

Charlotte
66-67

CHARLOTTE EDUCATION ASSOCIATION

AGREEMENT

Charlotte
Bo. of Educ.

M.E.A.
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E. LAWS, MI.
48824

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CHARLOTTE EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this _____ day of _____, 1966 by and between the Board of Education of the Charlotte School District of Charlotte, Michigan, hereinafter called the "Board," and the Charlotte Education Association, 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 I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining and/or negotiating representative, as defined in Section 11 (eleven) of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the housebound or hospitalized, teachers of special education, attendance officers, social workers, cooperation education teachers, agriculture teachers, and any other position 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 supervisory and executive personnel. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting an issue or a grievance and having same adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, full-time teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association and the

Michigan Education Association (including the National Education Association if subscribed to) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all teachers and remitted to the Association.

D. 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 hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board 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 cover 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; 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 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 or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or

a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. Bulletin Boards and other established media of communication shall be made available to the Association and its members.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and the students, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the three-year term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of April of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined with regular teacher's assignments made on a 38-week basis (teachers on a 12-month assignment shall be made on a 48-week basis), during normal teaching hours. For extra work the teacher shall be entitled

to appropriate additional professional compensation, at his established professional hourly rate. The professional hourly rate of any teacher shall be determined by dividing his base salary as set forth in Schedule A, by 1300 hours. The teacher shall be paid his established hourly rate, in addition to his 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. and a voluntary club advisorship.

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

D. A teacher shall be released from regular duties without loss of salary at least two (2) days each year for the purpose of participating in the meetings of his Professional Association.

ARTICLE IV

Leave Pay

A. All teachers who are in the employ of the Board shall have leave pay.

B. Accumulation of Sick Leave

1. All accumulated sick leave is frozen if more than ten days.
2. A teacher is credited with ten (10) days of sick leave on the first day of his contract, but in no case may the total accumulated sick leave be more than 10 days except as in Item 1 above.

C. A teacher must use his sick leave before the insurance policy is effective.

D. Any teacher who is absent because of an injury or disease compensable under the Workmen's Compensation Law shall receive his full salary and return his compensation check to the district until his sick leave expires.

After that period he may keep both the compensation payments and insurance payments.

E. Leave pay will be granted for personal illness or injury, business, and other reasons listed in this contract, or for any other reason granted by the Superintendent.

ARTICLE V

Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IV shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Leaves of absence with pay chargeable against the teacher's sick leave shall be granted for the following reason: Personal illness or injury.

C. Leaves of absence with pay not chargeable against the teacher's sick leave shall be granted for the following reasons:

1. A maximum of five days per school year for a death in the immediate family
2. One day per year may be used for personal business provided arrangements are made for it in advance and that it is not the last day before a vacation or the first day after a vacation.
3. One additional day of leave per year will be granted to transact personal business which is of an urgent nature and cannot be transacted at another time, providing arrangements for such leave are made in advance with the supervisor or principal and approved by the Superintendent of Schools.
4. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance, if approved by his principal.
5. Absence when a teacher is called for jury duty. Any remuneration received for jury service shall be remitted to the Board.

6. 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
7. Approved visitation at other schools or for attending educational conferences or conventions, including Association meetings
8. Time necessary to take the selective service physical examination.

D. Leaves of absence without pay shall be granted upon application for the following purposes:

1. Study related to the teacher's licensed field
2. Study to meet eligibility requirements for a license other than that held by the teacher
3. Study, research, travel or special teaching assignment involving probable advantage to the school system

The regular salary increment occurring during such period shall be allowed.

E. A maternity leave shall be granted without pay, commencing not later than the end of the fifth month of pregnancy, except that when this date falls within one school month of the end of the semester. The teacher shall be entitled to return from such leave at any time within five years.

F. Leave of absence will be granted of up to two years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A of this agreement.

G. Military leaves 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.

Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

H. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.

I. Eligibility--A teacher shall have been satisfactorily employed for one year for health or maternity leaves and three years for other leaves.

J. Notice--Notice of intent to return or resign must be sent in writing to the Superintendent by contract time of the leave year.

ARTICLE VI

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement 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. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article III of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty 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 a majority of the Board of Education and by a majority of the membership of the Association, 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 negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

ARTICLE VII

Grievance Procedures

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects conditions or circumstances related to school operation.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean calendar days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify

himself and a substitute shall be named by the Association.

3. The building principal or the building principal and/or the Board's representative shall be the administrative representative when the particular grievance arises in that building.
4. The Board will designate its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal or with his immediate supervisor or principal and/or the Board's representative: individually, together with his Association Representative or through the Association Representative.

2. Level Two

(a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. The Association Representative will assist in writing the grievance.

(b) Within five (5) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notified the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the Board's representative. Within ten (10) days from receipt of the grievance by the Board's representative he shall render a decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the Board's representative, he may refer the

grievance through the PR & R Committee, to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance shall immediately be transmitted to the State Labor Mediation Board or to the MEA Board of Reference; either channel may be used at the discretion of the party transmitting the grievance.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One shall be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the superintendent and the PR & R Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

6. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.

ARTICLE VIII

Teaching Hours

A. The teacher's normal day shall be from 8:15 a.m. until 4:00 p.m. unless permission is granted by the principal to leave earlier.

B. All teachers shall be entitled to a duty-free uninterrupted noon hour.

C. Recess assignments for elementary teachers will be rotated, as is the present practice, so that each teacher will be provided with relief time.

ARTICLE IX

Teaching Loads and Assignments

A. (1) The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 unassigned preparation periods. (Based on the 55 minute period.)

Suggested schedule:

1st Period	8:30	-	9:25
2nd Period	9:30	-	10:25
3rd Period	10:30	-	11:25
Lunch	11:25	-	12:25
4th Period	12:25	-	1:20
5th Period	1:25	-	2:20
6th Period	2:25	-	3:20

(2) The normal weekly teaching load in the junior high school will be 25 teaching periods and 5 supervised study periods and 5 unassigned preparation periods. (Based on the 45 minute period.)

Suggested schedule:

1st Period 8:35 - 9:20
 2nd Period 9:25 - 10:10
 3rd Period 10:15 - 11:00
 4th Period 11:05 - 11:50
 Noon 11:50 - 12:50
 5th Period 12:50 - 1:35
 6th Period 1:40 - 2:25
 7th Period 2:30 - 3:15

(3) The normal weekly teaching load in the elementary schools will be equivalent to 30 teaching periods.

Suggested schedule:

Classes start 8:30
 Classes out 11:30
 Noon 11:30 - 12:40
 Classes start 12:40
 Classes out 3:15

Morning and afternoon recess periods and the kindergarten schedules to be set cooperatively by the teachers and by the principal, but in no event will the length of the day be increased from the above.

(4) Any departure from these norms, Article IX A., 1, 2, 3, will be negotiated.

(5) 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 VIII A.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the

secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st. Such changes will be voluntary to the extent possible.

ARTICLE X

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an educational program, the parties agree that class size should be lowered wherever possible and in the event the following maxima appears to be abused, the condition or conditions will be subject to negotiations:

- (1) Elementary school grades 30 pupils
- (2) The maximum number of pupils per day in the secondary schools shall be 150 per teacher except:
 - a. English shall be 125
 - b. Classrooms where student stations or physical facilities dictate a lesser number.
 - c. Music, physical education and typing where scheduling and its nature dictate a variable number.

B. 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.

C. 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 teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

D. Telephone facilities shall be made available to teachers for their reasonable use.

E. 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.

F. Parking facilities shall be made available to teachers for their exclusive use.

G. 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 any 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.

H. 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 or marital status or membership in or association with the activities of any employee organization. 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.

ARTICLE XI

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen days.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefor shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

ARTICLE XII

Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article XI.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE XIII

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure previously set forth.

ARTICLE XIV

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 warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

E. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises.

F. Any reasonable complaint by a parent of a student directed toward a teacher, shall be promptly called to the teacher's attention.

G. 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 gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XV

Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. 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.

C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

D. Teachers employed full-time by the school district shall be allowed to do work outside the school on Saturdays and after school, providing that such work does not interfere with their duties and efficiency in the school system.

E. At the age of 65 years, all teachers will retire unless an extension of time is offered by the Board.

F. All teachers shall have the results of their chest x-rays recorded with the Superintendent when they are hired or within one year after September 1, 1953, and within each two-year period after date. The Superintendent may request that any teacher have a physical examination when he feels the best interests of the staff and the students is jeopardized.

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 at the expense of the Board 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. Wednesdays after school are to be kept open by all teachers for school meetings. All meetings shall end by 4:30 p.m. The second Wednesday of every month will be reserved for professional (i.e. Association) meetings.

K. Letters of intent and Individual Contracts

1. The Superintendent shall distribute Letters of Intent 60 days prior to the end of the school year. The Letter of Intent shall contain three choices for this question:

Do you intend to remain in the Charlotte School System?

- a. Yes, I plan on teaching in the system.
- b. No, I plan on leaving the system.
- c. Undecided.

The Letters of Intent shall be signed and returned within one week.

2. Individual contracts shall be issued prior to the last week of school and may be returned any time prior to 60 days before September 1, of the ensuing school year or a written resignation must be submitted. Failure to do either shall be deemed to constitute employment under the continuing contract provisions of the Michigan Teacher Tenure Act: Act No. 4 of the Public Acts of the Extra Session of 1937, as amended.

L. Teachers of the Charlotte Schools shall become residents of the community. Upon signing in the system, a teacher shall make a reasonable effort to locate in the community.

ARTICLE XVI

Professional Growth

A. Each teacher in the school system must continue to grow professionally. In-service programs will be provided cooperatively by the administration, school board, and faculty. It is suggested that in-service courses be offered on school time for the year of 1966-67.

B. All teachers shall be expected to participate in a reasonable in-service program formulated with the cooperation of the school board, the administrators, and the teachers, unless excused for a period of time because of illness or some other unavoidable cause. Any determinations of failure to meet professional growth qualifications, as charged, shall be subject to review.

C. Professional growth shall be defined as professional or subject matter growth, and shall not be construed as to imply taking of any specified course or number of courses in any given period of time.

ARTICLE XVII

Professional Study Committees

A. There is hereby established a Professional Study Committee composed of four members, two members selected by the Board and two members selected by the Association. The Professional Study Committee shall investigate into ^{VARIOUS} ~~the following~~ matters and submit a written report and recommendations to the parties on or before November 1, of each year. Additional Professional Study Committees may be established as required.

B. The clerical expenses of such committee shall be borne by the Board. Representatives on such Committee shall be excused from the performance of other work, up to five hours per week, for the purpose of serving on such Committee.

ARTICLE XVIII

Duration of Agreement

This Agreement shall be effective as of _____ and shall continue in effect for three (3) years until the _____ day of _____, 19____. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

CHARLOTTE EDUCATION ASSOCIATION

By _____
Its President

By _____
Its Secretary

Approved as to
Form by Michigan
Education Association

Counsel

SCHEDULE A

Salaries and Fringe Benefits

I. The following shall be the schedule of basic teacher salaries:

A. Bachelor's Degree Schedule

<u>Experience</u>	<u>Index</u>	<u>Salary</u>
0	1.00	\$5400
1	1.05	5670
2	1.10	5940
3	1.15	6210
4	1.20	6480
5	1.25	6750
6	1.30	7020
7	1.35	7290
8	1.40	7560
9	1.45	7830
10	1.50	8100

B. Master's Degree--\$400 will be added to the schedule.

C. Second Master's Degree or Ph.D. in field of teaching will receive an additional \$400.

D. The sum of \$10 per semester hour, to a maximum of \$200 will be paid for advanced study leading to a Master's Degree or Doctorate Degree. This will become effective after the teacher has satisfied the 10-hour requirement for a permanent certificate.

E. Women who are heads of families with their children who are minor dependents and married men will have \$200 added to the base. This has been discontinued for new teachers beginning in 1965-66.

F. A State qualified Special Education teacher shall receive \$500 in addition.

G. Athletics:

1. Athletic Director -----10% of salary

2. Head Coach

a. Baseball ----- 6% of salary
 b. Basketball -----10% of salary
 c. Cross-Country ----- 3% of salary
 d. Football -----10% of salary
 e. Golf ----- 3% of salary
 f. Junior High Athletics -----10% of salary
 g. Tennis ----- 3% of salary
 h. Track ----- 6% of salary
 i. Wrestling ----- 8% of salary

3. Assistant Coach

a. Baseball ----- 3% of salary
 b. Basketball ----- 6% of salary
 c. Football ----- 6% of salary
 d. Junior High Athletics ----- 7% of salary
 e. Track ----- 3% of salary

H. Band ----- 8% of salary

I. Debating & Forensics ----- 6% of salary

J. Dramatics (2) ----- \$100 each

K. Vocal Music Directors ----- \$125 Elementary
 \$125 Secondary

L. Visual Aids ----- \$200 High School

II. Credit for experience outside the school system shall be evaluated by the Superintendent and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first five years of experience.

III. Increments become effective on September 1 or the beginning of each school year and advancement under the salary schedule shall be automatic as of September 1 (or the beginning date) or February 1 (second semester) following completion of academic or professional courses.

IV. Longevity (To be reviewed and/or negotiated in 1966-67.)

- V. Terminal Leave (To be reviewed and/or negotiated in 1966-67.)
- VI. Insurance Protection. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:
- A. Seven dollars per month toward Blue Cross or M.E.A. Insurance for all full-time teachers. The insurance will be available to all teachers at the beginning of the school year as a group under the payroll deduction plan where applicable.
- B. Sickness and accident insurance which is effective whenever the sick leave is exhausted and during vacation periods when the sick leave policy does not operate. This insurance also provides a \$5,000 accidental death life insurance.
- VII. Substitute Teachers (degree holding and certificated) shall receive \$18 per diem. For every day over 5 consecutive days they shall receive \$20 per diem.