

2009 - 2011

MASTER AGREEMENT

BETWEEN THE

**MENDON COMMUNITY
SCHOOLS**

AND THE

**SOUTHWESTERN
MICHIGAN EDUCATION
ASSOCIATION**

July 1, 2009 – June 30, 2011

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ARTICLE I

EMPLOYER/ASSOCIATION RELATIONSHIP

- A. **Recognition** The Board, pursuant to the certification of the Michigan Employment Relations Commission, dated June 18, 1976, recognizes the Southwestern Michigan Education Association, SMEA, as the exclusive representative of all the employees in the bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- B. **Bargaining Unit** The local bargaining unit shall be certified by the Michigan Employment Relations Commission, namely: All contracted certified personnel employed by the Board of Education of the Mendon Community Schools. Excluding Superintendent, principals, assistant principals, substitute teachers working on a day-to-day basis, community education faculty, business manager, director of vocational education and supervisors within the meaning of this act.
- C. **Limitations** The purpose for which recognition is granted and the definition of the bargaining unit shall in all particulars conform to the certification of the Michigan Employment Relations Commission and the provisions of applicable law.
- D. **Association Representatives** The Southwestern Michigan Education Association shall notify the Board in writing of the names of those officers in the local bargaining unit who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice. SMEA representatives shall not be compensated by the Board for the discharge of their duties.

SMEA hereby appoints the officers of the Mendon Education Association to administer all the terms of this Agreement, including the processing of grievances.

- E. **Negotiations** Between April 1 and April 15, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year, unless otherwise by mutual agreement.
- F. **Definitions** Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:
1. **“Association”** means the Mendon Education Association, an affiliate of the recognized bargaining agenda, SMEA
 2. **“Day”** means a day when schools are open and teachers are scheduled to report for duty, except that during the summer recess, day means a regular business day excluding holidays and weekends.
 3. **“Teacher”** means a member of the bargaining unit.
 4. **“Full-time Teacher”** means a teacher employed under a written contract for a full work year, work week or work day.
 5. **“Part-time Teacher”** means a teacher regularly employed under a written contract for less than a full work year, work week or work day. The compensation and fringe benefits of a part-time teacher shall be proportionately reduced.

6. A “**Temporary Teacher**” is a teacher employed on a limited time basis to replace a teacher who is on leave.

G. Interpretation. For purposes of this Agreement:

1. **Captions** are included only for convenience of reference and shall not modify in any way the provisions herein.
2. **Paid Leave Computation.** For purposes of computing leave time pursuant to Article 7, Section A, seven (7) hours shall comprise a regular workday. Deductions from accumulated paid leave time shall be made in increments of an hour.

ARTICLE 2

ASSOCIATION AND TEACHER RIGHTS

- A.** Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certified teacher employee of the Board (except those exclusions enumerated in Article I; Paragraph B) shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms of conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.
- B.** Nothing contained herein shall be construed so as to deny or to restrict any rights under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to the aforementioned laws and regulations.
- C.** The Association and its representatives have the right to use school buildings for meetings when it does not interfere with or interrupt normal school operations. The Principal of the building to be used shall designate location of meetings within the buildings.
- D.** The Association has the right to use school equipment on school property, provided that this shall not interfere with or interrupt normal school operations. The Association agrees to pay for the cost of all materials and supplies used.
- E.** The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, located in teachers' lounges, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mailboxes of Association members for communications to teachers. The Association will post nothing of slanderous or defamatory nature.
- F.** The Board agrees to furnish to the Association all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of the Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students. The Association agrees to make an appointment to look at financial information with the Superintendent or his/her designee.
- G.** Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

H. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, color, religion, national origin, age, sex, marital status.

I. Association Dues and Service Fees.

- 1. Association Membership.** Membership in the Association is not compulsory. Teachers have the right to join or not join, and to maintain or drop their membership in the Association. Neither party shall exert any pressure on nor discriminate against any teacher by reason of his/her joining or refusing to join the Association.
- 2. Financial Responsibility.** Membership in the Association is separate and distinct from the assumption by a teacher of his/her equal obligation to compensate the Association for the benefits received from representation. The Association is required under this Agreement to represent all of the teachers in the bargaining unit fairly and equally without regard as to whether or not any teacher is a member of the Association. The terms of this Agreement have been equally made for all of the teachers in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each teacher in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.
- 3. Service Fee.** Except as hereinafter provided, each teacher who is not a good standing member of the Association or who does not make application for membership within thirty (30) days after the beginning of the school year shall, as a condition of employment, pay a service fee, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall be equivalent to each teacher's proportionate share of the cost of negotiating and administering the collective bargaining agreement, including employee representation, which share shall, for the purpose of this provision, be deemed to be not more than the regular monthly Association membership dues uniformly required of teachers who are members. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful or does not fairly represent the proportionate share of the cost of negotiating and administering the collective bargaining agreement, the amount shall be modified to such amount as shall be lawful or proportionate.

The Association shall certify in writing to the Business Manager, not later than September 1 annually, the authorized amount to be deducted annually from each teacher's pay.

- 4. Employee Authorization.** Each teacher may sign and deliver to the Employer an assignment authorizing the deduction of Association dues or a service fee, as the case may be. Such authorization shall continue in effect from year to year unless revoked in writing by the employee between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the first regular salary check each month for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.
- 5. Board Responsibility.** The Board shall deduct the dues or service fee from each teacher's pay and transmit the total deductions to the Association Treasurer within fifteen (15) days following deduction, together with a listing of each teacher for whom deductions were made, except that the Board shall be required to make deductions authorized by a teacher during any pay period such teacher did not provide services to the Board unless such teacher was on

paid leave of absence or requiring sick leave benefits authorized by this Agreement. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such errors. In the event of overpayment, the Association agrees to refund such monies forthwith.

6. **Limitations.** If a teacher fails to pay the Association dues or service fee directly to the Association, or to authorize payment through payroll deductions as provided in subsection 4 the Association may request the Board, pursuant to M.C.L.A. 408-477, M.S.A. 17.277 (7), to deduct the service fee from the teacher's wages and remit the same directly to the Association. Service fee payroll deductions made pursuant to the provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Service fees so deducted shall be remitted to the Local Association no later than fifteen (15) days following the deductions.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (DECEMBER, JANUARY, OR FEBRUARY). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the service fee by non-members shall be activated thirty days following the Association's notification to non-members of the fee for that given school year.

7. **Application and Indemnification.** The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association, by the execution of this provision, expressly agrees to indemnify and save the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of this Section, including, but not limited to, a claim by a teacher that the service fee, as herein established, is not equivalent to each teacher's proportionate share of the cost of negotiating and administering the collective bargaining agreement, including employee representation.

ARTICLE 3

BOARD OF EDUCATION RIGHTS

The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

- A.** To the executive management and administrative control of the school system and its properties and facilities, and the work activities of its employees;
- B.** To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
- C.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 4

WORKDAY, WORK YEAR, AND CLASS LOAD

A. Workday.

1. Teachers shall be on duty as assigned by the building principal during the established workday. When teachers are unable to report to school at the scheduled times because of illness or emergency, they will notify **AESOP** so that a substitute may be contacted. When this notification is made later than the designated time, and the district incurs an expense, that expense shall be deducted from the salary of the teacher involved.
2. The teacher workday shall begin **ten (10) minutes prior to the student instructional day (defined by the time students are to report to their first class of the day), and five (5) minutes after the student instructional day ends (defined by the final bell, which dismisses students for the day).**
3. **If a teacher has a conference with a parent, the teacher shall provide a sufficient period of time to consult with the parents. If a parent requests the administration to arrange for a conference between the parent and a teacher, the administration may tentatively schedule an appointment during the teacher's conference period subject to confirmation of the date and time in advance of the scheduled conference with the teacher.**
4. **Teachers who are provided a conference or planning period are expected to use that time to prepare and evaluate programs and lessons and be available to aid students and confer with colleagues, or as otherwise provided (paragraph 6 above). Teachers should be in building unless the principal's office is notified.**

B. Work Year

1. The teacher work year for **2009-2010 and 2010-2011** will consist of **not more than 175** work days.
2. The annual school calendar reflecting these workdays will be negotiated and included as a part of this agreement.
3. The work year for the Guidance Counselor will include an additional ten (10) work days at the beginning of the work year and an additional ten (10) work days at the end of the work year. These additional work days to be paid at the counselor's per diem rate.

C. Workload

The parties agree that instructional hours will be automatically increased when **necessary** to meet state requirements. Adjustment(s) in the instructional schedule necessary to meet the required level of total instructional hours must be made in **agreement** with the Association **and Employer.**

1. The weekly teaching load should reflect 30 teaching periods at the middle school and high school level. Academic Center is not included in the teaching load and may be assigned.

2. The school year teaching load shall be **at least** 1098 instructional hours, **or the minimum of instructional days as required by law**. The instructional hours for the subsequent years of this agreement shall be determined as stated above in paragraph C.
3. Each teacher in the middle and high school will have one **(1) prep per day, for a total of five (5) unassigned preparation periods per week**. The Administration reserves the right to assign teachers to duties during their preparation periods when teachers are taken from their class because of illness or an emergency.
4. Lunchroom supervision will not be required duty for secondary teachers.
5. All full time certified Elementary staff will be given a **duty-free** lunch and regular preparation time **per day** of at least 45 minutes unassigned from other duties. Elementary teachers may use for unassigned preparation all time during which their classes are receiving instruction from various teaching specialist or their students are on recess.
6. **All full time certified High School/Middle School teachers shall have a duty-free lunch period of not less than twenty-nine (29) minutes per work day.**
7. Preparation periods are lost to the teacher when the schedule has been changed due to **activities such as** student assemblies, field trips, **and pep assemblies**. **If teacher(s) supervision is needed during preparation periods for such things as MEAP, or other State tests, the Administration and the Association shall collaboratively agree to make changes that are mutually acceptable to the teachers involved.**

D. Staff Meetings.

1. It is mandatory that each teacher attend professional staff meetings scheduled during the course of a regular school day as called by the Administration.
2. The faculty shall be notified 24 hours in advance of all professional staff meetings. Emergency professional staff meetings may be called without 24 hours notice when deemed necessary.
3. With respect to professional staff meetings, emergency meetings or, professional development scheduled after the close of the regular school day, such meetings may be scheduled at the discretion of the elementary and high school principals on Wednesdays. The aggregate amount of time to be set aside shall not normally exceed one and a half (1.5) clock hours per month, except as staff members may otherwise mutually agree.

E. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practical for every boy and girl in the school district. This includes: **1) Careful daily preparation. 2) Attendance at professional staff meetings. 3) Participation in activities of the school such as: a) Open House; b) Parent-Teacher Conferences; c) Meetings; d) Science Fair; e) Public performances of children in plays, concerts, athletic activities, or other extra-curricular activities, and 4) Participation, on a rotating basis, on a curriculum development committee.**

F. Teachers of Special Education and Special Services shall be provided with conference and preparation time to the same extent as other teachers at the same level of instruction.

G. When regular specialists or substitute teachers are not available and a teacher teaches the students, or substitutes for another teacher, during their regular unassigned preparation period, that teacher shall receive thirty (\$30) dollars for a regular period..

H. If a teacher is contracted to teach more than the normal teaching load as set forth in this Article, then the teachers increase may be negotiated appropriately.

The teacher has the right to refuse a teaching assignment greater than the normal teaching load as set forth in this Article.

I. In the event that an individual teacher feels a particular class load is too great, the following procedure may be used:

1. Have a conference with the principal.
2. If a solution to the problem is not worked out to the satisfaction of both parties at the first level, a meeting shall be set with the superintendent, principal, teacher, and association representative if requested by the teacher, to discuss the situation and determine a course of action.
3. The course of action determined at the second level shall be put in writing and copy given to the individual teacher.

J. The Board further recognizes that counselors shall have the flexibility to their schedules, with the approval of the principal, to permit their taking part in activities outside the school building which are in the interest of the student. These activities shall include, but are not necessarily limited to, liaison activities with community and social agencies as part of the referral process, vocational/education guidance workshops, parental contact, and job and educational placement activities.

K. Curricular Meetings. During a year in which a teacher is engaged in curriculum development work the teacher may be expected to meet for up to two (2) hours per month after the close of the regular school day at the rate of \$20 per hour.

ARTICLE 5

TEACHING CONDITIONS

A. **Class Size.** The Board recognizes that the pupil-teacher ratio is an important aspect of the education program. The Board agrees that class size will be set and maintained consistent with the following:

1. **Elementary.** Each spring the teachers at each grade level, in cooperation with the building principal, will make the initial assignment of students for the ensuing school year. The goal of this process shall be to best meet the instructional needs of the students while attempting to maintain balanced class sizes. It is understood that the building principal will have to make assignments, consistent with the previously stated goal, for students enrolling during the summer months.

Split grade class sizes will in general be smaller than single grade level classes.

2. **Secondary.** Class sizes shall not exceed the number of workstations for classes, nor will class size exceed a number which would prevent students' reasonable access to instructional equipment.
3. When an individual teacher feels that his/her class size and or load has become excessive, he/she may request that the principal call a meeting of the appropriate teachers (e.g. grade level, Special Education, Chapter, Department, Association Representative and the Counselor).

If the principal feels that the concern is legitimate, he/she may take steps to alleviate the problem, or call for the aforementioned meeting.

If the meeting does not produce a satisfactory remedy, the teacher may bring the concern to the attention of the superintendent and the Association President or designee.

- B. The Board will ask for recommendations from the Curriculum Committee.
- C. The Board shall make available restroom and lavatory facilities for the teachers. Each school shall have one room that shall be used by the faculty for a lounge.
- D. The Board shall provide suitable closet space for each teacher to store coats, **boots**, and personal articles.
- E. When situations arise where temperatures in classrooms fall below sixty (60) degrees, every effort will be made to bring the room temperatures up to 68 degrees within two hours from the time reported. If temperatures remain below sixty (60) degrees over two hours, teachers shall not be required to work in those areas.
- F. **Teachers shall not be required to change diapers, blood suctioning, dispensing of medications, administering shots, catheterization, etc. This is not solely limited to the above listed procedures.**

ARTICLE 6

VACANCIES, TRANSFERS AND ASSIGNMENTS

A. Vacancies

1. **Definition:** A vacancy in the bargaining unit shall exist when:
 - a. A new job is created;
 - b. A teacher retires, dies or quits;
 - c. A teacher is discharged for just cause; or
 - d. A teacher transfers to another position.
2. **Internal Posting:** All vacancies, including Schedule B positions, shall first be posted in each building for a minimum of five (5) working days, except in the summer months, when such postings will be for ten (10) days. **If a bargaining unit member has been reduced in hours or is on layoff status, the Employer shall fill the vacant assignment (regardless of when the vacancy occurs) subject to the recall process outlined in the Master Agreement.**
3. **Application:** A teacher, who wishes to apply for a posted vacancy, shall apply in writing during the posting period. Applications for internal postings shall not be open to temporary employees; they would need to wait until an external posting is made to apply.
4. **Filling Vacancies:** A vacancy shall be filled with the most senior applicant in terms of service within the District, who is certified and qualified for the position for the purposes of this Article “qualified” shall mean that the teacher:
 - a. **Meets the certification and highly qualified requirements as defined by state and federal mandates and**
 - b. has received satisfactory performance evaluations.
5. **External Applicants:** If there are no internal certified and qualified applicants for a vacancy, the Board may fill the position with an external applicant. Modifications in description of position and/or requirements for the position will require internal re-posting.
6. **Mid-year Vacancies:** The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time, the position will be considered vacant.
7. **Summer Vacancies:** Bargaining Unit members shall be notified by US Mail, or by paycheck enclosure, of any vacancy that occurs during the summer months.
8. **When a position is eliminated due to enrollment:**
 - a. It is not considered an involuntary transfer;

- b. Vacancy language will apply;
- c. If the position is not available for the subsequent 3 years the teacher loses rights to the position except through the vacancy process.
- d. This agreement does not supersede any agreements made prior to the 2003-2004 school year.

B. Schedules. Subject to the provision of Article 12, all teachers shall be given written notice of their teaching schedules for the forthcoming year no later than July 10 (Does not include Schedule B assignments). In the event of changes of such schedules are proposed, all teachers affected shall be notified and consulted promptly. No changes in teachers' schedules shall be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.

C. Involuntary Transfers. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. Prior to making an involuntary transfer the superintendent shall notify the affected teacher(s) and notify in writing the Association President of:

1. the reasons for such transfer;
2. the duration of the transfer; and
3. the conditions for return to their former position

If the teacher(s) objects to such transfers for the reasons given, the dispute may be resolved through professional grievance.

D. Other Assignments. Except as provided hereafter, any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, summer school courses, and extra duties enumerated in the extra-duty section of Schedule B shall not be obligatory, but shall be with the consent of the teacher and the approval of the principal or when appropriate; the Athletic Director. Preference in making such assignments will be given to qualified teachers regularly employed by the district; however, faculty members are expected to assume a fair share of these responsibilities so that such assignments are filled by the fourth Friday except winter and spring extracurricular coaches and supervisors.

In this connection, during a two-week period at the beginning of each school year, a teacher may elect to sign up as a sponsor for one of the following groups:

Class Sponsors; Grades 6-12; National Honor Society; and Student Senate

If, at the end of the sign-up period, a group sponsors for the longest period, provided, however, that a teacher will not normally be assigned a sponsorship where the group in question does not include at least some students who are assigned to the teacher's classes. For example, a junior high teacher will not normally be assigned as 12th grade sponsor.

1. Teachers who have not served as group sponsors within the past two (2) years will comprise the pool of possible candidates.

2. Selection(s) will be made from among those who have not served as group sponsors for the longest period, provided, however, that a teacher will not normally be assigned a sponsorship where the group in question does not include at least some students who are assigned to the teacher's classes. For example, a junior high teacher will not normally be assigned as 12th grade sponsor.
3. The Administration agrees to distribute such assignments, if required, as equitably as possible.

E. Inter-District Teacher Exchange Program

1. Decisions regarding any inter-district teacher exchange program(s) shall be initiated and processed utilizing the Board Governance/Communications Model.
2. Exchange programs shall only be initiated for the purpose of enhancing course offerings available to District students.
3. Mendon Community School District shall in all respects be considered the "employer" for Mendon teachers.
4. The terms and conditions of this Master Agreement shall be applicable at all times.
5. Evaluations shall only be conducted by Mendon administrators.
6. An exchange teacher in Mendon School Buildings shall only be assigned instruction related responsibilities at a host school.
7. An exchange teacher in Mendon School Buildings will adhere to the Mendon calendar and any subsequent adjustments, especially with regard to school closings and delays.
8. An exchange teacher may exercise his/her prerogative in selecting in-service options on scheduled professional development days.
9. The exchange teacher shall inform the building principals of how parent/teacher conference obligations will be met. The teacher may deviate from traditional communications in order to fulfill this obligation.
10. The teacher will be compensated at the then current IRS mileage rate for all travel resulting from the exchange.
11. The teacher's schedule will be mutually developed with the teacher. The schedule will allow ample travel time between buildings, and will be modified if additional travel time is needed.
12. The District, in consultation with the teachers, will evaluate the merits of the exchange program at least once each semester. This information will be committed to writing and will be included in the annual determination to extend, discontinue, or modify the program.

- F. Looping Assignment** – A looping teacher's seniority base will be the lowest grade level of the loop.

ARTICLE 7

LEAVE OF ABSENCE

A. Leaves of Absence With Pay.

1. Full-time contracted teachers will be credited with 14 days/**98 hours** of paid leave at the beginning of each work year. The number of days of paid leave credited to a part-time contracted teacher will be proportionately reduced. Days of paid leave shall accumulate, and if not used, shall be carried over to subsequent years and may be used in such subsequent years, except that such accumulated leave shall not exceed 180 days/**1260 hours**.
2. Sick Bank. **Once a teacher has exhausted his/her personal sick bank, upon** the request of the Association, a teacher on sick/disability leave may be granted additional paid leave days, which will be taken from individual teacher accumulation as certified by the Association. **The subtraction of these days shall be subject to mutual agreement between the Association and Employer, and shall be reduced to a written agreement between the parties.**
3. Paid leave as provided in this Section may be used as follows:
 - a. **Family Illness Leave.** A maximum of 5 days in any one work year may be used for serious illness in the immediate family which requires the presence of the teacher. "Immediate family" is interpreted to include the father, mother, sister, brother, husband, wife, son, daughter, or stepchildren of the teacher or the teacher's spouse.
 - b. **Funeral/Bereavement Leave.** A maximum of 4 days may be used for each occurrence for a death in the family. Members of the family include the following relations: Father, Mother, Sister, Brother, Aunt, Uncle, Grandparent, Husband, Wife, Son Daughter, Grandchildren, Stepchild, and Stepparent. Funeral/bereavement leaves in excess of 8 days in any one work year shall be deducted from the accumulated leaves of absence. Teachers will not have a reduction in pay if funeral/bereavement leave for the loss of a family member listed above exhausts accumulated leave. Such leaves are to be used only to the extent required to attend the funeral of the deceased and/or to attend to personal matters requiring immediate attention arising from such death.
 - c. **Personal Leave.** A maximum of 3 days in any one work year may be used for personal leaves subject to the following conditions and limitations:
 1. Leaves shall only be used for legitimate personal or business obligations which cannot reasonable be scheduled outside the regular workday.
 2. The leave shall be requested on the Personal Leave Form as found in Appendix E.
 3. Personal leaves will not be granted the day prior to or following a holiday or vacation period except in cases of an emergency and with the prior approval of the Building Principal or Superintendent in his/her absence.

A teacher requesting a personal leave day on Friday shall, upon request, provide a general reason for such request and must secure the prior approval of the Building Principal or Superintendent in his/her absence.

The employer reserves the right not to grant more than two (2) such requests for personal leave on any one (1) calendar day; one (1) at the elementary level and one (1) at the secondary level.

4. Written requests for personal leave shall be made at the earliest possible time, but in **no event** less than 48 hours notice, except in case of an emergency.
 5. Each request for personal leave shall be in writing and shall constitute a certification by the teacher that the obligation cannot reasonably be scheduled outside the regular workday or on a non-workday.
- d. **Personal Illness or Disability.** Credited hours of paid leave may be used for any physical or mental condition which disables at teacher from rendering professional services. Employee requests for personal illness leave may require verification if requested by the Superintendent. The Superintendent may, at his/her discretion, require a physician's certificate from the teacher's physician or a board appointed physician to verify the condition for which leave is taken or the duration of such leave. Such examinations shall be paid by the Board. Leaves in excess of 20 consecutive days shall automatically require a certificate from a physician of the teacher's choosing. Illness and disability relating to pregnancy and childbirth shall be treated on the same terms and conditions as other temporary illnesses or disabilities. Teachers are expected to schedule any elective surgery or an anticipated hospital confinement of a non-critical nature during those times that school is not in session.
- e. **Health Treatment.** A teacher may use up to two (2) days of paid leave during any work year for physical examinations, medical, dental or any other health treatment which cannot be scheduled outside the teacher's regular work day. Such leaves shall be requested at the earliest possible time, but in no event on less than 48 hours notice, except in case of an emergency.
- f. **Professional Business Leave.** A teacher shall not be regarded as absent from work during any period while he is engaged in professional business related to education provided he has obtained proper authorization for such leave from the superintendent. Application must be submitted to the superintendent at least five (5) days prior to the requested absence whenever possible and approved by the superintendent at least three (3) days prior to the meeting date. Examples of such professional business are conventions and other education meetings and speaking engagements involving education. The superintendent will specify in advance whether he will approve the reimbursement of all, or part, or none, of the business expenses occasioned by such professional business.
- g. **Association Leave.** At the beginning of the school year, the Association shall be credited with ten (10) Association leave days, for use at the discretion of the Association. The Association agrees to notify the Superintendent no less than five (5) calendar days in advance of such leave. Five (5) leave days will be at no cost to the Association. The Association will reimburse the district for the full salary cost **up to eighty dollars per day (\$80.00/day)** of the substitute teacher **wages** for all other days **over five (5) annually.**
- h. **Jury Leave.** Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be

asked to testify in any arbitration or fact-finding shall be paid the difference between the full salary and the remuneration, if any, for such services.

A teacher is expected to ask that jury duty be serviced outside of the school schedule whenever possible and, if called, to return to his duties as soon as his service duties have ended.

i. Worker's Compensation Leave.

1. Any teacher who is absent because of an injury (as defined by the Michigan Workers Compensation Law) or disease sustained or contracted during the course of employment by the Mendon Community Schools and is not compensable (the absence is less than 8 days) under the Michigan Worker's Compensation Law, then:
Up to seven (7) days of absence for each separate occurrence shall not be deducted from the teacher's accumulated paid leave.
2. Any teacher, who is absent because of an injury or disease sustained or contracted during the course of his employment by the Mendon School District, and which injury or disease is compensated under the Michigan Worker's Compensation, will receive compensation equal to his/her regular salary. Reduction of the employees' paid accumulated leaves of absence shall be prorated on the port of the difference between the compensation received and the amount paid by the employer computed on a daily basis.

B. Leaves of Absence Without Pay.

1. In General

- a. Teachers who have worked for one (1) school year are eligible for unpaid leave as described in this Section.
- b. A teacher may continue to purchase insurance benefits, under the terms of the negotiated **insurance plan**, during any leave period when not provided by the Board, **which shall be subject to the provisions of COBRA. A copy of these provisions shall be provided to the affected teacher at the beginning of the unpaid leave status by the Employer.**

2. Personal Illness or Disability Leave – Long Term.

Teachers who are unable to continue their duties because of personal illness or disability shall, upon written request to the superintendent, be granted a leave of absence without pay for a period of up to one year. The superintendent may, at his/her discretion, require a physician's statement from the teacher's physician or a board appointed physician to verify the condition for which the leave is to be taken and/or the duration needed for such leave.

The leave is extendible at the option of the board, provided that the application for such leave, stating the reason and duration of the leave, is submitted not less than 28 calendar days before the leave is to end, or the end of the last semester of service, whichever is earlier. Emergency situations will be dealt with on an individual basis by the board at the option of the board.

The board shall provide the **negotiated** health insurance for a minimum of twelve (12) weeks, provided the teacher was enrolled in the health insurance program prior to the time the leave was granted.

3. **Family and Medical Leave.** Once leave benefits have been exhausted or otherwise provided, the Board may grant unpaid leaves of up to one (1) year for the following reasons:
 - a. The serious health condition of a son, daughter, spouse, or parent;
 - b. The birth and care of a child; or
 - c. The placement of a child for adoption or foster care

The board shall, provide **the negotiated** health insurance for a minimum of twelve (12) weeks, provided the teacher was enrolled in the health insurance program prior to the time the leave was granted.

Upon proper and timely application, an eligible Employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29USC 2601) for a total period of up to twelve (12) weeks per year.

- a. **To be eligible for a FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12 month period, and meet any other eligible criteria of the FMLA for the particular type of leave.**
 - b. **An FMLA leave may be taken on an intermittent or reduced schedule when medically necessary, according to the provision of Section 102(b) of the FMLA.**
 - c. **Paid accumulated sick leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave, will be counted as part of the leave time available, and used under the FMLA leave.**
 - d. **During the period of FMLA leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA.**
 - e. **All FMLA leaves shall be subject to and administered in accordance with the FMLA and its applicable regulations.**
4. **Military Leave.** A teacher shall be granted a leave of absence without pay for military service of up to two (2) years or longer as required by Federal Law during any period of compulsory service. The teacher shall be credited on a basis of one-half school year for each year of military service up to a maximum of two (2) years of military service for purpose of advancement on the salary schedule only, provided that the teacher was inducted into military service while under contract in the Mendon School System and it is determined that the experience gained in the military service will contribute to their teaching assignment while at Mendon, but in any event, no military service credit will be given unless the teacher has had previous teaching experience before entering the military service.

Subpart A. Coverage under the Family and Medical Leave Act (FMLA) § 825.126 Leave Because of a Qualifying Exigency. Nothing in this provision is intended to confer upon a teacher any rights in excess of those provided under the Uniformed Services Employment and Re-Employment Right Act (USERRA) or its successor legislation.

4. **Academic Leave.**

- a. A leave of absence of up to two (2) years may be granted to a tenured teacher, upon application, for the purpose of participating in:
 1. Exchange teaching programs mutually acceptable to both school districts, state, territories, or countries.
 2. Foreign or military teaching programs.
 3. The Peace Corps, Teacher Corps or Job Corps as a full-time participant in such program.
 4. Education travel or work program related to his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
- b. A leave of absence of up to two (2) years may be granted to a tenured teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
- c. A leave of absence of up to one (1) year may be granted to a tenured teacher, upon application, for the purpose of serving as an officer of the Mendon Education Association, the Michigan Education Association, or the National Education Association. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period.
- d. A leave of absence not to exceed one (1) year may be granted to a tenured teacher, upon application, for the purpose of campaigning for a public office. If elected, a leave of absence shall be granted not to exceed the term of office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been **at the time of taking a leave.**

6. **Health and Hardship Leaves.** Upon the recommendation of the Superintendent, the Board of Education may permit teachers to take leaves not in excess of a one (1) year duration for the purpose of rest, restoration of health, or the alleviation of hardship involving themselves or immediate families. This leave shall be granted without pay except that the teacher may be paid for any accumulated sick leave days which he/she has to their credit at the time of the leave if he/she is entitled to same.

7. **General Leave.** The Board may grant a leave of absence upon the request of a teacher for meritorious reasons not otherwise herein provided. In determining whether to grant any such leave, the Board shall consider:

- a. The past performance of the teacher;
- b. The staffing needs of the Board;

- c. The length of service of the teacher and the probability that the teacher will return to the service of the Board; and
- d. The purpose or purposes of the leave.

C. **Leave Administration**

1. **Notice**. A teacher shall give the Board notice of his desire to be granted a leave pursuant to this Article as soon as a teacher is aware of his need for such leave so that the Board will have the maximum time to provide for the teacher's absence.
2. **Verification**. The teacher shall have the responsibility of verifying his eligibility for leave and any benefits due. If the Board determines that a teacher knowingly withheld or misrepresented material information concerning the purpose or the teacher's eligibility for leave or for any benefits, the teacher may be disciplined.
3. **Notice of Intention to Return**. Notwithstanding any other provisions of this Article, each leave agreement shall include a requirement that the teacher notify the Board on or before a certain date that the teacher intends to return to active service. If a teacher fails to give such notice, the teacher shall be considered a voluntary quit.
4. **Reinstatement Rights**. Any other provision of this Article to the contrary notwithstanding, the teacher, on termination of a leave, shall be placed in the position which he held prior to such leave, provided, however, that if the position is no longer in existence, then such teacher shall be placed in a similar position for which he/she is otherwise certified and qualified subject to the rights of other teachers pursuant to Article 12 of this Agreement.
5. **Leave Day Increments**. Leave days may be used in increments of less than a day, they may be ½ day when there is not undue hardship to providing substitutes.

ARTICLE 8

ACADEMIC FREEDOM

- A.** The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation on the value of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.

- B.** Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE 9

PROBATION PERIOD

- A. All teachers must spend the first four (4) years of employment in a period of probation. No teacher shall be required to serve more than one probationary period in any one school district or institution.
- B. At least sixty days before the close of each school year, the controlling board shall provide the probationary teacher with a definite written statement as to whether or not his/her work has been satisfactory: Provided that;
1. Failure to submit a written statement shall be considered conclusive evidence that the teacher's work is satisfactory, and
 2. Any probationary teacher, or teacher not on continuing contract, shall be employed for the **ensuing** year unless notified at least sixty (60) days before the close of the school year that his/her service will be discontinued.
- C. Continuing tenure shall not apply to an annual assignment of extra duty or extra pay such as directing plays, coaching, being yearbook advisor, etc.
- D. **Mentor Teacher** (Applicable to first year teachers)
1. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code and other state mandated guidelines.
 2. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion and is not meant to be a part of or associated with the procedure of performance evaluations.
 3. A Mentor Teacher shall be assigned in accordance with the following:
 - a. Mentor Teacher positions shall be posted and filled in accordance with the applicable sections of this Agreement.
 - b. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 - c. It is intended that Mentors are selected for the purpose of establishing a three (3) year relationship with a Mentee. It is further understood that the relationship may be terminated at the request of either the Mentor or the Mentee.
 4. Because the purpose of the Mentor/ Mentee match is to provide peer assistance toward the end of quality instruction, the Board and the Association agree that the Mentor/Mentee relationship shall be confidential.

When confidentiality is waived by both the mentor and the mentee, a discussion among a mentor, mentee, and building administrator may occur. This discussion shall not be evaluative in nature and may be terminated upon request of either party(ies).

Neither the Mentor or the Mentee shall be a part of, or be included in, any matter related to the evaluation of the other.

5. Upon request, the Administration shall provide release time, consistent with the job expectations, so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
6. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. Professional development events relating directly to the new teachers Individual Development Plan (IDP), shall, whenever possible, be scheduled within the parameters of the regular workday and work year.

ARTICLE 10

EVALUATION

A. Purpose.

The procedures by which teachers are to be evaluated must be characterized by fairness and objectivity. Recognizing the difficulty in being completely objective because of the varying nature of each teaching assignment, subjective judgments must be based on the individual teacher's relationship to his/her colleagues, students, the instructional program and to the community.

B. Observation Conference Procedure.

1. Orientation – The evaluation program is introduced by the principal.

- a. Explain classroom regulations, routines and building policies.
- b. Relate procedures regarding the procurement of supplies and the use of facilities.
- c. Evaluation instruments will be made available through the principal's office.

2. Teacher Self Evaluation.

- a. Teacher may judge self in relation to pre-set and attainable objectives.
- b. Effort is made to judge whether objectives have been realized.
- c. Though the self-evaluation is not used by the evaluator, it may serve as a guide to his/her comments.

3. Classroom Observation. The building principal is responsible for the evaluation of teachers using the following guidelines:

- a. The evaluator should make classroom observations in a manner that causes as little disruption as possible to the lesson being taught.
- b. The evaluator must try to determine the nature of the lesson and the various techniques being utilized.
- c. The evaluator must understand general developments in the teacher's field of specialization.
- d. Personalities of teachers and evaluators should not affect the written evaluation of the teacher's performance.
- e. A teacher must be notified at least one school day in advance of the day and period the observation is to take place.
- f. All monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

g. It will be distinguished on the evaluation form if the teacher is co-teaching or teaching on his/her own.

4. Evaluation of Performance. All written evaluations of teacher performance will be signed by both the evaluator and the teacher. A teacher's signature on the evaluation will not necessarily mean that he/she agrees with the evaluation but that the teacher has received a copy of the evaluation. Other copies of the evaluation will be filed with the superintendent and the principal.

a. A probationary teacher shall, within the first semester on the job, meet with the principal and jointly develop, his/her Individualized Development Plan.

b. All probationary teachers will receive a minimum of two (2) written evaluations each year. The written evaluations shall be based on a minimum of two (2) classroom observations held at least sixty (60) days apart. Observations of instruction shall last at least one (1) hour, or one (1) class period. The Building Principal will meet with the teacher to review the written evaluation within ten (10) days following the observation of instruction. The final report and recommendation for employment will be made at the regular March Board Meeting.

c. All tenure teachers will receive a minimum of one evaluation every three years on or before March 1. Accompanying the evaluation will be a supervisory conference with the evaluator. The final report and recommendation for employment will be made at the regular March Board Meeting.

d. Teacher evaluation Form A will be used for the observations for non-tenure teachers. Teacher evaluation Form B shall be used for observations of tenure teachers at the option of the administration. Forms shall be as found in Appendix F.

C. Appeal Procedure.

During the time the Superintendent functions as the High School/Middle School Building Principal, appeals shall be initiated as per paragraph 3 below.

1. The employee shall notify the Superintendent in writing, within five school days, of the areas of disagreement, citing specific concerns.

2. The Superintendent shall call a meeting of the employee and the evaluator, within five school days, to discuss the aforementioned matter with a concentrated effort to mutually resolve the problem.

3. If the matter cannot be satisfactorily resolved at the above level, the employee may request a hearing with two members of the Board of Education, the Superintendent, the Evaluator, two professional staff members, and an Association Representative for the purpose of resolving the areas of disagreement. A member of the Board of Education shall preside as Chairperson. A written copy of the decision shall be attached to all copies of the original evaluation placed in the personnel file, presented to the employee, and made available to the Board of Education for its regular meeting at which time evaluations are considered to comply with the provisions of the Michigan Teacher Tenure Act.

D. New state legislation requiring annual performance evaluations of all teachers and administrators offers challenges and opportunities. Meaningful evaluations that are completed in timely, transparent, and efficient ways are the goals of this suggested

framework. This framework represents a set of agreed upon common principles between the Association and the Employer to develop a new evaluation tool to meet the requirements of the law.

Specifically, the new law requires:

- **Involvement of teachers and school administrators, the board of a school district or intermediate school district or board of directors of a public school academy.**
- **Rigorous, transparent, and fair performance evaluation systems.**
- **Evaluation based on multiple rating categories.**
- **Evaluation with student growth as determined by multiple measures of student learning, including national, state or local assessments or other objective criteria as a significant factor.**
- **Evaluations to inform decisions regarding:**
 - **Individual professional learning opportunities with ample time for improvement.**
 - **Promotion, retention, and professional development opportunities, including coaching, and instruction support.**
 - **Tenure and/or certification decisions based on rigorous, streamlined, transparent and fair procedures.**
 - **Removal of ineffective teachers and administrators after ample opportunities to improve have been deemed unsuccessful based on decisions made by use of rigorous, streamlined, transparent and fair procedures.**

As a result of the recent changes in legislation and its requirements the Employer and the Association shall create a joint committee to negotiate the process of the evaluation tool and procedure. It is agreed that the process and evaluation tool shall be attached to the Master Agreement as a Letter of Agreement and shall be subject to future negotiation upon the expiration of the collective bargaining agreement.

ARTICLE 11

PROFESSIONAL BEHAVIOR

- A. **Board Rules and Regulations.** Teachers are expected to comply with established rules, regulations and directions from time to time adopted by the Board of Education or its representatives which are not inconsistent with the provisions of the Agreement, and when the rules, regulations and directions are for the best interest of the students, school, and community.
- B. **Teacher Discipline.**
No teacher shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. Such disciplinary actions shall be handled in a professional manner and in private.

The progressive discipline steps, which follow, will be followed unless the seriousness of the violation or indication of unprofessional performance, such as illegal, unsafe, gross, or immoral activity, warrants stronger disciplinary action on the first occasion.

First Offense or Indication of Unprofessional Performance.

The teacher will have a conference with his/her immediate supervisor, principal and/or superintendent, about the problem in question. If an oral reprimand is issued, the teacher will sign a non-specific acknowledgment of the fact that an oral reprimand was issued. The teacher and the immediate supervisor, principal and/or Superintendent will retain copies of the signed acknowledgment.

Second Offense or Indication of Unsatisfactory Unprofessional Performance.

The teacher will have a conference with his/her immediate supervisor, principal, and/or superintendent about the problem in question. A written reprimand or written evaluation about unsatisfactory performance will be placed in the teacher's file.

Third Offense or Indication of Unprofessional Performance.

The teacher will have a conference with his/her immediate supervisor, principal, and/or superintendent about the problem in question. A written reprimand or written evaluation of unsatisfactory performance will be placed in the teacher's file. The teacher may also be subject to suspension not to exceed three (3) days or removal from the extra duty assignment.

Future Offense or Indications of Unsatisfactory Unprofessional Performance.

The teacher is subject to any of the above as well as dismissal according to the law.

When a written reprimand, suspension, or removal is involved, the teacher is allowed to present witnesses or evidence on his/her behalf, file a statement expressing his/her views of the problem or discipline taken, and be represented by counsel. All actions of discipline are subject to the provisions of Article 14, Grievance Procedure.

ARTICLE 12

LAYOFF AND RECALL

Determination. If the Board determines that it is necessary to decrease the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the Board shall notify the Association in writing of its intentions to do so and the reasons therefore.

A. Layoff Procedures. Layoffs shall conform to the following guidelines:

1. Teachers shall be laid off in the order of seniority starting with the least senior teacher, provided that the remaining teachers are eligible teachers as defined hereafter. Part-time teachers shall be laid off before full time teachers, except in cases when it is determined that there is not a full-time teacher who is certified and qualified.
2. The Board shall give not less than forty-five (45) calendar days notice of layoff if such layoff is scheduled to take effect during a school year, or not later than the date on which the preliminary budget is adopted, if such layoff is to take effect at the opening of a new school year, except in the case of unforeseen circumstances.
3. The Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; shall be suspended for the duration of the layoff. However, a teacher shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff.

B. Recall Procedure. Recalls shall be subject to the following conditions:

1. Teachers shall be recalled in the order of seniority starting with the most senior eligible teacher on layoff.
2. The Board shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to the teacher at the teacher's last known address as it appears on Board records, which address shall be conclusive for purposes of this Article. It shall be the responsibility of each teacher to notify the Board of any change in address.
3. A teacher who fails to report to work at the specified time, which time shall not be less than ten (10) calendar days from the date of receipt of the recall notice, or fifteen (15) days from the date of the mailing of the notice, whichever is shorter, shall be considered a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.
4. The obligation of the Board to recall a teacher shall terminate twenty-four (24) months following the effective date of layoff.

C. Seniority. The Board shall maintain an up-to-date seniority list, a copy of which shall be furnished to each teacher and to the Association at least once each contract year on or before November 1. The seniority list shall be conclusively deemed to be correct unless the Association notifies the Board of any error within thirty (30) days after notification. The names of all teachers in the bargaining unit at the time of preparation of the seniority list shall be listed in order of their most recent employment date, starting with the teacher with the greatest amount of seniority at the top of the list. **Teachers who have moved directly from a tenured position**

within the District to an administrative position, shall lose all years of accrued seniority and shall lose all rights afforded under the Master Agreement while holding a non-bargaining unit assignment. Should a teacher return to the bargaining unit after holding an administrative assignment within the district, the teacher(s) shall be placed at the bottom of the seniority list and the affected teacher(s) seniority shall be subject to the process outlined below:

If two (2) or more teachers have the same employment date, the teacher with the greatest amount of teaching experience outside the District shall be assigned first to the seniority list, provided that if such teachers have the same amount of extra-district teaching experience, then the teacher with the greatest number of graduate hours shall be assigned first to the seniority list.

D. Interpretation. For the purpose of this Article:

An “**eligible teacher**” means a teacher who the Board determines is certified and qualified to perform the duties of the position to be filled. A K-12 teacher is deemed qualified, by meeting the following criteria:

1. Must hold a valid teaching certificate, **and meet the certification and highly qualified requirements set forth in the State and Federal mandates.**
2. For special subject matter areas: (art, music, physical education, home economics, orchestra and band, vocational education, and voice) the teacher must hold a valid teaching certificate, and a major or minor (or equivalent) in the special subject matter area(s) plus any additional requirements established by state or federal law and regulations or the Department of Education.

E. “Employment Date” means the date on which the Board took official action to either employ a teacher initially or re-employ a teacher after any break in service (**this is when the position is actually offered to the teacher, not when the Board meets and gives approval**). A break in service shall occur if a teacher resigns, retires or is discharged and not reinstated; however, a break in service shall not occur if the teacher is employed by the Board in a non-bargaining unit supervisory position except that such teacher shall neither accrue nor lose seniority during the period of such employment.

F. “Seniority” shall refer to the period of unbroken service within the bargaining unit since any break in service. A teacher on layoff or on a leave of absence shall neither accrue nor lose seniority.

ARTICLE 13

LONGEVITY

Minimum of eight (8) years of continuous service need to be eligible for longevity. Board approved leaves of one (1) year or less will not be considered as a break in continuous service for the purpose of determining eligibility for a longevity factor.

- A. **Longevity Pay.** Upon completing of their fourteenth (14th) year of teaching, employees may elect longevity compensation of one thousand dollars (\$1,000.00) in addition to their step placement on Schedule A.

This longevity compensation can be earned for any three (3) years of the employee's choosing. Notification of intent to earn longevity compensation for each year needs to be given to the employer no later than July 1st prior to the year intended.

Longevity compensation shall be deposited by the employer in the form of a non-elective employer contribution to a 403(b) plan account of each eligible employee's choice provided through MEA-FS, except that no contribution shall cause an employee to exceed the limitations of Section 415(c) of the Internal Revenue code. Contributions that exceed the Section 415(c) limitations shall be deposited for each affected employee in the following calendar year, and in each subsequent year until all amounts due have been deposited by the employer. However, no employer contribution may be deposited in any year that is later than the fifth (5th) calendar year following the year in which the employee terminates employment with the school district. Employees shall have no cash option to this employer 403(b) contribution.

The 403(b) policy (and the 403(b) plan document, if any) of the school district shall provide that all employees are eligible to retire from the school district for the purpose of the district's 403(b) plan and hence may withdraw 403(b) contributions at any time before or after termination of the employment to the extent allowed by the Internal Revenue Code.

ARTICLE 14

GRIEVANCE PROCEDURE

A. Grievance Procedure

1. If any teacher has a complaint of unjust treatment in the interpretation or application of this Agreement, or any Letter of Agreement, the aggrieved teacher may verbally present the complaint individually or with the aid of his/her Association Representative to his/her principal within five (5) school days, of such unjust treatment. The Administrator with whom the grievance has been filed, shall within five (5) school days, give an answer in writing to the grievance.
2. Failing satisfactory settlement, the grievance shall be reduced to writing (See Appendix D) and submitted to the Superintendent within five (5) school days from the time of the principal's answer. The superintendent shall discuss the matter with the Association and grievant, if the grievant so desires, within ten (10) days of receipt of the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) school days of the conference.
3. If the Association and/or grievant, if the grievant so desires, are not satisfied with the disposition of the grievance by the Superintendent, **they** may submit the grievance to the Board of Education Personnel/Policy Committee by filing a written copy thereof with the secretary of the Committee within five (5) days from receipt of the Superintendent's response. The Committee, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, shall meet with the Association and grievant, if the grievant so desires, concerning the grievance. Disposition of the grievance shall be made by the Committee in writing within ten (10) days after the conclusion of the grievance hearing.
4. If the Association and grievant, if the grievant so desires, are not satisfied with the decision of the Board, it may, within ten (10) days after receipt of the Board's decision, submit the grievance to arbitration. Such submittance shall be in writing and shall be delivered to the American Arbitration Association and the Board within said ten-day period, and if not so delivered the grievance shall be abandoned. The arbitrator shall be appointed, and the hearing conducted, under the rules of the American Arbitration Association.
5. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not interfere with the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement.
6. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
7. The grievance procedure shall not apply to:
 - a. The termination of services or failure to re-employ any probationary teacher.

- b. Any grievance in which proceeding are pending on that issue before any state or federal administrative tribunal, agency, or court, it being the intention of the parties that the grievance shall have one (1) remedy only.
- c. Any provision of the Agreement which contains either an expressed exclusion from this procedure or provides a different remedy.

B. Timelines. The time limits set forth herein shall be strictly observed, provided however, that such time limits may be waived at any step by mutual agreement between the association representative and the Superintendent or his designate. Such agreement shall be in writing and the extent of such waiver specified.

Any claim or request for advancement to the next resolution level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim which is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next resolution level unless withdrawn.

C. Settlements and Adjustments. The disposition or settlement, by and between the Employer, the Association and grievant (if the grievant so desires) of any grievance shall be final and binding upon the Association and its members, the employee or employees involved, and the Employer. The satisfactory settlement of all claims shall be reduced to writing.

Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the dispute is based.

Arbitration awards and grievance settlements shall be limited to making the Grievance whole for loss of contractual benefits and shall not include any “punitive” damages.

D. Contract Expiration. The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a claim filed prior to such expiration date.

E. Grievance Forms. Grievances are found in Appendix D.

F. Shared Cost of Binding Arbitration. The fees and expenses of the arbitration shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be **responsible** for the expense of witnesses called by the other.

ARTICLE 15

MEDICAL EXAMINATION

- A. The Board may require a teacher to receive a physical and/or mental examination upon initial employment or for just cause.
- B. If the Board shall require a medical examination, it shall pay all costs incurred. The examining physician shall be mutually agreed upon by the Board and the person involved. If at any time the Board desires an additional mental/physical examination for the purpose of diagnosis clarification, the Board shall pick the examining doctor and pay all costs incurred.

ARTICLE 16

CLASS DISMISSAL AND RESCHEDULING

- A.** The parties expressly recognize that adverse weather conditions, mechanical failure, civil disorder, communicable diseases or other circumstances beyond the control of the Board may require the dismissal or rescheduling of classes.
- B.** Teachers will not be expected to report when schools are closed.
- C.** Calendar adjustments shall require the approval of the Association and the Board.

ARTICLE 17

CONTINUITY OF OPERATIONS

- A.** The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act.

- B.** The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Act.

ARTICLE 18

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligation will allow, full particulars of the incident and together with the principal, decide upon the length of the exclusion.
- D. Any case of assault upon a teacher shall be promptly reported to the Building Administrator and the Association. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher.
- E. The Board agrees to furnish the services of an attorney selected by the Board at its expense to advise a teacher as to any claim against the teacher for injuries to persons or property allegedly caused by the negligence of the teacher while in the course of his/her employment and while acting within the scope of his/her authority.
- F. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.
- G. The Board will reimburse teachers for any destruction of clothing or personal property of the teacher while on duty for the school which is not covered by the teacher's personal insurance. If the insurance does not fully cover the loss to the teacher, the Board will reimburse the teacher for the amount not covered.
- H. No action shall be taken upon any complaint by a parent of a student, or a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is reported in writing and a conference with the teacher within five (5) school days. The teacher may submit a written report regarding the **complaint** and same shall be attached to the file copy of the material in question.

ARTICLE 19

TEACHING IMPROVEMENT

The Board will continue to support, as funds permit, professional development activities such as orientations, conferences, clinics, visitations, in-service programs and other similar means which promote and aid teacher improvement in areas relating to their responsibilities as staff members.

ARTICLE 20

SCHOOL IMPROVEMENT PROCESS

- A.** The following contractual prerequisites, considerations and constraints shall be observed wherever the process of School Improvement is implemented:
- 1.** There will be no violation of contractual provisions without appropriate waivers.
 - 2.** Participation in the School Improvement process will be voluntary. An individual will not be evaluated, disciplined or discharged based upon the degree of participation or non-participation in the process. Time and/or compensation for committee work shall be provided as per Schedule B.
 - 3.** Provisions shall be made for training staff members in such areas as communications skills, consensus building, conflict resolution, collaborative decision-making, etc.
- B.** Whenever a School Improvement decision conflicts with a contractual provision, a waiver must be obtained by the following procedure:
- 1.** The waiver request will be presented to all parties and governing boards impacted by the plan including the Association President, the District Wide School Improvement Team Chair, and the Superintendent.
 - 2.** Waiver requests must include supporting documents and rationale, and a certification of the groups or individuals that endorse the waiver.
 - 3.** The Association and the Superintendent will approve or deny the waiver or return the request to the petitioning group with suggestions for further review or modification.

Implementation is dependent upon the approval of all involved parties.

ARTICLE 21

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. Individual contracts hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed. The Association shall receive additional copies.
- E. The division of the teacher's yearly salary into pay periods shall be on an individual basis, either 20 or 26 pay periods, upon request submitted on or before the first day of school. Once a request has been signed and submitted to the Superintendent's Office it may not be changed for that school year. Failure to take an option in writing before the first day of school will default to 26 pays.
- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. Subject to applicable provisions of this Agreement, Professional Compensation shall be as set forth on Schedule "A", Extra Duty Compensation shall be set forth on Schedule "B", and the School Calendar shall be as set forth on Schedule "C". The calendar will be negotiated to agreement as the first item of each year applicable.
- H. A teacher who has signed a written employment contract for the ensuing school year or is on continuing tenure may not be released to **teach** in any other school district after August 1 unless a certified and qualified teacher, who is otherwise acceptable to the employer, is available for employment and is in fact employed. The parties agree that failure on the part of the teacher to provide timely notice of resignation shall be grounds for forfeiture of rights to continuing tenure or, in the alternative, for an action for breach of contract.
- I. **Job Sharing.** An employment model that includes job sharing may be practiced. This practice will apply to elementary assignment primarily. Teachers employed under these conditions will receive benefits on a pro-rata basis and accrue rights consistent with the laws of the State of Michigan and this Agreement.

J. Reimbursement for College Credit.

College Credit Reimbursement

A pool of five thousand dollars (\$5,000.00) during the 2009-2010 instructional year and two thousand five hundred dollars (\$2,500.00) during the 2010-2011 instructional year. This pool shall cease to exist at the end of the 2010-2011 instructional year (June 30, 2011). During the 2009-2010 and 2010-2011 instructional years, the funds may be used to reimburse teachers for successfully completing college course work, usually at the graduate level.

- Reimbursement will be made only if a grade of “B” or better is achieved.
- Reimbursement will be made to teachers for up to 6 credits per year.
- Only those classes deemed appropriate and beneficial to the district will be considered for reimbursement, such as classes in current certification(s) or for additional certification(s).
- The District retains the right to assign a teacher to take a class deemed appropriate for professional growth and development, which will not be a part of the teachers major, minor or certification plan. Example: classroom management. Classes that fall under this category will result in 100% reimbursement for staff that will not be taken from the pool of money for staff reimbursement.

Request and grades must be submitted to the business office by June 30, each year. Reimbursement is for classes submitted for each year beginning July 1 and ending June 30. Payment will be made before August 1.

ARTICLE 22

FRINGE BENEFITS

- A. Beginning the first available month after ratification by both parties, each employee who enrolls in Community Blue PPO - Plan 1 shall receive the benefits defined under Plan A. Each employee who enrolls in Community Blue PPO - Plan 1 shall pay fifty dollars (\$50.00) per month. The Board will pay the remainder of each monthly amount.

Effective upon ratification of this agreement, the employee contribution shall increase to \$75.00 per month for the remainder of the 2009-2010 instructional year. The monthly insurance employee contribution during the 2010-2011 instructional year shall increase to \$85.00 per month at the renewal of the insurance plan year (November 1, 2010). The remainder of the insurance premium and cost shall be paid by the employer.

The employer shall provide a Premium Contribution Plan, which permits a member's contributions towards premiums to be paid with pretax dollars.

The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Bargaining unit members electing to use the Premium contribution Plan shall do so through a Salary Reduction Agreement and payroll deduction.

- B. Teachers not electing to take any health insurance may participate in the Pak B plan of benefits and will receive a cash option in lieu of health benefits. The cash amount shall be **two hundred seventy five** dollars (\$275.00) per month. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Teachers may use this money for MEBS options upon completion of the appropriate application forms, or a specified amount may be applied through a Salary Reduction Agreement by the bargaining unit member towards MPSERS Tax Deferred Plan (TDP), or MEA-FS Tax Deferred Annuities (TDA).

In response to the recent changes by the Internal Revenue Service to 403(b) regulations, the Mendon Community Schools Board of Education intends to join the Michigan Investment Retirement Consortium (MIRC), along with the St. Joseph County ISD and other county schools. The ISD Consortium Board has selected TSA consulting group as a third party administrator to handle the administrative/central processing.

The Mendon Community Schools Board of Education agrees that if, in the future, the MIRC or TSA consulting group make changes in the agreement regarding number of vendors or vendors that they will accept (including wild card vendors), it is agreed that MEA Financial Services shall be a listed vendor within the options Mendon teachers may choose from within the Consortium. *Further, it is assured by the Mendon Community Board of Education that the only people that can move contributions to the TPA are eligible employees listed within the contract, and that all members of the Mendon Education Association are eligible to participate, except that the District will continue to submit members payroll deductions to the TSA who will distribute according to the participant's direction.

Additional supplemental insurance can be payroll deducted if 5 or more members request it. After school presentations can be made if 5 or more members request it in writing.

All selections may be payroll deducted.

- C. There shall be no duplication of health coverage in the event more than one member of the same family is employed in this system as a teacher.
- D. Part-time employees shall receive benefits on a pro-rata basis.
- E. Community Blue PPO - Plan 1 Summary

Plan A:

Health: Community Blue PPO - Plan 1 Health Insurance Plan

- \$10/20 Rx
- Negotiated Life: \$10,000 (**\$5,000 to be paid through the Plan/\$5,000 to be paid through the self-funded plan. This is the District's responsibility**)
- AD&D: \$10,000

Vision: No Network - Pick any provider you choose

- Vision Exam Co-Pay - \$6.50
- Combined Co-Pay of \$18 for Lenses and Frames
- Contact Lens Co-Pay - \$18

Dental: No Network - Pick any provider you choose

- \$0 Deductible
- \$1,500 Annual Maximum
- Preventive Services - 70%
- Basic & Major Services - 50%
- 2 Cleanings per year
- Orthodontia - 50% - Lifetime Maximum \$1,000

Prescription Drugs: Caremark will provide the prescription drug benefits

- Each employee will receive a Caremark Prescription Drug Card
- Prescription Drug Co-Pays:
 - \$10 Generic Drugs
 - \$20 Brand Name Drugs
 - \$5 Mail Order Co-Pay - 90 day supply for \$5

Mendon Community Schools will reimburse employees for certain expenses not covered by Blue Cross/Blue Shield. These items are as follows:

- Wigs that are needed due to loss of hair from medical treatment
- Custom orthotics
- Compression Stockings
- Mechanical lifts
- Non-Developmental speech therapy

These claims need to be submitted to BCBS. If rejected, it needs to be submitted to the school's TPA for direct reimbursement equal to the coverage that would have been afforded under employees' BCBS plan.

The District also agrees to reimburse 20% of excess charges from an out of network provider when Eligible Employee has been referred by an in-network provider.

It is your responsibility to notify BC/BS and your employer:

- of any change in your employment status
- when you wish to add a spouse or dependent(s)
- of any change to a dependent's eligibility for coverage
- when a spouse or dependent is no longer eligible as defined above.

Special health care coverage guidelines apply to you and your spouse at age 65 during your active school employment. You should contact your school business office or BC/BS for complete details. The Social Security Administration should be contacted regarding Medicare enrollment 120 days prior to attaining age 65.

Plan B:

Negotiated Life: \$10,000 (**\$5,000.00 to be paid through the Plan/\$5,000.00 to be paid through the self-funded plan. This is the District's responsibility**).

AD&D: \$10,000

Vision: No Network - Pick any provider you choose

- Vision Exam Co-Pay - \$6.50
- Combined Co-Pay of \$18 for Lenses and Frames
- Contact Lens Co-Pay - \$18

Dental: No Network - Pick any provider you choose

- \$0 Deductible
- \$1,500 Annual Maximum
- Preventive Services - 70%
- Basic & Major Services - 50%
- 2 Cleanings Per Year

ARTICLE 23

CONDITION OF AGREEMENT

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This agreement is subject to amendment, **alterations** or additions, only by subsequent written agreement between, and executed by, the Board and the Association. The waiver of, or any breach of, a term or condition of the agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 24

EXECUTIVE COUNCIL

- A. Purpose. The Executive Council develops mutually satisfactory solutions to problems which emerge during the life of the Agreement. Amendments to this Agreement generated through the problem-solving process shall be subject to ratification by the Parties.
- B. Membership. The Mendon EA Executive Council, Superintendent and Administrators.
- C. Meetings. Meetings will be held in September, November, January, February and March each year. Either party as needed may call additional meetings.

ARTICLE 25

GENERAL COMPENSATION PROVISIONS

- A.** All new teachers employed may be given full credit on the salary schedules for full years outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.
- B.** For each semester hour of credit earned at an accredited college or university beyond the Master's Degree, not to exceed 20 semester hours whether earned prior or subsequent to employment by the Board, \$50.00 shall be paid annually in addition to the teacher's base salary. The credit hours must be related to education, within the teacher's area(s) of certification, or be determined by the teacher and the District to be in their mutual interest. This is an option for staff that was receiving this benefit as of June 30, 2002.
- C.** Staff members who obtain enough college credits to move to another pay scale should hand in documentation prior to the beginning of the school year. Grades may be handed in after August 31; however, the deadline to finish classes is August 31.
- D.** Teachers involved in extra duty assignments as set forth on Schedule B (which is attached to and incorporated in this agreement) shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Schedule and the annexed schedules without deviation.

A teacher involved in a Schedule B assignment may request one of the following payment options: (Payments, when made, will include an itemized accounting of the sources of the earnings)

- 1.** Payments divided by thirds, payable within the first two (2) pay periods of the assignment/season, mid assignment/season, and **at** the end of the regular assignment/season, and included with the regular biweekly paycheck; or
 - 2.** Payment in one lump sum at the end of the season included with the regular biweekly paycheck
- E.** Teachers required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed at the standard mileage rate authorized by the Internal Revenue Service.
- F.** Teachers employed for less than the normal teaching load, salary shall be negotiated appropriately.
- G.** Teachers who have not completed at least twenty (20) semester hours of credit beyond the BA degree shall not advance beyond Step 5 of the salary schedule. Upon completion they may advance a maximum of one step per year.
- H.** A teacher hired at midyear will be placed on the Step consistent with their training and experience. For each successive school year, the teacher will advance on the schedule consistent with the terms of the Master Agreement.
- I.** Beginning with the 2006-2007 school year, teachers will be reimbursed for renewal of their teaching license one (1) time every five (5) years.

ARTICLE 26
DURATION OF AGREEMENT

It is mutually understood the term of the Master Agreement between the Mendon Board of Education and the Mendon Education Association shall be in effect from July 1, **2009** until June 30, **2011**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of _____
2010.

SOUTHWESTERN MICHIGAN
EDUCATION ASSOCIATION

MENDON COMMUNITY SCHOOLS

By: _____
Chief Spokesperson: Joy Westra

By: _____
President:

By: _____
Negotiator: Anne Boers

By: _____
Secretary:

By: _____
Negotiator: Glen Samson

By: _____
Superintendent:

By: _____
Negotiator: Sue Fellows

By: _____
Negotiator: Susie Shimer

By: _____
Negotiator: John Schwartz

By: _____
UniServ Director: Denise Munoz-Pyle

SCHEDULE A-1
SALARY SCHEDULE: 2008/2009

1.01 2008/2009 Base \$28,247

Step	BA Index	BA Salary	BA+20 Index	BA+20 Salary	MA Index	MA Salary	MA+20 Index	MA+20 Salary
0								
1	1.095	\$30,930	1.120	\$ 31,637	1.180	\$ 33,331	1.270	\$ 35,874
2	1.130	\$31,919	1.160	\$ 32,767	1.225	\$ 34,603	1.315	\$ 37,145
3	1.165	\$32,908	1.200	\$ 33,896	1.270	\$ 35,874	1.360	\$ 38,416
4	1.200	\$33,896	1.240	\$ 35,026	1.315	\$ 37,145	1.405	\$ 39,687
5	1.235	\$34,885	1.280	\$ 36,156	1.360	\$ 38,416	1.450	\$ 40,958
6			1.320	\$ 37,286	1.405	\$ 39,687	1.495	\$ 42,229
7			1.360	\$ 38,416	1.450	\$ 40,958	1.540	\$ 43,500
8			1.400	\$ 39,546	1.495	\$ 42,229	1.585	\$ 44,771
9			1.440	\$ 40,676	1.540	\$ 43,500	1.630	\$ 46,043
10			1.480	\$ 41,806	1.585	\$ 44,771	1.675	\$ 47,314
11			1.520	\$ 42,935	1.630	\$ 46,043	1.720	\$ 48,585
12			1.560	\$ 44,065	1.675	\$ 47,314	1.765	\$ 49,856
13			1.600	\$ 45,195	1.720	\$ 48,585	1.810	\$ 51,127
14			1.640	\$ 46,325	1.765	\$ 49,856	1.855	\$ 52,398
15			1.685	\$ 47,596	1.803	\$ 50,929	1.900	\$ 53,669
16			1.730	\$ 48,867	1.840	\$ 51,974	1.945	\$ 54,940
			Step 16*					
17-23			1.0375	\$ 51,189	1.0375	\$ 54,443	1.0375	\$ 57,550
24-30			1.0475	\$ 51,677	1.0475	\$ 54,963	1.0475	\$ 58,099

SCHEDULE
A-1

SALARY SCHEDULE: **2009-2010**
2009-2010 Base Salary **\$28,247**
 1.01

Step	BA Index	BA Salary	BA + 20 Index	BA + 20 Salary	MA Index	MA Salary	MA + 20 Index	MA + 20 Salary
0								
1	1.095	30,930	1.120	31,637	1.180	33,331	1.270	35,874
2	1.130	31,919	1.160	32,767	1.225	34,603	1.315	37,145
3	1.165	32,908	1.200	33,896	1.270	35,874	1.360	38,416
4	1.200	33,896	1.240	35,026	1.315	37,145	1.405	39,687
5	1.235	34,885	1.280	36,156	1.360	38,416	1.450	40,958
6			1.320	37,286	1.405	39,687	1.495	42,229
7			1.360	38,416	1.450	40,958	1.540	43,500
8			1.400	39,546	1.495	42,229	1.585	44,771
9			1.440	40,676	1.540	43,500	1.630	46,043
10			1.480	41,806	1.585	44,771	1.675	47,314
11			1.520	42,935	1.630	46,043	1.720	48,585
12			1.560	44,065	1.675	47,314	1.765	49,856
13			1.600	45,195	1.720	48,585	1.810	51,127
14			1.640	46,325	1.765	49,856	1.855	52,398
15			1.685	47,596	1.803	50,929	1.900	53,669
16			1.730	48,867	1.840	51,974	1.945	54,940
17-23			Step 16 * 1.0375	51,189	Step 16 * 1.0375	54,443	Step 16* 1.0375	57,550
24-30			Step 16 * 1.0475	51,677	Step 16 * 1.0475	54,963	Step 16* 1.0475	58,099

0% with step

SCHEDULE
A-1

SALARY SCHEDULE: **2010-2011**

2010-2011 Base Salary . \$28,247
1.01 0

Step	BA Index	BA Salary	BA + 20 Index	BA + 20 Salary	MA Index	MA Salary	MA + 20 Index	MA + 20 Salary
0								
1	1.095	30,930	1.120	31,637	1.180	33,331	1.270	35,874
2	1.130	31,919	1.160	32,767	1.225	34,603	1.315	37,145
3	1.165	32,908	1.200	33,896	1.270	35,874	1.360	38,416
4	1.200	33,896	1.240	35,026	1.315	37,145	1.405	39,687
5	1.235	34,885	1.280	36,156	1.360	38,416	1.450	40,958
6			1.320	37,286	1.405	39,687	1.495	42,229
7			1.360	38,416	1.450	40,958	1.540	43,500
8			1.400	39,546	1.495	42,229	1.585	44,771
9			1.440	40,676	1.540	43,500	1.630	46,043
10			1.480	41,806	1.585	44,771	1.675	47,314
11			1.520	42,935	1.630	46,043	1.720	48,585
12			1.560	44,065	1.675	47,314	1.765	49,856
13			1.600	45,195	1.720	48,585	1.810	51,127
14			1.640	46,325	1.765	49,856	1.855	52,398
15			1.685	47,596	1.803	50,929	1.900	53,669
16			1.730	48,867	1.840	51,974	1.945	54,940
17-23			Step 16 * 1.0375	51,189	Step 16 * 1.0375	54,443	Step 16* 1.0375	57,550
24-30			Step 16 * 1.0475	51,677	Step 16 * 1.0475	54,963	Step 16* 1.0475	58,099

***0% with step**

***Step increase for the 2010-2011 instructional year and a \$375.00 stipend to be paid to teachers who did not receive a step increase this year. This is to be paid retroactive to the beginning of the instructional year.**

Pay Periods: It is agreed that teachers shall be given an option of 21 or 26 pay periods annually prior to the beginning of each instructional year. In the event of the need to adjust the pay cycle as a result of leap year, or for reason of good cause (mutually agreed to between the parties), the parties agree to adjust the pay cycle for the affected year only to a 22 pay or 27 pay installment. Notice of such need shall be provided in writing to the employees prior to May 1 of the affected instructional year. Teachers electing to receive 22 installments or summer pay in a lump sum will receive final payment the Friday following the completion of all work and check-out procedures.

SCHEDULE B

EXTRA-DUTY SALARY SCHEDULE

Compensation for extra-duty assignments: Salary shall be determined by multiplying the applicable experience step on the BA+20 column of schedule A-1 by the percentage rate for the activity. As used herein, the phrase “applicable experience step” shall mean the step placement of the teacher on the salary schedule irrespective of column location.

POSITION	PERCENTAGE OF BA+20 COLUMN AT APPROPRIATE STEP
<u>COACHES</u>	
Varsity Head	10
Varsity Assistant	7
J.V. Head	6
J.V. Assistant	5
Frosh Head	5
Varsity Cheerleading Head	5
J.V. Cheerleading Head	4
Jr. High Cheerleading Head	3
Jr. High Head	4
Jr. High Assistant	3
Cross Country Head	10
Golf Head	5
Other Assistants (on approval)	2
<u>OTHER</u>	
Band	8
Jazz	4
Yearbook* HS/MS	5
Gifted & Talented Coordinator	4
HS Student/MS Federation	3.5
Mentor Teacher	2.5
Drug Free Schools Coordinator	3.25
Saturday School, detention or equivalent	\$16.84/hr. rate to increase Same % as base salary.
Play Director (on approval)	4
Chess Club	2
High School Student Senate	3.5 + \$100
Middle School Federation	3.5
National Honor Society	3
Grades 11, 12 Class Sponsor	3.5 + \$100
Grades 10 Class Sponsor	1.5
Grades 6, 7, 8, 9 Class Sponsor	1
School Clubs (on approval)	1
Just Say No	1
Pep Club	3
Summer School	\$22.00/hr.
School Improvement	\$20.00/hr.
Middle School Science Olympiad	\$400.00
Building Team Members	\$20.00/hr.

Additional Activities for Clubs

Negotiable at time of

Summer Curriculum Work

Board approval
\$250.00 payable upon
Board adoption of
Curriculum document

*Extra-duty compensation for this position will not be paid if the activity is part of a regular classroom assignment. It is understood and agreed in such case that the individual undertaking the assignment will not be eligible for an extra-duty assignment. Also, an individual who assumes responsibility for the Yearbook as an extra-duty assignment will not be given another extra-duty assignment.

The extra-duty salary schedule shall be subject to the following terms and conditions:

- A.** Compensation earned by a teacher pursuant to the extra-duty salary schedule shall be subject to the provisions of the Michigan Public School Employees Retirement Act of 1979, as amended.
- B.** Teacher tenure rights shall not be applicable to extra-duty positions.
- C.** Compensation for new bargaining unit position(s) to be included in Schedule B, and/or limited duration assignments, shall be determined through negotiation with the Association.
- D.** Any activity may be temporarily or permanently discontinued.
- E.** In the absence of certified and qualified internal applicants, the Board may assign Schedule B positions/activities to external applicants.
- F.** None of the provisions of this Agreement shall apply to a person who is not a member of the bargaining unit, provided, however, that compensation for any non-bargaining unit member shall not exceed the scheduled rate for the activity.
- G.** All extra-duty positions held by non-bargaining unit personnel will be posted within the bargaining unit each year.
- H.** **Job descriptions will be provided for the appropriate assignments.**

Appendix C
Mendon Community Schools
2010-2011 School Year Calendar

August 31 - Teacher in-service

September 1,2 – Teacher in-service

September 7 – First day of school, ½ day

September 20 – Fair Day – No classes, teacher in-service

November 5 – End 1st marking period

November 10 – Full day of school, parent/teacher conferences 4-8 pm

November 11 – ½ day of school, parent/teacher conferences 1-4 pm

November 12 – No classes

November 25,26 – Thanksgiving break

December 20 - December 31 - Christmas break

January 3 – School resumes

January 17 – Martin Luther King Day – No classes, teacher in-service

January 26 – Full day, exams

January 27, 28 – ½ days – Exams, end semester

February 18 – February 21 – Mid Winter break – No classes

March 8 – ACT testing Juniors only (in school), teacher in-service

March 31 – ½ day of school, parent/teacher conferences 1-4

April 1 – End 3rd marking period, no school

April 3-8 – Spring break

April 22 – Good Friday, no classes

May 30 – No classes, Memorial Day

June 3 – Full day, exams

June 6, 7 – ½ days, exam

June 7 – Last day of school

OTHER PROVISIONS:

1. Faculty meetings will take place the first Wednesday of the month, except for January and April, when vacation schedules will require that the meeting be held on the second Wednesday of the month.
2. Staff dismissal times during the Spring Early Dismissal times will be adjusted according to the following schedule;
3. During the final two half days of school staff may leave after students are released. Staff is responsible to get any required work completed.

Appendix D

**GRIEVANCE REPORT FORM
SMEA/MENDON EDUCATION ASSOCIATION**

Mendon Community Schools
St. Joseph County, Michigan

Grievance # _____ Association Representative _____

NAME OF GRIEVANT	DATE OF INCIDENT	DATE CLAIM FILED

1. Statement of Grievance: _____

2. Applicable Portion(s) of the Agreement: _____

3. Relief Requested: _____

Signature of Grievant or Union Date

Appendix E
MENDON COMMUNITY SCHOOLS
STAFF REQUEST FOR ABSENCE

Directions:

1. **Advanced notification is required. Authorization must be granted prior to the absence (except in cases of emergency).**
2. **Staff member requesting an absence must submit completed form to immediate supervisor/principal.**
3. **Complete Sections 1 and 2 for regular leave. Complete Sections 1 and 3 for Professional Development.**

SECTION 1: (REQUIRED)

Name of Person Requesting Leave: _____ Date Submitted: _____

School/Department: _____

Type of Leave Request (Check one):

- Sick (Complete Section 2)
 Family Illness (Complete Section 2)
 Personal Business (Complete Section 2)
 Curriculum/Prof. Dev. (Complete Section 3)
 Medical Leave (Complete Section 2)
 Vacation (Complete Section 2)
 Jury Duty (Complete Section 2)
 Funeral (Complete Section 2)
 Association Day (Complete Section 2)

SECTION 2:

Date(s)/Hours Absent: _____

- Full Day
 AM Only
 PM Only
 Sub Needed
 No Sub Needed

Signature of Principal/Supervisor: _____ Approved Denied Date: _____

Signature of Superintendent: _____ Approved Denied Date: _____

- Approved – Call AESOP for sub
 Approved – Do not call AESOP for sub

SECTION 3: Complete this section for Curriculum or Professional Development. Must be submitted at least five (5) business days in advance. Complete one form per date/building and event.

- In-District Event
 Out-of-District Event
 Outside of School Calendar/Hours
 Full Day
 AM Only
 PM Only

Destination: _____ Name of Conference/In-Service/Project: _____

Date(s)/Duration of Absence: _____ Registration _____

Sub Needed
 No Sub Needed
 Lodging _____

Account #: _____ Total Cost _____

MUST BE COMPLETED

Type of Professional Development (Check one):

<input type="checkbox"/> IDP Specified	<input type="checkbox"/> School Improvement Related	<input type="checkbox"/> Mentoring	<input type="checkbox"/> MEA Workshop	<input type="checkbox"/> ISD Workshop	<input type="checkbox"/> IHE Workshop	<input type="checkbox"/> Coursework	<input type="checkbox"/> Center Workshop	<input type="checkbox"/> State or Regional Workshop
Participation in professional development as specified in an Individual Development Plan	Participation in school or district group related to the School Improvement Plan/Curriculum Development	Professional development directed to the novice teacher or the mentor teacher	Professional growth experience sponsored or provided by the local district	Professional development sponsored or made available by an Intermediate School District	Workshop sponsored or made available by a college or university	Coursework taken for credit at an institution of higher education	Professional development made available by a Math/Science Center	Participation in state or regional association conference
Hours _____	Hours _____	Hours _____	Hours _____	Hours _____	Hours _____	Hours _____	Hours _____	Hours _____

Briefly state type of activity: _____

Building Principal Signature: _____ Date: _____

Superintendent Signature: _____ Date: _____

Appendix F – Form A
Mendon Community Schools
Teacher Evaluation Form

CLASS/SUBJECT _____ OBSERVATION TIME _____ TEACHER _____
CLASS/SUBJECT _____ OBSERVATION TIME _____ TEACHER _____
CLASS/SUBJECT _____ OBSERVATION TIME _____ TEACHER _____
CLASS/SUBJECT _____ OBSERVATION TIME _____ TEACHER _____
CLASS/SUBJECT _____ OBSERVATION TIME _____ TEACHER _____
CLASS/SUBJECT _____ OBSERVATION TIME _____ TEACHER _____

RATING SCALE DEFINED: SATISFACTORY – MEETINGS MINIMUM PERFORMANCE REQUIREMENTS. NEEDS IMPROVEMENT – NEEDS TO IMPROVE TO MEET MINIMUM PERFORMANCE REQUIREMENTS. UNSATISFACTORY – UNACCEPTABLE PERFORMANCE, DOES NOT MEET REQUIREMENTS

<u>A. PROFESSIONAL PERFORMANCE</u>	<u>SAT.</u>	<u>NEEDS IMPR.</u>	<u>UNSAT.</u>
☞ 1. SHOWS LOYALTY AND COOPERATION	_____	_____	_____
2. DISPLAYS A POSITIVE RELATIONSHIP WITH FACULTY AND STAFF.	_____	_____	_____
3. DEMONSTRATES EFFECTIVE DAILY PREPARATION.	_____	_____	_____
4. REACTS RATIONALLY TO CONSTRUCTIVE CRITICISM.	_____	_____	_____
5. DEMONSTRATES INITIATIVE AND RESOURCEMENT.	_____	_____	_____
6. DISPLAYS PROMPTNESS AND DEPENDABILITY.	_____	_____	_____
☞ 7. DEMONSTRATES CONTINUED PROFESSIONAL GROWTH AND INTEREST.	_____	_____	_____
8. DEMONSTRATES A PROFESSIONAL ATTITUDE.	_____	_____	_____
☞ 9. EVIDENCES PROMPTNESS AND CONSISTENCY IN COMPLETING REQUIRED CLERICAL AND ROUTINE DUTIES.	_____	_____	_____
 <u>B. BEHAVIOR TOWARD PUPILS AND COMMUNICATION WITH PARENTS.</u>			
1. SHOWS INTEREST IN PUPILS.	_____	_____	_____
2. SOLICITS PUPILS' POINTS OF VIEW.	_____	_____	_____
3. SECURES COOPERATION OF PUPILS.	_____	_____	_____
4. DEMONSTRATES CONCERN FOR PUPILS OUTSIDE THE CLASSROOM.	_____	_____	_____
5. EVIDENCES A WILLINGNESS TO COMMUNICATE AND WORK WITH PARENTS.	_____	_____	_____

	NEEDS		
	<u>SAT.</u>	<u>IMPR.</u>	<u>UNSAT.</u>
C. <u>SCHOLARSHIP</u>			
1. DEMONSTRATES KNOWLEDGE OF SUBJECT MATTER.	___	___	___
2. DEMONSTRATES SKILLS IN APPLYING KNOWLEDGE.	___	___	___
D. <u>CLASSROOM PERFORMANCE</u>			
1. EXHIBITS EFFECTIVE CLASSROOM ORGANIZATION, CONTROL AND MANAGEMENT	___	___	___
2. HANDLES PROBLEMS OF DISCIPLINE EFFECTIVELY.	___	___	___
3. ADAPTS MATERIALS TO NEEDS AND INTERESTS OF STUDENTS.	___	___	___
4. GIVES DEFINITE, REASONABLE ASSIGNMENTS.	___	___	___
5. DEMONSTRATES SKILL IN DIRECTING SUPERVISED STUDY.	___	___	___
6. PROVIDES INDIVIDUAL ASSISTANCE TO STUDENTS.	___	___	___
7. USES A VARIETY OF LEARNING EXPERIENCES.	___	___	___
8. USES A VARIETY OF INSTRUCTIONAL MATERIALS.	___	___	___
9. DISPLAYS AN AWARENESS OF THE EMOTIONAL ATMOSPHERE OF THE CLASSROOM.	___	___	___
10. IDENTIFIES LEARNING OPPORTUNITIES.	___	___	___
11. INVOLVES PUPILS IN PLANNING.	___	___	___
12. PROVIDES FOR INDIVIDUAL DIFFERENCES.	___	___	___
13. EVALUATES PUPILS PROGRESS EFFECTIVELY.	___	___	___
14. SHOWS RESPONSIBILITY IN THE CARE OF SCHOOL PROPERTY AND EQUIPMENT.	___	___	___
15. PROVIDES PHYSICAL ATMOSPHERE CONDUCTIVE TO LEARNING.	___	___	___
E. <u>PERSONAL BEHAVIOR AND APPEARANCE</u>			
1. SHOWS ENTHUSIASM AND INTEREST.	___	___	___
2. DEMONSTRATES EMOTIONAL STABILITY.	___	___	___
3. EXHIBITS POISE AND SELF CONFIDENCE.	___	___	___
4. DISPLAYS A WILLINGNESS TO SHARE IDEAS AND MATERIALS.	___	___	___
5. EXHIBITS A WILLINGNESS TO SEEK HELP WHEN NEEDED.	___	___	___
6. EVIDENCES TACT AND COURTESY TO STAFF AND STUDENTS.	___	___	___
7. EXHIBITS HARMONY WITH MORAL, SOCIAL AND PROFESSIONAL STANDARDS.	___	___	___
8. SHOWS RESPONSIBILITY IN PROFESSIONAL DRESS AND GROOMING.	___	___	___
F. <u>EFFECTIVENESS</u>			
1. WHAT IS YOUR OVERALL EVALUATION OF THIS TEACHER'S EFFECTIVENESS?	___	___	___

G. EXPLAIN THOSE AREAS RATED UNSATISFACTORY:

H. SUGGESTIONS FOR IMPROVEMENT:

I. OTHER COMMENTS:

J. PROGRESS TOWARD MEETING GOALS OF IDP.

EVALUATOR

TEACHER

MENDON COMMUNITY SCHOOLS – TEACHER EVALUATION FORM B

CLASSROOM / SUBJECT: _____
OBSERVATION TIME: _____
TEACHER / COUNSELOR: _____

CLASSROOM / SUBJECT: _____
OBSERVATION TIME: _____
TEACHER / COUNSELOR: _____

CLASSROOM / SUBJECT: _____
OBSERVATION TIME: _____
TEACHER / COUNSELOR: _____

CLASSROOM / SUBJECT: _____
OBSERVATION TIME: _____
TEACHER / COUNSELOR: _____

CLASSROOM / SUBJECT: _____
OBSERVATION TIME: _____
TEACHER / COUNSELOR: _____

Comments on Observations:

Suggestions:

SIGNATURE OF TEACHER

SIGNATURE OF EVALUATOR

EVALUATION CRITERIA

- I. General Routine
 - A. Promptness and dependability
 - B. Handling routine duties, assignments and reports
 - C. Physical condition of teaching area

- II. Classroom Management
 - A. Classroom management, organization and control
 - B. Handling of discipline problems
 - C. Physical condition of teaching area

- III. Lesson Preparation
 - A. Mastery of subject matter
 - B. Holding pupil attention
 - C. Skill in questioning
 - D. Clarity of illustrations and prepared material
 - E. Ability to create and utilize learning situations
 - F. Balance of pupil-teacher situation
 - G. Skill in directed study
 - H. Providing for individual differences
 - I. Skill in making and giving tests
 - J. Curriculum development and innovation
 - K. Teacher made materials

- IV. Personal Attitudes
 - A. Personal appearance
 - B. Classroom personality
 - C. Physical fitness and vigor
 - D. Voice
 - E. English
 - F. Sense of humor
 - G. Poise, self-confidence and control
 - H. Maturity
 - I. Sympathetic understanding

- V. Professional Attitudes
 - A. Loyalty and cooperation
 - B. Harmony with other staff members
 - C. Enthusiasm for teaching
 - D. Tactfulness, courtesy and judgment
 - E. Respect and admiration from pupils
 - F. Willingness to work with parents
 - G. Harmony with moral, social and professional standards

- I. Continued professional growth and interest

**Letter of Agreement
Between the
Mendon Community Schools Board of Education
And the
Mendon Education Association/SMEA/MEA**

RE: Negotiation of new Longevity Pay for 2005-2007 Master Agreement

During the negotiations of the 2005-2007 Master Agreement, the parties agreed to add 3 years of longevity pay at the amount of one thousand dollars (\$1,000) above the employee's current Schedule A Step. The eligibility for the longevity pay is outlined in Schedule A-1.

This newly negotiated provision is intended to replace Article 13, Section A. However, it is recognized that there may be some employees who qualify for Article 13, Section A, but might not qualify for the full three years of newly bargained longevity pay. Therefore, through the 2008-2009 school year, employees may choose between the provision found in Article 13, Section A or the newly negotiated Longevity Pay.

After the 2008-2009 school year, Article 13, Section A shall terminate and no longer remain as a provision in the Master Agreement.

Additionally, the deadline for notification of intent to receive longevity pay of July 1st will be waived for the 2005-2006 school year. Employees intending to select this compensation will be required to notify the employer by no later than September 15, 2005.

For the Employer

Date

For the Association

Date

**Letter of Agreement
Between the
Mendon Community Schools Board of Education
And the
Mendon Education Association/SMEA/MEA**

RE: 2006-2007 Salary and Calendar Re-opener

The parties agree that the 2005-2007 Master Agreement includes a reopening of the salary schedule and calendar only.

Chuck Frisbie
For the Employer

October 17, 2005
Date

Bill Heflin
For the Association

October 17, 2005
Date

**Letter of Agreement
Between the
Mendon Community Schools Board of Education
And the
Mendon Education Association/SMEA/MEA**

RE: 2006-2009 Calendar Re-opener

The parties agree that the 2006-2009 Master Agreement includes a reopening of the calendar only.

For the Employer

Date

For the Association

Date