2019-2020
AGREEMENT

between

EATON COUNTY EDUCATION ASSOCIATION/
CHARLOTTE EDUCATION ASSOCIATION

and

CHARLOTTE BOARD OF EDUCATION
CHARLOTTE PUBLIC SCHOOLS
Charlotte, Michigan

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AGREEMENT

between

EATON COUNTY EDUCATION ASSOCIATION

and

CHARLOTTE BOARD OF EDUCATION

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

WITNESSETH

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

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

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

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

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

ARTICLE 1
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining and/or negotiating representative, as defined in Act 379, Public Acts of 1965 as amended, for all certified professional personnel under contract of tenure or probationary status on a full or regular part-time basis or on leave. The bargaining unit shall include classroom teachers, guidance counselors, librarians, advising or critic teachers, teachers of the homebound or hospitalized, teachers of special education, 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.), non-teacher coaches, substitute teachers, Eaton ISD Professionals 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
PAYROLL DEDUCTIONS

A. 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, health savings accounts, flexible savings accounts, or any other plan or programs, except where payroll deduction is prohibited by law (e.g., union dues/fees, political contributions). Said deductions shall be made twice monthly.

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 parties hereby agree 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. The parties undertake and agree that neither 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 they 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 or non-participation in any membership or non-membership in the Association, his participation or non-participation in any activities of the Association or collective professional negotiations with the Board.

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 local CEA/ECEA Association 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, but lessons and curriculum shall be consistent with Board Policies and MDE Standards.

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 FERPA information 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 21, 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. 20 equal pay periods.

   Teachers shall make a written election between June 15 and July 1 to be paid over either 20 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 20 pays.

3. For the 2019-2020 school year, the steps schedule shall be revised per Schedule A, including the elimination of step 3. Bargaining unit members shall advance one full step, and lane advancement at the beginning of the contract year. Qualifying members still move up on step from their current respective placement (except five (5) individual bargaining unit members identified in the ratified agreement shall advance 1 ½ steps (1.5)).

   Further, in compliance with the merit pay provision of Section 1250 of the Revised School Code, all bargaining unit members rated at least "highly effective" that year shall share equally as part of their compensation, a pool totaling $15,000.00. If no teachers were rated "highly effective," all teachers receiving an "effective" rating shall share the aforementioned pool.

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. Teacher training time, semester hours or State Continuing Education Clock Units (SCECH'S) shall be applied consistent with state law and MDE requirements. Six (6) college credit hours or 150 SCHECH'S are required to maintain teacher's certification every five (5) years.

B. A maximum of $100 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. Prior approval will be required before enrolling in a qualified class if reimbursement will be requested. To receive reimbursement, proof of satisfactory completion (official transcripts indicating a grade of a B or above) and receipt of payment will be required.

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. 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.

6. 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. 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.

E. 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.

F. 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. 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.

G. 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.

H. Extra-duty pay shall be the percentage of base pay corresponding to the position as listed in Article 21, 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.

For extra work the teacher shall be entitled to additional professional compensation. The teacher shall be paid the hourly stipend of $19.00/hour 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.

This hourly stipend of $19.00/hour shall include a maximum of two (2) hours per testing window for work completed for iRIP documentation by all teachers that must complete iRIPs. Watching mandatory videos on essential instructional best practices will be integrated into District provided professional development times. Staff will be exempt from watching mandatory SafeSchools videos upon successful completion of initial annual knowledge assessment.

I. 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.

J. Employees required to use personal automobiles for school-related business shall be reimbursed at the rate as approved by the Internal Revenue Service. To qualify, employees must first attempt to reserve a district van before using a personal vehicle.

K. 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. Teachers who submit their resignation by April 15th for the school year will receive $1,500 for transitional services. Teachers will only be eligible for either transitional stipend if not disciplined in their final school year. The stipends are mutually exclusive.

Participants in this benefit that have been progressively disciplined for excessive absences shall forfeit this benefit payment.

L. 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.

A teacher who loses their plan time involuntarily due to a lack of a substitute teacher for either the encore teacher or because an encore teacher is pulled from their regular duty to substitute in a classroom shall be paid at the hourly stipend rate.

Any teacher that is pulled from their regular responsibility for a period of three (3) hours or more per day in order to sub in a classroom due to no substitute teachers being available shall be paid an additional $19.00 per day.

M. A teacher who loses their plan time involuntarily due to a lack of a substitute teacher for either the encore teacher or because an encore teacher is pulled from their regular duty to substitute in a classroom shall be paid at the hourly stipend rate.

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. Members cannot supplement short term disability benefit with paid leave. Employees are required to otherwise exhaust paid sick days while on unpaid medical leave.

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. This includes leave for victims of sexual assault, any related medical care, counseling, victim services, legal services, federal proceedings or relocation. It also included absences due to any building closure by order of a public official, or an employee’s need to care for a child whose school or place of business has closed by order of a public official, or by a determination by health authorities that the presence of the employee or a family member would jeopardize the health of others in the community due to exposure to a communicable disease.

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 for leaves related to serious health conditions. 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. The days should be consecutive unless prior approval is received from the building principal.

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.

   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 orthe 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 net salary

and the net amount received as workers' compensation benefits. Such difference in net 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. No teacher on workers' compensation shall be allowed to utilize sick leave accumulation if such utilization results in higher net earnings.

3. Eligible employees shall have their FMLA leave run concurrently with Workers' Compensation leave for serious health conditions.

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. 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.

K. Teachers who have been employed a minimum of seven (7) years in the Charlotte Public Schools may be granted an unpaid 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 (K) 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 K paragraphs 1-4 above.

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. Job sharing situations may 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.

D. 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.

E. 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.

F. Teachers in a shared job assignment shall accrue seniority and salary schedule credit as provided in Article 5.

G. Teachers shall be entitled to a health plan medical benefit contribution by the Board based on the Board's contribution for Option Package 1, prorated for the time worked in relation to the schedule of a full time teacher. In no event shall the Board's total contribution for health plan medical benefit costs for the participants in the job share exceed the Board's 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 health plan medical benefit costs above the pro-rated Board contributed amount. Teacher health plan medical benefit plan costs contributions will be payroll deducted on a pre-tax basis.

H. Teachers in a job share shall be obligated to participate in all professional development and the scheduled staff meetings required of full time teachers, including professional development days 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 scheduled parent teacher conferences and the 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.

4. The Association shall not take a matter to arbitration which has already been adjudicated or determined to be a prohibited topic as determined by PERA and MERC. The Association shall bear all fees and costs associated with any arbitration filed by the Association in violation of this term.

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 1 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. To the extent allowable by law, 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 six (6) hours and thirty-two (32) minutes, excluding duty free lunch, unless permission is granted by the principal to leave earlier. Professional development half-days shall be three (3) hours with the start and end times to be determined by the building administrator. The beginning and end times below may be adjusted up to ten (10) minutes so long as the length of the day, as outlined above, is not thereby increased.

Building/Program (grades)	Regular Full Days		Extended Half Days	
	Start Time	End Time	Start Time	End Time
High School (9-12)	7:30 AM	2:37 PM	7:30 AM	2:30 PM
Early Middle College (11-13)	7:30 AM	2:37 PM	7:30 AM	2:30 PM
CPS Project Success (9-12)	9:30 AM	4:37 PM	9:30 AM	4:30 PM
Middle School (7-8)	7:30 AM	2:37 PM	7:30 AM	2:30 PM
Upper Elementary (4-6)	8:35 AM	3:42 PM	8:35 AM	4:15 PM
Lower Elementary (1-3)	8:55 AM	4:02 PM	8:55 AM	4:15 PM
Early Elementary (DK-K)	8:40 AM	3:47 PM	8:40 AM	4:00 PM
ECSE - AM	9:05 AM	12:05 PM	9:05 AM	11:55 AM
ECSE - PM	1:15 PM	4:15 PM	1:15 PM	4:00 PM

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. Elementary teachers in grades K-3 will have one 20 minute daily recess that will exclude transition time. Classroom teachers will work to make transition time as efficient as possible. If a teacher does not have a recess

assignment, his/her time is to be used for instructional purposes and work responsibilities as determined by the teacher. 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.

Elementary teachers in grades 4-6 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. This time is to be used for instructional purposes and work responsibilities as determined by the teachers. Further, 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:

Building/Program (grades)	Regular Full Days		Extended Half Days	
	Start Time	**End Time**	**Start Time**	**End Time**
High School (9-12)	**7:35 AM**	**2:30 PM**	**7:35 AM**	**11:00 AM**
Early Middle College (11-13)	**7:35 AM**	**2:30 PM**	**7:35 AM**	**11:00 AM**
CPS Project Success (9-12)	**9:35 AM**	**4:30 PM**	**9:35 AM**	**12:50 PM**
Middle School (7-8)	**7:35 AM**	**2:30 PM**	**7:35 AM**	**11:00 AM**
Upper Elementary (4-6)	**8:40 AM**	**3:35 PM**	**8:40 AM**	**12:15 PM**
Lower Elementary (1-3)	**9:00 AM**	**3:55 PM**	**9:00 AM**	**12:30 PM**
Early Elementary (DK-K)	**8:45 AM**	**3:40 PM**	**8:45 AM**	**12:15 PM**
ECSE - AM	**9:10 AM**	**11:55 AM**	**na**	**na**
ECSE - PM	**1:20 PM**	**4:05 PM**	**na**	**na**

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 student instruction shall be as stated above unless more time is required in order to comply with the State School Aid Act.

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. Teachers are expected to participate in a minimum of 12 hours of formal parent/teacher conferences at grades K-8 and 9 hours of formal parent/teacher conferences at grades 9-12. The dates, times and format will be mutually agreed upon by the building administrator and the school improvement team for that a building.

   Specialists who travel to more than one building will attend conferences reflected in their scheduled teaching assignment, as designated by the building principal, but shall not be required to more than twelve (12) hours total.

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

A. Normal Weekly Teaching Contact Time:

1. The normal weekly teaching contact time in the senior high school (grades 9-12) will consist of not more than 1,540 minutes.

2. The normal weekly teaching contact time in the middle school 7-8 will consist of not more than 1,630 minutes.

3. The normal weekly teaching contact time for elementary school K-6 will consist of not more than 1,680 minutes.

B. The normal weekly teaching contact time in the elementary schools K-6 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 10.

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. Elementary teachers shall be allowed as preparation/conference time those periods when students are receiving instruction in encore classes (e.g. physical education, music). These scheduled times shall be, on average, 225 minutes per week in grades K-6, 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.

E. 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.

F. Department Chairpersons:

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

2. Each department chairperson will be appointed for a term not to exceed two (2) years. At this time, his/her 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.

G. 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. For summer school programs, 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. Money received by the Charlotte Public Schools for placement of student teachers may be accessed by the supervising teacher for professional development or classroom related expenditures. Any such funds must be used by the conclusion of a school year in which the student teacher placement occurred.

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-6)

DK.....Maximum: 21
Absolute Maximum: 23

Grades K-3 .....Maximum: 25
Absolute Maximum: 29

Grades (4-6) .....Maximum: 30
Absolute Maximum: 32

Elementary (K-6) 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. An overage exists when the specialist teacher has to instruct more than the above limit. This is not dependent on which homeroom the overage exists in or if that overage moves from one homeroom to another. 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-6) 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 (7-12)

Grades (7-12) .....Maximum 32
Absolute Maximum: 34

At the secondary (7-12) level, the above class size limitations do not apply to traditional large group instruction formats (i.e. choir, band, except there shall be a cap of 45 for physical education).

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.

3. Consistent with exclusions identified above, if the identified threshold exists on the fall or winter count days, the teacher shall receive the following off schedule stipend for the related semester:

   a. DK: (i) 22 students/ $1,400; (ii) 23 students/$1,800

   b. K-3: (i) 26 students/$1,400; (ii) 27 students/$1,800; (iii) 28 students/1,900; (iv) 29 students/$2,100

   c. 4-6: (i) 31 students/$1,400; (ii) 32 students/$1,800

   d. 7-12: (same exclusions) (i) 33 students/$350 per class; (ii) 34 students/$450 per class

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 and transitioning students to bus, 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.

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. 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.

D. 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.

E. The Superintendent may request that any teacher have a physical or mental examination when he feels the interests of the teacher, the staff, or the students are jeopardized. The cost of the physical or mental exam shall be paid by the Board.

F. 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.

G. Copies of this Agreement shall be posted on the District's website and available for copying upon request.

H. 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.

I. 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. Teacher collaboration will occur weekly, excluding weeks with a half-day, with each meeting having a duration not to exceed sixty (60) minutes. These meetings may be mutually arranged consistent with the District calendar and aligned with the District and building school improvement plans.

J. Teachers of the Charlotte Schools are encouraged to become residents of the community.

K. 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.

L. The parties shall periodically meet to review the Agreement.

M. 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. All teachers are required to attend the 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.

J. District wide common professional development time occurring on half days identified in calendar shall be aligned with the building and district improvement plans, and shall be directed by the building administrator. Attendance is mandatory unless excused.

ARTICLE 18
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. 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 19
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:

$$\frac{\text{Number of days on leave}}{\text{Number of days in school year}} \times \text{Number of days in calendar year} = \text{Number of days of adjustment to seniority date.}$$

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 20
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 open enrollment and the decision shall be irrevocable for that school year, unless a qualifying life event 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

1. For 2019-20, the Board's contribution for health plan medical benefit costs shall not exceed the following amounts per month:

Single:	$ 530
Two Person:	$ 1,107
Family	$ 1,444

2. Any health plan medical benefit costs 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 (and other medical benefit plan costs) for the health plan with any remaining amount of the Board's designated contribution then allocated to fund the HSA deductible. If employee is participating in a CPS HSA eligible high deductible health plan.

Example: The HSA single subscriber premium is $463. The Board would first allocate $463 of its $530 monthly contribution for other medical benefit plan costs (as specified above) to the HSA premium (and other medical benefit plan costs) with the remaining $67 deposited to the employee's HSA deductible per month.

3. Option Package 1 shall include the following:

   a. Health Plan: Employees enrolling in Option Package 1 will select a plan mutually agreeable to the parties;

      1. In the event that the 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(s) 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.

   b. Dental Plan**:** The dental plan will be mutually agreed upon by the parties:

   c. MASB SET-SEG Term Life Insurance in the amount of $35,000.

   d. Vision Plan: Vision will be mutually agreed upon by the parties.

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

   f. Long Term Disability: Coverage shall be SET-SEG (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.

B. Option Package 2

   1. 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 $330.00 per month. All cash in lieu payments are conditional upon the District receiving documentation of other coverage that meets the Affordable Care Act minimum value and coverage requirements.

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, at the end of the month 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.

I. Home event athletic pass (regular season home games only) for individual teaching staff. Teachers represent the district at all athletic events, and shall be “on call” if assistance is needed by administrators.

ARTICLE 21
SALARIES

SCHEDULE A: CHARLOTTE PUBLIC SCHOOLS 2019-2020 SALARY SCHEDULE

STEP	BA	BA+15	MA	MA+15	MA+30
~~1~~	~~$33,740~~	~~$34,734~~	~~$36,229~~	~~$37,060~~	~~$38,409~~
~~2~~	~~$35,396~~	~~$36,398~~	~~$37,889~~	~~$38,723~~	~~$40,073~~
~~3~~	~~$37,060~~	~~$38,059~~	~~$39,552~~	~~$40,382~~	~~$41,734~~
4	$38,500	$39,000	$40,500	$41,500	$42,500
5	$39,800	$40,800	$42,000	$43,000	$44,000
6	$41,700	$42,700	$44,000	$45,000	$46,000
7	$43,000	$44,500	$46,000	$47,000	$48,500
8	$45,000	$47,000	$48,000	$49,000	$50,500
9	$47,000	$48,100	$49,500	$50,500	$51,500
10	$48,000	$49,100	$51,200	$52,500	$54,500
11	$49,000	$53,000	$55,000	$57,000	$58,000
12	$50,000	$55,000	$59,000	$60,500	$62,500
13	$51,000	$57,500	$61,700	$63,500	$64,500
14	$52,000	$58,000	$62,200	$64,000	$65,000
15	$53,000	$59,000	$62,700	$64,500	$65,500
16	$53,500	$60,000	$63,200	$65,000	$66,000
17	$54,000	$61,500	$63,700	$65,500	$66,500
18	$54,500	$62,000	$64,200	$66,000	$67,000
19	$55,000	$62,500	$64,700	$66,500	$67,500
20	$56,000	$63,000	$65,200	$67,000	$68,000
21	$56,500	$63,500	$65,700	$67,500	$68,500
22	$57,000	$64,000	$66,200	$68,000	$69,000
23	$57,500	$64,500	$66,700	$68,500	$69,500
24	$58,000	$65,000	$67,200	$69,000	$70,000
25	$59,000	$66,000	$68,200	$70,000	$71,000

EXTRA DUTY PAY SCHEDULE "B"

The following shall govern Athletic Coaching positions:

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 (11^{th}) 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 may, under special circumstances, to place a coach with previous experience in the same sport (but outside the District) at a higher step on the extra duty pay.

5. Steps on the Extra Duty Schedule B shall be defined as:
   a. Step 1: 1-3 years of coaching the same sport at Charlotte Public Schools.
   b. Step 2: 4-6 years of coaching the same sport at Charlotte Public Schools.
   c. Step 3: 7 or more years of coaching the same sport at Charlotte Public Schools. The years must be consecutive unless mutually agreed otherwise between the AD and the coach due to extenuating circumstances.

6. Athletic coaches employed with the district during the 2015-2016 school year will be paid at the higher of their current coaching salary (2015-2016) or the applicable step assignment in the Extra Duty Pay Schedule. Hold harmless existing coaches as of May 17, 2016, at contract rate or higher. All new hires after ratification of this agreement are subject to this new schedule.

7. Associate Assistant coaches shall not be affected by the terms of this Agreement.

8. Evaluations will continue to be done at the discretion of the Athletic Director.

   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.

9. 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.

    1. Student Achievement that occurs before or after the teacher work day, with prior administrative approval, will be paid at the Hourly Stipend rate.

10. 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.

11. 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.

12. 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.

Schedule B Extra Duty Pay
2019-2020

SECTION 1: ATHLETICS				
Program	**Position**	**Level 1**	**Level 2**	**Level 3**
Baseball	Varsity Head Coach	$ 3,030	$ 3,939	$ 4,747
Baseball	Junior Varsity	$ 2,121	$ 2,525	$ 3,030
Baseball	Freshman	$ 2,121	$ 2,525	$ 3,030
Softball	Varsity Head Coach	$ 3,030	$ 3,939	$ 4,747
Softball	Junior Varsity	$ 2,121	$ 2,525	$ 3,030
Softball	Freshman	$ 2,121	$ 2,525	$ 3,030
Volleyball	Varsity Head Coach	$ 3,333	$ 4,333	$ 5,202
Volleyball	Junior Varsity	$ 2,222	$ 2,666	$ 3,202
Volleyball	Freshman	$ 2,222	$ 2,666	$ 3,202
Volleyball	8th Grade	$ 1,515	$ 1,970	$ 2,363
Volleyball	7th Grade	$ 1,515	$ 1,970	$ 2,363
Football	Varsity Head Coach	$ 3,757	$ 4,878	$ 5,858
Football	Junior Varsity	$ 2,525	$ 3,030	$ 3,636
Football	Freshman	$ 2,525	$ 3,030	$ 3,636
Basketball, Girls	Varsity Head Coach	$ 3,757	$ 4,878	$ 5,858
Basketball, Girls	Junior Varsity	$ 2,525	$ 3,030	$ 3,636
Basketball, Girls	Freshman	$ 2,525	$ 3,030	$ 3,636
Basketball, Girls	8th Grade	$ 1,717	$ 2,222	$ 2,626
Basketball, Girls	7th Grade	$ 1,717	$ 2,222	$ 2,626
Basketball, Boys	Varsity Head Coach	$ 3,757	$ 4,878	$ 5,858
Basketball, Boys	Junior Varsity	$ 2,525	$ 3,030	$ 3,636
Basketball, Boys	Freshman	$ 2,525	$ 3,030	$ 3,636
Basketball, Boys	8th Grade	$ 1,717	$ 2,222	$ 2,626
Basketball, Boys	7th Grade	$ 1,717	$ 2,222	$ 2,626
Wrestling	Varsity Head Coach	$ 3,333	$ 4,333	$ 5,202
Wrestling	Junior Varsity	$ 2,222	$ 2,666	$ 3,202
Wrestling	Freshman	$ 2,222	$ 2,666	$ 3,202
Wrestling	7/8th Grade	$ 1,515	$ 1,970	$ 2,363
Cross Country, Boys	Varsity Head Coach	$ 2,525	$ 3,282	$ 3,939
Cross Country, Girls	Varsity Head Coach	$ 2,525	$ 3,282	$ 3,939
Golf, Boys	Varsity Head Coach	$ 2,525	$ 3,282	$ 3,939
Golf, Girls	Varsity Head Coach	$ 2,525	$ 3,282	$ 3,939
Bowling, Girls	Varsity Head Coach	$ 2,525	$ 3,282	$ 3,939
Bowling, Boys	Varsity Head Coach	$ 2,525	$ 3,282	$ 3,939
Cheerleading, Sideline	Varsity Head Coach	$ 2,525	$ 3,282	$ 3,939
Cheerleading, Sideline	Junior Varsity	$ 1,818	$ 2,182	$ 2,525
Cheerleading, Competitive	Varsity Head Coach	$ 2,525	$ 3,282	$ 3,939
Cheerleading, Competitive	Junior Varsity	$ 1,818	$ 2,182	$ 2,525

Schedule B Extra Duty Pay
2019-2020

SECTION 1: ATHLETICS (continued)				
Program	**Position**	**Level 1**	**Level 2**	**Level 3**
Soccer, Girls	Varsity Head Coach	$ 3,030	$ 3,939	$ 4,747
Soccer, Girls	Junior Varsity	$ 2,121	$ 2,525	$ 3,030
Soccer, Girls	Freshman	$ 2,121	$ 2,525	$ 3,030
Soccer, Boys	Varsity Head Coach	$ 3,030	$ 3,939	$ 4,747
Soccer, Boys	Junior Varsity	$ 2,121	$ 2,525	$ 3,030
Soccer, Boys	Freshman	$ 2,121	$ 2,525	$ 3,030
Swimming, Girls	Varsity Head Coach	$ 3,030	$ 3,939	$ 4,747
Swimming, Boys	Varsity Head Coach	$ 3,030	$ 3,939	$ 4,747
Tennis, Girls	Varsity Head Coach	$ 2,525	$ 3,282	$ 3,939
Tennis, Boys	Varsity Head Coach	$ 2,525	$ 3,282	$ 3,939
Track, Girls	Varsity Head Coach	$ 3,030	$ 3,939	$ 4,747
Track, Girls	7/8th Grade	$ 2,020	$ 2,626	$ 3,131
Track, Boys	Varsity Head Coach	$ 3,030	$ 3,939	$ 4,747
Track, Boys	7/8th Grade	$ 2,020	$ 2,626	$ 3,131
All Sports - As Needed	Assistant/Associate Coach	$ 1,111	$ 1,333	$ 1,600
All Sports - As Needed (Unless Specified Above)	Junior Varsity	$ 1,818	$ 2,182	$ 2,525
Weight Room Supervisor	Per Quarter	$ 505	$ 505	$ 505

SECTION 2: MUSIC/FINE ARTS/ROBOTICS				
Program	**Position**	**Level 1**	**Level 2**	**Level 3**
Band	High School Director	$ 4,040	$ 5,252	$ 6,262
Band	Assistant Director	$ 2,525	$ 3,030	$ 3,636
Band	Middle School Director	$ 2,202	$ 2,626	$ 3,151
Choir	High School Director	$ 2,929	$ 3,737	$ 4,444
Choir	Middle School Director	$ 732	$ 909	$ 1,111
Drama	High School Play Director	$ 1,010	$ 1,313	$ 1,515
Drama	High School Musical Director	$ 2,020	$ 2,626	$ 3,131
Drama	High School Musical Assistant Dir	$ 1,010	$ 1,212	$ 1,414
Elementary Music	Per Evening Performance	$ 110	$ 110	$ 110
K-12 Visual Arts	Per District Wide Art Show	$ 110	$ 110	$ 110
Robotics	Per Advisor	$ 1,111	$ 1,333	$ 1,600

Schedule B Extra Duty Pay
2019-2020

SECTION 3: COORDINATORS/DEPARTMENT CHAIRS/ADVISORS/SPONSORS		
Program	**Position**	**Stipend**
BPA (Business Professionals of America)	Per Advisor, Annual	$ 1,212
Class Advisor, Freshman	Per Advisor, Annual	$ 707
Class Advisor, Junior	Per Advisor, Annual	$ 1,515
Class Advisor, Senior	Per Advisor, Annual	$ 1,515
Class Advisor, Sophomore	Per Advisor, Annual	$ 707
DECA	Per Advisor, Annual	$ 1,010
Forensics	Per Advisor, Annual	$ 1,010
Freshman Mentoring	Per Advisor, Annual	$ 1,212
Future Farmers of America	Per Advisor, Annual	$ 2,020
Harvard Model Congress	Per Advisor, Annual	$ 1,212
High School Department Chairs	Per Chair, Annual	$ 1,515
MTSS (Multi Tiered Systems of Supports)	Per Member, Annual	$ 1,515
National Honor Society	Per Advisor, Annual	$ 1,212
National Junior Honor Society	Per Advisor, Annual	$ 1,010
PBIS (Positive Behavior)	Per Coach, Annual	$ 1,515
Quiz Bowl	Per Advisor, Annual	$ 1,212
Safety Patrol	Per Advisor, Annual	$ 707
School Improvement	Per Member, Annual	$ 1,515
School Store, High School*	Per Advisor, Annual	$ 1,212
School Store, Middle School*	Per Advisor, Annual	$ 1,010
School Store, Elementary K-6*	Per Advisor, Annual	$ 505
Student Council, Elementary K-6	Per Advisor, Annual	$ 707
Student Council, High School	Per Advisor, Annual	$ 1,515
Student Council, Middle School	Per Advisor, Annual	$ 1,010
Yearbook, High School*	Per Advisor, Annual	$ 1,515
Yearbook, Middle School*	Per Advisor, Annual	$ 1,212
Student Interest Clubs (10-12 hrs)	Per Advisor, Per Session	$ 202
Student Interest Clubs (18-24 hrs)	Per Advisor, Per Session	$ 505
Student Interest Clubs (30+ hrs)	Per Advisor, Per Session	$ 707
Hourly Stipend	Hourly	$ 19.00
**Schedule B stipends will not be paid if the responsibilities fall within a teacher's normal instructional course load.*		
Level 1: Years 1-3 Level 2: Years 4-6 Level 3: Years 7+ Years must be consecutive unless otherwise agreed upon in writing by the coach and Athletic Director due to extenuating circumstances.		
Coaches listed in section 1 and 2 being paid at a rate higher in 2015-2016 than listed on this schedule will be paid at the higher of the two rates.		

ARTICLE 22
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
2019-2020 CALENDAR

Mon	Tues	Wed	Thurs	Fri
July 2019				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August 2019				
			1	2
5	6	7	8	9
12	13	14 - PD	15 - PD	16
19	20	21	22	23
26	27	28	29	30

September 2019				
2	3	4	5	6
9	10	11	12	13
16	17	18-half	19	20
23	24	25	26	27
30				

October 2019				
	1-half	2	3	4
7	8	9	10	11
14 - PD	15	16	17	18
21	22	23	24	25
28	29	30	31-half	

November 2019				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

December 2019				
2	3	4-half	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

January 2020				
		1	2	3
6	7	8-half	9	10
13	14	15	16	17
20 - PD	21*	22	23	24
27	28	29	30	31

Mon	Tues	Wed	Thurs	Fri
February 2020				
3	4	5-half	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

March 2020				
2	3	4-half	5	6
9	10	10	12	13
16	17	17	19	20
23	24	25	26	27
30	31			

April 2020				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22-half	23	24
27	28	29	30	

May 2020				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22-half
25	26	27	28	4

June 2020				
1	2	3	4	5 -half
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

NO SCHOOL
FULL REGULAR INSTRUCTIONAL DAYS
NO SCHOOL FOR STUDENTS - Staff professional development
STUDENT HALF DAY (AM) - Staff professional dev (PM Only)
NO SCHOOL FOR STUDENTS - Half Professional dev
HALF DAY FOR STUDENTS AND STAFF
Potential cancellation day make-up

*January 21 - New Semester

The 2020-2021 calendar will be decide in January or February 2020 based upon this calendar at a mutually agreed upon communications meeting.

ARTICLE 23
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. $700.00 for one 1st or 2nd year mentee.
2. $350.00 for each additional mentee (maximum of two additional).
3. $350 for 3rd year mentee.
4. $230.00 for each additional mentee (maximum of two additional).

E. 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 24
DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by both parties and shall continue in effect until the 30th day of June, 2020.

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_____, 2019, by the parties.

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

By_____
Its Co-President

By_____
Its Co-President

By_____
Negotiating Committee Member

By_____
Negotiating Committee Member

By_____
Negotiating Committee Member

CHARLOTTE PUBLIC SCHOOLS

By _____
Its Board of Education President

By _____
Its Board of Education Secretary

By _____
Its Superintendent of Schools

By _____
Its Executive Director of Business, Operations and Human Resources

APPENDIX (1) GRIEVANCE FORM

Grievance Number _____ Date of Violation _____

School District Building/School _____

Statement of the Grievance: ☐ Attached **Remedy Requested: ☐ Attached**

Article Allegedly Violated:_____

Approved for processing: _____
Signature of CEA Representative

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

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Principal's Disposition: ☐ Attached

Date Received: _____ Date of Action: _____

Association's Response: ☐ Satisfactory ☐ Unsatisfactory

Date: _____ Signature: _____

Superintendent's Disposition: ☐ Attached

Date Received: _____ Date of Action: _____

Association's Response: ☐ Satisfactory ☐ Unsatisfactory

Date: _____ Signature: _____

Board of Education's Disposition: ☐ Attached

Date Received (or next board meeting): _____ Date of Action: _____

Association's Response: ☐ Satisfactory ☐ Unsatisfactory

Date: _____ Signature: _____

☐ Arbitration Indicated
Date: _____ Board President Signature: _____