

AGREEMENT

between

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

and

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

July 1, 2009 – June 30, 2010

TABLE OF CONTENTS

	PAGE
ARTICLE 1	RECOGNITION..... 1
ARTICLE 2	AGENCY SHOP AND PAYROLL DEDUCTIONS 2
ARTICLE 3	ADMINISTRATIVE RIGHTS..... 4
ARTICLE 4	ASSOCIATION AND TEACHER RIGHTS..... 5
ARTICLE 5	PROFESSIONAL COMPENSATION..... 6
ARTICLE 6	PAID LEAVES..... 13
ARTICLE 7	UNPAID LEAVES..... 16
ARTICLE 8	JOB SHARING..... 19
ARTICLE 9	NEGOTIATION PROCEDURES 20
ARTICLE 10	GRIEVANCE PROCEDURES 21
ARTICLE 11	TEACHING HOURS..... 24
ARTICLE 12	TEACHING LOADS AND ASSIGNMENTS..... 25
ARTICLE 13	SPECIAL AND STUDENT TEACHING ASSIGNMENT..... 26
ARTICLE 14	TEACHING CONDITIONS..... 27
ARTICLE 15	VACANCIES, PROMOTIONS AND TRANSFERS..... 29
ARTICLE 16	TEACHER EVALUATION..... 31
ARTICLE 17	PROTECTION OF TEACHERS..... 34
ARTICLE 18	MISCELLANEOUS PROVISIONS..... 35
ARTICLE 19	PROFESSIONAL IMPROVEMENT..... 38
ARTICLE 20	CURRICULUM COUNCIL..... 39
ARTICLE 21	PROFESSIONAL BEHAVIOR..... 39
ARTICLE 22	REDUCTION OF CERTIFIED PERSONNEL..... 40
ARTICLE 23	FRINGE BENEFITS..... 44

ARTICLE 24	SALARIES - SCHEDULE A/SCHEDULE A-1.....	47
	EXTRA DUTY PAY - SCHEDULE B.....	49
ARTICLE 25	SCHOOL CALENDAR.....	53
ARTICLE 26	MENTOR TEACHERS.....	56
ARTICLE 27	DURATION OF AGREEMENT.....	57
	APPENDIX (1) - GRIEVANCE FORM.....	58
	APPENDIX (2) - CLASSROOM VISITATION.....	59
	APPENDIX (3) - EVALUATION REPORT.....	60
	APPENDIX (4) - VERIFICATION OF OBSERVATION REPORT...	61
	LETTER OF AGREEMENT - ELEMENTARY PREPARATION/ CONFERENCE TIME, MANDATED PARAPROFESSIONALS.....	63
	LETTER OF AGREEMENT - ATHLETIC PROGRAM STAFF REDUCTIONS.....	65
	LETTER OF AGREEMENT – ATTENDING AND PARTICIPATING IN SCHOOL SPONSORED EVENTS.....	66
	LETTER OF AGREEMENT – SCHOOL IMPROVEMENT TEAM MEMBERS.....	67
	LETTER OF AGREEMENT – PAYMENT FOR ADMINISTRATIVE COSTS OF PAC PAYROLL DEDUCTIONS.....	68
	LETTER OF AGREEMENT – ATTENDANCE AT PROFESSIONAL DEVELOPMENT.....	69
	LETTER OF AGREEMENT – ELEMENTARY SPECIAL SUBJECTS TEACHERS.....	71
	LETTER OF AGREEMENT – CLASS SIZE OVERLOADS -- 4 TH GRADE AT WASHINGTON ELEMENTARY.....	72
	LETTER OF AGREEMENT – TRANSITIONAL SERVICES STIPEND – 2009-2010.....	74
	LETTER OF AGREEMENT – YTH FTY/DAY TRT/JAIL	75

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 MCL 408.477, 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 24, 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. Contractual salaries will be paid by one of the following options selected by the teacher:
 - a. 24 equal pay periods.
 - b. 21 equal pay periods.

Teachers shall make a written election between June 15 and August 1 to be paid over

either 21 or 24 pays in the next succeeding school year. Once made, that choice shall be irrevocable unless revoked in writing during the above election window for a succeeding school year. Teachers who do not have a written election on file with the business office shall be paid over 21 pays.

3. 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.
4. 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.
 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 (1/2) 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 (1/2) 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 24, 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 to the District are reached by a particular employee. For purposes of eligibility for enhanced longevity under ¶O 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. For all other longevity eligibility purposes under this Agreement “years of professional service to the District” means years of actual teaching service, in the Association’s bargaining unit, 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.
 5. In order to be eligible to receive an enhanced longevity payment under this provision, the teacher must submit evidence that he/she has completed the continuing education requirements by August 31 for payment effective the first semester and not later than December 31 for prorated payment effective with the beginning of the second semester. Enhanced longevity payments will not be made retroactively where the teacher has not submitted timely verification that the continuing education requirements have been completed.
- P. 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 \$3,000 for transitional services rendered under the supervision of their building administrator/immediate supervisor.
- Q. A teacher who accepts an overload instructional assignment on their preparation/conference time shall be compensated for those responsibilities on a pro-rated basis of their Schedule A salary.

A teacher who, during his/her preparation/conference time, substitutes with administrative approval for another teacher who is absent due to release for other school business shall be compensated at the hourly stipend rate in Schedule B where the substitution interval exceeds fifteen (15) minutes.

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 two (2) 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.
- J. Teachers shall be entitled to a pro-rated insurance premium contribution by the Board based on the Board's premium contribution for Option Package 1, prorated for the time worked in relation to the schedule of a full time teacher. The premium contribution is to be applied only to the health insurance premium. In no event shall the Board's total premium contribution for the participants in the job share exceed the Board's premium responsibility for one full time teacher electing Option Package 1. If the teacher does not elect health insurance, he/she shall receive the cash option amount prorated for the time worked in relation to the schedule of a full time teacher. Teachers in a job share shall be responsible for the premium above the pro-rated Board contributed premium amount. Teacher premium contributions will be payroll deducted on a pre-tax basis.
- K. Teachers in a job share shall be obligated to participate in all professional development and one-half of the scheduled staff meetings required of full time teachers, with the exception of the professional development day required to be completed on a non-school session day, outside of regular school hours. On other teacher work days, when students are not in attendance, the teachers in the job share shall work the proportional share of the day. Teachers in a job share shall attend one-half of scheduled parent teacher conferences and the fall Open House unless otherwise specifically approved by the Superintendent (or designee). Paid leave days shall be pro-rated to reflect the part-time status of the teachers in the job share. Planning time (to the extent possible) shall be pro-rated based on the fraction of time in the position.

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 (I), 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.....7:35 a.m. to 2:40 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. The Board and the Association recognize the importance of the school improvement process and the requirement, established in Section 1277 of the Revised School Code, that the Board adopt and implement a school improvement plan. The administration will consider suggestions made by the building faculty regarding the identity of teacher representatives to be appointed to building school improvement teams. Those teams will function to advance the components of school improvement plans, as set forth in Section 1277 of the Revised School Code. Serving as a member of the school improvement team is distinct from serving as a department chair, although the parties recognize the need for coordination between those assignments.

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-2 Maximum 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 Preparation/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". An overload class at the secondary level will be regarded as 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. This definition does not apply to a teacher occupying an assignment that customarily involves assignment to multiple buildings, such as itinerant special subjects teachers. However, if an itinerant teacher with a multi-building assignment is reassigned to a regular classroom position, that reassignment will be regarded as a "transfer".

B. Assignment Process

1. By May 15, each High School department shall collectively make a written recommendation to the High School Principal regarding the assignments of teachers within that department for the forthcoming school year.

In grades K-8, building principals will inform staff by May 1 of projected positions (i.e., anticipated sections/classes) within that building for the next school year. K-8 teachers desiring a change in assignment will provide their building principal with written notice of their assignment preference by May 15.

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. Overload vacancies at the secondary level will be filled on a voluntary basis from among applicants who have a planning period during the class period where the overload opportunity exists. Where there is more than one available applicant, the criteria in ¶ C(5) shall be utilized in filling the overload opportunity.
7. 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

The parties recognize that unrequested teacher transfers may occur due to changes in staff composition, certification and qualification requirements, curriculum, enrollment and financial conditions. It is likewise recognized that frequent transfers of teachers is disruptive to the educational process. When the need for transfer arises due to the above conditions, the

administration will consider the impact of transfers on the affected teacher(s) and on the instructional program prior to identifying the teacher(s) to be transferred. The administration will review the contemplated transfer(s) with the Association President prior to finalization of the assignment process.

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 June 1.
- 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 instrument (Teacher Evaluation Report) is depicted in Appendix 3 which are attached to and incorporated in this Agreement.
- O. Upon agreement with the evaluating administrator, a tenure teacher may be evaluated in accordance with the Teacher Development Model instead of the Teacher Evaluation Report in Appendix 3.

All probationary teachers will be evaluated in accordance with the Teacher Development Model.

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 teacher who believes that they have been physically assaulted by a student in the course of performing their duties shall promptly report the incident, in writing, to their supervising building or program administrator. The administration shall promptly investigate the teacher's claim of assault and shall provide a copy of the report to the teacher.

The Board will determine whether or not it will report the incident to law enforcement authorities and will inform the teacher whether or not such a report has been made. If requested by the teacher, 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, Professional Learning Communities, 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 ¶J (4) above shall continue as if these meetings had occurred.

6. Notwithstanding the above provisions, during the 2009-2010 school year, the Wednesday rotation in ¶ J(5) of this Article will be amended to provide for an allocation of five (5) Professional Learning Communities (PLC) meetings and four (4) Association meetings on the Wednesdays previously reserved exclusively for Association meetings. The PLC time will be counted as professional development.
- 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. Professional development programs will be provided cooperatively by the administration, School Board and faculty.
- B. Professional development shall be structured to satisfy the requirements of Section 1527 of the Revised School Code, as well as the standards set forth in Section 101(10) of the State School Aid Act. All teachers are required to attend the professional development referenced in Article 18 of this Agreement, as well as any professional development days designated on the school calendar.
- 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 I 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:
$$\frac{\text{Number of days on leave}}{\text{Number of days in school year} \times \text{Number of days in calendar year}} = \text{Number of days of adjustment to seniority date.}$$
 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 human resources office a current teacher's certificate. 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 human resources 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. If a teacher anticipates renewing an expiring certificate or attaining additional certification or qualifications by June 30, he/she shall provide written notice to the human resources office by February 1, together with institutional verification of the teacher's progress toward the attainment(s) and that the attainment(s) will occur on or before June 30. If these requirements are satisfied, the teacher will be considered certified and qualified for those areas for purposes of staff assignments and reduction that are made on or before June 30 for the ensuing school year.
 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" on-staff tenure 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 shall not exceed \$1,168.41 per month.
2. This option package shall include the following:
 - a. MESSA Choices II with \$10/\$20 prescription co-pay.
 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 Choices II in ¶ A(1).
 - 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 \$300 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 August 31, 2007) 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**

Charlotte Public Schools
Schedule "A" 2009-2010

	<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	33,075	34,050	35,515	36,330	37,652	
	2	34,699	35,681	37,142	37,960	39,283	
	3	36,330	37,309	38,773	39,586	40,912	
	4	38,120	39,095	40,563	41,378	42,703	
	5	39,910	40,889	42,353	43,173	44,494	
	6	41,702	42,677	44,152	44,957	46,283	
	7	43,497	44,474	45,937	46,753	48,075	
	8	45,288	46,260	47,729	48,546	49,867	
	9	47,079	48,054	49,524	50,340	51,663	
	10	50,496	52,126	53,427	55,379	56,702	
	11	53,971	55,630	57,301	58,960	60,312	
LONGEVITY		55,320	57,021	58,734	60,434	61,820	2.5%
AT YR IN DIST(ART.5)							
AT 19th YR		56,669	58,412	60,166	61,908	63,328	5.0%
AT 25th YR		56,939	58,690	60,453	62,202	63,630	5.5%
AT 26th YR		57,209	58,968	60,739	62,497	63,931	6.0%
AT 27th YR		57,479	59,246	61,026	62,792	64,233	6.5%
AT 28th YR		57,748	59,524	61,312	63,087	64,534	7.0%
AT 29th YR		58,018	59,802	61,599	63,382	64,836	7.5%
LONGEVITY		55,590	57,299	59,020	60,729	62,122	3%
AT 19th YR IN DIST		56,939	58,690	60,453	62,202	63,630	5.5%
AT 25th YR		57,209	58,968	60,739	62,497	63,931	6.0%
AT 26th YR		57,479	59,246	61,026	62,792	64,233	6.5%
AT 27th YR		57,748	59,524	61,312	63,087	64,534	7.0%
AT 28th YR		58,018	59,802	61,599	63,382	64,836	7.5%
AT 29th YR		58,288	60,081	61,885	63,676	65,137	8.0%

*Per enhanced longevity qualification language Article 5, paragraph O.

For the 2009-2010 school year the salary schedule remains the same as the second semester of the 2008-2009 school year. Teachers on Steps 1-11 will receive half of their step financially for the 2009-2010 school year, but begin the 2010-2011 school year on the full step on which they were placed at the first semester of the 2009-2010 school year.

Example: 2008-2009 (second semester) – Step 7
 2009-2010 (first semester) moves to Step 8

Beginning with the 11th payroll (where the teacher is on 21 pays) or the 13th payroll (where the teacher is on 24 pays) of the second semester of 2009-2010 the teacher moves to Step 7 of the 2008-2009 second semester salary schedule.

2010-2011 – Step 8

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%
------------	----

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%
------------	----

- B. 1. All Schedule B amounts for 2009-2010 will be based on the 2009-2010 Salary Schedule and will not be subject to modification due to the step placement adjustments referred to in Article 24/Schedule A.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. Associate Assistant coaches shall not be affected by the terms of this Agreement.
13. Evaluations will continue to be done at the discretion of the Athletic Director.
14. 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%
ICT FACILITATOR	2%
ICT TEAM MEMBER	2%
DRAMATICS (per person per production)	3%

K-12 SCHOOL IMPROVEMENT TEAM	4%
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%

DRIVER EDUCATION	
Instructor	\$21.10
Director	\$22.20
PAL ADVISOR - HIGH SCHOOL	3%
9 TH GRADE MENTOR COORDINATOR	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	\$19.28
CLUB INTERNATIONAL	3%
TRUST CLUB	3%
CLASS ADVISORS:	
Senior Class	3%
Junior Class	3%
Sophomore Class	1%
Freshman Class	1%
HOURLY STIPEND:	\$18.53
FUTURE FARMERS OF AMERICA	4%
BUSINESS PROFESSIONALS OF AMERICA	3%
SCIENCE OLYMPIAD	3%
DESTINATION IMAGINATION	3%
NATIONAL HONOR SOCIETY	3%
DECA	3%
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 following positions will be compensated at two percent (2%) of the BA column, Step 1

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

- F. 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.

- G. 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.
- H. 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.
- I. 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 ¶F of Schedule B, above.

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
2009-2010 SCHOOL YEAR**

177 Teacher Days

172 Student Days (Grades K-8 and 11)

171 Student Days (Grades 9-10, and 12)

September 2, 2009	Teacher Professional Development – AM Teacher Work Day - PM	
September 3	Teacher Professional Development – AM Teacher Work Day - PM	
Sept 4 – Sept 7	Labor Day Break – No School for Staff	
September 8	School Begins for Students	
October 12	Parent/Teacher Conferences for Grades 9-12	5:30 – 8:30 p.m.
October 13	Parent/Teacher Conferences for Grades 9-12	5:30 – 8:30 p.m.
November 4	Parent/Teacher Conferences for Grades 5-8	5:00 – 8:00 p.m.
November 6	Parent/Teacher Conferences for Grades 5-8	5:00 – 8:00 p.m.
November 3–13	Parent/Teacher Conference Window for Grades K–4, 5:00 – 8:00 p.m.	
November 6	K-12 No School for Students K-12 Professional Development Day – All Teachers – AM ONLY K-12 Conference Time Shift – Elem. & M.S. Teachers – PM ONLY	
November 13	K-12 No School for Students and Teachers	
November 25 - 27	Thanksgiving Break – K-12 No School for Students and Teachers	
December 14	Parent/ Teacher Conferences for Grades 9-12	5:30 – 8:30 p.m.
December 21- January 1	Holiday Break (Begins at end of day, Friday, December 18)	
January 4, 2010	School Resumes	
January 18	Martin Luther King Day - No School for Students K-12 Professional Development Day – All Teachers	
January 22	K-12 Half Day for Students (A.M. ECDD attends in a.m.) Work Day for Teachers	

**Charlotte Public Schools District Calendar
2009-2010 SCHOOL CALENDAR
(continued)**

February 12 - 15	Mid Winter Break – K-12 No School for Students or Staff
February 16	School Resumes
March 2	Parent/ Teacher Conferences for Grades 9-12 5:30 – 8:00 p.m.
March 9-19	Parent/Teacher Conference Window for Grades K–4, 5:00 – 8:00 p.m.
March 9	Parent/Teacher Conferences for Grades 5-8 5:00 – 8:00 p.m.
March 9	No School for Students – Grades 9 TH , 10 TH , 12 TH ONLY 11 TH Grade ACT Testing 7:40 a.m. – 1:00 p.m.
March 11	Parent/Teacher Conferences for Grades 5-8 5:00 – 8:00 p.m.
March 12	K-12 No School for Students K-12 Professional Development Day – All Teachers – AM ONLY K-12 Conference Time Shift – Elem. & M.S. Teachers – PM ONLY
March 19	No School for Students or Teachers
April 2-9	Spring Break - No School for Students or Teachers
April 12	School Resumes
May 17	Parent/ Teacher Conferences for Grades 9-12 5:30 – 8:00 p.m.
May 31	Memorial Day - No School for Students or Staff
June 10	K-12 Half Day of School for Students (A.M. ECDD attends in a.m.) Full Day for Teachers
June 11	K-12 Half Day of School for Students (A.M. ECDD attends in a.m.) K-12 Records Day/Teacher Check-Out Last Day of School for Students & Staff
June 14	**K-12 Professional Development Day for teachers that have not completed the scheduled PD requirement by 5/01/10 – teachers who do not complete will be docked proportional pay for this day**

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

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.

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, 2010.

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 14th day of December, 2009, by the parties.

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

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

By Ben Hegar
Its Co-President

By Robert B. Owen
Its President

By Julie Dudley
Its Co-President

By Siane M. Kirkham
Its Secretary

By Julie S Crossman
Negotiating Committee Member

By Joe H. Kiser
Member

By Will A. B.
Negotiating Committee Member

By Don Schutt
Member

By Margaret M. Orchard
Negotiating Committee Member

By Edmund All
Member

APPENDIX (1) GRIEVANCE FORM

Grievance Number _____

Date of Violation _____

_____ School District

School _____

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: _____

Superintendent'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: _____

CLASSROOM VISITATION

Date

Teacher

OBSERVATIONS

RECOMMENDATIONS:

Administrator Signature

Date

Teacher Signature

Date

**CHARLOTTE PUBLIC SCHOOLS
TENURED TEACHER EVALUATION REPORT
(Traditional)**

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

I.

A. PROFESSIONAL HISTORY:

CERTIFICATION

Provisional _____
 Professional _____
 Other _____

OBSERVATION-TIME-DATE

First _____
 Second _____

B. RECOMMENDATIONS: (check one)

- Satisfactory performance
 Individualized Development Plan (IDP) Indicated

C. ADDITIONAL INFORMATION

One Copy - Teacher
 One Copy - Superintendent
 One Copy - Principal

II.

(Please check category that applies and attach narrative page.)

	<i>OUTSTANDING</i>	<i>SATISFACTORY</i>	<i>NEEDS IMPROVEMEN</i>	<i>UNSATISFACTORY</i>
A. INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. CLASSROOM MANAGEMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. PROFESSIONAL RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OVERALL RATING: (<i>Circle one</i>)	<i>OUTSTANDING</i>	<i>SATISFACTORY</i>	<i>NEEDS IMPROVEMEN</i> <i>T</i>	<i>UNSATISFACTORY</i>

III.

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

Signed _____
Teacher

NARRATIVE PAGE
STANDARDS OF EFFECTIVE TEACHING
(Please attach to Tenured Teacher Evaluation Report)

Teacher name: _____ **Administrator:** _____

A. INSTRUCTION:

B. ASSESSMENT:

C. CLASSROOM MANAGEMENT:

D. COMMUNICATION:

E. PROFESSIONAL RESPONSIBILITIES:

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
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 2009-2010 school year and shall expire on June 30, 2010.

1. In addition to the preparation/conference time referenced in Article 12 ¶ F of the 2009-2010 Agreement, elementary teachers in grades K-4 shall receive seventy-five (75) minutes per week of preparation time during the 2009-2010 school year.
2. During the 2009-2010 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.

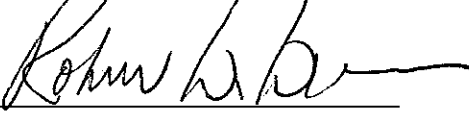
Grades 3-4	Maximum 29
Grades 5-6	Maximum 30
Grades 7-8	Maximum 32
Grades 9-12.....	Maximum 32

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.

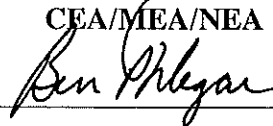
3. The provisions of this Letter of Agreement are not intended to bind either the District or the Association beyond the close of the 2009-2010 school year, but may be perpetuated or extended by them through subsequent written agreement.

CHARLOTTE PUBLIC SCHOOLS
ASSOCIATION/BOARD OF EDUCATION



Date: November 30, 2009

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



Date: November 30, 2009

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, 2010.

**CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: 

Date: November 30, 2009

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

By: 

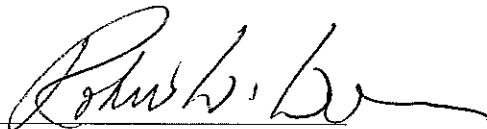
Date: November 30, 2009

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 2009-2010 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 6, 2009 and March 12, 2010.
4. This Letter of Agreement expires June 30, 2009.

**CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: 

Date: November 30, 2009

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

By: 

Date: November 30, 2009

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

Re: SCHOOL IMPROVEMENT TEAM MEMBERS

The Board and the Association recognize that Section 15(3)(c) of the Public Employment Relations Act (PERA) prohibits bargaining over the composition of school improvement committees. Accordingly, the provisions of Article 12(I) (entitled SCHOOL IMPROVEMENT TEAM MEMBERS) of the 2006-2007 Agreement was not continued in the successor collective bargaining agreement. Similarly, the designation of a specific number of school improvement team members in Schedule B, paragraph D, of the 2006-2007 Agreement was not renewed in the successor contract.

In the event that the provisions of PERA that prohibit bargaining over the composition of school improvement committees are altered by legislative enactment or agency interpretation during the term of the successor contract to the 2006-2007 Agreement, so that bargaining is permitted or required over such subject, the above provisions embodied in the 2006-2007 Agreement shall be restored to the Agreement on the effective date of such enactment or interpretation. However, if the effective date of the enactment or interpretation occurs after the appointment of school improvement team members for a particular school year, the restored contract provisions shall not become operative until appointments for the next succeeding school year are to be made.

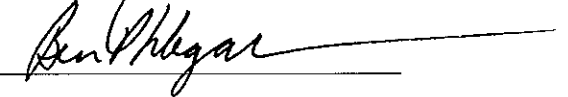
**CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: 

Its: BOARD PRESIDENT

Dated: November 30, 2009

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

By: 

Its: CEA PRESIDENT

Dated: November 30, 2009

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

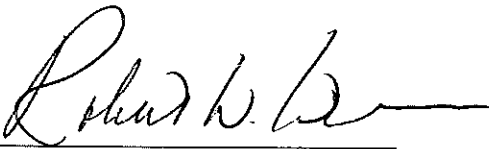
Re: PAYMENT FOR ADMINISTRATIVE COSTS OF PAC PAYROLL DEDUCTIONS

The parties recognize that as a result of the opinion of the Michigan Court of Appeals in *Michigan Education Association v Secretary of State*, _____ Mich App _____ (No. 280792; released August 28, 2008) the Board is prohibited from allowing or implementing employee payroll deductions for contribution to political action committees. To the extent that Article 2 ¶ A(3) of the 2009-2010 Agreement requires or allows such deductions, it will be inoperative. Such payroll deductions will not be made by the Board unless the above litigation is reversed on appeal, or in the event the Michigan Campaign Finance Act is amended to permit such payroll deductions.

If such payroll deductions become lawful in the future, in order to implement the provisions of Article 2 ¶A(3), the parties agree as follows:

1. If any bargaining unit member elects payroll deduction for purposes of contributing to a political action committee, the Association shall remit to the District the sum of \$14.00 in order to defray the costs of implementing payroll deduction for the above-purpose. This will be a single aggregate and annual cost to cover the expense within the District's business office of establishing the payroll deduction opportunity for all employees so electing.
2. In addition to the fixed annual cost referenced immediately above, the Association shall annually remit to the District the sum of \$0.50 per bargaining unit member who voluntarily elects payroll deduction for purposes of political action committee contributions.
3. The foregoing amounts shall be remitted by the Association to the District as soon as the number of Association bargaining unit members electing political action payroll deductions for a given school year has been determined, and prior to the implementation of such payroll deductions by the District.

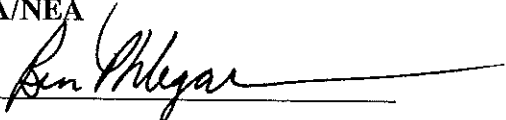
**CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: 

Its: BOARD PRESIDENT

Dated: November 30, 2009

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

By: 

Its: CEA PRESIDENT

Dated: November 30, 2009

LETTER OF AGREEMENT
BETWEEN THE
CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION
AND THE
EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION, MEA/NEA

Re: ATTENDANCE AT PROFESSIONAL DEVELOPMENT

The purpose and intent of this Letter of Agreement is to provide guidance for the implementation of the parties' collective bargaining agreement regarding teacher attendance at professional development.

The Board and the Association accordingly agree as follows:

1. Teachers who are absent on professional development days or hours due to either paid leave taken under Article 6 or unpaid leave taken under Article 7 of the Agreement between the Board and the Association shall not be required to make up or reschedule those professional development opportunities in which the teacher did not participate due to such paid or unpaid leaves of absence authorized by the collective bargaining agreement.

However, in the event that a teacher's pattern of absence causes the administration to reasonably suspect that the teacher may be seeking to avoid participation in otherwise required professional development activities, the administration shall convene a meeting with the teacher (and Association, if requested by the teacher) to investigate and discuss that concern.

2. Where a teacher is absent, with prior administrative approval, from professional development (at times specified in Article 18 of the Agreement the Board and the Association and as designated on the School Calendar) because the teacher has a conflicting commitment (i.e., scheduled competition or league event) for the performance of other duties for Charlotte Public Schools which are compensated on Schedule B of the Agreement, that teacher shall be responsible for checking with his/her building administrator, or (his/her designee), regarding the content of the professional development missed.
3. This Letter of Agreement shall become effective with the 2009-2010 school year. However, the provisions of this Agreement that excuse teachers from making up or rescheduling professional development opportunities on days which the teacher was absent due to paid or unpaid leave taken under the terms of the 2008-2009 Agreement shall be regarded as being effective for the 2008-2009 school year. To the extent that the latter provision conflicts with Article 19 ¶ B of the 2008-2009 Agreement, the parties intend that the latter provision shall prevail to the extent of any inconsistency or conflict.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

By: Robert W. De
Its: BOARD PRESIDENT

By: Aiane M. Kirkham
Its: Board Secretary

Dated: November 30, 2009

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

By: Ben Meyer
Its: President

By: Julie S Crossman
Its: PN team

Dated: November 30, 2009

LETTER OF AGREEMENT
BETWEEN THE
CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION
AND THE
EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION, MEA/NEA

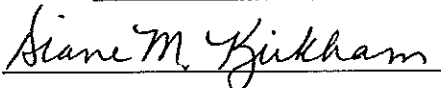
RE: ELEMENTARY SPECIAL SUBJECTS TEACHERS

1. The parties recognize that effective with the 2009-2010 school year, the District has assigned elementary special subjects teachers to one or more classes at the Middle School in an attempt to avoid reduction of the employment of elementary special subjects teachers due to the closing of an elementary building. For purposes of implementing the collective bargaining agreement, these staff members will continue to be regarded as elementary teachers.
2. It is also recognized that the above assignment structure will necessitate that elementary special subjects teachers travel between facilities during their work day. When such travel occurs during the teacher's work day, there shall be a period of not less than twenty (20) minutes allocated for that purpose.
3. While it is recognized that the work schedules of elementary special subjects teachers have not been identical in all respects to those of other elementary teachers, elementary special subjects teachers shall not be assigned to a work day exceeding that set forth in Article 11/ Teaching Hours, including a 35 minute duty free lunch and shall have a preparation/conference period not less in duration than that allocated to other elementary teachers.
4. Due to the structure of the instructional assignments of elementary special subjects teachers with Middle School classes, those staff members cannot meet with other elementary teachers at the times designated on Wednesdays for PLC and other professional development. Accordingly, the elementary special subjects teachers will meet together for PLC and professional development activities that occur on Wednesdays and will be subject to the same time commitments for that purpose as other bargaining unit members.
5. This Letter of Agreement shall become effective July 1, 2009 and expires on June 30, 2010.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

By: 


Its: BOARD PRESIDENT

By: 

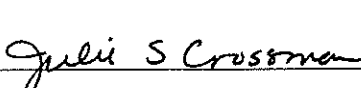
Its: BOARD SECRETARY

Dated: November 30, 2009

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

By: 

Its: PRESIDENT

By: 

Its: PN TEAM

Dated: November 30, 2009

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

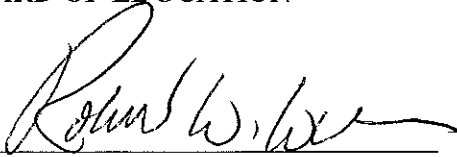
Re: CLASS SIZE OVERLOADS - 4TH GRADE AT WASHINGTON ELEMENTARY

The parties desire, through this Letter of Agreement, to address class size overloads that exist in the 4th grade at Washington Elementary.

1. The District shall compensate the affected classroom teacher(s) at the rate of \$12.00 per instructional day for each enrolled student assigned to their classroom in excess of 29, to a maximum of 31 students, for the 2009-2010 school year. It is further understood that one of the affected classrooms has an overload student assigned to the classroom who is not present, pending a determination of that student's placement. No payment or other remedy shall be available for that student unless and until that student physically commences attendance at Washington Elementary.
2. The District shall compensate special subjects teachers instructing the same overload student(s) with a stipend of \$200 per student to cover the entire 2009-2010 school year.
3. If at any time during the 2009-2010 school year, the enrollment in the classes of the affected teachers decreases to 29 or below, the District shall discontinue making the overload payments to the regular classroom teacher(s) and to the special subjects teachers. The stipend for special subjects teachers shall be pro-rated in that event.
4. Additionally, the District shall provide two (2) hours of paraprofessional time on each instructional day to the affected regular classroom teacher(s) with the class overload. The teacher shall select the time during the instructional day when the two (2) hours of paraprofessional time will be provided, which interval shall remain the same during the school year unless the teacher and building principal agree to modify the designation of time.
5. It is understood that the affected teacher(s) have accepted this overload and the terms of this Letter of Agreement on a voluntary basis.
6. The District and the Association also agree that the terms of this Letter of Agreement are specific to the overload circumstances in the 4th grade at Washington Elementary are not to be regarded as precedent setting or as establishing any employment conditions to be applied to circumstances other than the particular situation addressed here.
7. On or before December 1, 2009 the District and the Association shall establish a joint committee to examine the application of the District's attendance area policy to class sizes.
8. If an overload arises in any other class in the District during the 2009-2010 school year, the District, the Association and the affected teacher(s) will meet within ten (10) school days with the purpose of arriving at a resolution of the overload condition.

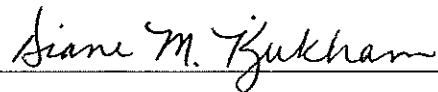
9. This Letter of Agreement shall become effective upon signature by authorized representatives of the District and the Association and shall expire on June 30, 2010.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

By: 

Its: BOARD PRESIDENT


Dated: November 30, 2009

By: 

Its: BOARD SECRETARY


Dated: November 30, 2009

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

By: 

Its: PRESIDENT

Dated: November 30, 2009

By: 

Its: PN TEAM

Dated: November 30, 2009

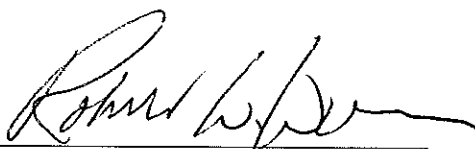
LETTER OF AGREEMENT
BETWEEN THE
CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION
AND THE
EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION, MEA/NEA

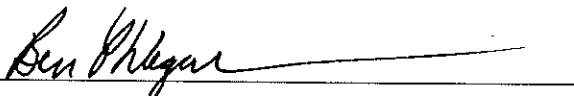
RE: TRANSITIONAL SERVICES STIPEND: 2009-2010

1. If a teacher is notified of layoff or involuntary reassignment and elects to resign and retire in lieu of layoff, he/she will be eligible to receive the stipend under Article 5 ¶ P if the resignation is submitted on or before June 1, 2010.
2. For purposes of this letter, "retire" shall mean being eligible for Michigan Public School Employees Retirement System retirement and making application to receive MPSERS benefits.
3. This Letter of Agreement expires on June 30, 2010.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

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

By: 

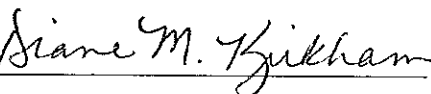
By: 

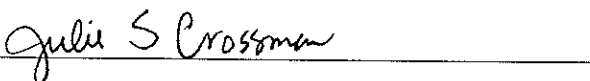
Its: BOARD PRESIDENT

Its: President

Dated: November 30, 2009

Dated: November 30, 2009

By: 

By: 

Its: Board Secretary

Its: PN team

Dated: November 30, 2009

Dated: November 30, 2009

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

Re: Youth Facility/Day Treatment/Jail Programs

The parties recognize that members of the Association's bargaining unit are assigned to instructional positions conducted off school premises to serve K-12 students in residential and other treatment programs. The Board and the Association further recognize and acknowledge that, given the unique purpose and characteristics of these off-site programs, that certain provisions of their collective bargaining agreement have not been historically applied to the hours and working conditions of Association bargaining unit members assigned to those programs.

By this Letter of Agreement, the parties intend to specifically recognize and acknowledge those provisions of their collective bargaining agreement which are either inapplicable to or which apply with modification to Association bargaining unit members assigned to the aforementioned programs.

Accordingly, the parties agree as follows:

1. The provisions of Article 11 ¶ A(1) indicating that teachers at the 9-12 level are entitled to a duty-free uninterrupted lunch period of not less than thirty-five (35) minutes is modified for the above programs to a lunch period of not less than thirty (30) minutes.
2. The provision of Article 11 ¶ A(3) pertaining to parent-teacher conferences are inapplicable to the foregoing programs. However, teachers assigned to those programs will confer as necessary with the staff of the host institutions with respect to the educational programming and services delivered to the K-12 students at those facilities.
3. The identification of the student day in Article 11 ¶ A(4) shall be inapplicable to the above programs. Instead, the student day for these programs shall be from 9:00 a.m. to 3:55 p.m., which times may be adjusted by up to ten (10) minutes so long as the aggregate length of the student day is not thereby increased.
4. The normal weekly teaching load specified in Article 12 ¶ A shall be inapplicable to the aforementioned programs. Instead, the weekly teaching load in those programs will not exceed 1625 minutes and will also include 225 minutes per week of preparation time.
5. The provisions of Article 18 ¶ J pertaining to the work schedule on Wednesdays shall be inapplicable to teachers in the aforementioned programs. The student and teacher work day in those programs, as specified above, shall be the same Monday through Friday. Teachers assigned to the aforementioned programs will be required to complete all amounts of professional development required of other K-12 teachers under the terms of the collective bargaining agreement. Those teachers shall attend District level professional development as designated on the calendar for other High

School teachers with the remainder of the professional development time (11 hours) to be scheduled at the program level.

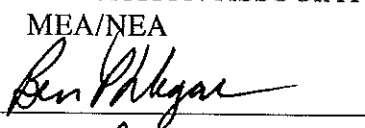
The Board and the Association agree to engage in continued communication over the application and implementation of their collective bargaining agreement to the teachers in the aforementioned programs.

This Letter of Agreement shall become effective upon its execution by authorized representatives of the Board and the Association and shall continue in effect until June 30, 2010.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

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

By: 

By: 

Its: BOARD PRESIDENT

Its: President

Dated: November 30, 2009

Dated: November 30, 2009