

6/30/97

PROFESSIONAL AGREEMENT

between the

DEERFIELD BOARD OF EDUCATION

and

LENAWEE COUNTY EDUCATION ASSOCIATION,
MEA-NEA

1994-95, 1995-96, 1996-97

Deerfield Public Schools

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ARTICLE I - RECOGNITION

A. The Board hereby recognizes the LCEA, MEA-NEA as the sole and exclusive bargaining representative for all Deerfield Public School certified teachers under annual contract with the Deerfield Board of Education: classroom teachers in grades DK-12, teachers of music, art, and physical education, counselors, special education teachers, librarians, teachers on Board approved leave of absence, Title I consultant. Such representation shall exclude administrative and supervisory employees as defined by the Commission, the position of Athletic Director as separate from classroom teaching duties, substitute teachers, student teachers, teacher's aides, adult education instructors, non-staff coaches, and all other certified and non-certified personnel.

ARTICLE II - BOARD RIGHTS

Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management unless otherwise expressly provided herein, and all management rights are reserved, and the Association hereby recognizes that the Employer has sole responsibility and authority over the matters concerning management and operations of all property, facilities and activities of the Employer not herein specifically modified, including but not limited to making rules and regulations; determining the number and location or relocation of schools or other facilities or departments, the amount and nature of supervision, and the type and amount of equipment to be used; selecting and directing the work force, including the right to hire, to discipline for just cause, determining the instructional schedule, the right to layoff employees from duty because of lack of work or for other legitimate reasons ; the right to sell, lease, or otherwise dispose of school buildings and other facilities; the right to liquidate or to annex all or part of another school district or be annexed by or consolidated with another school district, or take any other action not inconsistent with the specific language of this agreement.

ARTICLE III - AGENCY SHOP

Section A. Current Association members and all new employees hired after July 1, 1994 to a position covered by this agreement shall within thirty (30) calendar days of their hire by the Employer become members of the Association, or in the alternative, shall pay to the Association each month a service fee, in accordance with its policies and procedures.

Section B. Bargaining unit members in accordance with Section A, not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political/Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

Section C. Upon written authorization by a bargaining unit member, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Association, or its designee, no later than the twenty (20) days following each deduction.

Section D. If any bargaining unit member fails to authorize or remit dues or the service fee, the Association may request the Board to make such deduction pursuant to Section A, above. At the next meeting of the Board following receipt of such a request, the Board will provide the teacher with 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.

Section E. Should it be determined as a result of this hearing that the service fee has not been remitted to the Association or has not been authorized for payroll deduction, the fee will be deducted in equal installments from the bargaining unit member's remaining paychecks, with the final deduction being made in June.

Section F. In exchange for the Board's cooperation with the Association and its counsel, and the Association's right to compromise and settle any dispute involving an involuntary deduction under this Article, the Association will indemnify and hold the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

Section G. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State Law.

ARTICLE IV - ASSOCIATION RIGHTS

Section A. Law Rights - Nothing in this agreement shall deny or restrict any individual rights provided under Michigan or United States Law.

Section B. Facilities and Equipment Use

1. The employees and their representatives shall have the right to use school buildings at all reasonable hours for meetings or the transaction of official Association business with the approval of the Superintendent.

2. Bargaining unit members who have been trained shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, and all type of audio-visual equipment, when such equipment is not otherwise in use. The bargaining unit members shall pay for the total cost of all materials and supplies incident to such use. The above mentioned equipment shall not be removed from the school building.

The Association shall be held responsible for the repair and/or replacement of equipment which is lost, stolen, or damaged through use by the Association or its members, when used for Association business.

3. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the teacher mail boxes for communication to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. The Association shall not distribute Association materials to non-certified personnel without the prior approval of the Superintendent.

Section C. The Board agrees to furnish to the Association, in response to written requests, all available information covered by the Freedom of Information Act, such as, information concerning the financial resources of the district, preliminary budgets, agendas and minutes of all Board meetings.

Section D. The inspection of a teacher's personnel file will be allowed only during normal school business hours and non-instructional time of that teacher.

Section E. Many of the provisions of the 1991-94 Agreement have been reorganized and/or consolidated in this Agreement. The purpose of this reorganization and/or consolidation is convenience of reference. Unless specific language in the current agreement has been expressly and explicitly altered, the reorganization and/or consolidation of the 1991-94 Agreement language in the current Agreement shall not serve to alter the interpretation, application and established practices between the parties on that subject.

ARTICLE V - TEACHING CONDITIONS

Section A. Time Requirements

1. Teacher's daily required time in the building shall be seven hours, ten minutes. Teacher's instructional time will meet State instructional time requirements and State time definitions.
2. Teachers shall be at their teaching stations 16 minutes before the start of instructional time and supervise student behavior in rooms and hallways. Teachers may leave the building 16 minutes after students are released.
3. Elementary teachers will have a daily fifty (50) minute duty free lunch and secondary teachers will have a daily thirty (30) minute duty free lunch.
4. Teachers who will be absent are responsible for notifying the designated personnel by 6:30 am.
5. The Board shall make the decision to close school due to severe weather or conditions beyond its control. When school is closed due to these conditions, teachers shall not be required to report for duty. Every effort will be made to notify staff of a school or activity cancellation as soon as possible.
6. Any make-up days due to weather, etc. or required extended year days will be scheduled according to applicable State Law.

Section B. Teaching Assignments

1. Teaching assignments will be made according to applicable State rules and regulations.
2. Preparational Time - secondary teachers will be provided one preparational period per day equal to an instructional period. Elementary teachers will use all time when their class is receiving specialists instruction for preparational time. Specialist teachers will be given preparational time in proportion to their student instructional time.
3. A full records day will be given at the end of each semester. This shall not be a Sat., Sun., or Holiday, unless mutually agreed by the association and administration.
4. Class Size - class size should be reasonable and shall not exceed the following maxima within the limitations of available personnel, facilities, and funds:

7-12 classes	35 students per academic class
K-6 classes	30 students per class
Specialist classes	Available teaching stations
Experimental classes	Mutual agreement

If the class size numbers must be exceeded, then the following action plan shall be considered.

7-12 classes
K-6 classes

form a new section
aide assignment at 1 hour/2 add'l students

- Aide assignments will be made to the largest classes first.
- Distribution of students will be balanced whenever possible.

Section C. Miscellaneous Conditions

1. Teachers may use the school phones for a personal call during their non-instructional time. All long distance personal calls shall be recorded on the phone log and charges paid by the teacher at the time of the call. At no time shall the district incur any phone charges for teacher's personal calls
2. The Board shall make available in each building a lounge/lunchroom and lavatory facilities exclusively for employee use. Appropriate vending machines shall be allowed with no expense to the Board.
3. Teachers are not expected to check students for health problems except under extreme emergency, as determined by the County Health Department. Normal checking for health problems will be conducted by a competent school employee, appointed by the Principal.
4. All teachers shall be given written notice of their tentative assignments for the following year at least three (3) weeks before classroom orders are due. Notification and discussion concerning any late assignment change will take place within one week of the decision. Teachers who will have a late assignment change will be given additional time to prepare orders for the following year.
5. Faculty meetings, parent conferences, and curriculum meetings shall be considered a part of the regular teaching duties. The administration may call up to three (3) meetings per month involving each teacher. Additional meeting may be arranged with mutual agreement. One day notice shall be given for meetings whenever possible. Teacher attendance is expected. Meetings will adjourn within one and one half hours after the school day, unless mutually agreed upon.
6. Each year the Board will provide an updated seniority list to the Association by November 1. All seniority shall be determined to the nearest full week and be based on a thirty six (36) week school year or State requirements.
7. Any complaint brought against a teacher will be brought to the attention of the teacher. Copies of written complaints will be given to the teacher. Complaints shall not be incorporated into a teacher's evaluation or personnel file unless the teacher has been notified of the complaint.
8. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom. However, every teacher is primarily responsible for maintaining proper control and discipline in his/her classroom. The teachers recognize that all disciplinary actions and methods used shall be reasonable and just, and in accordance with Board policy and State law.

9. A teacher may exclude a student from class on a temporary basis for unacceptable behavior. In such cases the teacher will send the student directly to the Principal's office. The teacher will inform the Principal regarding the incident, when time permits, by the end of the day.
10. Any case of assault upon a teacher shall be promptly reported to the Administration. The teacher will be given all reasonable assistance in the handling of the incident by law enforcement, legal counsel, and judicial authorities.
11. If a teacher is named in a legal action for use of proper disciplinary action, the Board will provide counsel and assistance to the teacher for their defense. However, the Board will not have any responsibility for a legal judgment by a court of law for a wrongful act of a teacher. Time lost by a teacher in connection with any incident covered by the section shall not be charged against the teacher's paid leave time.
12. The Board will reimburse a teacher for any malicious loss, damage, or destruction of clothing or personal property while on duty at a school activity, if not otherwise reimbursable. This amount shall not exceed one hundred dollars (\$100.00) per incident.
13. Teachers shall have the right of representation when being disciplined, reprimanded, warned, or investigated.
14. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action by the Board or its representative shall be subject to the grievance procedure. All information forming the basis for disciplinary action will be made available to the teacher.
15. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitated the disciplinary action.
16. If the Superintendent and Kindergarten teacher determine that additional conference time slots are required, then they shall schedule the necessary release time. This applies to Kindergarten only.
17. Within the conditions of this agreement, which include 180 days of pupil instruction and 184 contracted teacher days, the Board will make every attempt to follow the county calendar. Deviations from the county calendar or in days of pupil instruction will be by mutual agreement.
18. If a tenured teacher accepts voluntary assignment as a mentor to a probationary teacher, he/she will not be required to be a participant in the formal evaluation process of the probationary teacher. The mentor teacher may be asked to provide his/her observations and opinions for the administration's consideration, but these observations and opinions shall not serve as a basis for any formal evaluation. The mentor teacher will not be part of any dismissal action taken by the administration on a probationary teacher.

ARTICLE VI - LEAVE OF ABSENCE

Section A. Paid Leaves

1. Sick Leave -
 - a. Teachers will be credited with ten (10) sick days at the beginning of the school year after teaching one (1) full day.
 - b. Sick days not used may accumulate to a total of ninety (90) sick days.
 - c. Teachers working a partial year will be credited sick days at a rate of one (1) sick days per eighteen (18) days of student instruction.
 - d. Teachers who exceed their allowable sick leave days will have their salary reduced by their per diem for each day missed.
 - e. Sick leave will be calculated on a full or half day basis.
 - f. Sick leave may not be used during an unpaid leave.
2. Leaves Chargeable Against Sick Leave -
 - a. A maximum of seven (7) days per school year for critical/emergency illness in the immediate family as defined in Section A - 3. A maximum of three (3) additional days may be used for immediate family members confined to a hospital.
 - b. Time necessary for attendance at the funeral services of a person whose relationship to the teacher warrants attendance. More than one (1) day must be approved by the administration.
 - c. Should a teacher be unable to report to work due to inclement weather, the day of absence shall be charged to the teacher's sick leave.
3. Bereavement -
 - a. A maximum of three (3) days for a death in the immediate family. Immediate family includes father, mother, brother, sister, spouse, child, parent-in-law, or any other member of the family or household who has clearly stood in the same relationship. Two (2) add additional days may be taken and charged against sick leave.
4. Jury Duty -
 - a. Any teacher called for jury duty or subpoenaed to give testimony shall be compensated for the difference between their teaching pay and the pay received for the performance of the obligation, to a limit of thirty (30) days. This section shall not apply in any case brought by the teacher or the Association against the school district where the teacher is called to testify against the district.
5. Personal Day/Business Day -
 - a. Each full time teacher will have one (1) Personal Day which may be taken upon request and one (1) Business Day which may be used to conduct legal or personal business, which cannot be conducted outside of school hours, with the approval of the administration.

The following conditions apply:

 - one day notice is required, except in the case of an emergency

- days may not immediately precede or follow a vacation period without permission of the administration
- unused days will be added to the teacher's accumulated sick leave at the end of the year
- days will be calculated on a full or half day basis only
- days will be pro-rated on a 1/2 day for each 45 instructional days when required

6. Worker's Compensation -

For an absence due to an injury incurred in the course of the teacher's employment the teacher may use their sick leave in coordination with Worker's Compensation. However, at no time shall the teacher's income benefit be greater than their per diem. Upon expiration of the teacher's sick leave, they will be placed on unpaid leave of absence.

Section B. Unpaid Leaves -

1. Family and Medical Leave Act of 1993 (FMLA)-
 - a. Should the district become an eligible employer under the FMLA, eligible employees will be entitled to benefits under the Act.
2. Additional Leave -
 - a. Any teacher whose personal illness , injury or disability extends beyond the period compensated under Section A-1 shall be granted a leave of absence without pay for such time as necessary for complete recovery from such illness, injury, or disability but not to exceed one (1) calendar year from the beginning date of the leave, subject to renewal for one (1) calendar year upon approval of the Board. A medical statement from a physician shall be presented to the Board verifying such illness, injury or disability. The Board will continue to provide the teacher with Group Insurance Services for the duration of said leave, if the teacher is willing to pay the cost.
3. Child Care Leave -
 - a. An unpaid leave of absence, not to exceed one (1) calendar year, shall be granted to any teacher for the purpose of child care. Said leave shall commence upon request of the teacher and approval of the Board and may be subject to renewal for one (1) calendar year upon approval of the Board.
 - b. In the event of the death of the object child of the leave, the leave of absence, at the teacher's request, will be terminated and the teacher returned to active service at the beginning of the next marking period following said request.
 - c. The teacher shall return with the same seniority rights attendance thereto as he/she had at the beginning of said leave. Reinstatement shall be to the teacher's former position or one for which he/she is certified or qualified
4. Sabbatical -
 - a. A leave of absence of up to one (1) year may be granted to a teacher for the purpose of study related to his/her professional responsibilities. Upon return the teacher will be placed on the same position on the salary schedule as when he/she left.

5. Association Service -

- a. A leave of absence for up to one (1) year shall be granted for the purpose of serving as an officer of the LCEA, MEA, or NEA. Upon return the teacher will be placed on the same position on the salary schedule as when he/she left.

Section C. General Leaves -

1. Association Business -

- a. If a member of the Association is required to participate in Deerfield negotiation or to take part in a grievance hearing involving the Association, he/she shall be released from his/her regular duties without loss of pay.

- b. The Association shall have two (2) release days for Association (DEA) business. The Association shall pay the Board for the cost of the substitute teacher.

ARTICLE VII - COMPENSATION/BENEFITS

Section A. Conditions

1. The salary schedule is based upon a normal weekly teaching load not to exceed five (5) days per week nor 184 days per year, or as required by law.
2. Salary adjustments for changes in classification of degree level shall be made at the beginning of each semester if proper verification documents have been filed with the Superintendent's office.

Section B. Miscellaneous Payments

1. Mileage - teacher's who are requested to use their personal vehicles for school related business will be reimbursed at a rate of 25 cents per mile.
2. Yearly Unused Sick Leave - any teacher who has accumulated ninety (90) days of sick leave shall receive a stipend of twenty dollars (\$20.00) for any unused sick leave over ninety (90) in the current school year. This stipend shall be included in the twenty-first (21st) paycheck.
3. Preparation Period Subbing - any teacher who agrees to sub for a class during their preparation period shall be paid sixteen dollars (\$16.00) per period subbed.
4. Retirement Terminal Pay - those current teachers of Deerfield Public Schools who enter the Michigan Public School Employees Retirement System, upon verification of retirement, shall receive a lump sum payment equal to fifty percent (50%) of their unused sick days times the current daily rate of a substitute teacher.

Section C. Fringe Benefits

1. The Board will provide fringe benefit coverages for a teacher, for a period of one (1) year, who completes their full contractual obligation. Part time teachers will receive pro-rated benefits equal to their proportion of assignment.
2. Notwithstanding the provisions of this agreement, the terms of any contract/policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, dependents, eligibility, and termination of coverage and other required matters.
3. The Board shall be relieved from all liability with respect to the benefits provided by the insurance coverages. Failure of the insurance carrier to provide any benefit shall not result in any liability to the Board or Association nor shall such failure be considered a breach of any obligation by either of them.

4. Coverages

- a. Health Coverage - the Board agrees to provide either option MESSA Plan A or MESSA Plan B.

Plan A - MESSA Pak Plan A

- a. MESSA Super Care 1 Health Insurance w/ employee paid deductible.
- b. MESSA LTD Plan 2
- c. Delta Dental Plan 50/50/50 w/ \$500 Lifetime maximum
- d. MESSA Negotiated Life Insurance - \$15,000 w/ AD&D.
- e. MESSA Vision - VSP-2 or comparable

Plan B - Option Plan

- a. MESSA LTD Plan 2
- b. Delta Dental Plan 50/50/50 w/ \$500 Lifetime maximum.
- c. MESSA Negotiated Life Insurance - \$20,000 w/ AD&D
- d. MESSA Vision - VSP-2 or comparable
- e. Tax Sheltered Annuity of Fifty Dollars (\$50.00) per month for twelve (12) months with a Board approved company.

Section D. Salary

- 1. Service credit - Teachers who complete a full time teaching assignment with be credited with one year experience credit. Part time teachers will be given credit for a full year of experience credit if they teach at least 50% of a full time assignment during a year.

Teacher's Salary Schedule

Schedule 1 - A

1994-95

<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>
0	26,040	27,349	29,171
1	26,951	28,323	30,201
2	27,862	29,297	31,231
3	28,773	30,271	32,261
4	29,684	31,245	33,291
5	30,595	32,219	34,321
6	31,506	33,193	35,351
7	32,417	34,167	36,381
8	33,328	35,141	37,411
9	34,239	36,115	38,441
10	35,150	37,089	39,471
11		38,063	40,501
12		39,037	41,531
17		39,537	42,031
21		40,537	43,031
25		42,037	44,531

Longevity Payments:

17 yrs @ \$500, 21 yrs @ \$1,500, 25 yrs @ \$3,000

Teacher's Salary Schedule

Schedule 1 - B

1995-96

<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>
0	26,756	28,101	29,973
1	27,692	29,102	31,032
2	28,628	30,103	32,090
3	29,564	31,103	33,148
4	30,500	32,104	34,207
5	31,436	33,105	35,265
6	32,372	34,106	36,323
7	33,308	35,107	37,381
8	34,245	36,107	38,440
9	35,181	37,108	39,498
10	36,117	38,109	40,556
11		39,110	41,615
12		40,111	42,673
17		40,611	43,173
21		41,611	44,173
25		43,111	45,673

Longevity Payments: 17 yrs @ \$500, 21 yrs @ \$1,500, 25 yrs @ \$3,000

NOTE TO SCHEDULE 1-B (1995-96 SALARY SCHEDULE):

Should the district's per pupil foundation allowance (PPFA) for 1995-96 increase by less than 3.75% over the district's PPFA for 1994-95, and/or should the funded FTE pupil count in the Fall of 1995 be less than the funded FTE pupil count in the Fall of 1994 (399 FTE), the Board of Education may, at its option, reopen bargaining on the 1995-96 salary schedule for the purpose of reducing the amount committed to 1995-96 teachers' salaries.

TEACHER'S SALARY SCHEDULE

Schedule 1 - C

1996-97

To be negotiated, with bargaining to commence no later than July 1, 1996

EXTRA DUTY SCHEDULE

Sec. A. Conditions.

1. All extra duty assignments will be voluntary.
2. Payment for the activity will be made upon the completion of the activity and the required duties.
3. Coaching assignments will be paid on the BA scale at the step of experience at Deerfield.
 - Experience will be granted for equal or higher level coaching at a 1 for 1 rate.
 - Experience at a lower level will be granted at a 1 for 2 rate.
 - Outside experience may be granted at the option of the Board.
 - Experience beyond 10 yrs. will be paid an additional \$50.00/yr.
4. All non-coaching assignments will be paid on the BA base.
5. If more than one person shares an assignment, the pay will be split equally. If one person coaches two teams, they will receive 1.5 times the pay percentage.

Sec. B. Payments

COACHING

Football	Head	10%
	Asst.	7%
	JV	7%
	JH	4%
	Elem	3%
Basketball	Head	10%
	JV	7%
	Frosh	4%
	JH	4%
	Elem	3%
Volleyball	Head	8%
	JV	5%
	JH	4%
Baseball/ Softball	Head	8%
	JV	5%
Track	Head	8%
	JH	5%

ACTIVITIES

Band	6%
Student Council	2.5%
NHS	1%
Yearbook	2%
7/8 Advisor	1.25%
9/10 Advisor	1.5%
11/12 Advisor	2.5%
Cheerleading	4%
JH	3%
SAAD Advisor	1%
Outdoor Camp Advisor	.5%

Sec. C. Miscellaneous

Driver Education	\$14/hr
Gifted/Talented	\$17/hr

RETIREMENT OPTION

A. The offer of this retirement supplement stipend is intended by the parties hereto as an additional benefit and consideration for those employees who elect to voluntarily retire at this time and receive benefits from the Michigan Public School Employees Retirement System pursuant to the provisions of the Michigan Public School Employees Retirement Act of 1979 MCL 38.1301 et. seq. The offer of this retirement supplement stipend is limited to those employees who elect to voluntarily retire effective at the conclusion of the school year and who comply with the eligibility requirements as set forth herein.

B. To be eligible to receive the retirement supplement stipend the employee must: 1. be presently be on the highest step of the salary schedule, 2. be eligible, make application, and be accepted to receive retirement benefits from the Michigan Public School Employee Retirement System commencing at the conclusion of the school year, 3. no later than December 1, submit to the Superintendent of Schools an application and a written resignation for the purpose of retirement effective at the conclusion of the school year, 4. must execute an acknowledgement and release acknowledging that he/she voluntarily elected to retire from his/her employment with the school district and receive the retirement supplement stipend as additional consideration for retirement at this time and fully releasing the school district, its Board of Education, the Association, and their agents, officials and employees from any and all claims, demands, and/or causes of action which he/she has or may have pursuant to the Federal Age Discrimination in Employment Act or the Michigan Elliott-Larson Civil Rights Act by reason of his/her retirement and receipt of the retirement supplement stipend. The acknowledgement and release shall also acknowledge the employee's responsibility for any and all tax consequences and liability resulting from payment of the retirement supplement stipend. A copy of the acknowledgement and release (Appendix C) is incorporated herein by reference.

C. The notice as specified in B. 3 shall be contingent upon meeting the eligibility requirements of the MPSERS with the purchase of the universal but-in credit. Proper application to purchase of the universal but-in credit shall be made by the employee to MPSERS in a timely manner. Payment by the employee and the Board shall be received by MPSERS no later than June 15, to ensure proper credit.

D. As indicated below, the Board will pay for two (2) years of universal buy-in retirement credit and the Board and employee will share the cost to purchase three (3) to five (5) years of universal buy-in retirement credit in the MPSERS so long as the total of the individual employee's credit in MPSERS (earned years plus universal but-in years purchased under this plan) does not exceed a maximum of thirty (30) years of service credit, as defined in Section 81 of 1980 PA 300, as amended.

Contributions shall be as follows:

<u># of Years of Service</u>	<u># of Years to be Purchased</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
25	5	60% of cost	40% of cost
26	4	60% of cost	40% of cost
27	3	60% of cost	40% of cost
28	2	100% of cost	0% of cost
29	1	100% of cost	0% of cost

E. The amount of funds provided by the district to the participant under this plan will be limited to the net actuarial cost each year of universal buy-in retirement credit purchased. If the employee purchased all of the retirement credit needed at an earlier date, the Board's percentage would be based upon the employee's cost at time of purchase. If the employee purchased only forty (40%) percent of the needed credit at an earlier date, the employer would purchase the remaining sixty (60%) percent at the current prevailing rate.

ARTICLE VIII - TEACHER EVALUATION

Section A. General

1. Each new teacher will be in-serviced by the administration regarding duties, responsibilities, evaluation criterion, and given a copy of the evaluation documents.
2. Each tenured teacher shall receive a minimum of one formal evaluation each three (3) years.
3. Probationary teachers shall be evaluated and in-serviced according to State law.
4. All evaluation documents shall be placed in the teacher's personnel file after review with the teacher.
5. The administration, when evaluating a teacher, shall not expect the same mastery of subject matter as if said teacher had a major or minor in that field of study, if the teacher is assigned outside his/her major or minor.

Section B. Process Guidelines

1. The evaluation process will begin with a classroom observation or a conference. After the classroom observation, a written evaluation will be given to the teacher within five (5) days. After receipt of the written evaluation, a conference will be scheduled within five (5) days to discuss the evaluation.
2. A teacher may attach a response to the evaluation.
3. After the evaluation conference, the teacher and administrator shall sign the evaluation form to signify the conference has taken place. The teacher's signature does not represent agreement with the evaluation.
4. Satisfactory evaluations will be complete after the conference.
5. Unsatisfactory evaluations will require the development of an Individualized Development Plan. The IDP will include a conference, specific goals for improvement, recommended methods to attain the goals, a timeline, and consequences for failure to attain the goals.
6. The failure to attain the goals of an IDP will require the development of an Intensive Individualized Development Plan for a tenured teacher. The IIDP will include a conference, specific goals for improvement, recommended methods to attain the goals, suggested resources available to the teacher, a timeline, and consequences for failure to attain the recommended goals.

ARTICLE IX - VACANCY/TRANSFER

Section A. Vacancies

1. When a vacancy occurs, it will be posted five (5) days before a hiring decision. Vacancies shall be filled on the basis of experience, competence, qualification, length of service in the District, and other relevant factors, as determined by the Board.
2. Notice of a vacancy will be given to the Association president or designee.

Section B. Transfers

1. Transfers may be made when it is determined to be in the best interests of the educational program by the Board.

ARTICLE X - PERSONNEL REDUCTIONS

Section A. Lay Off

1. In the event of a lay off, the order of reduction shall be:
 - a. Probationary teachers will be laid off first whenever a tenured teacher is certified and qualified for the position.
 - b. Tenured teachers will be laid off on the basis of certification, qualification, and seniority.
 - c. Written notice of lay off will be sent to the teacher's last known address on file with the Board.
 - d. All lay off procedures will follow State law.

Section B. Recall

1. In the event of a recall, the order of recall shall be:
 - a. Teachers shall be recalled in the inverse order of lay off for positions which they are certified and qualified.
 - b. The Board shall give written notice of recall by certified mail to the teacher's last known address on file with the Board.
 - c. The teacher shall respond in writing by certified mail within ten (10) days of receipt of the Board's recall notice stating their intentions. No response within the Ten (10) day period will be considered a refusal.
 - d. A refusal or non-response will terminate a teacher's right to recall, except where permitted by law.

Section C. Miscellaneous

- a. The Board agrees to assist teachers who have been terminated due to personnel reductions, district annexation, or district consolidation as they seek employment.

Section D. Definitions

1. Seniority - shall be determined from the teacher's first day of work in the District. If more than one (1) teacher have the same start date, an impartial tie breaker shall be used to determine seniority position. Seniority shall mean years of uninterrupted continuous service with the District. Approved leaves of absence will not interrupt continuous service, however seniority will not accumulate while on a leave of absence.

ARTICLE XI - GRIEVANCE PROCEDURE

Section A. Definition. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be a basis of any grievance filed under the procedure outlined in this agreement.

1. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule.
2. It is agreed that a grievance in response to discharge or demotion shall be deemed abandoned if the grievant(s) initiates an appeal of the discharge or demotion under the Tenure Act. Likewise, grievances shall be deemed abandoned if the grievant(s) files a claim or complaint seeking the same remedial relief as stated in the grievance in any other forum established by law or by regulation having the force of law.

Section B. General Conditions.

1. A written grievance shall be filed on the form in Appendix B.
2. Grievances shall be signed by the grievant(s), Association Representatives or the local Association President.
3. Grievances not within the power and/or scope of the immediate supervisor to resolve may be entered at the Formal Level Two (2) of the grievance procedure.
4. The term "days" as used herein shall mean work days as per central office.

Section C. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant(s), Association Representatives or the local Association President.
2. It shall contain a synopsis of the facts giving rise to the alleged violation.
3. It shall cite the section or subsections of this contract alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

Section D. Hearing Level

Level 1: An employee having cause for complaint shall within ten (10) days of its occurrence or knowledge of its occurrence, discuss the grievance with his/her immediate supervisor in an attempt to resolve same. An Association representative may be present during these discussions if requested by the grievant.

Level 2: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within five (5) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the Superintendent or his designated agent. Within five (5) days of the receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or Association representative to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy to the grievant and the Association.

Level 3: If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee at Level 2, or if no decision has been made within five (5) days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designees of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance. Disposition of the grievance in writing by the Board shall be no later than five (5) days thereafter.

Level 4: If the disposition of the grievance by the Board of Education is not satisfactory, the grievant shall have ten (10) days to appeal the grievance to the American Arbitration Association in accordance with its rules.

Section E.. General Arbitration Provisions.

1. The arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. The parties may mutually agree to an arbitrator.
3. The fees and expenses of the arbitrator shall be paid by the loser.
4. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
5. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

Section F. Restrictions on the Arbitrator's Authority:

1. The arbitrator shall have no power to add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
2. The arbitrator shall have no power to rule on the content of an evaluation, unless the claim is that the content is false or in error. The arbitrator shall have the power to rule on the procedure.
3. The arbitrator shall have the power to rule on any discipline resulting from an evaluation.
4. The arbitrator shall have no power to interpret State or Federal Law.

Section G. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.

Section H. All preparation filing, or presentation of grievances shall be held at times other than when the employee or Association representative are to be at their assigned duty stations except as agreed by the parties. In such instances employees will suffer no loss of pay.

Section I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

Section J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder prior to the expiration of this Agreement may be processed through the grievance procedure until resolution.

ARTICLE XII - DETAILS/SIGNATURES/DATES

Section A. Terms and Conditions

1. The terms and conditions of this agreement shall remain in effect until altered by mutual agreement between the parties from July 1, 1994 to June 30, 1997.
2. In the event a matter develops that is not covered by this agreement, it is recommended that the parties meet to discuss mutually acceptable solutions.
3. Copies of this agreement shall be printed and the expense shared by the Association and the Board. Copies shall be given to the teachers.

Section B. Dates and Signatures

Deerfield Education Association

David Hartman
DEA/MEA Negotiator

Cathy A. Maples
Negotiating Committee

Elaine Lutzant Gregory
Negotiating Committee

Sue Ellen Beckey
Negotiating Committee

Deerfield Board of Education

Terence M. Bauer
President

Kevin M. Winkler
Vice President

Clara Y. Haines
Secretary

Terry L. Bean
Treasurer

Norman Flumer
Trustee

Christina Stat
Trustee

Sinda Boar
Trustee

Signature Date: 12/20/94

Appendix A

DEERFIELD EFFECTIVE TEACHING MODEL

I. The Lesson

To be an effective teacher, preparation and presentation of a daily lesson is essential. The following guidelines are given to aid teachers in teaching the lesson.

1. **Planning:** Prior to presenting a lesson, the objective must be clearly defined and stated in the daily lesson plan and before class begins all needed materials are prepared.
 2. **Anticipatory Set:** The teacher should command the students' attention to have them physically and mentally alert and ready to begin. This should include tying the lesson to a previous learning.
 3. **Objective:** The teacher clearly informs the students what to expect and why it is important. The objective should be stated specific to that day's lesson.
 4. **Providing Information:** The teacher will determine the method needed to present the lesson effectively and will utilize but not be limited to one or more of the following techniques: lecture, examples, questions, visual aides, experimentation, games, groupwork, discussions, computers, hands on work, etc. The teacher would also model an acceptable finished product of what the new learning looks like.
 5. **Checks for Understanding:** The teacher should have students exhibit understanding of the lesson. Methods to accomplish this include: question/answer, boardwork, signing techniques, discussion, etc. The teacher will monitor and adjust the teaching according to the knowledge exhibited.
 6. **Guided Practice:** The students first attempts with new learning are guided by the teacher so they are accurate and successful. This is accomplished by circulating through the room and observing individuals work to see that instruction has "taken". Observed mistakes need to be immediately corrected.
 7. **Closure:** The teacher concludes the lesson with having students state key elements of the lesson.
 8. **Independent Practice:** When the students can perform the skill without major errors a reasonable and meaningful assignment is given.
- * Step one is essential to every lesson. The teacher does not necessarily have to use steps two through eight for every lesson, or present them in numerical order.

II. Motivation Techniques

Speech: Displays proper control of voice, articulation, and inflection.

Command of English: Uses proper oral and written language.

Variety in Presentation: Exhibits novel ideas, varies methods, involves students in sample problems.

Realistic Expectations: Has obtainable but challenging objectives.

Teacher Enthusiasm: Uses feeling tone and invites active participation.

Feedback: Keeps students abreast of grades, uses praise and positive reinforcement.

III. Discipline

Classroom Control: Is consistent, has rules and applies them fairly to all, states expectations, punishes poor behavior, rewards correct behavior, makes students responsible for actions, TEACHER IS ALWAYS in charge.

School Policy: Reinforces student handbook.

IV. Environment

Physical: Room is inviting, neat and attractive, a creative place to learn.

Psychological: The classroom has a safe, warm, open, trusting atmosphere where students are treated with dignity. Teacher knows their students.

Management: High time on task, minimizes transition time. Learning is teacher directed.

V. Interpersonal Relations

Personality: Is honest, trustworthy, "up-front", pleasant, patient, has a sense of humor, courteous, tactful.

Students: Dignifies students, shows respect for students and expects it back, sets them up to succeed, interested in them as people, shows interest in ALL students.

VI. Professional/Social Behavior

Evaluation of Students: Keeps accurate records, follows school grading scales, appropriately evaluates student progress.

School: Is visible in the halls, is a role model, is punctual to teaching station, spends extra time with students if needed, makes an effort to attend extra-curricular events.

Professional: Is neat and clean, maintains confidence, attends workshops and seminars, is a member of professional organizations, is cooperative and flexible with colleagues, peers, and administrators, prepares accurate lesson plans for a substitute.

TEACHER PERFORMANCE EVALUATION FORM

Teacher: _____ Date: _____ Class/Grade: _____

For each evaluative item the scale will be:

- 4 - Meets the standard and shows exceptional skills in the item.
- 3 - Demonstrates the objective.
- 2 - Demonstrates the objective, but needs to improve its use.
- 1 - Does not demonstrate the objective.
- 0 - Not observed.

All scores above or below standard (3) will be accompanied by a written comment.

The Lesson:

The teacher does not necessarily have to use all eight (8) steps for every lesson, nor do the steps have to be in the numbered sequence as given in this lesson design.

Score

- _____ 1. Evidence of planned lesson.
- _____ 2. Anticipatory set demonstrated.
- _____ 3. Objective stated.
- _____ 4. Information Provided.
- _____ 5. Checks for understanding.
- _____ 6. Evidence of guided practice.
- _____ 7. Closure demonstrated.
- _____ 8. Assigns independent practice.

Motivation:

_____ 9. Uses proper voice control.

_____ 10. Correct language used.

_____ 11. Subject material appropriate to grade level.

_____ 12. Exhibits enthusiasm for subject.

_____ 13. Uses feedback.

Discipline:

_____ 14. Classroom is under control.

_____ 15. Handles special disciplinary situations effectively.

Environment:

_____ 16. Class atmosphere is conducive to learning.

_____ 17. Treats students with respect.

_____ 18. Instruction time is used effectively.

Interpersonal Relationships:

_____ 19. Demonstrates positive personality,

Professional Behavior:

_____ 20. Keeps accurate records. (grades, attendance books, etc.)

_____ 21. Neat and clean appearance.

TEACHER EVALUATION

PERSONNEL CONFERENCE SUMMARY AND RECOMMENDATION

Date: _____ Time: _____ Person(s) in Attendance: _____

Conference Summary

Major Points Discussed: _____

Administrative Recommendation

Probationary Teacher (Check One)
 1st Year Probation 4th Year Probation
 2nd Year Probation Tenure
 3rd Year Probation Nonrenewal

Tenured Teacher (Check One)
 Continued Employment
 Step 1 - Individualized Development Plan
 Step 2 - Intensive Individualize Development Plan
 Nonrenewal

Basis for Recommendation: _____

Evaluation is: Satisfactory Unsatisfactory

(Teacher's Signature)

(Administrative Signature)

Date: _____

Date: _____

APPENDIX B - GRIEVANCE REPORT FORM

Grievance # _____ Deerfield Education Association

GRIEVANCE REPORT
(Submit to Administration)

Position Name of Grievant Date Filed

Date Cause of Grievance Occurred: _____

LEVEL 1:

1. Statement of Grievance (including contract provisions applicable): _____

2. Relief Sought: _____

Signature Grievant Signature Association Rep. Date

3. Disposition of Principal: _____

Signature Date

4. Position of Grievant and/or Association: _____

Signature Grievant

Signature Association Rep.

Date

LEVEL 2:

Date Submitted to Superintendent: _____

1. Disposition of Supt: _____

Signature

Date

2. Position of Grievant and/or Association: _____

Signature Grievant

Signature Association Rep.

Date

LEVEL 3:

Date submitted to Board: _____

1. Disposition of Board: _____

Signature

Date

2. Disposition of Grievant/Association: _____

Signature Grievant

Signature Association Rep.

Date

Level 4:

1. Date Intend to Arbitrate Submitted: _____

Acknowledgement and Release

Retirement Supplement Stipend

I, _____, hereby acknowledge and affirm that I have voluntarily elected to retire at the conclusion of the _____ school year and commence my retirement benefits from the Michigan Public School Employees Retirement System and receive the retirement supplement stipend of _____ Dollars (\$_____)

from the school district as additional consideration for my retirement at this time. Thus, I hereby release Deerfield Public Schools, its Board of Education, the Association and their agents, officials, and employees from any and all claims, demands and/or causes of action I have or may have under the Federal Age Discrimination in Employment Act or the Michigan Elliott-Larson Civil Rights Act by reason of my retirement and acceptance of the retirement supplement stipend. I acknowledge that I have had a reasonable opportunity to consider my decision to retire at least forty five (45) days and that I have had the opportunity to consult with legal counsel, Association representatives and/or others regarding this decision and have elected to retire voluntarily. I understand I have seven (7) days after execution of this release to revoke my agreement to retire. Further, I acknowledge responsibility for any and all tax consequences and liability as a result of the payment of the retirement supplement stipend.

Witness _____ Date _____

Witness _____ Date _____

