

6729

8/2001

**1996 - 2001**

**MASTER AGREEMENT**

**BETWEEN THE**

**MENDON COMMUNITY  
SCHOOLS**

**AND THE**

**SOUTHWESTERN  
MICHIGAN EDUCATION  
ASSOCIATION**

*Mendon Community Schools*

1990-1991

STATE OF ARIZONA

LEGISLATURE

LEGISLATIVE COMMITTEE  
ON EDUCATION

AND THE

FOURTH DISTRICT  
MICHIGAN EDUCATION  
ASSOCIATION

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## ARTICLE 1

### 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 as 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been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.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 phases hereinafter set forth shall have the following meaning:

1. "**Association**" means the Mendon Education Association, an affiliate of the recognized bargaining agent, 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. "**DWSIT**" means District Wide School Improvement Team
7. 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 one-half (1/2) day or one whole day.

## 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 1; 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 other 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 has 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 building.

- 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 member of the Association in good standing 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 Board, 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 such deduction, together with a listing of each teacher for whom deductions were made, except that the Board shall not 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 a paid leave of absence or receiving 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 deductions other than to correct 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.

**(8) 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 DWSIT will review curriculum revision proposals developed by staff members through their curriculum development committee(s). Such review may lead to referral back to the curriculum development committee with suggestions for improvements, or approval and referral on to the Board of Education's standing committee on Curriculum and Co-Curriculum. The final decision remains with the Board of Education.
- D. Teachers, Building Teams, the Committee and the DWSIT will advise the Board of Education on means and methods of instruction, the selection of textbooks and other teaching materials. The final decision remains with the Board of Education.
- E. The exercise of the foregoing powers, rights authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms 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. Work Day.

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 the designated person 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 Middle School and High School teacher workday shall begin at 7:50 a.m., Monday through Friday, as per the negotiated calendar.
3. The Elementary School workday shall begin at 7:50 a.m., Monday through Friday, as per the negotiated calendar.
4. The annual school calendar will include a schedule of early student dismissals which will provide teachers a minimum of twenty (20) hours throughout the school year for planning and collaboration during the workday.
5. All teachers may leave any time after responsibilities relating to teaching have been completed and the buses are successfully out of the bus loading area.
6. If a teacher has a conference with a parent, the teacher shall provide a sufficient period of time to consult with the parent. 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.

**B. Work year**

1. The teacher work year for 1996-97 will consist of 183 workdays.  
The teacher work year for 1997-98 will consist of 184 workdays.  
The teacher work year for 1998-99 will consist of 185 workdays.  
The teacher work year for 1999-00 will consist of 186 workdays.

These additional workdays shall be paid by adding the additional per diem costs as per the following example:

1995-96 Base Salary, \$21,907 x 1.0225 (raise factor) = \$22,400

$\$22,400 \div 182 = \$123.00$  (per diem rate)

$\$22,400 + \$123.00 = \$22,523 = 1996-97$  Base Salary

2. The annual school calendar reflecting these workdays will be negotiated and included as a part of this agreement.
3. The parties agree that the issue of increasing the number of workdays beyond those established above, as well as the compensation for the additional work, shall be a negotiable issue.
4. 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. Work load**---The parties agree that instructional hours will be automatically increased when needed to meet state requirements. Adjustment(s) in the instructional schedule necessary to meet the required level of total instructional hours must be made in collaboration with the designated Association representatives.

**1. Secondary (Grades 6-12)**

- a. The weekly teaching load will be 30 teaching periods in the middle school and 25 teaching periods in the high school.
- b. The school year teaching load for the secondary, shall not exceed:  
1996-97 1069.75 instructional hours. The instructional hours for the subsequent years of this agreement shall be determined as stated above in paragraph C.

2. Each teacher in the middle and high school will have 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.
3. **Elementary-** The school year teaching load for the elementary, shall not exceed:  
1996-97 1022.25 instructional hours  
1997-98 1047 instructional hours  
1998-99 1053 instructional hours  
1999-00 1104 instructional hours.
4. Lunchroom supervision will not be required duty for secondary teachers.
5. All full time certified Elementary staff will be given a lunch and regular preparation period, unassigned from other duties, of not less than 50 consecutive minutes for the upper elementary and not less than 45 consecutive minutes for the lower elementary.  
Elementary teachers may use for unassigned preparation all time during which their classes are receiving instruction from various teaching specialists or are on recess.
6. Preparation periods are lost to the teacher when the schedule has been changed due to student assemblies, field trips, pep sessions, and any other activity that may cause a change.

**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 faculty meetings. Emergency faculty meetings may be called without 24 hours notice when deemed necessary by the members of the Building Team.

3. With respect to professional staff meetings 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, provided that the aggregate amount of time to be set aside shall not normally exceed one (1) clock hour per month, except as staff members may otherwise mutually agree.
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- 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 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 an additional thirty (\$30) dollars for each teaching period.
  - H. If a teacher is contracted to teach more than the normal teaching load as set forth in this Article, he/she shall receive one-fifth (1/5) of his/her base salary for each additional period taught.

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/educational guidance workshops, parental contact, and job and educational placement activities.
- K.** Curriculum 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.



## ARTICLE 5

### TEACHING CONDITIONS

A. **Class Size.** The Board recognizes that the pupil-teacher ratio is an important aspect of the educational 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 computer, typing and drafting 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 Ed, Chapter I, 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 building team. Building team recommendations regarding the issue will be processed consistent with the governance model.

B. The Board will ask for recommendations from the Building Team and the DWSIT on textbooks and capital purchases.

C. The Board shall make available restroom and lavatory facilities for the teachers. Each school shall have one room which shall be used by the faculty for a lounge.

**D.** The Board shall provide:

1. A separate desk for each teacher in the district with lockable drawer space.
2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
3. Adequate chalkboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
5. A dictionary in every classroom.
6. Adequate storage space and file cabinets in each classroom for instructional materials.
7. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.

**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 continue to work in those areas.

**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 retire, 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.
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.
4. **Filling Vacancies:** A vacancy shall be filled with the most senior applicant in terms of continuous service, who is certified and qualified for the position.  
For the purposes of this Article "qualified" shall mean that the teacher has
  - a. a major or minor in the subject area, or appropriate endorsement, 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.

- B. Schedules.** Subject to the provision of Article 12, all teachers shall be given written notice of their schedules for the forthcoming year no later than July 10. In the event 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 the Association 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. 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.

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 does not have a teacher-sponsor, the Administration will have the right to assign a teacher as a group sponsor in accordance with the following guidelines:

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 Programs**

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 shall only be assigned instruction related responsibilities at a host school.
7. An exchange teacher 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 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.  
The schedule shall accommodate and make up for all required planning time.
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.

## ARTICLE 7

### LEAVE OF ABSENCE

#### A. Leaves of Absence With Pay.

1. Full-time contracted teachers will be credited with 12 days 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.
2. 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' 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 reasonably be scheduled outside the regular workday. Such leave shall not be used for other employment or the seeking of other employment.

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 on 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 a teacher from rendering professional services. 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 anticipatable 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 (for 1996-97 \$55.00) of the substitute teacher for all other days.
- 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 served 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 or disease sustained or contracted during the course of employment by the Mendon Community Schools and is not compensable under the Michigan Worker's Compensation Law shall have their absences treated in the following manner:
    - a. Up to seven (7) days of absence for each separate occurrence shall not be deducted from the teachers accumulated paid leave.



b. Each additional day of absence, or portion thereof, shall be treated the same as any other illness or disability with those days absent deducted from any paid leaves of absence that the teacher has accumulated.

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 compensable 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 portion 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 MESSA insurance benefits, under the terms of MESSA's guidelines, during any leave period when not provided by the Board.

**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 65 calendar days before the leave is to take effect, 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 MESSA Health Insurance for a minimum of twelve (12) weeks , provided the teacher was enrolled in the MESSA Health Insurance Program prior to the time the leave was granted.

3. **Family and Medical Leave.** The Board shall 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 MESSA Health Insurance for a minimum of twelve (12) weeks, provided the teacher was enrolled in the MESSA health Insurance Program prior to the time the leave was granted.

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.

5. **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, states, 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 professional responsibilities, providing said teacher states, in writing, 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 had he/she taught in the system during such period.

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 shall be used in increments of one half ( 1/2 ) day or one ( 1 ) whole workday.

## 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, effective 94-95)
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 (Effective for Mentor/Mentee relationships established 1997-98). 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 the 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.
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 Twenty (20) days 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 initial observation for non-tenure teachers. Teacher evaluation Form B shall be used for other observations for non-tenure and tenure teachers at the option of the administration. Forms shall be as found in Appendix F.

### **C. Appeal Procedure.**

Disagreement with an evaluation which cannot be resolved through supervisory conferences is to be resolved by the procedure outlined below: (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.

## 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 Procedure.** 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 no 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 the 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. 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.

**Interpretation.** For the purpose of this Article:

- A. 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. For 7-12, a major or minor in the subject area(s) is also required.
  - 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 areas(s) plus any additional requirements established by state or federal law and regulations or the Department of Education.
- B. "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. 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.
- C. "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**

**RETIREMENT**

- A. Upon retirement from the Mendon Community Schools and final acceptance of the employee by the Michigan Teachers Retirement System, the Board will pay the retiring teacher a total of \$25.00 for each accumulated sick day up to 90 days. Payment to be two months after the teacher receives their first check from the Michigan Teachers Retirement System.
  
- B. The terms and conditions of an Early Retirement Incentive plan, (ERI), or any such plan, shall be subject to negotiations and will be included in this Master Agreement.

## 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 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 is not satisfied with the disposition of the grievance by the Superintendent, it 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 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 is 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 proceedings 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 and the Association, 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 Grievant 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.** Forms for the filing of grievances are a 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 directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is reported in writing to the teacher within two (2) 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. The DWSIT and/or the Building Team has the responsibility for scheduling and/or approving these programs, except in cases involving Individual Development Plans. The DWSIT Building Team shall determine appropriate expenditures of professional development monies obtained through the Section 1526 grant and/or other similar sources of revenue intended for professional development activities.

## 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.
- 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.



**ARTICLE 22**

**FRINGE BENEFITS**

A. **MESSA PAK INSURANCE PROGRAM.** Subject to the conditions set forth herein, each full-time teacher shall have the right to elect either Plan "A", Plan "B", Plan "C", or Plan "D".

**Plan "A". For employees electing health insurance.**

The Board will pay on behalf of each eligible teacher needing health coverage the applicable premium as determined hereafter for the following described MESSA-PAK fringe benefit plan, namely:

	<b>1996-97 Monthly Cost</b>
Super Q 100 Health Insurance Plan	\$426.69
Delta Dental Plan C03 (50/50/50: \$1,000 max for Class I and II)	
Vision VSP-2	
Negotiated Life \$10,000 AD & D	
Transition to Super Q to be effective 4-1-97	

**Plan "B". Alternative for employees not electing health insurance** \$119.67

As an alternative to Plan A the employee may elect the following benefits package:

	<b>1996-97 Monthly Cost</b>
Delta Dental Plan 100:90/90/90: \$1500 with 4 Cleanings (\$1000 Maximum for Class I & II)	\$ 76.37
VSP-3 Plus	\$ 27.16
Negotiated Life \$50,000 with AD & D	\$ 16.14
\$2000 Spouse Dependent Life	
\$2000 Children Dependent Life	
*Sec. 125 cash option in lieu of health insurance	*\$ 67.00

\*This amount will be adjusted on an annual basis consistent with the annual % increases in the St. Joseph County Member Only rate for MESSA Super Care I health insurance.

**Plan "C". Alternative for employees not electing health insurance** \$ 61.09

The Board will pay on behalf of each eligible teacher not electing Plan "A" or Plan "B" the applicable premium as determined hereafter for the following described MESSA-PAK fringe benefit plan, namely:

		<b>1996-97 Monthly Cost</b>
Delta Dental Plan	100:50/50/50:\$1,000 (\$1000 Maximum for Class I & II)	\$ 43.54
VSP-2		\$ 14.45
Negotiated Life	\$10,000 with AD & D	\$ 3.10
*Section 125 Cash Option in lieu of health insurance		*\$ 198.00

\*This amount will be adjusted on an annual basis consistent with the annual % increases in the St. Joseph County Member Only rate for MESSA Super Care I health insurance.

**Plan "D". Alternative for employees not electing health insurance**

The Board will pay on behalf of each eligible teacher not electing Plan "A", Plan "B" or Plan "C" the applicable premium as determined hereafter for the following described MESSA-PAK fringe benefit plan, namely:

		<b>1996-97 Monthly Cost</b>
Negotiated Life	\$10,000 with AD & D	\$ 3.10
*Section 125 Cash Option in lieu of health insurance		*\$ 251.00

\*This amount will be adjusted on an annual basis consistent with the annual % increases in the St. Joseph County Member Only rate for MESSA Super Care I health insurance.

The Mendon Board of Education will maintain a written qualified Salary Reduction plan document under IRS Section 125. This plan will allow the employee to take the above cash options under a qualified Section 125 Salary Reduction Agreement and/or direct their cost toward the purchase of any other available MESSA insurance options.

This Section 125 Plan is designed to replace a Tax Sheltered Annuity option and to eliminate the potential for having the option adversely affect the tax exempt status of all other Employer paid benefits. Employees wishing to continue electing the TSA option will be provided a vehicle to maintain their options through an IRS qualified Salary Reduction Program. MEA Financial Services shall be one of the companies available to bargaining unit members.

**B. Insurance Deductible** The Board agrees to reimburse each employee, for eligible expenses incurred in satisfying the applicable individual or family calendar year deductible in accordance with the following :

Reimbursements will be made by separate check within for (4) days following the regular school board meeting in September, December, March, and June. Copies of MESSA Benefit Worksheets shall be submitted by each employee to the Business Office before the tenth (10th) of the month prior to the applicable reimbursement date.

## 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, alteration 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

### PROFESSIONAL COUNCIL

- A. Purpose. The Professional 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. Each party shall, in addition to the Superintendent and the Uniserv Director, be entitled to four (4) Council representatives.
- C. Meetings. Meetings may be called by either party.

## ARTICLE 25

### GENERAL COMPENSATION PROVISIONS

- A. All teachers employed shall 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.
- C. Staff members who are planning to attend summer classes must complete a "Request for Scheduled Change" form on or before May 15th of the work year proceeding such attendance. A teacher who fails to comply with this requirement will not be compensated for such earned credits for the succeeding work year.
- 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 :

1. payments divided by thirds, payable within the first two pay periods of the assignment/season, mid assignment/season, and at the end of the regular assignment/season, and included with the regular bi-weekly paycheck; or
2. payment in one lump sum at the end of the season included with the regular bi-weekly paycheck.

Payments, when made, will include an itemized accounting of the sources of the earnings.

- 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. The current rate is 31.5 cents per mile.

- F.** Teachers employed for less than the normal teaching load of six periods shall receive one-fifth of his/her base salary for each period taught and shall not be required to be in attendance any period other than the periods he/she is contracted to teach.
- G.** A teacher with no teaching experience shall be placed at Step 3 of the appropriate lane. Newly hired experienced teachers shall be placed so as to provide full credit for teaching experience, i.e., 5 years experience placed at step 8 etc.
- H.** Teachers who have not completed at least twenty (20) semester hours of credit beyond the BA degree shall not advance beyond Step 8 of the salary Schedule.
- I.** A teacher hired at mid year 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.

**SCHEDULE A-1**

**SALARY SCHEDULE: -1996-97**

**1996-97 Base Salary = \$22,523**

<b>Step</b>	<b>BA Index</b>	<b>BA Salary</b>	<b>BA+20 Index</b>	<b>BA+20 Salary</b>	<b>MA Index</b>	<b>MA Salary</b>
<b>3</b>	1.06	<b>23874</b>	1.085	<b>24437</b>	1.135	<b>25564</b>
<b>4</b>	1.095	<b>24663</b>	1.12	<b>25226</b>	1.18	<b>26577</b>
<b>5</b>	1.13	<b>25451</b>	1.16	<b>26127</b>	1.225	<b>27591</b>
<b>6</b>	1.165	<b>26239</b>	1.20	<b>27028</b>	1.27	<b>28604</b>
<b>7</b>	1.20	<b>27028</b>	1.24	<b>27929</b>	1.315	<b>29618</b>
<b>8</b>	1.235	<b>27816</b>	1.28	<b>28829</b>	1.36	<b>30631</b>
<b>9</b>			1.32	<b>29730</b>	1.405	<b>31645</b>
<b>10</b>			1.36	<b>30631</b>	1.45	<b>32658</b>
<b>11</b>			1.40	<b>31532</b>	1.495	<b>33672</b>
<b>12</b>			1.44	<b>32433</b>	1.54	<b>34685</b>
<b>13</b>			1.48	<b>33334</b>	1.585	<b>35699</b>
<b>14</b>			1.52	<b>34235</b>	1.63	<b>36712</b>
<b>15</b>			1.56	<b>35136</b>	1.675	<b>37726</b>
<b>16</b>			1.60	<b>36037</b>	1.72	<b>38740</b>
<b>17</b>			1.64	<b>36938</b>	1.765	<b>39753</b>
<b>18</b>			1.726	<b>38875</b>	1.83	<b>41217</b>

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**SCHEDULE A-1**

**SALARY SCHEDULE: -1997-98**

**1997-98 Base Salary = \*\$23,212**

<b>Step</b>	<b>BA Index</b>	<b>BA Salary</b>	<b>BA+20 Index</b>	<b>BA+20 Salary</b>	<b>MA Index</b>	<b>MA Salary</b>
3	1.06	24605	1.085	25185	1.135	26346
4	1.095	25417	1.12	25997	1.18	27390
5	1.13	26230	1.16	26926	1.225	28435
6	1.165	27042	1.20	27854	1.27	29479
7	1.20	27854	1.24	28783	1.315	30524
8	1.235	28667	1.28	29711	1.36	31568
9			1.32	30640	1.405	32613
10			1.36	31568	1.45	33657
11			1.40	32497	1.495	34702
12			1.44	33425	1.54	35746
13			1.48	34354	1.585	36791
14			1.52	35282	1.63	37836
15			1.56	36211	1.675	38880
16			1.60	37139	1.72	39925
17			1.64	38068	1.765	40969
18			1.73	40157	1.83	42478

\*The Base Salary for 1997-98 shall increase to \$23,268 if the blended student counts from February 1997 and October 1997 is 760 or higher. "Blended count" to be calculated as follows: The sum of the February 1997 State Aid membership count (General Ed K-12 + Special Ed K-12) plus the October 1997 State Aid membership count (General Ed K-12 + Special Ed K-12) divided by two shall yield the "blended count".

**SCHEDULE A-1**

**SALARY SCHEDULE: -1998-99**

**1998-99 Base Salary = \*\$23,980**

<b>Step</b>	<b>BA Index</b>	<b>BA Salary</b>	<b>BA+20 Index</b>	<b>BA+20 Salary</b>	<b>MA Index</b>	<b>MA Salary</b>	<b>MA+20 Index</b>	<b>MA+20 Salary</b>
<b>3</b>	1.06	<b>25419</b>	1.085	<b>26018</b>	1.135	<b>27217</b>	1.225	<b>29376</b>
<b>4</b>	1.095	<b>26258</b>	1.12	<b>26858</b>	1.18	<b>28296</b>	1.27	<b>30455</b>
<b>5</b>	1.13	<b>27097</b>	1.16	<b>27817</b>	1.225	<b>29376</b>	1.315	<b>31534</b>
<b>6</b>	1.165	<b>27937</b>	1.20	<b>28776</b>	1.27	<b>30455</b>	1.36	<b>32613</b>
<b>7</b>	1.20	<b>28776</b>	1.24	<b>29735</b>	1.315	<b>31534</b>	1.405	<b>33692</b>
<b>8</b>	1.235	<b>29615</b>	1.28	<b>30694</b>	1.36	<b>32613</b>	1.45	<b>34771</b>
<b>9</b>			1.32	<b>31654</b>	1.405	<b>33692</b>	1.495	<b>35850</b>
<b>10</b>			1.36	<b>32613</b>	1.45	<b>34771</b>	1.54	<b>36929</b>
<b>11</b>			1.40	<b>33572</b>	1.495	<b>35850</b>	1.585	<b>38008</b>
<b>12</b>			1.44	<b>34531</b>	1.54	<b>36929</b>	1.63	<b>39087</b>
<b>13</b>			1.48	<b>35490</b>	1.585	<b>38008</b>	1.675	<b>40167</b>
<b>14</b>			1.52	<b>36450</b>	1.63	<b>39087</b>	1.72	<b>41246</b>
<b>15</b>			1.56	<b>37409</b>	1.675	<b>40167</b>	1.765	<b>42325</b>
<b>16</b>			1.60	<b>38368</b>	1.72	<b>41246</b>	1.83	<b>43883</b>
<b>17</b>			1.64	<b>39327</b>	1.765	<b>42325</b>	1.875	<b>44962</b>
<b>18</b>			1.73	<b>41485</b>	1.84	<b>44123</b>	1.92	<b>46042</b>

\*The Base Salary for 1998-99 shall increase to \$24,038 if the blended student counts from February 1998 and October 1998 is 765 or higher. "Blended count" to be calculated as follows: The sum of the February 1998 State Aid membership count (General Ed K-12 + Special Ed K-12) plus the October 1998 State Aid membership count (General Ed K-12 + Special Ed K-12) divided by two shall yield the "blended count".

**SCHEDULE A-1**

**SALARY SCHEDULE: -1999-00**

**1999-00 Base Salary = \*\$24,953**

<b>Step</b>	<b>BA Index</b>	<b>BA Salary</b>	<b>BA+20 Index</b>	<b>BA+20 Salary</b>	<b>MA Index</b>	<b>MA Salary</b>	<b>MA+20 Index</b>	<b>MA+20 Salary</b>
3	1.06	26450	1.085	27074	1.135	28322	1.225	30567
4	1.095	27324	1.12	27947	1.18	29445	1.27	31690
5	1.13	28197	1.16	28945	1.225	30567	1.315	32813
6	1.165	29070	1.20	29944	1.27	31690	1.36	33936
7	1.20	29944	1.24	30942	1.315	32813	1.405	35059
8	1.235	30817	1.28	31940	1.36	33936	1.45	36182
9			1.32	32938	1.405	35059	1.495	37305
10			1.36	33936	1.45	36182	1.54	38428
11			1.40	34934	1.495	37305	1.585	39551
12			1.44	35932	1.54	38428	1.63	40673
13			1.48	36930	1.585	39551	1.675	41796
14			1.52	37929	1.63	40673	1.72	42919
15			1.56	38927	1.675	41796	1.765	44042
16			1.60	39925	1.72	42919	1.83	45664
17			1.64	40923	1.765	44042	1.875	46787
18			1.73	43169	1.84	45914	1.92	47910

\*The Base Salary for 1999-00 shall increase to \$24,953 if the blended student counts from February 1999 and October 1999 is 770 or higher. "Blended count" to be calculated as follows: Twenty-five percent (25%) of February 1999 and 75% of September, 1999.

**SCHEDULE A-1**

**SALARY SCHEDULE: -2000-01**

**2000-01 Base Salary = \*\$25,840**

<b>Step</b>	<b>BA Index</b>	<b>BA Salary</b>	<b>BA+20 Index</b>	<b>BA+20 Salary</b>	<b>MA Index</b>	<b>MA Salary</b>	<b>MA+20 Index</b>	<b>MA+20 Salary</b>
3	1.06	27930	1.085	28036	1.135	29328	1.225	31654
4	1.095	28295	1.12	28941	1.18	30491	1.27	32817
5	1.13	29199	1.16	29974	1.225	31654	1.315	33980
6	1.165	30104	1.20	31008	1.27	32817	1.36	35142
7	1.20	31008	1.24	32042	1.315	33980	1.405	36305
8	1.235	31912	1.28	33075	1.36	35142	1.45	37468
9			1.32	34109	1.405	36305	1.495	38631
10			1.36	35142	1.45	37468	1.54	39794
11			1.40	36176	1.495	38631	1.585	40956
12			1.44	37210	1.54	39794	1.63	42119
13			1.48	38243	1.585	40956	1.675	43282
14			1.52	39277	1.63	42119	1.72	44445
15			1.56	40310	1.675	43282	1.765	45608
16			1.60	41344	1.72	44445	1.83	47287
17			1.64	42378	1.765	45608	1.875	48450
18			1.73	44703	1.84	47546	1.92	49613

\*The \$25,840 base reflects a 3% increase as per agreement. Twenty percent (20%) of the February 2000 State Aid membership count (General Ed K-12 + Special Ed K-12) plus eighty percent (80%) of the September 2000 State Aid membership count (General Ed K-12 + Special Ed K-12) shall yield the "blended count." One-half percent (.5%) will be added if we hit 800, as described on page 63.

	BA+20	MA	MA+20
Longevity for Steps 19-25 @ 1.5% (Salary for 2000-2001)	\$45,374	\$48,259	\$50,357
Longevity for Steps 26-30 @ 2.5%	\$45,821	\$48,735	\$50,853

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

**SCHEDULE B  
EXTRA-DUTY SALARY SCHEDULE**

**Compensation for extra-duty assignments** (both on and off staff) 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.

<b>POSITION</b>	<b>PERCENTAGE OF B.A.+20 COLUMN AT APPROPRIATE STEP</b>
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**COACHES**

Varsity Head	10
Varsity Assistant	7
J.V. Head	6
J.V. Assistant	5
Frosh Head	5
Varsity Cheerleading Head	5
Cheerleading Assistant/Jr. High Head	3
Jr. High Head	4
Jr. High Assistant	3
Cross Country Head	6
Golf Head	5
Other Assistants (on approval)	2

**OTHER**

Band	8
Choir	4
Yearbook* HS/MS	5
Gifted & Talented Coordinator	4
Middle School Coordinator	one released period
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
Student Senate	2.5
National Honor Society	3
Grades 11, 12 Class sponsor	3.5
Grade 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
Coat-Tales	4
Summer School	\$22.00/hr

NCA Goals Committee (School Improvement)	\$20.00/hr
Building Team Members	\$20.00/hr
DWSIT-Members	\$20.00/hr
Driver Education (rate per hour)	\$\$22.00/hr
Additional Activities or Clubs	Negotiable at time of Board approval
Summer Curriculum Work	\$20.00/hr
Curriculum Study Committee	\$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

**Appendix C**

**Mendon Community Schools  
1999-2000 SCHOOL YEAR CALENDAR**

Thursday/Friday	August 19-20	Staff Days
Monday	August 23	Half Day for Students
Tuesday	August 24	First Full Day for Students
Wednesday	September 1	Early dismissal
Monday	September 6	Labor Day – No School
Monday	September 20	Half Day for Students
Wednesday	September 29	Early Dismissal
Wednesday	October 6	Early Dismissal
Wednesday	October 27	Early Dismissal
Wednesday	November 3	Early Dismissal/P-T 3:00-7:00 p.m.
Thursday	November 4	P-T Conferences 4:00–7:00 p.m.
Friday	November 5	No School
Thursday/Friday	November 25-26	No School/Thanksgiving Break
Wednesday	December 1	Early dismissal
	Dec. 20-31	No School/Christmas Break
Wednesday	January 5	Early Dismissal
Friday	January 14	Half Day for Students/End of Semester
Wednesday	January 26	Early Dismissal
Wednesday	February 2	Early Dismissal
Wednesday	February 23	Early Dismissal
Wednesday	March 1	Early Dismissal
Friday	March 10	No Students/Staff Development for MS/HS Comp Day for Elementary Teachers who have completed conferences.
Wednesday	March 22	Early Dismissal
	April 3-7	No School for Staff or Students/Spring Break
Wednesday	April 12	Early Dismissal
Friday	April 21	No School/Good Friday
Wednesday	April 26	Early Dismissal
Wednesday	May 3	Early Dismissal
Monday	May 29	Memorial Day/No School for Staff or Students
	May 30-June 1	Half Days for Students
	June 1	Last contracted day for staff.

**Elementary School Instruction Day**  
**MS/HS Instruction Day**

**8:10 a.m. – 3:05 p.m.**  
**8:05 a.m. – 2:55 p.m.**

**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. For the 1996-97 school year, teachers will have an additional  $\frac{1}{2}$  day for personal business to compensate for the additional time commitment for fall Parent/Teacher Conferences. (Total of 3-1/2 days for 1996-97.)

**Letter of Agreement #1**  
between  
**Mendon Community Schools**  
and  
**SMEA / Mendon Education Association**  
regarding  
**Breakfast Program**

In accordance with the school reform legislation which addresses site-based decision-making, and in recognition of the needs associated with the mandated breakfast program, the Building Team will identify and plan appropriate strategies to use in managing students between the time of their arrival and beginning of instruction. It is further agreed that allocation of At-Risk funds may be part of the overall management / implementation of the breakfast program.

SMEA / Mendon Education Association

Mendon Community Schools

//C. J. Corella//      March, 1997

//Robert H. Duke//      March, 1997

**Letter of Understanding #2**  
between  
**Mendon Community Schools**  
and  
**SMEA / Mendon Education Association**  
regarding  
**Elementary School Planning Time**

In order of clarify issues regarding the planning time allotted to elementary school staff, both parties agree to the following:

- 1) The K-3 grade levels have a ten minute planning time during morning recess, a twenty minute planning time immediately following their lunch period, and a fifteen minute planning time during the afternoon recess.
- 2) The 4-6 grade levels have a twenty minute planning time during the morning recess and a twenty-five minute planning time immediately following their lunch period.
- 3) Additionally, for all staff, there is a five minute planning time before the first morning bell rings.
- 4) Staff members who teach in specialty areas receive the same amount of planning time during each teaching day. However, the minutes allocated may or may not necessarily be during the aforementioned "times". If specialty area planning time is not during the aforementioned "times", the specialty area teacher will identify the blocks of time needed to make up the balance of the fifty minutes; the greatest blocks of time available will need to be identified first. Specialty area teachers will have on file their identified daily planning "times" at the beginning of each school year. The identified "times" need to be consistent throughout the week.

SMEA / Mendon Education Association

Mendon Community Schools

//C. J. Corella//      March, 1997

//Robert H. Duke//      March, 1997

ATTACHMENT TO TENTATIVE AGREEMENT BETWEEN THE MENDON BOARD OF  
EDUCATION AND THE MENDON EDUCATION ASSOCIATION

The signed tentative agreement reached on April 26, 1999 contained two references to Board proposals presented on April 13. The following language comes from those proposals:

**Reimbursement of Teachers for Graduate-level Coursework**

Provide for the reimbursement of teachers who are taking graduate-level coursework above the initial 18 hours required for continuing certification. Eligible teachers would be:

- Working toward additional certification or endorsement
- Working toward a Master's, Specialist or Doctorate degree in their teaching specialty.

The Board of Education would require that prior approval be granted by the administration. Teachers would make these arrangements with the administration by March 1 (except for the first year, when the deadline would be June 1) to allow for appropriate budgetary planning. Teachers could apply to receive reimbursement of 50% of the tuition and fees (not including textbooks or parking), up to a maximum of \$350 per course for two courses per fiscal year. Reimbursement would take place during the next payroll cycle after the teacher has provided evidence of successful completion of the course (grade report).

Provide for the reimbursement of teachers who are required by the District to take additional coursework to address North Central Association requirements or to address areas identified as unsatisfactory or needing improvement in the evaluation process. Under these circumstances, the Board of Education would pay 100% of tuition, books and fees. Parking would not be paid.

**Payment of Growth Incentive**

The Board of Education proposes that the enrollment incentive be increased to a factor of .5% and that the payment be made to the teachers in the second paycheck in the month of December. (Note: Mr. Sedam asked Mr. Duke on April 27 if it would be possible to modify the payment schedule so that the incentive would be received in the first paycheck in December. Mr. Duke agreed to this change.) New contracts would not be issued, but the base salary for the 2001-2002 would reflect the adjustment. For the 2000-2001 school year, the incentive would be triggered by a blended count of 800.

The language in the preceding paragraphs accurately reflects the mutual understanding of both parties regarding these issues.

//Robert Sedam//                      Date //4/28/99//  
For the Mendon Education Association

//Robert H. Duke//                      Date //4/28/99//  
For the Mendon Board of Education

**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

MENDON COMMUNITY SCHOOLS  
REQUEST FOR PERSONAL LEAVE

Staff Person: \_\_\_\_\_ Date: \_\_\_\_\_

Date(s) Requested For Leave: \_\_\_\_\_

Does requested leave date(s) include a Friday?  yes  no

Applicant's Signature: \_\_\_\_\_

(Applicants signature certifies that the leave will adhere to the requirements of the master agreement. See reverse side of form for leave requirements.)



Approved

Denied

Reason for leave requested

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

Reason for Denial:  Does not adhere to the requirements of the master agreement

Excessive number of leave requests

Inadequate notice

*(form back)*

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 reasonably be scheduled outside the regular workday. Such leave shall not be used for other employment or the seeking of other employment.
2. The leave shall be requested on the Personal Leave Form as found in Appendix \_\_\_\_.
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 on 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.

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 -MEETS MINIMUM PERFORMANCE REQUIREMENTS  
 NEEDS IMPROVEMENT -NEEDS TO IMPROVE TO MEET MINIMUM PERFORMANCE REQUIREMENTS  
 UNSATISFACTORY -UNACCEPTABLE PERFORMANCE-DOES NOT REQUIREMENTS

A. <u>PROFESSIONAL PERFORMANCE</u>	SAT.	NEEDS IMPR.	UNSAT.
1. SHOWS LOYALTY AND COOPERATION.	_____	_____	_____
2. DISPLAYS A POSITIVE RELATIONSHIP WITH FACULTY AND STAFF.	_____	_____	_____
3. DEMONSTRATES EFFECTIVE DAILY PREPERATION.	_____	_____	_____
4. REACTS RATIONALLY TO CONSTRUCTIVE CRITICISM.	_____	_____	_____
5. DEMONSTRATES INITIATIVE AND RESOURCEFULNESS.	_____	_____	_____
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 ANDROUTINE DUTIES.	_____	_____	_____
B. <u>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 CLASS-ROOM.	_____	_____	_____
5. EVIDENCES A WILLINGNESS TO COMMUNICATE AND WORK WITH PARENTS.	_____	_____	_____
C. <u>SCHOLARSHIP</u>			
1. DEMONSTRATES KNOWLEDGE OF SUBJECT MATTER.	_____	_____	_____
2. DEMONSTRATES SKILLS IN APPLYING KNOWLEDGE.	_____	_____	_____

		<u>SAT.</u>	<u>NEEDS IMPR.</u>	<u>UNSAT.</u>
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.

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EVALUATOR

---

TEACHER

MENDON COMMUNITY SCHOOLS - TEACHER EVALUATION FORM B

CLASS/SUBJECT \_\_\_\_\_ OBSERVATION TIME \_\_\_\_\_ TEACHER/COUNSELER \_\_\_\_\_

CLASS/SUBJECT \_\_\_\_\_ OBSERVATION TIME \_\_\_\_\_ SUBJECT/GRADE \_\_\_\_\_

CLASS/SUBJECT \_\_\_\_\_ OBSERVATION TIME \_\_\_\_\_ SCHOOL \_\_\_\_\_

CLASS/SUBJECT \_\_\_\_\_ OBSERVATION TIME \_\_\_\_\_ EVALUATOR \_\_\_\_\_

CLASS/SUBJECT \_\_\_\_\_ OBSERVATION TIME \_\_\_\_\_ DATE \_\_\_\_\_

Comments on Observations:

Suggestions:

\_\_\_\_\_  
Signature Of Teacher

\_\_\_\_\_  
Signature of Evaluator

## EVALUATIVE 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

### V. 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

### VI. 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
- H. Continued professional growth and interest

1000

1000

1000



