

AGREEMENT

between

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

and

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

July 1, 2012 – June 30, 2014

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	1
ARTICLE 2	AGENCY SHOP AND PAYROLL DEDUCTIONS	2
ARTICLE 3	ADMINISTRATIVE RIGHTS	4
ARTICLE 4	ASSOCIATION AND TEACHER RIGHTS	5
ARTICLE 5	PROFESSIONAL COMPENSATION	6
ARTICLE 6	PAID LEAVES	12
ARTICLE 7	UNPAID LEAVES	16
ARTICLE 8	JOB SHARING.....	18
ARTICLE 9	NEGOTIATION PROCEDURES	19
ARTICLE 10	GRIEVANCE PROCEDURES	20
ARTICLE 11	TEACHING HOURS	23
ARTICLE 12	TEACHING LOADS AND ASSIGNMENTS	25
ARTICLE 13	SPECIAL AND STUDENT TEACHING ASSIGNMENT	26
ARTICLE 14	TEACHING CONDITIONS.....	27
ARTICLE 15	PROTECTION OF TEACHERS	28
ARTICLE 16	MISCELLANEOUS PROVISION	29
ARTICLE 17	PROFESSIONAL IMPROVEMENT	32
ARTICLE 18	CURRICULUM COUNCIL	33
ARTICLE 19	PROFESSIONAL BEHAVIOR.....	34
ARTICLE 20	SENIORITY	34
ARTICLE 21	FRINGE BENEFITS	36
ARTICLE 22	SALARIES - SCHEDULE A/SCHEDULE A-1	40
	EXTRA DUTY PAY - SCHEDULE B	42
ARTICLE 23	SCHOOL CALENDARS: 2012-2013 and 2013-2014	46

ARTICLE 24	MENTOR TEACHERS	49
ARTICLE 25	DURATION OF AGREEMENT	50
APPENDIX (1) - GRIEVANCE FORM.....		51
LETTER OF AGREEMENT - ATHLETIC PROGRAM STAFF REDUCTIONS		52
LETTER OF AGREEMENT – HIGH SCHOOL IMPROVEMENT TEAM MEMBERS		53
LETTER OF AGREEMENT – YOUTH FACILITY/DAY TREATMENT/JAIL PROGRAMS		54
LETTER OF AGREEMENT – EXTRA DUTY – SCHEDULE B		56

AGREEMENT

between

EATON COUNTY EDUCATION ASSOCIATION

and

CHARLOTTE BOARD OF EDUCATION

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

WITNESSETH

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

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

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

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

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

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining and/or negotiating representative, as defined in Act 379, Public Acts of 1965 as amended, for all certified professional personnel under contract of tenure or probationary status on a full or regular part-time basis or on leave. The bargaining unit shall include classroom teachers, contracted substitute teachers, guidance counselors, librarians, speech and hearing therapists, nurses, psychologists, visiting teachers, advising or critic teachers, teachers of the homebound or hospitalized, teachers of special education, attendance officers, social workers, cooperative education teachers, agricultural teachers, department chairpersons, and any other positions requiring degree-holding and certificated personnel, employed or to be employed by the Board, whether or not assigned to a public school building, but excluding: aides, community school program personnel (basic education program, recreation, high school completion, adult enrichment, etc.), substitute teachers, and supervisory and executive personnel within the meaning of PERA. Both parties shall agree in advance as to whether newly created positions are within the bargaining unit.

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

ARTICLE 2

AGENCY SHOP AND PAYROLL DEDUCTIONS

- A. In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
 - 1. Association Members Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
 - 2. Service Fee Payers Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative (with the exception of proceedings before the Michigan Employment Relations Commission) and contractual procedures shall be barred.
- B. In the event the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCL 408.477, and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below:
 - 1. The procedure in all cases of non-payment of the Service Fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph a. above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the Service Fee to the Association or authorized payroll deduction for same.

- C. Payroll deduction - Upon written authorization by a bargaining unit member or pursuant to paragraph B, the Board will deduct the specified amount of the dues or Service Fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or of the completion of due process procedures in paragraph B above and continuing through the last pay period in June of each year. Moneys so deducted accompanied by a list of teachers from whom the deductions have been made will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.
- D. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated within thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- E. The Association will certify at least annually to the District, the amount of said professional fees and the amount of service fees to be deducted by the District, and that said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

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

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

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

- F. Save Harmless Clause - In the event of legal action against the Board (including each Board member, administrator or other District employee) brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

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

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

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

ARTICLE 3

ADMINISTRATIVE RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation except as expressly provided in this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the right:
 1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal, or demotion; and to promote and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; and
 5. To determine class schedules, hours of instruction, duties, responsibilities, assignments, and the terms and conditions of employment of teachers and other employees with respect to administrative and non-teaching activities.

ARTICLE 4

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States and that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment, as defined by the Master Agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided elsewhere.
- C. The Board specifically recognizes the right of its teachers appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.
- D. The Association and its members have the right to use building facilities for meetings at such hours that do not interfere with the regular program of the school or any other activities that had previously been scheduled and approved by the Board or its representatives.
- E. Office mail boxes and bulletin boards in the teachers' lounges and workrooms shall be made available. This shall not be interpreted to require the District to process any such mail through the District's internal mail system. If the District refuses to process mail under this provision, it shall return the mail to the sending party.
- F. Duly authorized representatives of the Association shall be permitted to transact Association business on school property at all reasonable times provided such does not interfere with or interrupt normal school operations.
- G. The Board agrees to honor reasonable requests for available information concerning the financial resources of the District, agendas and minutes of all school board meetings, and such other information which may be necessary for the Association to bargain collectively and to process any grievances.
- H. The Association shall be duly advised by the Board of fiscal, budgetary, and tax programs affecting the District and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- I. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the

physical and biological world, and other branches of learning, subject to accepted standards of professional responsibility.

- J. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities.
- K. All confidential communications obtained by a teacher in the course of his professional duties with students shall be disclosed only as authorized by law.
- L. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for discrimination with respect to the professional employment of such teacher. 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 22, Schedule "A", which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
 - 1. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, with regular teachers' assignments made on the adopted calendars.
 - 2. Contractual salaries will be paid by one of the following options selected by the teacher:
 - a. 24 equal pay periods.
 - b. 21 equal pay periods.

Teachers shall make a written election between June 15 and August 1 to be paid over either 21 or 24 pays in the next succeeding school year. Once made, that choice shall be irrevocable unless revoked in writing during the above election window for a succeeding school year. Teachers who do not have a written election on file with the business office shall be paid over 21 pays.
 - 3. Effective with the second semester of the 2012-2013 school year, teachers will advance one (1) step (including applicable longevity steps) beyond the step on which they were placed in the 2011-2012 school year. In 2013-2014, teachers will remain on the step (including longevity steps) on which they were placed in the second semester of the 2012-2013 school year.

4. Effective July 1, 1992, academic credit applied to lateral column advancement on Schedule A must be:
 - a. Taken in any class in the teacher's area of assignment, certification or training, or
 - b. Taken in any class involving methodology or teaching techniques designed to enhance the teacher's instructional effectiveness and which is aligned with District or building instructional goals, or
 - c. Taken in any class which may lead to additional certification, endorsement, or re-endorsement, or
 - d. Taken in any graduate level class which does not satisfy any of the above criteria but which has received prior approval from the Superintendent (or designee) due to the benefits of the class to the School District.

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

- e. Twenty-five (25) clock hours of teacher training time [thirty (30) clock hours for teachers hired on or after 9/1/95] will be equated to one semester hour of college credit for purposes of movement to the MA+30 column from the MA+15 column only. Alternatively, six Continuing Education Units (CEUs) will equate to one semester hour of college credit for purposes of movement to the MA+30 column from the MA+15 column only. These conversions shall be applicable if all the following criteria are met:
 1. The training time and content are approved in advance by the Superintendent or designee using the criteria specified in 5 a, b, and d above.
 2. The training time occurs entirely outside of the teacher work day. Provided, that this requirement shall be waived if the teacher reimburses the District for substitute costs incurred due to the teacher's attendance at training for which credit hours will be granted.
 3. The District is not responsible for payment/reimbursement of tuition or enrollment costs.
 4. The hours are completed on or after September 1, 1994. CEUs must have been completed on or after October 1, 2002.

B. A maximum of \$75 per semester hour shall be paid as reimbursement for eligible course work, under the standards described in this paragraph.

1. Teachers shall not be eligible for reimbursement until such time as they have satisfied the then-current hour requirement for continuing certification.

2. In the event the building principal and CEA building representative conclude that a teacher should be reimbursed all or part of any tuition costs, up to the maximum amount specified in paragraph B above, a recommendation to that effect shall be submitted to the Superintendent or his/her designee for approval or disapproval.
 3. It is understood that any tuition reimbursement under this Agreement will only be made for courses which:
 - a. Maintain or improve skills required in the teacher's employment, or
 - b. Meet the requirements (beyond continuing certification) imposed by statute, administrative regulation and this contract for teacher's retention in his/her established employment relationship and status with Charlotte Public Schools.
 4. If the course work for which reimbursement is sought is part of an advanced study program leading to a Master's, Specialist or Doctor's Degree and otherwise satisfies all of the other eligibility standards in this Article, prior approval of the course work by the Superintendent or his/her designee shall not be required.
 5. If the course work for which reimbursement is sought is not undertaken in connection with an advanced study program leading to a Master's, Specialist or Doctor's Degree but otherwise satisfies all other eligibility standards in this Article, prior approval of the course work by the Superintendent or his/her designee shall be required. The decision to approve or disapprove the request for reimbursement shall take into consideration: the academic level of the course work; the relationship of the course to the teacher's current assignment and school curricular needs; the teacher's prior academic training and teaching experience.
 6. Teachers who are eligible for tuition reimbursement shall submit the request by October 15 or April 1 immediately ensuing completion of the course for which tuition reimbursement is sought. The District will then have thirty (30) days to process the request. Reimbursement shall not be made in the event of untimely application by a teacher.
 7. Tuition reimbursement shall be reduced by any amounts the District has paid for seminar or in-service enrollment fees on behalf of the teacher where the teacher seeks to convert those hours to academic credit.
- C. Credit for experience outside the school system shall be evaluated by the Superintendent at the time of hire. Credit may be allowed for up to ten (10) years of satisfactory teaching or other job-related experience.
- D. Subject to the provisions of this Article, credit for experience within the District shall be granted in accordance with the following:
1. For each year of full time (1.0 FTE) teaching experience, an employee shall be credited with an advancement of one (1) step on the schedule.
 2. For each semester of full time (1.0 FTE) teaching experience, an employee shall be credited with an advancement of one-half (1/2) step on the schedule.

3. For each semester of teaching one-half (1/2) (.5 FTE) or more the number of periods in a day, an employee shall be credited with an advancement of one-half (1/2) step on the schedule.
 4. For each two (2) semesters of more than one-half (1/2) (.5 FTE) or more of the number of periods in a day, an employee shall be credited with an advancement of one (1) step on the schedule.
 5. For each two (2) semesters of teaching at least .2 FTE but not more than .5 FTE (based on the number of periods in a day for a full time assignment) an employee shall be credited with advancement of one-half (1/2) step on the salary schedule.
 6. For a teacher who completes sixty (60) days within a semester, he/she will be credited with one-half (1/2) step on the salary schedule.
 7. For a teacher who completes one hundred twenty (120) days within a year (as defined by the approved school calendar), he/she will be credited with one (1) year of credit on the salary schedule.
- E. A new teacher entering the profession after a number of years in business or industry with no previous teaching experience shall start at the base salary depending upon degree(s) held. After the first year of employment he/she shall move up the salary schedule from one (1) to five (5) steps, based on evaluation of his/her teaching performance as determined by the administration. Advancement on the salary schedule, however, shall not exceed the number of years in teaching combined with business or industry service experience.
- F. The regular salary increment occurring during one (1) year of study at a university while on a sabbatical or an educational leave shall be credited to the teacher upon his/her return.
- G. Credit will be given for substitute teaching in the Charlotte Public Schools only, according to the following:
1. If teaching time equals sixty (60) or more full days taught within one (1) school year, the teacher shall be granted one-half (1/2) year experience on the salary schedule.
 2. If teaching time equals one hundred fifty (150) or more full days taught within one (1) school year, the teacher shall be granted one (1) year experience on the salary schedule.
- H. Any former teacher of the Charlotte Public Schools who is re-employed within a period not exceeding five (5) years shall be placed on the salary schedule at the next step above the one on which his/her salary was based when he/she left the District. Previous years of service will not be lost for purposes of determining eligibility for longevity pay, provided the above condition is satisfied. Proper credit will be given for professional advancement should the teacher have advanced to a higher academic degree level since leaving the District. Credit will not be given for less than one-half (1/2) year teaching experience.
- I. Vocational outside work experience approved by the State Department of Vocational Education as acceptable for vocational certification may, at the discretion of the Superintendent, be credited at the rate of one-half (1/2) increment for each year of approved experience to a maximum of ten (10) increments. Any part-time vocationally reimbursable assignments will receive partial increment. No

increments will be allowed for vocational service above the maximum steps of the five (5) educational classifications on the salary schedule. Vocational increments will not be granted to those teachers who choose to no longer teach in a vocational area.

J. Extra-duty pay shall be the percentage of base pay corresponding to the position as listed in Article 22, Schedule "B" which is attached to and incorporated in this Agreement.

1. Seasonal extra-duty contract salaries will be paid, according to the choice of the teacher involved, either in one payment at the conclusion of the appropriate season, or in two payments, the first at approximately the middle of the season and the second at the conclusion of the season.

2. All other extra-duty contract salaries will be paid according to the choice of the teacher involved, either in one payment at the end of the year or commencing with the contract.

K. For extra work the teacher shall be entitled to additional professional compensation. The teacher shall be paid the hourly stipend specified in Schedule B in addition to his/her base salary for all time spent after the regular school day at any parent or student activity or attendance at any educational or civic functions where attendance is not voluntary but required, except attendance at P.T.A., a voluntary club advisorship, open houses, and parent conferences. It is further recognized that the District may request that teachers be compensated for extra work outside of school hours at other than the hourly stipend in Schedule B for the performance of special projects in connection with grants or other programs. The Association shall be notified of the contemplated level of compensation in such instances and final approval shall be subject to mutual agreement of the Association and the Board.

For work compensated at the hourly stipend (e.g. lunchroom monitoring, substituting) the number of minutes worked per session will be rounded up to the nearest tenth of an hour for computation purposes.

For example: a 40 minute work session will be rounded to 42 minutes or $.7 \times \$18.14/\text{hr} = \12.70 .

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

M. Employees required to use personal automobiles for school-related business shall be reimbursed at the rate as approved by the Internal Revenue Service.

N. When a teacher begins his/her second year on Step 11 of the salary schedule he/she shall receive, each year, a longevity salary payment which shall be a factor of 3.0% of Step 11. After eighteen (18) years of professional service with the District, the teacher shall instead, each year, receive a longevity payment which shall be a factor of 5.5% of Step 11.

1. Longevity pay will begin at the time the required years of professional service to the District are reached by a particular employee. For purposes of eligibility for enhanced longevity under ¶ O of this Article, a teacher who has at least ten (10) years of professional service with the District may count as "years of professional service to the District" those years of teaching service outside the District for which the teacher received credit on the salary schedule when initially hired as a teacher at Charlotte Public Schools. For all other longevity

eligibility purposes under this Agreement “years of professional service to the District” means years of actual teaching service, in the Association’s bargaining unit, at Charlotte Public Schools.

2. When longevity starts other than at the beginning of the school year, it will be pro-rated to the number of work days remaining in the school year.
 3. Layoff time will not count toward eligible service for longevity pay.
 4. Leaves which will count toward years of service for longevity eligibility are:
 - a. Personal illness-disability (including maternity). A maximum of one (1) year's leave may be counted, except that if the teacher was granted one (1) or more year(s) of this leave prior to July 1, 1991, all such prior year(s) shall be eligible. In that event, the teacher shall not be permitted to count as eligible years any leave time for this purpose taken subsequent to July 1, 1991.)
 - b. Study.
 - c. Sabbatical.
 - d. Peace Corps.
 - e. Child care. (a maximum of one (1) year's leave may be counted, except that if the teacher was granted one (1) or more year(s) of this leave prior to July 1, 1991, all such prior year(s) shall be eligible. In that event, the teacher shall not be permitted to count as eligible years any leave time for this purpose taken subsequent to July 1, 1991.)
 5. Unpaid leaves not referenced in subparagraph (4) immediately above shall not be counted for longevity eligibility purposes.
 6. Part-time employment will count if enough to count for an increment.
 7. Substitute service will count if eligible for an increment under the standards specified in paragraph G of this Article.
- O. In lieu of receiving a longevity payment under paragraph N above, after eighteen (18) years of professional service with the District, a teacher shall, each year, be eligible to receive a longevity payment which shall be a factor of 6.0% of Step 11, provided the following requirements are satisfied:
1. The teacher must have taken at least five (5) semester hours of acceptable college credit earned during the preceding five (5) years. Such college course work must satisfy the standards for tuition reimbursement set forth in paragraph B of this Article.
 2. If a teacher has attained a Master's degree or BA+30 (or beyond), he/she may satisfy the continuing education requirement by completing a minimum of thirty (30) clock hours of administratively approved training in the area of his/her teaching assignment. These hours must be completed outside the normal work day of the teacher. Payment of enrollment fees

and/or expenses by the District shall not preclude application of those hours, provided that the teacher receives no additional stipend or compensation by virtue of his/her attendance.

3. In addition, if a teacher has attained a Master's degree or BA+30 (or beyond), he/she may satisfy the continuing education requirement by completing a combination of semester hours of acceptable college credit and clock hours of administratively approved teacher training during the preceding five (5) years in the area of his/her teaching assignment.

College course work must satisfy the standards for tuition reimbursement set forth in Paragraph B of this Article. The clock hours must be completed outside the normal work day of the teacher. Payment of enrollment fees and/or expenses by the District for the clock hours of training shall not preclude application of those hours, provided that the teacher receives no additional stipend or compensation by virtue of his/her attendance.

For the purpose of implementing this section only [Article 5 - O (3)], one semester hour of college credit will be equated to six (6) clock hours of teacher training.

4. If a teacher qualifies for receipt of longevity under this provision and thereafter fails to satisfy the continuing education/training requirements, he/she shall no longer be eligible for this enhanced longevity payment but shall receive a longevity payment under Paragraph N of this Article, if the conditions for eligibility are otherwise satisfied.
 5. In order to be eligible to receive an enhanced longevity payment under this provision, the teacher must submit evidence that he/she has completed the continuing education requirements by August 31 for payment effective the first semester and not later than December 31 for prorated payment effective with the beginning of the second semester. Enhanced longevity payments will not be made retroactively where the teacher has not submitted timely verification that the continuing education requirements have been completed.
- P. Teachers who submit a resignation by January 15 for retirement at the end of the school year will receive additional remuneration from the District in the amount of \$3,000 for transitional services rendered under the supervision of their building administrator/immediate supervisor.
- Q. A teacher who accepts an overload instructional assignment on their preparation/conference time shall be compensated for those responsibilities on a pro-rated basis of their Schedule A salary.

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

ARTICLE 6

PAID LEAVES

- A. At the beginning of each school year, each teacher shall be credited with ten (10) days of leave for his own illness or disability.
 1. Such sick leave shall accumulate up to a maximum of one hundred ten (110) days. If a teacher has reached the maximum accumulation at the close of the immediately preceding school year, he shall be credited with ten (10) sick days at the beginning of the next school year, with those days being non-accumulative.

2. A part-time employee shall receive a pro-rated portion of sick leave at the beginning of his contract.
 3. Sick leave shall not be used beyond the elimination period established for receipt of benefits under any long term or short term disability policy covering the teacher. After the elimination period, the teacher may elect to use a pro-rated portion of sick leave to receive the difference between the teacher's regular salary and the amount of disability benefits, with a proportionate deduction made from the teacher's sick leave accumulation.
- B. Leave of absence with pay chargeable against the teacher's sick leave shall be granted, to a maximum of ten (10) days per school year, for the illness in the immediate family. "Immediate family" shall be defined as: father, mother, father-in-law, mother-in-law, spouse, children, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, niece, nephew, grandmother, grandfather, grandchild and others living within the household of the teacher. Five (5) additional leave days, with pay chargeable against the teacher's sick leave days, shall be granted for illness of spouse or child upon the recommendation of the attending physician.
- C. Health appointments shall be charged against the teacher's sick leave.
- D. For purposes of the Family and Medical Leave Act (P.L. 103-3) sick leave allowed and which is taken under this Article shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the teacher. This shall apply to:
1. Sick leave which is utilized pursuant to ¶ B of this Article to care for a family member (child, spouse, or parent) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care.
 2. Sick leave which is utilized pursuant to Sec. A or Sec. E of this Article due to a serious health condition which renders the teacher unable to perform the functions of his/her job.
- E. A crisis sick leave extension is established to cover emergency situations where a teacher faces an extended disability period with an inadequate sick leave accumulation. After receiving written application by a teacher who has exhausted his own sick leave days followed by a ten (10) workday waiting period, the Superintendent may grant a sick leave extension. The criteria for a crisis sick leave extension would be as follows:
1. The individual must first use all accumulated sick leave during which the individual would receive his normal daily rate of pay.
 2. A waiting period of ten (10) working days with no salary must pass before a crisis sick leave extension will be considered.
 3. Upon receiving application for a crisis sick leave extension, the Superintendent may grant approval for extension, with payment at 66 2/3% of an individual's daily rate of pay for a maximum period of forty (40) working days or until the long-term disability insurance coverage begins, whichever is sooner.

- F. Leaves of absence with pay not chargeable against the teacher's sick leave shall be granted for the following reasons:
1. Maximum of five (5) days for a death in the immediate family, as defined above in ¶ B. If extenuating circumstances exist (e.g. distant travel) the teacher may request permission to use up to five (5) additional days, such days to be deductible from the teacher's accumulated sick leave.
 2. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance, if approved by his principal.
 3. Two (2) days per year will be allowed for personal leave. A teacher may accumulate one (1) unused personal leave day so that his/her total allotment of personal leave in a school year will not exceed three (3) days.
 - a. Personal leave, in all cases except unforeseen emergency, requires at least two (2) work days advance notice to the principal or immediate supervisor.
 - b. Personal leave is to be used for reasons that necessitate a teacher's absence. Recognizing the importance of teacher attendance to the educational process, teachers will utilize personal leave in a professionally responsible manner.
 - c. Personal leave days are not to be used the last day before or on the first day after a school holiday, vacation or recess period as designated on the school calendar. Exceptions may be made at the discretion of the Superintendent.
 - d. Part-time employees shall receive a pro-rated portion of personal leave.
 - e. Personal leave days which are not utilized by a teacher in a school year shall be paid to the teacher, by the conclusion of the school fiscal year, at the rate of seventy-five percent (75%) of the current substitute per diem rate for each unused personal leave day. Teachers who give written notice to the District by the last teacher work day may elect to have unused personal leave days credited to their sick leave accumulation.
 4. Absence when a teacher is called for jury duty. Any remuneration received for jury service shall be remitted to the Board.
 5. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever a teacher is subpoenaed to attend any proceeding.
 6. Time necessary to take a physical examination in connection with enlistment in the military.
 7. The Board agrees to provide released time to the C.E.A. equivalent to three (3) days at full pay per year for the purpose of performing its duties. The use of these days shall be at the discretion of the C.E.A. Board of Directors. The C.E.A. must give notice for this request to the Superintendent as early as possible, but in any event no less than three (3) days prior to the requested leave day or days.

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

8. Teachers may take two (2) days to make arrangements for medical or nursing care for a member of their immediate family. Immediate family is defined as in paragraph B of this Article.
- G.
1. Leave pay will be granted for personal illness or injury, personal business and other reasons listed in this Agreement, or for any other reason granted by the Superintendent.
 2. A teacher who is absent because of an injury or disease under the Workers' Disability Compensation Act shall make a written election of one of the following options at the time he/she becomes eligible for workers' compensation benefits:
 - a. The teacher may utilize his/her accumulated sick leave for each day absent provided that he/she reimburses the District for the amount of workers' compensation benefits received for the corresponding pay period. Teachers shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
 - b. The teacher may elect to receive workers' compensation benefits only.
 - c. The teacher may elect to receive the difference between his/her regular salary and the amount received as workers' compensation benefits. Such difference in salary shall be computed on a percentage basis, and this percentage shall be deducted from the teacher's sick leave accumulation. (For example: if workers' compensation pays sixty percent of full pay, sick leave will only pay forty percent and the sick leave accumulation shall be charged .4 of a day for each day so used.) Teachers shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
- H. Teachers who have been employed a minimum of seven (7) years in the Charlotte Public Schools may be granted a sabbatical leave for one (1) year.
1. A teacher, upon return from a sabbatical leave, shall be placed at the same position on the salary schedule as when leave was taken.
 2. 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.
 3. 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 rest with the Board of Education.

4. This paragraph (H) and its subparagraphs are not applicable to leaves of absence which the Board is required to grant under Section 1525 of the Revised School Code. This provision shall not preclude a Master Teacher from making application and being granted a sabbatical leave under Section H paragraphs 1-4 above.

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. Such leave shall not exceed two (2) consecutive years. After the first year of leave, the teacher may only return at the beginning of a semester, unless otherwise approved by the Superintendent. A teacher will be expected to report for work on the first work day following expiration of the leave.
 3. Teachers accessing leave under this Section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence where the need for leave is foreseeable. If the teacher must begin medical treatment sooner, or if the need for leave is not foreseeable, notice shall be given as promptly as is practicable under the circumstances.
 4. The Board has the right to receive medical certification from the teacher's health care provider regarding the necessity for leave taken for a serious health condition under this Section. The teacher will facilitate and cooperate in the furnishing of such information, which shall incorporate responses to the inquiries contained in U.S. Department of Labor FORM WH 380 (or its successor form).
 5. The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the teacher's health provider, the teacher and the Board shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board and the teacher. The cost of this examination shall be paid by the Board.
 6. If the Board has reason to believe that the condition of the teacher has changed, the Board shall have the right to require recertification during the leave period and medical certification of the teacher's fitness to return to duty at the expiration of the leave period.
- B. Leave of absence will be granted up to two (2) years to any teacher who joins the Peace Corps as a full time participant in such program. The regular salary increment occurring during such period shall be allowed.

- C. Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. The regular salary increment occurring during such period shall be allowed if increments have been granted to other teachers during the leave period.
- 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, if increments were paid to actively employed teachers during the leave period.
 - 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, if increments were paid to actively employed teachers during the leave period.
 - 3. Child care leave to commence at the conclusion of a disability leave under Paragraph A of this Article (or, in the case of an adoption, on the date that custody is granted) or to care for a child of the teacher with a serious health condition. Any period of leave after the exhaustion of the rights guaranteed under the Family Medical Leave Act shall be without pay and/or benefits for a period not to exceed one year.
 - 4. An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child (and in order to care for that child) or due to placement for adoption or foster care, as defined by the Family and Medical Leave Act, shall be taken concurrently with the foregoing leave provisions to the extent of the teacher's eligibility under the Family and Medical Leave Act.

Leave taken under this Section in connection with the birth of a child or due to placement for adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.
 - 5. Administrative Internship within the District. The regular salary increment occurring during such period shall be allowed, if increments were paid to actively employed teachers during the leave period.
- 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 taken under the Family and Medical Leave Act, 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. 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 21 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 21, 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.
- 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. Teachers in a shared job assignment shall accrue seniority and salary schedule credit as provided in Section D of Article 5.
- H. In all situations involving job sharing, such assignments would be considered only for teachers who have voluntarily agreed to work together.
- I. Teachers shall be entitled to a pro-rated insurance premium contribution by the Board based on the Board's premium contribution for Option Package 1, prorated for the time worked in relation to the schedule of a full time teacher. The premium contribution is to be applied only to the health insurance premium. In no event shall the Board's total premium contribution for the participants in the job share exceed the Board's premium responsibility for one full time teacher electing Option Package 1. If the teacher does not elect health insurance, he/she shall receive the cash option amount prorated for the time worked in relation to the schedule of a full time teacher. Teachers in a job share shall be responsible for the premium above the pro-rated Board contributed premium amount. Teacher premium contributions will be payroll deducted on a pre-tax basis.
- J. Teachers in a job share shall be obligated to participate in all professional development and one-half of the scheduled staff meetings required of full time teachers, with the exception of the professional development day required to be completed on a non-school session day, outside of regular school hours. On other teacher work days, when students are not in attendance, the teachers in the job share shall work the proportional share of the day. Teachers in a job share shall attend one-half of scheduled parent teacher conferences and the fall Open House unless otherwise specifically approved by the Superintendent (or designee). Paid leave days shall be pro-rated to reflect the part-time status of the teachers in the job share. Planning time (to the extent possible) shall be pro-rated based on the fraction of time in the position.

ARTICLE 9

NEGOTIATION PROCEDURES

- A. Matters that cannot be contemplated by this Agreement, such as governmental acts or acts of God, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The

parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association (subject to the requirements of the Public Employment Relations Act) but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiation or bargaining, subject only to such ultimate ratification.

ARTICLE 10

GRIEVANCE PROCEDURE

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

It is agreed that:

- 1. Both parties shall keep these proceedings as confidential as may be appropriate at each level of the procedure.
 - 2. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants and no reprisals of any kind shall be taken by or against any party of interest in the grievance procedure by reason of such participation.
 - 3. A grievance may be withdrawn at any level without prejudice or record, unless, in the judgment of the Association Representative or Professional Rights and Responsibilities Committee, the grievance affects a group of teachers, in which case the Professional Rights and Responsibilities Committee shall process the grievance at the appropriate level.
- B. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association Representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. The Association will be responsible for the processing of a grievance on behalf of a teacher.
 - C. A claim by any teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. A grievant may invoke the formal grievance procedure on the form set forth in Appendix (1), which is attached to, and incorporated in, this Agreement.

1. The grievance shall be signed by the grievant and approved for processing by a designated Association Representative. The Association may act as grievant in any grievance, upon signature of a designated Association Representative and one or more affected bargaining unit members. Forms shall be available for the Association Representative in each building.
2. A copy of the grievance form shall be delivered to the principal or supervisor within ten (10) work days of the events or omissions forming the basis for the grievance.
3. If a grievance involves Central Office action, or more than one school building, the Association and the Superintendent may agree that the grievance may be filed directly at Level II. This shall not have the effect of extending time limits.

D. LEVEL I

The principal or supervisor shall meet with the Association Representative and grievant to review, discuss and attempt to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing. He/she shall have ten (10) work days, from receipt of the grievance, to convene the above meeting and to indicate his/her disposition in writing. A copy of the disposition will be furnished to the Professional Rights and Responsibilities Committee Chairperson and to the grievant.

For purposes of this Article, a disposition will consist of a written decision to either grant or deny the grievance and/or relief sought by the Association in the grievance.

E. LEVEL II

If the Association is not satisfied with the disposition of the grievance at Level I (or if no disposition was made at Level I within the above time limits), the Association shall transmit the grievance to the Superintendent (or designee), within five (5) work days of the Association's receipt (or due date) of the Level I disposition. The Superintendent (or designee) shall meet with the Association Representative and grievant, to review, discuss and attempt to resolve the grievance. The Superintendent (or designee) shall indicate his/her disposition of the grievance in writing. He/she shall have ten (10) work days, from receipt of the grievance, to convene the above meeting and to indicate his/her disposition in writing. A copy of the disposition will be furnished to the Professional Rights and Responsibilities Chairperson and to the grievant.

F. LEVEL III

If the Association is not satisfied with the disposition of the grievance at Level II (or if no disposition was made at Level II within the above time limits), the Association shall transmit the grievance to the Board Secretary, in care of the Superintendent, within five (5) work days of the Association's receipt (or due date) of the Level II disposition. The Board, or its designee(s), shall hold a hearing on the grievance, or give such other consideration as it shall deem appropriate. The Board, or its designee(s), shall indicate its disposition of the grievance in writing. The Board shall have twenty-five (25) work days within which to convene a hearing, or otherwise consider the grievance, and to indicate its disposition in writing. A copy of such disposition shall be furnished to the Professional Rights and Responsibilities Chairperson and to the grievant.

G. LEVEL IV

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

A copy of the Demand for Arbitration will likewise be submitted to the Board. The Association may accomplish this by delivering a copy of the Demand for Arbitration to the Board Secretary, in care of the Superintendent, within the above-referenced 30 calendar days.

- H. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him.
- I. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.
- J. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be paid by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- K. No decision in any one case shall resurrect or require retroactive adjustment in any other case previously settled or withdrawn.
- L. The arbitrator shall have no power to establish salary scales.
- M. The arbitrator shall have no power to rule on any of the following:
1. The termination of services of or failure to re-employ any probationary teacher.
 2. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended).
 3. The content of the evaluation of the teacher is not subject to the arbitration provision (Level IV) of the grievance procedure.
 4. Non-renewal of a teacher in an extra-duty position.
- N. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation or advantage. The same or its equivalent in money shall be paid to him.
- O. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- P. The term "work days", as used in this Article, shall refer to those days when the Districts' central administrative offices are open.

- Q. By mutual agreement Expedited Arbitration may be used in Level IV of the grievance procedure. Rules of the American Arbitration Association for Expedited Labor Arbitration would be used.

ARTICLE 11

TEACHING HOURS

- A. The teacher's normal day shall be seven (7) hours and fifteen (15) minutes, unless permission is granted by the principal to leave earlier. Professional development half-days shall be three (3) hours and thirty (30) minutes with the start time to be determined by the building administrator. On Fridays and days preceding holiday's teachers may leave ten (10) minutes after student dismissal. In the event teachers deviate from established hours, the Association encourages principals to take positive action in eliminating the deviation.

1. Teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty-five (35) minutes.
2. Recess assignments for K-3 elementary teachers will be rotated, as is the present practice, so that each teacher will be provided with relief time. This provision expires June 29, 2013.

Effective June 29, 2013 in grades K-3 an elementary recess, not to exceed thirty (30) minutes per day (inclusive of all transition time), shall be scheduled at a time determined by the classroom teacher on four (4) instructional days per week [or four (4) of every five (5) instructional days]. Provided, that the time the teacher selects for recess must enable the District to count that interval as "instructional" time under the State School Aid Act and the Michigan Department of Education Pupil Accounting standards. One teacher may supervise two (2) classrooms at recess.

On one (1) day per week [or one (1) day in every five (5) instructional days] there will be a common or school-wide K-3 recess time, not to exceed thirty (30) minutes (inclusive of all transition time). Supervision for this recess will be provided, first, by those bargaining unit members with teacher certification who do not have a regular classroom assignment and who are otherwise available during that time. If sufficient supervision cannot be attained in that manner, it will be provided on a rotating basis by K-3 classroom teachers.

Elementary teachers in grades 4-5 (4-6 effective June 29, 2013) will have one optional twenty (20) minute recess per day, supervised by the classroom teacher. If a teacher elects to have recess, the time selected must enable the District to count that interval as "instructional" time under the State School Aid Act and the Michigan Department of Education Pupil Accounting standards. One teacher may supervise (2) classrooms at recess. If a teacher opts not to have recess, he/she shall provide instruction to students during that interval.

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 (K-3)..... 9:00 a.m. to 4:00 p.m.
 Upper Elementary (4-5) (4-6 effective June 29, 2013)..... 8:45 a.m. to 3:45 p.m.

Middle School (6-8) (7-8 effective June 29, 2013).....7:35 a.m. to 2:40 p.m.
Senior High School (9-12).....7:35 a.m. to 2:40 p.m.

The above beginning and ending times may be adjusted by up to ten (10) minutes so long as the length of the student day, as outlined above, is not thereby increased. Any adjustments shall not result in increased student-teacher contact time. All half-days of K-8 student instruction shall be three (3) hours unless more time is required in order to comply with the State School Aid Act. On half-days, 9-12 teachers will cooperate with the administration in the supervision of students prior to arrival of buses.

5. When an elementary special subjects teachers must travel between District facilities during their work day, there shall be a period of not less than twenty (20) minutes allocated for that purpose.
6. Teachers will attend the open house of their assigned building. Specialists who travel to more than one building will attend the open house at one building, as designated by the administration. Elementary and middle school open houses will be one (1) hour in length. The high school open house will be two (2) hours in length.
7. Conference schedules will be as follows:

High School: (2 nights, 2.5 hours and 2 nights, 2 hours) OR

October: 1 night from 5:00 – 7:30
December: 1 night from 5:00 – 7:00
February: 1 night from 5:00 – 7:30
May: 1 night from 5:00 – 7:00

Middle School: (5 nights)

October-November: 2 nights (5:00-7:30)
February: 2 nights (5:00-7:30)
April: 1 night (5:00-7:00)

Elementary: (4 nights, 3 hours each) OR

November: 2 nights 5:00 – 8:00
March: 2 nights 5:00 – 8:00

8. High school staff members will attend graduation. There will be no mileage or travel reimbursement for this event.
- B. The parties recognize that the hours of student contact time are subject to adjustment so that the District satisfies all requirements of the Revised School Code and State School Aid Act for full receipt of foundation allowances and other appropriations.

The student day and teacher work day, as set forth in this Agreement, have been structured in anticipation of the number of required instructional hours to receive full foundation allowances and other appropriations, as required under Section 1284 of the Revised School Code and under corresponding provisions of the State School Aid Act. Additionally, in developing the student day and teacher work day the parties have relied on their interpretation of Section 101 (10) of the State School Aid Act that hours of professional development may be counted as hours of pupil instruction. If adjustments to the student day and/or teacher work day are necessary to meet instructional hour's

requirements, the impact of any such adjustments will be reviewed with the Association prior to implementation.

ARTICLE 12

TEACHING LOADS AND ASSIGNMENTS

- A.
 - 1. The normal weekly teaching load in the senior high school (grades 9-12) will consist of not more than 1525 minutes.
 - 2. The normal weekly teaching load in the middle school (grades 6-8) (7-8 effective June 29, 2013) will consist of not more than 1525 minutes.
- B. The normal weekly teaching load in the elementary schools (grades K-5) (K-6 effective June 29, 2013) may be less than that of the senior high school due to the necessity of accommodating bus transportation. Recess periods and the kindergarten schedules are to be set cooperatively by the teacher and by the principal, but in no event will the length of the day be increased from that specified in Article 11.
- C. During the time a teacher is not scheduled for a class, it will not be necessary for him to remain at his station, but he must be available unless given permission to leave early as provided in Article 11-A.
- D. "Conference shift time", as designated on the school calendar, shall be used by K-12 teachers for: parent/teacher conference preparation; to conduct parent/teacher conferences; or as released time for those teachers who have completed those responsibilities.
- E. Elementary teachers shall be allowed as preparation/conference time those periods when students are receiving instruction in special classes (e.g. physical education, music). These scheduled times shall be 225 minutes per week (45 minutes of which will be dedicated to professional learning communities) in grades K-5 (K-6 effective June 29, 2013), based on a regular five (5) day student instructional work week and shall be in addition to recess and scheduled times before and after school.
- F. **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.

G. DEPARTMENT CHAIRPERSONS

1. Any school department may have a department chairperson who shall be appointed by the principal and approved by the Board. It is understood the department chairpersons are primarily classroom teachers but are given the additional task of assisting other teachers. At no time are department chairpersons considered supervisory personnel nor appointed without compensation.
2. Each department chair person will be appointed for a term not to exceed two (2) years. At this time, his appointment may be renewed for another two (2) years, or a new department chairperson will be appointed.
3. The duties of department chairpersons shall be outlined by the administration.

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

ARTICLE 13

SPECIAL AND STUDENT TEACHING ASSIGNMENT

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

ARTICLE 14

TEACHING CONDITIONS

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

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

1. Elementary (K-5) (K-6 effective June 29, 2013)

Grades K-3Maximum: 25
Absolute Maximum: 29

If a K-3 class has 26 students, the teacher will be compensated Sixteen Dollars (\$16) per day (total); if 27 students, the teacher will instead be compensated Twenty Dollars (\$20) per day (total); if 28 students, the teacher will instead be compensated Twenty-Two Dollars (\$22) per day (total); if 29 students, the teacher will instead be compensated Twenty-Four Dollars (\$24) per day (total).

Grades 4-5 (4-6 effective June 29, 2013).....Maximum: 30
Absolute Maximum: 32

If a 4-5 (4-6 effective June 29, 2013) class has 31 students, the teacher will be compensated Sixteen Dollars (\$16) per day (total); if 32 students, the teacher will instead be compensated Twenty Dollars (\$20) per day.

Elementary (K-5) (K-6 effective June 29, 2013) special subjects teachers who instruct classes in excess of the above limits will be paid One Hundred Twenty-Five Dollars (\$125) per semester for each overload class. In order to be eligible for an overload payment under this provision, the class instructed by the special subjects teacher must exceed the above limits for twenty (20) or more school days during a semester.

At the Elementary (K-5) (K-6 effective June 29, 2013) level, in order to be counted for overload purposes, a student must be in the teacher's classroom an average of two (2) hours or more in an instructional day.

2. Secondary (6-12) (7-12 effective June 29, 2013)

Grades (7-12 effective June 29, 2013).....Maximum 32
Absolute Maximum: 34

If a 6-12 (7-12 effective June 29, 2013) class has 33 students, the teacher will be compensated a pro-rated amount based on Sixteen Dollars (\$16) per day divided by the number of class sections; if a 6-12 (7-12 effective June 29, 2013) class has 34 students, compensation will instead be based on Twenty Dollars (\$20) per day divided by the number of class sections.

At the secondary (6-12) (7-12 effective June 29, 2013) level, the above class size limitations do not apply to traditional large group instruction formats (i.e. physical education, choir, band).

The Board shall be free to make such adjustments as it deems necessary in the event of any contingencies which adversely affect the ongoing financial stability of the District.

- C. 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.
- D. 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.
- E. 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.
- F. Telephone facilities shall be made available to teachers for their reasonable use.
- G. 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

PROTECTION OF TEACHERS

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

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

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

The Board will determine whether or not it will report the incident to law enforcement authorities and will inform the teacher whether or not such a report has been made. If requested by the teacher, the Board shall assist the teacher in contacting law enforcement authorities regarding the incident.

- C. Time lost by a teacher in connection with any assault incident mentioned in paragraph B of this Article shall not be charged against the teacher, provided that the teacher is not responsible for the incident.
- D. If in the performance of regular or assigned teaching duties a teacher, without negligence on his part, shall suffer damage to his clothing or other personal property including vehicles parked in designated areas to the extent of \$50.00 but not more than \$200.00, the Board shall make reimbursement. The Board may require subrogation, assignment and full cooperation by such teacher in seeking recovery from any party responsible for said loss. The District shall not be obligated to make reimbursement for losses covered by insurance policies held by the District and/or teacher. All claims submitted by the teacher shall contain proof of valuation or damage.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- F. Each teacher shall have the right, upon request to the Superintendent, to review the contents of his personnel file. An Association representative may be in attendance.
- G. A teacher may ask an Association Representative to be present any time a teacher is asked to meet with an Administrator where the nature of the meeting is such that the teacher could reasonably anticipate that disciplinary action could eventuate from the meeting.

ARTICLE 16

MISCELLANEOUS PROVISIONS

- A. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number to call before 6:30 AM to report unavailability for work, except where an emergency or unforeseen event prevents the teacher from calling by that time. In such circumstances, teachers shall call as soon as possible. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

In case of emergency or in some situations which would serve the interests of the Association and the Board, a teacher may substitute for another teacher for a class period or a portion thereof as a professional courtesy. In situations where the teacher's absence will be charged against a leave, the substituting teacher shall receive the hourly stipend upon completion of the appropriate form in the office.

- C. The professional staff, administrators and the Board endorsed the concepts of the Policies and Standards for the Approval of Secondary Schools by the North Central Association of Colleges and Schools.
- D. Teachers employed full time by the District shall be allowed to do work outside of their contractual obligations provided that such work does not interfere with their duties and efficiency in the school system.
- E. If required by state law or regulation, all teachers shall have the result of their tuberculin tests recorded with the Superintendent when they are hired and thereafter in compliance with State administrative rules. The Board will attempt to schedule the mobile x-ray unit in Charlotte for this purpose.
- F. The Superintendent may request that any teacher have a physical or mental examination when he feels the interests of the staff and the students are jeopardized. The cost of the physical or mental exam shall be paid by the Board.
- G. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- H. Copies of this Agreement shall be printed in booklet form at the mutual expense of the Board and the Charlotte Education Association and presented to all teachers now employed or hereafter employed by the Board.
- I. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- J. The Board and Association declare their continued mutual commitment to school improvement, professional development, and the enhancement of instructional effectiveness. The parties additionally recognize that an important component of both school improvement and professional development involves collaboration among teachers and administrators respecting the curriculum, teaching methodology and related matters.
 - 1. Wednesdays are to be kept open by all teachers for Quality Block Time meetings. On Wednesdays, dismissal times shall be twenty-five (25) minutes earlier than the High School student dismissal times and thirty-five (35) minutes earlier than the Middle School dismissal time, as set forth in Article 11-A-4.

2. QBT shall be utilized for collaborative activities, including professional development, aligned with District and/or building school improvement objectives, subject to the concurrence of the building principal.

QBT meetings which are dedicated to professional development shall be of sufficient frequency and duration to comply with the professional development requirements established in Section 1527 of the Revised School Code, when considered in conjunction with professional development time that is scheduled within the school calendar.

Professional development meetings are designed to comply (subject to concurrence of the Michigan Department of Education) with the requirements of Section 1527 of the Revised School Code (or its successor provision) as well as Section 101(10) of the State School Aid Act and shall be utilized for ongoing curriculum development, Professional Learning Communities, school improvement and other activities aligned with improving instruction and enhancing student achievement.

3. QBT which is scheduled after school (in grades 6-12) (7-12 effective June 29, 2013) shall be eighty-five (85) minutes in length and shall not commence until fifteen (15) minutes after student dismissal.

QBT in grades K-5 (K-6 effective June 29, 2013) shall be scheduled by school improvement teams after consulting with staff, and subject to concurrence of the building principal. QBT which is scheduled prior to or after the student day at the elementary level (K-5) (K-6 effective June 29, 2013) shall be not less than sixty (60) minutes in length and shall not commence until fifteen (15) minutes after student dismissal when conducted after school.

4. Where QBT is scheduled after school, the purpose of those meetings shall be rotated (every four Wednesdays) as follows: the first Wednesday in the sequence shall be for staff meetings; the second Wednesday will be reserved for professional (i.e. Association) meetings; and the third Wednesday will be reserved for professional development meetings.

The fourth Wednesday shall be reserved for teacher planning time.

Notwithstanding the above or the provisions of ¶J(5) below, where QBT is scheduled to occur in segments of sixty (60) minutes at the K-5 (K-6 effective June 29, 2013) level, there shall be nine (9) Wednesdays dedicated to professional development. Where such QBT meetings occur after school at the K-5 (K-6 effective June 29, 2013) level, those meetings will first be scheduled on Wednesdays designated for professional development. If that number of Wednesdays after school is not sufficient, the additional required QBT will be scheduled on Wednesdays designated for staff meetings or staff planning.

5. In an effort to make the number of QBT meetings as equal as possible, the Wednesday meetings shall be apportioned as follows:

In school years where there are thirty-five (35) Wednesdays, the schedule will be: eight (8) meetings for staff meetings; nine (9) meetings for professional Association meetings; nine (9) meetings for teacher planning time; and nine (9) meetings for professional development meetings.

In school years where there are thirty-six (36) Wednesdays, the schedule will be: nine (9) meetings for staff meetings; nine (9) meetings for professional Association meetings; nine (9) meetings for teacher planning time; and nine (9) meetings for professional development meetings.

In school years where there are thirty-seven (37) Wednesdays, the apportionment will be: nine (9) meetings for staff meetings; nine (9) meetings for professional Association meetings; ten (10) meetings for teacher planning time; and nine (9) meetings for professional development meetings.

During the months of parent-teacher conferences, the professional Association meetings will not be held and will not be rescheduled. However, the rotation specified in ¶J (4) above shall continue as if these meetings had occurred.

- K. Teachers of the Charlotte Schools are encouraged to become residents of the community.
- L. An administrator or a person authorized by the administrator (principal) will be present at all high school night dances in the event the teacher recognizes the need for an additional person. The principal will furnish that person.
- M. The parties shall periodically meet to review the Agreement.
- N. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify or terminate this Agreement as provided in that enactment.

ARTICLE 17

PROFESSIONAL IMPROVEMENT

- A. Each teacher in the school system must continue to improve professionally. Professional development programs will be provided cooperatively by the administration, School Board and faculty.
- B. Professional development shall be structured to satisfy the requirements of Section 1527 of the Revised School Code, as well as the standards set forth in Section 101(10) of the State School Aid Act. All teachers are required to attend the professional development referenced in Article 16 of this Agreement, as well as any professional development days designated on the school calendar.

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

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

However, in the event that a teacher's pattern of absence causes the administration to reasonably suspect that the teacher may be seeking to avoid participation in otherwise required professional development activities, the administration shall convene a meeting with the teacher (and Association, if requested by the teacher) to investigate and discuss that concern.
- I. Where a teacher is absent, with prior administrative approval, from professional development (at times specified in Article 16 of this Agreement and as designated on the School Calendar) because the teacher has a conflicting commitment (i.e., scheduled competition or league event) for the performance of other duties for Charlotte Public Schools which are compensated on Schedule B of the Agreement, that teacher shall be responsible for checking with his/her building administrator, or (his/her designee), regarding the content of the professional development missed.

ARTICLE 18

CURRICULUM COUNCIL

- A. A Curriculum Council of twelve (12) voting members shall be formed, composed of the following representatives:
 - 1. One (1) teacher from each of the District's buildings, to be selected by the staff from each building.
 - 2. Three (3) building administrators (one from each educational level) to be selected by the Superintendent or designee.

3. The Special Education Director.
 4. The Superintendent or a central office administrator designated by the Superintendent.
 5. One (1) Board of Education trustee, to be selected by the Board.
- B. The Curriculum Council shall function within the framework of its Guidelines, which the Council shall review at least annually.

ARTICLE 19

PROFESSIONAL BEHAVIOR

- A. The Board recognizes that the Code of Ethics of the Educational Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

ARTICLE 20

SENIORITY

- A. 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.

B. Unpaid leaves of absence shall not add to a bargaining unit member's seniority 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 20 ¶D, or military leave, shall be considered as service with the employer and seniority shall continue to accrue.
2. Time spent on unpaid leave of absence shall result in an adjustment of the bargaining unit member's seniority date according to the following formula:

Number of days on leave

Number of days in school year x

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.

C. It is the responsibility of each teacher in this bargaining unit to have on file at the central human resources office a current teacher's certificate. It is further the responsibility of each teacher to make certain that the teaching certificate on file at the central personnel office contains the proper and complete teaching endorsements that the teacher is entitled to. It is also the responsibility of each teacher to make sure a statement of his/her "qualifications" as defined in this Article is on file at the central human resources office.

1. It is the responsibility of the teacher, whether on layoff or employed, who received or is entitled to additional endorsement on his teaching certificate, or who has enhanced qualifications as defined in this Article, to take all necessary steps to have his teaching certificate and credentials updated at the central personnel office. If a teacher anticipates renewing an expiring certificate or attaining additional certification or qualifications by June 30, he/she shall provide written notice to the human resources office by February 1, together with institutional verification of the teacher's progress toward the attainment(s) and that the attainment(s) will occur on or before June 30. If these requirements are satisfied, the teacher

will be considered certified and qualified for those areas for purposes of staff assignments and reduction that are made on or before June 30 for the ensuing school year.

- D. 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. 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.

ARTICLE 21

FRINGE BENEFITS

The Board of Education, for a twelve month period (September 1 - August 31) during each year of this Agreement, shall make premium contributions, specified below, on behalf of employees (and eligible dependents) for one of the following option packages. The employee shall elect one of the following option packages during September and the decision shall be irrevocable for that school year, unless compelling family change necessitates change. The election shall be made in conjunction with the Section 125/Flexible Benefits Plan developed and administered by the Board.

A. Option Package 1

The Board's premium contribution shall not exceed \$1,168.41 per month up to and including December 31, 2012. Teachers enrolled in Option Package 1 shall have an additional amount of \$34.50 per pay deducted over four (4) payrolls in November-December, 2012.

1. The Board's contribution (including premium and deductible) shall not exceed the following amounts per month (effective January 1, 2013):

	<u>Effective January 1, 2013</u>	<u>Effective July 1, 2013</u>
Single:	\$ 458.33	\$ 474.33
Two Person:	\$ 916.66	\$ 948.75
Family	\$1,250	\$1,293.75

2. Any premium amounts required to maintain coverage in excess of the Board monthly contributions specified above for Plan A shall be the responsibility of the bargaining unit member and shall be payroll deducted from the wages of that individual.

It is acknowledged that the monthly amount contributed by the Board (as set forth above) shall first be allocated to the premium for the HSA, when the HSA is implemented, with any remaining amount (i.e. the difference between the Board's designated monthly contribution and the HSA premium for the employee) then allocated to fund the HSA deductible.

Example: The HSA single subscriber premium is \$434.56. The Board would first allocate \$434.56 of its \$458.33 monthly premium contribution (as specified above) to the HSA premium with the remaining \$23.77 deposited to the employee's HSA deductible.

3. Option Package 1 shall include the following:

MESSA Choices II with \$10/\$20 prescription co-pay; and \$300/\$600 in network deductible until December 31, 2012.

Effective January 1, 2013, Health Plus HSA with \$1,250/\$2,500 annual deductible will be implemented (in place of MESSA Choices II).

1. In the event that the Health Plus HSA premium increases by more than ten percent (10%) during the term of this Agreement, the Association shall have the right, upon thirty (30) days written notice to the Board, to re-open negotiations over the identity of the health insurance plan and plan specifications in order to reduce the expense to employees. If this reopener option is exercised, it shall not include any other provisions of this Agreement including, but not limited to, the Board contributions specified in ¶ A(1) of this Article.

2. In conjunction with open enrollment for the Health Plus HSA, the District will provide an opportunity to meet with a financial institution (selected by the District) for purposes of establishing a HSA account. Teachers will have the opportunity to make contributions through payroll deduction to this account, subject to IRS limitations.

b. Delta Dental Plan EO-7: (50/50/50/50: \$1,000 annual maximum; \$800 lifetime orthodontics maximum.) Effective January 1, 2013, dental will be self-funded according to the following specifications:

- 80% preventative
- 80% basic benefits
- 80% major benefits
- \$1,000 per person annual maximum
- 80% orthodontic/\$1,500 lifetime orthodontics maximum

c. MESSA Term Life Insurance in the amount of \$35,000. Effective January 1, 2013, the term life insurance carrier will be MASB SET-SEG.

d. MESSA VSP 1 Vision Plan. Effective January 1, 2013, vision will be self-funded according to the following specifications:

Examination: \$48.00 once every 12 months
Regular Lenses: \$63 covered once every 12 months (each pair of lenses)

Bifocal Lenses: \$72 covered once every 12 months (each pair of lenses)
Progressive Lenses: \$108 covered once every 12 months (each pair of lenses)

Frame Allowance: \$65 covered every 12 months

Contact Lenses: \$150 covered every 12 months

Hearing Aid: \$3,000 maximum over 36 months – devices only

- e. Long Term Disability: Coverage shall be MESSA Plan 2 (without COLA) with 66 2/3% benefit after a 90 calendar day qualifying period (modified fill). The maximum monthly income benefit shall be \$5,000. The employee and the District are restricted and bound by the certification requirements of the LTD carrier.

Effective January 1, 2013, the long term disability carrier will be SET-SEG.

B. Option Package 2

- 1. All bargaining unit members enrolled in Plan B will be responsible for 10% of the premium cost for Plan B dental, vision and LTD products. The teacher's premium contribution will be payroll deducted from the wages of that individual.
- 2. Option Package 2 - Plan B shall include the following:
 - a. Dental Plan – same as Option Package 1
 - b. Vision Plan – same as Option Package 1;
 - c. Term Life Insurance in the amount of \$45,000 – same as Option Package 1
 - d. Long Term Disability (same as Option Package 1)
 - e. A cash stipend, in the amount of \$300 per month (\$310.50 effective July 1, 2013). This amount shall be increased to \$350 per month (\$362.25 effective July 1, 2013) if 35 or more bargaining unit members enroll and remain in Plan B, to \$450 per month (\$465.75 effective July 1, 2013) if 40 or more bargaining unit members enroll and remain in Plan B, and to \$500 per month (\$517.50 effective July 1, 2013) if 45 or more bargaining unit members enroll and remain in Plan B.

C. The Board and the Association recognize that any employee-contributed amounts remaining in the Flexible Benefits Account of a bargaining unit member (at the end of sixty days following a Plan Year) are forfeited and cannot be carried over by the bargaining unit member and/or applied toward expenses incurred in the next Plan Year. The parties agree that any and all such forfeited amounts, attributable to members of the Association's bargaining unit, shall be distributed as follows:

- 1. Fifty percent (50%) of all such forfeited amounts will be retained by the Board to defray the costs of Section 125 Plan administration.

2. The remaining fifty percent (50%) of forfeited amounts will be transmitted for deposit to the Charlotte Public Schools Employee Scholarship Fund.
- D. Dual coverage (i.e. internal coordination of benefits only) for spouses shall not be permitted where both are employed by the Charlotte Public Schools and are otherwise eligible for coverage.

In that event, one spouse shall be designated as a dependent for insurance coverage purposes. That person shall instead be enrolled in Option Package 2 (Plan B), above.
 - E. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance by the insurance carriers of the written application. Employees who are separating from the District will have their Board-paid premiums discontinued thirty (30) days after the first day of the month following the effective date of separation.
 - F. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change.
 - G. The Board agrees to make the premium contributions specified in this Article for the duration of this Agreement. Disputes over policy coverages between the insurance company and employees or their beneficiaries shall not be subject to the grievance procedure but shall be a matter solely between the employee and the insurance company. Any disputes over the Board's compliance with the terms of this Article shall, however, be subject to the provisions of the grievance procedure.
 - H. Regarding any term life insurance provided under this Agreement, upon layoff or termination from employment, it shall be the employee's responsibility to contact the insurance carrier to exercise the thirty-one (31) day statutory conversion right.

**ARTICLE 22
SALARIES**

**CHARLOTTE PUBLIC SCHOOLS
2012-2014 SALARY SCHEDULE**

STEP	% of Step 11	BA	BA+15	MA	MA+15	MA+30
1		\$33,075	\$34,050	\$35,515	\$36,330	\$37,652
2		\$34,699	\$35,681	\$37,142	\$37,960	\$39,283
3		\$36,330	\$37,309	\$38,773	\$39,586	\$40,912
4		\$38,120	\$39,095	\$40,563	\$41,378	\$42,703
5		\$39,910	\$40,889	\$42,353	\$43,173	\$44,494
6		\$41,702	\$42,677	\$44,152	\$44,957	\$46,283
7		\$43,497	\$44,474	\$45,937	\$46,753	\$48,075
8		\$45,288	\$46,260	\$47,729	\$48,546	\$49,867
9		\$47,079	\$48,054	\$49,524	\$50,340	\$51,663
10		\$50,496	\$52,126	\$53,427	\$55,379	\$56,702
11		\$53,971	\$55,630	\$57,301	\$58,960	\$60,312
LONGEVITY (AT YEAR IN DISTRICT)						
12TH-18TH YR	103.0%	\$55,590	\$57,299	\$59,020	\$60,729	\$62,122
19TH YR	105.5%	\$56,939	\$58,690	\$60,453	\$62,202	\$63,630
25TH YR	106.0%	\$57,209	\$58,968	\$60,739	\$62,497	\$63,931
26TH YR	106.5%	\$57,479	\$59,246	\$61,026	\$62,792	\$64,233
27TH YR	107.0%	\$57,748	\$59,524	\$61,312	\$63,087	\$64,534
28TH YR	107.5%	\$58,018	\$59,802	\$61,599	\$63,382	\$64,836
29TH YR	108.0%	\$58,288	\$60,081	\$61,885	\$63,676	\$65,137
ENHANCED LONGEVITY (AT YEAR IN DISTRICT)						
12ENH-18ENH YR	103.5%	\$55,860	\$57,577	\$59,307	\$61,023	\$62,423
19ENH YR	106.0%	\$57,209	\$58,968	\$60,739	\$62,497	\$63,931
25ENH YR	106.5%	\$57,479	\$59,246	\$61,026	\$62,792	\$64,233
26ENH YR	107.0%	\$57,748	\$59,524	\$61,312	\$63,087	\$64,534
27ENH YR	107.5%	\$58,018	\$59,802	\$61,599	\$63,382	\$64,836
28ENH YR	108.0%	\$58,288	\$60,081	\$61,885	\$63,676	\$65,137
29ENH YR	108.5%	\$58,558	\$60,359	\$62,172	\$63,971	\$65,439

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

2012-2013: Teachers who are eligible will advance steps at the second semester of the 2012-2013 school year. Effective with the ratification of the 2012-2014 Agreement, eligible teachers will be moved across salary columns.

Additionally, all bargaining unit members on Step 11 or above in the 2012-2013 school year will receive a one percent (1%) off-schedule payment to be made on the payroll of December 30, 2012. This off-schedule payment is limited to the 2012-2013 school year.

2013-2014: In 2013-2014 teachers will remain on the same step (including longevity level) on which they were placed in the second semester of the 2012-2013 school year. Eligible teachers will be entitled to move across salary columns.

Additionally, each bargaining unit member shall receive an off-schedule payment (to be made on the payroll of November 15, 2013) in an amount equivalent to .7 (i.e., seven tenths of one percent) of their base salary as depicted on the 2012-2014 Salary Schedule (including longevity). This payment is limited to the 2013-2014 school year.

**EXTRA DUTY PAY
SCHEDULE "B"**

A. ATHLETIC EXTRA DUTY POSITIONS

1. MAJOR VARSITY SPORTS (football, basketball, volleyball and wrestling):

Senior High School:

Varsity Head Coach	10%
Assistant Coaches	6%

2. MINOR VARSITY SPORTS (track, softball, soccer, tennis, baseball, golf, cross-country)

Senior High School:

Varsity Head Coach	7%
Assistant Coach	4%

3. MIDDLE SCHOOL SPORTS (includes all Middle School sports)

Head Coach	4% of salary (not eligible for longevity)
------------	---

- B. 1. All Schedule B amounts for athletic extra duty positions in 2012-2013 will be based on the 2011-2012 Salary Schedule. All Schedule B amounts shall be paid in 2012-2013 and in 2013-2014 in conformance with the Letter of Agreement of September 25, 2012 as executed by the parties.

- C. The following provisions apply only to the activities designated under Major Varsity Sports and Minor Varsity Sports as designated above.

The following definitions shall govern:

1. "Same sport" means the same activity, at the same or different competitive/age levels. Example: Middle School Basketball and High School Basketball are the same sport. Also, softball/baseball and cross-country/track shall be considered the same sport.

If a sport does not meet the definition of "same" above, then it shall be designated as a new sport for the purpose of the teacher gaining service credit. For example, if an individual who had been coaching track for ten (10) consecutive years begins to coach basketball in his/her eleventh (11th) year, then he/she would be considered a new coach in basketball and fall under the "new coach" provisions.

2. "Year", for purpose of extra duty pay means a full practice, competitive and post-season (if pertinent) in a particular sport at Charlotte Public Schools.
3. "Consecutive" means successive years. Leave of absences will count as consecutive years if they are recognized for longevity purposes under Article 5 ¶ N of this agreement.

4. It is further agreed that the District and the Association may mutually agree, under special circumstances, to place a coach with previous experience in the same sport (but outside the District) or to waive the consecutive years provisions (for teachers who resign their coaching position within the District and are later rehired as a coach) and place an individual at another step of the Salary Schedule A for the purpose of calculating his/her Schedule B percentage.
- D. For the first four (4) consecutive years an individual is a coach in the same sport, the percentage paid will begin at BA Step 1. For example, if a person is a first year track Head Coach, the pay would be 7% of BA Step 1. The second year would be BA Step 2 and so forth for the first four (4) consecutive years the individual is a coach in the same sport.

Except as provided herein, all compensation shall be based in the BA column, with a limit of Step 4. Beginning with the fifth consecutive year that an individual is a coach in the same major or minor varsity sport, he/she shall be paid based on their current salary schedule step. In addition, beginning with the fourteenth (14th) consecutive year an individual has coached (not necessarily in the same sport) in the District, the Schedule B percentage will be applied to the individual's salary step, including his/her Schedule A longevity payment.

- E. The following provisions apply only to those coaches assigned to Major Varsity Coaching positions (as defined above):

For the 2012-2013 and 2013-2014 school years, all Major Varsity Head Coaches will receive a 5% reduction in total extra duty compensation (i.e. Schedule B, ¶¶ A and E) attributable to their Major Varsity sport extra duty position(s).

1. Beginning with the fifth (5th) consecutive year an individual is a coach in the same sport, the individual shall receive an additional one percent (1%). For example, the individual has been the head track coach for four (4) consecutive years. When the individual reaches the fifth (5th) year, he/she would receive eight percent (8%) of his/her salary (7%, plus an additional 1%). If the individual was on Step 5, BA+15, then he/she would receive eight percent (8%) of that step.
 2. Beginning with the tenth (10th) consecutive year an individual is a coach in the same sport, the individual shall receive an additional one percent (1%). Following the above example of the head track coach, the individual would be receiving nine percent (9%) of his/her salary.
 3. Beginning with the fifteenth (15th) consecutive year an individual is a coach in the same sport, the individual shall receive an additional one percent (1%). Following the above example of the head track coach, the individual would be receiving ten percent (10%) of his/her salary.
- F. Associate Assistant coaches shall not be affected by the terms of this Agreement.
- G. Evaluations will continue to be done at the discretion of the Athletic Director.
- H. As deficiencies in coaching performance become known to administration, they should be shared with the coach as soon as possible. Any such deficiencies, as judged by the supervising administrator, may, at the option of the administrator, be remediated by offering the coach an I.D.P./P.O.A. In addition, any coach may request an I.D.P./P.O.A.

The coach and administrator will work cooperatively to establish the I.D.P./P.O.A., which will include performance objectives, a plan for meeting them and applicable timelines.

It is understood by the parties that the administration will make the final decision regarding the offering of an I.D.P./P.O.A., the plan's structure and whether or not the coach has successfully met the goals established.

The purpose of this option is to provide coaches with assistance in areas of their performance needing improvement. Success in this attempt stands to benefit the coaches involved, as well as the student-athletes they serve.

- I. High School coaches should be assigned to no more than three (3) coaching assignments except in emergency situations as determined by the Board of Education.
- J. 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, with a limit of Step 4.
- K. All Schedule B amounts for co-curricular positions and non-athletic extra duty positions which are expressed as a percentage will be based on the teacher's step and column placement on the applicable salary schedule, as identified in ¶ B of Schedule B.

L. CO-CURRICULAR POSITIONS
BAND

Director	11%
Assistant Director	7%
Middle School Assistant Director	6%
CHOIR (HIGH SCHOOL)	8%
CHOIR MIDDLE SCHOOL	2%
FUTURE FARMERS OF AMERICA	4%

For 2012-2013 and 2013-2014 all co-curricular positions will receive a 10% reduction in total Schedule B compensation.

M. NON-ATHLETIC EXTRA DUTY POSITIONS

Elementary Music (per evening performance)	\$100.00
Elementary Art (per evening performance)	\$100.00
COMPETITIVE CHEERLEADING (Per season)	4%
SIDELINE CHEERLEADING (Per season)	3%
DRAMATICS (per person per production)	3%
MUSICAL PRODUCTION/HIGH SCHOOL	
Director	5%
Assistant Directors (not more than 2)	3%
MUSICAL PRODUCTION/MIDDLE SCHOOLS	
Director	3%

Assistant 1%

DRIVER EDUCATION

Instructor \$21.10

Director \$22.20

HOURLY STIPEND: \$18.53

N. The Board reserves the absolute right to appoint those persons to hold positions in Adult Education, High School Completion and Community Education. Teachers will be offered an opportunity to bid for these positions, but the final choice is reserved to the Board.

All other extra-duty vacancies in Schedule "B" will be posted and first offered to Association bargaining unit members provided that they are equally or better qualified than applicants outside the bargaining unit.

Level I (\$200)	Level II (\$700)	Level III (\$1000)	Level IV (\$1200)	Level V (\$1700)
Gifted and Talented	Writers Club	Trust Club	Harvard Model Congress	Department Chairs
	Ski Club	Forensics	Freshman Mentoring	School Improvement
	Elementary Student Council	Destination Imagination	Club International	HS Student Council
	Safety Patrol	DECA		Junior Class Advisor
	Art Club	4TC	School Store	Senior Class Advisor
	Up to five (5) other student interest clubs approved by administration	National Jr. Honor Society	Business Prof. of America	Yearbook
	Sophomore Class Advisor	MS Student Council	National Honor Society	MTSS
	Freshman Class Advisor		Quiz Bowl	
			Science Olympiad	

1. The stipend for Gifted and Talented established at Level I at \$200 is intended to compensate events or activities for specifically designated groups of students, which activities have received prior administrative approval. Teachers sponsoring these activities, with prior administrative approval, will be expected to provide 10-12 hours of student contact time in the performance of those responsibilities.
2. Student Clubs are those activities approved by the administration which are open to all interested students in a school building or a specific grade level. In order to attain the Level II stipend of \$700 for a Club sponsor, a teacher will be expected to commit 30-36 hours of student contact time over the course of that activity. In the event that the time commitment for the Club is 18-24 hours over the course of the activity, the stipend will instead be \$500. In the event that 10-12 hours of student contact time are committed by the sponsoring teacher to Club activities, the stipend shall instead be \$200.

- O. The Board and Association shall jointly establish a committee to receive requests for additions to Schedule B. The committee shall make recommendations regarding responsibilities and compensation for new positions. Such recommendations are subject to approval of the Board and Association.
- P. Each bargaining unit member assigned to an athletic coaching position compensated on Schedule B shall be obligated, during the school year of his/her appointment, to assist the Athletic Department in working one (1) athletic event in addition to the events or functions normally associated with his/her coaching position. No additional compensation shall be paid to the bargaining unit member for these duties. A sign-up sheet will be posted in the Athletic Director's office.
- Q. In the event that a Head Coach position is filled by a non-bargaining unit member, that appointment shall be regarded as annual and that Head Coach position shall be posted as a vacancy prior to the next season in that sport. This provision shall apply to all coaching positions held by non-bargaining unit members. This shall not limit the non-bargaining unit member from making application for the position. The vacancy shall be filled in accordance with ¶F of Schedule B, above.

NOTE: The amendments to Schedule B as a result of bargaining for the 2010-2012 Agreement, which are reflected in Schedule B and which are hereby extended through the 2012-2013 and 2013-2014 school years, will expire on June 30, 2014. Absent further written agreement between the parties, the language of Schedule B as set forth in the 2009-2010 Agreement shall again become effective on June 29, 2014.

ARTICLE 23

SCHOOL CALENDAR

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

**Charlotte Public Schools
District Calendar
2012-2013 SCHOOL YEAR**

September 4, 2012	School Begins for Students
November 2	K-12 No School for Students K-12 Professional Development Day
November 9	K-12 No School
November 21 - 23	Thanksgiving Break
December 24 - January 4, 2013	Holiday Break (Begins at end of day, Friday, December 21)
January 7, 2013	School Resumes
January 21	Martin Luther King Day - No School for Students K-12 Professional Development Day
January 25	K-12 Half Day of School for Students K-12 Teacher Work Day
February 15 - 18	Mid-Winter Break
February 19	School Resumes
March 5	No School for Students – Grades 9 TH , 10 TH , 12 TH ONLY 11 TH Grade ACT Testing 7:40 a.m. – 1:00 p.m.
March 8	K-12 No School K-12 Professional Development Day
March 29- April 5	Spring Break
April 8	School Resumes
May 3	K-12 No School
May 27	Memorial Day – K-12 No School
June 6	K-12 Half Day of School for Students
June 7	K-12 Half Day of School for Students Last Day of School

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

NOTE: The 2013-2014 Calendar shall have the same number of teacher and student days as the 2012-2013 calendar. The specifics of the 2013-2014 Calendar shall be subject to negotiations between the parties.

ARTICLE 24

MENTOR TEACHERS

- A. Participation as a Mentor Teacher shall be voluntary. The Mentor assignment shall be made by the administrator and shall be regarded as an annual assignment of extra duty for extra pay.
- B. A Mentor teacher must be an experienced educator who demonstrates instructional expertise, ability to work well with colleagues, continuous learning and preparation, and is skilled at providing instructional support. Mentor teachers will preferably have a minimum of five (5) years of teaching experience.

The Mentor teacher shall be available to provide professional support, guidance, and instruction to the Mentee. The purpose of the Mentor teacher is to offer experienced assistance and support to the Mentee in a collegial fashion. They are not responsible for any performance evaluation but are part of the performance improvement process. The Mentor teacher shall make periodic reports to the Districts administration regarding the type (i.e., general description of contact) and extent of his/her contact with the Mentee during the existence of the Mentor/Mentee relationship.

- C. The Mentor Teacher assignment shall be for one (1) academic year subject to review and renewal by the administrator. The appointment may be renewed in succeeding academic years upon approval of the administration.

Should either the Mentor Teacher or the Mentee request to dissolve the relationship during an academic year, the administration will meet with the Mentor Teacher and the Mentee to determine an appropriate course of action.

- D. Nothing in this Article shall be interpreted or applied to indicate that the assignment of mentor teachers is exclusively work within the bargaining unit represented by the Association. Rather, the purpose of this Article is to delineate the wages and specified working conditions for that assignment when it is performed by members of the Association's bargaining unit.

Bargaining unit members performing the duties of mentor teacher will be compensated at the rates below:

1% of base salary for one 1 st or 2 nd year mentee	3/4% for each additional mentee
3/4% for one 3 rd year mentee	1/2% for each additional mentee.

- F. Representatives of the District and the Association agree to confer as necessary regarding the implementation of this Article and any clarification of the role and responsibilities of mentor teachers.

ARTICLE 25

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by both parties and shall continue in effect until the 30th day of June, 2014.

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 December, 2012, by the parties.

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

**CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By _____
Its Co-President

By _____
Its President

By _____
Its Co-President

By _____
Its Secretary

By _____
Negotiating Committee Member

By _____
Member

By _____
Negotiating Committee Member

By _____
Member

By _____
Negotiating Committee Member

By _____
Member

APPENDIX (1) GRIEVANCE FORM

Grievance Number _____

Date of Violation _____

_____ School District

School _____

Statement of the Grievance: (attached)

Remedy Requested: (attached)

Approved for processing: _____

Signature of CEA Representative

Date: _____

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

Principal's Disposition: (attached)

Date Received: _____

Date of Action: _____

Association's Response:

Satisfactory _____ Unsatisfactory _____

Date: _____

Superintendent's Disposition: (attached)

Date Received: _____

Date of Action: _____

Association's Response:

Satisfactory _____ Unsatisfactory _____

Date: _____

Board's Disposition: (attached)

Date Received: _____

or next Board meeting

Date of Action: _____

Association's Response:

Satisfactory _____ Unsatisfactory _____

Arbitration Indicated _____

Date: _____

Signature of Board President: _____

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

RE: ATHLETIC PROGRAM STAFF REDUCTIONS

1. This Letter of Agreement is entered into between the Charlotte Public Schools Board of Education (the "District") and the Eaton County Education Association/Charlotte Education Association, MEA/NEA (the "Association"). This Letter of Agreement is entered into under the authority of Article 9 of the Agreement between the District and the Association.
2. If an extra-duty coaching position is reduced or eliminated, a bargaining unit member displaced due to such reduction (based on his/her number of years coaching in that sport in Charlotte Public Schools) shall have the right to replace an assistant coach in the same sport who has less years of experience in that same sport (in Charlotte Public Schools). If displacement occurs after duties associated with the coaching assignment have commenced, the extra duty pay will be apportioned between the bargaining unit members.
3. Nothing in this Letter of Agreement shall constitute a precedent, practice or established working condition for future or other circumstances involving the application or interpretation of the current Agreement between the District and the Association or any successor collective bargaining agreement between them.
4. This Letter of Agreement expires on June 30, 2014.

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

**CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: _____
Its: President

By: _____
Its: President

By: _____
Its: Chief Negotiator

By: _____
Its: Superintendent

Date: _____, 2012

Date: _____, 2012

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

Re: SCHOOL IMPROVEMENT TEAM MEMBERS

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

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

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

**CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: _____
Its: President

By: _____
Its: President

By: _____
Its: Chief Negotiator

By: _____
Its: Superintendent

Date: _____, 2012

Date: _____, 2012

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

RE: YOUTH FACILITY/DAY TREATMENT/JAIL PROGRAMS

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

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

Accordingly, the parties agree as follows:

1. The provisions of Article 11 pertaining to parent-teacher conferences are inapplicable to the foregoing programs. However, teachers assigned to those programs will confer as necessary with the staff of the host institutions with respect to the educational programming and services delivered to the K-12 students at those facilities.
2. The beginning and ending times of the student day specified in Article 11 ¶ A(4) shall be inapplicable to the above programs. The student day for these programs shall not exceed the length of the Senior High student day. The beginning and ending times will be established to meet program needs.
3. The normal weekly teaching load specified in Article 12 ¶ A shall be inapplicable to the aforementioned programs. Instead, the weekly teaching load in those programs will not exceed 1625 minutes and will also include 225 minutes per week of preparation time.
4. The provisions of Article 16 ¶ J pertaining to the work schedule on Wednesdays shall be inapplicable to teachers in the aforementioned programs. The student and teacher work day in those programs, as specified above, shall be the same Monday through Friday. Teachers assigned to the aforementioned programs will be required to complete all amounts of professional development required of other K-12 teachers under the terms of the collective bargaining agreement. Those teachers shall attend District level professional development as designated on the calendar for other High School teachers with the remainder of the professional development time to be scheduled at the program level.

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

This Letter of Agreement expires on June 30, 2014.

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

By: _____

Its: _____

Dated: _____, 2012

**CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: _____

Its: _____

Dated: _____, 2012

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

Re: Extra Duty Pay – Schedule B

The Charlotte Public Schools Board of Education (the "Board") and the Eaton County Education Association/Charlotte Education Association, MEA/NEA (the "Association") desire to modify the present terms and conditions of employment with respect to rates and stipends for extra duty and co-curricular positions as reflected in Extra Duty Pay/Schedule B of their 2010-2012 collective bargaining Agreement. In furtherance of that purpose, the Board and the Association agree as follows:

1. Effective with the commencement of the 2012-2013 school year, the rates and stipends for extra duty and co-curricular positions shall be as reflected in Extra Duty Pay/Schedule B of the 2010-2012 Agreement. This shall occur despite the language appearing immediately subsequent to paragraph Q of Schedule B indicating that the provisions of Schedule B appearing in the 2009-2010 Agreement between the parties again became effective on June 29, 2012. This Letter of Agreement shall be regarded as an agreement between the Board and the Association to extend the provision of Schedule B as those were implemented in the 2011-2012 school year.

2. In order to implement the terms of this Letter of Agreement it is necessary to make an adjustment to correct over-payment for the following positions where the incumbent employee has already received partial payment in the 2012-2013 school year, based on the provisions of Schedule B as those appeared in the 2009-2010 Agreement:

- a. Varsity Soccer Head Coach (minus \$1,146)
- b. Varsity Football Head Coach (minus \$395)
- c. Varsity Football Assistant Coach (minus \$1,862)
- d. Girls Head Golf Coach (minus \$573)
- e. Varsity Volleyball Head Coach (minus \$278)
- f. JV Volleyball Head Coach (minus \$450)
- g. Freshman Volleyball Head Coach (minus \$1,864).

The effect of this adjustment will be such that the total payment for Schedule B received by the employee (i.e. stipend amount paid prior to October 31 attributable to 2012-2013 plus the payment made on October 31, 2012) will equal the amount specified in Schedule B of the 2010-2012 Agreement.

The above compensation adjustments will be made on the October 31, 2012 payroll.

3. The provisions of this Letter of Agreement shall control over any of the terms of the provisions of Extra Duty Pay/Schedule B of the 2010-2012 Agreement to the extent of any conflict or inconsistency with those terms. Without limitation of the above, the parties expressly recognize that the terms of Schedule B as set forth in the 2009-2010 Agreement between the parties has not again become effective and that all Schedule B amounts and stipends shall be based on the content of the 2010-2012 Agreement and shall be paid on the basis of the 2011-2012 Salary Schedule.

4. The foregoing provisions shall remain in effect until such time as the parties have ratified a successor contract to their 2010-2012 Agreement. However, during those negotiations, the content, the execution and implementation of this Letter of Agreement shall not preclude any party from making or maintaining proposals with regard to the subject matter herein.

**CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION**

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

By: _____

By _____

Its: _____

Its: _____

By: _____

By _____

Its: _____

Its: _____

Date: _____, 2012

Date: _____, 2012

w:\wssystem\wddocs\cliedoc\38\196\00819901.doc