, by mutual agreement, attendance at educational conferences, conventions or visitation to other schools. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.
- F. The Board may provide, upon application, the necessary funds for other conferences. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.
- G. At the request of the Association or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to

participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

ARTICLE 20

CURRICULUM COUNCIL

- A. A Curriculum Council of twelve (12) voting members shall be formed, composed of the following representatives:
1. One (1) teacher from each of the District's buildings, to be selected by the staff from each building.
 2. Three (3) building administrators (one from each educational level) to be selected by the Superintendent or designee.
 3. The Special Education Director.
 4. The Superintendent or a central office administrator designated by the Superintendent.
 5. One (1) Board of Education trustee, to be selected by the Board.
- B. The Curriculum Council shall function within the framework of its Guidelines, which the Council shall review at least annually.

ARTICLE 21

PROFESSIONAL BEHAVIOR

- A. The Board recognizes that the Code of Ethics of the Educational Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

ARTICLE 22

REDUCTION OF CERTIFIED PERSONNEL

- A. The Board and the Association recognize that due to reduced enrollments, changes in enrollment patterns, revenue shortages or curricular changes, the Board could determine to

reduce the number of certified personnel. The parties also recognize that such determinations are within the exclusive discretion of the Board. Before official action on reduction of teachers is taken by the Board, it will give notice of the contemplated reduction to the Association and afford the Association opportunity to discuss it with the Board. As soon as the teachers to be laid off are known, a list of those teachers shall be given to the Association.

B. In the event of a necessary reduction in staff, such reductions shall be based upon seniority, qualifications and certification.

1. For purposes of this Agreement, seniority shall be defined as the teacher's seniority date as determined in Paragraph C and D which follow.
2. "Certification" shall be defined as the requirement to hold all certificates, endorsements and approvals required by law and/or the Michigan Department of Education Administrative Regulations to serve in the position assigned. It is the teacher's responsibility to file such certificates, endorsements or approvals with the District. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this contract.

The teacher shall provide written notice to the District of any change to his/her certificates, endorsements or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations, revocations and any limitations thereon. The teacher shall further notify the District and the Association in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon, or a grade level certification appearing on the certificate.

3. Qualifications

For purposes of this Article and Article 15 ¶B(5), the term "qualified" shall mean:

- a. For positions at the secondary level (grades 9-12) possession of a major or minor(s) in the subject(s) to be taught or an endorsement requiring training in the subject to be taught.
- b. For positions at the 5th, 6th, 7th, and 8th grade levels, the following standards shall apply:
 1. A K-8 certificate will qualify the teacher to instruct 5-6-7-8 general discipline areas (math, science, social studies, english). For special areas, at least a minor in the discipline will be required, OR;
 2. A secondary certificate with a major or minor in the discipline, OR;
 3. A middle school endorsement,
 4. A teacher must have completed one year's successful experience as a tenure teacher with Charlotte Public Schools in the discipline in grades, 5, 6, 7, 8, OR;

5. Within two years after beginning placement because of certification, the teacher must have a total of fifteen (15) semester hours (content or methods) of college credit to continue in the position.
 6. Paragraphs 4-5 above may not be utilized if to do so would jeopardize the District's North Central accreditation at grades 5-8.
- c. For positions at the elementary level (K-4), possession of an elementary certificate. For positions in special elementary areas such as music, art and physical education, etc., the teacher must possess specific certification or be provided an opportunity to meet qualifications of the subject to be taught as indicated in b above.
 - d. Teachers must possess the qualifications set forth in the applications or grants of any federally or state funded programs to be eligible to be assigned to such programs.
 - e. Special education teachers shall be deemed to be qualified for special education assignments if they are certified by the State of Michigan for those positions.
 - f. In addition to the above, bargaining unit members at all levels must, as a condition to receiving or retaining an assignment, meet all applicable standards for a "highly qualified teacher" under the No Child Left Behind Act of 2001, including the NCLB Final Regulations, 34 CFR ' 200.55-200.56 and the Michigan Definition for Identifying Highly Qualified Teachers, as approved by the State Board of Education.
- C. In April of each year, the Board shall provide the Association with a current bargaining unit seniority list and post same on teacher bulletin boards. By November 1, a list of additions and deletions of bargaining unit members will be posted in each building.
1. The teacher's seniority date shall be defined as the date of beginning of employment under contract.
 2. Should two or more teachers have the same seniority date the signing date will be used to break the tie. For teachers hired on or after July 1, 1994, ties shall be broken by reference to the date on which the teacher signs acceptance of employment intent, pending completion of a background check.
 3. Should a tie still exist, early extra-curricular assignments under contract shall be used to break the tie.
 4. Teachers still having the same seniority date shall participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a time and place which will reasonably allow affected teachers and Association Representatives to be in attendance.
 5. The seniority list shall include the teacher's hire date, the adjusted date, the present assignment, and specify the areas in which the teacher is certified.
 6. Only members of the bargaining unit shall accrue seniority within the bargaining unit.

7. If the teacher's employment is terminated, except as provided in Paragraph D, seniority shall not be retained.
8. Teachers contracted on a part-time basis, e.g., half-days or half-weeks, shall accrue full seniority.
9. Upon return to the bargaining unit, administrators who have had teaching experience in the District shall have that teaching experience recognized as seniority under this Agreement.

D. Unpaid leaves of absence shall not add to a bargaining unit member's seniority except as noted in Number 1 below. However, said leaves shall not constitute a termination of employment.

1. Time spent on paid leave, layoff, and/or unpaid leave pursuant to Article 22 (H), or military leave, shall be considered as service with the employer and seniority shall continue to accrue.
2. Time spent on unpaid leave of absence shall result in an adjustment of the bargaining unit member's seniority date according to the following formula:

Number of days on leave

Number of days in school year x

Number of days in calendar year =

Number of days of adjustment to seniority date.

3. All adjustments in seniority dates as computed above shall be rounded to the nearest whole day.

E. The Board shall give at least thirty (30) calendar days written notice of layoff to the Association and the affected employee(s).

1. Probationary teachers shall be laid off first, provided that there are tenure teachers, who are certified and qualified for the assignment held by the probationary teacher, remaining on staff who can fill that assignment, unless the position is being eliminated.
2. Non-tenure teachers shall not be employed by the Board while there are tenure teachers of the District who are laid off unless there are no laid off tenure teachers who are certified and qualified to fill the remaining position(s).
3. If reduction is still necessary then teachers in the specific positions being reduced or eliminated shall be laid off in accordance with seniority, certification and qualification, as defined in this Article.
4. Senior teachers whose positions have been eliminated shall have the right to displace the least senior bargaining unit member occupying a position which the displaced teacher is certified and qualified to hold. Should there be no such individual the displaced teacher shall be placed on layoff status.

5. Nothing in the layoff and recall provisions of this Agreement shall be interpreted or applied to allow a more senior probationary teacher preference over a less senior tenure teacher where both are certified and qualified to hold the same assignment.
- F. Recall shall be in the inverse order of layoff provided the teacher is certified and qualified in accordance with paragraph B of this Article to fill a vacant position.
1. The Board shall give written notice of recall by registered or certified mail at the teacher's last known address.
 2. It shall be the teacher's responsibility to notify the Board of any change of address.
 3. Should an employee fail to report for work or provide the Board with notice of his intent to return within fifteen (15) calendar days of the sending of recall notification, unless an extension is granted in writing by the Board, he shall be considered a voluntary quit and shall thereby terminate his employment relationship with the Board. A copy of the letter shall be sent to the president of the CEA.
 4. Upon recall from layoff, all benefits under this Agreement shall be restored to the employee.
 5. Probationary teachers shall remain on the recall list and shall be eligible for recall for a period not to exceed one (1) year from their effective date of layoff, or their length of service with the District, whichever interval is shorter. At the expiration of the recall period, all rights to re-employment are automatically lost. Tenured teachers shall remain on the recall list and shall be eligible for recall for a period not to exceed three (3) years from their effective date of layoff.

At the expiration of the recall rights to re-employment are automatically lost.

- G. It is the responsibility of each teacher in this bargaining unit to have on file at the central personnel office a current teacher's certificate from the Michigan Department of Education. It is further the responsibility of each teacher to make certain that the teaching certificate on file at the central personnel office contains the proper and complete teaching endorsements that the teacher is entitled to. It is also the responsibility of each teacher to make sure a statement of his/her "qualifications" as defined in this Article is on file at the central personnel office.
1. For the purpose of "layoff", the areas which a teacher is certified and qualified to teach shall be those areas on file at the central office as of the date that the Board of Education adopts the formal resolution to institute layoffs.
 2. For the purpose of recall, the areas which a teacher is certified and qualified to teach shall be those areas on file at the central office as of the date written Notice of Recall is sent.
 3. It is the responsibility of the teacher, whether on layoff or employed, who received or is entitled to additional endorsement on his teaching certificate, or who has enhanced qualifications as defined in this Article, to take all necessary steps to have his teaching certificate and credentials updated at the central personnel office.

4. A teacher who is laid off and thereafter earns additional endorsement for his teaching certificate or additional qualifications as reflected on file at the central personnel office may not use the new endorsements or qualifications to "bump" an employed teacher, but may use said new endorsements or qualifications for "recall" to vacancies.
- H. In the event of a necessary reduction in staff, the Board may grant requests for leaves of absence up to one (1) year irrespective of the employee's position on the seniority list provided that the granting of such requests for leaves shall not require the employment of new staff.
1. In cases where more than one (1) teacher requests such a leave and not all requests can be honored, leaves will be granted according to the seniority status of the teachers involved, the ones having the greatest seniority being granted leaves first.
 2. Transfers resulting from such leaves will be made only with the consent of the teachers involved.
 3. Requests shall be submitted in writing by April 1 for the first semester and by November 1 for the second semester, and action on requests will be taken thereafter. Requests received after the above dates may be granted at the Superintendent's discretion.
- I. When a necessary reduction in staff displaces teachers, the Board agrees to provide a one (1) year study leave for the purpose of retraining.
- J. The individual contract executed between each teacher and the Board is subject to the terms and conditions of this Article. This Article takes precedence over and governs the individual contract. The individual contract is expressly conditioned upon the provisions of this Article.

ARTICLE 23

FRINGE BENEFITS

The Board of Education, for a twelve month period (September 1 - August 31) during each year of this Agreement, shall make premium contributions, specified below, on behalf of employees (and eligible dependents) for one of the following option packages. The employee shall elect one of the following option packages during September and the decision shall be irrevocable for that school year, unless compelling family change necessitates change. The election shall be made in conjunction with the Section 125/Flexible Benefits Plan developed and administered by the Board.

A. Option Package I (MESSA PAK - Plan A)

1. The Board's premium contribution effective July 1, 2006 to June 30, 2007 shall not exceed \$1,178.56 per month.
2. This option package shall include the following:
 - a. MESSA Tri-Med
 1. Bargaining unit members shall have the option (if allowed by MESSA) to purchase Super Care 1 through a salary reduction agreement. The

bargaining unit member will be responsible to pay the premium difference between Super Care 1 and the Board's premium contribution designated above for Tri-Med.

- b. Delta Dental Plan EO-7 (50/50/50/50; \$1,000 annual maximum; \$800 lifetime orthodontics maximum.)
- c. MESSA Term Life Insurance in the amount of \$35,000
- d. MESSA VSP 1 Vision Plan;
- e. Long Term Disability: Coverage shall be MESSA Plan 2 (without COLA) with 66 2/3% benefit after a 90 calendar day qualifying period (modified fill). The maximum monthly income benefit shall be \$5,000. The employee and the District are restricted and bound by the certification requirements of the LTD carrier.

B. Option Package 2 (MESSA PAK - Plan B)

- 1. MESSA PAK - Plan B shall include the following:
 - a. Delta Dental Plan E-07 (50/50/50/50; \$1,000 annual maximum; \$800 lifetime orthodontics maximum.)
 - b. MESSA VSP-1 Vision Plan;
 - c. MESSA Term Life Insurance in the amount of \$45,000
 - d. MESSA Long Term Disability (same as PAK A)
 - e. A cash stipend, in the amount of \$200 per month. This amount shall be increased to \$350 per month if 35 or more bargaining unit members enroll and remain in Plan B, to \$450 per month if 40 or more bargaining unit members enroll and remain in Plan B, and to \$500 per month if 45 or more bargaining unit members enroll and remain in Plan B.

C. The Board and the Association recognize that any employee-contributed amounts remaining in the Flexible Benefits Account of a bargaining unit member (at the end of sixty days following a Plan Year) are forfeited and cannot be carried over by the bargaining unit member and/or applied toward expenses incurred in the next Plan Year. The parties agree that any and all such forfeited amounts, attributable to members of the Association's bargaining unit, shall be distributed as follows:

- 1. Fifty percent (50%) of all such forfeited amounts will be retained by the Board to defray the costs of Section 125 Plan administration.
- 2. The remaining fifty percent (50%) of forfeited amounts will be transmitted for deposit to the Charlotte Public Schools Employee Scholarship Fund.

- D. Any premium amounts required to maintain coverage in excess of the Board monthly premium contributions specified above for Plan A (after June 30, 2006) shall be the responsibility of the bargaining unit member and shall be payroll deducted from the wages of that individual.
- E. Dual coverage (i.e. internal coordination of benefits only) for spouses shall not be permitted where both are employed by the Charlotte Public Schools and are otherwise eligible for coverage.

In that event, one spouse shall be designated as a dependent for insurance coverage purposes. That person shall instead be enrolled in Option Package 2 (Plan B), above.

- F. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance by the insurance carriers of the written application. Employees who are separating from the District will have their Board-paid premiums discontinued thirty (30) days after the first day of the month following the effective date of separation.
- G. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change.
- H. The Board agrees to make the premium contributions specified in this Article for the duration of this Agreement. Disputes over policy coverages between the insurance company and employees or their beneficiaries shall not be subject to the grievance procedure but shall be a matter solely between the employee and the insurance company. Any disputes over the Board's compliance with the terms of this Article shall, however, be subject to the provisions of the grievance procedure.
- I. Regarding any term life insurance provided under this Agreement, upon layoff or termination from employment, it shall be the employee's responsibility to contact the insurance carrier to exercise the thirty-one (31) day statutory conversion right.

ARTICLE 24

**SALARIES
SCHEDULE "A" 2006-2007**

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>% Above Step 11</u>
1	32,385	33,339	34,774	35,572	36,866	
2	33,975	34,936	36,367	37,168	38,463	
3	35,572	36,530	37,964	38,760	40,058	
4	37,325	38,279	39,717	40,515	41,812	
5	39,077	40,036	41,469	42,272	43,566	
6	40,832	41,786	43,231	44,019	45,317	
7	42,589	43,546	44,978	45,777	47,072	
8	44,343	45,295	46,733	47,533	48,826	
9	46,097	47,051	48,491	49,290	50,585	
10	49,442	51,038	52,312	54,223	55,519	
11	52,584	54,201	55,829	57,445	58,763	
LONGEVITY AT YR IN DIST (ART. 5)	53,899	55,556	57,225	58,881	60,233	2.5%
AT 19th YR	55,213	56,911	58,621	60,317	61,702	5.0%
AT 25th YR	55,476	57,182	58,900	60,604	61,995	5.5%
AT 26th YR	55,739	57,453	59,179	60,892	62,289	6.0%
AT 27th YR	56,002	57,724	59,458	61,179	62,583	6.5%
AT 28th YR	56,265	57,995	59,737	61,466	62,877	7.0%
AT 29th YR	56,528	58,266	60,016	61,753	63,171	7.5%
ENHANCED LONGEVITY: AT YR IN DIST (ART. 5)						
AT 19th YR IN DIST	55,476	57,182	58,900	60,604	61,995	5.5%
AT 25th YR	55,739	57,453	59,179	60,892	62,289	6.0%
AT 26th YR	56,002	57,724	59,458	61,179	62,583	6.5%
AT 27th YR	56,265	57,995	59,737	61,466	62,877	7.0%
At 28th Yr.	56,528	58,266	60,016	61,753	63,171	7.5%
At 29th Yr.	56,791	58,537	60,295	62,041	63,464	8.0%

In the event that the fall, 2006 (blended) audited student membership count (for State Aid Act purposes) exceeds 3400, 56% of the foundation allowance yielded by enrollments 3406 to and including pupil 3410 will be added to the 2006-2007 salary schedule, after subtracting MPSERS and FICA costs. Blended pupils 3416 through 3420, 3426 through 3430, 3436 through 3440 and 3446 through 3450 will also be included in the above formula, according to the same conditions. The net amount yielded will be converted to a % factor to be applied to the 2006-2007 salary schedule (i.e. 2006-2007 Schedule A), unless the Board and the Association mutually determine to make other allocation of funds within the bargaining unit.

The parties recognize that the salary schedules for 2000-2001 and for 2001-2002 were developed, in part, through reducing the number of experience steps by one step in each of those school years. The parties acknowledge and agree that one result of those modifications is that teachers hired prior to 2000-2001 who have not attained the top of their salary column will have a numerical step placement that will not correspond with their actual years of experience with the District, including any years of outside experience granted at the time of their hire. A related result, also acknowledged and agreed upon by the parties, is that teachers hired after 2000-2001 who received external salary placement credit at the time of hire will have a step placement exceeding that of teachers hired before 2000-2001 who were granted the same amount of experience credit on the salary schedules in effect at the time that those teachers were initially hired.

**EXTRA DUTY PAY
SCHEDULE "B"**

A. MAJOR SPORTS (football, basketball and wrestling):

Senior High School:

Varsity Head Coach	10%
Assistant Coaches	6%

Middle School:

Head Coach	4%
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MINOR SPORTS: (track, softball, soccer, tennis, baseball, golf, cross-country, volleyball)

Senior High School:

Varsity Head Coach	7%
Assistant Coach	4%

Middle School:

Head Coach	4%
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B. 1. The following provisions apply only to the activities designated under Major Sports and Minor Sports under Schedule B and shall also apply to Competitive and Sideline Cheerleading.

2. The following definitions shall govern:

A. Same sport means the same activity, at the same or different competitive/age levels. Example: Junior High Basketball and High School Basketball are the same sport. Also, softball/baseball and cross-country/track shall be considered the same sport.

B. Year, for purpose of extra duty pay and longevity credit means a full practice, competitive and post-season (if pertinent) in a particular sport at Charlotte Public Schools.

C. Consecutive means successive years. Leave of absences will count as consecutive years if they are recognized for longevity purposes under Article 5 ¶ N of this agreement.

3. For the first four (4) consecutive years an individual is a coach in the same sport, the percentage paid will begin at BA Step 1. For example, if a person is a first year track head coach, the pay would be 7% of BA Step 1. The second year would be BA Step 2 and so forth for the first four (4) consecutive years the individual is a coach in the same sport.

All compensation shall be based in the BA column, with a limit of Step 4.

4. Beginning with the fifth (5th) consecutive year an individual is a coach in the same sport, the individual shall receive an additional one percent (1%) and the individual shall be paid based on his/her current salary schedule step. For example, the individual has been the head track coach for four (4) consecutive years. When the individual reaches the fifth (5th) year, he/she would receive eight percent (8%) of his/her salary (7%, plus an additional 1%). If the individual was on Step 5, BA + 15, then he/she would receive eight percent (8%) of that step.
5. Beginning with the tenth (10th) consecutive year an individual is a coach in the same sport, the individual shall receive an additional one percent (1%). Following the above example of the head track coach, the individual would be receiving nine percent (9%) of his/her salary.
6. Beginning with the fifteenth (15th) consecutive year an individual is a coach in the same sport, the individual shall receive an additional one percent (1%). Following the above example of the head track coach, the individual would be receiving ten percent (10%) of his/her salary.
7. In addition, beginning with the fourteenth (14th) consecutive year an individual has coached (not necessarily in the same sport) in the District, the Schedule B percentage would be applied to the individual's salary step, including his/her Schedule A longevity payment.
8. If a sport does not meet the definition of same above, then it shall be designated as a new sport for the purpose of the teacher gaining service credit. For example, if an individual who had been coaching track for ten (10) consecutive years begins to coach basketball in his/her eleventh (11th) year, then he/she would be considered a new coach in basketball and fall under the "new coach" provisions.
9. Beginning with the 1999-2000 school year, the percentage rate for junior high coaches shall be reduced from six percent (6%) to four percent (4%). Individuals coaching junior high sports (i.e. having held their first practice session) prior to March 1 of the 1998-1999 school year shall not be affected by the percentage rate reduction. No other individuals who coached at any other level or sport in the 1998-1999 school year shall suffer a reduction in pay on Schedule B.
10. It is further agreed that the District and the Association may mutually agree, under special circumstances, to place a coach with previous experience in the same sport (but outside the District) or to waive the consecutive years provisions (for teachers who resign their coaching position within the District and are later rehired as a coach) and place an individual at another step of the Salary Schedule A for the purpose of calculating his/her Schedule B percentage.
11. Associate Assistant coaches shall not be affected by the terms of this Agreement.
12. Evaluations will continue to be done at the discretion of the Athletic Director.
13. As deficiencies in coaching performance become known to administration, they should be shared with the coach as soon as possible. Any such deficiencies, as judged by the supervising administrator, may, at the option of the administrator, be remediated by

offering the coach an I.D.P./P.O.A. In addition, any coach may request an I.D.P./P.O.A.

The coach and administrator will work cooperatively to establish the I.D.P./P.O.A., which will include performance objectives, a plan for meeting them and applicable timelines.

It is understood by the parties that the administration will make the final decision regarding the offering of an I.D.P./P.O.A., the plan's structure and whether or not the coach has successfully met the goals established.

The purpose of this option is to provide coaches with assistance in areas of their performance needing improvement. Success in this attempt stands to benefit the coaches involved, as well as the student-athletes they serve.

- C. High School coaches should be assigned to no more than three (3) coaching assignments except in emergency situations as determined by the Board of Education.
- D. The District shall have the right to establish the additional position of "Associate Assistant" coach for any of the sports activities designated above. Compensation shall be 3% of the B.A. base salary for Major Sports at the high school level and 2% of the B.A. base for all other positions. Subsequent years of experience in coaching the sport will result in step progression on the B.A. salary column for purposes of computing compensation.

BAND

Director	11%
Assistant Director	7%
Middle School Assistant Director	6%

COLOR GUARD COORDINATOR	\$500.00
Elementary Music (per evening performance)	\$100.00
Elementary Art (per evening performance)	\$100.00

COMPETITIVE CHEERLEADING (Per season)	4%
SIDELINE CHEERLEADING (Per season)	3%
CHOIR (HIGH SCHOOL)	8%
CHOIR MIDDLE SCHOOL	2%
DEBATE (if after school)	4%
DEPARTMENT CHAIRPERSON	4%
DRAMATICS (per person per production)	3%

MUSICAL PRODUCTION/HIGH SCHOOL	
Director	5%
Assistant Directors (not more than 2)	3%

MUSICAL PRODUCTION/MIDDLE SCHOOLS	
Director	3%
Assistant	1%
HIGH SCHOOL AND MIDDLE SCHOOL YEARBOOK (if no additional prep period)	4%
ELEMENTARY YEARBOOK	2%

DRIVER EDUCATION	
Instructor	\$20.64
Director	\$21.72
PAL ADVISOR - HIGH SCHOOL	3%
PAL ADVISOR - MIDDLE SCHOOL	1%
RENAISSANCE - HIGH SCHOOL	2%
4TC	3%
FORENSICS	3%
HIGH SCHOOL STUDENT COUNCIL ADVISOR	5%
MIDDLE SCHOOL STUDENT COUNCIL ADVISOR	3%
ELEMENTARY STUDENT COUNCIL ADVISOR	1%
SADD ADVISOR HIGH SCHOOL	3%
HARVARD MODEL CONGRESS	3%
SCHOOL STORE - HIGH SCHOOL	3%
SAFETY PATROL	2%
K-12 GUIDANCE COORDINATOR	3%
SUMMER SCHOOL INSTRUCTOR	\$18.62
CLUB INTERNATIONAL	3%
TRUST CLUB	3%
CLASS ADVISORS:	
Senior Class	3%
Junior Class	3%
Sophomore Class	1%
Freshman Class	1%
HOURLY STIPEND:	\$18.14
FUTURE FARMERS OF AMERICA	4%
BUSINESS PROFESSIONALS OF AMERICA	3%
SCIENCE OLYMPIAD	3%
DESTINATION IMAGINATION	3%
NATIONAL HONOR SOCIETY	3%
DECA	3%
K-12 SCHOOL IMPROVEMENT TEAMS	4% per person
4 at each elementary	
5 at Middle School	
5 at High School	

(Stipends may be allocated among more teachers, with administrative approval and majority concurrence of the School Improvement Team)

QUIZ BOWL 3%

Beginning with the fifth (5th) consecutive year an individual is a sponsor for any of the positions and activities identified above in paragraph D of Schedule B, that person shall receive an additional one-fourth (1/4) of their percentage stipend. For example, the individual is beginning his/her fifth (5th) consecutive year as Department Chair, he/she would receive a 5% stipend (4% + 1%). Where a position is shared, longevity shall be paid at one-fourth (1/4) of the pro-rated stipend to each eligible person in the shared assignment.

- E. The Board reserves the absolute right to appoint those persons to hold positions in Adult Education, High School Completion and Community Education. Teachers will be offered an opportunity to bid for these positions, but the final choice is reserved to the Board.

All other extra-duty vacancies in Schedule "B" will be posted and first offered to Association bargaining unit members provided that they are equally or better qualified than applicants outside the bargaining unit.

- F. The Board and Association shall jointly establish a committee to receive requests for additions to Schedule B. The committee shall make recommendations regarding responsibilities and compensation for new positions. Such recommendations are subject to approval of the Board and Association.
- G. Each bargaining unit member assigned to an athletic coaching position compensated on Schedule B shall be obligated, during the school year of his/her appointment, to assist the Athletic Department in working one (1) athletic event in addition to the events or functions normally associated with his/her coaching position. No additional compensation shall be paid to the bargaining unit member for these duties. A sign-up sheet will be posted in the Athletic Director's office.
- H. In the event that a Head Coach position is filled by a non-bargaining unit member, that appointment shall be regarded as annual and that Head Coach position shall be posted as a vacancy prior to the next season in that sport. This provision shall apply to all coaching positions held by non-bargaining unit members. This shall not limit the non-bargaining unit member from making application for the position. The vacancy shall be filled in accordance with ¶ E of Schedule B, above.

In the event that the 2006-2007 Salary Schedule is increased due to enrollment, as set forth in Schedule A, payment of Schedule B amounts will not be affected in the 2006-2007 school year due to such adjustment. The hourly rates in Schedule B will be increased by the enrollment adjustment percentage (if any) that is applied to Schedule A in 2006-2007. However, such rates will not become effective until July 1, 2007.

ARTICLE 25

SCHOOL CALENDAR

- A. The school calendar may not be altered without mutual agreement of both parties. The established calendar may be reopened should state law change regarding student attendance days.
- B. Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as (but not inclusive) inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there is no loss of state aid incurred by the School District. If state law creates other requirements in order for the District to receive full state aid, the parties agree to negotiate over the changes necessary for the District to receive full state aid.
- C. Should state law change regarding student attendance days, such that "Act of God" days need not be rescheduled, both parties agree that teachers will not be required to report on snow days.

**CHARLOTTE PUBLIC SCHOOLS DISTRICT CALENDAR
2006-2007 SCHOOL CALENDAR**

177 Teacher Days/172 Student Days

August 28, 2006	Pre-School Conference - New Teachers
August 29, 2006	Pre-School Conference - New Teachers
August 30, 2006	K-12 Professional Development Day - All Teachers
August 31, 2006	Pre-School Staff Work Day
September 1 - 4, 2006	Labor Day Break - No School for Staff
September 5, 2006	School Begins for Students
October 9, 2006	Parent/Teacher Conferences for Grades 9-12 5:30 - 8:30 p.m.
October 11, 2006	Parent/Teacher Conferences for Grades 9-12 5:30-8:30 p.m.
October 19, 2006	Parent/Teacher Conferences for Grades 5-8 5:30-8:30 p.m.
October 30- November 17, 2006	Parent/Teacher Conference window for Y5-4
November 3, 2006	K-12 No School for Students K-12 Professional Development Day – All Teachers – AM ONLY K-8 Conference Time Shift – Elem. M.S. Teachers – PM ONLY 9-12 Event Duty Shift– PM Only
November 6, 2006	No AM Kindergarten/Young Fives PM Kdg/Y5 attend in PM Kindergarten/Young Fives Parent Conferences
November 10, 2006	K-12 No School for Students and Teachers
November 22-24, 2006	Thanksgiving Break K-12 No School for Students or Teachers
December 13, 2006	Parent/Teacher Conferences for Grades 9-12 (5:30-8:30 p.m.)
December 25, 2006- January 5, 2007	Holiday Break (Begins at end of day, Friday, December 22, 2006)
January 8, 2007	School Resumes
January 15, 2007	Martin Luther King Day - No School for Students K-12 Professional Development Day -- All Teachers

January 19, 2007	K-12 Half Day for Students Work Day for Teachers AM Kdg/Y5 attend in AM (8:50 a.m. - 12:20 p.m.) PM Kdg/Y5 do not attend
January 31, 2007	Parent/Teacher Conferences for Grades 5-8 5:30-8:30 p.m.
February 16-19, 2007	Mid-Winter Break - K-12 No School for Students or Staff
February 20, 2007	School Resumes
February 26, 2007	Parent/Teacher Conferences for Grades 9-12 5:30 - 8:30 p.m.
March 9, 2007	K-12 No School for Students K-12 Professional Development Day - All Teachers - AM Only K-8 Conference Time Shift - Elem. & M.S. Teachers - PM Only 9-12 Event Duty Shift- PM Only
March 12-30, 2007	Parent/Teacher Conference window for Grades Y5-4
March 19, 2007	No PM Kindergarten/Young Fives AM Kdg/Y5 attend in AM Kindergarten/Young Fives Parent Conferences
April 2-9, 2007	Spring Break -- No School for Students or Teachers
April 10, 2007	School Resumes
May 2, 2007	Parent/Teacher Conferences for Grades 5-8 5:30 - 8:30 p.m.
May 11, 2007	K-12 No School for Students K-12 Professional Development Day - All Teachers** **K-12 Professional Development Day for teachers that have not completed the scheduled PD requirement by 4/11/07 - teachers who do not complete will be docked proportional pay for this day.
May 14, 2007	Parent/Teacher Conferences for Grades 9-12 (5:30 - 8:00 p.m.)
May 28, 2007	Memorial Day - No School for Students or Staff
June 7, 2007	K-12 Half Day of School for Students Full Day for Teachers AM Kdg/Y5 attend in AM (8:50 a.m. - 12:20 p.m.)
June 8, 2007	K-12 Half Day of School for Students K-12 Records Day/Teacher Check-Out Last Day of School for Students and Staff AM Kdg/Y5 attend in AM - Last Day (8:50 a.m. - 12:20 p.m.)

The above calendar is subject to audit for compliance with legal requirements.

**CHARLOTTE PUBLIC SCHOOLS
CALENDAR ADDENDUM**

- ! The parties recognize that Kindergarten hours may need adjustment to meet State Aid Act requirements for instructional hours. The method of accomplishing any such adjustment will be discussed between representatives of the Board and the Association.

- ! Kindergarten Teachers will receive one half-day per semester for parent-teacher conferences in addition to the parent-teacher conference time otherwise applicable in grades 1-8.

- ! If class size exceeds 25 in Kindergarten, an additional conference half-day with substitutes will be provided per semester.

ARTICLE 26

MENTOR TEACHERS

- A. Participation as a Mentor Teacher shall be voluntary. The Mentor assignment shall be made by the administrator and shall be regarded as an annual assignment of extra duty for extra pay.
- B. A mentor teacher must be an experienced educator who demonstrates instructional expertise, ability to work well with colleagues, continuous learning and preparation, and is skilled at providing instructional support. Mentor teachers will preferably have a minimum of five (5) years of teaching experience.

The mentor teacher shall be available to provide professional support, guidance, and instruction to the mentee. The purpose of the mentor teacher is to offer experienced assistance and support to the mentee in a collegial fashion. They are not responsible for any performance evaluation but are part of the performance improvement process. The mentor teacher shall make periodic reports to the Districts administration regarding the type (i.e., general description of contact) and extent of his/her contact with the mentee during the existence of the mentor/mentee relationship.

- C. The Mentor Teacher assignment shall be for one (1) academic year subject to review and renewal by the administrator. The appointment may be renewed in succeeding academic years upon approval of the administration.

Should either the Mentor Teacher or the Mentee request to dissolve the relationship during an academic year, the administration will meet with the Mentor Teacher and the Mentee to determine an appropriate course of action.

- D. Nothing in this Article shall be interpreted or applied to indicate that the assignment of mentor teachers is exclusively work within the bargaining unit represented by the Association. Rather, the purpose of this Article is to delineate the wages and specified working conditions for that assignment when it is performed by members of the Association's bargaining unit.
- E. Bargaining unit members performing the duties of mentor teacher will be compensated at the rates below:

1 % of base salary for one 1 st or 2 nd year mentee	3/4 % for each additional mentee
3/4 % for one 3 rd year mentee	1/2 % for each additional mentee.

- F. Representatives of the District and the Association agree to confer as necessary regarding the implementation of this Article and any clarification of the role and responsibilities of mentor teachers.

ARTICLE 27

DURATION OF AGREEMENT


This Agreement shall be effective upon ratification by both parties and shall continue in effect until the 30th day of June, 2007

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement is entered into this 11th day of September, 2007, by the parties.

**EATON COUNTY EDUCATION
ASSOCIATION/CHARLOTTE
EDUCATION ASSOCIATION,
CEA/MEA/NEA**

By 
Its President

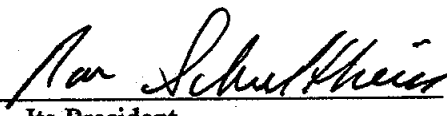
By 
Its Secretary

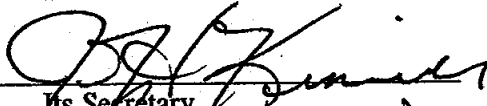
By 
Chairperson, Negotiating Team

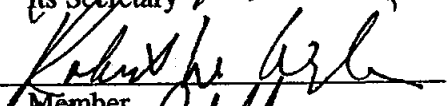
By 
Negotiating Committee Member

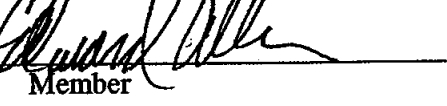
By 
Negotiating Committee Member


**CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By 
Its President

By 
Its Secretary

By 
Member

By 
Member

By 
Member

APPENDIX (1) GRIEVANCE FORM

Grievance Number _____

Date of Violation _____

School _____ School District _____

Statement of the Grievance: (attached)

Remedy Requested: (attached)

Approved for processing: _____

Signature of CEA Representative

Date: _____

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

Principal's Disposition: (attached)

Date Received: _____

Date of Action: _____

Association's Response:

Satisfactory _____ Unsatisfactory _____

Date: _____

Board's Disposition: (attached)

Date Received: _____

or next Board meeting

Date of Action: _____

Association's Response:

Satisfactory _____ Unsatisfactory _____

Arbitration Indicated _____

Date: _____

Signature of Board President: _____

APPENDIX (2)
CLASSROOM VISITATION

Date	Teacher
------	---------

OBSERVATIONS

RECOMMENDATIONS:

Administrator Signature

Date

Teacher Signature

Date

**APPENDIX (3)
CHARLOTTE PUBLIC SCHOOLS
TEACHER EVALUATION REPORT**

Teacher _____ Date of Conference(s) _____ 20____
 School _____ Grade and Subject _____
 Degrees held _____ Administrator _____
 (Signature)

I

A. PROFESSIONAL HISTORY:

<u>CERTIFICATION</u>	<u>DISTRICT EXPERIENCE</u>	<u>OBSERVATION-TIME-DATE</u>
Provisional _____	Years _____	First _____
Special _____	<u>TOTAL EXPERIENCE</u>	Second _____
Permanent _____	Years _____	Third _____

- B. RECOMMENDATIONS: (may check more than one)**
- 1. Recommend for continued employment.
 - 2. Remain in present training capacity with reference to specific problems.
 - 3. Should be transferred to another teaching position.
 - 4. Extend probationary period an additional year
 - 5. Tenure recommendation (yes-no).
 - 6. Should be released at the end of year.

- C. ADDITIONAL INFORMATION**
- White Copy - Teacher
 - Pink Copy - Superintendent
 - Blue Copy - Principal
- PRESENT STATUS**
- First Year Probationary
 - Second Year Probationary
 - Third Year Probationary
 - Tenure

II

UNSATISFACTORY SATISFACTORY OUTSTANDING

- A. TEACHER-PUPIL RELATIONSHIPS
- B. DEVELOPING LEARNING EXPERIENCES
- C. LEARNING ENVIRONMENT
- D. PROFESSIONAL ATTITUDE
- E. PERSONAL CHARACTERISTICS

OVERALL RATING SATISFACTORY UNSATISFACTORY

III

I have discussed this report with the evaluator. In addition to the above statements I wish to make the following comments: _____

Signed _____
Teacher

APPENDIX (4)

VERIFICATION OF OBSERVATION REPORT DISCUSSION

In accordance with Article 16. F. (2) of the Agreement between ECEA and the Board of Education, this is to verify that discussion of the observation report dated _____ was held between the undersigned administrator and teacher on _____.

Administrator

Date: _____

Teacher

Date: _____

LETTER OF AGREEMENT

between

**EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION, MEA/NEA
and**

CHARLOTTE PUBLIC SCHOOLS BOARD OF EDUCATION

RE: PROFESSIONAL DEVELOPMENT DAYS 2006-2007

This Letter of Agreement is entered into between the Charlotte Public Schools Board of Education (the "District") and the Eaton County Education Association/Charlotte Education Association, MEA/NEA (the "Association"). The District and the Association desire to set forth their understandings and agreements regarding compliance with the professional development requirements of Section 1527 of the Revised School Code for the 2006-2007 school year. Additionally, the parties intend and desire to structure this professional development time so that it may be counted as hours of pupil instruction under section 101(10) of the State School Aid Act.

Five (5) days of professional development will be conducted on the days and hours designated for that purpose on the 2006-2007 school calendar and in Article 18 of the 2006-2007 Agreement between the District and the Association. Teachers who, with prior administrative approval, complete one (1) day (i.e. 6 hours), of professional development during the 2006-2007 academic year by attending professional development activity on a non-school session day or outside of regular work hours on a school session day shall not be required to attend the professional development day designated on the 2006-2007 school calendar for May 11, 2007. All teachers are also required to attend that professional development referenced in Article 18 as well as the professional development days designated on the 2006-2007 school calendar, subject to the provisions of this Letter of Agreement.

Each teacher shall submit a written statement to the Associate Superintendent for Instruction not later than April 1, 2007 indicating whether or not he/she has attended (or is scheduled to attend) professional development on a non-school session day(s) or on a school session day outside of regular work hours during the 2006-2007 school year. The Associate Superintendent shall review the information submitted by the teachers and will notify those teachers who are excused from reporting on the scheduled professional development day (occurring on May 11, 2007) due to their satisfaction of the above requirement. A teacher who has not satisfied the professional development requirement by May 11, 2007 and who does not complete his/her planned professional development requirement on or before June 30, 2007 will be docked one (1) day's pay on the first payroll of the 2007-2008 school year.

Further, all professional development days shall be commensurate in duration to a regular teacher work day as is established in the 2006-2007 Agreement.

The provisions of this Letter of Agreement are not intended to bind the District or the Association beyond June 30, 2007, but may be perpetuated or extended by them through subsequent written agreement.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION,
CEA/MEA/NEA

By: *Alan Scheffner*

By: *Ben Phelan*

Date: 9-11-2006

Date: 9-11-2006

LETTER OF AGREEMENT
between
CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION
and
EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION

RE: ELEMENTARY PREPARATION/CONFERENCE TIME; MANDATED PARAPROFESSIONALS

This Letter of Agreement shall become effective on the first work day of the 2006-2007 school year and shall expire on June 30, 2007.

1. In addition to the preparation/conference time referenced in Article 12 ¶ D of the 2006-2007 Agreement, elementary teachers in grades 1-4 shall receive seventy-five (75) minutes per week of preparation time during the 2006-2007 school year. Kindergarten and Young Five teachers shall receive a minimum of forty (40) minutes per week, per Kindergarten/Young Five section, in addition to the time specified in Article 12 ¶ D.
2. During the 2006-2007 school year Article 14 ¶ B will be modified as follows:

It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The parties agree that class size shall meet the following standards except in traditional large group (team-teaching) instruction or experimental classes where the Association has agreed in writing to exceed the maximum.

Grades K-2 Maximum 25
 Grades K-2 Maximum with parapro time 29

In the event the K-2 class size is between 26-29 students, (55) minutes of daily parapro time will be provided to that section.

Paraprofessional (parapro) assignments will be made tentatively on the basis of class enrollments at the end of a school year. Subsequent adjustments to parapro time will be determined as of 4th Friday and at the end of each marking period thereafter. These adjustments shall be implemented on the next work day following the count day.

Grades 3-4 Maximum 29
 Grades 5-6 Maximum 30
 Grades 7-8 Maximum 32
 Grades 9-12 Maximum 32

In grades, 7-8, the number of students in any academic class (to be defined as mathematics, social studies, language arts and science) shall not exceed thirty-two (32) unless mutually agreed upon by the teacher and the principal.

A class average of thirty-two (32) students shall be maintained in the senior high school (grades 9-12) in academic classes (to be defined as mathematics, social studies, language arts and science) unless mutually agreed upon by the teacher and principal.

3. During the 2006-2007 school year the District and the Association will continue their joint advisory committee composed of not more than six (6) teachers and three (3) administrators to examine certain issues pertaining to elementary programs within the District. The six (6) teachers shall be selected by the Association with every effort made to provide representation from each of the elementary buildings. The issues shall include, but not necessary be limited to: preparation/conference time; student contact time; assessment of programming options; exploration of innovative teaching strategies.

The Committee will examine the costs/benefits of all alternatives and how each alternative promotes student achievement. The Committee will prepare its report for presentation to the Superintendent.


4. The provisions of this Letter of Agreement are not intended to bind either the District or the Association beyond the close of the 2006-2007 school year, but may be perpetuated or extended by them through subsequent written agreement.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION



Date: 9-11-2006

EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION,
CEA/MEA/NEA



Date: 9-11-2006

LETTER OF AGREEMENT
between
CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION
and
**EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION**

RE: TRANSITIONAL SERVICES

1. For the 2006-2007 school year only the following provision shall be added to Article 5 ¶ Q:

"Alternatively, teachers who submit a resignation on or before January 8, 2007 (to be effective at the conclusion of the 2006-2007 school year) will receive additional remuneration from the District in the amount of \$3,000 for transitional services rendered under the supervision of their building administrator/immediate supervisor. This provision expires June 30, 2007 and is limited to the 2006-2007 school year."

2. The provisions of this Letter of Agreement are not intended to bind either the District or the Association beyond the close of the 2006-2007 school year and will expire on June 30, 2007.

**CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION**

**EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION
CEA/MEA/NEA**

By: *Alex Schutt*

By: *Ben Morgan*

Date: 9-11-06

Date: 9-11-2006

LETTER OF AGREEMENT
Between
**EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION, MEA/NEA**
and
CHARLOTTE PUBLIC SCHOOLS BOARD OF EDUCATION

RE: ATHLETIC PROGRAM STAFF REDUCTIONS

1. This Letter of Agreement is entered into between the Charlotte Public Schools Board of Education (the "District") and the Eaton County Education Association/Charlotte Education Association, MEA/NEA (the "Association"). This Letter of Agreement is entered into under the authority of Article 9 of the Agreement between the District and the Association.
2. If an extra-duty coaching position is reduced or eliminated, a bargaining unit member displaced due to such reduction (based on his/her number of years coaching in that sport in Charlotte Public Schools) shall have the right to replace an assistant coach in the same sport who has less years of experience in that same sport (in Charlotte Public Schools). If displacement occurs after duties associated with the coaching assignment have commenced, the extra duty pay will be apportioned between the bargaining unit members.
3. Nothing in this Letter of Agreement shall constitute a precedent, practice or established working condition for future or other circumstances involving the application or interpretation of the current Agreement between the District and the Association or any successor collective bargaining agreement between them.
4. This Letter of Agreement expires on June 30, 2007.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

By: 

Date: 9-11-2006

EATON COUNTY EDUCATION
ASSOCIATION/CHARLOTTE
EDUCATION ASSOCIATION,
CEA/MEA/NEA

By: 

Date: 9-11-2006

LETTER OF AGREEMENT
Between
**EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION, MEA/NEA**
and
CHARLOTTE PUBLIC SCHOOLS BOARD OF EDUCATION

RE: ATTENDING AND PARTICIPATING IN SCHOOL SPONSORED EVENTS

1. During the 2006-2007 school year, all teachers in grades 9-12 will be responsible for attending and participating in three (3) school-sponsored CHS events. These events must occur outside of regular school hours and must involve activities that are not part of the teacher's regular assignment or compensated extra duty (i.e. Schedule B) assignment. No additional compensation will be provided for the performance of these duties.
2. The building principal will identify specific events and activities (with estimated length of event) that will enable teachers to fulfill the requirements of this provision. Athletic contests, with the exception of special events and varsity football games, will not qualify to meet the requirement.
3. In recognition of this commitment by 9-12 teachers, those teachers will be excused from duty on the afternoons of November 3, 2006 and March 9, 2007.
4. This Letter of Agreement expires June 30, 2007.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

By: *Ken Schuchman*

Date: 9-11-2006

EATON COUNTY EDUCATION
ASSOCIATION/CHARLOTTE
EDUCATION ASSOCIATION,
CEA/MEA/NEA

By: *Ben Phelan*

Date: 9-11-2006

LETTER OF AGREEMENT

Between

EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION, MEA/NEA

and

CHARLOTTE PUBLIC SCHOOLS BOARD OF EDUCATION

RE: INSTRUCTIONAL CONSULTATION TEAM / SCHEDULE B ADDITIONS

1. For the 2006-2007 school year, the District will remit a stipend of 2% of the BA , Step 1 to each member of the Instructional Consultation Team. This stipend shall be for up to eleven (11) positions within the bargaining unit, with the District having the right to create additional positions.
2. Membership on the Instructional Consultation Team is a voluntary assignment of extra duty for extra pay and is regarded by the parties as a Schedule B position for purposes of this Agreement.
3. If Counselors, Social Workers, Title I "at risk" teachers, and/or ICT Facilitators are requested by a building administrator to meet with the ICT outside of regular work hours, the affected employee and building administrator will cooperate in making a flexible work schedule adjustment.
4. For the 2006-2007 school year, the District shall also compensate the following positions at % of BA, Step1:

High School Art Club
High School Writing Club
High School Ski Club
Middle School Ski Club

5. This Letter of Agreement shall expire on June 30, 2007 unless otherwise extended by written agreement of the parties.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

By: *Tom Schultze*

Date: 9-11-2006

EATON COUNTY EDUCATION
ASSOCIATION/CHARLOTTE
EDUCATION ASSOCIATION,
CEA/MEA/NEA

By: *Ben Heger*

Date: 9-11-2006

LETTER OF AGREEMENT

Between

EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION, MEA/NEA

and

CHARLOTTE PUBLIC SCHOOLS BOARD OF EDUCATION

RE: INSURANCE ENROLLMENT SAVINGS: 2006-2007

1. On or before March 1, 2007 the District will calculate the savings realized (if any) for the fiscal year ending June 30, 2007 which are attributable to bargaining unit members making a transition from PAK A to PAK B during the open enrollment periods in the 2006-2007 school year.
2. One -half (1/2) the amount identified above (if any) will be distributed, in a manner identified by the Association, to bargaining unit members as a one-time off schedule payment to be made not later than March 31, 2007. All amounts distributed are inclusive of FICA and MPSERS contributions.
3. This arrangement is not precedent setting, is confined to the 2006-2007 school year and expires when the above payments have been made by the District.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

By: *Don Schuttke*

Date: 9-11-2006

EATON COUNTY EDUCATION
ASSOCIATION/CHARLOTTE
EDUCATION ASSOCIATION,
CEA/MEA/NEA

By: *Ben Meyer*

Date: 9-11-2006