6/30/93

MASTER CONTRACT

LITCHFIELD COMMUNITY SCHOOLS

AND

4-C UNIFIED BARGAINING ASSOCIATION

1990-1993

Litchfield Community Schools

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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 the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate 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 _____ day of October, 1990, 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, 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, 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 establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

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 days 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 schools 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 the State of Michigan, and the Constitution and laws of 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 effected.

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 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 only the second pay check 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.

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 to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, 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 Board 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 boards 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. The Association shall reimburse the Board for any extra expense directly in furnishing information or making records available, because of its request.

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. 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 formally reprimanded or disciplined in writing for any infraction of rules or delinquency of classroom performance and duties under this contract. 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 rank or compensation

without just cause, excluding probationary dismissal. Any such discipline, reprimand or reduction in rank or compensation, by the Board or representative thereof, shall be done in privacy. All information forming the basis for disciplinary action will be made available to the teacher.

H. Non-renewal of probationary teachers and imposition of third year probation shall not be subject to the "just cause" standards. However, if discharge of a teacher (including denial of tenure or placement on a third year probation) 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 he can improve.

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 practicable for every boy and girl in the school district. This includes:
   1. Careful daily preparation.
   2. Attendance at staff meetings.

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

1. Teachers are to check in not later than twenty (20) minutes prior to the beginning of morning classes.

2. Teachers are to be at assigned place not later than fifteen (15) minutes prior to the beginning of morning classes.

3. Teachers shall leave the school building no earlier than fifteen (15) minutes after the dismissal of afternoon classes.

4. Teachers shall attend one building staff meeting per month if such is held. Forty eight 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. Provided that an additional staff meeting may be called by the Principal in the months of May and September.

C. All teachers shall be entitled to a duty-free lunch period of no less than twenty-five (25) minutes beginning at the time students are dismissed for lunch and continuing until five (5) minutes prior to the beginning of afternoon classes at which time they will be at their assigned places.

In elementary schools the students will be dismissed at the cafeteria by the teacher charged with their supervision. The remainder of the students lunch period shall be a duty-free lunch period for Elementary Teachers.

D. Elementary teachers will not be assigned playground supervision or other duty during the recess periods.

E. Each teacher in grades 7-12 shall have one conference period, within the student day, of not less than forty-six (46) 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.

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

G. Each teacher will be provided with a lesson plan book with duplicate pages. Such plan book must be available in the building at all times. On the final day of the week, a copy of the next week's plans must be submitted to the building principal.

H. The weekly load of teachers in grades 1-12 will not exceed twenty-five (25) hours of pupil contact time. The weekly load of Kindergarten teachers will not exceed twelve and one-half (12 1/2) hours of pupil contact time per assigned class. Elementary teachers 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 becomes void on any day on which the regularly scheduled change for semester examinations, 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.

I. 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 32 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 in preparing materials or correcting paper; 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.

J. When split grade classes are utilized, the split grade classroom shall be maintained at a size of not more than four less than the classrooms of the component grades which make up the split. The composition of such classes shall be based on academic ability.

K. The Board shall have the right to determine the number of class periods to be held in grades 7-12.

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 twelve (12) days of leave. Leave days may be taken by a teacher for the following reasons and subject to the following conditions:

1. PERSONAL ILLNESS AND DISABILITY. A teacher may use all or any portion of such leave to recover from the teacher's own illness or disability during such time as the attending physician certifies that the teacher is unable to perform the teaching duties.

2. DEATH IN THE IMMEDIATE* FAMILY: A teacher may use a maximum of five (5) days per occurrence for death in the immediate family.

3. OTHER DEATHS: A teacher may use two (2) days per school year for leave to attend the funeral of any person.

4. ILLNESS IN THE HOUSEHOLD: A teacher may use a maximum of fifteen (15) days per school year for illness in the immediate household of the teacher necessitating the attendance of the teacher.

5. ILLNESS IN THE IMMEDIATE FAMILY OUTSIDE OF HOUSEHOLD: A teacher may use a maximum of five (5) days per school year for illness in the immediate family (outside of household) necessitating the attendance of the teacher.

*Immediate family shall be interpreted as: grandparents, father, mother, husband, wife, child, sister, brother, grandchildren, or any dependent who resides with the teacher.

B. 1. The unused portion of leave will accumulate to a total of one hundred thirty (130) days. At the beginning of each school year, returning teacher shall be informed by written notice of each accumulated leave.

2. In the event a teacher does not complete a school year, the amount of days credited for that year shall be prorated for the number of days worked.

C. Two days leave may be granted to employees each school year for personal reasons, approved in advance by the teacher's building principal. Personal leave days cannot be used as part of any period of continuous absence immediately before or immediately following a holiday or school vacation when the intent is to extend the holiday period, the first and last days of the school year, or working for remuneration for another party. Application for personal leave must be submitted in writing at least one week in advance except in the event of an emergency when a shorter notice may be acceptable. Except for the restrictions noted above, the Principal's approval is dependent only upon the availability of a qualified substitute teacher. The two personal leave days are in addition to the leave provided in Section A. The unused portion of this leave will be added to the accumulated leave at the end of each school year. For teachers who have attained the maximum sick leave accumulation, the unused portion of this leave will accumulate to two (2) days.

D. A leave bank shall be established and administered by the Association. The Board shall have the right to appoint one person as an ex officio member of the sick bank. Association members who have exhausted their accumulated individual leave allowance may make reasonable withdrawals, for the purpose outlined in Section A, of this Article, as determined by the Association, from the common bank provided sufficient days are available in the bank. Members of the Association shall contribute two (2) days of their leave allowance to the bank each year until a maximum of five hundred (500) days exists. Upon written authorization from the Association, the Board will deduct a maximum of two (2) days per year from the accumulated leave of each individual teacher until the leave bank has reached the maximum level. Thereafter, whenever the number of leave days in the bank is reduced from the maximum by the number of teachers, the Board will deduct, upon written authorization of the Association, one (1) day from the accumulated leave of each individual teacher to a maximum of two (2) days per year. Upon written authorization from the Association, the Board will make requested transfers from the bank to the designated individual's leave. No sick leave shall be authorized from the bank if the recipient is eligible for long term disability insurance benefits provided under this agreement.

E. Miscellaneous provisions regarding absence:

1. The Board of Education reserves the right to require a doctor's certificate or other evidence of illness.

2. Any regular employee of the school system who in the line of duty incurs an injury for which he/she received compensation under Worker's Compensation Act, shall at his/her option be paid during the period of disability, up to ninety (90) days, the difference between his/her salary and the amount received under Worker's Compensation. This amount shall be deducted on a pro-rata basis from the teachers' 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 specialists to determine whether involuntary sick leave is warranted. Such requested examinations will be at the District's expense.

F. 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 court for each day on which he otherwise would have been scheduled to work at school. Such leave shall not be deducted from leave or business days.

G. 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, from the Association Leave Bank; 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.

H. All leave used following the provisions in Section A, C, D, E, and G shall be

paid leave based on the individual teacher's salary and no loss of pay shall result from the use of such leave.

I. 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 two (2) months 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 no later than April 15 of the preceding year.) The teacher shall be reinstated to the same position upon return, provided that Article 13 shall supersede.

2. The board shall grant to any teacher an unpaid leave of absence for a period not to exceed one 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 their regular duties. The teacher shall be reinstated to the same position upon return, provided that Article 13 shall supersede.

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. The teacher shall be reinstated to the same position upon return, provided that Article 13 shall supersede.

4. The teacher may continue health insurance coverage at his/her own expense.

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 AND PROMOTIONS

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.

A. The following procedure shall be followed when filling vacancies in the bargaining unit, occurring in 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 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.

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 reposted.

4. Vacancies occurring after April 1, may be filled by a substitute until the end of the school year.

5. Substitutes in the same position for more than sixty (60) days become a member of the bargaining unit.

B. Vacancies occurring during the summer months, when school is not in session, shall be 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.

C. 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.

D. The parties recognize that changes in grade assignments in the elementary schools and changes in subject assignments in the secondary school grades will be necessary. While the right of determination 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

RETIREMENT

A. Upon request of an individual teacher and the Board, the Association shall negotiate an incentive compensation agreement for early retirement.

ARTICLE 9

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 his/her 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.

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 his/her 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 or committed 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 clothing or personal property, valued at over ten dollars ($10), 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 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.

E. 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 him/her of such action. The teacher may submit a written statement to be attached to and filed with the original complaint.

F. 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,

provided 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.

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

H. 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.

I. In accordance with Public Act 71, 1966, teachers will report suspected cases of child abuse to the principal. Such suspected cases will be promptly reported by the principal to the State of Michigan Department of Social Services.

J. When information concerning a pupil's physical handicap is made known to the school, the pupil's teachers will be so informed immediately.

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

ARTICLE 10

PROFESSIONAL STUDY COMMITTEE

A. There is hereby established a permanent "Professional Study Committee" (PSC) composed of twelve (12) members, four (4) of whom shall be teachers selected by the Association, and four (4) of whom shall be appointed by the Board. Two (2) of the members appointed by the Board shall be Board members. Two (2) students and two (2) parent/citizens shall be chosen by mutual consent of the Board and the Association.

B. The PSC shall meet upon mutual agreement of the Board and the Association to discuss and study subjects mutually agreed upon relating to the school system. Such subjects shall be placed upon an agenda, which shall be provided to the members prior to the meeting.

C. The PSC is empowered to appoint subcommittees composed of teachers, administrators, and Board members and may include parents/citizens mutually

selected by the Association and Board to study and report upon mutually agreed upon subjects.

D. All reports of the PSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.

E. Subjects of study by subcommittees shall include but not be limited to:

1. Discipline policy

2. Development of curriculum and textbook selection

Teachers will be notified of text changes and will be provided examination copies to review and report their opinion on. The results of the teacher's reports will be given to the PSC for consideration. Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved no subcommittee shall be reactivated except by mutual consent of the members of the PSC.

F. Special consideration of the PSC could be class size. In the event that a situation where the class size seems excessive, a subcommittee of the PSC shall be formed. This committee shall consist of the concerned teacher, two (2) representatives of the Association, the building principal, the Superintendent, and two (2) representatives of the Board of Education. It will be the responsibility of this committee to attempt to find a solution to the problem that is acceptable to both parties. The committee may be called into session by any teacher who feels his teaching situation warrants a change in class size. This committee will not meet more than three (3) times per semester.

G. The parties agree that the PSC and its subcommittees serve in an advisory capacity only. The Board agrees to notify the PSC of approval or rejection of proposals submitted no later than the next regular Board meeting following submission. Upon request of any member of the PSC, the Board shall provide an explanation for the rejection of proposals.

H. Staff Development Sub-Committee: A sub-committee of the building Principals, Superintendent and three teachers will meet between September 1st and September 30th each year to develop an annual staff development and inservice program which will be recommended to the Board of Education. The Association is responsible for designating the three teachers to serve on the committee and providing a written request for the meeting date each September to the Superintendent.

ARTICLE 11

GRIEVANCE PROCEDURES

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

B. 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.

C. 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 purpose 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, then the grievance shall be considered as waived.

D. 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 employees involved and be submitted using the agreed upon form, a copy of which is attached to this Agreement as Appendix A.

E. 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 within 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.

F. 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.

G. 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 proceeding 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.

H. 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.

I. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she 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 him/her.

J. 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 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.

2. Not withstanding 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 grievance is awarded to the party not violating the time limits.

4. All parties of interest shall be present and may be represented by another person 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.

K. 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 of 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 12

TEACHER EVALUATION

A. 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:

1. A "teaching coach" may be assigned by the Association to the Association member probationary teacher upon entrance of the teacher into the system The "teacher coach," insofar as possible, shall be a tenure teacher in the same building, grade or discipline as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system.

2. Probationary teachers will be evaluated in writing at least three (3) times each year. The time schedule for evaluation of probationary teachers shall be as follows: First evaluation shall be prior to November 15, the second evaluation prior to the end of the first semester and the third evaluation prior to 90 days before the end of the school year. Tenure teachers will be evaluated in writing at least once each year and prior to sixty (60) days before the end of the school year by the building principal. In the event the administrator does not complete the evaluation according to the time schedule above, the teacher's performance shall be deemed satisfactory.

3. 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 either the principal or the teacher, a meeting shall be held within the next five (5) school days to discuss the written observation summary.

4. 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 his/her information and review. The teacher will sign all copies of the evaluation report and return all copies to the principal. If he/she does not agree with the principal's evaluation, the teacher may submit his/her own objections in writing within six (6) school days to be included as part of the evaluation report. The principal will keep one copy of the report on file in the building for future reference by the teacher and/or administrator. The second copy will be forwarded to the Superintendent's office for future reference by the administration and/or the Board of Education. The remaining copy shall be given to the teacher.

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

6. Each teacher shall have the right, upon written request, to review the contents of his/her 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.

7. 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.

B. 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.

ARTICLE 13

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 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 30th or at least sixty (60) days prior to the end of the first semester.

It is understood that the definition of certification includes the minimum qualifications that a teacher must have either had previous classroom teaching experience of at least one year in the field or subject or has had a minimum of six (6) semester hours of preparation in the field or subject to be taught, within the previous five (5) years, or has a major or minor in the field or subject to be taught, or agrees to take six (6) semester hours of preparation in the field or subject area within one (1) year of the reassignment. Such courses shall be reviewed in advance by the Board for approval, and these courses shall be taken as soon as practicable.

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 fields of each 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.

B. 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.

C. 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.

D. The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said teacher, at his/her 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 his/her individual employment contract and any other employment relationship with the Board.

E. 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.

F. 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 specified in Article 6, I (3) of this Agreement.

ARTICLE 14

CONTINUITY OF OPERATIONS

A. The Association agrees that neither 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.

B. 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.

C. 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 15

MISCELLANEOUS PROVISIONS

A. Individual teachers contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

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 application shall continue in full force and effect.

C. 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.

D. For the protection of pupils and personnel and in compliance with Act 380 of the Public Acts of 1965, the Board of Education shall require proof of freedom from active tuberculosis, in the form of a statement signed by a physician licensed to practice in Michigan, as a condition of entering employment and thereafter for all full and part-time personnel employed by the Board.

1. Employees will be informed of facilities where examinations can be obtained for little or no cost. Employees may, if they choose, submit a report from their private physician. If this choice is made, the cost will then be assumed by the individual.

2. The employee will assume responsibility for providing records of the examination. This statement shall be filed with the Superintendent of Schools within fourteen (14) days after the first day of regular school sessions of each school year.

3. Any employee who has not satisfied this requirement within the time limit established by law will be suspended without pay until such time as this requirement has been satisfied.

4. Persons with negative tuberculin tests need not be x-rayed but must be retested with tuberculin as required by law.

5. All persons with positive tuberculin tests must have chest x-rays immediately and thereafter as required by law. The Board shall assume the portion of the cost not covered by the teacher's insurance.

6. All chest x-rays must be interpreted by a licensed physician.

7. All personnel found with active tuberculosis will be given a leave of absence until they are officially certified as being inactive and then returned to former employment status without prejudice.

E. 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 16

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 weekly teaching load, on a nine-and-one-half months' (traditional, two-semester teaching year) basis as agreed upon in the calendar, during normal teaching hours. For extra work the teacher shall be entitled to appropriate additional professional compensation, as set forth in Schedule B.

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. 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. Changes, including additions to annuity payroll deductions, shall be limited to the months of September and January. Annuity transactions shall be limited to the companies with which the district is currently forwarding payroll deductions.

E. Upon appropriate written authorization from an employee, the Board shall make regular deduction 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.

F. Longevity benefits will be paid to the teacher who has completed the following years of service to the district. Percentages are based upon Step 11 of the teacher's proper salary column.

Longevity 1	11-14 years	1.5%
Longevity 2	15-19 years	3.0%
Longevity 3	20-24 years	6.0%
Longevity 4	25-29 years	9.0%
Longevity 5	30 + years	12.0%

The above percentages are applied to Step 11 of either the BA, MA or MA + 15 salary steps.

G. 1. Upon submission of written application the Board shall contribute an amount equivalent to the premium toward the purchase of the MESSA-PAK outlined below for each teacher and eligible dependents for a full twelve month period, (September to August).

Bargaining unit members not electing MESSA PAK Plan A will select MESSA PAK Plan B. Teachers who elect Plan B shall also have $75.00 per month applied on an individual basis to purchase MESSA non taxable options or Tax Deferred Annuities. Teachers currently in a Tax Deferred Annuity program with the Board may continue in that program, others shall be with the Michigan Education Financial Services. If seven (7) or more teachers are enrolled in Plan B the Tax Deferred Annuity contribution will be increased to $100.00 for all such enrolled.

Plan A:

Health - MESSA Super CARE 1
Dental - Delta Dental B-03 60/50/50, $1,000
Life - $5,000 AD & D
Vision - VSP 2
LTD - Plan 1, 66 2/3, 180 day wait, $2,500 monthly max., Social Security Freeze

Plan B:

Dental - Delta Dental B-03 60/50/50; $1,200
Life - $10,000
Vision - VSP 3
LTD - Plan 1, 66 2/3, 180 wait, $2,500 monthly max., Social Security Freeze

The Board will reimburse teachers up to $100.00 for the period January 1 - December 31 for deductible expenses. Teachers must submit request for reimbursement by January 10 (for payment by January 30) or by June 1 (for payment by June 30). Teacher will submit verified statement indicating that such expenses have been incurred and paid by the teacher.

2. Teachers who wish additional coverage may authorize deductions of the required additional funds from their salary.

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

4. All less than half 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. 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 dollars ($10) for each semester hour less than the required twenty semester hours of approved education courses.

J. A maximum of six (6) years of teaching experience will be allowed on schedule in transfer to this school.

K. 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.

ARTICLE 17

SCHOOL REFORM

A. SIP as used in this Article shall mean a School Improvement Plan as provided in PA Act 25 and any corresponding provisions of the State Aid Act.

B. Copies of all building level School Improvement Plans, reports, minutes and recommendations shall be provided to the Association President.

C. There shall be a district wide review committee composed of the Superintendent, the Association President or his/her designee and up to two additional representatives named by each party. 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.

D. In the event that any provisions of a SIP or application thereof violates, contradicts or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

E. If SIP Committee meetings or activities are scheduled by the Administration during the employee's regular work day, the employee shall be released from duties without loss of pay to attend the meetings.

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

1. Participation by the employee is voluntary;

2. Participation or non-participation shall not be used as a criteria for evaluation, discipline or discharge.

ARTICLE 18

DURATION OF AGREEMENT

A. Upon request of either party, on or after April 1, 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 August 15, 1990, 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, 1993.

Ratified by the Association

Date: November 16th, 1990

Patricia E. Ross

President
4-C Unified Bargaining Association,
MEA/NEA

Ratified by the Board

October 22, 1990

Carlton Evans

President
Board of Education
Litchfield Community Schools

SCHEDULE A

A. 1. 1990-91 Salary Schedule

Step	EXPERIENCE	BA/BS	MA/MS	MA/MS + 15
1	0	21616	23174	23949
2	1	22881	24435	25216
3	2	24148	25704	26482
4	3	25411	26967	27748
5	4	26682	28235	29013
6	5	27947	29504	30280
7	6	29211	30767	31547
8	7	30477	32034	32812
9	8	31744	33299	34079
10	9	33011	34567	35343
11	10	34278	35831	36608

2. 1991-92 Salary Schedule

Step	Experience	BA/BS	MA/MS	MA/MS + 15
1	0	22913	24564	25386
2	1	24254	25901	26729
3	2	25597	27246	28071
4	3	26936	28585	29413
5	4	28283	29929	30754
6	5	29624	31274	32097
7	6	30964	32613	33440
8	7	32306	33956	34781
9	8	33649	35297	36124
10	9	34992	36641	37464
11	10	36335	37981	38804

3. 1992-93 Salary Schedule

Step	Experience	BA/BS	MA/MS	MA/MS + 15
1	0	24231	25976	26846
2	1	25649	27390	28266
3	2	27069	28813	29685
4	3	28485	30229	31104
5	4	29909	31650	32522
6	5	31327	33072	33943
7	6	32744	34488	35363
8	7	34164	35908	36781
9	8	35584	37327	38201
10	9	37004	38748	39618
11	10	38424	40165	41035

B. 1. The MA/MS + 15 schedule will be recognized only if credits were earned at an accredited institution and directly pertain to the teacher's present assignment.

2. Increments become effective September 1 of each year.

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.

C. A teacher who presents written evidence from an accredited institution that he/she has been fully accepted, without qualification, to pursue a master's degree program, shall receive an increase in his annual scheduled salary according to the following provisions:

1. For teachers who possess a permanent certificate or need only ten (10) semester hours of credit to qualify for a permanent certificate, the increase will be at the rate of thirty-seven dollars and sixty cents ($37.60) per semester hour for each hour of credit accepted in the master's degree program beyond ten (10) semesters to a maximum of $752.

2. For teachers who are required to earn eighteen (18) semester hours of credit to qualify for a permanent certificate, the increase will be at the rate of sixty-two dollars and sixty-six cents ($62.66) per semester hour for each hour of credit accepted in the master's degree program beyond eighteen (18) semester hours to a maximum of $752.

3. September 1 will be considered the deadline for the current contract.

4. Failure to earn additional credit in the graduate program for a period of two (2) years will result in a reduction of the contract salary to the original degree schedule.

5. To be eligible, teachers employed after the beginning of the 1974 school year must pursue a master's degree which directly pertains to the teacher's present teaching field or a field approved by the Board of Education.

D. 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 beginning with the first pay day in the school year.

SCHEDULE B

A. 1. Sports

Varsity Football	10.0%	Varsity Baseball	7.5%	
Ass't 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%	Cross Country	5.0%	
Jr. Varsity Basketball	8.0%	Golf	5.0%	
Freshman Basketball	6.0%	Gymnastics	6.0%	
7th Grade Basketball	4.0%	Var. Volleyball	7.5%	(1 PER 9%)
8th Grade Basketball	4.0%	J.V. Volleyball	5.5%	
5-6th Grade Basketball	2.0%	Volleyball (Combined Varsity & J.V.)	10.0%	

Other

Athletic Director	11.0%
Asst. A.D.	4.0%
Band	8.0%
AV Director	4.0%
Career Ed. Coordinator	4.0%
Cheerleading	8.0%
Ass't Cheerleading	3.0%

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, he/she will be paid on a pro-rated 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 session. Teachers taking such action relinquish any rights to that position for the balance of the school year concerned.

2. The Board of Education will pay for the following 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 will be made on the basis of time reports submitted at designated times each year. Time reports must be accurate and cover only periods beyond the regular teaching periods. Reimbursement will be at the rate of $7.26 per hour in 1990-91, $7.70 per hour in 1991-92, and $8.16 per hour in 1992-93 with the indicated cap:

Annual Advisor	$800
Debate Advisor	$600
Forensics Advisor	$325
Drama Advisor	$560
FFA Advisor	$1,260
Senior Class Advisor	$300
Junior Class Advisor	$300
Other High School Class Advisors	$100
Junior High Advisors	$75
Odyssey of the Mind	$325
National Honor Society	$200
School Improvement Team (up to 2 positions)	$300

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 $9.50 per hour.

3. Driver Education teachers shall be paid at the rate of $12.50 per hour.

C. Any teacher employed by the Board at work related to his/her teaching field exceeding the regular contractual period shall be reimbursed on a proportional basis according to his/her 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. The teacher who is also responsible for the summer vocational-agricultural program shall be compensated at the rate of 44/38ths of his/her regular annual salary as determined in Schedule A.

APPENDIX A

Litchfield Community Schools

School Calendar

1990-91	1991-92	1992-93	
August 29	August 26	August 24	First day of school for teachers
August 30	August 27	August 25	First day of school for students
September 3	September 2	September 7	Labor Day - No School
September 24	September 23	September 28	H'dale County Fair - No School
	September 24	September 29	Inservice Day - No School
October 12	October 11	October 9	End first marking period
October 18			Inservice Day - Dismiss 1 p.m.
October 24	October 23	October 21	Parent Teacher Conferences - No School
November 1	November 7	October 29	Inservice Day - Dismiss 1 p.m.
November 21	November 22	November 20	End 2nd marking period
Nov. 22-23	Nov. 28-29	Nov. 26-27	Thanksgiving Break - No School
December 6	December 5	December 3	Inservice Day - Dismiss 1 p.m.
December 22	December 21	December 19	Christmas Break Starts - No School
January 3	January 6	January 4	Classes Resume
January 18	January 17	January 15	End 3rd marking period - dismiss 11:30 a.m.
February 7	February 13	February 4	Inservice Day - Dismiss 1 p.m.
February 18	February 17	February 15	President's Day - No School
March 1	February 28	February 26	End 4th marking period
March 14	March 11	March 10	Parent/Teacher conferences - No School
March 21	April 16	March 18	Inservice Day - Dismiss 1 p.m.
March 29			Good Friday - No School 1990-91
	April 17		Good Friday - Dismiss 11:30 a.m.
		April 9	Good Friday (Observed during Spring Break)
April 1 - 5	Mar 30-Apr 3	April 5 - 9	Spring Break
April 19	April 17	April 16	End 5th marking period
May 16	May 14	May 6	Inservice Day - Dismiss 1 p.m.
May 27	May 25	May 31	Memorial Day - No School
June 7	June 5	June 4	Last Day of School - Dismiss 11:30 a.m.
June 10-14	June 8-12	June 8-12	Used for snow make-up days as needed. (per Article 2, Section A-6)

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 I

A. Date Cause of Grievance Occurred:_____

B. 1. Statement 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 COMMUNITY SCHOOLS

TEACHER'S EVALUATION

Teacher _____ Evaluator _____ Date_____

The evaluator will rate the teacher:

VG — VERY GOOD - if he finds that the teacher is professionally above the norm in the listed characteristics.

S — SATISFACTORY - if he finds that the teacher is professionally satisfactory in the listed characteristics.

N — NEEDS IMPROVEMENT - if he finds that the teacher needs improvement in the listed characteristics.

U — UNSATISFACTORY - if he finds that the teacher does not possess a sufficient degree of the listed CHARACTERISTIC needed to be effective in this area.

NA — This characteristic was not RELEVANT to this evaluation.

SPECIFIC EXAMPLES AND EXPLANATION BY THE EVALUATOR ARE MANDATORY WHEN THE RATING IS LESS THAN SATISFACTORY

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GOALS AND OBJECTIVES

_____ PLANS LEARNING TECHNIQUES OR ACTIVITIES TO ACHIEVE GOALS

_____ PROVIDES FOR INDIVIDUAL DIFFERENCES

_____ DEMONSTRATES SKILL IN DEVELOPING GOOD WORK-STUDY HABITS

COMMENTS:

KNOWLEDGE OF SUBJECT BEING TAUGHT:

_____ USES TEXT AND/OR RELATED MATERIALS

_____ USES APPROPRIATE INSTRUMENTS IN SUFFICIENT NUMBER TO EVALUATE PUPIL PROGRESS

_____ USES MEDIA CENTER MATERIALS

_____ DEMONSTRATES SKILL IN QUESTIONING

COMMENTS:

STUDENT-TEACHER RAPPORT

_____ IS CONSIDERATE OF PUPIL NEEDS

_____ HAS RESPECT FOR PUPILS

_____ HAS RESPECT OF PUPILS

COMMENTS:

CLASSROOM MANAGEMENT:

_____ MAKES EFFECTIVE USE OF PRAISE

_____ USES DISCIPLINE TECHNIQUES APPROPRIATELY AND EFFECTIVELY

_____ THE PRESENTATION MOTIVATES THE STUDENTS

_____ INVOLVES PUPILS IN LEARNING SITUATION

_____ MAINTAINS EFFECTIVE CONTROL OF GROUP AND INDIVIDUAL ACTIVITIES

COMMENTS:

PERSONAL CHARACTERISTICS:

_____ SHOWS ENTHUSIASM AND INITIATIVE

_____ FLEXIBLE-ADAPTS TO SITUATIONS WHICH ARISE IN CLASS

_____ EXHIBITS POISE AND SELF CONTROL

_____ IS FREE FROM DISTRACTING CLASSROOM MANNERISMS

_____ SHOWS A GENUINE INTEREST IN TEACHING

_____ PRESENTS AN APPROPRIATE APPEARANCE

COMMENTS:

PROFESSIONAL RESPONSIBILITIES:

_____ ADHERES TO THE RULES AND REGULATIONS OF THE LITCHFIELD SCHOOLS

_____ ACCEPTS RESPONSIBILITY BOTH INSIDE AND OUTSIDE THE CLASSROOM

_____ COMMUNICATES EFFECTIVELY WITH PARENTS

_____ IS PUNCTUAL

_____ EXHIBITS PROFESSIONAL GROWTH

_____ COOPERATES WITH ALL OTHER SCHOOL PERSONNEL WHEN NECESSARY

COMMENTS:

I feel that the possibility of this teacher meeting the standards for tenure is:

Suggestions for teacher's improvement:

What has been done, or is to be done, to help this teacher improve his/her performance:

Considering total effectiveness I believe this teacher should be rated: (circle one)

Very good Good Satisfactory Needs Improvement

OVERALL COMMENTS:

_____ _____

EVALUATOR'S SIGNATURE DATE

_____ _____

TEACHER'S SIGNATURE DATE

My signature indicates that I have discussed the contents of this rating with the evaluator and have received a copy for my personal record.

_____ I plan to submit an additional written comment within six (6) school days of the above date to be attached to this document.

LETTER OF AGREEMENT

A. The following supplemental retirement stipend will be in effect for a period beginning on May 1, 1992 and concluding on July 1, 1992 and beginning again on May 1, 1993 and concluding on July 1, 1993. This provision and the opportunity to receive the corresponding stipend expires and shall be null and void after July 1, 1993.

B. To be eligible for participation in this program, a teacher must satisfy all of the following requirements:

1. Completion of a minimum of fifteen (15) years of continuous teaching service in the Litchfield Community Schools (excluding period of layoff and unpaid leave) immediately preceding his/her retirement and request to receive this stipend.

2. The teacher must be on the final step (eleven years) of the appropriate salary column as set forth in Schedule A of this Agreement.

3. The teacher must have been actively employed with the District of the last work day of the school year in which retirement is taken.

4. The teacher must submit a voluntary and irrevocable resignation to the District not later than May 15 of the year when retirement is taken. Provided, that the District shall have the discretion to accept resignations after that date but in no event later than July 1 of the same year.

5. The teacher must be eligible, make application and be accepted to receive retirement benefits from the Michigan Public School Employee Retirement System. Upon request, the retiring teacher shall furnish verification to the school district that he/she will receive MPSERS benefits immediately following his/her retirement.

C. A teacher who satisfies the eligibility requirements set forth immediately above to receive the supplemental retirement stipend shall be provided with the funds needed to purchase up to two (2) years of generic retirement credit in the Michigan Public School Employees Retirement System (MPSERS), as described in section 69f of PA 194 of 1989 so long as the total of an individual teacher's years of credit in MPSERS (earned years plus generic years purchased under this plan) does not exceed the minimum number of years needed to qualify the teacher for a regular retirement allowance (as defined in Section 81 of P.A. 300 of 1980, as amended.) Disbursement to the teacher shall be made no later than July 1 following acceptance of the teacher's resignation.

The amount of funds provided by the District to a participant under this plan will be limited to the net actuarial cost of each year of generic retirement credit purchased. It is understood that the amount of the stipend shall be a gross amount subject to any tax deductions and withholdings required by law.

D. The teacher electing benefits under this plan will have his/her stipend reduced by any amount he/she receives as unemployment compensation charged against the Litchfield Community Schools.

E. The creation of this opportunity to receive a supplemental retirement stipend is

intended by the parties to act as an additional benefit for those teachers who elect to voluntarily retire in order to receive benefits under the Michigan Public School Employees Retirement Act of 1979, MCLA 38.1301 et seq. The creation of this opportunity or institution of the stipend shall not in any way bind the parties or their successors to incorporate such feature in any successor collective bargaining agreement or to otherwise perpetuate the conditions outlined herein. In the event that this supplemental retirement stipend, any feature or application thereof, is found to be contrary to law during the term of its existence, these provisions shall immediately be canceled and the parties shall meet to negotiate for a successor provision.