

**MASTER CONTRACT**



**LITCHFIELD**  
**COMMUNITY SCHOOLS**

**AND**

**LITCHFIELD EDUCATION ASSOCIATION**  
**and 4-C UNIFIED BARGAINING ASSOCIATION, MEA/NEA**

**July 1, 2005 – June 30, 2007**



30048  
06 30 2007  
MEA  
EX

**TABLE OF CONTENTS**

WITNESSETH ..... 1

ARTICLE 1 RECOGNITION ..... 2

ARTICLE 2 BOARD RIGHTS ..... 2-4

ARTICLE 3 ASSOCIATION SECURITY ..... 4-5

ARTICLE 4 TEACHER RIGHTS ..... 6-7

ARTICLE 5 TEACHING HOURS & CONDITIONS OF EMPLOYMENT ..... 8-10

ARTICLE 6 LEAVE PROVISIONS ..... 10-13

ARTICLE 7 VACANCIES, TRANSFERS, PROMOTIONS ..... 13-14

ARTICLE 8 STUDENT DISCIPLINE AND TEACHER PROTECTION ..... 15-17

ARTICLE 9 GRIEVANCE PROCEDURE ..... 17-20

ARTICLE 10 TEACHER EVALUATION ..... 20-23

ARTICLE 11 REDUCTION IN PERSONNEL ..... 23-24

ARTICLE 12 CONTINUITY OF OPERATIONS ..... 24-25

ARTICLE 13 MISCELLANEOUS PROVISIONS ..... 25

ARTICLE 14 PROFESSIONAL COMPENSATION ..... 25-29

ARTICLE 15 SCHOOL REFORM ..... 29-30

ARTICLE 16 ANNEXATION, CONSOLIDATION OR REORGANIZATION ..... 30

ARTICLE 17 COMPLAINTS ..... 31

ARTICLE 18 DURATION OF AGREEMENT ..... 32

SCHEDULE A 2003-2004, 2004-2005 SALARY SCHEDULE ..... 33-37

SCHEDULE B ..... 38-41

APPENDIX A 2004-2005, 2005-2006 CALENDAR ..... 42-43

APPENDIX B GRIEVANCE REPORT FORM ..... 44-46

APPENDIX C TEACHER EVALUATION FORM ..... 47-53

WITNESSETH

**WHEREAS** the Board and the Association recognize and declare that providing a quality education for the children of the Litchfield Community Schools is their mutual aim, and

**WHEREAS** the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Act of 1965, to bargain with respect to hours, wages, and terms and conditions of employment affecting the teaching personnel that are represented by the Association, and

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

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

This Agreement is entered into this 1st day of July 2005, by and between the Board of Education of the Litchfield Community Schools, Litchfield, Michigan, hereinafter called the "Board," and the 4-C Unified Bargaining Association, MEA-NEA, hereinafter called the "Association".

## **ARTICLE 1**

### **RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all persons holding positions which comprise the bargaining unit as hereinafter defined.

The bargaining unit is defined to be comprised of those persons employed by the Board both tenured and on probation who hold positions for which they must be certified by the State Board of Education which include, classroom teachers, lead teachers, student support director, librarians, guidance counselors, and other teaching positions which require the performance of the same or similar functions. The bargaining unit is further defined not to be comprised of and hereby specifically excludes those persons holding the positions of superintendent, principals, assistant principals, per diem substitute teachers, evening and summer school teachers, and all other positions which require the performance of the same or similar administrative, supervisory functions.

The term "teacher" or "employee" when used hereinafter in this Agreement shall refer to all members of the bargaining unit as defined above, represented by the Association and employed by the Board.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement while the Association is the recognized bargaining representative for professional personnel in the bargaining unit described above. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, provided that the adjustment is consistent with the terms of this Agreement, and that the Association has been given opportunity to be present at such adjustment.

## **ARTICLE 2**

### **BOARD 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, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and 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 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 established 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;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.
6. To extend the school calendar after its scheduled ending date in the event an emergency or weather conditions require the closing of school on regularly scheduled days. All teachers will report and work during these make-up days as part of their regular assignment and annual salary. It is understood that the intent of this provision is to assure that the school district incurs no loss of state aid by virtue of the requirement that canceled days of instruction cannot be counted as day of student instruction for purposes of receipt of state aid.
7. To determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
8. To determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
9. To adopt rules and regulations for the operation and management of the schools and the school management of the school and the school district.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent specific and express terms hereof are in conformance with the Constitution and laws of both the State of Michigan and the United States.

### **ARTICLE 3**

#### **ASSOCIATION SECURITY**

- A. The Board recognizes the legal obligation incumbent upon bargaining unit members to contribute to the Association dues or service fees as established by the Association and that such contribution represents the unit member's obligation to pay his/her fair share for the services by the Association. Thus, any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay a Service Fee established by the Association of an amount not greater than the dues uniformly required to be paid by members of the 4-C Unified Bargaining Association, MEA/NEA; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Article 1.
- B. The procedure in all cases on non-payment of the service fee shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.
  2. If the teacher fails to remit the service fee or authorize deduction for same the Association may request the Board to make such deduction from the teacher's salary and remit the same to the Association.
  3. The Board, upon receipt of request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
- C. The Board shall deduct from the regular salaries of teacher's authorized deductions for membership dues, service fees, assessments, and contributions to the Association from the

pay checks in October, November, December, January, February, March, April, and May. The signed assignment authorizing deduction of membership dues is revocable on a yearly basis at the option of the employee. The Board shall continue to deduct PAC contributions as allowable by law.

- D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional Dues or Service Fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- E. The Association agrees, upon request from the District, to provide the district for its review a copy of the Association's current Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or to object to the service fee. The Association further agrees to certify to the District that the Association and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article.

In the event that the Association fails to provide certification or information as called for above, the District shall have the right upon seven (7) calendar days notice to the Association local President, to discontinue all involuntary dues deductions for representation service benefit fees contained in this Article until such times as the Association has fully complied with the provisions of this Section.

Further, the Association agrees to promptly notify the District in the event of a Court order, an order of an administrative agency or an arbitration award is rendered restricting the 4-C Unified Bargaining Association, MEA/NEA from implementing its agency fee objection policy with respect to bargaining unit members who choose not to join the Association. In the event of the entry of such an order or arbitration award, the District shall have the right to immediately suspend involuntary wage deduction under this Article and shall give notice of any such decision to the Association.

The Association agrees to indemnify and save the School District, the Board, (including each individual school board member, employee and administrator), harmless against any and all claims, demands, attorney fees, costs suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the District for the purpose of complying with this Article, unless it can be shown that the Board is guilty of gross misconduct. It is understood that the selection of the attorney shall be the exclusive rights of the Association and all proceedings shall be under the control of the Association. The Board agrees to supply all information necessary for the defense by the Association.

## **ARTICLE 4**

### **TEACHER RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the rights freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of this membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a Mediator from such public agency as provided in Section 7 of Act 336 of the Michigan Public Acts of 1965.
- C. Teachers may use school building facilities before or after regular class hours and during lunch time for Association meetings provided they receive prior approval of the Board. The Board hereby designates as its representative for such purpose, the Superintendent of Schools. The Board retains the right of room assignment. The use of school phones, equipment, and supplies for Association business must have prior approval of the Superintendent. The Association will reimburse the Board in full for any costs or charges incurred through such use. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin board and access to teachers' mail boxes shall be made available to the Association. All materials posted, or placed in mail boxes, must relate to official business of the Association and be signed by a designated Association official. The Association shall not use the facilities mentioned above to instigate any strike, slowdown or work stoppage.
- D. The Board agrees to furnish the Association all financial information actually necessary to enable the Association to determine its course of each action in bargaining or contract administration. The Association must specify the information desired. Information which is tentative and subject to discussion and revision will be furnished only after it has been presented to the Board at a regular meeting. Original records are to be examined only at the offices of the Board. The Board is not under obligation to undertake special studies or to



call in outside consultants in order to secure and give to the Association information which is not readily available.

- E. Teachers are expected to comply with published rules, regulations, and policies adopted by the board or its representatives which are not inconsistent with the provisions of this Agreement. A copy of such rules, regulations, and policies shall be made available to teachers at each Building Principal's office. It is understood that a teacher may refuse to carry out an order which poses imminent threat to physical well-being or safety.
- F. A teacher shall be entitled to have present representation of the Association when the teacher is being interviewed, formally reprimanded or disciplined in writing for any infraction of rules or delinquency of classroom performance and duties under this contract. When a teacher who is being formally reprimanded or disciplined, refuses or does not want representation, the teacher shall sign a waiver of such representation. The administrator shall immediately notify an association representative(s) of such waiver. When request is made for such representation and no representative is available within three (3) days, administrative action may be taken and written record of the proceedings shall be furnished to the teacher and the Association. No teacher shall leave their classroom unattended unless authorized by the Superintendent or his representative.
- G. No teacher shall be disciplined, reprimanded, or reduced in compensation, or demoted without just cause, excluding probationary dismissal. Any such discipline, reprimand or reduction in compensation, by the Board or representative thereof, shall be done in private. All information forming the basis for disciplinary action will be made available to the teacher.
- H. Non-renewal of probationary teachers shall not be subject to the "just cause" standards. However, if discharge of a teacher (including denial of tenure) is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:
1. Continued observations of the inadequacies through the observation process.
  2. Clear direction that the teacher must improve and the consequences of failure to do so.
  3. Adequate opportunity for the teacher to make improvements.
  4. The administrator will provide whatever assistance he can to give help to the teacher so they can improve.

## ARTICLE 5

### TEACHING HOURS AND CONDITIONS OF EMPLOYMENT

It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practical for every boy and girl in the school district. This includes:

Careful daily preparation.  
Attendance at staff meetings.

B. The teachers' normal teaching hours shall be as follows:

Unless conditions warrant less than full day sessions, the normal daily class schedule shall not begin before 7:30 a.m. nor end later than 3:30 p.m.

The length of the teacher's day in school shall not exceed seven (7) hours and thirty five (35) minutes.

All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) minutes.

Elementary teachers (K-5) may use for preparation and conference time all time during which their classes are receiving instruction from various teaching specialists, provided that the teacher shall render assistance to the teaching specialist on special occasions upon request of the teaching specialist. This provision shall be void on any day on which the regularly scheduled period is lost because of schedule change for semester examination, field trips, parent conferences and holidays. Where reasonably possible the elementary schedule will be arranged so that elementary preparation time will be contiguous blocks. The final scheduling decision however shall remain with the Principal. The five (5) weekly elementary preparation and conference time shall average not less than 45 minutes per day.

Elementary teachers (K-5) will be provided one (1) fifteen relief period each day.

All teachers shall be required to report ten (10) minutes before the start of classes and shall remain ten (10) minutes after school ends, except they may leave with students on the last school day of each week.

The weekly instructional time of all teachers will not exceed twenty-eight hours and forty five minutes (28  $\frac{3}{4}$ ) of pupil contact time per week. Teachers, at their option, may take

their students outside for an additional recess. Said recess shall be included in the teacher's weekly pupil contact time.

Each secondary teacher (grades 6-12) shall have one (1) conference period within the student day of not less than forty-nine (49) minutes per day. This provision becomes void on any day in which the regularly scheduled period is lost because of schedule change for semester examinations, field trip, parent conference or other similar activity approved by the Principal which necessitates the foregoing of the conference period by the teacher.

The school calendar for staff shall consist of one hundred sixty-seven (167) student instructional days and nine (9) staff attendance days without students. The staff days shall include five (5) professional development days and four (4) staff work days. The staff work days shall include: one (1) day prior to student attendance for room and material preparation, four (1/2 days) for parent teacher conferences, and two (1/2 days) for records day.

- C 1. Teachers shall attend no more than two building staff meetings per month, except for one meeting in December, if such is held. Forty-eight (48) hours notice will be given for any staff meeting and staff meetings shall conclude within one hour and fifteen minutes of the dismissal of classes.
2. In elementary schools the students will be dismissed at the cafeteria by the teacher or other staff member charged with their supervision. The remainder of the students' lunch period shall be a duty-free lunch period for Elementary Teachers.

Elementary teachers will not be assigned playground duty.

Each teacher shall be required to give an explanation for damaged equipment and/or facilities assigned to him/her.

The District agrees that appropriate staff member use of the school provided State TTI computer outside of school hours, off school premises and outside the presence of students shall not form the basis for disciplinary action.

The District agrees that staff members are not responsible after the termination of warranty for repairs, maintenance, or replacement of equipment unless such expense is the direct result of gross negligence on the part of the staff member. Any replacement costs deemed chargeable to the staff member under this provision shall be calculated on the present value of the equipment not the original cost.

- A. Each teacher will be provided with an attendance and lesson plan book. Such plan book must be available in the building at all times.
- B. There shall be equalization of teacher class size when feasible within the approximate individual grade levels. In the event that an Elementary teacher's class exceeds 28 students, an administrator, association representative and the involved teacher will meet in an attempt to arrive at a mutually agreeable solution to address the issue of class size. Subjects for discussion may include but not limited to; 1) additional preparation time; 2) additional physical assistance (parapro) in either preparing materials "or assisting with instruction"; 3) increased teaching supplies, etc. The committee shall attempt to resolve the issue within a reasonable time after the teacher has requested a review of the matter.
- C. When split grade or multiage classes are utilized, the split grade class or multiage size shall be limited to 3 less than the average number of the component grades which make up the split/multiage. These numbers will be determined before school starts. Students will not be removed from classes solely for the purpose of meeting class size limits after the school year begins. The composition of such classes shall be based on academic achievement and previous teacher input.
- D. The Board shall have the right to determine the number of class periods to be held in grades 7-12. The normal teaching load shall be one instructional class period less than the number scheduled in the school day.
- E. When school is delayed or cancelled due to inclement weather or a school emergency, any hours required to be made up for the District to receive full State Aid will be rescheduled and the staff will report without extra compensation.
- F. Interactive Television is recognized as a method of instruction through the Hillsdale Intermediate School District Consortium. If assigned this type of instruction, staff will have the opportunity to participate in professional development specific to using this technology. There will be a limit of 35 students to include students from on-site and distance learning sites.

## **ARTICLE 6**

### **LEAVE PROVISIONS**

A regular staff member shall be allowed the following leave provisions:

- A. At the beginning of each school year, each teacher shall be credited with fifteen (15) days of leave. Leave days may be taken by a teacher for any reasons and subject to the following



conditions and the Family and Medical Leave Act. Leave days need to be approved. More than 5 consecutive days must be approved one week in advance.

At the end of each school year any unused portion of leave will accumulate on an unlimited basis for all teachers hired before the 2003-2004 school year. Teachers hired after the 2003-2004 school year will have their accumulated leave capped when they reach 180 days.

At the beginning of each school year, returning teachers shall be informed by written notice of their accumulated leave. In the event a teacher does not complete a school year, the amount of days credited for that year will be prorated for the number of days worked.

Miscellaneous provisions regarding absence:

0. The Board of Education reserves the right to require a doctor's certificate or other evidence of illness.
  0. Any regular employee of the school system who in the line of duty incurs an injury for which the employee received compensation under the Worker's Compensation Act, shall at the employee's option, be paid during the period of disability, up to ninety (90) days, the difference between the employee's salary and the amount received under Worker's Compensation. This amount shall be deducted on a prorated basis from the teacher's accumulated sick leave. This provision is valid only if permissible by law, and only if the effect of this provision does not reduce benefits payable to employees by the Worker's Compensation carrier.
  0. Upon the recommendation of the Superintendent, the District may require a teacher to submit to a physical or mental examination by appropriate specialist to determine whether involuntary sick leave is warranted. Such requested examinations will be at the District's expense.
- D. A leave of absence will be granted a teacher called for jury duty, or who is subpoenaed to testify in any legal proceedings connected with the teacher's employment or with the school system. The teacher will receive their regular salary less the fee paid by the courts for each day on which they otherwise would have been scheduled to work at school. Such leave shall not be deducted from leave or business days.
- D. At the beginning of each school year, the Association shall be credited with up to ten (10) days to be used by teachers who are officers or agents of the Association; such days are to be used at the discretion of the Association. The Association agrees to notify the Superintendent no less than forty-eight (48) hours in advance of taking such leave.

D. All leave used following the provisions in Section A, C, D, E, and F shall be paid leave based on the individual teacher's salary and no loss of pay shall result from the use of such leave.

#### G. UNPAID LEAVES

The Board shall grant to any teacher an unpaid leave of absence for a period not to exceed one (1) year, renewable at the discretion of the Board, for the purpose of child care of an infant or seriously ill older child. Teachers requesting child care leave shall notify the Board not less than thirty (30) days prior to the commencement of such leave except in the case of unexpected serious illness of a child. The starting and ending time of the leave will conform as nearly as possible to the start of a marking period but may be relaxed at the discretion of the Superintendent. (A teacher returning from such leave in the fall shall notify the Board of intent to return from leave not later than April 15 of the preceding year.) The teacher shall be reinstated to the same position upon return, provided that Article 11 shall supersede.

The Board shall grant to any teacher an unpaid leave of absence for a period not to exceed one (1) year renewable at the discretion of the Board, for personal illness or disability upon exhaustion of all available leave days. The ending time for the leave will conform as nearly as possible to the start of a marking period but may be relaxed at the discretion of the Superintendent. (A teacher returning from such leave in the fall shall notify the Board of intent to return from leave no later than April 15 of the preceding year.) The District may require the teacher to provide a medical statement from the attending physician that the teacher is able to perform the essential functions of his/her position, with or without reasonable accommodation. The teacher shall be reinstated to the same position upon return, provided that Article 11 shall supersede.

The Board, at its discretion, may grant teachers unpaid leaves of absence for periods not to exceed one (1) year. In order for an unpaid leave of absence request to be considered by the Board, the teacher shall apply in writing to the Superintendent. In order to receive timely consideration of such requests, teachers interested in making such requests are urged to apply at least three (3) months before the anticipated starting date of their leaves. The teacher shall be reinstated to the same position upon return, provided that Article 11 shall supersede.

The teacher may continue health insurance coverage at the teacher's own expense.

Where leave is taken under the Family and Medical Leave Act by an eligible teacher, the Board will continue health care premium payments for eligible bargaining unit members,

for insurance programs specified in Article 15, Section G of this Master Contract, to the extent required by the Family and Medical Leave Act.

If the teacher fails to return from leave at its expiration (except in the event of continuance, onset or recurrence of a serious health condition of the teacher, of the teacher's immediate family member or other circumstances beyond the teacher's control), the Board shall have the right to recover all health plan premium payments made during the unpaid leave interval. This shall not include recovery of any health plan premiums for periods of paid leave which has been substituted for unpaid leave under the FMLA by either the teacher or the Board. Amounts may be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within thirty (30) days of demand.

Any tenure teacher teaching at least one-half (1/2) of a semester before taking the leave shall be granted credit for a full semester's experience on the salary schedule. Seniority rights shall not be interrupted by the leave and the teacher shall retain accumulated sick leave time.

## **ARTICLE 7**

### **VACANCIES, TRANSFERS, PROMOTIONS**

- B. Teachers with interest in potential vacancies will notify the Superintendent's office of their specific interest in writing during the last regular week of school, and shall include the address to which notices should be mailed. Notification shall remain current during the following school year.
- B. Vacancies occurring during the summer months, when school is not in session, shall be posted in the Superintendent's office and notice shall be sent to one address provided by the Association. Teachers having expressed an interest in a position as provided in this Article shall be notified by mail to the teacher's last known address and shall have five (5) days to respond, provided that vacancies occurring during the last two weeks prior to the commencement of school in the fall shall not be subject to notice by mail, but contact by phone shall be attempted.
- B. The following procedure shall be followed when filling vacancies in the bargaining unit, during the school year. A position shall not be considered vacant if the teacher has the right to return to that position.

Vacancies shall be posted, one time only, for a period of three (3) days in each of the following locations: Superintendent's office, the Principals' offices, and the Teachers'

lounges. The Association shall provide the Superintendent with the one address to which notification of the vacancy shall also be sent.

Teachers interested in the vacancy shall notify the Superintendent within the posting period. The teachers who have expressed an interest in the position shall be contacted by the Superintendent's office.

Vacancies occurring during the school year may be filled on temporary basis until the end of the current year. Then re-posted.

Vacancies occurring after April 1<sup>st</sup>, may be filled by a substitute until the end of the school year.

- B. In filling a vacancy within the bargaining unit, the Board agrees to give equal consideration to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The Board agrees to give preference to bargaining unit members when filling vacancies but may hire from outside the bargaining unit when the outside applicant holds "demonstrably superior" qualifications.
  
- B. Teachers shall be given written notice of their tentative assignment for the next school year by June 1. Teachers shall be given written notice of their tentative assigned classroom no later than two weeks before the beginning of the school year. The parties recognize that changes in grade assignments in the elementary school and changes in subject assignments in the secondary school grades may be necessary. While the right of determinations to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer arbitrarily and capriciously or without prior discussion with said teacher. Such transfer and changes of assignment shall be on a voluntary basis whenever possible, but involuntary changes and transfers may be necessary. In making changes of assignments and transfers, the convenience and wishes of the individual more senior teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils. If the wishes of the more senior teacher cannot be met the teacher will be informed as to the specific reasons in writing.

## ARTICLE 8

### STUDENT DISCIPLINE AND TEACHER PROTECTION



The Board recognizes its responsibility to give administrative support and assistance to teachers with respect to control and discipline, although each teacher bears the primary responsibility for maintaining proper control and discipline in the teacher's classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with published Board policy and Michigan State Law.

Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, it shall be the responsibility of the teacher to report this fact to the teacher's principal. The administration will take reasonable and lawful steps to assist the teacher with respect to such pupil. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report.

Teachers will immediately report to their principal in writing all cases of assault allegedly suffered by them in connection with their employment. The Board shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.

The Board will reimburse teachers who, without fault on their part suffer any loss, damage, or destruction to personal property, valued at over twenty-five dollars (\$25), while in the performance of their duties and as a result of the performance of their duties. Reimbursement shall be limited to the difference in cost between the actual replacement costs and any insurance coverage and/or amounts actually and legally recovered from the person involved. If a teacher is required to use personal insurance to implement this paragraph it is understood that the Board will pay any deductible in the teacher's insurance in order to make the teacher whole from such loss, damage, or destruction. Reimbursement for each occurrence shall not exceed five hundred dollars (\$500).

If any complaint by a parent of a student directed toward a teacher is to be entered into the permanent file of the teacher, a written statement of same must be submitted to the teacher to notify the teacher of such action. The teacher may submit a written statement to be attached to and filed with the original complaint.

A pupil may be temporarily excluded from a classroom by a teacher when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the student interferes with classroom procedures, until actions are taken which will allow the pupil to be returned to the class in good standing, providing the teacher furnishes the Principal, before leaving school at the end of the teacher work day of the infraction, with particulars in writing on the problem. Snap Suspension under Michigan School Code applies K-12. A teacher is authorized to immediately remove and suspend a student from a class, subject, or activity

when the student commits a violation of law or engages in disruptive behavior, which includes, but is not limited to the following conduct:

- 0. Throwing objects that can cause bodily or property damage
- 0. Fighting
- 0. Directing profanity, obscene gestures toward the teacher or students
- 0. Violating safety rules as communicated in student handbooks or classroom rules
- 0. Failing to comply with directives given by the teacher
- 0. Expressing racial or ethnic slurs toward the teacher or another student
- 0. Engaging in any misbehavior that gives the teacher a reasonable belief that such conduct will incite violence
- 0. Possessing a laser pointer
- 0. Violating district dress code standard
- 0. Excessive tardiness
- 0. Destroying/defacing school property and/or
- 0. Violating computer use policies, rules, or agreements

Teachers and administrators shall observe the provisions of the Michigan School Code pertaining to corporal punishment or use of physical force upon students.

The District agrees to advise the Association of current and prospective planning activities relating to implementation of the Least Restrictive Environment (LRE) concept in the District. The District will consult with the Association regarding such activities and plans prior to adopting a formal position respecting LRE. Prior to implementation of such activities or plans the Association shall be provided with an opportunity to review program operations and to make recommendations.

To facilitate this process of consultation, the District agrees to meet monthly, upon request of either party, with authorized Association representatives to review current and anticipated LRE programming. The procedures specified herein shall neither expressly nor by implication be deemed to be a waiver of the Association's or District's rights under the Public Employment Relations Act or other statutory authority. If during the term of this agreement LRE activities or plans (including inclusive education) are to be implemented in the District, the parties agree to negotiate over the impact upon wages, hours and working conditions, to the extent required by law.

In accordance with Public Act 71, 1966, counselors, teachers, and administrators who reasonably suspect child abuse or neglect must immediately make an oral report (or cause an oral report to be made) to the Family Independence Agency. The reporting person shall also file a written report with FIA within 72 hours, on forms available from FIA. Teachers will also report suspected cases of child abuse to the principal.

When information concerning a pupil's handicap is made known to the school, the pupil's teachers will be so informed immediately. In all cases such information shall be considered confidential.

Each teacher will be furnished with appropriate and available information at the beginning of each school year concerning the pupil's medication supervision procedure for schools.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

The grievance procedure hereinafter described affords the sole and exclusive remedy for complaints and grievances under this Agreement and the formal method of expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment.

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 but not limited to any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Sessions, of 1937 of Michigan, as amended) shall not be the basis of any grievance pursued from the Board level to arbitration and is hereby excluded from arbitration.

Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a written grievance with the designated representative of the Board. The Board hereby designates as the representative for such purposes the principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building. If the teacher, group of teachers, or the Association does not file a grievance in writing with the principal or other designated Board representative within ten (10) school days after the occurrence, or within ten (10) school days after the date the grievant would reasonably have knowledge of the occurrence, then the grievance shall be considered untimely and no further grievance shall be filed whose basis is this occurrence.

The written grievance must be specific. It must contain a statement of facts upon which the grievance is based, a reference to the articles and sections of the Agreement which have been allegedly misinterpreted or violated, and must state the relief requested. The grievance statement must name and be signed by the Association or employees involved and be submitted using the agreed upon form, a copy of which is attached to this Agreement as Appendix A.

Within five (5) school days of receipt of the grievance, the building principal shall meet with the Association, or its representative, in an effort to resolve the grievance. Affected teachers may be present at such meeting. The principal shall respond in writing within five (5) school days from the conclusion of the meeting to the Association or its representative. If the Association, or its representative, is not satisfied with the written response, or if no response is forthcoming within the five (5) school days, the Association, or its representative, may transmit the grievance, within five (5) school days, to the Superintendent. The Superintendent shall have five (5) school days from receipt of the grievance to meet with the affected parties and shall respond in writing to the Association or its representative within ten (10) school days from the meeting. If the Association, or its representative, is not satisfied with the written response, or if no response is forthcoming with the ten (10) school days, the Association or its representative may transmit the grievance, within ten (10) school days to the Secretary of the Board with copies of the written responses attached.

Within fifteen (15) school days from receipt of the grievance the Board shall consider the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) school days after the Board first considers the grievance.

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted within twenty (20) school days to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) school days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be borne by the losing party.

It shall be the general practice of all interested parties to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.



If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, the teacher shall be reinstated with full reimbursement of all professional compensation lost. If the teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the teacher.

#### Guidelines:

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

Notwithstanding the expiration of the Agreement, any claim or grievance having arisen thereunder may be processed through the grievance procedure until resolution.

Any time limits not strictly adhered to by the grievant, except as provided in 1. above, the grievance is awarded to the party not violating the time limits.

All parties of interest shall be present and may be represented by another person designated by the Association at all meetings and hearings at any level of the Grievance Procedure. In no event shall any teacher be represented by an officer, agent, or representative of any organization in conflict or competition to the Association.

#### Miscellaneous:

A grievance may be withdrawn at any level by mutual agreement without establishing a precedent.

No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

All available information necessary to the determination and processing any grievance shall be furnished upon request to all parties involved in said grievances with the exception of arguments to be presented by either side of arbitration.

### **ARTICLE 10**

## TEACHER EVALUATION

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following has been agreed to in an effort to accomplish the goals:

11. As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the School Code of 1976 (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for either the time connected with completion of these requirements or for other associated costs such as enrollment courses and/or registration fees.
11. For all probationary teachers, the Building Administrator shall prepare an Individualized Development Plan (IDP) in consultation and with the input of the probationary teacher as required by the Tenure Act.
11. Probationary teachers shall be evaluated each year of their probationary period based on at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval is mutually agreed upon by the teacher and the Building Administrator. This evaluation shall include an assessment of the teacher's progress in meeting the goals of his/her individualized development plan (IDP).

Each new teacher shall be assigned a master teacher who shall serve as his/her "mentor teacher" during the new teacher's first three (3) years in the classroom as required by Section 1526 of the School Code. This assignment is subject to change upon request of the mentor, the new teacher, the Association, or the building administrator.

4. The mentor teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion. It is understood that the mentor-new teacher relationship is confidential and shall not be a matter included in the evaluation of either person.
4. As much as possible, the mentor will be selected by the Administration from a list of tenured teachers in the district who have indicated an interest in mentoring. Every effort will be made to match the new teacher with a mentor in the same building and with the same certification. The Association shall be promptly notified of all mentor assignments and any changes of such assignments.

4. Participation as a mentor shall be voluntary. In no instance will a Litchfield School Administrator serve as a teacher mentor. If there is an insufficient number of Litchfield Schools tenured teacher volunteers, retired teachers or college professors may serve as a mentor teacher.
4. A mentor teacher shall be compensated four hundred dollars (\$400) each year for each new teacher mentored. The mentor teacher shall also be provided, for each new teacher he mentors in the school year, an additional one hundred dollars (\$100) of classroom materials of his choice during the new teacher's first year of teaching. An additional seventy-five dollars (\$75) of classroom materials of the mentor's choice shall be provided for mentoring during the new teacher's second year. During the new teacher's third year of teaching, the mentor shall be provided an additional fifty dollars (\$50) of classroom materials of the mentor's choice.

Tenured teachers shall be evaluated in writing at least once every three (3) years based on at least two (2) classroom observations conducted during the period covered by the evaluation.

4. Failure to provide an IDP and/or an evaluation shall be conclusive evidence that the teacher's performance for that period was satisfactory.

Each observation for the purpose of evaluation shall be made in person for a minimum of thirty (30) consecutive minutes. The classroom observation shall be conducted openly and with the knowledge of the teacher. An evaluation may include one or more observations. After each observation, the principal shall prepare a written observation summary which shall be given to the teacher within five (5) school days after the date of the observation. At the request of the Superintendent, principal or the teacher, a meeting shall be held within the next five (5) school days to discuss the written observation summary. At the request of the teacher, or another administrator, another administrator shall conduct a subsequent observation and prepare an observation summary.

The actual typed report of the evaluation shall be completed by the principal. Within ten (10) school days after delivery to the teacher, this report shall be discussed in personal conference with the teacher. Three (3) copies of the evaluation report shall be prepared and shown to the teacher for the teacher's information and review. The teacher will sign all copies of the evaluation report and return all copies to the principal. If the teacher does not agree with the principal's evaluation, the teacher may submit their own objections in writing within six (6) school days to be included as part of the evaluation report. The principal will keep one copy on file in the building for future reference by the teacher and/or the administrator. The second

copy will be forwarded to the Superintendent's office for the future reference by the administration and/or the Board of Education. The remaining copy shall be given to the teacher.

The evaluation report shall be made in a form mutually agreed upon and shall include recommendations as to how the teaching of the teacher may be improved. A copy of the present evaluation form is attached as Appendix C.

Classroom observations shall not be conducted after May 1 of a school year except with the mutual agreement of the Association and the Building Administrator.

Any evaluation which is not conducted according to the foregoing procedure shall be considered erroneous and shall not be included in the teacher's personnel file.

Each teacher shall have the right, upon written request, to review the contents of their own personnel file maintained by the school system. The review will be made in the presence of the administrator responsible for the safe keeping of the file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Privileged information such as confidential credentials, letters of recommendation from universities, previous employers or individuals are specifically exempted from such review. The administrator shall remove such privileged information from the file prior to the review of the file by the teacher. No material other than privileged information may be placed in the file without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

After initial employment, any material initiated from a source other than the teacher shall not be placed in a teacher's file until notice of an opportunity to review the material has been sent to the teacher. The teacher may attach a written notation to any such material or request said material not be placed in the teacher's file. A teacher may request after review of his/her personnel file that certain material be removed from the file. Based on law, and Superintendent's approval, material may be removed from the file.

Only the superintendent or building principal will be responsible for evaluating bargaining unit members. The evaluation instrument used for bargaining unit members will not be based solely on State or National Norm test scores.

## **ARTICLE 11**

### **REDUCTION IN PERSONNEL**

In the event the Board decides to reduce the number of teachers through layoff of employment, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, because of reduction in pupil membership or financial problems, the teacher with the greatest district-wide seniority will be retained as long as the teacher's certification allows that teacher to fill one of the remaining positions. The Board shall give layoff notice to those teachers who are to be laid off by June 30<sup>th</sup> or at least sixty (60) days prior to the end of the first semester.

Definition of certification that allows the teacher to fill one of the remaining positions.

"The minimum qualifications that the State of Michigan and the No Child Left Behind Act will be accepted for a teacher to fill a position. This includes partial assignment waivers." Teachers subject to layoff because of lack of qualifications will be notified and may agree to complete course work in a time frame that would satisfy the certification or minimum qualification requirements of the State of Michigan as required above.

The Board shall prepare and maintain a seniority list showing, in order, the date of appointment of the last date of hire and the certification and field, of each teacher within the first 20 school days of the beginning of the 2<sup>nd</sup> semester. Involved employees and the Association shall have the next ten (10) school days to lodge any objections to the list. The date of hire is defined as the date of the Litchfield Board of Education meeting where the Board officially approves the hiring of the teacher. Teachers with the same last date of hire will participate in a drawing to determine their rank on the seniority list.

The Association and affected teachers shall be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance. One copy of the seniority list will be provided to the Association. Any teacher, who leaves the bargaining unit, will have as his/her seniority date, the date that he/she returns to the bargaining unit. Any teacher who leaves the bargaining unit and moves to the Administration shall have their seniority capped. A teacher who returns to the unit from an Administrative position shall have their original hiring date altered to represent only the year of teaching service within the District.

It is further agreed that any layoff pursuant to this Article shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits under any teacher's individual employment contract or under this collective bargaining Agreement.

After the completion of the contract year in which the layoff took place, the Board shall have no obligation to rehire any non-tenure teacher laid off pursuant to this Article.



Any tenured teacher on layoff shall be recalled in inverse order of layoff, provided said tenured teacher is certified for the vacancy.

The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said teacher, at the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher. If a teacher fails to report to work within ten (10) days from date of mailing of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate the teacher's individual employment contract and any other employment relationship with the Board.

When the Board has identified the necessity of layoff, the Board will accept the request of the most senior teacher, so requesting, for voluntary layoff. A teacher originally identified for layoff must be able to fill the position of the teacher requesting voluntary layoff. A teacher on voluntary layoff will be subject to recall as any other teacher on layoff.

The Board will approve the request of any non laid off teacher for a one year leave of absence if a laid off teacher could fill the position of the person requesting the leave, and accepts recall. Conditions applicable to this leave shall be specific in Article 6, H, (3) of this Agreement.

## **ARTICLE 12**

### **CONTINUITY OF OPERATIONS**

- E. The Association agrees that during the period of this Agreement the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike for any purpose whatsoever.
- E. A strike shall be defined to include slowdowns, picketing, work stoppage of any kind including "mass sickness", and other connected or concerted activities having the effect of interrupting work or interfering with the normal school operation.
- E. Any violation of this section shall mean that the local Association and/or the State Association involved may be held liable for any and all damages or injuries suffered by the Board.

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

The individual teacher's contract 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.

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.

Copies of this Agreement between the Litchfield Board of Education and the 4-C Unified Bargaining Association, MEA-NEA shall be printed at the expense of the Board within thirty (30) days after ratification and presented to all teachers now employed and hereafter employed. Further, that the Board shall furnish eight (8) copies of the Master Agreement to the Association for its use.

The nature and responsibility of a teacher's assignment requires a certain portion of preparatory work to be performed at home. Space and furniture necessary for such home work and their upkeep are the responsibility of the teacher whose assignment requires such equipment and/or space. The Board shall not be obligated by any costs incurred pursuant to this subsection.

## **ARTICLE 14**

### **PROFESSIONAL COMPENSATION**

The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in the Agreement.

The salary schedule is based upon a normal full time teaching load, on a nine-and-one-half month's (traditional, two-semester teaching year) basis as agreed upon in the calendar. For extra work the teacher shall be entitled to appropriate additional professional compensation, as set forth in Schedule B.

A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in the formal grievance procedure of this Agreement shall be released from regular duties without loss of salary.

At the request of an employee and as part of the compensation arrangement, the Board will purchase a tax-sheltered annuity contract, as provided under section 403b of the current Federal Internal Revenue Code, for the employee and make payroll allocations in

accordance with such arrangement for the purpose of paying the entire premium due and to become due under the annuity contract. The Board shall have no liability thereunder because of its purchase of any such annuity contracts.

Upon appropriate written authorization from an employee, the Board shall make regular deductions from the salary of the employee and remit this sum to the employee's account with the School Employees Credit Union. Such deductions shall be forwarded to the School Employees Credit Union within five (5) days following deduction.

Longevity benefits will be paid to the teacher who has completed step 12 and eleven (11) years of service to the district. The longevity dollar amounts are based upon Step 12 of the teacher's proper salary column. The longevity pay amounts, which are listed in Schedule A, are frozen at the 1997-1998 salary schedule longevity dollar amounts.

Longevity 1	12-15 years	1.5% of the 1997-98 pay scale
Longevity 2	16-20 years	3.0% of the 1997-98 pay scale
Longevity 3	21-25 years	6.0% of the 1997-98 pay scale
Longevity 4	26-30 years	9.0% of the 1997-98 pay scale
* Longevity 5	31 and + years	12.0% of the 1997-98 pay scale

\* Only those eligible for Longevity 5 during 2003-2004 year will receive longevity 5 indefinitely. For all others employees, longevity 4 will be the last longevity step.

The longevity dollars are applied to Step 12 of either the BA, BA+25, MA, MA+15, or MA+30 salary step.

G.1. The Board shall provide to the bargaining unit members, either MESSA Super Care I PAK A, MESSA PAK B, or MESSA Choices PAK C described below for a full twelve (12) month period for each year of this Agreement for the teachers and their eligible dependents as defined by MESSA, including sponsored dependents.

Teachers electing MESSA Super Care I PAK A health insurance (as of the successful addition of MESSA Choices II) shall be responsible for the difference in cost between MESSA Super Care I and MESSA Choices II plus \$35.00 per month co-pay.

Teachers electing PAK B (LTD, Life, Vision, Delta Dental) shall receive cash in lieu of health insurance equal to the amount equivalent to MESSA's published rate for Choices II PAK C single subscriber rate per month. Teachers shall have the option of taking the monthly allowance in cash, or have it applied to purchase MESSA non-taxable options or Tax Deferred Annuities. Teachers currently in a Tax Deferred Annuity program with the

Board may continue that program. Teachers who shall request tax-deferred programs as of July 1, 2005 shall use options available to them through Michigan Education Association Financial Services.

Teachers electing MESSA Choices II PAK C health insurance shall be responsible for a premium contribution of \$35.00 per month for the life of this Agreement.

The Board shall provide a qualified 125 plan that permits a member's contribution towards premiums to be paid with pretax dollars through a Salary Reduction Agreement and payroll deduction. All costs relating to the implementation and administration of benefits under the program shall be borne by the Board.

Teachers electing health insurance shall have a choice of: MESSA Super Care I (PAK A) or MESSA Choices II (PAK C):

**PAK A**

MESSA Super Care I  
MESSA Life Insurance  
MESSA Delta Dental

**Health Insurance**

\$5,000 AD&D

Class I at 80%

Class II at 80%

Class III at 80%

Class I, II, & III Annual Maximum = \$1,000

Class IV 80% Lifetime Maximum (ortho)

\$1,300/household member

MESSA Vision

VSP - 2

MESSA LTD

66 2/3%, 90 day wait, \$4,000 Monthly Maximum, Family  
Social Security Offset

**PAK B**

MESSA Life Insurance  
MESSA Delta Dental

\$10,000 AD&D

Class I at 80%

Class II at 80%

Class III at 80%

Class I, II & III Annual Maximum = \$1,000

Class IV 80% Lifetime Maximum (ortho) \$1,300/

household member

MESSA Vision

VSP - 3

MESSA LTD

66 2/3%, 90 day wait, \$4,000 Monthly Maximum,  
family Social Security Offset

PAK C

MESSA Choices II	Health Insurance
MESSA Life Insurance	\$5,000 AD&D
MESSA Delta Dental	Class I at 80%
	Class II at 80%
	Class III at 80%
	Class I, II, III Annual Maximum = \$1,000
	Class IV 80% Lifetime Maximum (ortho) \$1,300/ household member
MESSA Vision	VSP – 3
MESSA LTD	66 2/3%, 90 day wait, \$4,000 Monthly Maximum, family Social Security Offset

2005 – 2006 Published MESSA Choices II Single Subscriber Rate = \$505.38

2006 – 2007 Published MESSA Choices II Single Subscriber Rate

1. Teachers who wish additional coverage may authorize deductions of the required additional funds from their salary.
  2. The above benefits are subject to Rules and Regulations of the underwriter.
  3. All less than full time teachers shall have prorated fringe benefits.
2. The Board of Education shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All costs relating to the implementation and administration of benefits under this program shall be borne by the Board. To elect a tax-deferred annuity, the employees shall enter into a salary reduction agreement.
- H. Beginning teachers who have participated in a five-year teacher intern program which includes two full semesters of practice teaching will be credited with one year of experience in recognition of this added training and placed at Step 2 on the salary schedule.
- B. The salary for degree teachers with special certificates issued because of a deficiency of credits in professional (education) courses will be less than the scheduled salary. This salary reduction will be one thousand dollars (\$1,000) plus ten (\$10) for each semester hour less than the required twenty semester hours of approved education courses.
- C. A maximum of six (6) years of teaching experience will be allowed on schedule in transfer to this school.

- D. A teacher who is laid off, effective the last duty day or later of one school year, and collects unemployment benefits for any period of time between last day of school one school year and the first teacher work day of the next school year and is subsequently recalled to at least an equal position before the first teacher work day of the next school year will be paid according to an annual salary rate, such that collected unemployment compensation benefits and salary equal the amount on the salary schedule.
- K. A teacher shall be paid thirty (\$30) dollars per day for all accumulated sick leave upon retirement from the District.
- K. For all teachers who successfully complete course work beyond 18 semester hours, the District will reimburse the teacher \$125 per year for all course work in excess of 18 semester hours which are directly related to the teacher's assignment or a part of an advanced degree program with a passing grade as established by the university/college granting credit.

## **ARTICLE 15**

### **SCHOOL REFORM**

A school improvement committee shall be established to serve in a coordination and advisory capacity for needed changes and improvements in Litchfield Community Schools facilities, equipment, supplies, and curriculum. The committee will operate under both Federal and State mandates.

The school improvement committee shall be responsible for reviewing and recommending actions to the Board of Education which meet the requirements of Section 1277 of the School Code.

Copies of all building level School Improvement plans, reports, minutes and recommendations shall be provided to the Association through its representatives in the school improvement committee.

The membership of the school improvement committee shall have representatives from each building (HS, MS, EL), the Board of Education, administration, support staff, parents and high school students. The LEA will designate the building representatives.

There shall be a District wide review committee composed of the Superintendent and the Association President. The purpose of the committee shall be to monitor and provide a review of all school improvement plans and activities in the District with respect to the involvement of teachers and the impact of such plans and activities on wages, hours and/or other terms and conditions of employment of bargaining unit members.

In the event that any provisions of a school improvement committee activity or application there of violates, contradicts or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

If school improvement committee meetings or activities are scheduled by the Administration during the employee's regular workday, the employee shall be released from duties without loss of pay to attend the meetings.

The conditions which follow shall govern employee participation in any and all Committee plans, programs or projects included in the term "School Improvement Committee".

8. Participation by the employee is voluntary.
8. Participation or non-participation shall not be used as criteria for evaluation, discipline or discharge.

The School Improvement Committee will not deal with personnel matters.

## **ARTICLE 16**

### **ANNEXATION, CONSOLIDATION, OR REORGANIZATION**

If annexation, consolidation or reorganization affecting the District is to take place during the term of this Agreement, the Board agrees to notify the Association in advance and, upon request of the Association, to negotiate with the Association over the effects of such change upon bargaining unit members impacting wages, hours, terms and conditions of employment.

## **ARTICLE 17**

### **COMPLAINTS**

With respect to any complaint against a teacher by a parent, guardian, student, another school employee, or community citizen, the following procedures shall be followed.

With the exception of a complaint dealing with violation of law, the complaining party shall be encouraged to first attempt to resolve the problem directly with the teacher involved.

Then at the request of either or both the complainant and the teacher, the building principal shall attempt to arrange a conference between all parties concerned in order to resolve the problem. If, however, either the complainant or teacher objects to a conference of all the



parties, the principal shall discuss the matter with the involved parties separately. In any event, the teacher shall be notified of the complaint.

No disciplinary action shall be taken upon any complaint directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file or evaluation unless the matter with the name of the complainant is reported in writing to the teacher concerned within 10 school days of the complaint. The teacher will be provided sufficient time and opportunity to respond and/or to correct the situation prior to any further administrative action.

In order for a complaint to be acted upon or to be included in said teacher's personnel file, it must be timely. That is, the complaint must be made within the school year in which the incident occurs or the summer of that school year. In the event that a complaint occurs during the last week of a school year or during the summer, a certified letter shall be sent to the teacher notifying him of the complaint, within 14 calendar days.

If a complaint relates to an alleged sexual offense or a violation of law, the sections above shall not apply.

If, as a result of a complaint, the complainant and/or the student suffers an identifiable reprisal from the teacher, the teacher shall be subject to disciplinary action. If the teacher suffers a reprisal from the complainant and/or student, the teacher will report, in writing, the circumstances of the situation to the building principal and request his intervention, assistance, or record of it.

ARTICLE 18

DURATION OF AGREEMENT

- A. Upon request of either party, on or after April 1, 2007, preceding the termination of this Agreement, negotiations shall commence, not later than thirty (30) days after receipt of such request by the other party, for the purpose of fulfilling the mutual obligation to negotiate in good faith regarding a successor Agreement. Neither party shall be obligated to engage in such negotiations prior to such request.
  
- B. This Agreement shall be effective July 1, 2005, upon ratification by a majority of the Board and a majority of the membership of the Association. This agreement shall continue in full force and effect without change, unless there is a mutual agreement between the Board and the Association set forth in writing and ratified by a majority of the Board and a majority of the membership of the Association, to amend the Agreement, until June 30, 2007.

FOR THE BOARD

By St. J. W.

By Sheryl Pitts

By Clair Nean

Date Signed 10-19-05

FOR THE ASSOCIATION

By Nancy Burns

By Cheryl Smith

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By 4C UBA Cynthia Moore

By MEA/NEA Diane F. Papp, MEA/NEA  
10/20/05

Date Signed \_\_\_\_\_

## SCHEDULE A

\* In order to qualify for the BA+25 schedule, all 25 credits must be earned in Professional Education at an accredited institution after the BA/BS is granted.

- B.
1. The MA/MS + 15 schedule will be recognized only if credits were earned at an accredited institution.
  2. Step increments become effective September 1<sup>st</sup> of each year. Educational column changes shall occur at the beginning of each semester upon proof of completion of credits needed for that column.
  3. Fractional years of experience, if one-half (1/2) year or more, will be recognized as one half year and applied to the above salary schedule.

All salaried personnel will be paid every other Friday. At the beginning of the school year, each teacher shall have the option of receiving the normal teaching compensation in twenty-one (21) or in twenty-six (26) equal payments, or twenty-one (21) equal payments plus five checks covering the summer months, available the second payroll in June. Salary payments shall begin with the first pay day in the school year.

SCHEDULE A  
Appendix D  
2004-2005 Salary Schedule

<u>STEP</u>	<u>BA</u>	<u>BA + 25</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA+30</u>
1	\$31,563	\$31,748	\$33,836	\$34,967	\$36,270
2	\$33,572	\$34,715	\$35,854	\$36,991	\$38,294
3	\$35,585	\$36,730	\$37,871	\$39,013	\$40,316
4	\$37,597	\$38,742	\$39,888	\$41,034	\$42,337
5	\$39,607	\$40,759	\$41,909	\$43,056	\$44,359
6	\$41,618	\$42,773	\$43,926	\$45,078	\$46,380
7	\$43,631	\$44,789	\$47,019	\$47,098	\$48,403
8	\$45,611	\$46,804	\$47,963	\$49,119	\$50,425
9	\$47,654	\$48,817	\$49,980	\$51,142	\$52,447
10	\$49,666	\$50,832	\$52,000	\$53,166	\$54,470
11	\$51,676	\$52,848	\$54,017	\$55,188	\$56,491
12	\$53,410	\$54,544	\$55,714	\$56,886	\$58,187

Longevity: Upon completion of Step 12 and completion of 11 years teaching in Litchfield.

Longevity 1997-1998 Dollars

L-1 Yrs 12-15	\$ 667	\$ 682	\$ 697	\$ 712	\$ 729
L-2 Yrs 16-20	\$1,334	\$1,364	\$1,394	\$1,424	\$1,458
L-3 Yrs 21-25	\$2,667	\$2,728	\$2,788	\$2,849	\$2,916
L-4 Yrs 26-30	\$4,001	\$4,092	\$4,182	\$4,273	\$4,374
L-5 Yrs 31 & +	\$5,335	\$5,456	\$5,577	\$5,697	\$5,832

Total 2004-2005 with longevity 1997-1998 Dollars

L-1 Yrs 12-15	\$54,077	\$55,226	\$56,411	\$57,598	\$58,916
L-2 Yrs 16-20	\$54,744	\$55,908	\$57,108	\$58,310	\$59,645
L-3 Yrs 21-25	\$56,077	\$57,272	\$58,502	\$59,735	\$61,103
L-4 Yrs 26-30	\$57,411	\$58,636	\$59,896	\$61,159	\$62,561
L-5 Yrs 31 & +	\$58,745	\$60,000	\$61,291	\$62,583	\$64,019

SCHEDULE A  
Appendix D  
2005-2006 Salary Schedule

Increase of **0.825%** from 2004-05 Salary Schedule

<u>STEP</u>	<u>BA</u>	<u>BA + 25</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA+30</u>
1	\$31,823	\$32,010	\$34,115	\$35,255	\$36,569
2	\$33,849	\$35,001	\$36,150	\$37,296	\$38,610
3	\$35,879	\$37,033	\$38,183	\$39,335	\$40,649
4	\$37,907	\$39,062	\$40,217	\$41,373	\$42,686
5	\$39,934	\$41,095	\$42,255	\$43,411	\$44,725
6	\$41,961	\$43,126	\$44,288	\$45,450	\$46,763
7	\$43,991	\$45,159	\$47,407	\$47,487	\$48,802
8	\$45,987	\$47,190	\$48,359	\$49,524	\$50,841
9	\$48,047	\$49,220	\$50,392	\$51,564	\$52,880
10	\$50,076	\$51,251	\$52,429	\$53,605	\$54,919
11	\$52,102	\$53,284	\$54,463	\$55,643	\$56,957
12	\$53,851	\$54,994	\$56,174	\$57,355	\$58,667

Longevity: Upon completion of Step 12 and completion of 11 years teaching in Litchfield.

Longevity 1997-1998 Dollars

L-1 Yrs 12-15	\$ 667	\$ 682	\$ 697	\$ 712	\$ 729
L-2 Yrs 16-20	\$1,334	\$1,364	\$1,394	\$1,424	\$1,458
L-3 Yrs 21-25	\$2,667	\$2,728	\$2,788	\$2,849	\$2,916
L-4 Yrs 26-30	\$4,001	\$4,092	\$4,182	\$4,273	\$4,374
L-5 Yrs 31 & +	\$5,335	\$5,456	\$5,577	\$5,697	\$5,832

Total 2005-2006 with longevity 1997-1998 Dollars

L-1 Yrs 12-15	\$54,518	\$55,676	\$56,871	\$58,067	\$59,396
L-2 Yrs 16-20	\$55,185	\$56,358	\$57,568	\$58,779	\$60,125
L-3 Yrs 21-25	\$56,518	\$57,722	\$58,962	\$60,204	\$61,583
L-4 Yrs 26-30	\$57,852	\$59,086	\$60,356	\$61,628	\$63,041
L-5 Yrs 31 & +	\$59,186	\$60,450	\$61,751	\$63,052	\$64,499

SCHEDULE A  
Appendix D  
2006-2007 Salary Schedule

Increase of **0.825%** from 2005-06 Salary Schedule

<u>STEP</u>	<u>BA</u>	<u>BA + 25</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA+30</u>
1	\$32,086	\$32,274	\$34,397	\$35,546	\$36,871
2	\$34,128	\$35,290	\$36,448	\$37,604	\$38,928
3	\$36,175	\$37,339	\$38,498	\$39,659	\$40,984
→ 4 →	→\$38,220	\$39,384	\$40,549	\$41,714	\$43,038
5	\$40,263	\$41,434	\$42,603	\$43,769	\$45,094
6	\$42,308	\$43,482	\$44,654	\$45,825	\$47,148
7	\$44,354	\$45,531	\$47,798	\$47,878	\$49,205
8	\$46,367	\$47,579	\$48,758	\$49,933	\$51,260
9	\$48,444	\$49,626	\$50,808	\$51,989	\$53,316
10	\$50,489	\$51,674	\$52,862	\$54,047	\$55,372
11	\$52,532	\$53,724	\$54,912	\$56,102	\$57,427
12	\$54,295	\$55,448	\$56,637	\$57,828	\$59,151

Longevity: Upon completion of Step 12 and completion of 11 years teaching in Litchfield.

Longevity 1997-1998 Dollars

L-1 Yrs 12-15	\$ 667	\$ 682	\$ 697	\$ 712	\$ 729
L-2 Yrs 16-20	\$1,334	\$1,364	\$1,394	\$1,424	\$1,458
L-3 Yrs 21-25	\$2,667	\$2,728	\$2,788	\$2,849	\$2,916
L-4 Yrs 26-30	\$4,001	\$4,092	\$4,182	\$4,273	\$4,374
L-5 Yrs 31 & +	\$5,335	\$5,456	\$5,577	\$5,697	\$5,832

Total 2006-2007 with longevity 1997-1998 Dollars

L-1 Yrs 12-15	\$54,962	\$56,130	\$57,334	\$58,540	\$59,880
L-2 Yrs 16-20	\$55,629	\$56,812	\$58,031	\$59,252	\$60,609
L-3 Yrs 21-25	\$56,962	\$58,176	\$59,425	\$60,677	\$62,067
L-4 Yrs 26-30	\$58,296	\$59,540	\$60,819	\$62,101	\$63,525
L-5 Yrs 31 & +	\$59,630	\$60,904	\$62,214	\$63,525	\$64,983

\*\* Salary incentive for 2006-07 = should student enrollment in Litchfield Community Schools reach 502 by the state count day in September 2006, all teachers shall receive a 0.25% one-time lump sum payment in December 2006. Should the student count hold at 502 as of the last day of school for the 2006-07 school year, the 0.25% received in December 2006 shall be added to the salary schedule. The adjusted 2006-2007 salary schedule shall then be the bases to begin salary negotiations beyond same year. (See 2006-2007 Adjusted Salary Schedule, page 38)

SCHEDULE A  
Appendix D  
2006-2007 Adjusted Salary Schedule

STEP	BA	BA + 25	MA	MA + 15	MA+30
1	\$32,166	\$32,355	\$34,483	\$35,635	\$36,963
2	\$34,214	\$35,378	\$36,539	\$37,698	\$39,026
3	\$36,265	\$37,432	\$38,595	\$39,759	\$41,086
4	\$38,315	\$39,482	\$40,650	\$41,818	\$43,146
5	\$40,364	\$41,538	\$42,710	\$43,879	\$45,207
6	\$42,413	\$43,590	\$44,765	\$45,939	\$47,266
7	\$44,465	\$45,645	\$47,918	\$47,998	\$49,328
8	\$46,483	\$47,698	\$48,880	\$50,058	\$51,389
9	\$48,565	\$49,750	\$50,935	\$52,119	\$53,449
10	\$50,615	\$51,803	\$52,994	\$54,182	\$55,511
11	\$52,664	\$53,858	\$55,049	\$56,243	\$57,571
12	\$54,431	\$55,586	\$56,779	\$57,973	\$59,299

Longevity: Upon completion of Step 12 and completion of 11 years teaching in Litchfield.

Longevity 1997-1998 Dollars

L-1 Yrs 12-15	\$ 667	\$ 682	\$ 697	\$ 712	\$ 729
L-2 Yrs 16-20	\$1,334	\$1,364	\$1,394	\$1,424	\$1,458
L-3 Yrs 21-25	\$2,667	\$2,728	\$2,788	\$2,849	\$2,916
L-4 Yrs 26-30	\$4,001	\$4,092	\$4,182	\$4,273	\$4,374
L-5 Yrs 31 & +	\$5,335	\$5,456	\$5,577	\$5,697	\$5,832

Adjusted total 2006-2007 with longevity 1997-1998 Dollars

L-1 Yrs 12-15	\$55,098	\$56,268	\$57,476	\$58,685	\$60,028
L-2 Yrs 16-20	\$55,765	\$56,950	\$58,173	\$59,397	\$60,757
L-3 Yrs 21-25	\$57,098	\$58,314	\$59,567	\$60,822	\$62,215
L-4 Yrs 26-30	\$58,432	\$59,678	\$60,961	\$62,246	\$63,673
L-5 Yrs 31 & +	\$59,766	\$61,042	\$62,356	\$63,670	\$65,131



## SCHEDULE B

### A. 1. Sports

Varsity Football	10.0%	Varsity Baseball	7.5%
Asst. Varsity Football	7.0%	Jr. Varsity Baseball	3.5%
Jr. Varsity Football	7.0%	Varsity Track	10.0%
Jr. High Football	3.0%	Asst. Track	7.0%
Varsity Basketball	11.0%	Boys Cross Country	5.0%
Jr. Varsity Basketball	8.0%	Girls Cross Country	5.0%
Freshman Basketball	6.0%	Golf	5.0%
7 <sup>th</sup> Grade Basketball	4.0%	Gymnastics	6.0%
8 <sup>th</sup> Grade Basketball	4.0%	Varsity Volleyball	10.0%
5-6 <sup>th</sup> Grade Basketball	2.0%	J.V. Volleyball	7.0%
Jr. High Volleyball	4.0%		
Jr. High Track – Boys	4.0%	Assistant JV Football	5.0%
Jr. High Track – Girls	4.0%		

### 2. Other

Athletic Director	11.0%	Career Ed. Coordinator	4.0%
Asst. A.D.	4.0%	Cheerleading	8.0%
Band	8.0%	Asst. Cheerleading	3.0%
AV Director	4.0%		

3. If there are no Association member candidates for a posted Schedule B position, the District may negotiate separate work agreements including wage or salary agreements for any person hired for any Schedule B position who is not a member of the Teacher's Bargaining Unit. In no case shall the negotiated agreement exceed the Schedule B salary for the position indicated.

If there are any Association member candidates, the negotiated Schedule B rate shall be used.

4. Supplementary contracts shall be offered on a provisional basis that the Board may void the contract at any time for the following reasons:
- k. Insufficient student interest in that activity.
  - k. Lack of funds.

- c. Position is abolished. If the position is abolished after the teacher has been on the job, the teacher will be paid on a prorated basis for the time worked.
- d. A supplementary contract shall be voided by a teacher giving ten (10) school days notice of this intent, such notice shall be given at least twenty (20) days prior to the beginning of the season. Teachers taking such action relinquish any rights to that position for the balance of the school year concerned.

5. The Board of Education will pay for the above special services, when performed outside the regular school schedule, at the rates indicated above. The rates (percentage) will be applied to the BA/BS current year schedule at the experience level of the teacher in that activity.

**B. OTHER SPECIAL SERVICES**

1. Payment for supervision of the activities listed below are based upon Step 1 of the BA Salary Schedule. *was as of May '07*

	Annual Yearbook Advisor	3% - Vicki Heckel
<i>Hold</i>	Debate Advisor	2%
	Forensics Advisor	2%
	Drama Advisor	2.5% - Nancy Moore
	Senior Class Advisor	2%
	Junior Class Advisor	2%
	Other High School Class Advisors	1%
	Junior High /Middle School Class Advisors	1%
	Odyssey of the Mind	1%
	National Honor Society	1% - <i>Marge Beckner</i>
<i>Quizz Bowl - Darcy Roach did 5th graders last yr. some one else did M.S. with parent volunteers</i>	School Improvement Team - up to 3 positions (Elementary School, Middle School, High School) Each position will be paid equally (.66% of base salary, Step 1)	
<i>Verbally Hold</i>	Student Council Advisor	2% - <i>Craig Lehke</i>
	SADD Advisor	1% - ??
	Safety Patrol Advisor	1%

- 2. Non-bargaining unit members, who fill the positions above may be required to submit time reports.
- 3. (a.) A teacher who substitutes for another teacher during their conference period in the regular school day, supervises the elementary playground during the noon hour,

supervises the entire high school lunch period shall be reimbursed at the rate of \$20.00 per hour. Others paid at this rate includes professional summer employees hired for At Risk, Summer School, bargaining unit members hired for Drivers Education, Lead Teacher, and Curriculum Work.

- (b). The parties agree that when members of the bargaining unit are to be compensated for extra duty work under a grant program or a program funded from an outside source, the compensation for extra duty work shall be the higher of the following.
1. The rate of compensation provided for in the grant or program, or a rate calculated by using the monies provided for in the grant divided by the amount of extra duty work.
  2. The rate of compensation agreed to in B 3 (a) above for such bargaining unit extra duty work.
- C. Any teacher employed by the Board at work related to the teacher's field exceeding the regular contractual period shall be reimbursed on a proportional basis according to the teacher's base salary.
- D. Teachers are encouraged to attend meetings that will increase their understanding and knowledge in their particular field of endeavor. Attendance at such meetings will be with the approval of the Superintendent of Schools. When necessary, a substitute teacher will be provided to enable a teacher to attend such a meeting, but normally attendance will be restricted to one such meeting per school year.
- E. Teachers, who travel on school business in their personal conveyance, or commercial carrier, shall be reimbursed at the IRS rate per mile, provided such travel has been approved by the Superintendent of Schools. Reimbursement for travel shall at no time exceed the cost of travel. Institutes which teachers are expected to attend and meetings of professional association (M.E.A.) groups are not eligible for reimbursement.
- F. When a teacher's attendance at a professional conference is approved, the teacher shall be reimbursed for his/her registration fees, housing, meals, and travel costs.
- G. The teacher who is also responsible for the extended day/extended year agricultural and FFA program shall be compensated at the rate of 44/38ths of the teacher's regular annual salary as determined in Schedule A.

- H. The counselor shall work for 10 days before school begins and after school ends and is to be compensated per contract monetarily or with compensatory time at the discretion of the principal or superintendent.

**APPENDIX A**

**Calendar 2004-2005 School Year**

**Litchfield Community Schools**

		Monthly Teacher	Monthly Student	PD
<b><u>August 2004</u></b>				
Aug. 30	Teacher Work Day			
Aug. 30	School Wide Open House 6-7 p.m.			
Aug. 31	Professional Development – Adaptive Schools	2	0	1
<b><u>September 2004</u></b>				
Sept. 1	Professional Development – Adaptive Schools			
Sept. 2	Teacher Work Day			
Sept. 3	No School – Labor Day Weekend			
Sept. 6	No School – Labor Day Weekend			
Sept. 7	First Day for Students			
Sept. 27	No School for students – Fair Day			
	Professional Development Day for Staff	20	17	2
<b><u>October 2004</u></b>				
Oct. 29	End of First Marking Period	21	21	
<b><u>November 2004</u></b>				
Nov. 3	P/T Conf. 3-7:00 p.m. 11:10 a.m dismissal			
Nov. 4	P/T Conf. 12:00-4:00 p.m. 11:10 a.m. dismissal			
Nov. 5	No School			
Nov. 25-26	Thanksgiving Break No School	19	18	
<b><u>December 2004</u></b>				
Dec. 22-31	Winter Break – No school for students/staff	15	15	
<b><u>January 2005</u></b>				
Jan. 3	School Resumes Teachers/Students			
Jan. 14	End of Semester/Professional Development Day for Staff - Dismiss at 11:10 a.m.			
Jan. 17	No School for Students – Professional Development Day for Staff	21	19.5	1
<b><u>February 2005</u></b>				
Feb. 21	President’s Day - No School – Students Professional Development Day for Staff	20	19	1
<b><u>March 2005</u></b>				
Mar. 23	P/T Conf. 3-7:00 p.m.. Dismiss at 11:10 a.m.			
Mar. 24	P/T Conf. 12-4:00 p.m. Dismiss at 11:10 a.m.			
Mar. 25	NO SCHOOL – Good Friday			
Mar. 28- Apr. 3	Spring Break – No School Teachers/Students	18	17	
<b><u>April 2005</u></b>				
April 4	School Resumes Teachers/Students	20	20	
<b><u>May 2005</u></b>				
May 20	Last Day for Seniors			
May 22	Graduation – 2:00 p.m.			
May 27	Last Day of School – 11:10 a.m Dismissal	20	19.5	
	<b>Totals</b>	<b>176</b>	<b>166</b>	<b>5</b>

School starts at 7:55 a.m. – all students grades 1 –12  
 School ends at 3:10 p.m. – all students grades 1 – 12

**APPENDIX A**

**Calendar 2005-2006 School Year**

**Litchfield Community Schools**

		Monthly Teacher	Monthly Student	PD
<b><u>August 2005</u></b>				
Aug. 30	Teacher/ESP Professional Development (ESP – 4.5 Hrs.)	2	0	2
Aug. 31	Teacher Professional Development			
<b><u>September 2005</u></b>				
Sept. 1	Teacher Work Day			
Sept. 2	No School – Labor Day Weekend			
Sept. 5	No School – Labor Day Weekend			
Sept. 6	First Day for Students			
Sept. 26	No School for students – Fair Day Professional Development Day for Staff/ESP	20	18	1
<b><u>October 2005</u></b>				
		21	21	
<b><u>November 2005</u></b>				
Nov. 4	End of 1 <sup>st</sup> Marking Period			
Nov. 10	P/T Conf. 3:30-7:30 p.m. 11:17 a.m dismissal			
Nov. 11	P/T Conf. Noon – 3:15 p.m.. 11:17 a.m. dismissal	20	19	
Nov. 24-25	Thanksgiving Break No School			
<b><u>December 2005</u></b>				
Dec. 22-30	Winter Break – No school for students/staff	15	15	
<b><u>January 2006</u></b>				
Jan. 2	Winter Break – No school for students/staff			
Jan. 3	School Resumes Teachers/Students			
Jan. 20	End of 1 <sup>st</sup> Semester 11:17 a.m. Dismissal for students Half Day Records Day for Staff			
Jan 23.	No School for Students Professional Development Day for Staff/ESP	21	19.5	1
<b><u>February 2006</u></b>				
Feb. 20	President's Day - No School – Students Professional Development Day for Staff	20	19	1
<b><u>March 2006</u></b>				
Mar. 24	End of 3 <sup>rd</sup> Marking Period			
Mar. 30	P/T Conf. 3:30-7:30 p.m. 11:17 a.m dismissal			
Mar. 31	P/T Conf. Noon – 3:15 p.m.. 11:17 a.m. dismissal	23	22	
<b><u>April 2006</u></b>				
April 3-7	Spring Break – No school for students/staff			
April 10	School Resumes Teachers/Students			
April 14	NO SCHOOL – Good Friday	14	14	
<b><u>May 2006</u></b>				
May 19	Last Day for Seniors			
May 21	Graduation – 2:00 p.m.			
May 26	Last Day of School – 11:17 a.m Dismissal Half Day Records Day for Staff	20	19.5	
	<b>Totals</b>	<b>176</b>	<b>167</b>	<b>5</b>

2 Teacher Work Days  
2 Conference Days

School starts at 7:55 a.m. – all students grades 1 –12  
School ends at 3:10 p.m. – all students grades 1 – 12  
\*\*\*\* Support Staff will fill out a time sheet on PD days.

APPENDIX B

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ School District \_\_\_\_\_

Distribution of Form:

- 0. Superintendent
- 0. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

Building      Assignment      Name of Grievant

Date Filed

STEP 1

Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. State of Grievance:(including Articles & Sections violated) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



C. Disposition of Principal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

D. Disposition of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
If additional space is needed in reporting Section  
B of Step I, Attach an additional sheet.

STEP II

Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP III

. Date Submitted to Board of Education: \_\_\_\_\_

. Disposition of Board of Education: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Board of Education

\_\_\_\_\_  
Date

C. Disposition of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP IV

. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Note: All provisions of Article XI of the Agreement dated \_\_\_\_\_, 19\_\_\_\_\_, will be strictly observed in the settlement of grievances.

**APPENDIX C**

**Litchfield Community Schools Teacher Evaluation Form**

Teacher \_\_\_\_\_

Evaluator \_\_\_\_\_

Grade/Subject \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

Tenure \_\_\_\_\_ Probationary \_\_\_\_\_

**Indicators/Comments**

**. Knowledge of Subject Matter**

0. Demonstrates appropriate knowledge of subject matter and/or available material and structures in assigned teaching responsibilities.

0. Responds knowledgeably to students' questions on subjects.

0. Accesses current available resources in Areas of teaching responsibility.

**. Teaching Methodology**

0. Develops and maintains a stimulating and productive learning environment.

0. Recognizes individual differences among students in terms of social and academic development.

0. Provides instruction that is appropriate according to the designated curriculum of the school district.

0. Clearly present objectives in lesson presentations.

**Litchfield Community Schools Teacher Evaluation Form**

Teacher \_\_\_\_\_

**Indicators/Comments**

---

0. Implements methods for assessing, evaluating and adjusting teaching methods according to the capabilities and readiness of students.

---

0. Utilizes learning materials that are relevant to the objectives and goals of the curriculum/lessons.

---

0. Evaluates instructional effectiveness in terms of student learning.

---

0. Develops and maintains a physical classroom environment that is conducive to learning.

---

0. Develops, implements and maintains methods of instruction that serve to optimize the quality of learning in the classroom:

---

. Communicates daily lesson objectives and goals clearly to students.

---

. Focuses student attention.

---

. Utilizes effective time management in organizing the classroom for learning.

---

. Implements effective pacing in presenting daily learning activities to students.

---

. Sets tasks at the correct level of difficulty for students.

---

Litchfield Community Schools Teacher Evaluation Form

Teacher \_\_\_\_\_

**Indicators/Comments**

Utilizes effective methods in obtaining learning feedback from students on a daily basis.

Monitors student comprehension and adjusts methods before introducing new materials.

Provides feedback to students.

Sets appropriate achievement expectations for all students.

Focuses on developing and implementing teaching methods that enhance critical and reflective thinking in students.

Considers individual differences in students when making instructional decisions and when implementing the daily lesson.

Utilizes a variety of instructional techniques and learning activities.

Involves students in the learning process.

0. Generates learning motivation and enthusiasm in students.

**Litchfield Community Schools Teacher Evaluation Form**

Teacher \_\_\_\_\_

**C. Student Management**

0. Assumes responsibility for overall discipline

0. Enforces school and classroom rules.

0. Handles student discipline problems effectively.

0. Uses consistent and fair treatment with students.

0. Utilizes a reasonable variety of techniques and methods for remedying unacceptable student behavior.

0. Provides a positive and controlled learning environment.

**D. Rapport with Parents, Students and Staff**

1. Gains confidence and respect with pupils.

2. Maintains confidentiality about pupils and their families.

3. Promotes positive self-image in students.

0. Works understandingly and cooperatively with parents.

---

0. Communicates effectively with parents.

---

0. Encourages parent involvement and contact.

---

0. Cooperates with colleagues.

---

0. Accepts share of responsibility.

---

9. Demonstrates self-control.

---

**E. Professional Involvement**

Seeks suggestions from administration and colleagues.

---

Keeps aware of current educational developments.

---

Willing to experiment with new methods

---

Participates in in-services meetings and other growth opportunities.

---

**F. Personal/Professional Characteristics**

0. Completes tasks efficiently and on time.

---

0. Maintains accurate records.

---

0. Complies with building and district rules, regulations, directives and policies.

---

0. Profits from constructive criticism.

0. Attempts to improve teaching effectiveness.

0. Demonstrates proficiencies in oral/written communication.

**G. Overall Effectiveness**

Comments by Principal: \_\_\_\_\_

Comments by Teacher: \_\_\_\_\_

**H. Goal Statement:**

Indicators: \_\_\_\_\_

Resources Necessary (assistance) \_\_\_\_\_

Time Lines: \_\_\_\_\_

Progress Towards Goal Statement: \_\_\_\_\_



Where a teacher has received a rating on any evaluation criterion of "needs improvement" or "unsatisfactory" the rating shall be substantiated with specific examples. A goal statement shall be completed for each deficiency by the Principal, in consultation with the affected teacher.

Overall Performance of this Teacher is \_\_\_\_\_ Meets or Exceeds Acceptable Standards.  
\_\_\_\_\_ Needs Improvement  
\_\_\_\_\_ Unsatisfactory

Signatures

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

The teacher's signature is to indicate that he/she has reviewed and received the completed evaluation. The signature shall not be interpreted to indicate agreement with the content of the evaluation.



**Proposed SCHEDULE B**  
**7 November 2005**

**Competitive Athletics**

1. **Hiring Process:** All coaching positions shall be posted internally and externally on a yearly basis. Applications / Resumes shall be turned into the Superintendents office and forwarded to the Athletic Director (AD) and appropriate building principal for the review, interview, and selection process. The AD and building principal shall present recommendations to the Board of Education in as timely a manner possible for hiring approval.
2. **Pay Schedule: Association and Non-Association Members**
  - Varsity Coaches \$3000 per season
  - Junior Varsity Coaches \$2000 per season
  - Junior High Coaches \$1000 per season
  - Assistant Coaches \$500 per season
  - Sideline Cheering: \$1000 per season (Varsity & JV combined)
3. **Experience**
  - Varsity - the amount of \$200 shall be added for each two (2) consecutive years of coaching experience at Litchfield Community School (Increase effective for 3<sup>rd</sup> year). Example: year 1 - \$3000, year 2 - \$3000, year 3 \$3200, year 4 - \$3200, year 5 - \$3400.... Maximum yearly compensation shall not exceed \$4000
  - Junior Varsity - the amount of \$100 shall be added for each two (2) consecutive years of coaching experience at Litchfield Community School. Example: year 1 - \$2000, year 2 - \$2000, year 3 - \$2100, year 4 - \$2100, year 5 - \$2200..... Maximum yearly compensation shall not exceed \$2500
  - There is no mechanism in place to grant outside or past experience.
4. All coaching positions are a one year assignment. No assumption of continuation in a position or at the same level within a program from year to year should be made.
5. Supplementary contracts shall be offered on a provisional basis that the Board may void the contract at any time for the following reasons:
  - Insufficient student interest in that activity.
  - Lack of funds.
  - Position is abolished. If the position is abolished after the coach has been on the job, the coach will be paid on a prorated basis for the time worked.
  - A Supplementary contract shall be voided by a coach giving ten (10) school days notice of this intent, such notice shall be given at least twenty (20) days prior to the beginning of the season. Coaches taking such action relinquish any rights to that position for the balance of the school year concerned.
6. It is understood that any EA or ESPA members who are currently coaching during the 05/06 school year will be paid the salaries as reflected in the 2004-05 CBA. These coaches will continue to maintain their current salary for as long as they hold the existing coaching position.
7. The compensation outlined in this agreement shall be in effect for the 2005-06, 2006-07 school years.