

6/30/97

AGREEMENT

between

EATON COUNTY EDUCATION ASSOCIATION

CHARLOTTE EDUCATION ASSOCIATION

and

CHARLOTTE BOARD OF EDUCATION

CHARLOTTE PUBLIC SCHOOLS

Charlotte, Michigan

July 1, 1994 - June 30, 1997

*Charlotte Public Schools*

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AGREEMENT

between

EATON COUNTY EDUCATION ASSOCIATION

and

CHARLOTTE BOARD OF EDUCATION

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

WITNESSETH

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

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

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

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

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

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining and/or negotiating representative, as defined in Act 379, Public Acts of 1965 as amended, for all certified professional personnel under contract of tenure or probationary status on a full or regular part-time basis or on leave. The bargaining unit shall include classroom teachers, contracted substitute teachers, guidance counselors,

librarians, speech and hearing therapists, nurses, psychologists, visiting teachers, advising or critic teachers, teachers of the homebound or hospitalized, teachers of special education, attendance officers, social workers, cooperative education teachers, agricultural teachers, department chairpersons, and any other positions requiring degree-holding and certificated personnel, employed or to be employed by the Board whether or not assigned to a public school building, but excluding aides, community school program personnel (basic education program, recreation, high school completion, adult enrichment, etc.), substitute teachers, and supervisory and executive personnel within the meaning of PERA. Both parties shall agree in advance as to whether newly created positions are within the bargaining unit.

- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Eaton County Education Association-MEA-NEA for the duration of this Agreement.
- C. The terms "teacher/employee" when used hereinafter in this Agreement shall refer to all bargaining unit members represented by the Association and employed by the Board.
- D. The term "Board" shall include its officers and other elected members acting at a properly called Board meeting. The Board appoints the Superintendent to serve as its executive officer.
- E. All generic references to male employees shall include female employees.

## ARTICLE 2

### AGENCY SHOP AND PAYROLL DEDUCTIONS

- A. In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
  - 1. Association Members Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
  - 2. Service Fee Payers Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political - Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative, judicial and contractual procedures shall be barred.



- B. In the event the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below:
1. The procedure in all cases of non-payment of the Service Fee shall be as follows:
    - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
    - b. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph a. above.
    - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the Service Fee to the Association or authorized payroll deduction for same.
- C. Payroll deduction - Upon written authorization by a bargaining unit member or pursuant to paragraph B, the Board will deduct the specified amount of the dues or Service Fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member of the completion of due process procedures in paragraph B above and continuing through the last pay period in June of each year. Moneys so deducted accompanied by a list of teachers from whom the deductions have been made will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.
- D. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this

Article relating to the payment or non-payment of the representation fee by non-members shall be activated within thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- E. The Association will certify at least annually to the District, the amount of said professional fees and the amount of service fees to be deducted by the District, and that said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

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

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

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

- F. Save Harmless Clause - In the event of legal action against the Board (including each Board member, administrator or other District employee) brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

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

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

### ARTICLE 3

#### ADMINISTRATIVE RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation except as expressly provided in this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the right:
  1. To the executive management and administrative control of the school system and its properties and facilities, and

the professional activities of its employees

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal, or demotion; and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; and
5. To determine class schedules, hours of instruction, duties, responsibilities, assignments, and the terms and conditions of employment of teachers and other employees with respect to administrative and non-teaching activities.

#### ARTICLE 4

##### ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under 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 otherwise with respect to any terms of conditions of employment, as defined by the Master Agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided elsewhere.



- C. The Board specifically recognizes the right of its teachers appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.
- D. The Association and its members have the right to use building facilities for meetings at such hours that do not interfere with the regular program of the school or any other activities that had previously been scheduled and approved by the Board or its representatives.
- E. Office mail boxes and bulletin boards in the teachers' lounges and workrooms shall be made available. This shall not be interpreted to require the District to process any such mail through the District's internal mail system. If the District refuses to process mail under this provision, it shall return the mail to the sending party.
- F. Duly authorized representatives of the Association shall be permitted to transact Association business on school property at all reasonable times provided such does not interfere with or interrupt normal school operations.
- G. The Board agrees to honor reasonable requests for available information concerning the financial resources of the District, agendas and minutes of all school board meetings, and such other information which may be necessary for the Association to bargain collectively and to process any grievances.
- H. The Association shall be duly advised by the Board of fiscal, budgetary, and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- I. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject to accepted standards of professional responsibility.
- J. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities.
- K. All confidential communications obtained by a teacher in the course of his professional duties with students shall be disclosed only as authorized by law.
- L. Notwithstanding their employment, teachers shall be entitled

to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board as long as it does not adversely impact the teacher's job performance or the educational process. It is expressly understood that a teacher may not advance his own personal political or religious views in the classroom.

- M. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital, or parental status, or membership in or association with the activities of any employee organization.

#### ARTICLE 5

##### PROFESSIONAL COMPENSATION

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

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

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

- e. Twenty-five (25) clock hours of teacher training time [thirty (30) clock hours for teachers hired on or after 9/1/95] will be equated to one (1) semester hour of college credit for purposes of movement to the MA+30 column from the MA+15 column only. This conversion shall be applicable if all the following criteria are met:
  - 1. The training time and content are approved in advance by the Superintendent or designee using the criteria specified in 5 a, b, and d above.
  - 2. The training time occurs entirely outside of the teacher work day. Provided, that this requirement shall be waived if the teacher reimburses the District for substitute costs incurred due to the teacher's attendance at training for which credit hours will be granted.
  - 3. The District is not responsible for payment/reimbursement of tuition or enrollment costs.
  - 4. The hours are completed on or after September 1, 1994.

B. A maximum of \$70 per semester hour shall be paid as

reimbursement for eligible course work, under the standards described in this paragraph.

1. Teachers shall not be eligible for reimbursement until such time as they have satisfied the then-current hour requirement for continuing certification.
2. In the event the building principal and CEA building representative conclude that a teacher should be reimbursed all or part of any tuition costs, up to the maximum amount specified in paragraph B above, a recommendation to that effect shall be submitted to the Superintendent or his/her designee for approval or disapproval.
3. It is understood that any tuition reimbursement under this Agreement will only be made for courses which:
  - a. Maintain or improve skills required in the teacher's employment, or
  - b. Meet the requirements (beyond continuing certification) imposed by statute, administrative regulation and this contract for teacher's retention in his/her established employment relationship and status with Charlotte Public Schools.
4. If the course work for which reimbursement is sought is part of an advanced study program leading to a Master's, Specialist or Doctor's Degree and otherwise satisfies all of the other eligibility standards in this Article, prior approval of the course work by the Superintendent or his/her designee shall not be required.
5. If the course work for which reimbursement is sought is not undertaken in connection with an advanced study program leading to a Master's, Specialist or Doctor's Degree but otherwise satisfies all other eligibility standards in this Article, prior approval of the course work by the Superintendent or his/her designee shall be required. The decision to approve or disapprove the request for reimbursement shall take into consideration: the academic level of the course work; the relationship of the course to the teacher's current assignment and school curricular needs; the teacher's prior academic training and teaching experience.
6. Teachers who are eligible for tuition reimbursement shall submit the request by October 15 or April 1 immediately ensuing completion of the course for which tuition reimbursement is sought. The school will then have



thirty (30) days to process the request. Reimbursement shall not be made in the event of untimely application by a teacher.

7. Tuition reimbursement is payable only to teachers who satisfy the eligibility standards of this section and who are currently under contract with Charlotte Public Schools.
  8. Tuition reimbursement shall be reduced by any amounts the District has paid for seminar or in-service enrollment fees on behalf of the teacher where the teacher seeks to convert those hours to academic credit.
- C. Credit for experience outside the school system shall be evaluated by the Superintendent at the time of hire. Credit may be allowed for up to ten (10) years of satisfactory teaching or other job-related experience.
- D. Credit for experience within the District shall be granted in accordance with the following:
1. For each year of full time teaching experience, an employee shall be credited with an advancement of one (1) step on the schedule.
  2. For each semester of full time teaching experience, an employee shall be credited with an advancement of one-half (1/2) step on the schedule.
  3. For each semester of teaching one-half (1/2) or more the number of periods in a day, an employee shall be credited with an advancement of one-half (1/2) step on the schedule.
  4. For each two (2) semesters of teaching more than one-half (1/2) or more the number of periods in a day, an employee shall be credited with an advancement of one (1) step on the schedule.
  5. For a teacher who completes sixty (60) days within a semester, he/she will be credited with one (1) semester of credit on the salary schedule.
  6. For a teacher who completes one hundred twenty (120) days within a year (as defined by the approved school calendar), he/she will be credited with one (1) year of credit on the salary schedule.
- E. A new teacher entering the profession after a number of years in business or industry with no previous teaching experience shall start at the base salary depending upon degree(s) held.

After the first year of employment he/she shall move up the salary schedule from one (1) to five (5) steps, based on evaluation of his/her teaching performance as determined by the administration. Advancement on the salary schedule, however, shall not exceed the number of years in teaching combined with business or industry service experience.

- F. The regular salary increment occurring during one (1) year of study at a university while on a sabbatical or an educational leave shall be credited to the teacher upon his/her return.
- G. Credit will be given for substitute teaching in the Charlotte Public Schools only, according to the following:
  - 1. If teaching time equals sixty (60) or more full days taught within one (1) school year, the teacher shall be granted one-half (1/2) year experience on the salary schedule.
  - 2. If teaching time equals one hundred twenty (120) or more full days taught within one (1) school year, the teacher shall be granted one (1) year experience on the salary schedule.
- H. Any former teacher of the Charlotte Public Schools who is re-employed, within a period not exceeding five (5) years shall be placed on the salary schedule at the next step above the one on which his/her salary was based when he/she left the school district. Previous years of service will not be lost for purposes of determining eligibility for longevity pay, provided the above condition is satisfied. Proper credit will be given for professional advancement should the teacher have advanced to a higher academic degree level since leaving the school district. Credit will not be given for less than one-half (1/2) year teaching experience.
- I. Vocational outside work experience approved by the State Department of Vocational Education as acceptable for vocational certification may, at the discretion of the Superintendent, be credited at the rate of one-half (1/2) increment for each year of approved experience to a maximum of ten (10) increments. Any part-time vocationally reimbursable assignments will receive partial increment. No increments will be allowed for vocational service above the maximum steps of the five (5) educational classifications on the salary schedule. Vocational increments will not be granted to those teachers who choose to no longer teach in a vocational area.
- J. Extra-duty pay shall be the percentage of base pay corresponding to the position as listed in Article 26, Schedule "B" which is attached to and incorporated in this Agreement.

1. Seasonal extra-duty contract salaries will be paid, according to the choice of the teacher involved, either in one payment at the conclusion of the appropriate season, or in two payments, the first at approximately the middle of the season and the second at the conclusion of the season.
  2. All other extra-duty contract salaries will be paid according to the choice of the teacher involved, either in one payment at the end of the year or commencing with the contract.
- K. For extra work the teacher shall be entitled to additional professional compensation. The teacher shall be paid the hourly stipend specified in Schedule B in addition to his/her base salary for all time spent after the regular school day at any parent or student activity or attendance at any educational or civic functions where attendance is not voluntary but required, except attendance at P.T.A., a voluntary club advisorship, open houses, and parent conferences. It is further recognized that the District may request that teachers be compensated for extra work outside of school hours at other than the hourly stipend in Schedule B for the performance of special projects in connection with grants or other programs. The Association shall be notified of the contemplated level of compensation in such instances and final approval shall be subject to mutual agreement of the Association and the Board.
- L. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board of participating in any professional grievance negotiation shall be released from regular duties without loss of salary.
- M. Employees required to use personal automobiles for school-related business shall be reimbursed at the rate as approved by the Internal Revenue Service.
- N. When a teacher begins his/her second year on Step 13 of the salary schedule he/she shall receive, each year, a longevity salary payment which shall be a factor of 2.0% of Step 13. After eighteen (18) years of professional service with the District, the teacher shall instead, each year, receive a longevity payment which shall be a factor of 4.5% of Step 13.
1. Longevity pay will begin at the time the required years of professional service are reached by a particular employee.
  2. When longevity starts other than at the beginning of the school year, it will be pro-rated to the number of work days remaining in the school year.

3. Layoff time will not count toward eligible service for longevity pay.
4. Leaves which will count toward years of service for longevity eligibility are:
  - a. Personal illness-disability (including maternity). A maximum of one (1) year's leave may be counted, except that if the teacher was granted one (1) or more year(s) of this leave prior to July 1, 1991, all such prior year(s) shall be eligible. In that event, the teacher shall not be permitted to count as eligible years any leave time for this purpose taken subsequent to July 1, 1991.)
  - b. Study.
  - c. Sabbatical.
  - d. Peace Corps.
  - e. Child care. (a maximum of one (1) year's leave may be counted, except that if the teacher was granted one (1) or more year(s) of this leave prior to July 1, 1991, all such prior year(s) shall be eligible. In that event, the teacher shall not be permitted to count as eligible years any leave time for this purpose taken subsequent to July 1, 1991.)
5. Unpaid leaves not referenced in subparagraph (4) immediately above shall not be counted for longevity eligibility purposes.
6. Part-time employment will count if enough to count for an increment.
7. Substitute service will count if eligible for an increment under the standards specified in paragraph G of this Article.
0. In lieu of receiving a longevity payment under paragraph 0 above, after eighteen (18) years of professional service with the District, a teacher shall, each year, be eligible to receive a longevity payment which shall be a factor of 5.0% of Step 13, provided the following requirements are satisfied:
  1. The teacher must have taken at least five (5) semester hours of acceptable college credit earned during the preceding five (5) years. Such college course work must satisfy the standards for tuition reimbursement set forth in paragraph B of this Article.



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

For the purpose of implementing this section only (Article 5 - A.2.(a)), one semester hour of college credit will be equated to six clock hours of teacher training.

3. If a teacher qualifies for receipt of longevity under this provision and thereafter fails to satisfy the continuing education/training requirements, he/she shall no longer be eligible for this enhanced longevity payment but shall receive a longevity payment under Paragraph N of this Article, if the conditions for eligibility are otherwise satisfied.

## ARTICLE 6

### PAID LEAVES

- A. At the beginning of each school year, each teacher shall be credited with ten (10) days of leave for his own illness or disability.
  1. Such sick leave shall accumulate up to a maximum of one hundred five (105) days. If a teacher has reached the maximum accumulation at the close of the immediately

- preceding school year, he shall be credited with ten (10) sick days at the beginning of the next school year, with those days being non-accumulative.
2. A part-time employee shall receive a pro-rated portion of sick leave at the beginning of his contract.
- B. Leave of absence with pay chargeable against the teacher's sick leave shall be granted, to a maximum of ten (10) days per school year, for the illness in the immediate family. Immediate family shall be defined as father, mother, father-in-law, mother-in-law, spouse, children, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandchild and others living within the household of the teacher. Five (5) additional leave days, with pay chargeable against the teacher's sick leave days, shall be granted for illness of spouse or child upon the recommendation of the attending physician.
- C. Health appointments shall be charged against the teacher's sick leave.
- D. For purposes of the Family and Medical Leave Act (P.L. 103-3) sick leave allowed and which is taken under this Article shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the teacher. This shall apply to:
1. Sick leave which is utilized pursuant to Sec. B of this Article to care for a family member (child, spouse, or parent) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care.
  2. Sick leave which is utilized pursuant to Sec. A or Sec. E of this Article due to a serious health condition which renders the teacher unable to perform the functions of his/her job.
- E. A crisis sick leave extension is established to cover emergency situations where a teacher faces an extended disability period with an inadequate sick leave accumulation. After receiving written application by a teacher who has exhausted his own sick leave days followed by a ten (10) workday waiting period, the Superintendent may grant a sick leave extension. The criteria for a crisis sick leave extension would be as follows:
1. The individual must first use all accumulated sick leave during which the individual would receive his normal daily rate of pay.

2. A waiting period of ten (10) working days with no salary must pass before a crisis sick leave extension will be considered.
3. Upon receiving application for a crisis sick leave extension, the Superintendent may grant approval for extension, with payment at 66 2/3% of an individual's daily rate of pay for a maximum period of forty (40) working days or until the long-term disability insurance coverage begins, whichever is sooner.

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

1. Maximum of five (5) days for a death in the immediate family as defined above in Paragraph B. If extenuating circumstances exist (e.g. distant travel) the teacher may request permission to use up to five (5) additional days, such days to be deductible from the teacher's accumulated sick leave.
2. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance, if approved by his principal.
3. Two (2) days per year will be allowed for personal leave. These may be used for personal business which cannot be conducted on other than a school day according to the following provisions.
  - a. Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the principal or immediate supervisor.
  - b. Personal leave is to be used for sound, pressing and unavoidable reasons only, and its proper use may be subject to verification at the request of the school administration if warranted by the teacher's previous attendance record or if there is legitimate cause to suspect that the leave has been used improperly.
  - c. Personal leave days are not to be used for any purpose that one could construe to be a failure to accept one's professional responsibility and/or failure to conduct one's self in a professional or ethical manner. Personal leave days are not to be used for health or medical appointments except as otherwise may be required under the Family and Medical Leave Act.

- d. Should it be determined that personal leave has been used improperly, the employee shall be subject to disciplinary procedures up to and including loss of salary.
  - e. Personal leave days are not to be used the last day before a vacation or the first day after a vacation. Exceptions may be made at the discretion of the Superintendent.
  - f. Part-time employees shall receive a pro-rated portion of personal leave.
4. Absence when a teacher is called for jury duty. Any remuneration received for jury service shall be remitted to the Board.
  5. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever a teacher is subpoenaed to attend any proceeding.
  6. Time necessary to take the selective service physical examination.
  7. The Board agrees to provide released time to the C.E.A. equivalent to three (3) days at full pay per year for the purpose of performing its duties. The use of these days shall be at the discretion of the C.E.A. Board of Directors. The C.E.A. must give notice for this request to the Superintendent as early as possible, but in any event no less than three (3) days prior to the requested leave day or days.

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

8. Teachers may take two (2) days to make arrangements for medical or nursing care for a member of their immediate family. Immediate family is defined as in paragraph B of this Article.
- G.
1. Leave pay will be granted for personal illness or injury, personal business and other reasons listed in this Agreement, or for any other reason granted by the Superintendent.
  2. A teacher who is absent because of an injury or disease under the Workers' Disability Compensation Act shall make a written election of one of the following options at the

time he/she becomes eligible for workers' compensation benefits:

- a. The teacher may utilize his/her accumulated sick leave for each day absent provided that he/she reimburses the District for the amount of workers' compensation benefits received for the corresponding pay period. Teachers shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
  - b. The teacher may elect to receive workers' compensation benefits only.
  - c. The teacher may elect to receive the difference between his/her regular salary and the amount received as workers' compensation benefits. Such difference in salary shall be computed on a percentage basis, and this percentage shall be deducted from the teacher's sick leave accumulation. (For example: if workers' compensation pays sixty percent of full pay, sick leave will only pay forty percent and the sick leave accumulation shall be charged .4 of a day for each day so used.) Teachers shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
- H. Teachers who have been employed a minimum of seven (7) years in the Charlotte Public Schools may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall receive full insurance benefits and one-half (1/2) his annual salary as provided in this Agreement.
1. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status and shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period.
  2. The teacher shall sign an agreement to return to service with the Charlotte Public Schools upon termination of the sabbatical leave or refund any compensation received from the Charlotte Public Schools while on leave, except as the Board shall, by special action, waive such obligation.
  3. Applications shall be filed with the Superintendent. Applications must show evidence of worthiness of purpose for the leave and of constructive nature for leave. No more than two (2) percent of the total certificated staff



shall be on leave at the same time.

4. All applications shall be reviewed for recommendation to the Superintendent by a committee consisting of six (6) members, three (3) appointed by the Superintendent and three (3) appointed by the C.E.A. Board of Directors. The committee shall consider among other qualifications the following: the extent of the applicant's professional study, travel, research, growth, contributions and successful service during the seven (7) years of employment. The final decision for granting such leave shall depend on the availability of funds and shall rest with the Board of Education.
5. This paragraph (H) and its subparagraphs are not applicable to leaves of absence which the Board is required to grant under Section 1525 of the School Code. This provision shall not preclude a Master Teacher from making application and being granted a sabbatical leave under Section H paragraphs 1-4 above. The Board may compensate individuals granted leaves required by Section 1525 of the School Code by using Professional Development Funds received under Section 1525 of the School Code.

## ARTICLE 7

### UNPAID LEAVES

- A. Any teacher who is unable to perform his duties because of a personal illness or disability (including for this purpose maternity) which extends beyond the period for which sick leave pay is received under Article 6 shall be granted a leave of absence without pay for such time as is necessary to recover from such illness or disability, up to a maximum of one (1) calendar year.
  1. It is understood that such sick leave shall be renewed if necessary upon application of the teacher. Any application for sick leave shall be in writing and be supported by a doctor's statement if requested by the Superintendent.
  2. Upon expiration of such sick leave, the teacher shall be assigned to the same or to a substantially equivalent position. Such leave shall not exceed three (3) consecutive years. A teacher will be expected to report for work on the first work day following expiration of the leave.
  3. Teachers accessing leave under this Section shall provide written notice of their intent to take leave at least

thirty (30) days prior to the date on which leave is to commence where the need for leave is foreseeable. If the teacher must begin medical treatment sooner, or if the need for leave is not foreseeable, notice shall be given as promptly as is practicable under the circumstances.

4. The Board has the right to receive medical certification from the teacher's health care provider regarding the necessity for leave taken for a serious health condition under this Section. The teacher will facilitate and cooperate in the furnishing of such information, which shall include:
  - (a) The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition;
  - (b) Diagnosis of the illness or disability;
  - (c) A brief statement of the regimen of treatment prescribed for the condition by the health care provider (including the number of visits, nature, frequency and duration of treatment, including treatment by another provider of health services on a referral by or order of the health care provider);
  - (d) Indication of whether in-patient hospitalization is required; and
  - (e) Either a statement that the teacher is unable to perform work of any kind, or a statement that the teacher is unable to perform the essential functions of the teacher's position, with or without reasonable accommodation.
5. The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the teacher's health provider, the teacher and the Board shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board and the teacher. The cost of this examination shall be paid by the Board.
6. If the Board has reason to believe that the condition of the teacher has changed, the Board shall have the right to require recertification during the leave period and medical certification of the teacher's fitness to return to duty at the expiration of the leave period.

7. The form to be used for the collection of the above information shall be WH-380 (or successor form) issued by the United States Department of Labor for Family Medical Leave Act qualification.
- B. Leave of absence will be granted up to two (2) years to any teacher who joins the Peace Corps as a full time participant in such program. The regular salary increment occurring during such period shall be allowed.
- C. Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. The regular salary increment occurring during such period shall be allowed.
- D. The Board shall grant leave of absence without pay to any teacher to campaign for, or serve in, a public office.
- E. Leaves of absence up to a maximum of one (1) year may be granted upon application for the following purposes:
  1. Study related to the teacher's certificated field. The regular salary increment occurring during such period shall be allowed.
  2. Study to meet eligibility requirements for a certificate or degree other than that held by the teacher. The regular salary increment occurring during such period shall be allowed.
  3. Child care leave to commence at the conclusion of a disability leave under Paragraph A of this Article (or, in the case of an adoption, on the date that custody is granted) or to care for a child of the teacher with a serious health condition. Any period of leave after the exhaustion of the rights guaranteed under the Family Medical Leave Act, shall be without pay and/or benefits for a period not to exceed one year.
  4. An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child (and in order to care for that child) or due to placement for adoption or foster care, as defined by the Family and Medical Leave Act, shall be taken concurrently with the foregoing leave provisions to the extent of the teacher's eligibility under the Family and Medical Leave Act.

Leave taken under this Section in connection with the birth of a child or due to placement for adoption or foster care must be concluded at the end of the twelve

(12) month period beginning on the date of birth or placement, as is applicable.

- F. The Board may grant a request for a leave of absence for any reason.
- G. Requests for leave of absence shall be made as far in advance as possible and in the case of a leave under Section E or F of this Article, at least by May 1 or November 1, respectively. This notice requirement may be waived by the Board.
- H.
  1. Upon return from leave, the teacher shall be assigned to the same or to a comparable position if available. (i.e. same department in High School, same subject and grade level in Junior High School, same grade level at Elementary schools, same program in other cases.) Otherwise the teacher shall be assigned to a position for which he/she is certified and qualified. Compliance with these criteria shall be considered as restoration to an equivalent position for purposes of the Family and Medical Leave Act.
  2. A position shall be considered available if no bargaining unit members have been assigned to that position by the conclusion of the assignment process outlined in Article 15.
  3. Return from leave shall be subject to the provisions of Article 22 related to reduction of personnel.

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

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

The Board of Education will continue premium payments for health care benefits (medical, dental, vision) as described in Article 23, for up to twelve (12) weeks for a teacher on an unpaid leave of absence for serious personal illness or disability or otherwise under the Family and Medical Leave

Act. If the teacher fails to return from leave as granted under the collective bargaining agreement at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval.

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

## ARTICLE 8

### JOB SHARING

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



the Job Sharing Team. Should the building administrator withhold approval, the reasons shall be provided in writing to the teacher.

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

## ARTICLE 9

### NEGOTIATION PROCEDURES

- A. Matters that cannot be contemplated by this Agreement, such as governmental acts or acts of God, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, 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 10

### GRIEVANCE PROCEDURE

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

It is agreed that:

1. Both parties shall keep these proceedings as confidential as may be appropriate at each level of the procedure.
2. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants, and no reprisals of any kind shall be taken by or against any party of interest in the grievance procedure by reason of such participation.
3. A grievance may be withdrawn at any level without prejudice or record, unless, in the judgment of the Association Representative or Professional Rights and Responsibilities Committee, the grievance affects a group of teachers, in which case the Professional Rights and Responsibilities Committee shall process the grievance at the appropriate level.

- B. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association Representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. The Association will be responsible for the processing of a grievance on behalf of a teacher.

- C. A claim by any teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. A grievant may invoke the formal grievance procedure on the form set forth in Appendix (1), which is attached to and incorporated in this Agreement.

1. The grievance shall be signed by the grievant and a designated Association Representative. Forms shall be available for the Association Representative in each

building.

2. A copy of the grievance form shall be delivered to the principal or supervisor within ten (10) work days of the events or omissions forming the basis of the grievance. If the grievance involves more than one school building, it may be filed directly with the Superintendent.

D. LEVEL I

Within five (5) work 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 five (5) work days of such a meeting and shall furnish a copy thereof to:

1. Association secretary.
2. Professional Rights and Responsibilities Committee chairperson.
3. Grievant.

E. LEVEL II

If the Association is not satisfied with the disposition of the grievance at Level I (or if no disposition was made at Level I within the above time limits) the Association shall transmit the grievance to the Superintendent, (or designee) within five (5) work days of the Association's receipt (or due date) of the Level I answer. The Superintendent shall meet with the Association representative and grievant on the disposition of the grievance within five (5) work days after the receipt of the grievance. The Superintendent or his designee shall indicate his disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the grievant and the Professional Rights and Responsibilities Committee chairperson.

F. LEVEL III

If the Association is not satisfied with the disposition of the grievance at Level II (or if no disposition was made at Level II within the above time limits) the Association shall transmit the grievance to the Board Secretary (or designee) within five (5) work days of the Association's receipt (or due date) of the Level II answer. The Board or its designee(s), no later than its next regular meeting or ten (10) work days whichever shall be later, shall hold a hearing on the grievance, 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 ten (10) work days thereafter. A copy of such disposition shall be furnished to the grievant and Professional Rights and Responsibilities Committee Chairperson.

G. LEVEL IV

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

A copy of the Demand for Arbitration shall likewise be submitted to the Board within the above thirty (30) calendar days.

- H. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him.
- I. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.
- J. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be paid by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- K. No decision in any one case shall resurrect or require retroactive adjustment in any other case previously settled or withdrawn.
- L. The arbitrator shall have no power to establish salary scales.
- M. The arbitrator shall have no power to rule on any of the following:
1. The termination of services of or failure to re-employ any probationary teacher.
  2. The placing of a non-tenure teacher on a third year of probation.
  3. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter

subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended).

In the event that such Act should be repealed and not replaced by comparable legislation, then the arbitrator shall have the power to rule on the discharge of any teacher.

4. The content of the evaluation of the teacher is not subject to the arbitration provision (Level IV) of the grievance procedure. It is understood, however, that any discipline or procedural violation which arises due to an evaluation is subject to the grievance procedure.
  5. Non-renewal of a teacher in an extra-duty position.
- N. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation or advantage. The same or its equivalent in money shall be paid to him.
- O. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. 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.
- P. The term "work days", as used in this Article, shall refer to those days when the Districts' central administrative offices are open.
- Q. By mutual agreement Expedited Arbitration may be used in Level IV of the grievance procedure. Rules of the American Arbitration Association for Expedited Labor Arbitration would be used.

## ARTICLE 11

### TEACHING HOURS

- A. For a six (6) hour instructional day, the teacher's normal day shall be from 8:15 AM until 3:25 PM for K-8 and 8:00 AM to 3:10 PM for 9-12 unless permission is granted by the principal to leave earlier, except on Fridays and days preceding holidays when teachers may leave at 3:15 PM for K-8 and 2:55 PM for 9-12. In the event teachers deviate from established hours, the Association encourages principals to take positive action in eliminating the deviation.



1. Teachers shall be entitled to a duty-free uninterrupted lunch period as follows:

K-5 Not less than 50 minutes  
6-8 Not less than 40 minutes  
9-12 Not less than 35 minutes

2. Recess assignments for elementary teachers will be rotated, as is the present practice, so that each teacher will be provided with relief time.
3. Teachers will schedule conferences with parents at a reasonable time before, during or after school, but as soon as practical after a request by parents.
4. The student day shall be as follows:

Elementary . . . . . 8:30 AM to 2:50 PM  
Junior High School . . . . . 8:30 AM to 2:55 PM  
Senior High School . . . . . 8:10 AM to 2:45 PM

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

## ARTICLE 12

### 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.
  2. The normal weekly teaching load in the junior high will be 30 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 senior high school due to the necessity of accommodating bus transportation. Morning and afternoon recess periods and the kindergarten schedules are to be set cooperatively by the teacher and by the principal, but in no event will the length of the day be increased from that specified in Article 11-A and 11-B.
  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 11-A.

5. One-half (1/2) day release time will be scheduled each semester for K-6 teachers for the purpose of planning for parent/teacher conferences. This release time will be scheduled within five (5) school days of the first scheduled conference day each semester.

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

6. Elementary teachers shall be allowed as preparation/conference time those periods when students are receiving instruction in physical education and music. These scheduled times shall be in addition to recess and scheduled times before and after school.

#### B. LESSON PLANS

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

#### C. DEPARTMENT CHAIRPERSONS

1. Any school department may have a department chairperson who shall be appointed by the principal and approved by the Board. It is understood the department chairpersons are primarily classroom teachers but are given the additional task of assisting other teachers. At no time are department chairpersons considered supervisory personnel nor appointed without compensation.

2. Each department chairperson will be appointed for a term not to exceed two (2) years. At this time his appointment may be renewed for another two (2) years, or a new department chairperson will be appointed.
3. The duties of department chairpersons shall be outlined by the administration.

#### ARTICLE 13

##### SPECIAL AND STUDENT TEACHING ASSIGNMENT

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

#### ARTICLE 14

##### TEACHING CONDITIONS

- A. It is recognized by the Board that classroom and library materials, furnishings and equipment are an important aspect of an effective educational program. The Board agrees to continue its efforts in these areas as dictated by the financial condition of the District, the building facilities available and the best interest of the District, as deemed administratively feasible.

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

Grades K-1 . . . . .	maximum 24
Grades 2-3 . . . . .	maximum 26
Grades 4-5 . . . . .	maximum 27

If the aforementioned class sizes are exceeded, a teacher aide shall be employed for a minimum of 55 minutes per student beyond maximum per day. The maximum aide time to be allowed a teacher is 330 minutes per day. For Kindergarten level, the maximum amount of aide time shall not exceed one hundred sixty-five (165) minutes per day for one (1) session nor more than three hundred thirty (330) minutes per day for two (2) sessions.

Grades K-5 . . . . .	maximum with aide 29
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Aide assignments will be made tentatively on the basis of class enrollments at the end of a school year. Subsequent adjustments to aide time will be determined as of 4th Friday and at the end of each marking period thereafter. These adjustments shall be implemented on the next work day following the count day.

C. STEP I:

During a time when an aide is not provided for above, but an elementary teacher and the building principal agree that the educational needs of a classroom necessitate an aide, an aide may be provided.

STEP II:

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

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

STEP III:

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

D. In grades 6-8, the number of students in any academic class (to be defined as mathematics, social studies, language arts

and science) shall not exceed thirty (30) unless mutually agreed upon by the teacher and principal. Paragraph C above also applies to sixth grade.

- E. A class average of thirty (30) or a daily teaching load of 150 students shall be maintained in the senior high school (grades 9-12) in academic classes (to be defined as mathematics, social studies, language arts and science) unless mutually agreed upon by teacher and principal. The Board shall be free to make such adjustments as it deems necessary in the event of a failure to pass necessary operating millage or other comparable contingencies adversely affecting the financial resources available to the Board.
- F. The building principal and teacher will evaluate the needs of special education students. Article 14(C) may be employed if appropriate. To expedite the matter if an agreement regarding a student's program or additional help is not reached, the concern may be taken to the Superintendent.
- G. Teachers shall not be responsible for such non-professional responsibilities as bus and patrol duties. Except for the beginning of school, such duties as collecting monies will be kept at a minimum and other non-professional personnel will be used.
- H. In the construction of any new buildings or the expansion of any existing buildings, where the following facilities are not now available, the Board will make available in each school of five rooms or more adequate lunchroom, restroom and lavatory facilities exclusively for employee use and at least one room, appropriately furnished, which shall be reserved for use as an employee lounge.
- I. Telephone facilities shall be made available to teachers for their reasonable use.
- J. Vending machines for beverages and candy shall be installed for teachers' use at the request of the Association, the proceeds to be used by the teachers' group in their respective buildings.

## ARTICLE 15

### VACANCIES, PROMOTIONS AND TRANSFERS

#### A. Definitions

1. An "assignment" is a position to which a teacher may receive placement. Assignments shall be to specific classes within a department(s) in grades 6-12 and/or to



specific grade levels within buildings in grades K-5 or to a specific position if not indicated above.

2. A "temporary assignment" is an assignment which is vacant due to the absence of a teacher who has an enforceable right to that assignment pursuant to the Master Agreement or an assignment which is vacant due to the permanent separation of a teacher from the District during the academic year (i.e., resignation, retirement, termination, death). A new interim assignment instituted for less than a school year may also be a temporary assignment.
3. A "vacancy" is an assignment which is newly created or an assignment which is permanently opened and to which no teacher has an enforceable right. An opening which is a "temporary assignment" shall not be considered a "vacancy".
4. A "transfer" is a change in an assignment to a building differing from the building of the teacher's most recent assignment.

B. Assignment Process

1. Each year by May 15 teachers within each elementary building, Junior High School department (6th grade shall be considered a department for this purpose) and in each High School department shall collectively make a written recommendation to their building principal regarding the assignments of teachers within that building or department for the forthcoming school year. The Administration and teachers shall share, as soon as it is available, information relevant to the recommendation process, unless disclosure of the requested information is prohibited by law. Upon request of the administration, the faculty shall offer supporting rationale for the assignment recommendations.
2. The administration shall notify teachers of their tentative assignments for the forthcoming school year no later than two (2) work days prior to the final teacher work day. Upon request of the affected teacher(s), the administration shall offer supporting rationale for the assignment if the faculty's recommendation has not been followed.
3. The parties recognize that factors such as teacher leave requests, resignations, enrollment fluctuations and financial circumstances may require changes in tentative assignments after administrative notification of

assignment, as described in the preceding paragraph. If an involuntary change in assignment is required after July 1 but prior to August 15, the teacher may elect to resign and the resignation shall be accepted by the Board.

4. In no event shall changes in a teacher's assignment be made later than the first day of school, except in case of emergency.
5. Teachers shall not be assigned outside the scope of their teaching certificates except temporarily and for good cause, and the Association shall be so notified in each instance, along with written statement of reasons for such assignment.

C. Vacancy Filling Process

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

candidates are equal, seniority shall be given consideration. Final selection will be the sole prerogative of the Board.

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

D. Transfers

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

## ARTICLE 16

### TEACHER EVALUATION

- A. The evaluation of the performance of each bargaining unit member is the responsibility of the administration. The building administrator will meet with the teacher(s) in his building to discuss criteria for the evaluation prior to the evaluation.
- B. In cases where a teacher is supervised by more than one administrator, one of the administrators shall be designated as the teacher's evaluator for a given year. The designated evaluator may be changed upon request of the teacher. It is understood that the designated evaluator will be free to receive input from the other administrators.
- C. All monitoring and observation of a teacher shall be conducted openly with the teacher's knowledge.
- D. The performance of all teachers shall be evaluated in writing in accordance with the following:
  1. Probationary teachers shall be evaluated in writing at least twice each year; once during the first semester and again on or before April 30.
  2. Formal evaluation of tenure teachers shall be conducted at least once every three (3) years prior to April 30.
- E. As a condition of continued employment, each probationary

teacher subject to the professional development requirements of Section 1526 of the School Code of 1976 (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for either the time connected with completion of these requirements or for other associated costs such as enrollment, course and/or registration fees.

F. Classroom observations shall be conducted by the administrator. During classroom observations only one (1) administrator shall be present.

1. Classroom observations shall be at least thirty (30) minutes in duration or the length of the instructional period if the instructional period is of lesser duration.
2. The formal evaluation form is not required for periodic observation reports; however, a copy of each observation report shall be provided to the teacher within four (4) working days of the observation. The observation report, as set forth in Appendix (2) of this Agreement, shall be signed and dated by both the administrator and teacher. The signature of the teacher shall be for the purpose of verifying receipt of the observation report. Written observations of classroom performance must be discussed with the teacher within ten (10) working days of each observation. At the conclusion of this discussion, both the teacher and administrator shall sign and date Appendix (5) of this Agreement to verify the occurrence and timing of the conference.
3. An attempt will be made to avoid scheduling observations which will result in a written evaluation of performance on any holiday or any day immediately preceding or following a vacation period.
4. The teacher may attach a written reply to an evaluation or observation report within ten (10) working days after receipt of the evaluation or observation report.

G. Should the administrator elect to forego the formal evaluation of a tenure teacher, the teacher may assume that his performance is satisfactory.

H. Three (3) copies of the written evaluation shall be submitted to the teacher; two (2) to be signed and returned to the administration and one (1) to be retained by the teacher. The teacher's signature shall not necessarily mean agreement with the content of the evaluation, but that he has reviewed the material.

I. Documents of an evaluative or disciplinary nature shall first be signed and dated prior to insertion into any personnel file. The teacher may have his written reply attached to said item.

J. When the evaluation includes adverse comments which might jeopardize the teacher's employment, the evaluator shall provide the teacher with notice of deficiencies and proper documentation to substantiate the adverse comments and make written recommendations or suggestions as to how the teacher's performance may be corrected. If such documentation refers to an incident not observed in the classroom, the administrator shall meet with the teacher within ten (10) days of the incident. Subsequent evaluations shall indicate whether or not any previously noted deficiency has been corrected (if observed) and shall provide updated supporting documentation if the deficiency still exists.

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

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

The IDP will contain performance objectives, suggestions for improvement and a designation of the forms of assistance to be provided by the administration or other sources. The evaluating administrator and tenure teacher shall be jointly responsible for implementing the IDP. The IDP shall specify a time interval for desired performance remediation, not to exceed two (2) semesters.

K. The content of the evaluation of the teachers is not subject to the arbitration provision (Level IV) of the grievance procedure. It is understood, however, that any discipline or



procedural violation which arises due to an evaluation is subject to the grievance procedure.

- L. Should a probationary teacher be denied tenure or be denied a contract for the ensuing year, he shall receive written notice of same no later than April 30.
1. In the event a probationary teacher is not continued in employment, the evaluator will advise the probationary teacher of the reasons therefore in writing.
  2. Information not previously made known and discussed with the probationary teacher shall entitle him to submit additional information to the Superintendent.
  3. The Board will provide the probationary teacher with a hearing upon his request.
- M. The observation report is Appendix (2) and the evaluation instrument is Appendix (3), which are attached to and incorporated in this Agreement.
- N. As an alternative to the observation/evaluation procedure described above, tenure teachers shall have the choice to be involved, if selected by their supervisor, in an evaluation model developed by a joint CEA/Board committee.

The model is for those tenured teachers who would like to try an alternative approach to a traditional evaluation. It will require time, effort and enthusiasm, but in return offers new insights, closer relationships and a renewed sense of purpose.

Any selection of a teacher to participate in the alternative evaluation model shall be effective only for the balance of that academic year. Either the teacher or the supervising administrator may thereafter elect to discontinue that teacher's participation in the alternative model. At the conclusion of the alternative evaluation procedure, the teacher, teacher coach and administrator shall sign and date a verification form, Appendix (6) of this Agreement, to be placed in the personnel file of the teacher. When the alternative method of evaluation is agreed to the teacher and administrator, as a condition to use of the alternative model, will jointly determine the teacher coach. In addition, the administrator may conduct classroom observations using this alternative evaluation procedure with the teacher.

## ARTICLE 17

### PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden, or custodian for emotionally disturbed students nor be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teachers of responsibilities with respect to such pupil. Teachers also recognize their responsibility to provide support and assistance to the Board and the administration with respect to maintaining discipline and control in the school.

At the beginning of each school year the administration will distribute to faculty the District's policy on corporal punishment, including alternatives to the use of corporal punishment.

- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall assist the teacher in contacting law enforcement authorities regarding the incident.
- C. Time lost by a teacher in connection with any assault incident mentioned in this Article shall not be charged against the teacher.
- D. If in the performance of regular or assigned teaching duties a teacher, without negligence on his part, shall suffer damage to his clothing or other personal property including vehicles parked in designated areas to the extent of \$50.00 but not more than \$200.00, the Board shall make reimbursement. The Board may require subrogation, assignment and full cooperation by such teacher in seeking recovery from any party responsible for said loss. The District shall not be obligated to make reimbursement for losses covered by insurance policies held by the District and/or teacher. All claims submitted by the teacher shall contain proof of valuation or damage.
- E. 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.

- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- G. Each teacher shall have the right, upon request to the Superintendent, to review the contents of his personnel file. An Association representative may be in attendance.
- H. A teacher may ask an Association representative to be present any time a teacher is asked to meet with an administrator.
- I. No teacher shall be disciplined without just cause. Teachers will be informed of applicable rules and policies governing their conduct prior to the imposition of any discipline based upon a violation of such rules and policies. No disciplinary action shall be made final until the teacher has been offered an opportunity to be heard. It is understood that any alleged violation of this provision shall be subject to the grievance procedure. The "just cause" standard shall be inapplicable to probationary teachers.

#### ARTICLE 18

##### MISCELLANEOUS PROVISIONS

- A. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 AM 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. In case of emergency or in some situations which would serve the interests of the Association and the Board, a teacher may substitute for another teacher for a class period or a portion thereof as a professional courtesy. In situations where the teacher's absence will be charged against a leave, the substituting teacher shall receive the hourly stipend upon completion of the appropriate form in the office.
- C. The professional staff, administrators and the Board endorse the concepts of the Policies and Standards for the Approval of Secondary Schools by the North Central Association of Colleges and Schools.

- D. Teachers employed full time by the 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. If required by state law or regulation, all teachers shall have the result of their tuberculin tests recorded with the Superintendent when they are hired and thereafter in compliance with State administrative rules. The Board will attempt to schedule the mobile x-ray unit in Charlotte for this purpose.
- F. The Superintendent may request that any teacher have a physical or mental examination when he feels the interests of the staff and the students are jeopardized. The cost of the physical or mental exam shall be paid by the Board.
- G. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- H. Copies of this Agreement shall be printed in booklet form at the mutual expense of the Board and the Charlotte Education Association and presented to all teachers now employed or hereafter employed by the Board.
- I. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- J. Wednesdays after school are to be kept open by all teachers for school meetings. All meetings shall end by 4:15 PM (4:00 PM in grades 9-12). 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 first Tuesday of every month is to be reserved for CEA executive board meetings.
- K. Teachers of the Charlotte Schools are encouraged to 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.
- M. The parties shall periodically meet to review the Agreement.

## ARTICLE 19

### PROFESSIONAL IMPROVEMENT

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



and meetings shall be granted sufficient leave time to attend without loss of compensation.

- G. At the request of the Association or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

## ARTICLE 20

### CURRICULUM COUNCIL

- A. A Curriculum Council of fifteen (15) voting members shall be formed, composed of the following representatives:
1. One (1) teacher from each of the District's buildings, to be selected by the staff from each building.
  2. Three (3) building administrators (one from each educational level) to be selected by the Superintendent or designee.
  3. The Special Education Director.
  4. The Superintendent or a central office administrator designated by the Superintendent.
  5. One (1) Board of Education trustee, to be selected by the Board.
  6. Three (3) parent/community members.
- B. The clerical expenses of such committee shall be paid by the Board. 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 current Curriculum Council guidelines, subject to annual review by the Curriculum Council.
- D. The community representatives shall be selected by a committee comprised of three (3) teachers, two (2) administrators and one (1) Board member to make recommendations to the Curriculum Council to be voted on by the Curriculum Council.

## ARTICLE 21

### PROFESSIONAL BEHAVIOR

- A. The Board recognizes that the Code of Ethics of the Educational Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline 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 22

### REDUCTION OF CERTIFIED PERSONNEL

- A. The Board and the Association recognize that due to reduced enrollments, changes in enrollment patterns, revenue shortages or curricular changes, the Board could determine to reduce the number of certified personnel. The parties also recognize that such determinations are within the exclusive discretion of the Board. Before official action on reduction of teachers is taken by the Board, it will give notice of the contemplated reduction to the Association and afford the Association opportunity to discuss it with the Board. As soon as the teachers to be laid off are known, a list of those teachers shall be given to the Association.
- B. In the event of a necessary reduction in staff, such reductions shall be based upon seniority, qualifications and certification.
  - 1. For purposes of this Agreement, seniority shall be defined as the teacher's seniority date as determined in Paragraph C and D which follow.
  - 2. "Certification" shall be defined as the requirement to hold all certificates, endorsements and approvals required by law and/or the Michigan Department of Education Administrative Regulations to serve in the

position assigned. It is the teacher's responsibility to file such certificates, endorsements or approvals with the school district. The certification status of a teacher on file with the school district shall be considered conclusive for all purposes under this contract.

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

### 3. Qualifications

For purposes of this Article, the term "qualified" shall mean:

- a. For positions at the secondary level (grades 9-12) possession of a major or minor(s) in the subject(s) to be taught or an endorsement requiring training in the subject to be taught.
- b. For positions at the 6th, 7th and 8th grade levels, the following standards shall apply:
  1. A K-8 certificate will qualify the teacher to instruct 6-7-8 general discipline areas (math, science, social studies, English). For special areas, at least a minor in the discipline will be required, OR;
  2. A secondary certificate with a major or minor in the discipline, OR;
  3. A middle school endorsement, OR;
  4. A teacher must have completed one year's successful experience as a tenure teacher with Charlotte Public Schools in the discipline in grades 6-7-8, OR;
  5. Within two years after beginning placement because of certification the teacher must have a total of fifteen (15) semester hours

(content or methods) of college credit to continue in the position.

- c. For positions at the elementary levels, possession of an elementary certificate. For positions in special elementary areas such as music, art and physical education, etc., the teacher must possess specific certification or be provided an opportunity to meet qualifications of the subject to be taught as indicated in B above.
  - d. Teachers must possess the qualifications set forth in the applications or grants of any federally or state funded programs to be eligible to be assigned to such programs.
  - e. Special education teachers shall be deemed to be qualified for special education assignments if they are certified by the State of Michigan for those positions.
  - f. In case of layoff/recall no bargaining unit member employed as of July 1, 1987, shall be denied a position in grades 6-8 if they possess the requisite certifications to teach at that level (except specialized areas, i.e. art, music, physical education, etc.). In such case the employee shall have a period of time, not to exceed two (2) full summers after commencing the assignment, to obtain the necessary credit and/or required middle school endorsement. Teachers assigned under this paragraph shall not be reassigned thereafter except in the following circumstances:
    - 1. The teacher requests and is granted a voluntary transfer to another bargaining unit position.
    - 2. The teacher's performance in the assignment is documented as not satisfactory. The teacher may request a change in assignment.
  - g. The Board will reimburse the employee for successful completion of credit hours required for additional certification/qualification related to this article, up to a maximum of \$1000. Teachers will not be reimbursed under this Article and Article 5-B for the same class.
- C. In April of each year, the Board shall provide the Association with a current bargaining unit seniority list and post same on

teacher bulletin boards. By November 1, a list of additions and deletions of bargaining unit members will be posted in each building.

1. The teacher's seniority date shall be defined as the date of beginning of employment under contract.
  2. Should two or more teachers have the same seniority date, the signing date will be used to break the tie. For teachers hired on or after July 1, 1994, ties shall be broken by reference to the date on which the teacher signs acceptance of employment intent, pending completion of a background check.
  3. Should a tie still exist, early extra-curricular assignments under contract shall be used to break the tie.
  4. Teachers still having the same seniority date shall participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a time and place which will reasonably allow affected teachers and Association Representatives to be in attendance.
  5. The seniority list shall include the teacher's hire date, the adjusted date, the present assignment, and specify the areas in which the teacher is certified.
  6. Only members of the bargaining unit shall accrue seniority within the bargaining unit.
  7. If the teacher's employment is terminated, except as provided in Paragraph D, seniority shall not be retained.
  8. Teachers contracted on a part-time basis, e.g., half-days or half-weeks, shall accrue full seniority.
  9. Upon return to the bargaining unit, administrators who have had teaching experience in the district shall have that teaching experience recognized as seniority under this Agreement.
- D. Unpaid leaves of absence shall not add to a bargaining unit member's seniority with the employer except as noted in Number 1 below. However, said leaves shall not constitute a termination of employment.
1. Time spent on paid leave, layoff, and/or unpaid leave pursuant to Article 22 (H), which follows, shall be considered as service with the employer and seniority shall continue to accrue.



2. Time spent on unpaid leave of absence shall result in an adjustment of the bargaining unit member's seniority date according to the following formula:

Number of days on leave

X

Number of days in school year

Number of days in calendar year =

Number of days of adjustment to seniority date.

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

E. The Board shall layoff last those teachers with a valid Michigan teaching certificate having the greatest seniority in the district and who are certified and qualified in accordance with Part B of this Article for the remaining positions. The Board shall give at least thirty (30) calendar days written notice of layoff to the Association and the affected employee(s).

1. Probationary teachers shall be laid off first.
2. Non-tenure teachers shall not be employed by the Board while there are tenure teachers of the district who are laid off unless there are no laid off tenure teachers who are certified and qualified to fill the remaining positions(s).

F. Recall shall be in the inverse order of layoff provided the teacher is certified and qualified in accordance with Part B of this Article to fill a vacant position.

1. The Board shall give written notice of recall by registered or certified mail at the teacher's last known address.
2. It shall be the teacher's responsibility to notify the Board of any change of address.
3. Should an employee fail to report for work or provide the Board with notice of his intent to return within fifteen (15) calendar days of the sending of recall notification, unless an extension is granted in writing by the Board, he shall be considered a voluntary quit and shall thereby terminate his employment relationship with the Board. A copy of the letter shall be sent to the president of the CEA.
4. Upon recall from layoff, all benefits under this

Agreement shall be restored to the employee.

- G. It is the responsibility of each teacher in this bargaining unit to have on file at the central personnel office a current teacher's certificate from the Michigan Department of Education. It is further the responsibility of each teacher to make certain that the teaching certificate on file at the central personnel office contains the proper and complete teaching endorsements that the teacher is entitled to. It is also the responsibility of each teacher to make sure a statement of his/her "qualifications" as defined in this Article is on file at the central personnel office.
1. For the purpose of "layoff", the areas which a teacher is certified and qualified to teach shall be those areas on file at the central office as of the date that the Board of Education adopts the formal resolution to institute layoffs.
  2. For the purpose of recall, the area which a teacher is certified and qualified to teach shall be those areas on file at the central office as of the date written Notice of Recall is sent.
  3. It is the responsibility of the teacher, whether on layoff or employed, who received or is entitled to additional endorsement on his teaching certificate, or who has enhanced qualifications as defined in this Article, to take all necessary steps to have his teaching certificate and credentials updated at the central personnel office.
  4. A teacher who is laid off and thereafter earns additional endorsement for his teaching certificate or additional qualifications as reflected on file at the central personnel office may not use the new endorsements or qualifications to "bump" an employed teacher, but may use said new endorsements or qualifications for "recall" to vacancies.
- H. In the event of a necessary reduction in staff, the Board may grant requests for leaves of absence up to one (1) year irrespective of the employee's position on the seniority list provided that the granting of such requests for leaves shall not require the employment of new staff.
1. In cases where more than one (1) teacher requests such a leave and not all requests can be honored, leaves will be granted according to the seniority status of the teachers involved, the ones having the greatest seniority being granted leaves first.

2. Transfers resulting from such leaves will be made only with the consent of the teachers involved.
  3. Requests shall be submitted in writing by April 1 for the first semester and by November 1 for the second semester, and action on requests will be taken thereafter. Requests received after the above dates may be granted at the Superintendent's discretion.
- I. When a necessary reduction in staff displaces teachers, the Board agrees to provide a one (1) year study leave for the purpose of retraining.
  - J. The individual contract executed between each teacher and the Board is subject to the terms and conditions of this Article. This Article takes precedence over and governs the individual contract. The individual contract is expressly conditioned upon the provisions of this Article.

## ARTICLE 23

### FRINGE BENEFITS

The Board of Education, for a twelve month period beginning July 1 during each year of this Agreement, shall make full premium contributions, specified below, on behalf of employees (and eligible dependents) for one of the following option packages. The employee shall elect one of the following option packages during September and the decision shall be irrevocable for that school year, unless compelling family change necessitates change.

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

1. Upon submission of written application, the Board shall make full monthly premium payments, as described above, for the period commencing July 1, 1994 through June 30, 1995. The Board's premium contribution effective July 1, 1995 to June 30, 1996 shall not exceed 105% of the premium established for the period July 1, 1994 through June 30, 1995. (Plan A: \$538.00 maximum Board contribution for period 7-1-95 to 6-30-96).
2. This option package shall include the following:
  - a. MESSA Super Care I
  - b. Delta Dental Plan EO-7 (80/80/80: \$800)
  - c. MESSA Term Life Insurance in the amount of \$35,000
  - d. MESSA VSP-2 Vision Plan

- e. Long Term Disability: Coverage shall be MESSA Plan 2 (without COLA) with 66 2/3% benefit after a 90 calendar day qualifying period (modified fill). The maximum monthly income benefit shall be \$2,500. The maximum eligible monthly salary shall be \$3,754.00. The employee and the District are restricted and bound by the certification requirements of the LTD carrier.

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

1. Upon submission of written application, the Board shall make full monthly premium payments, as described above, for the period commencing July 1, 1994 through June 30, 1995. The Board's premium contribution effective July 1, 1995 to June 30, 1996 shall not exceed 105% of the premium established for the period July 1, 1994 through June 30, 1995. (Plan B: \$103.00 maximum Board contribution for period 7-1-95 to 6-30-96).
  2. MESSA PAK - Plan B shall include the following:
    - a. Delta Dental Plan E-07 (80/80/80: \$800)
    - b. MESSA VSP-2 Vision Plan
    - c. MESSA Term Life Insurance in the amount of \$45,000
    - d. MESSA Long Term Disability (same as PAK A)
    - e. A Board contribution to a Board-approved tax sheltered annuity in the amount of \$125 per month. This amount shall be increased to \$150 per month if 50 or more bargaining unit members enroll and remain in Plan B.
- C. The parties agree that, should the tax sheltered annuity provision of this contract be determined to be illegal or contrary to Internal Revenue Service code regarding such matters, the parties agree to re-negotiate the tax sheltered annuity provision in order to be in compliance with Internal Revenue Service and, as much as possible, maintain the intent of the program.
- D. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance by the insurance carriers of the written application.
- E. Changes in family status shall be reported by the employee to the personnel office within 30 days of such change.
- F. The Board agrees to make the premium contributions specified

in this Article for the duration of this Agreement. Disputes over policy coverages between the insurance company and employees or their beneficiaries shall not be subject to the grievance procedure but shall be a matter solely between the employee and the insurance company. Any disputes originating over provisions regarding insurance benefits provided in this contract, however, shall be subject to the grievance procedure.

- G. Regarding any term life insurance provided under this Agreement, upon layoff or termination from employment, it shall be the employee's responsibility to contact the insurance carrier to exercise the thirty (30) day statutory conversion right.
- H. As part of the economic settlement for the 1994-1996 contract, the parties agree that the school district shall waive collection for any insurance premium contributions in excess of the 5% insurance cap established for the period July 1, 1995 through June 30, 1996. The parties intend that the Board will defray all required premium contributions for the interval beginning July 1, 1994 and concluding on June 30, 1996. However, that waiver shall expire on June 30, 1996 and any excess premium contributions beyond the levels established above in this Article shall be the responsibility of the teacher. This shall not prevent to Board and Association from engaging in voluntary discussions prior to June 30, 1996 respecting the future allocation of insurance premium responsibility.

## ARTICLE 24

### SEVERANCE PROVISION

- A. Sick leave may be accumulated with no maximum for computation of severance pay, provided that only ninety (90) sick leave days are available for use for this purpose. Only accumulation beyond sixty (60) days will be used to determine severance pay according to the following schedule:

30 years or more service	60% of sick leave days accumulated beyond 60 days payable at the rate of \$40 per day.
25-29 years of service	50% of sick leave days accumulated beyond 60 days payable at the rate of \$40 per day.
20-24 years of service	40% of sick leave days accumulated beyond 60 days payable at the rate of \$40 per day.



15-19 years of service 30% of sick leave days accumulated beyond 60 days payable at the rate of \$40 per day.

Years of service will be determined according to rules governing longevity, Article 5.

(Teachers who qualify for the retirement benefit will not qualify for severance benefit during the life of this Agreement.)

B. Section A shall be implemented in the following manner:

1. All sick days accrued beyond 60 shall be placed in the severance bank and will be unlimited.
2. It is understood that a teacher can accumulate up to 90 days to be used as sick leave per Article 6.
3. The severance provision, however, establishes that days accumulated beyond 60, without limitation, will be paid per Section A of this Article.
4. Days of unused sick leave, to be accumulated for severance pay, will be determined for that school year after the end of the school year (June 30).
5. Examples as follows:
  - a. A teacher begins the school year with 75 sick leave days (including the ten he/she gained for the new year). Seven days are used as sick leave during the school year. On June 30, three days remaining of the ten days added that year will be added to the severance bank.
  - b. A teacher begins the school year with 65 sick leave days (including the ten he/she gained for the new year). Sixteen days are used as sick leave during the school year. On June 30, no days will be added to the severance bank since the teacher's sick leave balance is below 60. (During the following school year, the teacher will begin the year with a balance of 59 sick leave days which includes the 10 he gained for the current year. No days will be added to the severance bank for this year either, since the sick leave balance on June 30 will again be below 60.)
  - c. A teacher begins the school year with 80 sick leave days (including the ten he/she gained for the new

year). Eleven days are used as sick leave during the school year. On June 30, no days are added to the severance bank since the teacher used the ten days gained for the year.

## ARTICLE 25

### RETIREMENT PROVISION

Persons who have at least 15 years service with Charlotte Public Schools, and who submit a resignation to the Superintendent by June 15, 1993, (or June 15, 1994 for retirements effective at the conclusion of the 1993-94 school year), and who become an annuitant of either the Michigan Public School Employee Retirement Fund, social security, or both, shall receive a retirement benefit equal to 100% of their current sick leave balance payable at the rate of \$60 per day. The maximum payment shall be for ninety (90) sick leave days.

ARTICLE 26

SALARIES

SCHEDULE "A"

First Semester 1994-95

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	12,450	12,847	13,444	13,778	14,319
2	12,847	13,246	13,845	14,178	14,718
3	13,513	13,911	14,511	14,843	15,384
4	14,178	14,578	15,175	15,509	16,050
5	14,843	15,243	15,842	16,174	16,715
6	15,575	15,973	16,574	16,906	17,448
7	16,307	16,706	17,305	17,640	18,180
8	17,039	17,438	18,039	18,370	18,911
9	17,772	18,172	18,770	19,103	19,644
10	18,504	18,902	19,502	19,836	20,376
11	19,237	19,635	20,235	20,569	21,110
12	20,633	21,299	21,830	22,628	23,169
13	21,566	22,230	22,898	23,561	24,102

As part of the economic settlement for 1994-1995 teachers shall be paid one-half percent (1/2 %) of their current step on the 1993-94 salary in an off-schedule (non-recurring) payment to be made not later than the commencement of the 1994-1995 second semester.

Second Semester 1994-1995

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	12,699	13,104	13,713	14,054	14,605
2	13,104	13,511	14,122	14,461	15,013
3	13,784	14,189	14,801	15,140	15,691
4	14,461	14,869	15,479	15,819	16,371
5	15,140	15,548	16,159	16,498	17,050
6	15,887	16,292	16,905	17,244	17,797
7	16,633	17,040	17,651	17,993	18,544
8	17,380	17,787	18,400	18,737	19,289
9	18,128	18,536	19,145	19,485	20,037
10	18,874	19,280	19,892	20,232	20,784
11	19,621	20,027	20,640	20,980	21,532
12	21,045	21,725	22,267	23,081	23,632
13	21,998	22,674	23,356	24,032	24,584

Second Semester 1994-1995 (Annualized)

(This schedule is presented for computation purposes only - Actual 1994-1995 salaries to be paid from separate first and second semester salary schedules presented on previous page.)

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	25,397	26,207	27,426	28,107	29,210
2	26,207	27,021	28,243	28,922	30,025
3	27,567	28,378	29,601	30,280	31,382
4	28,922	29,738	30,957	31,638	32,742
5	30,280	31,096	32,317	32,995	34,099
6	31,773	32,584	33,810	34,488	35,593
7	33,266	34,080	35,301	35,985	37,087
8	34,759	35,573	36,800	37,474	38,577
9	36,255	37,071	38,290	38,969	40,073
10	37,748	38,560	39,783	40,464	41,567
11	39,242	40,054	41,279	41,960	43,063
12	42,090	43,450	44,533	46,161	47,264
13	43,995	45,348	46,711	48,063	49,167

1995-1996

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	25,155	25,981	27,225	27,919	29,044
2	26,731	27,561	28,808	29,500	30,626
3	28,118	28,946	30,193	30,886	32,010
4	29,500	30,333	31,576	32,271	33,397
5	30,886	31,718	32,963	33,655	34,781
6	32,408	33,236	34,486	35,178	36,305
7	33,931	34,762	36,007	36,705	37,829
8	35,454	36,284	37,536	38,223	39,349
9	36,980	37,812	39,056	39,748	40,874
10	38,503	39,331	40,579	41,273	42,398
11	40,027	40,855	42,105	42,799	43,924
12	42,932	44,319	45,424	47,084	48,209
13	44,875	46,255	47,645	49,025	50,150

SCHEDULE "B"

EXTRA DUTY PAY

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

Senior High School:	
Varsity Head Coach	10%
Assistant Coaches	6%

Junior High School:	
Head Coach	6%

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

Senior High School:	
Varsity Head Coach	7%
Assistant Coaches	4%

Junior High School:	
Head Coach	6%

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

The District shall have the right to establish the additional position of "Associate Assistant" coach for any of the sports activities designated above. Compensation shall be 3% of the B.A. base salary for Major Sports at the high school level and 2% of the B.A. base for all other positions. Subsequent years of experience in coaching the sport will result in step progression on the B.A. salary column for purposes of computing compensation.

BAND

Director	10%
Assistant Director	6%
Jr. High Assistant Director	5%

Elementary Music (per evening performance)	\$100.00
--	----------

COMPETITIVE CHEERLEADING (Per season)	4%
SIDELINE CHEERLEADING (Per season)	3%
CHOIR (JH/SH one position)	6%
DEBATE (if after school)	4%
DEPARTMENT CHAIRPERSON	4%
DRAMATICS (per person per production)	3%



DRIVER EDUCATION:	<u>1994-95</u>	<u>1995-96</u>
Instructor	\$17.85	\$18.20
Director	18.77	19.14

FORENSICS		3%
HIGH SCHOOL STUDENT COUNCIL ADVISOR		4%
SADD ADVISOR HIGH SCHOOL		3%
SADD ADVISOR JUNIOR HIGH		1%
SAFETY PATROL		1 1/2%
STUDENT ASSISTANCE COORDINATOR		3%
K-12 GUIDANCE COORDINATOR		3%
SUMMER SCHOOL INSTRUCTOR		
1994-95	\$16.10 / Hour	
1995-96	\$16.42 / Hour	
VOCATIONAL COORDINATOR		4%
CLASS ADVISORS:		
Senior Class		3%
Junior Class		3%
Sophomore Class		1%
Freshman Class		1%

HOURLY STIPEND:		
1994-95	\$15.67 / Hour	
1995-96	\$16.00 / Hour	
(See Article 5-K, M)		

FUTURE FARMERS OF AMERICA		4%
BUSINESS PROFESSIONALS OF AMERICA		3%
SCIENCE OLYMPIAD		3%
ODYSSEY OF THE MIND		3%
NATIONAL HONOR SOCIETY		\$500.00
K-12 SCHOOL IMPROVEMENT TEAMS		4% per person
4 at each elementary		
3 at Junior High		
5 at High School		
QUIZ BOWL		3%

## II. EXTRA-DUTY POSITIONS

The Board reserves the absolute right to appoint those persons to hold positions in Adult Education, High School Completion and Community Education. Teachers will be offered an opportunity to bid for these positions, but the final choice is reserved to the Board of Education. All other extra-duty positions in Schedule "B" will be posted and first offered to existing staff personnel represented by the ECEA/CEA. In the event that there are no qualified applicants, then the Board shall be free to employ other persons.

III. The Board and Association shall jointly establish a committee to receive requests for additions to Schedule B. The committee shall make recommendations regarding responsibilities and compensations for new positions. Such recommendations are subject to approval of the Board and Association.

ARTICLE 27  
SCHOOL CALENDAR

- A. The school calendar may not be altered without mutual agreement of both parties. The established calendar may be reopened should state law change regarding student attendance days.
- B. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as (but not inclusive) inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there is no loss of state aid incurred by the School District.
- C. Should state law change regarding student attendance days, such that "Act of God" days need not be rescheduled, both parties agree to revert to the practice in effect prior to the 1985-86 school year; i.e., "Act of God" days not be rescheduled and teachers will not be required to report on snow days. However, if state law creates other requirements in order for the district to receive full state aid, the parties agree to negotiate over the changes necessary for the district to receive full state aid.

(Example: The negotiated calendar calls for 182 instructional days. Under current law the above paragraph means that up to four (4) days which are canceled due to the above reasons need not be rescheduled, because if the district provides 178 days of actual student instruction and count two (2) days as "Act of God" days for state aid purposes, a total of 180 days of student instruction could be counted.)

- D. The District may schedule up to three (3) days during 1994-95 and 1995-96 which shall be designated as voluntary work days, beyond 183 days, for the purpose of school improvement activities. Teachers who report for work on these days shall be compensated at the hourly stipend (specified in Schedule B) for five (5) hours.

1994 - 1995 SCHOOL CALENDAR

183 Teacher Days/180 Student Days

FIRST SEMESTER

August 22 Pre-School Conference - New Teachers  
August 23 Pre-School Conference - New Teachers and teachers  
not previously scheduled for pre-conference  
August 25/26 Voluntary In-Service Days  
August 29/30 Pre-School Conference - All Teachers  
August 31 First Day of School For Students (Full Day)  
September 5 Labor Day - No School  
November 4 End of First Marking Period

November 7, 8, 9 K and Y5's Conferences in AM  
AM K and Y5's do not attend  
PM K and Y5's attend regular PM

November 14 K-8 Conference Planning Day/ 1/2 day PM  
K-8 Students attend AM only  
PM K and Y5's do not attend  
9-12 Students attend all day

November 15 Parent/Teacher Conferences  
K-12 attend in AM only  
PM K and Y5's do not attend  
K-8 conferences 12:30 PM - 3:00 PM  
9-12 conferences 6:00 PM - 8:30 PM

November 16 Parent/Teacher Conferences  
K-8 attend in AM only  
PM K and Y5's do not attend  
K-8 conferences 12:30 PM - 3:00 PM  
9-12 attend all day

November 17 Parent/Teacher Conferences  
K-12 attend in AM only  
PM K and Y5's do not attend  
K-8 conferences 12:30 PM - 3:00 PM  
and 5:30 PM - 8:00 PM  
9-12 conferences 1:00 PM - 3:30 PM  
and 6:00 PM - 8:30 PM

November 18 K-12 attend in AM only  
AM K and Y5's do not attend  
PM K and Y5's attend in AM

November 24 Thanksgiving - No School  
November 25 Thanksgiving Recess - No School  
Dec 19/Jan 2 Christmas Break (Begins at end of day -  
Friday, December 16)

January 3 School Resumes  
January 19 K-12 1/2 day AM, Records Day PM  
AM K and Y5's attend in AM  
PM K and Y5's do not attend  
January 20 K-12 1/2 day AM, Records Day PM  
AM K and Y5's do not attend  
PM K and Y5's attend in AM  
End of First Semester

SECOND SEMESTER

February 20 Winter Break - No School (Snow day make-up if needed)

February 27 Elementary Conference Planning Day/ 1/2 day PM  
K-8 attend in AM only  
PM K and Y5's do not attend

February 28 Parent/Teacher Conferences  
K-12 attend in AM only  
PM K and Y5's do not attend  
K-8 conferences 12:30 PM - 3:00 PM  
9-12 conferences 6:00 PM - 8:30 PM

March 1 Parent/Teacher Conferences  
K-8 attend in AM only  
PM K and Y5's do not attend  
K-8 conferences 12:30 PM - 3:00 PM  
9-12 attend all day

March 2 Parent/Teacher Conferences  
K-8 attend in AM only  
PM K and Y5's do not attend  
K-8 conferences 12:30 PM - 3:00 PM  
and 5:30 PM - 8:00 PM  
9-12 attend all day  
9-12 conferences 6:00 PM - 8:30 PM

March 3 K-12 attend in AM only  
AM K and Y5's do not attend  
PM K and Y5's attend in AM

March 7,8,9 K and Y5's Conferences in AM  
AM K and Y5's do not attend  
PM K and Y5's attend regular PM

March 24 End of Third Marking Period

April 3 - 9 Spring Break - No School

April 10 School Resumes

April 14 Good Friday - No School

April TBA Kindergarten Orientation

April TBA 6th Grade Orientation

May 29 Memorial Day - No School

June 7 K and Y5's Last day of school

June 8 1-12 1/2 day AM, Records Day PM  
1-12 Last day of school

June 9 No school - Teacher Records Day

TBA Open Houses

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



1995 - 1996 SCHOOL CALENDAR

183 Teacher Days/180 Student Days

FIRST SEMESTER

August 21	Pre-School Conference - New Teachers
August 22	Pre-School Conference - New Teachers and teachers not previously scheduled for pre-conference
August 24/25	Voluntary In-Service Days
August 28/29	Pre-School Conference - All Teachers
August 30	First Day of School For Students (Full Day)
September 4	Labor Day - No School
November 3	End of First Marking Period
November 7	K-8 Conference Planning Day/ 1/2 day PM K-8 Students attend AM only AM K and Y5's attend regular AM PM K and Y5's do not attend 9-12 Students attend all day
November 8	Parent/Teacher Conferences K-12 attend in AM only AM K and Y5's attend regular AM PM K and Y5's do not attend K-12 conferences 12:30 PM - 3:30 PM and 5:00 PM - 8:30 PM
November 9	Parent/Teacher Conferences K-12 attend in AM only AM K and Y5's attend regular AM PM K and Y5's do not attend K-12 conferences 5:00 PM - 8:30 PM
November 10	K-12 attend in AM only PM K and Y5's do not attend
November 13,14,15	K and Y5's Conferences in AM AM K and Y5's do not attend PM K and Y5's attend regular PM
November 23	Thanksgiving - No School
November 24	Thanksgiving Recess - No School
Dec 20-Jan 2	Christmas Break (Begins at end of day - Tuesday, December 19)
January 3	School Resumes
January 18	K-12 1/2 day AM, Records Day PM AM K and Y5's attend in AM PM K and Y5's do not attend
January 19	K-12 1/2 day AM, Records Day PM AM K and Y5's do not attend PM K and Y5's attend in AM End of First Semester

SECOND SEMESTER

February 16 Winter Break - No School (Snow day make-up if needed)  
February 19 Winter Break - No School (Snow day make-up if needed)

March 5 Elementary Conference Planning Day/ 1/2 day PM  
K-8 Students attend AM only  
AM K and Y5's attend regular AM  
PM K and Y5's do not attend  
9-12 attend all day

March 6 Parent/Teacher Conferences  
K-12 attend in AM only  
AM K and Y5's attend regular AM  
PM K and Y5's do not attend  
K-12 conferences 12:30 PM - 4:00 PM  
or 5:00 PM - 8:30 PM

March 7 Parent/Teacher Conferences  
K-12 attend in AM only  
AM K and Y5's attend regular AM  
PM K and Y5's do not attend  
K-12 conferences 12:30 PM - 3:30 PM  
and 5:00 PM - 8:30 PM

March 8 K-12 attend in AM  
AM K and Y5's attend regular AM  
PM K and Y5's do not attend

March 12,13,14 \* K and Y5's Conferences in AM  
AM K and Y5's do not attend  
PM K and Y5's attend regular PM

March 22 End of Third Marking Period

April 1 - 5 Spring Break - No School  
April 8 School Resumes

April TBA Kindergarten Orientation  
April TBA 6th Grade Orientation

May 27 Memorial Day - No School

June 4 AM K and Y5's Last day of school

June 5 K-12 attend in AM, Records Day PM  
AM K and Y5's do not attend  
PM K and Y5's attend in AM  
K-12 Last day of school

June 6 No school - Teacher Records Day

TBA Open Houses

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

ARTICLE 28

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification and shall continue in effect until the 30th day of June, 1997. Provided, that for the third year of this Agreement (1996-1997) there shall be a reopener of the following items: Article 26 (Schedules A & B); Calendar; Letter of Agreement (School Improvement Time; Elementary Planning/Lunch); two (2) Articles selected by the Board and Association respectively; and Article 23 (Fringe Benefits). This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1995 by the parties:

EATON COUNTY EDUCATION ASSOCIATION

By Barbara J. Schuman  
Its President

By Gail Johnson  
Its Secretary

By Ben Meyer  
Chairperson, Negotiating Team

By Bill Johnston  
Negotiating Committeeperson

By Eric Gough  
Negotiating Committeeperson

CHARLOTTE BOARD OF EDUCATION

By Patricia M. Anderson  
Its President

By William Callahan  
Its Secretary

By Michael D. Bunn  
Member

By Walter Elvick  
Member

By Ernie K. Goppie  
Member

APPENDIX (1) GRIEVANCE FORM

Grievance Number \_\_\_\_\_  
Date of Violation \_\_\_\_\_

School \_\_\_\_\_ School District \_\_\_\_\_

Statement of the Grievance: (attached) \_\_\_\_\_

Remedy Requested: (attached) \_\_\_\_\_

Approved for processing: \_\_\_\_\_  
Signature of CEA Representative

Date: \_\_\_\_\_

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

Principal's Disposition: (attached) \_\_\_\_\_

Date Received: \_\_\_\_\_

Date of Action: \_\_\_\_\_

Association's Response: \_\_\_\_\_

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Principal \_\_\_\_\_

Superintendent's Disposition: (attached) \_\_\_\_\_

Date Received: \_\_\_\_\_

Date of Action: \_\_\_\_\_

Association's Response: \_\_\_\_\_

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date: \_\_\_\_\_

Board's Disposition: (attached) \_\_\_\_\_

Date Received: \_\_\_\_\_  
or next Board meeting

Date of Action: \_\_\_\_\_

Association's Response: \_\_\_\_\_

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Arbitration Indicated \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Board President: \_\_\_\_\_

APPENDIX (2)

CLASSROOM VISITATION

\_\_\_\_\_

Date

\_\_\_\_\_

Teacher

OBSERVATIONS

RECOMMENDATIONS:

\_\_\_\_\_

Administrator Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Teacher Signature

\_\_\_\_\_

Date



APPENDIX (3A)  
 CHARLOTTE PUBLIC SCHOOLS  
 TEACHER EVALUATION REPORT

Teacher \_\_\_\_\_ Date of Conference(s) \_\_\_\_\_ 19 \_\_\_\_\_  
 School \_\_\_\_\_ Grade and Subject \_\_\_\_\_  
 Degrees held \_\_\_\_\_ Administrator \_\_\_\_\_  
 (Signature)

A. PROFESSIONAL HISTORY:

CERTIFICATION

Provisional \_\_\_\_\_  
 Special \_\_\_\_\_  
 Permanent \_\_\_\_\_

DISTRICT EXPERIENCE

Years \_\_\_\_\_

TOTAL EXPERIENCE

Years \_\_\_\_\_

OBSERVATION-TIME-DATE

First \_\_\_\_\_  
 Second \_\_\_\_\_  
 Third \_\_\_\_\_

B. RECOMMENDATIONS: (may check more than one)

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

C. ADDITIONAL INFORMATION

White Copy - Teacher  
 Pink Copy - Superintendent  
 Blue Copy - Principal

PRESENT STATUS

First Year Probationary  
 Second Year Probationary  
 Third Year Probationary  
 Tenure

II

UNSATISFACTORY      SATISFACTORY      OUTSTANDING

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

OVERALL RATING

SATISFACTORY

UNSATISFACTORY

III

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

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_  
 Teacher

APPENDIX (3B)  
 CHARLOTTE PUBLIC SCHOOLS  
 TEACHER EVALUATION REPORT  
 ALTERNATIVE METHOD

Teacher \_\_\_\_\_ Date of Conference(s) \_\_\_\_\_ 19 \_\_\_\_\_  
 School \_\_\_\_\_ Grade and Subject \_\_\_\_\_  
 Degrees held \_\_\_\_\_ Administrator \_\_\_\_\_  
 (Signature)

A. PROFESSIONAL HISTORY:

CERTIFICATION

Provisional \_\_\_\_\_  
 Special \_\_\_\_\_  
 Permanent \_\_\_\_\_

DISTRICT EXPERIENCE

Years \_\_\_\_\_

TOTAL EXPERIENCE

Years \_\_\_\_\_

OBSERVATION-TIME-DATE

First \_\_\_\_\_  
 Second \_\_\_\_\_  
 Third \_\_\_\_\_

B. RECOMMENDATIONS: (may check more than one)

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

C. ADDITIONAL INFORMATION

White Copy - Teacher  
 Pink Copy - Superintendent  
 Blue Copy - Principal

PRESENT STATUS

First Year Probationary  
 Second Year Probationary  
 Third Year Probationary  
 Tenure

In lieu of the traditional teacher evaluation as outlined in the Agreement between the Eaton County Education Association and Charlotte Education Association and Charlotte Board of Education, Article 16, Sections A through M, \_\_\_\_\_ has  
 Teacher's Name

chosen to participate in the Alternative Evaluation Method as outlined in Article 16-N. Any written information remains in the possession of the teacher.

A narrative of the method used is attached.

\_\_\_\_\_  
 Teacher's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Coach's Signature

\_\_\_\_\_  
 Date

APPENDIX (4) INTERIM ASSIGNMENT

This interim assignment is made on this

\_\_\_\_\_ day of \_\_\_\_\_,

19 \_\_\_\_, by the Superintendent of Schools for interim employee

Interim employee shall teach in the Charlotte Public Schools for the period commencing \_\_\_\_\_ and terminating

\_\_\_\_\_. Interim employee shall have no expectancy of continued employment after the termination of the aforementioned period of time. The interim employee understands that he/she has been hired only to fill the vacancy as mentioned above.

Interim employee shall receive the following per diem rate of pay:

It is expressly understood that probationary/tenure status in this interim position is specifically withheld, except as required by state law.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Superintendent of Schools

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Interim Employee

APPENDIX (5)

VERIFICATION OF OBSERVATION REPORT DISCUSSION

In accordance with Article 16. F. (2) of the Agreement between ECEA and the Board of Education, this is to verify that discussion of the observation report dated \_\_\_\_\_ was held between the undersigned administrator and teacher on \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Administrator

Date: \_\_\_\_\_

\_\_\_\_\_  
Teacher

Date: \_\_\_\_\_

**LETTER OF AGREEMENT**

*between*

**CHARLOTTE PUBLIC SCHOOLS  
BOARD OF EDUCATION**

*and*

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

This letter of Agreement shall become effective not later than February 21, 1995 and shall expire on June 30, 1996.

1. Elementary teachers in grades 1-5 shall receive an average of one hundred and forty (140) minutes per week of preparation time. Kindergarten and young five teachers shall receive an average of eighty (80) minutes per week, per Kindergarten/Young Five section.
2. The lunch period for K-5 teachers shall be forty (40) minutes, superseding the fifty (50) minute interval specified in Article 11.
3. The provisions of this Letter of Agreement are not intended to bind either the District or the Association beyond the close of the 1995-1996 school year. However, the subject matter of this Letter of Agreement shall be considered as part of the reopener for the third year (1996-1997) of the 1994-1997 collective bargaining agreement.

CHARLOTTE PUBLIC SCHOOLS  
BOARD OF EDUCATION

EATON COUNTY EDUCATION ASSOCIATION  
CHARLOTTE EDUCATION ASSOCIATION

*Pamela M. Anderson*

*Bert Hegar*

Date: 1-9-95

Date: 1-30-95



**LETTER OF AGREEMENT**

**between**

**CHARLOTTE PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**and**

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

This letter of Agreement shall become effective not later than February 21, 1995 and shall expire on June 30, 1996.

The Board and Association declare their continued mutual commitment to school improvement and the enhancement of instructional effectiveness. The parties additionally recognize that an important component of school improvement involves collaboration among teachers and administrators respecting the curriculum, teaching methodology, and related matters.

To facilitate realization of these objectives, the undersigned parties agree as follows:

1. The student day will be extended by five (5) minutes per day beyond the student times specified in Article 11, Paragraph A (4) on Mondays, Tuesdays, Thursdays, and Fridays.
2. On Wednesdays, the high school student dismissal shall be twenty (20) minutes earlier and the elementary/junior high student dismissal shall be twenty-five (25) minutes earlier than the student dismissal times specified in Article 11, Paragraph A (4).
3. Staff meetings, as referenced in Article 18, Paragraph J, shall be conducted on Wednesdays. These staff meetings shall be 85 minutes in length. At the elementary level, these meetings shall commence twenty-five (25) minutes after student dismissal. At the junior high level, these meetings shall commence twenty (20) minutes after student dismissal. At the senior high level, these meetings shall commence ten (10) minutes after student dismissal. The second Wednesday of every month shall be reserved for Association meetings.
4. Staff meeting time shall be utilized for collaborative activities aligned with District and/or building school improvement objectives, subject to the concurrence of the building principal.

5. The parties agree to cooperate in facilitating the implementation of this Letter of Agreement.
6. It is recognized that the schedule changes made here are of an experimental nature and are not intended to bind either the District or the Association to continuation of these terms beyond the close of the 1995-1996 school year. However, the subject matter of this Letter of Agreement shall be considered as part of the reopener for the third year (1996-1997) of the 1994-1997 collective bargaining agreement.
7. This Letter of Agreement shall control over and supersede any contrary or inconsistent terms of the 1994-1996 collective bargaining agreement between the Board and the Association.

CHARLOTTE PUBLIC SCHOOLS  
BOARD OF EDUCATION

EATON COUNTY EDUCATION ASSOCIATION  
CHARLOTTE EDUCATION ASSOCIATION

Daniel M. Anderson

Ben Phlegan

Date: 2-13-95

Date: 2-13-95

LETTER OF AGREEMENT

between

CHARLOTTE PUBLIC SCHOOLS  
BOARD OF EDUCATION

and

EATON COUNTY EDUCATION ASSOCIATION/  
CHARLOTTE EDUCATION ASSOCIATION

Due to the timing of the ratification of a new labor agreement which has resulted in the mid-year creation of two new elementary teaching positions, the Board of Education of the Charlotte Public Schools and the Eaton County Education Association hereby agree to the following:

1. The new Elementary Physical Education position which has been posted on January 27, 1995, shall be awarded to Tom Davis.
2. Mr. Davis' present high school physical education assignment shall be currently posted and awarded in accordance with Article 15 of the collective bargaining agreement. However, the assignment of the successful applicant for that position will not be implemented until the start of the 1995-96 school year.
3. All subsequent vacancies created due to this circumstance will be presently posted and awarded in accordance with Article 15, with implementation of those reassignments or transfers being postponed until the beginning of the 1995-96 school year.
4. Any individuals awarded new assignments due to this Letter of Agreement will have said assignments remain in tact when the assignment process (Article 15, B & C) is initiated and concluded for the 1995-96 school year.
5. This Letter of Agreement shall control over and supersede any contrary or inconsistent terms of the 1994-97 collective bargaining agreement between the Board and the Association.
6. This Letter of Agreement is entered into this 15<sup>th</sup> day of March, 1995 by and between the Board and the Association, whose authorized representatives have affixed their signatures as follows:

CHARLOTTE PUBLIC SCHOOLS

EATON COUNTY EDUCATION ASSOCIATION/  
CHARLOTTE EDUCATION ASSOCIATION  
MEA/NEA

By: Tom Bal

By: Ben Pilegar

Its Supt

Its President, P.V. Chair

By: Leslie Webb

By: \_\_\_\_\_

Its Assoc. Supt for Instruction

Its \_\_\_\_\_

MEMORANDUM OF AGREEMENT  
VOLUNTARY SEVERANCE RETIREMENT PLAN

It is hereby agreed by and between the Board of Education of the Charlotte Public Schools (hereinafter referred to as the "Board") and the Eaton County Education Association (hereinafter referred to as the "Association") as follows:

1. The Voluntary Severance Retirement Plan (VSRP), which is attached as Appendix A and incorporated herein by reference, shall be implemented according to its terms and conditions, as a benefit accessible at the option of those eligible employees in the bargaining unit represented by the Association for voluntary severance and retirement during the term specified in the VSRP.

2. Those eligible employees in the bargaining unit who elect to participate in the VSRP and retire pursuant to the terms of that Plan shall receive only the benefit specified in the VSRP and shall waive and relinquish any and all other terminal benefits to which they would otherwise be entitled upon their retirement according to the terms and provisions of the collective bargaining agreement between the Board and the Association. These benefits shall include (but shall not be limited to) the severance provisions of Article 24 and the retirement provisions of Article 25. It is recognized that the benefits under VSRP exceed the maximum severance benefits available under the collective bargaining agreement.

3. This Memorandum of Agreement, including the terms of the VSRP, (Appendix A, Attachment A and Attachment B) constitute the sole and entire agreement between the Board and the Association regarding the implementation of the VSRP and shall not establish any practice or precedent for the future negotiations or dealings between the Board and the Association.

4. This Memorandum of Agreement is entered into this \_\_\_\_\_ day of January, 1995 by and between the Board and the Association, whose authorized representatives have affixed their signatures as follows:

CHARLOTTE PUBLIC SCHOOLS

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

By Panela M. Anderson

By Ben Phlegan

Its President

Its Co-Chair

By William Callahan

By Bill Johnston

Its Secretary

Its Co-Chair

## APPENDIX A

### CHARLOTTE PUBLIC SCHOOLS

#### VOLUNTARY SEVERANCE RETIREMENT PLAN

This Voluntary Severance Retirement Plan is entered into this \_\_\_\_\_ day of January 1995, by and between the Board of Education of the Charlotte Public Schools (hereinafter "Board"), and the Eaton County Education Association, MEA/NEA, (hereinafter the "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Purpose of Plan.

The purpose of this Plan is to assist eligible members of the Association's bargaining unit who may voluntarily elect severance/retirement. Participation in this Plan is totally voluntary on the part of an eligible employee. In order for this Plan to become effective, there must be a minimum of eight (8) participants.

2. Eligibility.

To be eligible to participate in this Voluntary Severance Retirement Plan, a bargaining unit member must satisfy all of the following requirements:

- A. Completion of twenty (20) or more years of full-time employment with the Board immediately preceding his/her date of severance/retirement at the conclusion of the 1994-1995 school year.
- B. The employee must be employed with the Board on the last work day of the 1994-1995 school year or be on approved leave. The Board may waive this requirement.
- C. The employee must submit a written and executed Resignation and Release form (Appendix A) to the Board in accordance with the terms of this Plan.
- D. The employee must make written application to participate in this Plan not later than the deadline specified in this Plan. Employees shall not be eligible to apply for participation in this Plan after March 31, 1995.

3. Open Window Provision.

Up to and including March 31, 1995, eligible bargaining unit members (as defined above) may make application for participation in the Plan under the following timelines:

- A. The provision and opportunity to apply to participate in this Plan will be an open window of specific time from the date the Board and Association



ratify the Plan until 4:00 p.m. on March 31, 1995. The opportunity to apply for participation in the Plan expires at that time.

- B. Eligible employees who wish to apply for the Voluntary Severance Retirement Plan must submit a signed and fully executed VSRP Application/Retirement (Attachment A) and VSRP Agreement and Waiver/Release of Claims (Attachment B) which are attached hereto and incorporated herein. Said VSRP Application/Retirement and VSRP Agreement and Waiver/Release of Claims must be received at the Superintendent's Office (or postmarked) not later than 4:00 p.m., March 31, 1995. Failure to provide the properly executed VSRP Application/Retirement and/or VSRP Agreement and Waiver/Release of Claims will result in ineligibility and rejection of the bargaining unit member's application for participation in the Plan.

4. Retirement Date.

A bargaining unit member who elects to retire and resign under this Plan shall at the time of application indicate in writing a desired date of separation, to be not later than June 30, 1995. The employee will not be eligible for participation in the Plan unless and until the Board and the employee mutually agree upon a date of separation in the event the employee's application is approved. Once established, the date of separation shall not be altered absent a mutual subsequent written agreement between the Board and the employee.

5. Benefits and Exclusions.

- A. The gross benefit payable to bargaining unit members accepted for participation in the VSRP shall be \$30,000 (Thirty-Thousand Dollars and no Cents). This amount shall be reduced by amounts required to be deducted under local, state, and/or federal law. Payment of this amount shall be made in the gross amount of Fifteen Thousand Dollars on or before October 1, 1995 and an additional Fifteen Thousand Dollars on or before October 1, 1996. The teacher shall designate, in writing, a beneficiary and a contingent beneficiary.
- B. Employees electing to participate in VSRP and who are eligible for participation are not concurrently or otherwise eligible to receive other separation or retirement benefits under the terms of the collective bargaining agreement between the Board and the Association.
- C. In the event the employee, after the last day of employment, applies for and receives Unemployment Compensation or Workers' Compensation benefits attributable to or arising out of the employee's service with the Board, the employee's monetary benefit under this plan shall be reduced in an amount equal to the benefits so received. Should the employee receive Unemployment Compensation or Workers' Compensation benefits subsequent to the employee's receipt of all or any part of such benefit payments, he/she shall reimburse the Board (from the VSRP benefit

received) an amount equal to said benefits, but not to exceed the total amount of the payments the Board provided for under this Plan. If the employee should fail to reimburse the Board upon its request, the Board may enforce this obligation through appropriate civil process.

6. Term of Plan.

This Plan shall be effective beginning on the date it is approved and ratified by both the Board and Association and shall terminate when all benefits have been paid to each eligible employee who was approved for participation in the Plan.

The creation of this opportunity to participate in this Plan is intended by the parties to act as a benefit and one-time opportunity for those employees who elect to voluntarily separate in order to receive benefits under the VSRP. The creation of this opportunity or institution of this Plan shall not in any way bind the parties or their successors to incorporate such feature in any successor collective bargaining agreement or to otherwise perpetuate the conditions outlined herein beyond the above-stated expiration date. This Plan shall not be regarded as an obligation or established working condition beyond the term specified above.

7. Conformity to Law.

If any provision or application of this Plan or Attachments A or B is determined to be invalid or contrary to law by a Court or administrative agency such provision shall be severed (to the extent required by law) but the remaining provisions of the Plan and Attachments A and B shall not thereby be affected unless the severance results in a material change in the benefits or rights under the Plan of any party. In the latter event, the party claiming to be adversely affected shall give prompt notice to the other party and shall negotiate over an appropriate resolution of the matter.

CHARLOTTE PUBLIC SCHOOLS  
BOARD OF EDUCATION

By Pamela N. Anderson

Its President

By William Callahan

Its Secretary

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

By Ben Pilegan

Its Co-Chair

By Bill Johnson

Its Co-Chair

**ATTACHMENT "A"**

**CHARLOTTE PUBLIC SCHOOLS  
VOLUNTARY SEVERANCE RETIREMENT PLAN  
APPLICATION**

I, the undersigned employee, hereby apply to participate in the Voluntary Severance Retirement Plan and request to receive the benefit thereof. I do hereby:

1. Represent that I have examined and read the Voluntary Severance Retirement Plan document and that I understand and knowingly accept its conditions and terms.
2. If accepted for participation in the Plan, I will, at the request of the Board, submit my written resignation for purposes of retirement with a separation date of \_\_\_\_\_, 1995. I further understand that the date of separation is subject to approval by the Board.
3. Agree to execute the Voluntary Severance Retirement Plan Agreement and Waiver/Release of Claims attached hereto and incorporated herein. (Attachment "B")

I hereby acknowledge and state that I have carefully read and fully understand the terms and conditions of the Voluntary Severance Retirement Plan, including Attachments "A" and "B" and I do hereby request to participate therein and receive the benefit thereof. In consideration and exchange therefor, I will tender my voluntary, unconditional and irrevocable resignation from employment with the Charlotte Public Schools for the purpose of retirement according to the terms and conditions of the Voluntary Severance Retirement Plan. This resignation will be provided by me to the Board at the time of approval of my application to participate in the VSRP.

I also agree to execute the Voluntary Severance Retirement Plan Agreement and Waiver/Release of Claims attached hereto and incorporated herein.

I hereby acknowledge and state that I am making this election as an exercise of my own free will and understand that if I were to reject the offer to participate in the Voluntary Severance Retirement Plan, that such rejection would have absolutely no impact or consequence on my current or future employment or status with the Charlotte Public Schools.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Employee Signature)

Accepted by the Charlotte  
Public Schools

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Agreed upon effective date of resignation if  
eligible employee is accepted for Plan  
participation: \_\_\_\_\_, 1995.

Dated: \_\_\_\_\_

\_\_\_\_\_

(Employee Signature)

Dated: \_\_\_\_\_

\_\_\_\_\_

Witness

**ATTACHMENT "B"**

**CHARLOTTE PUBLIC SCHOOLS  
VOLUNTARY SEVERANCE RETIREMENT PLAN  
AGREEMENT AND WAIVER/RELEASE OF CLAIMS**

This Voluntary Severance Retirement Incentive Plan Agreement Waiver/Release of Claims is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by, between and among \_\_\_\_\_ (hereinafter "Employee"), the Board of Education of the Charlotte Public Schools (hereinafter "Board"), and the Eaton County Education Association (hereinafter the "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Employee acknowledges and agrees that he/she has voluntarily elected to participate in the Voluntary Severance Retirement Plan (VSRP) and accepts the benefit and conditions of the VSRP as described therein. Further, Employee acknowledges and agrees that he/she has submitted his/her resignation from employment with the Charlotte Public Schools for the purpose of retirement according to the terms and conditions of the VSRP, voluntarily and that such resignation is irrevocable when accepted by the Board. Further, Employee acknowledges and understand that he/she could have rejected the offer to participate in the VSRP and that such rejection would have had absolutely no impact or consequences upon his/her current or future employment or status with the Charlotte Public Schools.

2. The Board acknowledges and agrees that it shall provide the VSRP benefit to Employee according to the terms and conditions of the VSRP as described therein.

3. Employee acknowledges and agrees that in consideration of an exchange for the VSRP benefit, he/she hereby agrees to discharge, waive and release the Board, including its individual Board members, employees and/or agents and the Association, including its individual members, employees and/or agents from any and all claims, charges, demands and/or causes of action of any kind whatsoever, including those for breach of contract, deprivation of constitutional rights, discrimination with respect to handicap, age, sex, religion, race and/or marital status which may have arisen under the Federal Civil Rights Act and/or Age Discrimination in Employment Act and/or the Michigan Elliott-Larsen Civil Rights Act, personal injuries and/or damages including those for infliction of emotional or mental distress, invasion of privacy, defamation and/or injury to reputation, and any other kind of contractual, legal or equitable claim arising during and from his/her employment with and/or from his/her separation and retirement from the Charlotte Public Schools pursuant to the terms of the VSRP, which Employee has or may presently have against any of them.

4. Employee acknowledges and agrees that he/she has contacted and communicated with the Michigan Public School Employees Retirement System to obtain the necessary information and confirmation of his/her retirement eligibility and benefits and has had the opportunity to seek and obtain information and advice with respect to



his/her retirement eligibility and benefits under the Michigan Public School Employees Retirement System, including the impact and consequences of the VSRP benefit thereon and has determined that the terms and conditions thereof are acceptable and satisfactory to him/her. Employee acknowledges and agrees that the Board, including its individual Board members, administrators, employees and/or agents and the Association, including its individual members, employees and/or agents have not made any representations or provided any advice with regard to his/her eligibility or benefits under the Michigan Public School Employees Retirement System and he/she agrees that he/she will not attempt to hold them responsible with respect to any dispute or controversy which may arise regarding his/her eligibility and/or benefits with the Michigan Public School Employees Retirement System as a result of his/her retirement and the acceptance of the VSRP benefit. This does not affect Employee's right to pursue any such dispute with the Michigan Public School Employees Retirement System.

5. Employee acknowledges and agrees that he/she is solely responsible for any employee tax liability and/or consequences regarding payment of the VSRP benefit and that he/she has had the opportunity to seek and obtain information and advice with respect to the tax liability and/or consequences of the payment of the VSRP benefit. Further, Employee acknowledges and agrees that the Board, including its individual Board members, employees and/or agents, and the Association, including its individual members, employees and/or agents, have not made any representations or provided any advice with regard to his/her tax liability and/or consequences as a result of the payment of the VSRP benefit and agrees that he/she will not attempt to hold them responsible with respect to any tax liability and/or consequences which may arise as a result of the payment of the VSRP benefit to him/her.

6. Employee acknowledges and agrees that he/she has been provided at least forty-five (45) days within which to consider the terms of this Agreement and Waiver/Release and the decision to retire and participate in the VSRP. Further, Employee acknowledges that he/she has a period of seven (7) days following the signing of this Agreement and Waiver/Release within which to revoke this Agreement. If such revocation is made, the Board shall have the right to cancel the employee's VSRP participation.

Any waiver of age discrimination claims shall not become effective or enforceable until the seven (7) day revocation period has expired. Also, this Agreement and Waiver/Release does not waive any age discrimination claims that may arise after the date it is signed.

Further, Employee acknowledges and agrees that he/she has been informed in writing of the employees eligible to participate in the VSRP and any eligibility factors and/or time limits applicable to receive payment of that benefit. Employee acknowledges and agrees that he/she has received written notification of job titles and ages of all individuals eligible or who have elected to receive the VSRP benefit and the ages of any individuals in the bargaining unit who are not eligible for the VSRP benefit.

7. Employee acknowledges that he/she has been advised in writing to consult with an attorney prior to accepting and signing this Agreement and Waiver/Release and that he/she has had a reasonable opportunity to consult with an attorney and/or seek other consultation and advice from others of his/her own choosing with respect to the content and terms of this Agreement and Waiver/Release. Employee represents that he/she has carefully read and fully understands all of the provisions of this Agreement and Waiver/Release which sets forth the entire agreement between the parties hereto. Employee further agrees that he/she has not relied upon any representation or statement, written or oral, not set forth in this document. Further, Employee represents that he/she has entered into this Agreement and Waiver/Release and has submitted his/her resignation pursuant to the VSRP voluntarily and has not been subject to any duress, intimidation or coercion with respect thereto by the Board, including its individual Board members, administrators, employees and/or agents, nor by the Association, including its individual members, employees and/or agents.

8. Employee acknowledges that no other representations have been made to him/her regarding the availability, unavailability, level or character of retirement or severance benefits which may or may not be available in the future to employees of the Board in the bargaining unit represented by the Association. Employee affirms that the terms of the VSRP represent good and valuable consideration for his/her resignation of employment and tenure rights, irrespective of any separation or retirement incentive benefits which may become available in the future to members of the bargaining unit represented by the Association. Employee recognizes that increased, different or reduced benefits and/or additional programs of the same character as VSRP may be made available through the process of collective bargaining between the District and the Association and expressly disclaims any reliance or representations to the contrary.

9. Employee and the Association expressly and knowingly waive and relinquish employee's receipt of any retirement incentive termination, and/or severance benefits as may be provided in the collective bargaining agreement, it being recognized that the amount of benefit payable to employee under the VSRP exceeds said amounts and shall be regarded as inclusive of same. These benefits shall include, but shall not be limited to, those provided in Articles 24 and 25 of the collective bargaining agreement.

Your signature on this Agreement and Attachment "A" results in a resignation from and termination of your employment at Charlotte Public Schools, and therefore necessarily contains releases and waiver of rights you would otherwise be entitled to, primarily your tenure and employment contract rights. You are hereby encouraged to carefully read this document to take them home for review before signing, if you wish, and to have them reviewed by your attorney before signing. Your participation in the VSRP (provided you satisfy the VSRP eligibility criteria) is at your option, at your sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require you to sign this Agreement. If anyone has made any statements to you which you interpret as directly, indirectly or "constructively" requiring you or encouraging you to sign this Agreement, you should not rely on such statements, since they do not constitute the position of Charlotte Public Schools.

If anyone has made statements or representations to you regarding your retirement benefits or conditions, which are inconsistent with or additional to the terms of the VSRP, you should not rely on such statements or representations in deciding whether or not to participate in VSRP.

This Agreement and Waiver/Release of Claims is entered into by me this \_\_\_\_ day of \_\_\_\_\_, 1995, by and between the Board and the Employee who have affixed their signatures as follows:

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS!

READ CAREFULLY AND COMPLETELY BEFORE SIGNING!

EMPLOYEE

_____ Employee Signature	_____ Date	_____ Beneficiary	_____ Date
_____ Employee Name	_____ Date	_____ Contingent Beneficiary	_____ Date

\_\_\_\_\_  
Employee Social Security No.

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF             )

On this \_\_\_\_ day of \_\_\_\_\_, 1995, before me personally appeared \_\_\_\_\_ who being duly sworn says, he/she is the person(s) described herein and who executed the foregoing instrument for the purpose therein stated and acknowledged the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County, Michigan  
My Commission expires:

BOARD OF EDUCATION  
CHARLOTTE PUBLIC SCHOOLS

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

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_





