

PROFESSIONAL AGREEMENT

BETWEEN THE

DEERFIELD BOARD OF EDUCATION

AND

LENAWEE COUNTY EDUCATION ASSOCIATION
MEA_NEA

JULY 1, 2008 – JUNE 30, 2011

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the LEA, 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, 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 the 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. Moneys 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, computers, copy machines, other duplication equipment, calculators, 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 moved 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.

ARTICLE V - TEACHING CONDITIONS

Section A. Time Requirements

1. Teacher's daily-required time in the building shall be seven hours, fifteen minutes. (7:35 a.m. 2:50 p.m.) Teacher's instructional time will meet State instructional time and day requirements and State time and day definitions.
2. Teachers shall be at their teaching stations at 7:35 a.m. and supervise student behavior in rooms and hallways. Teachers may leave the building at 2:50 p.m. Elementary students normal instructional day begins at 7:45 a.m. and ends at 2:45 p.m. Middle School and High School normal instructional day begins at 7:45 a.m. and ends at 2:45 p.m.
3. Elementary teachers shall be responsible for a daily recess for their class. Recess shall be a minimum of fifteen (15) minutes a day, but no more than twenty-five (25) minutes. Recess shall be an outdoor activity. In the event of inclement weather a fifteen-twenty-five (15-25) minute supervised indoor activity shall occur.
4. Elementary and secondary teachers will have a daily twenty-five (25) minute duty free lunch.
5. Teachers who will be absent are responsible for notifying the designated personnel by 6:30 am.
6. 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.
7. Any make-up days due to weather, etc. or required extended year days will be scheduled according to applicable State Law.
8. Midwinter break day will appear on the calendar as a possible snow make-up day. If school has been cancelled six (6) or more times prior to February 1st then classes will be held on the Midwinter break day.

Section B. Teaching Assignments

1. Teaching assignments will be made according to applicable State rules and regulations. Teacher qualifications shall be defined as meeting certification standards of the State of Michigan and Federal No Child Left Behind (NCLB) – Highly Qualified Teacher Standards. The District will offer guidance and direction to all teachers in order to reach the standards of "highly qualified" under NCLB, including the High Objective Uniform State Standard of Evaluation (HOUSSE) portfolio process.
2. Preparation Time - Secondary teachers will be provided one preparation period per day equal to an instructional period. Elementary teachers will use all time when their **class is** receiving specialist instruction for preparation time. Elementary teachers will be given preparation time comparable to the preparation time for secondary teachers. Specialist teachers will be given preparation time comparable to the preparation time for regular classroom teachers.

3. PM on half-days scheduled for exams will be used as records day. The afternoon of the final day of the semester can be used as "comp" time for parent-teacher conferences as long as the teacher has completed all necessary duties.

4. Class Size - class size should be reasonable and shall not exceed the following maximums within the limitations of available personnel, facilities, and funds:

9-12 classes	35 students per academic class
6 – 8 classes	33 students per academic class
K- 1 classes	25 students per class
2-5 classes	30 students per class
ITV classes	20 students (combined sites)
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.

6-12 classes	form a new section
K-5 classes	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.

In lieu of an aide, teachers can select a cash stipend as follows:

HS/MS	\$100/per marking period/per student
Elementary	\$200/per marking period/per student

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 heated 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. The Board will provide teachers with at least 5 days (30 hours) of professional development opportunity per school year. The content for the professional development days will be determined by the school administration with input from faculty members. At the conclusion of each school year, teachers are required to submit all of their professional development hours on a form provided by the administration. The professional development hours offered by the school can not

be counted toward state CEU requirements nor toward the fifteen (15) days of professional development required for probationary teachers.

6. Faculty meetings and curriculum meetings shall be considered a part of the regular teaching duties. The administration may call up three (3) meetings per month involving each teacher. Additional meeting may be arranged with mutual agreement. One-day notice shall be given for meetings. Teacher attendance is expected. Meetings will adjourn within one and one half hours after the school day, unless mutually agreed upon.

a. Parent teacher conferences shall be considered a part of the regular teaching duties. Teachers will be credited with one-half (1/2) day work for each day of parent-teacher conferences. Teachers are required to be in attendance for the entire time of parent-teacher conferences.

7. 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.

8. Any written 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.

9. 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.

10. 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. It is the responsibility of the teacher to contact the office to inform office personnel the reason(s) for the student being sent to the office.

11. Any case of assault upon a teacher shall be promptly reported to the Administration. The teacher will be given all reasonable assistance in handling of the incident by law enforcement, judicial authorities, and preliminary advice by legal counsel if requested.

12. 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.

13. 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.

14. Teachers shall have the right of representation when being disciplined, reprimanded, warned, or investigated.

15. 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.

16. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitated the disciplinary action.

17. If any K – 5 grade classroom exceeds 28 students at the time of parent-teacher conferences, the Superintendent and the classroom teacher will determine if additional time is necessary and schedule necessary release time.

18. Within the condition of this agreement, 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.

For the duration of this agreement, the number of days of pupil instruction and contracted teacher days are as follows:

	<u>STUDENT</u>	<u>TOTAL DAYS</u>
2008 – 2009	175	178
2009 – 2010	175	178
2010 – 2011	175	178

Once the school calendar is set and the ending date of school is set, the ending date of school shall not be moved ahead or extended, provided the minimal number of instructional hours have been met. However, should school be cancelled due to conditions outside the control of school authorities, such as severe storms, fire, power outages, epidemics, or other serious health conditions more than five (5) full instructional days, the school year will be extended for each day cancelled over five (5).

If five (5) or fewer full instructional days are cancelled and the total hours of instruction meet the State’s minimum requirements, the school year will not be extended.

19. 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.

20. Any teacher wanting to use school facilities outside the regular school day shall fill out a building use form and have it approved prior to using the facilities.

ARTICLE VI - LEAVE OF ABSENCE

Section A. Paid Leaves

1. Sick Leave -
 - a. Teachers will be credited with nine (9) 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. Illness in the immediate family as defined in Section A - 3.
 - b. Times 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, brother-in-law, sister-in-law or any other member of the family or household who has clearly stood in the same relationship. Two(2) additional days may be taken and charged against sick leave.
 - b. One (1) day for the death of a grandparent. Two (2) additional days may be taken and charged against sick leave.

4. Jury Duty -
 - a. Any teacher called for jury duty, subpoenaed to give testimony or attendance is required by a legal authority at a hearing 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. It is the responsibility of the teacher to provide the District with proper documentation of jury duty, court subpoena or requirement to attend a hearing. 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 Days -
 - a. Each full time teacher will have three (3) personal days which may be taken upon request, with approval of the administration.
The following conditions apply:
 - One day notice is required, except in the case of an emergency.
 - There is no restriction on the use of personal days except: Only two (2) teachers can take a day immediately before or after a regularly scheduled vacation period. This will be available on a first – come, first – serve basis as determined by the DEA and is limited to one time per year/ per teacher.
 - 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 ½ day for each 45 instructional days when required.

6. Worker's Compensation -

For an absence due to the 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 an unpaid leave of absence.

Section B. Unpaid Leaves -

1. Family and Medical Leave Act of 1993 (FMLA). Pursuant to the FMLA, an employee who has been employed at least twelve months and worked at least 1,250 hours during the prior twelve month period is entitled to twelve weeks of leave during any twelve month period without pay but with group medical insurance coverage maintained for one or more of the following reasons:

- a. due to the birth of the employee's child in order to care for the child;
- b. due to the placement of the child with the employee for adoption or foster care;
- c. to care for the employee's spouse, child, or parent who has a serious health condition;
- d. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

"Serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility, or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

The period September 1 through August 31 shall be the twelve month period for FMLA benefit entitlement purposes.

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 178 days for the length of this agreement 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 prior to the start of the semester.

Section B. Miscellaneous Payments

1. Mileage - teacher's who are requested to use their personal vehicles for school related business will be reimbursed at the current IRS rate.
2. Yearly Unused Sick Leave - any teacher who has accumulated ninety (90) days of sick leave shall receive a stipend of thirty-five dollars (\$35.00) 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 twenty-five dollars (\$25.00) 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 coverage 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 coverage. Failure of the insurance carrier to provide any benefit shall not result in any liability to the Board of Association nor shall such failure be considered a breach of any obligation by either of them.

4. Coverage's

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

Plan A - MESSA Pak Plan A

- a. MESSA Choices II Health Insurance (3K)
(\$200/400 in network deductible, \$400-800 out of network and \$10/20 Rx drug card.)
- b. \$20 office visit/\$25 urgent care, \$50 emergency room co-pay
- c. MESSA LTD Plan 2
- d. Delta Dental Plan 80/80/80; \$1,500 annual max;
80/ \$1,000 lifetime max; two cleanings per year; no adult orthodontics
- 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 – same as above
- c. MESSA Negotiated Life Insurance - \$20,000 w/AD&D
- d. MESSA Vision - VSP-2 or comparable
- e. Cash in lieu of medical benefits according to the following schedule:

#Participants	Amount per month	
1	\$125	\$1500/year
2	\$250	\$3000/year
3	\$333.33	\$4000/year
4	\$416.66	\$5000/year
5 or more	\$500	\$6000/year

Teachers may place this money in a board-approved annuity account if they so choose.

Section D. Salary

1. Service Credit - Teachers who complete a full time teaching assignment will 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. For new hires, the Board may grant credit on the salary schedule for prior teaching experience in its discretion.

DEERFIELD EDUCATION ASSOCIATION**2008 - 09**
(0% increase)

STEP	BA	BA + 18	MA
0	33,668	35,352	37,826
1	34,779	36,518	39,074
2	35,926	37,724	40,364
3	37,112	38,958	41,696
4	38,338	40,225	43,073
5	39,603	41,584	44,494
6	40,909	42,995	45,962
7	42,258	44,372	47,479
8	43,654	45,838	49,045
9	45,094	47,349	50,663
10	46,581	48,912	52,335
11		50,525	54,062
12		52,193	55,848
Start of 17 th year		53,914	57,689
Start of 21 st year		55,695	59,594
Start of 25 th year		57,533	61,559

DEERFIELD EDUCATION ASSOCIATION**2009 - 10**
(1.0% increase)

STEP	BA	BA + 18	MA
0	34,005	35,706	38,204
1	35,127	36,883	39,465
2	36,285	38,101	40,768
3	37,483	39,348	42,113
4	38,721	40,627	43,504
5	39,999	42,000	44,939
6	41,318	43,425	46,422
7	42,681	44,816	47,954
8	44,091	46,296	49,535
9	45,545	47,822	51,170
10	47,047	49,401	52,858
11		51,030	54,603
12		52,715	56,406
Start of 17 th year		54,453	58,266
Start of 21 st year		56,252	60,190
Start of 25 th year		58,108	62,175

DEERFIELD EDUCATION ASSOCIATION**2010 - 11
(0.5 % increase)**

STEP	BA	BA + 18	MA
0	34,175	35,885	38,395
1	35,303	37,067	39,662
2	36,466	38,292	40,972
3	37,670	39,545	42,324
4	38,915	40,830	43,722
5	40,198	42,210	45,164
6	41,525	43,642	46,654
7	42,894	45,040	48,194
8	44,311	46,527	49,783
9	45,773	48,061	51,426
10	47,282	49,648	53,122
11		51,285	54,876
12		52,979	56,688
Start of 17 th year		54,725	58,557
Start of 21 st year		56, 533	60,491
Start of 25 th year		58,399	62,486

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 years 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.
6. Job descriptions exist for advisors and band director assignments. Pay is dependent upon meeting minimum requirements. Refer to Appendix D.

Sec. B. Payments

COACHING

Football	Head	10%
	Asst.	7%
	JV	7%
	MS	4%
Basketball	Head	10%
	JV	7%
	Frosh	4%
	MS	4%
Volleyball	Head	10%
MS		4%
Baseball /	Head	8%
Softball	JV	5%
Track	Head	8%
	MS	5%
Golf	Head	6%

ACTIVITIES

Band	10%
Student Council	2.5%
NHS	1%
Yearbook	3%
6 Advisor	1.25%
7 Advisor	1.25%
8/9/10 Advisor	1.5%
11/12 Advisor	3.5%
MS Student Council	1.5%
Web Page Coordinator	3%
News Letter Coordinator	1%
Annual Report	3%
Outdoor Camp	\$75/night
per person (max. 2 teachers)	

ARTICLE VIII TEACHER EVALUATION

PHILOSOPHY: Every person has the potential for further professional growth and development. The function of this evaluation process is to improve the quality of instruction, to facilitate the learning process and have a positive impact on student achievement.

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.
6. The ultimate goal of this evaluation process is to improve instructional delivery for a positive impact on student achievement.

Section B. Process Guidelines

1. The evaluation process will begin with a classroom observation or 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. Pre-evaluation Conference - Each teacher may meet with an administrator to discuss the evaluation process individually. This time can be used to discuss goals, problems or any other area of interest or concern.
3. A teacher may attach a response to the evaluation.
4. Classroom observations will be either formal or informal depending on need as determined by the administration.
5. 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.
6. Satisfactory evaluations will be complete after the conference.
7. Unsatisfactory evaluations will require the development of an individualized development plan (IDP). 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.
8. The failure to attain the goals of an IDP will require the development of an intensive individual development plan (IIDP) 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 recommended goals.

The following are the major areas addressed in the evaluation plan:

- Learning environment
- Planning and organization
- Lesson presentation
- Evaluation
- Communication skills
- Professional growth and responsibilities

LEARNING ENVIRONMENT

1. USE OF POSITIVE AND APPROPRIATE METHODS TO ACKNOWLEDGE EFFORT AND SUCCESS

Teacher provides a positive environment that enables students to find something good about themselves and their school environment, intrinsic and or extrinsic reinforcement, social (such as teacher praise), and activity rewards are in place to meet the students' needs for approval of effort and success.

2. CLASSROOM ATMOSPHERE

Teacher projects a sense of caring. Teacher creates an atmosphere that fosters a sense of belonging where individual needs are met and students are given a chance to be successful.

3. STUDENT INTEREST LEVEL

Students participate in the classroom activities by participating in class discussions, working on assignments, answering questions. Students are able to ask questions for understanding, confusion or opposition without feeling threatened.

4. LEVEL OF RESPECT

A positive social-emotional climate is present where warmth, acceptance, personal interest, courtesy, use of proper language is present throughout the classroom. Teacher acts as a role model.

5. BEHAVIORAL EXPECTATIONS/CONSEQUENCES

Teacher uses positive reinforcements to motivate students toward desired goals and acceptable behavior. Limits for acceptable behavior in the classroom is evident. Consequences of student choices of disruptive behavior are emphasized. Negative reinforcement is both reasonable and workable.

6. CLASSROOM APPEARANCE

Environment is learner-friendly. Student work is displayed. Bulletin boards and other materials have teaching value. Conscientious about safety and order.

PLANNING AND ORGANIZATION

1. ACADEMIC EXPECTATIONS

Classroom and individual goals are set. Teacher expects success from all students, regardless of ability levels. Teacher keeps students challenged.

2. PREPARATION/MATERIALS

Materials for instruction are readily available and a variety of teaching materials is utilized to vary instructional practices.

3. **LEARNING OPPORTUNITIES/STYLES**
Uses a variety of instructional methods to match different learning styles..
4. **MODIFICATIONS FOR SPECIAL NEEDS STUDENTS**
Individual student's needs, style of learning, and levels of instruction are recognized and addressed. (All students with special needs do not require special education, e.g. have an IEP, 504 plan, or gifted education)
5. **APPROPRIATE CURRICULUM**
Lessons taught are directly related to the school curriculum and grade level content expectations.

LESSON PRESENTATION

1. **UTILIZES THE FOLLOWING STEPS OF EFFECTIVE INSTRUCTION:**
 - Establishes a participatory set to focus learner's attention on the lesson.
 - Gives clear oral and written directions.
 - Uses relevant examples and demonstrations to illustrate concepts and skills.
 - Interacts with students during lesson.
 - Asks clear questions, gives ample time to respond.
 - Holds students accountable for their academic work.
 - Connects current learning to previous learning, if applicable.
 - Provides closure in a way that allows learners to review and summarize learning.
 - Provides meaningful assignments that can be successfully completed in a timely manner.
2. **GUIDED AND INDEPENDENT INSTRUCTION**
Initial practice directed and monitored by teacher; should be short, intense, meaningful; practicing without direction or assistance after adequate guided practice; homework used as an independent learning activity.
3. **VARIES INSTRUCTIONAL TECHNIQUES**
Teacher utilizes a variety of teaching techniques such as; individual, small group, whole group, cooperative learning, etc. Teacher uses media/technology to enhance instruction.
4. **MONITORING AND ADJUSTING INSTRUCTION**
Teacher will monitor student progress and learning and adjust instruction to improve student achievement.
5. **ENTHUSIASM AND INTEREST IN LESSON**
Teacher uses innovative ideas and displays creativity in the instructional process. Teacher shows enthusiasm when teaching. Shows understanding of how to make learning process come alive for students.

EVALUATION

1. **USES A VARIETY OF ASSESSMENT METHODS**
Employ a variety of assessment, rather than just traditional paper and pencil assessments.
2. **MEASURES STUDENT PROGRESS ACCURATELY**
Assesses students regularly to collect enough data for valid judgement of student performance level.
3. **USES EVALUATION DATA TO MONITOR AND ADJUST PRESENTATIONS, ASSIGNMENTS, AND MEET SPECIAL NEEDS**
Planning reflects that the students' level of understanding is checked and subsequent activities are based on that understanding.
4. **STUDENT RECORDS (GRADES, ATTENDANCE, ETC.)**
Grading system is clearly defined and consistent. Record keeping tools are maintained accurately and kept up-to-date.

COMMUNICATION SKILLS

1. **COMMUNICATES IN AN EFFECTIVE, PROFESSIONAL MANNER**
Exchanges information and/or opinions in a non-threatening way.
2. **WORKS COOPERATIVELY**
Demonstrates cooperative attitude with peers, parents, students, and school personnel. Demonstrates a willingness to listen and work with others.
3. **ESTABLISHES A POSITIVE RAPPORT AND MAINTAINS APPROPRIATE, PROFESSIONAL RELATIONSHIPS WITH STUDENTS**
Fosters a positive social-emotional climate with both students and staff where warmth, acceptance, personal interest, courtesy and proper language are present.
4. **INITIATES WRITTEN AND/OR ORAL COMMUNICATION WITH PARENTS REGARDING STUDENT PROGRESS AND/OR BEHAVIOR**
Teacher is responsible for keeping parents informed of student progress and behavior issues.
5. **RESPECTS THE CONFIDENTIAL NATURE OF MATTERS RELATING TO STUDENTS, PARENTS, AND SCHOOL PERSONNEL.** Uses discretion in remarks about students, parents, school personnel and school matters. Teachers shall keep information confidential that has been obtained in the course of professional service, unless the disclosure serves professional purposes or is required by law.

PROFESSIONAL GROWTH AND RESPONSIBILITIES

1. **KNOWLEDGEABLE IN SUBJECT MATTER**
Teacher exhibits a competent level of knowledge of subject matter and skillfully utilizes resources to meet the needs of varied student interests and abilities. Demonstrates an awareness of relevant research.
2. **ACKNOWLEDGES RECOMMENDATIONS**
Teacher responds appropriately to recommendations given by the district or building administrator. Suggested recommendations are successfully incorporated and implemented.
3. **COMPLETES DUTIES AND ASSIGNMENTS IN AN APPROPRIATE AND TIMELY MANNER (e.g., TO SCHOOL, CLASS, MEETINGS, AND OTHER DUTIES)**
Performs duties and completes assigned tasks on schedule (e.g., to work on time, in class when class starts, attends meetings, handles assigned duties and scheduled activities).
4. **CONTRIBUTES TO A POSITIVE SCHOOL CLIMATE**
Teacher is a positive role model for students. Works cooperatively with students, administrators, support staff, community members, parents and teachers. Exhibits a positive attitude and refrains from non-constructive discussion of students, parents, colleagues, and the school district in general.

Section C.

1. The Board agrees that all personnel file materials shall not be shown to or released to third parties absent written consent of the employee or as required by law. The Board further agrees that, in the event a request is made by a third party for any such materials, the Board shall promptly notify the employee and the Association, and agrees that it shall assert on behalf of the employee all applicable Freedom of Information Act exceptions.
2. If the Board receives a Freedom of Information Act request for material contained in any employee's personnel file, the Board will immediately notify the employee and the Association of the receipt of the request. The employee and Association representatives will meet with the Board's designee(s) to review the Board's proposed response to the request. In order to allow the employee and Association to seek legal relief, the Board will delay granting the request to the extent permitted by law (ordinarily five business days after receipt of the third parties written request for information). Consideration shall be given to the employee's privacy interests and all available Freedom of Information Act exemptions to compelled disclosure.

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 tiebreaker 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, except for necessary maternity/child birth/recovery leave, whether such leave is paid or unpaid. (Note: Prospective only, commencing September 1, 1997.)

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 re-employ 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
EMPLOYEE PURCHASE OR RE-PAYMENT
OF RETIREMENT SERVICE CREDIT

A. The Internal Revenue Service (IRS) and the Michigan Public School Employees Retirement System (MPSERS) permits employees, through pre-tax payroll deduction procedures, to: (1) Re-deposit contributions previously withdrawn by the MPSERS member (plus interest) and, when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) Purchase permissive service credit (such as Universal Buy-In credit, maternity/paternity/child care, non-public school teaching, military active duty, and sabbatical leave of absence). FICA taxes are, however, due on these pre-tax employee payroll deductions.

B. To permit employee pre-tax payroll deductions for the purposes described in Section A, above, the Board shall adopt the payroll resolution attached to this Agreement as Appendix E and implement the salary reduction (payroll authorization) attached to this Agreement as Appendix F on behalf of any employee wishing to purchase additional MPSERS service credit or repay service credit previously withdrawn (plus interest) by the employee.

C. Employees wishing to purchase additional MPSERS service credit or to repay retirement contributions previously withdrawn (plus Interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of Appendix F.

D. It is expressly understood that employees do not have the option of choosing to receive the authorized amounts deducted for the above-referenced purpose(s) directly, in lieu of having them transmitted to MPSERS by the Board.

E. This Article will be implemented in the month following notification from MPSERS to the Board that MPSERS' program for receiving and processing these routine payroll deduction contributions is operational.

ARTICLE XIII - 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, 2008 through June 30, 2011.
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

Deerfield Board of Education

DEA/MEA Negotiator

President

Negotiating Committee

Vice President

Negotiating Committee

Secretary

Negotiating Committee

Treasurer

Negotiating Committee

Trustee

Trustee

Trustee

Signature

Date: _____

Appendix A

TEACHER PERFORMANCE EVALUATION FORM

PHILOSOPHY: Every person has the potential for further professional growth and development. The function of this evaluation process is to improve the quality of instruction, to facilitate the learning process and have a positive impact on student achievement.

Teacher: _____ Date: _____

Class/Grade: _____

For each criterion, ratings will be:

(1) Exceeds Standards– Performance is consistently high in meeting performance criteria by providing excellent opportunities for student success through instructional strategies that confirm the teacher’s expertise and the ability to reach all students.

(2) Meets Standards – Performance is consistently accurate in meeting performance criteria demonstrated by meeting established standards and instructional practices in reaching all students.

(3) Needs Improvement – Performance does not meet standards and instructional practices in reaching all students.

(NA) Not Applicable – Does not apply/ not observed.

LEARNING ENVIRONMENT

- _____ 1. Uses positive methods to acknowledge student effort and success.
- _____ 2. Classroom environment is warm, caring and non-threatening.
- _____ 3. Students are actively involved in classroom activities.
- _____ 4. There is mutual respect between student and teacher. Teacher is role model.
- _____ 5. Behavioral expectations and consequences are clear and consistent.
- _____ 6. Classroom appearance contributes to a positive learning environment.

LEARNING ENVIRONMENT COMMENTS:

PLANNING AND ORGANIZATION

- _____ 1. Teacher expects success from all students. Students are challenged.
- _____ 2. Instructional materials are readily available. A variety of materials are utilized to vary instructional practices.
- _____ 3. Teacher uses a variety of instructional methods to match different learning styles.
- _____ 4. Modifications in instruction and curriculum are made for students with special needs.
- _____ 5. Lessons are related to the curriculum and grade level content expectations.

PLANNING AND ORGANIZATION COMMENTS:**LESSON PRESENTATION**

- _____ 1. Teacher utilizes effective instruction techniques that engage students; gives clear examples; directions are clear; students are held accountable; connects current learning with previous learning; allows time to review and summarize; assignments are meaningful and relevant to instruction.
- _____ 2. Guided practice is used to make sure there is understanding of concepts taught.
- _____ 3. Teacher uses a variety of teaching techniques (individual, small group, whole group, cooperative learning, etc.)
- _____ 4. Teacher monitors student progress and adjusts instruction to improve student achievement.
- _____ 5. Teacher shows enthusiasm for teaching. Uses innovative ideas and creativity in the instructional process.

LESSON PRESENTATION COMMENTS:**EVALUATION**

- _____ 1. Teacher uses a variety of assessment methods.
- _____ 2. Students are assessed regularly to provide a valid judgement of student progress and performance level.
- _____ 3. Uses data to monitor and adjust presentations, assignments and meet special needs of students.
- _____ 4. Student records are consistently accurate and up-to-date.

EVALUATION COMMENTS:

COMMUNICATION SKILLS

- _____ 1. Communicates in an effective, professional manner.
- _____ 2. Demonstrates cooperative attitude in working with students, parents, and peers.
- _____ 3. Establishes a positive rapport with students. Maintains appropriate, professional relationships.
- _____ 4. Teacher keeps parents informed of student progress and behavior issues.
- _____ 5. Respects the confidential nature of matters relating to students, parents and school personnel.

COMMUNICATION SKILLS COMMENTS:

PROFESSIONAL GROWTH AND RESPONSIBILITIES

- _____ 1. Teacher exhibits a competent level of knowledge of subject matter. Teacher keeps current on research in their field.
- _____ 2. Teacher responds appropriately to recommendations by administrators.
- _____ 3. Teacher completes duties and assignments in appropriate and timely manner.
- _____ 4. Teacher contributes to a positive school climate.

PROFESSIONAL GROWTH AND RESPONSIBILITIES COMMENTS:

TEACHER EVALUATION SUMMARY AND RECOMMENDATION

Date: _____

Time: _____

Person(s) in Attendance: _____

Conference Summary

Major Points Discussed: _____

Evaluation is: ___ Satisfactory ___ Unsatisfactory

Administrative Recommendation

Probationary Teacher (Check One)

___ 2nd Year Probation ___ Tenure

___ 3rd Year Probation

___ 4th Year Probation ___ Nonrenewal

Tenured Teacher (Check One)

___ Continued Employment

___ Step 1-Individualized

Development Plan

___ Step 2-Intensive Individualized

Development Plan

___ Nonrenewal

Basis for Recommendation: _____

Teacher's Signature

Date: _____

Administrative Signature

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 provision 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 Intent to Arbitrate Submitted _____

APPENDIX C**MISCELLANEOUS****CLASS ADVISORSHIP**

1. Class advisors will be responsible for coordinating all Homecoming activities for their class representatives and the forms and fees required by Student Council. During float building, an advisor will be expected to be at float building sessions. In the event an advisor can not be present, due to prior commitments or conflicts, they will be responsible to have adequate adult supervision as required and inform the class and hosting family who is scheduled to be there as chaperons and which one(2) will be in charge. If they can not find adequate supervision, they should cancel float building for that night.
2. Will be responsible for all monies (class dues, and raffles). Responsibility will include collecting the money; giving the individual a receipt for the money; and turning into the office in the appropriate envelope and monies collected as soon after as is reasonable in the advisor's schedule. The monies are to be handed to Mr. Andries to be put in the collection box in the office. No money is to be left in your room.
3. Orient Officers to their responsibilities with special attention to the president and treasurer. All officers should participate fully within their roles and recognize that all decisions are subject to the approval of the advisor.
4. Will teach students parliamentary procedure to include conducting a class meeting.
5. Be aware of all items ordered, received, and paid for. All items must have a completed purchased requisition form and a signed purchase order prior to being ordered.
6. Follow correct procedures for requesting rooms and equipment for meetings and special events. Building and Equipment Use forms are in the office. Be sure that these are filed with sufficient time to allow for other events in the building.
7. Cooperate with Student Council procedures for planning activities.
8. Carefully check plans for any event to be sure that all necessary preparations have been made. After an event the area used should be left as clean as it was before the event.
9. If the kitchen is to be used, all orders should be placed two weeks in advance and in cooperation with the head cook, Principal and Superintendent.
10. Will chaperone the dance that is sponsored by their class and also help to get parents for chaperones.
11. Will make all entries, debits and credits in the class treasury book. Will check with Mrs. Andries monthly (preferably at the end of the month) to ascertain that balances check out.
12. Be sure that all meetings have a purpose and are well publicized. (All meetings during or after school hours must be approved by the Building Principal.)
13. Be sure that all student participating in an after-school event are properly supervised, have arranged for transportation home, and have left the building or event before the advisor leaves.
14. Advisors should recognize some of the problems in scheduling Saturday activities, since there is not custodial staff available and adequate clean-up of the areas used (including toilets) is essential as well as

maintaining proper security of the building. If clean-up is not adequate we will need to bring a custodian in on Sunday, and the group will be charged double time for proper clean-up, in order to have the building ready for school on Monday morning.

15. A Class Advisor who is found negligent of these duties will be given a written warning by the Principal stating the violation(s) and be placed on a probationary status. A second offense will result in the advisorship being terminated and the pay for the advisorship being pro-rated to the amount of time they were an advisor.

16. Any actions regarding an advisor's termination will not be included or used in their teacher evaluation.

In the final analysis, the advisor is responsible for the group. He/She must keep the Principal informed of all activities.

BAND DIRECTOR DESCRIPTION:

1. ALL Home football games.
2. Homecoming Parade (also currently Britton Homecoming Parade as long as football teams are playing together).
3. Elementary Winter Concert/Program (December).
4. Band/Choir Winter Concert (December).
5. High School Band MSBOA District Festival (plus required work requirements).
6. 7th/8th Band MSBOA District Festival (plus required work requirements).
7. High School Band MSBOA Solo/Ensemble Festival.
8. 7th/8th Band MSBOA Solo/Ensemble Festival.
9. Choral or Musical Production (i.e. Dinner Theater).
10. Spring Elementary Concert/Program.
11. Spring Band/Choir Concert.
12. Memorial Day Parade/Festivities.
13. County Marching Band Festival (1st Tuesday in October).
14. And all State Festivals for band and/or Solo and Ensemble (if there are students who qualify).
15. Commencement.

APPENDIX D

PAYROLL RESOLUTION

(Pursuant to Article XIII of the Master Agreement)

WHEREAS Internal Revenue Code (IRC) Section 414(h)(2) permits employer “pick-up” of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, members may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit.

NOW THEREFORE BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS;

BE IT FURTHER RESOLVED that additional amounts herein specified, through payroll deduction from salary, are designed as being picked up by the employer and paid by the employer in accordance with MPSERS retirement plan requirements.

This resolution shall have an effective date of _____.

REPORTING UNIT NAME: DEERFIELD PUBLIC SCHOOL

REPORTING UNIT NUMBER: 02329

Approved by Governing Board (school board)

DATE: _____

Secretary of the Governing Board (school board)

SIGNATURE _____ DATE _____

APPENDIX E
Election of Retirement and Universal Service Credit benefits under ArticleXII
ADDITIONAL RETIREMENT CONTRIBUTIONS
PAYROLL AUTHORIZATION

A Michigan Public School Employees Retirement System (MPSERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deduction through payroll.

I understand that my employer has adopted a resolution under the “pick-up” tax deferral provisions of Internal Revenue Code (RC) Section 414(h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The employer resolution (and this agreement) shall take effect _____.

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414(h)(2) and my employer’s resolution.

1. Deductions are to be made from my salary, for a total of _____ months in the amounts of \$_____ per month with a final payment of \$_____.
2. These are additional retirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPSERS will only accept payment from my employer for the designated service and not directly from me.
4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until: 1) payroll payments are completed, or b) termination of employment.

REPORTING UNIT NAME DEERFIELD PUBLIC SCHOOLS NUMBER 02329

I irrevocably authorize the above payroll deductions under the conditions specified in my employer’s resolution and this authorization.

EMPLOYEE NAME _____
 EMPLOYEE SOCIAL SECURITY NUMBER _____

EMPLOYEE SIGNATURE _____ DATE _____

CALENDAR

2008 – 2009

175 student days

178 teacher days

Aug. 27, 28	teacher in-service
Sept. 2	first student day
Nov. 27, 29	Thanksgiving break
Dec. 20 – Jan. 2	Christmas break
Jan. 19	teacher in-service
Feb. 20	mid-winter break
April 6 – 10	Spring break
May 25	Memorial Day
June 1	last day

2009 – 2010

175 student days

178 teacher days

Sept. 1, 2	teacher in-service
Sept. 8	first student day
Nov. 26, 37	Thanksgiving break
Dec. 23 – Jan. 1	Christmas Break
Jan. 18	teacher in-service
Feb. 15	Presidents Day
April 2 – April 9	Spring break
May 31	Memorial Day
June 4	last day

2010 – 2011

175 student days

178 teacher days

Sept. 1, 2	teacher in-service
Sept. 7	first student day
Nov. 25, 26	Thanksgiving break
Dec. 23 – Jan. 3	Christmas break
Jan. 17	teacher in-service
Feb. 21	Presidents Day
April 4 – 8	Spring break
May 30	Memorial Day
June 2	last day