

**MASTER CONTRACT**



**LITCHFIELD  
COMMUNITY SCHOOLS**

**AND**

**LITCHFIELD EDUCATION ASSOCIATION,  
MEA/NEA**

**July 1, 2013– August 31, 2016**

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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 18<sup>th</sup> day of October 2010, by and between the Board of Education of the Litchfield Community Schools, Litchfield, Michigan, hereinafter called the “Board,” and the Litchfield Education Association, MEA/NEA, hereinafter called the “Association”.

<b>ARTICLE 1 RECOGNITION</b>
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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.

<b>ARTICLE 2 BOARD RIGHTS</b>
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- 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 judgment 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 Association provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Article 1.

Collection of all dues and/or fees shall be the responsibility of the Association. However, the District agrees to make payroll deductions from all members or service fee payers under the following conditions:

1. Fifteen (15) days prior to the first deduction, and for each employee, the Association shall deliver to the Board an authorization signed by the employee.
2. With the authorizations in (1.) above, the Association shall deliver to the Board a list of employees who have authorized the deductions, the amounts to be deducted from each employee's pay, and the starting and ending date for the deductions.

Authorization for deductions may be withdrawn at any time by the bargaining unit member by submitting a written request for the same to the Superintendent. Deductions will cease on the next payroll after the request is received. The Board shall notify the Association of receipt of such request. The Association shall be responsible to collect subsequent fees.

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.

Should any portion of this article cause financial sanctions by the state, those provisions of this Article that would cause such sanctions shall immediately be deemed null and void.



## 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.

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 Association shall have the right to use school building facilities and equipment for the purpose of conducting Association business. The Association agrees to abide by the rules and regulations established by the Board for use of school building facilities and equipment. Such equipment shall be audio, visual, electronic, etc. which is normally available for teacher use.

- C. 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 mailboxes, 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, reduced in compensation or disciplined 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/her representative.
- G. 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. 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.

- I. 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.
- J. 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 5 TEACHING HOURS AND CONDITIONS OF EMPLOYMENT**

- A. 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.
- C. The length of the teacher's day in school shall not exceed seven (7) hours and thirty-five (35) minutes.
- D. All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) minutes.
- E. 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 forty-five (45) minutes per day.

- F. Elementary teachers (K-5) will be provided one (1) fifteen relief period each day.
- G. 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.
- H. The weekly instructional time of all teachers will not exceed twenty-eight hours and forty-five minutes (28 <sup>3</sup>/<sub>4</sub>) of pupil contact time per week.
- I. 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.
- J. The school calendar for staff shall consist of the number of student instructional days and hours required for full State Aid payment and nine (9) staff attendance days without students. The staff days shall include five (5) professional development days up to thirty-eight (38) hours towards instruction and four (4) staff work days. The staff work days shall include: one (1) day prior to student attendance for room and material preparation and two half days (equivalent to one full day) for Fall Parent Teacher Conferences: two hours of mandatory Open House (prior to the first day of school) and four hours of Spring Parent Teacher Conference (equivalent to one day) and two half days for records day. The Open House and Parent Teacher Conference staff time is in exchange for one (1) full day without students (ie: March 27, 2009)
- K. Teachers, regardless of FTE, shall attend no more than two building staff meetings per month. During the month of December teachers shall only be required to attend one staff meeting 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.



- L. In elementary school 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.
- M. Elementary teachers will not be assigned playground duty.
- N. Each teacher shall be required to give an explanation for damaged equipment and/or facilities assigned to him/her.
  - 1. The District agrees that appropriate staff member use of the school provided technology outside of school hours, off school premises and outside the presence of students shall not form the basis for disciplinary action.
  - 2. 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.
- O. Each teacher will be provided with a lesson plan book. Such plan book must be available in the building at all times.
- P. 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. The committee shall attempt to resolve the issue within a reasonable time after the teacher has requested a review of the matter.
- Q. 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.



- R. The Board shall have the right to determine the number of class periods to be held in grades 6-12. The normal teaching load shall be one instructional class period less than the number scheduled in the school day.
- S. 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.
- T. Distance Learning
1. The terms “Distance Learning” or “Distance Education” refer to instruction where teachers and students are separated geographically so that face-to-face communication is absent and communication/teaching is accomplished by one or more technological media devices.
    - a. Teachers assigned to a Distance Learning program, such as Michigan Virtual High School will have general oversight of students while in an assigned room. Should more than three (3) students per teacher be assigned the LEA and Administration will meet to further discuss the implementation.
  2. In the event the district wishes to implement a distance learning program, a job description for the teaching positions will be jointly developed prior to posting.
  3. Class size shall not exceed the limits in the Master Agreement. (Combination of originating and remote sites).
  4. Teachers who will be presenting distance learning classes shall be provided initial and ongoing training.
  5. As the program develops and there is an impact on the teacher’s workload, hours, or other working conditions, the district and the association will negotiate such impact/change.
  6. Teacher shall not be responsible for delivering or picking up materials/assignments from a remote site.



## ARTICLE 6 LEAVE PROVISIONS

- A. Staff members shall be allowed the following leave provisions:
1. 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.
  2. 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.
  3. 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.
  4. If a teacher uses five (5) or fewer leave days during a school year he/she shall be granted up to five (5) consecutive leave days that may be taken for any reason during the subsequent school year. These days may be used under the following conditions:
    - a. Notice of leave must be given at least thirty (30) calendar days prior to the date of leave;
    - b. No more than two (2) teachers may use this provision during the same dates; and
    - c. This provision shall not be used the first two weeks of the first semester for students, the last two weeks of the first semester, the first week of the second semester, the week prior to seniors' second semester exams through the end of the year, parent teacher conference days, professional development days, and days when state assessment tests are given.



- B. Miscellaneous provisions regarding absence:
1. The Board of Education reserves the right to require a physician's statement or other evidence of illness.
  2. 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 pro-rated 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.
  3. 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.
- C. Three (3) days shall be granted for the death of a family member and two (2) additional days shall be granted should the death require travel of three hundred (300) miles or more. These days shall not be charged to the member's leave day(s) account. Additional days granted are at the sole discretion of the Superintendent and shall be charged to the member's personal leave. In case of other deaths, leave may be granted by the Superintendent upon request and at his/her discretion. Family shall be defined—as: parent, (including step, adoptive, etc.), spouse, significant other, sibling (including step, adopted, etc.), in-law, grandparent, child (including step, adoptive, ward, guardian, etc.).
- 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 his/her regular salary less the fee paid by the courts for each day on which he/she otherwise would have been scheduled to work at school. Such leave shall not be deducted from leave or business days.
- E. 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.



F. All leave used following the provisions in Section A, B, C D and E, 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

1. 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.)
2. 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.
3. 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.
4. The teacher may continue health insurance coverage at the teacher's own expense.



- a. 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 14 of this Master Contract, to the extent required by the Family and Medical Leave Act.
  - b. 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, or 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.
5. 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**

- A. 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 e-mail to an e-mail address specified by the teacher and through the automated alert system. Teachers shall have five (5) days to respond. 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.
  1. Vacancies shall be e-mailed to teachers' school email addresses and posted through the automated alert system.





2. 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.
  3. Vacancies occurring during the school year may be filled on temporary basis until the end of the current year. Then re-posted.
  4. Vacancies occurring after April 1<sup>st</sup>, may be filled by a substitute until the end of the school year.
- C. Teachers shall be given written notice of their tentative assignment for the next school year by June 1. The Board retains the right of room assignment. 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.

## **ARTICLE 8 STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. 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 in accordance with published Board policy and Michigan State Law.
- B. 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.
- C. 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.



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

- G. 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.
- H. 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**

- A. The grievance procedure hereinafter described affords the sole and exclusive remedy for complaints and grievances under this Agreement. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, shall not be the basis of any grievance pursued from the Board level to arbitration and is hereby excluded from arbitration.
- B. 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.



- C. The written grievance must be specific. It must contain a statement of facts upon which the grievance is based, a reference to the specific 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.
- D. Within five (5) school days of receipt of the grievance, the building principal/designee 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. Guidelines:
  - 1. 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 the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
  - 2. Notwithstanding the expiration of the Agreement, any claim or grievance having arisen thereunder may be processed through the grievance procedure until resolution.
  - 3. Any time limits not strictly adhered to by the grievant, except as provided in 1. above, the last written response by the Board's representative will be considered accepted.
  - 4. 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.
- J. Miscellaneous:
  - 1. A grievance may be withdrawn at any level by mutual agreement without establishing a precedent.



2. 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.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. 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 MENTOR TEACHER**

- A. 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.
  1. 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.
  2. 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.
  3. 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 seventy-five dollars (\$75) of classroom materials of his/her 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 seventy-five dollars (\$75) of classroom materials of the mentor's choice.

## **ARTICLE 11 REDUCTION IN PERSONNEL**

- A. 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 Board shall give layoff notice to those teachers who are to be laid off by the Board of Education meeting in May or at least forty-five (45) days prior to the end of the first semester.
- B. 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 endorsements, of each teacher and shall submit this list to the Association within twenty (20) school days from the beginning of the school year. 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.
- C. 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.
- D. 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.



- E. 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.
- F. 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.

<b>ARTICLE 12 MISCELLANEOUS PROVISIONS</b>
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- A. The individual teacher's contract shall be made expressly subject to the terms of this Agreement.
- B. 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.
- C. Copies of this Agreement between the Litchfield Board of Education and the Litchfield Education 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.
- D. If an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to MCL 141.1531, then said emergency manager shall have the authority to reject, modify, or terminate this Collective Bargaining Agreement.





## ARTICLE 13 PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in the Agreement.
- B. 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. Teachers working less than a full schedule shall have their salary and benefits prorated as follows:

The numerator of the proration factor shall be the number of teaching periods assigned and the denominator shall be one less than the number of periods scheduled for students. (Example: students are scheduled into a seven period day, and a teacher is assigned to teach five classes --- the teacher shall receive 5/6 of the salary at the appropriate step and lane, and 5/6 of the cost of the selected benefits package.)

- C. 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.
- D. Subject to the annuity provider's ability to gain provider status, 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. Acceptance of a provider is in no way to be construed as an endorsement of that provider by the Board. The Board shall have no liability thereunder because of its purchase of any such annuity contracts.
- E. Upon appropriate written authorization from an employee, the Board shall make regular deductions from the salary of the employee and remit said amount to the bank or credit union of the employee's choice. Such deductions shall be forwarded to the institution not later than the current pay day.
- F. 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%
Longevity	2	16-20 years	3.0%
Longevity	3	21-25 years	6.0%
Longevity	4	26-30 years	9.0%

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

G. Insurance

1. The Board shall provide to the bargaining unit members MESSA Choices PAK A or MESSA PAK B, 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.
2. Effective upon ratification, and upon each adjustment by the State, the District shall contribute the statutory maximum (currently \$5,692.50/\$11,385/\$15,525 for single/2-person/family coverage levels respectively) amount under state law towards medical insurance premiums for teachers electing PAK A and the District shall contribute one hundred percent (100%) towards all other PAK A premiums (i.e. dental, vision, LTD, life and AD&D).

Teachers enrolled in PAK A will contribute all medical premiums beyond the District's statutory maximum contribution to be taken out of each paycheck in equal amounts. Those amounts shall be determined by the total employees' annual premium contribution and the carrier's rating factors (Single - 1, Two Person - 2.25 and Full Family - 2.8) such that each employee pays an equitable amount based on their coverage level.

The Association may, at its sole discretion, notify the District of a change in medical insurance coverage and/or carrier to take effect after June 30, 2013. The District shall make all such changes upon notification by the Association.

3. Teachers electing PAK B (LTD, Life, Vision, Delta Dental) shall have 100% of the PAK B premiums paid by the district and shall receive cash in lieu of health insurance equal to three hundred (\$300) dollars per month.



4. 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. All costs relating to the implementation and administration of benefits under the program shall be borne by the Board.

5. Teachers electing health insurance shall have MESSA Choices II (PAK A):

PAK A	
MESSA Choices II	Health Insurance \$200/\$400 In Network Deductible \$400/\$800 Out of Network Deductible \$20 Office Visit
MESSA Rx	Rx Saver
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 \$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 B	
MESSA Life Insurance	\$10,000 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 \$1,300/ household member
MESSA Vision	VSP – 3
MESSA LTD	66 2/3%, 90 day wait, \$4,000 Monthly Maximum, Family Social Security Offset

6. Teachers who wish additional coverage may authorize deductions of the required additional funds from their salary through a Salary Reduction Agreement.

7. The above benefits are subject to Rules and Regulations of the underwriter.

8. All less than full time teachers shall have prorated fringe benefits.



- 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.
- I. At the sole discretion of the Board, a maximum of six (6) years of teaching experience may be allowed on schedule in transfer to Litchfield Community Schools.
- J. 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 leave upon retirement from the District.
- L. 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 14 SCHOOL REFORM**

- A. 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.
  - 1. 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.
  - 2. 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.



- B. 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.
- C. 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.
- D. 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.
- E. The conditions which follow shall govern employee participation in any and all Committee plans, programs or projects included in the term "School Improvement Committee".
  - 1. Participation by the employee is voluntary.
  - 2. Participation or non-participation shall not be used as criteria for evaluation, discipline or discharge.
- F. The School Improvement Committee will not deal with personnel matters.

**ARTICLE 15 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 16 COMPLAINTS**

- A. 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:
  - 1. 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.



2. 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.
  3. 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 ten (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.
- B. 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.
- C. If a complaint relates to an alleged sexual offense or a violation of law, the sections above shall not apply.
- D. 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/her intervention, assistance, or record of it.



**ARTICLE 17 DURATION OF AGREEMENT**

Upon request of either party, on or after April 1 of the year this Agreement expires preceding the termination of this Agreement, negotiations shall commence. The parties shall initially meet no 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 successor Agreement. Neither party shall be obligated to engage in such negotiations prior to such request.

This Agreement shall be effective July 1, 2013 upon ratification by a majority of the Board and a majority of the membership of the Association. This Agreement shall continue in 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 August 31, 2016.

**For the Board**

By Sheryl Batts  
President

By William Pelt  
Business Manager

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**For the Association**

By Frank Miller  
PRESIDENT

By Darin Young  
VICE - PRESIDENT

By Michelle L. Vandy Bogart  
Michelle L. Vandy Bogart Secretary

By \_\_\_\_\_

By Jim Perdue  
MEA UniServ Director



## **SCHEDULE A**

- A.
1. In order to qualify for the BA+25 schedule, all twenty-five (25) credits must be earned in Professional Education at an accredited institution after the BA/BS is granted.
  2. The MA/MS + 15 schedule will be recognized only if credits were earned at an accredited institution.
  3. Step increments become effective the 1<sup>st</sup> work day of each school year. Educational column changes shall occur at the beginning of each semester upon proof of completion of credits needed for that column.
  4. 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.
- B. 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.

The first pay period in the school year shall not occur prior to the Friday of the week of Labor Day. It may be necessary to increase the number of pay days from time to time in an effort to continue to receive pay on an every-other-Friday routine.





**SCCHEDULE A - Appendix A**

<b>2012-2015/2016 LEA Salary Schedule *</b>					
<b>STEP</b>	<b>BA</b>	<b>BA + 25</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA+30</b>
1	\$32,246	\$32,435	\$34,569	\$35,724	\$37,055
2	\$34,299	\$35,466	\$36,630	\$37,792	\$39,123
3	\$36,356	\$37,526	\$38,690	\$39,857	\$41,189
4	\$38,411	\$39,581	\$40,752	\$41,923	\$43,253
5	\$40,464	\$41,641	\$42,816	\$43,988	\$45,319
6	\$42,520	\$43,699	\$44,877	\$46,054	\$47,384
7	\$44,576	\$45,759	\$48,037	\$48,117	\$49,451
8	\$46,599	\$47,817	\$49,002	\$50,183	\$51,516
9	\$48,686	\$49,874	\$51,062	\$52,249	\$53,583
10	\$50,741	\$51,932	\$53,126	\$54,317	\$55,649
11	\$52,795	\$53,993	\$55,187	\$56,383	\$57,714
12	\$54,566	\$55,725	\$56,920	\$58,117	\$59,447

Longevity: Upon completion of Step 12 and completion of eleven (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

Total 2012-2015/2016 with longevity 1997-1998 Dollars

L-1 Yrs.12-15	\$55,233	\$56,407	\$57,617	\$58,892	\$60,176
L-2 Yrs. 16-20	\$55,900	\$57,089	\$58,314	\$59,541	\$60,905
L-3 Yrs. 21-25	\$57,233	\$58,453	\$59,708	\$60,966	\$62,363
L-4 Yrs. 26-30	\$58,567	\$59,817	\$61,102	\$62,390	\$63,821



<b>SCHEDULE B</b>
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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%	Girls Varsity Softball	7.5%
Jr. High Track – Boys	4.0%	Girls Jr. Varsity Softball	3.5%
Jr. High Track – Girls	4.0%	Assistant JV Football	5.0%

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%

Kindergarten Round-up \$75/ea up to the total number of Kindergarten staff

Sixth Grade Camp \$225/ea up to two (2) teachers

Schedule B positions shall be posted on a yearly basis only if there is a vacancy created by a resignation or non-renewal of a coach as a result of Board action.

3. All positions shall first be filled by members of LEA who meet qualifications. 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. Letter of Agreement dated February 14, 2008 shall supersede Schedule B through August 31, 2012 at which time it shall expire and become null and void and all provisions of Schedule B go back to those spelled out in the Master Agreement.

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

Annual Yearbook Advisor	3%
Debate Advisor	2%
Forensics Advisor	2%
Drama Advisor	2.5%
Senior Class Advisor	2%
Junior Class Advisor	2%
Other High School Class Advisors	1%
Junior High /Middle School Class Advisors	1%
Science Olympiad	1%
National Honor Society	1%



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)

Student Council Advisor	2%
SADD Advisor	1%
Safety Patrol Advisor	1%

2. 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, FFA, bargaining unit members hired for Drivers Education, Lead Teacher, and Curriculum Work.
  3. 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:
    - a. 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.
    - b. The rate of compensation agreed to in B 3 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 or workshop is at the request of the district, and if the teacher accepts, the teacher shall be reimbursed for his/her registration fees, housing, meals, and travel costs. When a teacher requests to attend a conference or workshop, and, if approved, the aforementioned costs may be paid by the district.
- 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 the five (5) consecutive work days prior to teachers reporting at the beginning of the school year and three (3) work days after immediately following the last teacher day at the end of the school year and is to be compensated per contract monetarily (per diem).
1. In the event the counselor is less than full time, the time required and compensation for work referenced in the above paragraph shall be prorated.
  2. In the event the services of the counselor are needed beyond the five (5) days before and three (3) days after referenced above, it will be determined by mutual consent of the counselor and the immediate supervisor and shall be paid at the member's salary. The counselor may be required to fill out a time sheet reflecting the agreed upon amount of time to be worked.
  3. Should the counselor be needed outside the parameters set forth in the paragraphs above, she/he will be approached by the administration at least two (2) weeks prior to the identified need to work out a mutually agreed upon schedule. The counselor shall be compensated for any additional work in the same fashion as outlined in the preceding paragraphs.



**APPENDIX B GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_ School District \_\_\_\_\_ Distribution of Form:  
1. Superintendent  
2. Principal  
3. Association  
4. Teacher

Submit to Principal in Duplicate

---

Building      Assignment      Name of Grievant      Date Filed

STEP 1

A. 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

A. 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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

STEP IV

A. 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 SCHOOLS EMPLOYEE ABSENCE REPORT**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Time Submitted: \_\_\_\_\_

**NATURE OF ABSENCE: CHECK AND COMPLETE BOXES THAT APPLY**

Leave       Bereavement\*       Vacation       Other\*\*       Personal

Paid       Unpaid      Amount of Time Missed: \_\_\_\_\_

Date(s) Absent: \_\_\_\_\_ Remaining Time Available: \_\_\_\_\_

Purpose: \_\_\_\_\_

\* Please indicate relationship to deceased: \_\_\_\_\_

\*\* If "Other" please indicate nature of absence: \_\_\_\_\_

**CONFERENCE/IN-SERVICE/WORKSHOP**

Title: \_\_\_\_\_

Purpose of Conference: \_\_\_\_\_

Location: \_\_\_\_\_

- Check Box(es) that apply:
- 1. School Improvement Plan
  - 2. Mentoring
  - 3. Workshop or Conference
  - 4. Coursework
  - 5. Highly Qualified Status (content-specific professional development acquired for the purpose of documenting highly qualified status.)

Date(s) of Absence: \_\_\_\_\_ # of Hours Incurred: \_\_\_\_\_

Estimated Expense: \_\_\_\_\_

-----  
EMPLOYEE SIGNATURE: \_\_\_\_\_

SUPERVISOR SIGNATURE: \_\_\_\_\_

Is above absence approved by Administration     Yes  No

Administrative Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**APPENDIX D SCHEDULING LEAVE DAYS**

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

Notice for scheduling personal business day on: Date: \_\_\_\_\_

-----  
Is this notice made as an emergency requiring less than required advance notice?

Yes                      No                      (Please circle one)

-----  
Teacher's signature; \_\_\_\_\_ Date: \_\_\_\_\_  
-----

If the day(s) is to be used before or after a semester, scheduled vacation, or scheduled parent-teacher conference days or Professional Development Day, check one of the following reasons:

- \_\_\_\_\_ Court Case
- \_\_\_\_\_ Legal Personal Business
- \_\_\_\_\_ Serious illness in the Immediate Family
- \_\_\_\_\_ Emergency
- \_\_\_\_\_ Other Reason Approved by the Principal

Superintendents Signature: \_\_\_\_\_ Date: \_\_\_\_\_

