

Charlotte 8

6/30/71

1970-71

AGREEMENT

between the

CHARLOTTE EDUCATION ASSOCIATION

and the

CHARLOTTE BOARD OF EDUCATION

1970 - 1971

Charlotte Board of Education

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

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AGREEMENT
between
CHARLOTTE EDUCATION ASSOCIATION
AND
CHARLOTTE BOARD OF EDUCATION

This Agreement entered into this _____ day of _____, _____, 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 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 here-in-after 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.

ARTICLE II

AGENCY SHOP AND PAYROLL DEDUCTIONS

- A. All teachers as a condition of continued employment shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year, or
 2. Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Associations) within sixty days of the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of the current semester. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.
- B. The deduction of membership dues shall be made from the second pay check each month for ten (10) months beginning in September and ending in June of each year, and the Board agrees to promptly remit to the respective Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
- C. 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 plans or programs.

ARTICLE III

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.

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 or 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, except it is expressly understood that a teacher may not advance his own personal political or religious views in the classroom.

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.

G. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will consult with the Association prior to making any reductions. The highest level of training in major fields, grade levels, and seniority will be considered in determining reductions of personnel. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE V

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 the adopted calendar (teachers on a 12-month assignment shall be made on a 48-hour 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 one (1) day each year for the purpose of participating in the meeting of his Professional Association.

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. Claims must be filed within eight (8) days of the injury. Forms are available in the Superintendent's office.

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 VII

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 (5) days per school year for a death in the immediate family. Immediate family is defined as father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandmother, grandfather.

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 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.

- d. Should personal leave be used improperly, it will result in the loss of salary for the day or days in question. Unacceptable uses of personal leave are:

1. Recreational pursuits
2. Social functions
3. Other employment
4. Seeking new employment
5. Marriage
6. Child Care

e. To avoid unanticipated loss of wages, it is advised that teacher consult with their Principals and/or the C.E.A. President regarding the propriety of their leave prior to its use. Personal business days are not to be used the last day before a vacation or the first day after a vacation.

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. Principal-approved visitation at other schools or for attending educational conferences or conventions, including Association meetings. On Association meeting or conference days not approved by the Principal, the cost of a substitute shall be paid by the C.E.A.

7. Time necessary to take the selective service physical examination.

3. The Board agrees to provide release time to C.E.A. equivalent of 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.

D. Leaves of absence up to a maximum of two years, 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 or degree other than that held by the teacher.

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

E. A maternity leave of eighteen months 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 within 18 months from the date the leave was granted. The teacher shall be reemployed at the beginning

of the first regular semester. Upon sixty (60) day notice of her intent and submission of a favorable medical report from a qualified physician.

F. Leave of absence will be granted of 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.

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 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 (1) year for health or maternity leaves and three (3) 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.

K. SABBATICAL LEAVE - Teachers who have been employed for seven (7) years in the Charlotte School District 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 be paid one-half ($\frac{1}{2}$) his full annual salary.

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.

The teacher shall sign an agreement to return to service with the Charlotte School District upon termination of the Sabbatical leave, or refund any compensation received from the Charlotte School District while on leave except as the Board shall, by special action, waive such obligation.

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 per cent of the total certified staff shall be on leave at the same time.

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.

ARTICLE VIII

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 IV of this agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this Agreement, the parties will like wise 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 IX

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 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 Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.

3. 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 Association Representative, 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 (2)

weeks of the grievance date. If the grievance involves more than one school building, or a contractual problem, it may be filed directly with the Superintendent.

Definition Building Representative -- the selected representative for all buildings having more than 10 (ten) teachers, or chosen representative in cases of buildings with less than ten (10) teachers.

PROCEDURE LEVEL I

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

1. Association Secretary
2. Ethics and Professional Problems Committee chairman
3. Grievant

PROCEDURE LEVEL II

If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within three (3) school days of the meeting held in Procedure Level One (or six (6) school days from the date of initial filing, whichever shall be later), the grievance shall be transmitted to the Superintendent or his designee, who shall meet with the Association representative on the disposition of the grievance within six (6) school days after the receipt of the grievance. The Superintendent or his designee shall indicate his disposition of the grievance in writing within three (3) school days of such meeting and shall furnish a copy thereof to the Association secretary, grievant and the Ethics and Professional Problems Committee chairman.

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 (3) school days of such meeting (or six (6) 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 (7) school days thereafter. A copy of such disposition shall be furnished to the Association Secretary, grievant, and Ethics and Professional Problems Committee chairman.

PROCEDURE LEVEL IV

If, at this point, the grievance has not been satisfactorily settled, the Association shall have the right to submit such grievance to Arbitration by the American Arbitration Association in accordance with their rules, then obtaining, providing such submission is made within fifteen (15) calendar days after receipt by the Association of the Board of Education's answer. If the grievance has not been submitted to arbitration within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change, or modify any provisions of this agreement but shall be limited solely to the interpretation and application of the provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitration and the American Arbitration Association shall be shared equally by the Board of Education and the Association.

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 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 time limits may be changed by mutual written agreement of the parties. A grievance filed after school is dismissed for the summer shall be termed a summer time grievance. During this time the term "days" as used in Procedure Level I, II, III and IV shall mean calendar days.

ARTICLE X

TEACHING HOURS

A. The teacher's normal day shall be from 8:15 A.M. until 3:25 P.M. unless permission is granted by the principal to leave earlier, except on Fridays and days preceeding 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 lunch period. The lunch period will be: elementary - 1 hour; Junior High - 40 minutes; High School 40 minutes.

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 XI

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 X-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. If an involuntary change in assignment is required between July 1 and August 15, a teacher may choose to exercise his right to resign without prejudice rather than fulfill his obligation.

D. DEPARTMENT CHAIRMEN

1. Any school department may have a department chairman who shall be appointed by the principal and approved by the Board. It is understood

the department chairmen are primarily classroom teachers but are given the additional task of assisting other teachers. At no time are department chairmen considered supervisory personnel nor appointed without compensation.

2. Each department chairman will be appointed for a term not to exceed two years. At this time his or her appointment may be renewed for another two years or a new department chairman will be appointed.

3. The duties of department chairmen shall be outlined by the administration.

ARTICLE XII

SPECIAL AND STUDENT TEACHING ASSIGNMENTS

A. Assignment for the Community Education, 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 A.

B. Supervisory teachers of student teachers shall be tenure teachers possessing minimum of a Bachelor's Degree in academic preparation who voluntarily accept the assignment.

C. The C.E.A. agrees to accept student teachers as honorary members and include them in appropriate meetings and activities of the C.E.A.

D. Recognizing the joint effort of Administration and Teachers in providing student teaching experience, money received by the Charlotte School District shall be administered jointly by a committee composed of Administrators and teachers. The Superintendent shall appoint his representative (s) and the C.E.A. 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.

E. The Board shall notify the C.E.A. of money received from the placing college or university and note the balance of money contained in the account.

ARTICLE XIII

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 during the 1970-71 school year.

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 29
Grades 3-5 -----	maximum 31

If the aforementioned class sizes are exceeded, a teacher's aide shall be employed for a minimum of two hours per day in the classroom where the overload exists.

Grades K-2 -----	33 maximum with aide
Grades 3-5 -----	35 maximum with aide

C. 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.

D. 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.

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

F. 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 XIV

VACANCIES AND PROMOTIONS

A. All vacancies shall be open and posted for at least six (6) teaching days in each of the six (6) 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 XV

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 XVI

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. Probationary teachers must be observed at least twice per year for 15 consecutive minutes and a written evaluation must be given all probationary teachers by the end of the first semester and 75 days before the end of the school year.

Tenure teachers must be observed at least once every two (2) years.

Written observations of classroom performance must be discussed with the teacher within ten (10) days of each observation. The teacher shall receive a copy of the principal's observation report and evaluation. In the event that the teacher feels his observation report or evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the observation report or evaluation report to be placed in his personnel file. All evaluations shall be based upon valid criteria for evaluating professional performance as jointly determined by the Board and the Association. The current evaluation form being used shall be revised by a committee of principals and C.E.A. members.

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 XVII

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 teachers 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 XVIII

MISCELLANEOUS PROVISIONS

A. The Board agrees at all times to maintain as 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. Substitute teachers shall not receive less than \$24 per day.

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 and annually thereafter. The school Board will attempt to schedule the mobile x-ray unit in Charlotte for this purpose. The Superintendent may request that any teacher have a physical or mental examination when he feels the best interests of the staff and the student is

jeopardized. The cost of the physical or mental examination shall be paid by the Board of Education.

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 4:15 p.m. The second Wednesday of every month will be reserved for professional (i. e. Association) meetings. The third Wednesday of every month will be reserved for In-Service meetings. The In-Service meetings will begin at 2:15 p.m. and end at 4:15 p.m. The first Tuesday of every month is to be reserved for C.E.A. Executive Board meetings.

K. 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.

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.

ARTICLE XIX

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 inservice 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 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 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 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.

- G. 1. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate.
2. The employment of teachers by individual contracts based on special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which they endeavored to fill the position with a fully certificated person.
3. No substitute teacher shall be employed by the Board for more than 90 days per school year, who possesses less than a provisional or permanent certificate.
4. Teachers shall not be assigned outside the scope of their teaching certificates except temporarily and for good cause, and the C.E.A. shall be so notified in each instance, along with a written statement of reasons for such misassignment.

ARTICLE XX

PROFESSIONAL EXPERIENCE

- A. One year of full-time teaching-----1 year
- B. One semester of full-time teaching----- $\frac{1}{2}$ year
- C. One semester of teaching at least $\frac{1}{2}$ the number of periods in a day -----
 $\frac{1}{2}$ credit.
- D. Two semesters of teaching more than one-half the number of periods in
a day-----1 credit.
- E. New teacher entering the profession after a number of years in business
or industry with no previous teaching experience. This teacher shall start at
the base salary depending upon degree(s) held. After the first year of employ-
ment he shall move UP the salary schedule from 1 to 5 steps based on evaluation
of his teaching performance as determined by the Administration.
- F. One year of study at a university while on a sabbatical leave or
educational leave. The regular salary increment occurring during such period
shall be allowed.
- G. Substitute teaching before signing a regular contract in the Charlotte
School District. If teaching time equals 54 or more full days taught, the teacher
shall be granted $\frac{1}{2}$ year experience on the salary schedule. If time equals 108
or more full days taught, within one school year, the teacher shall be granted
one (1) year experience on the salary schedule.
- H. Pregnancy leave. The teacher shall return at the step reached before
the leave began. (No increment while on leave.)
- I. Any former teacher of the Charlotte School District 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 salary was based when he
left the school district. Proper credit will be given for professional advance-
ment should the teacher have advanced to a higher academic degree level since
leaving the school district.

J. Vocational experience. Outside work experience approved by the State Department of Vocational Education as acceptable for vocational certification shall be credited at the rate of $\frac{1}{2}$ increment for each year of approved experience to a maximum of two (2) increments.

ARTICLE XXI

CURRICULUM COUNCIL

A. A Curriculum Council of 18 members shall be formed, consisting of equal representation between faculty and administration. The Council shall be chaired by a person appointed by the Board of Education as Curriculum Director.

B. The clerical expenses of such committee shall be born by the Board of Education. Representatives on such Council shall be excused from the performance of other work for the purpose of serving on such Council.

C. Charlotte Curriculum Council shall function within the framework of the Curriculum Council Guidelines of 1969-70, subject to annual review by the Curriculum Council.

ARTICLE XXII

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 XXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1970, and shall continue in effect until the 30th day of June, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

CHARLOTTE EDUCATION ASSOCIATION

CHARLOTTE BOARD OF EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

By _____
Chairman, Negotiation Committee

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

Date this _____ day of _____, 1970

SCHEDULE A

SALARIES AND FRINGE BENEFITS

A. Step

1	\$ 7,600	\$ 7,828	\$ 8,056	\$ 8,284
2	8,040	8,281	8,522	8,763
3	8,480	8,734	8,988	9,242
4	8,920	9,187	9,454	9,721
5	9,360	9,640	9,920	10,200
6	9,800	10,093	10,386	10,679
7	10,240	10,546	10,852	11,158
8	10,680	10,999	11,318	11,637
9	11,120	11,452	11,784	12,116
10	11,560	11,905	12,250	12,595
11	12,000	12,358	12,716	13,074

Index = .0579

B.A. = base

B.A. + 15 semester hours = 1.03 of base

M.A. = 1.06 of base

M.A. + 15 semester hours = 1.09 of base

- B. \$20 per semester hour to a maximum of \$500 to be paid for advanced study leading to Masters, Specialists, or Doctors degree. This will become effective after the teacher has satisfied the 10-hour requirement for permanent certification. Benefits earned under this item are payable in September of the following year and will apply to all hours earned while under contract in Charlotte since September 1, 1969. Benefits payable to teachers currently under contract.
- C. A state-qualified Special Education teacher shall receive \$500 in addition.
- D. Extra Duty Pay ----- Percentage of Base Salary

Athletics:

Athletic Director ----- 10%

Baseball Head Coach ----- 7%

J. V. Coach ----- 4%

Basketball Head Coach ----- 10%

J. V. Coach ----- 6%

Freshman Coach ----- 6%

Cheerleading ----- 4%

Football Varsity Coach ----- 10%

Ass't. Varsity Coach ----- 6%

Head J.V. Coach ----- 6%

Ass't. J.V. Coach ----- 6%

Head Freshman Coach ----- 6%

Ass't. Freshman Coach ----- 6%

Junior High Athletics		
Head Football Coach -----		6%
Ass't. Football Coach -----		3%
Head Basketball Coach -----		6%
Ass't. Basketball Coach -----		3%
Spring Sports -----		3%
Golf Coach -----		5%
Tennis Coach -----		5%
Track	Head Coach -----	7%
	Assistant Coach -----	4%
Wrestling	Head Coach -----	10%
	Assistant Coach -----	6%

(High School Coaches should be assigned to no more than two (2) coaching assignments except in emergency situations as determined by Board of Education.)

Band -----	Director -----	10%
	Assistant Director -----	6%
Debate -----		3% if after school
Department Heads -----		4%
Dramatics (each of two productions) -----		3%
Driver Education ---	Instructor -----	\$5.50 per hour
	Director -----	\$6.00 per hour
	(effective July 1, 1970)	
Forensics -----		3% if after school
G.A.A. -----		4%
Visual Aids -----		3%
Class Advisors:	Senior Class -----	3%
	Junior Class -----	3%
	Sophomore Class -----	1%
	Freshman Class -----	1%
E.	Summer School Teacher -----	\$6.00 per hour
	Adult Education Teacher (certified) -----	\$5.50 per hour

II. 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.

III. Teacher salaries shall be divided into 26 pay periods, every other Friday, starting September 18, 1970. Any teacher has the option of requesting the balance of contract on last pay period in June.

IV. Insurance Protection

- A. M.E.A. Super-Med Health Care Protection for a 12-month period for each member of the bargaining unit and his eligible dependents will be paid by Board of Education. The Board shall not be required to provide duplication of coverage.
- B. Sickness & Accident Insurance: Michigan Life Insurance coverage the same as 1969-70.
- C. Survivors' Benefits: If a teacher should die, his/her beneficiary would receive either (a) \$100 per month (spouse only) to age 62 for female or 65 for male, or until remarriage; (b) \$150 per month for spouse and dependent children; or (c) \$50 per month for surviving children only.
- D. Long-Term Disability: The Board shall provide without cost to the teacher Long-Term Disability insurance. Coverage shall include benefits payable upon the 365th calendar day of disability at \$200 monthly up to a maximum period of five years but not beyond the participant's 65th birthday.

ARTICLE XXIV

SCHOOL CALENDAR FOR 1970-1971

August 31, Sept. 1	Pre-school Conference (new teachers)
Sept. 2	Pre-school Conference (all teachers)
Sept. 14	First Day for Students (all day)
Nov. 26-27	Thanksgiving Vacation
Dec. 24 thru Jan. 3 (starts Dec. 23 at 3:30 p.m.)	Christmas Vacation
Jan. 4	School reconvenes
Jan. 22	End First Semester - Last Day
Jan. 25	Second semester begins
April 5 thru April 9	Spring vacation
April 12	School reconvenes
May 31	Memorial day
June 11	Last day for students

180 membership days

181 work days for former teachers in Charlotte

183 work days for teachers new to Charlotte

(comparable dates for Parent-Teacher Conferences and released time each month for In-Service meetings will need to be incorporated into the calendar)

ARTICLE XXIV

SCHOOL CALENDAR FOR 1970-1971

August 31, Sept. 1 -----Pre-School Conference (new teachers)
 Sept. 2 -----Pre-School Conference (all teachers)
 Sept. 3 -----First Day for Students (all day)
 Sept. 7 -----Labor Day
 Nov. 26-27 -----Thanksgiving Vacation
 Dec. 21 thru Jan. 3 -----Christmas Vacation
 (starts Dec. 18 at 3:30 p.m.)
 Jan. 4 -----School reconvenes
 Jan. 22 ----- End First Semester - Records Day
 (no students)
 Jan. 25 ----- Second Semester begins
 Feb. 12 ----- In-Service Day
 April 5 thru April 9 ----- Spring Vacation
 April 12 ----- School reconvenes
 May 31 ----- Memorial Day
 June 10 ----- Last Day for Students
 June 11 ----- Records Day for Teachers

130 membership days

184 work days for former teachers in Charlotte

186 work days for teachers new to Charlotte

(comparable dates for Parent-Teacher Conferences and released time each month for In-Service meetings will need to be incorporated into the calendar)

ARTICLE XXV

OUTSIDE TEACHING EXPERIENCE

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 four years of experience. Credit can be allowed up to a maximum of ten (10) years of prior service.



A GROUP
INSURANCE
PLAN

ACCIDENTAL DEATH OR DISMEMBERMENT BENEFITS

The following benefits are payable if you sustain any of the losses listed below within 52 weeks after an accident in addition to the Weekly Benefits for loss of time:

For Loss of:

Life	\$ 5,000.00
Both Hands or Both Feet	\$ 5,000.00
Sight of Both Eyes	\$ 5,000.00
One Hand One Foot	\$ 5,000.00
Either Hand or Foot and Sight of One Eye	\$ 5,000.00
A Hand, Foot, or Sight of One Eye	\$ 2,500.00
Thumb or Index Finger	\$ 1,250.00

LOSS OF TIME BENEFITS

The Weekly Benefit is 75% of your annual contractual salary, determined as of the beginning of the school year, divided by 52.

Weekly Benefits are payable for as long as 52 weeks if accident or sickness, commencing during the term of the policy, prevents you from performing your usual work. If after 52 weeks you are totally disabled and house confined, one-half of your Weekly Benefit is payable for as long as 52 additional weeks.

Accident and Sickenss Benefits both commence at the same time the date on which the individual has exhausted his accrued sick leave.

The Employee, during any period of disability or confinement, must be under the care of a legally qualified physician. House confinement is required during all school vacation periods for disabilities resulting from sickness or disease.



For a complete description

N TEACHERS
at and Sickness Program
For
PUBLIC SCHOOLS

During a vacation period, the Weekly Benefit starts IMMEDIATELY but there is a requirement that you be home (or hospital) confined during vacation periods to be eligible for benefits.

In the event you are disabled during a vacation period and remain disabled when the vacation period ends, this insurance benefit would then be deferred until your sick leave was used up after which it would be reinstated and continue.

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.

MATERNITY BENEFITS

A specific Weekly Benefit of \$25.00 is payable for disability caused by pregnancy, but is limited to two weeks in any consecutive twelve month period.

WAIVER OF PREMIUM BENEFIT

If, prior to age sixty, an insured becomes totally and permanently disabled and such disability continues at least six consecutive months, premium payments will cease at the end of such period.

of all the benefits — please read your certificate.



HOME OFFICE ROYAL OAK, MICHIGAN

MICHIGAN LIFE INSURANCE COMPANY