2026 – 2027

MASTER AGREEMENT

BETWEEN THE

MENDON COMMUNITY SCHOOLS

AND THE

SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION

July 1, 2026 - June 30, 2027

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ARTICLE I

EMPLOYER/ASSOCIATION RELATIONSHIP

A. **Recognition** The Board, pursuant to the certification of the Michigan Employment Relations Commission, dated June 18, 1976, recognizes the Southwestern Michigan Education Association, SMEA, as the exclusive representative of all the employees in the bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

B. **Bargaining Unit** The local bargaining unit shall be certified by the Michigan Employment Relations Commission, namely: All contracted certified personnel employed by the Board of Education of the Mendon Community Schools. Excluding Superintendent, principals, assistant principals, substitute teachers working on a day-to-day basis, community education faculty, business manager, director of vocational education and supervisors within the meaning of this act.

C. **Limitations** The purpose for which recognition is granted and the definition of the bargaining unit shall in all particulars conform to the certification of the Michigan Employment Relations Commission and the provisions of applicable law.

D. **Association Representatives** The Southwestern Michigan Education Association shall notify the Board in writing of the names of those officers in the local bargaining unit who have been authorized to act on its behalf and the authority of each such person, whose notice shall remain in effect until superseded by a new written notice.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** By May 1, the parties should initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year, unless otherwise by mutual agreement.

F. **Definitions** Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:

1. **"Association"** means the Mendon Education Association, an affiliate of the recognized bargaining agenda, SMEA

2. **"Day"** means a day when schools are open and teachers are scheduled to report for duty, except that during the summer recess, day means a regular business day, excluding holidays and weekends.

3. **"Teacher"** means a member of the bargaining unit.

4. **"Full-time Teacher"** means a teacher employed under a written contract for a full work year, work week and work day.

5. **"Part-time Teacher"** means a teacher regularly employed under a written contract for less than a full work year, workweek or work day. The compensation and fringe benefits of a part-time teacher shall be proportionately reduced.

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

G. **Interpretation.** For purposes of this Agreement:

1. **Captions** are included only for convenience of reference and shall not modify in any way the provisions herein.

2. **Paid Leave Computation.** For purposes of computing leave time pursuant to Article 7, Section A, seven (7) hours shall comprise a regular workday. Deductions from accumulated paid leave time shall be made in increments of an hour.

ARTICLE 2

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certified teacher employee of the Board (except those exclusions enumerated in Article I; Paragraph B) shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or lawful concerted activities for mutual aid and protection; or not join and support the Association. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms of conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment. The Association likewise, will not discriminate against or intimidate any teacher who chooses not to join or support the Association.

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 the Board and teachers hereunder shall be deemed to be in addition to the aforementioned laws and regulations.

C. The Association and its representatives have the right to use school buildings for meetings when it does not interfere with or interrupt normal school operations. The Principal of the building to be used shall designate location of meetings within the buildings.

D. The Association has the right to use school equipment on school property, provided that this shall not interfere with or interrupt normal school operations. The Association agrees to pay for the cost of all materials and supplies used.

E. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, located in teachers' lounges, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mailboxes of Association members for communications to teachers. The Association will post nothing of slanderous or defamatory nature, or that criticizes or demeans the teachers who choose not to join or support the Association.

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 data, names and addresses of all teachers, and such other information lawfully permitted as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers. The Association may

make an appointment to look at financial information with the Superintendent or his/her designee. "An emergency manager appointed under Michigan Law shall be allowed to reject, modify, or terminate this collective bargaining agreement in accordance with Michigan Law."

G. 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, or membership in the Association.

H. **Association Membership**

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. **Application and Indemnification.** The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association will save the Mendon Community Schools, its' Board, past and present members of the Board, and past and present administrative employees, harmless from any and all costs including witness and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which any of them may be liable by virtue of enforcing the provisions of this article.

ARTICLE 3

BOARD OF EDUCATION RIGHTS

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

A. To the executive management and administrative control of the school system and its properties and facilities, and the work activities of its employees;

B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and 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. Workday

1. Teachers shall be on duty as assigned by the building principal during the established workday. When teachers are unable to report to school at the scheduled times because of illness or emergency, they will notify Red Rover so that a substitute may be contacted. When this notification is made later than the designated time, and the district incurs an expense, that expense shall be deducted from the salary of the teacher involved.

2. The teacher's normal assigned workday shall begin ten (10) minutes prior to the student instructional day (defined by the time students are to report to their first class of the day), and five (5) minutes after the student instructional day ends (defined by the final bell, which dismisses students for the day). The only exceptions to this "normal workday" will be those with scheduled Professional Development times. On those half days scheduled for exams, staff may leave after students are released, but are expected to complete any required work by posted deadlines.

3. If a teacher has a conference with a parent, the teacher shall provide a sufficient period of time to consult with the parents. If a parent requests the administration to arrange for a conference between the parent and a teacher, the administration may tentatively schedule an appointment during the teacher's conference period subject to confirmation of the date and time in advance of the scheduled conference with the teacher.

4. Teachers who are provided a conference or planning period are expected to use that time to prepare and evaluate programs and lessons and be available to aid students and confer with colleagues, or as otherwise provided. Teachers should be in the building unless the principal's office is notified.

B. Work Year

1. The teacher work year for 2026-2027 will consist of not more than 185 work days.

2. The annual school calendar reflecting these workdays will be negotiated and included as a part of this agreement, excluding prohibited subjects. The calendar shall observe the common calendar as required by law.

3. The work year for the Guidance Counselor may include additional work days at the end of the school year and the beginning of the following school year to ensure schedules are ready. These additional work days to be paid at the Counselor's per diem rate.

C. Workload

The parties agree that instructional hours will be automatically increased when necessary to meet state requirements. Except where prohibited by PERA, adjustment(s) in the instructional schedule necessary to meet the required level of total instructional hours must be made in agreement with the Association and Employer.

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

2. The school year teaching load shall be at least 1098 instructional hours, or the minimum of instructional days as required by law. The instructional hours for the subsequent years of this agreement shall be determined as stated above in paragraph C.

3. Each teacher in the middle and high school will have one (1) prep per day, for a total of five (5) unassigned preparation periods per week. The Administration reserves the right to assign teachers to duties during their preparation periods when teachers are taken from their class because of illness or an emergency.

4. Lunchroom supervision will not be a required duty for secondary teachers.

5. All full time certified Elementary staff will be given a duty-free lunch and regular preparation time per day of at least 45 minutes unassigned from other duties. Elementary teachers may use for unassigned preparation all the time during which their classes are receiving instruction from various teaching specialists or their students are on recess.

6. All full time certified High School/Middle School teachers shall have a duty-free lunch period of not less than twenty-nine (29) minutes per work day.

7. Preparation periods are lost to the teacher when the schedule has been changed due to activities such as student assemblies, field trips, and pep assemblies. If teacher(s) supervision is needed during preparation periods for such things as State tests, the Administration and the Association shall collaboratively agree to make changes that are mutually acceptable to the teachers involved.

D. Staff Meetings.

1. It is mandatory that each teacher attend professional staff meetings scheduled during the course of a regular school day as called by the Administration.

2. The faculty shall be notified 24 hours in advance of all professional staff meetings. Emergency professional staff meetings may be called without 24-hour notice when deemed necessary.

3. With respect to professional staff meetings, emergency meetings or professional development scheduled after the close of the regular school day, such meetings may be scheduled at the discretion of the elementary and high school principals on Wednesdays.

The aggregate amount of time to be set aside shall not normally exceed one (1) clock hour per month, except as staff members may otherwise mutually agree.

4. 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.

E. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practical for every boy and girl in the school district. This includes:

1) Careful daily preparation
2) Attendance at professional staff meetings
3) Participation in activities of the school such as:
a) Open House
b) Parent/Teacher Conferences
c) Meetings
d) Science Fair
e) Public performances of children in plays, concerts, athletic activities, or other extra-curricular activities
4) Participation, on a rotating basis, on a curriculum development committee

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

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

H. If an employee is assigned any teaching assignment during a planning period on a permanent basis (not including covering for a class on a temporary basis), such as teaching an extra class/overload schedule, additional salary compensation will be paid on a proportionate basis. An employee teaching an extra class during a 6/7 period student day will receive 1/6 or 1/7 more salary per year, prorated if it is less than a full semester.

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

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

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

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

ARTICLE 5

TEACHING CONDITIONS

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

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

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

2. Secondary. Class sizes shall not exceed the number of workstations for classes, nor will class size exceed a number which would prevent students' reasonable access to instructional equipment.

3. When an individual teacher feels that his/her class size and or load has become excessive, he/she may request that the principal call a meeting of the appropriate teachers (e.g. grade level, Special Education, Chapter, Department, Association Representative and the Counselor). If the principal feels that the concern is legitimate, he/she may take steps to alleviate the problem, or call for the aforementioned meeting.

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

B. The Board will ask for recommendations from the Curriculum Committee.

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

D. The Board shall provide suitable closet space for each teacher to store coats, boots, and personal articles.

E. When situations arise where temperatures in classrooms fall below sixty (60) degrees, every effort will be made to bring the room temperatures up to 68 degrees within two hours from the time reported. If temperatures remain below sixty (60) degrees over two hours, teachers shall not be required to work in those areas.

F. Teachers shall not be required to change diapers, blood suctioning, dispensing of medications, administering shots, catheterization, etc. This is not solely limited to the above listed procedures.

ARTICLE 6

NON-INSTRUCTIONAL ASSIGNMENTS

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

B. **Inter-District Teacher Exchange Program**

1. Decisions regarding any inter-district teacher exchange program(s) shall be initiated and processed utilizing the Board Governance/Communications Model.

2. Exchange programs shall only be initiated for the purpose of enhancing course offerings available to District students.

3. Mendon Community School District shall in all respects be considered the "employer" for Mendon teachers. The parties understand that teachers shared between two school districts may be "designated" as an "employee" of another school district.

4. The terms and conditions of this Master Agreement shall be applicable at all times.

5. An exchange teacher in Mendon School Buildings shall only be assigned instruction related responsibilities at a host school.

6. An exchange teacher in Mendon School Buildings will adhere to the Mendon calendar and any subsequent adjustments, especially with regard to school closings and delays.

7. An exchange teacher may exercise his/her prerogative in selecting in-service options on scheduled professional development days.

8. 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.

9. The teacher will be compensated at the then current IRS mileage rate for all travel resulting from the exchange.

10. 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.

11. 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 14 days/98 hours of paid leave at the beginning of each work year. The number of days of paid leave credited to a part-time contracted teacher will be proportionately reduced. Days of paid leave shall accumulate, and if not used, shall be carried over to subsequent years and may be used in such subsequent years, except that such accumulated leave shall not exceed 180 days/1260 hours. For each District Earned Sick Time Act (ESTA) benefit year, the first 72 hours of any paid leave provided under this contract (sick, personal, or sick leave bank days) may be used for any ESTA purpose. If any of those 72 hours of paid leave are used for an ESTA purpose, then ESTA applies to the use of that paid time off. The Employee's use of earned sick time is subject to terms and conditions specified in ESTA and the District's ESTA policy, as that policy may be adopted and amended from time to time.

2. Sick Bank. Once a teacher has exhausted his/her personal sick bank, upon the request of the Association, a teacher on sick/disability leave may be granted additional paid leave days, which will be taken from individual teacher accumulation as certified by the Association. The subtraction of these days shall be subject to mutual agreement between the Association and Employer, and shall be reduced to a written agreement between the parties.

3. Paid leave as provided in this Section may be used as follows:

a. **General Leave.** Teachers will receive 14 general leave days per year. Leave time sheets will still need to be completed by the teacher and approved by the Building Principal. Both parties will work together to ensure that staff are present the day before and the day after a holiday or vacation with the realization that emergencies do occur. General/Personal leave days may be denied by the Building Principal if more than two staff members request the same day.

b. **Personal Illness or Disability.** Credited hours of paid leave may be used for any serious health condition or physical or mental condition which disables a teacher from rendering professional services. Employee requests for personal illness leave may require verification if requested by the Superintendent or his/her designee. 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 5 consecutive days shall automatically require a certificate from a physician of the teacher's choosing. Illness and disability relating to pregnancy and childbirth shall be treated on the same terms and conditions as other temporary illnesses or disabilities. Teachers are expected to schedule any elective surgery or an

anticipated hospital confinement of a non-critical nature during those times that school is not in session.

c. **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-hour notice, except in case of an emergency.

d. **Professional Business Leave.** A teacher shall not be regarded as absent from work during any period 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.

e. **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. No one member of the Association may use more than four (4) Association leave days per school year. The Association agrees to notify the Superintendent no less than five (5) calendar days in advance of such leave. Five (5) leave days will be at no cost to the Association. The Association will reimburse the district for the full salary cost up to one hundred and eighty dollars per day ($180/day) of the substitute teacher wages for all other days over five (5) annually.

f. **Jury Leave.** Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid the difference between the full salary and the remuneration, if any, for such services. A teacher is expected to ask that jury duty be serviced outside of the school schedule whenever possible and, if called, to return to his duties as soon as his service duties have ended.

g. **Worker's Compensation Leave.**

1. Any teacher who is absent because of an injury (as defined by the Michigan Workers Compensation Law) or disease sustained or contracted during the course of employment by the Mendon Community Schools and is not compensable (the absence is less than 8 days) under the Michigan Workers Compensation Law, then: Up to seven (7) days of absence for each separate occurrence shall not be deducted from the teacher's accumulated paid leave.

2. Any teacher, who is absent because of an injury or disease sustained or contracted during the course of his employment by the Mendon School District, and the teacher may utilize accumulated regular paid leave to make up any difference between the employee's regular net pay and any Worker's Compensation benefit. FMLA leave shall run concurrent with Workers Compensation leave.

B. Leaves of Absence Without Pay.

1. In General

a. Teachers who have worked for one (1) school year are eligible for unpaid leave as described in this Section.

b. A teacher may continue to purchase insurance benefits, under the terms of the negotiated insurance plan, during any leave period when not provided by the Board, which shall be subject to the provisions of COBRA. A copy of these provisions shall be provided to the affected teacher at the beginning of the unpaid leave status by the Employer.

2. Personal Illness or Disability Leave – Long Term.

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

The leave is extendible at the option of the board, provided that the application for such leave, stating the reason and duration of the leave, is submitted not less than 28 calendar days before the leave is to end, or the end of the last semester of service, whichever is earlier.

Emergency situations will be dealt with on an individual basis by the board at the option of the board.

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

3. Family and Medical Leave.

Upon proper and timely application, an eligible Employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29USC 2601) for a total period of up to twelve (12) weeks per year- except per the FMLA, military caregiver leave will be for a total period of 26 weeks. The leave will be calculated on a rolling

backward basis; except, as required by law, military caregiver leave is on a rolling forward basis.

a. To be eligible for a FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12-month period, and meet any other eligible criteria of the FMLA for the particular type of leave.

b. An FMLA leave may be taken on an intermittent or reduced schedule when medically necessary, according to the provision of Section 102(b) of the FMLA.

c. Paid accumulated sick leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave, will be counted as part of the leave time available, and used under the FMLA leave.

d. During the period of FMLA leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA.

e. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its applicable regulations.

4. <u>Military Leave</u>.

A teacher shall be granted a leave of absence for military service as required by State and Federal Law during any period of compulsory service. The teacher shall be credited on a basis of one-half school year for each year of military service up to a maximum of two (2) years of military service for purpose of advancement on the salary schedule only, provided that the teacher was inducted into military service while under contract in the Mendon School System and it is determined that the experience gained in the military service will contribute to their teaching assignment while at Mendon, but in any event, no military service credit will be given unless the teacher has had previous teaching experience before entering the military service.

Subpart A. Qualifying teachers may take FMLA leave for a qualifying exigency while the teacher's spouse, son, daughter, or parent (the military member or members) is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty). Coverage under the Family and Medical Leave Act (FMLA) § 825.126 Leave Because of a Qualifying Exigency. Nothing in this provision is intended to confer upon a teacher any rights in excess of those provided under the Uniformed Services Employment and Reemployment Right Act (USERRA) or its successor legislation. As indicated above, qualifying teachers may also take military caregiver leave in appropriate circumstances.

5. <u>Academic Leave</u>

a. For each tenured teacher, during his/her career, one leave of absence of up to one (1) year may be granted, upon application, for the purpose of participating in:

1. Exchange teaching programs mutually acceptable to 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 a program.

4. Education travel or work program related to his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

b. A leave of absence of up to one (1) 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 a period.

6. <u>Health and Hardship Leaves</u>. Upon the recommendation of the Superintendent, the Board of Education may permit teachers to take leaves not in excess of 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. <u>General Leave</u>. 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, this shall conclusively constitute the teacher's resignation from the Mendon Community School District.

4. Leave Day Increments. Leave days may be used in increments of less than a day, there may be ½ day when there is not undue hardship to providing substitutes.

ARTICLE 8

ACADEMIC FREEDOM

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

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

ARTICLE 9

MENTOR/MENTEE TEACHERS

A. Continuing tenure shall not apply to an annual assignment of extra duty or extra pay such as directing plays, coaching, being yearbook advisor, etc.

B. **Mentor Teacher** (Applicable to first year teachers)

1. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code and other state mandated guidelines.

2. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion and is not meant to be a part of or associated with the procedure of performance evaluations.

3. A Mentor Teacher shall be assigned in accordance with the following:

a. Mentor Teacher positions shall be posted and filled in accordance with the applicable sections of this Agreement.

b. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.

c. It is intended that Mentors are selected for the purpose of establishing a three (3) year relationship with a Mentee. It is further understood that the relationship may be terminated at the request of either the Mentor or the Mentee.

4. Because the purpose of the Mentor/ Mentee match is to provide peer assistance toward the end of quality instruction, the Board and the Association agree that the Mentor/Mentee relationship shall be confidential. When confidentiality is waived by both the mentor and the mentee, a discussion among a mentor, mentee, and building administrator may occur.

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

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.

ARTICLE 11

LAYOFF AND RECALL

A. The Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; or board policy pertaining to layoff 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. **Failure to Return from Recall:**

1. 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, this shall conclusively constitute the teacher's resignation from Mendon Community School District and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.

C. **Seniority.** The Board shall maintain an up-to-date seniority list, a copy of which shall be furnished to each teacher and to the Association at least once each contract year on or before November 1. The seniority list shall be conclusively deemed to be correct unless the Association notifies the Board of any error within thirty (30) days after notification. The names of all teachers in the bargaining unit at the time of preparation of the seniority list shall be listed in order of their most recent employment date, starting with the teacher with the greatest amount of seniority at the top of the list. Teachers who have moved directly from a tenured position within the District to an administrative position, shall lose all years of accrued seniority and shall lose all rights afforded under the Master Agreement while holding a non-bargaining unit assignment. Should a teacher return to the bargaining unit after holding an administrative assignment within the district, the teacher(s) shall be placed at the bottom of the seniority list and the affected teacher(s) seniority shall be subject to the process outlined below:

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

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

An "eligible teacher" means a teacher who the Board determines is certified and qualified to perform the duties of the position to be filled.

E. **"Employment Date"** The employment date shall be defined as the first day the affected bargaining unit member performs work for the Employer, or the date the affected teacher signed the teaching contract, whichever date is the earliest. A break in service shall occur if a teacher resigns, retires or is discharged and not reinstated; however, a break in service shall not occur if the teacher is employed by the Board in a non-bargaining unit supervisory position except that such teacher shall neither accrue nor lose seniority during the period of such employment.

F. **"Seniority"** shall refer to the period of unbroken service within the bargaining unit since any break in service. A teacher on layoff or on a leave of absence shall neither accrue nor lose seniority. In the event of a tie of employment date/contract sign date, the seniority shall be determined by a drawing of numbers with the highest number drawn determining the first placement on the teachers' seniority list.

ARTICLE 12

LONGEVITY

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

A. **Instructional Stipend Pay.** Upon completion of their fourteenth (14th) year of teaching, employees may elect to earn instructional stipend compensation of one thousand five-hundred dollars ($1,500.00) in addition to their step placement on Schedule A.

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

Instructional stipend compensation may be deposited by the employer in the form of a non-elective employer contribution to a qualified 403b plan account of each eligible employee's choosing or the employee can also choose a cash option.

ARTICLE 13

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) days of such unjust treatment. The Administrator, with whom the grievance has been filed, shall within five (5) days, give an answer in writing to the grievance.

a. "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.

2. Failing satisfactory settlement, the grievance shall be reduced to writing (See Appendix D) and submitted to the Superintendent within five (5) days from the time of the principal's answer. The Superintendent shall discuss the matter with the Association and grievant, if the grievant so desires, within ten (10) days of receipt of the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) days of the conference.

3. If the Association and/or grievant, if the grievant so desires, are not satisfied with the disposition of the grievance by the Superintendent, they may submit the grievance to the Board of Education Personnel/Policy Committee by filing a written copy thereof with the secretary of the Committee within five (5) days from receipt of the Superintendent's response. The Committee, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, shall meet with the Association and grievant, if the grievant so desires, concerning the grievance. Disposition of the grievance shall be made by the Committee in writing within ten (10) days after the conclusion of the grievance hearing.

4. If the Association and grievant, if the grievant so desires, are not satisfied with the decision of the Board, it may, within ten (10) days after receipt of the Board's decision, submit the grievance to arbitration. Such submittance shall be in writing and shall be delivered to the American Arbitration Association and the Board within said ten-day period, and if not so delivered the grievance shall be abandoned. The arbitrator shall be appointed, and the hearing conducted, under the rules of the American Arbitration Association.

5. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not interfere with the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement.

6. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The arbitration shall be conducted consistently with the Michigan Uniform Arbitration Act, PA371 of 2012.

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.

d. Any matter involving teacher evaluation other than procedure.

e. Any matter involving a prohibited subject of bargaining.

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

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

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

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

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

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

E. **<u>Grievance Forms.</u>** Grievances are found in Appendix E.

F. **<u>Shared Cost of Binding Arbitration</u>.** 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 14

MEDICAL EXAMINATION

A. Consistent with legitimate business necessity, the Board may require a teacher to receive a physical and/or mental examination.

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.

C. Any FMLA leave requirements will supersede 14, B.

ARTICLE 15

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** In the event it becomes necessary to adjust the calendar to meet the minimum State requirements pertaining to days of pupil instruction and receipt of full state aid, the Association and the Employer agree to collectively bargain over the adjustment of the calendar in order to meet the required State minimum days or hours of instruction.

ARTICLE 16

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 17

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers to meet with police or judicial authorities or to consult with legal counsel, 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 as described by the Michigan Revised School Code.

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 make available 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, provided the Board in its sole discretion concludes the teacher was acting consistent with Board policies and the law.

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, provided the teacher was not grossly negligent. If the insurance does not fully cover the loss to the teacher, the Board will reimburse the teacher for the amount not covered; again, conditioned on the teacher not being grossly negligent during the incident resulting in the damage.

H. The teacher may submit a written report regarding the complaint and the same shall be attached to the file copy of the material in question.

ARTICLE 18

TEACHING IMPROVEMENT

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

ARTICLE 19

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. 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 communication 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 20

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, or board policies pertaining to prohibited subjects of bargaining. 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. This Agreement shall be made available on the District's website.

E. The division of the teacher's yearly salary into pay periods shall be on an individual basis, either 20 or 26 pay periods, upon request submitted on or before the first day of school. Once a request has been signed and submitted to the Superintendent's Office it may not be changed for that school year. Failure to take an option in writing before the first day of school will default to 26 pays.

F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. Subject to applicable provisions of this Agreement, Professional Compensation shall be as set forth on Schedule "A", Extra Duty Compensation shall be set forth on Schedule "B", and the School Calendar shall be as set forth on Schedule "C".

H. A teacher who has signed a written employment contract for the ensuing school year or is on continuing tenure may not be released to teach in any other school district after August 1 unless a certified and qualified teacher, who is otherwise acceptable to the employer, is available for employment and is in fact employed. The parties agree that failure on the part of the teacher to provide timely notice of resignation shall be grounds for forfeiture of rights to continuing tenure or, in the alternative, for an action for breach of contract.

I. **Job Sharing.** An employment model that includes job sharing may be practiced. This practice will apply to elementary assignments primarily. Teachers employed under these conditions will receive benefits on a pro-rata basis and accrued rights consistent with the laws of the State of Michigan and this Agreement. Approval is at the sole discretion of the building principal.

J. **<u>Reimbursement for College Credit</u>.** A pool of five thousand dollars ($5,000.00) shall be used to reimburse teachers for successfully completing college work, usually at the graduate level.

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

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

K. **<u>Merit Pay</u>.** Teachers will receive Merit Pay based on Board Policy.

L. **<u>Teaching Vacancy</u>.** When a teaching position opens or there is a vacancy, the administration will inform the membership of the opening/vacancy via email.

M. **<u>MA + 20 Lane</u>.** The following information regarding the MA+20 Lane is in effect for the 2025-2026 school year only:

1) All educators who currently possess a Master's degree and are under a valid teaching contract with Mendon Community Schools as of September 1, 2025, shall have a period until September 30, 2025, to submit a comprehensive plan for the completion of an additional 20 credit hours beyond the Master's degree. This plan must be finalized by December 31, 2027, and shall include the name of the institution that will grant the aforementioned credit.
2) The proposed plan must be submitted to and receive approval from the Superintendent of Mendon Community Schools. Completion of the requisite 20 credit hours by December 31, 2027, is necessary for the educator to be eligible for grandfathering into the MA+20 salary lane.

N. **<u>BA+18 or BA+450 SCECHS</u>.** In order to move from the BA lane to the BA+18 or BA+450 SCECHS, the teacher must complete 18 credit hours or 450 SCECHS. Verification of the SCECHS to be presented in full to the Business Office upon completion.

ARTICLE 21

FRINGE BENEFITS

A. The Board shall provide three health insurance plans that give employees a choice between higher employee contributions and lower deductibles/copays vs. lower employee contributions and higher deductibles and copays. The three plans, provided by Blue Cross Blue Shield of Michigan will be known as Gold, Silver, and Bronze. The board shall also provide a dental and vision program to employees.

The Board of Education shall not be obligated to pay more than the "hard cap" amounts established pursuant to Public Act 152 of 2011 for medical/health insurance coverage only (not including dental, vision, or negotiated life insurance). The medical benefit plan coverage year shall run from July 1 through June 30 each contract year.

At a minimum, any amount over the "hard cap" amount per month will be automatically deducted from the employee's pay. The employee's contribution will be spread over 21 or 26 pays equally as feasible as elected by the employee. Any amount deducted that is greater than the total cost of the coverage less the cap limits would have to be agreed to by both the district and the Southwestern Michigan Education Association.

The employer shall provide a Premium Contribution Plan, which permits a member's contributions toward premiums to be paid with pre-tax dollars.

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

The employee paid cost during this contract year for the insurance plans is as follows:

2026-2027 Employer Contribution (per month) 100% of Cap:

Single:	$661.84
Two Person:	$1384.12
Family:	$1805.03

2026-2027 Employee Contribution (per month) remaining portion of health insurance premium:

	Gold	Silver	Bronze	HDHP Basic
Single	$145.38	$0	$64.25	$0
Two Person	$432.12	$196.99	$249.59	$0
Family	$455.17	$162.58	$228.01	$0

B. Teachers not electing to take any health insurance may participate in the dental, vision, life and accidental death insurance benefits and will receive a cash option in lieu of health benefits. The cash amount shall be four hundred dollars ($400) per month. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Teachers who hold dual employment with their spouse in the District shall not be eligible to receive cash in lieu of benefits if their spouse has insurance coverage that covers both while holding employment within the District.

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

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

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

C. There shall be no duplication of health coverage in the event more than one member of the same family is employed in this system as a teacher.

D. A description of the coverages for 2026-2027 is as follows:

Gold	Silver	Bronze (Value HSA 108/109)	HDHP Basic (Value HSA 3000 059/060)
Preventive Care – 100% **$1000 Single Deductible In Network** **$2000 Family Deductible In Network** **Office Visit Copay-$20** **Specialist - $40** **ER Copay-$150** **Coinsurance – 100% In Network** **Out of Pocket Limits (Ded, Coins, Copays)** **Single - $3000** **Family - $6000** **Prescription Drugs - $10/$80max/$100max** **MOPD 2X**	**Preventive Care – 100%** **$1000 Single Deductible In Network** **$2000 Family Deductible In Network** **Office VisitCopay-$30** **Specialist - $60** **ER Copay-$150** **Coinsurance – 80% In Network** **Out of Pocket Limits (Ded, Coins, Copays)** **Single - $4500** **Family - $9000** **Prescription Drugs - $20/$40/$80** **MOPD 2X**	**Preventive Care – 100%** **$1700 Single Deductible In Network** **$3400 Family Deductible In Network** **Office VisitCopay-$30** **Specialist - $50** **ER -100% after deductible** **Coinsurance – 100% In Network** **Out of Pocket Limits (Ded, Coins, Copays)** **Single - $2650** **Family - $5300** **Prescription Drugs - $10/$40/$80** **MOPD 2X**	**Preventive Care – 100%** **$3000 Single Deductible In Network** **$6000 Family Deductible In Network** **Office Visit Copay-80% after deductible** **ER - 80% after deductible** **Coinsurance – 80% In Network** **Out of Pocket Limits (Ded, Coins, Copays)** **Single - $4000** **Family - $8000** **Prescription Drugs - $10/$40/$80** **MOPD 2X after Deductible**

In addition, all employees will receive $10,000 in life insurance and $10,000 in accidental death/ disability coverage.

<u>Vision and Dental</u>: See the Employee Policy

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

ARTICLE 22

CONDITION OF AGREEMENT

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

ARTICLE 23

EXECUTIVE COUNCIL

A. **Purpose.** The Executive Council develops mutually satisfactory solutions to problems which emerge during the life of the Agreement. Amendments to this Agreement generated through the problem-solving process shall be subject to ratification by the Parties.

B. **Membership.** The Mendon EA Executive Council, Superintendent and Administrators.

C. **Meetings.** Meetings may be held in September, November, January, February and March each year. Either party as needed may call additional meetings.

ARTICLE 24

GENERAL COMPENSATION PROVISIONS

A. All new teachers employed may be given full credit on the salary schedules for full years outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.

C. Staff members who obtain enough college credits to move to another pay scale should hand in documentation prior to the beginning of the school year. Grades may be handed in after August 31; however, the deadline to finish classes is August 31.

D. Teachers involved in extra duty assignments as set forth on Schedule B (which is attached to and incorporated in this agreement) shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Schedule and the annexed schedules without deviation.
A teacher involved in a Schedule B assignment may request one of the following payment options: (Payments, when made, will include an itemized accounting of the sources of the earnings)

1. Payments divided by thirds, payable within the first two (2) pay periods of the assignment/season, mid assignment/season, and at the end of the regular assignment/season, and included with the regular biweekly paycheck; or

2. Payment in one lump sum at the end of the season included with the regular biweekly paycheck

E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed at the standard mileage rate authorized by the Internal Revenue Service.

F. Teachers employed for less than the normal teaching load, salary shall be negotiated appropriately.

G. Teachers who have not completed at least eighteen (18) semester hours of credit or four hundred and fifty SCECHS beyond the BA degree shall not advance beyond Step 7 of the salary schedule. Upon completion they may advance a maximum of one step per year.

H. A teacher hired at midyear will be placed on the Step consistent with their training and experience. For each successive school year, the teacher will advance on the schedule consistent with the terms of the Master Agreement.

I. Teachers will be reimbursed for renewal of their teaching license one (1) time every five (5) years.

ARTICLE 25

DURATION OF AGREEMENT

It is mutually understood that the term of the Master Agreement between the Mendon Board of Education and the Mendon Education Association shall be in effect from July 1, 2026 until June 30, 2027.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of June 30,2026.

SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION

By:_____
Chief Spokesperson: Brandon Wenzel

By:_____
Negotiator: Victor Wilczynski

MENDON COMMUNITY SCHOOLS

By:_____
Board President: Regina Schinker

By:_____
Board Secretary: Sonya Moyle

By:_____
Superintendent: Leasa Griffith-Mathews

Teachers will be granted full steps and lane changes on the Salary Schedule for 2026-2027. Those not eligible for a step will receive $1000. In 2025, the MA+20 Lane was eliminated from the Salary Schedule with those currently in the lane grandfathered. See the Miscellaneous Provisions, Section M on page 38 for more information.

Schedule A-1

Salary Schedule: 2026-2027

Step	BA	BA+18 or 450 SCECHS	MA	MA+20
	Salary	Salary	Salary	Salary
0				
1	$ 39,553	$ 39,708	$ 40,598	$ 44,265
2	$ 40,604	$ 41,026	$ 42,030	$ 44,890
3	$ 41,654	$ 42,344	$ 43,462	$ 46,322
4	$ 42,705	$ 43,662	$ 44,893	$ 47,753
5	$ 43,756	$ 44,980	$ 46,325	$ 49,185
6	$ 44,806	$ 46,297	$ 47,757	$ 50,617
7	$ 45,857	$ 47,615	$ 49,188	$ 52,048
8	$ 45,857	$ 48,933	$ 50,620	$ 53,480
9	$ 45,857	$ 50,251	$ 52,052	$ 54,912
10	$ 45,857	$ 51,569	$ 53,484	$ 56,344
11	$ 45,857	$ 52,887	$ 54,915	$ 57,775
12	$ 45,857	$ 54,205	$ 56,347	$ 59,207
13	$ 45,857	$ 55,523	$ 57,779	$ 60,639
14	$ 45,857	$ 56,841	$ 59,210	$ 62,070
15	$ 45,857	$ 58,313	$ 60,419	$ 63,502
16	$ 45,857	$ 59,786	$ 61,595	$ 64,934
17	$ 45,857	$ 62,479	$ 64,380	$ 67,871
18	$ 45,857	$ 63,052	$ 64,965	$ 68,489
24	$ 45,857	$ 63,625	$ 65,550	$ 69,107

Calendar changes as agreed to.

Pay Periods: It is agreed that teachers shall be given an option of 21 or 26 pay periods annually prior to the beginning of each instructional year. In the event of the need to adjust the pay cycle as a result of leap year, or for reason of good cause (mutually agreed to between the parties), the parties agree to adjust the pay cycle for the affected year only to a 22 pay or 27 pay installment. Notice of such need shall be provided in writing to the employees prior to May 1 of the affected instructional year.

Teachers electing to receive 22 installments or summer pay in a lump sum will receive final payment the Friday following the completion of all work and check-out procedures.

SCHEDULE B
EXTRA-DUTY SALARY SCHEDULE

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

POSITION	PERCENTAGE OF BA+20 COLUMN AT APPROPRIATE STEP
COACHES	
Varsity Head	10
Varsity Football Assistant	7
J.V. Head	6
J.V. Football Assistant	5
Varsity Cheerleading Head	5
J.V. Cheerleading Head	4
Jr. High Cheerleading Head	3
Jr. High Head	4
Jr. High Football Assistant	3
Cross Country Head	10
Golf Head	5
Other Assistants (on Board approval)	4
OTHER	
Band	8
Yearbook* HS/MS	5
Mentor Teacher	2.5
ASAP	$22/hr
Play Director (on approval)	4
Chess Club	2
High School Student Senate	3.5 + $100
Middle School Federation	3.5
National Honor Society	3
Grades 11, 12 Class Sponsor	3.5 + $100
Grade 10 Class Sponsor	1.5
Grade 9 Class Sponsor	1
School Clubs (on approval)	1
Summer School	$30.00/hr.
Clue-Me-In (4th, 5th, 6th) HS & MS Quiz Bowl	$300 each
Middle School & High School Science Olympiad	$500.00 each
MS/HS Continuous Improvement	$20.00/hr.
Ele Leadership Team	$20.00/hr.
Family Engagement Coordinator-Elementary	$1000
Student Success Coordinator & Sp Ed Teacher	$20.00/hr
Additional Activities for Clubs	Negotiable at time of Board approval
Summer Curriculum Work	$20/hr

*****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 cases 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 or extra-duty assignment may be temporarily or permanently discontinued without recourse to the grievance procedure.

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. Extra duty positions as above described shall be posted from within at least five (5) business days prior to being filled. Every effort should be made to fill all extra duty positions thirty (30) calendar days before the official start date of the position.

H. Job descriptions will be provided for the appropriate assignments



Appendix C

Mendon Community Schools
2026-2027 School Calendar



August

August 24	½ Day for Students & Staff - First Day of School

September

September 4	Labor Day Break - No School
September 7	Labor Day – No School
September 21	½ Day for Students and Staff - Fair Day
September 25	Professional Development for Teachers - No School for Students

October

October 15	PT Conferences MS/HS 4pm-7pm; Elementary as scheduled
October 16	½ Day for Students – PT Conferences MS/HS 12pm-3pm

November

November 13	Professional Development for Teachers - No School for Students
November 25 - 27	Thanksgiving Break – No School – Students & Staff

December

December 16	Exams for MS/HS - Full Day of School
December 17-18	½ Days - Exams
December 21-31	Winter Recess - No School - Students & Staff

January

January 1	Winter Recess - No School for Students & Staff
January 4	School Resumes
January 18	Professional Development for Teachers - No School for Students

February

February 12-15	Mid-Winter Break - No School for Students & Staff
February 17-18	PT Conferences - Elementary Conferences
February 26	Professional Development for Teachers - No School for Students

March

March 12	Professional Development for Teachers - No School for Students
March 22	PT Conferences - MS/HS 4pm-7pm
March 24	½ Day for Students & Staff
March 25-26	No School for Students & Staff
March 29-31	Spring Break

April

April 1-2	Spring Break
April 5	School Resumes
April 30	Professional Development for Teachers - No School for Students

May

May 27	Graduation – 7:00 p.m.
May 28	½ Day for Students & Staff
May 31	Memorial Day – No School – Students & Staff

June

June 1	Exams for MS/HS - Full Day of School
June 2	½ Day - Exams
June 3	½ Day Exams - Last Day of School

***Calendar is subject to change for the make-up of any days due to cancellations.**

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._____

Article(s) Allegedly Related Section #(s) Page #(s)

2. Statement of Grievance:

_____

_____

_____

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_____

3. Applicable Portion of the Agreement:

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4. Relief Requested:

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Signature of Grievant or Union Date