

*Review  
the  
Bill*

7/1/68

*Charlotte*  
*(8)*

RECEIVED

NOV 30 1967

OFFICE OF  
PROFESSIONAL NEGOTIATIONS

OFFICE OF PROFESSIONAL NEGOTIATIONS  
Michigan Education Association

AGREEMENT

between the

CHARLOTTE EDUCATION ASSOCIATION

and the

CHARLOTTE BOARD OF EDUCATION

*Charlotte Board of Education*

# 2 - No  
4 - No  
5 - No

*DW: 7-1-68*

MEA  
1216 Kendale  
E. Lansing, MI  
48823

# TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
I.	Recognition - - - - -	1
II.	Administrative Rights - - - - -	2
III.	Teacher Rights - - - - -	2
IV.	Professional Compensation - - - - -	4
V.	Leave Pay - - - - -	5
VI.	Leaves of Absence - - - - -	5
VII.	Negotiation Procedures - - - - -	7
VIII.	Grievance Procedures - - - - -	8
IX.	Teaching Hours - - - - -	11
X.	Teaching Loads and Assignments- - - - -	11
XI.	Teaching Conditions - - - - -	12
XII.	Vacancies and Promotions - - - - -	13
XIII.	Transfers - - - - -	14
XIV.	Teacher Evaluation - - - - -	14
XV.	Protection of Teachers - - - - -	15
XVI.	Miscellaneous Provisions - - - - -	16
XVII.	Professional Improvement - - - - -	18
XVIII.	Professional Study Committees - - - - -	19
XIX.	Professional Behavior - - - - -	20
XX	Duration of Agreement - - - - -	21
	Schedule A - - - - -	22



AGREEMENT  
between  
CHARLOTTE EDUCATION ASSOCIATION  
and  
CHARLOTTE BOARD OF EDUCATION

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1967,  
by and between the Board of Education of the Charlotte School District of  
Charlotte, Michigan, hereinafter called the "Board", and the Charlotte Edu-  
cation 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 represen-  
tative of its teaching personnel with respect to hours, wages, terms, and con-  
ditions of employment, and

WHEREAS the parties, following extended and deliberate professional nego-  
tiations, 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 or probation, classroom teachers, contracted substitute teachers, guidance counselors, 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, cooperative 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.

C. Within thirty days of the beginning of their employment hereunder, full-time teachers may sign and deliver to the Board an individual authorization card for deduction of membership dues or assessments of the Association and the Michigan Education Association and the National Education Association upon such conditions as the Association shall establish. Such sum shall be deducted as dues in ten (10) payments from the regular salaries of all teachers in accordance with the M.E.A. continuing membership plan.



## ARTICLE II

### Administrative Rights

A. Subject to the provisions of this Agreement and Public Act 379 of the Public Acts of 1965, the School District reserves and retains full rights, authority, and discretion to control, supervise, and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

## ARTICLE III

### 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 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 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 activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or other wise with respect to any terms or conditions of employment, as defined by 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 State Labor Mediation Board, 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. Office mailboxes and bulletin boards in the teachers' lounges and workrooms shall be made available. The school mail service shall be made available to the Association.

E. 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 as long as it is consistent with the standards the teaching profession has set.

F. 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 IV

### 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 one-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, 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 teachers' 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 additional professional compensation at \$5.00 per hour. The teacher shall be paid his \$5.00 per hour 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., a voluntary club advisorship, and Parent-Teacher Conferences. Parent-Teacher Conferences shall be scheduled on school time. Teachers with an enrollment of 30 or more shall be granted, upon request, additional school time to adequately complete such conferences.

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 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 V

### 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 VI

### 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. Principal-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 certificated field.
2. Study to meet eligibility requirements for a certificate other than that held by the teacher.
3. Study, research, travel, or special teaching assignment involving probable advantage to the school system, as determined by the Board.

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 one year from the date the leave was granted.

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

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

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 June 30 of the leave year.

## ARTICLE VII

### 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. 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.

## ARTICLE VIII

### Grievance Procedures

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 the Ethics and Professional Problems Committee, the grievance affects a group of teachers, in which case the Ethics and Professional Problems Committee shall process the grievance at the appropriate level. In the event that any Association Representative or member of the Ethics and Professional Problems Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.

8. 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 solely 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 annexed Schedule signed by the grievant and a designated building representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor within two weeks of the grievance date. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

#### PROCEDURE LEVEL I

Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three school days of such a meeting, and shall furnish a copy thereof to the Association.



## PROCEDURE LEVEL II

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five school days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.

## PROCEDURE LEVEL III

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven school days thereafter. A copy of such disposition shall be furnished to the Association.

## PROCEDURE LEVEL IV

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the time stated above, the grievance shall immediately be transmitted to the State Labor Mediation Board or to the M.E.A. Board of Reference; either channel may be used at the discretion of the party transmitting the grievance.

D. 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 lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

E. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

## ARTICLE IX

### 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, except on Fridays and days preceding holidays when teachers may leave 15 minutes after school is dismissed. In the event teachers deviate from established hours, the Association encourages Principals to take positive action in eliminating any deviation.

B. All teachers shall be entitled to a duty-free uninterrupted noon hour, except that principals of the junior high and senior high buildings shall at their option assign a teacher to each floor on a rotating basis for noon-hour supervision, limited to five days per semester.

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 X

### 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.) There will be a ten-minute homeroom.

(2) The normal weekly teaching load in the junior high school will be 30 assigned teaching periods and 5 unassigned preparation periods. (Based on the 45-minute period.)

(3) The normal weekly teaching load in the elementary schools will be less than that of the high school due to the necessity of accommodating bus transportation. Morning and afternoon recess periods and the kindergarten schedules to be set cooperatively by the teacher and by the principal, but in no event will the length of the day be increased from the above.



(4) 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 IX-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 1. Such changes will be voluntary to the extent possible. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year unless emergency situations require same.

## ARTICLE XI

### Teaching Conditions

The Board and the Association 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. The Board pledges to continue to seek other reasonable and practical solutions to the problem. The Board further agrees to meet and consult with the Association during the opening weeks of the 1967-68 school year concerning further immediate relief from outsized classes and overcrowded conditions with the understanding that all reasonable means shall be implemented by the Board to secure this end.

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 moneys 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.

## ARTICLE XII

### Vacancies and Promotions

A. All vacancies shall be open and posted for at least six teaching days in each of the six major buildings (Galewood, Weymouth, Southridge, Washington, Junior High, and Senior High). Additional teachers that may be interested--contact your principal. Any teacher may apply for such vacancies.

B. Teachers who are interested in a change of position should advise their principals prior to the summer vacation.

C. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. Final selection will be the sole prerogative of the Board of Education.



## ARTICLE XIII

### 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. 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 XIV

### 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. The teacher shall receive a copy of the principal's evaluation.

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 XV

### 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 counselors, 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 to advise the teacher of his rights.

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

E. 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 to the extent of \$10.00 but not more than \$100.00, the Board shall make reimbursement. The Board may require subrogation, assign-



ment, and full cooperation by such teacher in seeking recovery from any party responsible for said loss.

F. Any reasonable complaint by a parent of a student directed toward a teacher, as determined by the supervisor, 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 XVI

### 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, but in all cases teachers must retire at the age of 70.

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 may request a letter of resignation from teachers who definitely plan on leaving the Charlotte system at the conclusion of the current school year, reading as follows:



"I, \_\_\_\_\_, resign my position  
as teacher in the Charlotte Public School system,  
effective at the end of the \_\_\_\_\_ school year.  
(signed) \_\_\_\_\_"

2. Individual contracts may 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 XVII

### Professional Improvement

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

B. All teachers shall be expected to participate in a reasonable in-service program formulated with the cooperation of the 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 improvement qualifications, as charged, shall be subject to review.

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

D. The parties support the principle 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 educational projects.

E. The Board may provide upon application the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. 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. 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 XVIII

##### Professional Study Committees

A. The Association offers its services in creating a committee to study curriculum or other areas of mutual interest.

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 for the purpose of serving on such Committee.



## ARTICLE XIX

### Professional Behavior

A. 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. 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 or 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 XX

Duration of Agreement

This Agreement shall be effective as of August 1, 1967  
and shall continue in effect for one (1) year until the 1st day of  
July, 1968. This Agreement shall not be extended orally and it is ex-  
pressly 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



## 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	\$5800
1	1.05	6090
2	1.10	6380
3	1.15	6670
4	1.20	6960
5	1.25	7250
6	1.305	7569
7	1.360	7888
8	1.415	8207
9	1.470	8526
10	1.525	8845

Parties hereto agree that the above salary for the school year 1967-68 shall be for 180 attendance days as designated in the appropriate Michigan statutes.

B. Master's Degree -- \$500 will be added to the schedule.

C. Second Master's Degree or Ph. D. in field of teaching will receive an additional \$500.

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 \$100 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. 50% of any unanticipated increase in State Aid received per child over amount received per child during school year 1966-67 will be considered in adjustment of teacher salaries. This shall be divided equally between teachers in a lump sum payment if it exceeds \$25 per teacher.

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:

1. Director ----- 8% of salary
2. Assistant Director ----- 5% 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 three years of experience. Credit can be allowed up to a maximum of seven years for prior service.

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. 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. \$10 per month toward Blue Cross or M.E.A. Insurance for all full-time teachers. Payroll deduction provided for only one insurance carrier.

B. Sickness and Accident Insurance:

Refer to scheduled coverage attached.

## LOSS OF TIME BENEFITS

	<u>Classification</u>	<u>Accident and Sickness Daily Benefit</u>	<u>Maximum No. of Days</u>
I	Employees employed on a 9-month year basis	75% of 1/180th of the insured person's annual salary	360
II	Employees employed on a 12-month year basis	75% of 1/240th of the insured person's annual salary	480

'Annual Salary' as used in the schedule shall mean the salary, computed on an annual basis, being received by an insured person from the Board of Education at the time a period of disability commences. Monthly benefits limited to \$1,000.

### Examples of Benefits

<u>Annual Earnings</u>	<u>1/180 of the Annual Salary</u>	<u>Per Diem Benefit</u>	<u>Weekly Benefit</u>
\$5,000	\$27.77	\$20.83	\$104.15
6,000	33.33	25.00	125.00
7,000	38.88	29.16	145.80
8,000	44.44	33.33	166.65
9,000	50.00	37.50	187.50
<u>Annual Earnings</u>	<u>1/240 of the Annual Salary</u>	<u>Per Diem Benefit</u>	<u>Weekly Benefit</u>
\$10,000	\$41.66	\$31.25	\$156.25
12,000	50.00	37.50	187.50
14,000	58.33	43.75	218.75

## ACCIDENTAL DEATH OR DISMEMBERMENT BENEFITS

Additional Benefits are payable if you sustain any of the losses listed below within 52 weeks after an accident.

For Loss of:

Life .....	\$5,000
Both Hands or Both Feet .....	5,000
Sight of Both Eyes .....	5,000
One Hand and One Foot .....	5,000
Either Hand or Foot and Sight of One Eye .....	5,000
A Hand, Foot or Sight of One Eye .....	2,500
Thumb or Index Finger .....	1,250

### NON-DISABLING INJURY - MEDICAL OR SURGICAL TREATMENT

If you have an accidental injury which does not prevent you from working, an indemnity amounting to as much as the loss of time benefit for one week is payable for the actual expenses incurred for medical or surgical treatment of the injury.

(Note: Benefits are not paid for self-inflicted injuries or suicide, whether sane or insane. Also, the accident must occur during the term of the policy.)