

**CONTRACTUAL AGREEMENT**

**between the**

**Mason-Lake Intermediate S/D Board of Education  
and the  
Mason-Lake ISD Education Association**

**Effective:** September 1, 2007 - August 31, 2010

# TABLE OF CONTENTS

<b>ARTICLE 1</b> .....	
RECOGNITION .....	1,2
<b>ARTICLE 2</b> .....	
PROFESSIONAL COMPENSATION .....	3,4
A) <i>Salary Schedule</i> .....	3
B) <i>Class Reimbursement</i> .....	3,4
C) <i>Licensure/Renewal Reimbursement</i> .....	4
D) <i>Professional Organization/Journal Fees</i> .....	4
E) <i>Mileage Reimbursement</i> .....	4
<b>ARTICLE 3</b> .....	
AGENCY SHOP.....	5
<b>ARTICLE 4</b> .....	
PROFESSIONAL POLICIES .....	6,7,8
A) <i>Work Hours</i> .....	6
B) <i>Teaching Loads</i> .....	6
C) <i>Student Teacher Assignments</i> .....	6
D) <i>Substitutes</i> .....	6
E) <i>Work Assignment</i> .....	7
F) <i>Flexible Scheduling</i> .....	7
G) <i>Compensatory Time</i> .....	7
H) <i>Homebound/Hospital Services</i> .....	7
I) <i>Mentor</i> .....	7,8
<b>ARTICLE 5</b> .....	
INDIVIDUAL RIGHTS.....	9
<b>ARTICLE 6</b> .....	
MANAGEMENT RIGHTS CLAUSE .....	10
<b>ARTICLE 7</b> .....	
ASSOCIATION RIGHTS .....	11
<b>ARTICLE 8</b> .....	
GRIEVANCE PROCEDURE .....	12,13
<b>ARTICLE 9</b> .....	
LAYOFF & RECALL .....	14,15,16
<b>ARTICLE 10</b> .....	
JOB POSTING PROCEDURE .....	17
<b>ARTICLE 11</b> .....	
EVALUATION PROCEDURES .....	18,19,20

<b>ARTICLE 12.....</b>	
LEAVES.....	21,22,23,24,25,26
A) Sick Leave.....	21,22
B) Child/Family Care Leave.....	23,24
C) Personal Leaves.....	24
D) Jury Duty/Subpoenaed Leave.....	24
E) Bereavement & Funeral Leave.....	25
F) Sabbatical Leave.....	25,26
G) Half-time assignment.....	26
H) Special Leave.....	26
<b>ARTICLE 13.....</b>	
SICK LEAVE BANK.....	27,28
<b>ARTICLE 14.....</b>	
CONFERENCES.....	29
<b>ARTICLE 15.....</b>	
SCHOOL CLOSINGS.....	30,31,32
<b>ARTICLE 16.....</b>	
CALENDAR.....	33
<b>ARTICLE 17.....</b>	
NEGOTIATIONS.....	34
<b>ARTICLE 18.....</b>	
NO STRIKE CLAUSE.....	35
<b>ARTICLE 19.....</b>	
SEVERABILITY.....	36
<b>ARTICLE 20.....</b>	
ENTIRE AGREEMENT.....	37
<b>ARTICLE 21.....</b>	
INSURANCE PROTECTION.....	38,39,40,41,42,43,44
<b>ARTICLE 22.....</b>	
COMPENSATION.....	45,46,47
I.) Salary.....	45
II.) Off-Schedule Payment.....	45
III.) Longevity.....	46,47
<b>ARTICLE 23.....</b>	
DURATION.....	48
<b>ARTICLE 24.....</b>	
SPECIAL PROVISIONS.....	49
<b>ARTICLE 25.....</b>	
VOLUNTARY SEVERANCE PLAN.....	50
<b>SCH A.....</b>	
SALARY SCHEDULE(S).....	51,52,53
A) 2007-2008.....	51
B) 2008-2009.....	52
C) 2009-2010.....	53

## ARTICLE 1

### RECOGNITION

**A.** The Board hereby recognizes the Mason-Lake Education Association, hereinafter referred to in this Agreement as Association, as the exclusive bargaining representative, as defined in the Public Employment Relations Act, as amended, for all professional personnel, whether full-time, part-time, under contract in, but not limited to, the following categories:

1. Special Education Teachers
2. School Psychologists
3. School Social Workers
4. Occupational Therapists
5. Physical Therapists
6. Teacher Consultants for Special Education
7. Teachers of the Homebound and Hospitalized
8. Teachers of the Speech and Language Impaired
9. Other professional personnel whose employment requires teacher certification (or approval, authorization or licensure, as applicable)

Excluded are Principals/Supervisors, Superintendent, Director of Special Education, Building Coordinator, other supervisory and executive personnel as determined by the Act, office personnel, clerical employees and all other employees of the District. Also excluded are substitute or temporary employees. In the event a dispute occurs relative to a newly created position, the parties shall refer the matter to the appropriate MERC procedures.

**B.** The term "Employee" when used in this Agreement shall mean all professional employees covered by this Agreement. The employee classifications under this Agreement shall be as follows:

1. "Tenure" employees, which shall be defined to include certificated employees holding assignments for which certification is required, according to the provisions of the Teachers' Tenure Act, and who have not been denied tenure by the Board of Education. Said employees must have also completed the probationary period required by the Teachers' Tenure Act.

2. "Non-tenure" employees, which shall be defined to include those employees who are not eligible for tenure status according to the provisions of the Teachers' Tenure Act but whose employment requires state approval, authorization or licensure appropriate to their assignment, and who have at least four (4) years of experience in the District (two (2) years of experience for those hired prior to July 1, 1996).
3. "Probationary" employees, which shall be defined to include all remaining employees in the bargaining unit exclusive of "tenure" and "non-tenure" employees as defined above.

This Agreement shall neither be construed nor interpreted to confer tenure upon any bargaining unit member in any capacity other than as a teacher for "tenure" employees who have satisfied the probationary period required by the Teachers' Tenure Act.

The pronoun "he" shall refer to both male and female employees.

- C.** The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.
- D.** Nothing contained herein shall be construed to prevent individual teachers from presenting a grievance and having the grievance adjusted without intervention of the Association, provided that the Association has been given the opportunity to be present.

## ARTICLE 2

### PROFESSIONAL COMPENSATION

#### A. Salary Schedule

The salaries of employees covered by this Agreement are set forth in Schedule A which is attached and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

The salaries of employees will be paid bi-weekly every other Friday for twenty-six (26) or twenty-two (22) pays beginning Friday, September 7, 2007.

An employee, other than a new hire, must provide the business office with annual written notice no later than August 15<sup>th</sup> preceding the start of the school year if he wants to have his salary paid over twenty-two (22) bi-weekly pay periods.

Thereafter, no further changes in salary distribution will be allowed for the remainder of the school year. In the event notice is untimely, salary shall be paid over twenty-six (26) bi-weekly pay periods.

#### B. Class Reimbursement

Since the Board and the Association support the principle of continuing training of teachers; the Board will pay fifty percent (50%) of tuition cost for on and/or off campus graduate work. In order to qualify for reimbursement, the course work must be closely related to the employees work and/or leading to an advanced degree in his/her field.

##### Guidelines for Class Approvals:

- a) If an advanced degree is in the employee's own field, all courses required will be automatically approved. Employees must submit a written copy of their approved program.
- b) If an advanced degree is closely related to the employee's field, or may be useful to the District in the future, all required courses may be approved after discussion with the Employee's immediate Administrative Assistant/Superintendent. This also requires submission of a written program plan.
- c) Courses outside of a program or required in a non-approved degree program may be approved if they directly relate to and will benefit the employee in his/her present position. These must be discussed with the Employee's Department Head or Superintendent.

- d) If an advanced degree is unrelated to the employee's present position, required courses will not be approved unless a specific course is determined to be related to the employee's position. Each course for which the employee wishes reimbursement must be discussed with the Employee's Department Head or Superintendent and he will make a decision on approval or disapproval.

All courses which are in question must be discussed with the Employee's Department Head or Superintendent. If the course is not clearly approved by the above guidelines, the employee must present justification for the class. Final approval must be granted by the Department Head or Superintendent on all courses which are not clearly defined by these guidelines.

In the event the Administration requests an employee to take a specific graduate course, the Board will pay one hundred percent (100%) of tuition cost for on and/or off campus graduate work.

**C. Licensure/Renewals Reimbursement**

The Board shall reimburse members for one-hundred (100%) percent of the cost of licensure or renewals as required for employment.

**D. Professional Organization/Journal Fees**

The Board shall pay 100% per bargaining unit member per year for the costs of joining professional organizations and subscribing to professional journals with the advanced approval of the Employee's Department Head or Superintendent.

**E. Mileage Reimbursement**

Mileage reimbursement shall be at the IRS rate. Bargaining unit members shall receive expense checks:

- a) No later than 12 o'clock noon the Friday following Board meetings held on the first Tuesday of the month; or
- b) No later than 12 o'clock noon on the 15th of the month when Board meetings are held later than the first Tuesday of the month.

### **ARTICLE 3**

#### **AGENCY SHOP**

- A.** Within thirty (30) calendar days of the first day of work, employees shall pay membership dues or a service fee to the Association as a condition of continued employment.

The deduction of membership dues and service fees is required as a condition of the Master Contract. Such amounts will therefore be deducted pursuant to the authority set forth in MCLA 408.477.

The Association agrees to indemnify and save the Board, and including each individual school board member and their agents, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court of administrative agency costs that may arise out of or by reason of action by the Board for purposes of complying with this provision.

- B.** Membership dues and service fees will be payroll deducted in amounts and in accordance with a schedule determined by the Association. The Board agrees to promptly remit such amounts to the Association.
- C.** In the event an employee challenges the amount of the service charge established by the Association, the Service Charge may continue to be payroll deducted from the employee. The fee shall be determined by the Mason-Lake Education Association on an annual basis.



## ARTICLE 4

### PROFESSIONAL POLICIES

**A. Work Hours**

The normal workday for full-time itinerant staff shall be seven and one-half (7 ½) hours per day to include a duty free lunch period.

The normal workday for classroom teachers shall be defined by the required student program hours of instruction as determined by Administration. Program planning time for classroom teachers shall be determined by Administration and scheduled in addition to the defined normal workday.

Deviations of Special Education teacher's workday and/or work hours as outlined in Article 5 (A) are subject to the guidelines as set forth by the State of Michigan for each area under the present Revised Administrative Rules for Special Education or the Mason-Lake Intermediate School District Plan.

**B. Teaching Loads**

Certified Special Education personnel shall follow the guidelines as set forth by the State of Michigan for each area under the present Revised Administrative Rules for Special Education or the Mason-Lake Intermediate School District Plan.

**C. Student Teacher Assignment**

Student teacher assignments shall be made by Administration after consulting with the classroom teacher. The placement of a student teacher will be based upon the District's determination of the benefits to be derived from the experience, for the student teacher, as well as the impact of the student teacher's presence on the students and assigned classroom teacher.

**D. Substitutes**

Employees who are to be absent from work are to report their absence to the District prior to 8:00 a.m. or one hour prior to the start of the school day, whichever is earlier, in order for the District to obtain an appropriate substitute for the employee.

**E. Work Assignment**

All bargaining unit members will be given written notice of their anticipated assignment for the forthcoming school year no later than July 1st. Such notice shall include work location, schedule, and a list of probable clients where applicable. If any changes are effectuated after July 1st, affected personnel will be notified accordingly.

The Employee's Supervisor shall notify affected personnel and the Association of requested deviations made pursuant to Federal and State laws regarding Special Education.

**F. Flexible Scheduling**

If in the opinion of the employee and the employee's supervisor, it would be beneficial to Intermediate School District programs and services to deviate from the agreed upon Calendar (Schedule B), a flexible scheduling plan may be mutually discussed by both parties. With mutual consent, said plan will be instituted. Such arrangements shall be done prior to implementation.

**G. Compensatory Time**

Compensatory time, when deemed warranted, may be granted at the discretion of the Department Director/Supervisor or the Superintendent. Compensatory time requires prior administrative approval. Compensatory time shall be used within the school year it is granted and shall not accrue.

**H. Homebound/Hospitalized Services**

Certified and qualified bargaining unit members may be utilized to provide necessary homebound/hospitalized services, as determined by Administration, when such assignment does not conflict with their normal assignment.

Employees will be paid based on their appropriate per diem and approved mileage will be reimbursed at the prevailing IRS rate.

**I. Mentor**

a) In accordance with Section 1526 of the Revised School Code, which requires all new classroom teachers in the first three (3) years of classroom teaching experience to be mentored by a master teacher, mentors shall be assigned accordingly to new classroom teachers by their Supervisor and/or Director.

Assigned mentors shall be available to provide professional support, instruction and guidance.

- b) In the event that a new hire requires full-year supervision, from a certified employee in the same classification, for the purpose of attaining certification, the new hire shall be assigned a mentor by his Supervisor and/or Director.
- c) Assigned mentors shall receive a stipend of \$300.00 per year for the assignment. Payment of the stipend will be made in the pay following the last scheduled instructional day of the school year.

## ARTICLE 5

### INDIVIDUAL RIGHTS

- A.** No non-probationary employee shall be disciplined, non-renewed, or discharged without just cause.
- B.** It is expressly understood that the non-renewal of a probationary teacher is not subject to the arbitration provision of this Agreement.
- C.** The parties recognize that the general working conditions for teachers shall conform to the requirements of Public Act 451, Special Education Code.
- D.** In the event that the Mason-Lake ISD shall be annexed, consolidated, or otherwise reorganized with one or more other Intermediate Districts, the Board shall take such reasonable steps to assure the continued employment of its employees where possible.

## ARTICLE 6

### **MANAGEMENT RIGHTS CLAUSE**

The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the Mason-Lake Intermediate School District and its properties and facilities, and the professional and occupational activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the condition for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees; unless otherwise specifically provided for in the Agreement.
3. To establish courses of instruction, including special programs, as deemed necessary by the Board.
4. To decide upon the selection of teaching materials, and the use of teaching aides of every kind and nature. The Board will consult with teachers in the affected area with respect to these matters.
5. To determine class schedules, duties, and responsibilities of Intermediate employees, as subject to the Contract.

The exercise of the foregoing power, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, judgment and discretion in connection there-with shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

## ARTICLE 7

### **ASSOCIATION RIGHTS**

- A.** The Association and its representatives shall have the exclusive right to use school buildings at all reasonable hours for meetings, provided that when special custodial services are required, the Board may make a reasonable charge therefore. No charge shall be made for the use of school rooms before the commencement of the school day or until 6:00 p.m.
- B.** Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.
- C.** The Association shall be the only organization having the exclusive right to use school facilities, computers and office equipment, and audiovisual equipment at reasonable times when such equipment is not otherwise in use.
- D.** The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the staff lounge. The Association may use the district's mail service, the district's electronic mail (e-mail) system (in accordance with the District's Internet Policy Agreement), and employee mail boxes for communication to employees.
- E.** The Board agrees to make available to the Association in response to reasonable requests all available information as required under the Freedom of Information Act together with information which may be necessary for the Association to process any grievance or complaint or bargain a Successor Agreement.
- F.** The Rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- G.** The Board shall place on the agenda of each regular Board meeting any matters brought to its attention by the Association as long as those matters are made known to the Superintendent's office forty-eight (48) hours prior to said regular meeting.

## ARTICLE 8

### **GRIEVANCE PROCEDURE**

A grievance shall be an alleged violation, misapplication, or misinterpretation of the expressed terms of this Agreement and shall be resolved through the procedures set forth herein. The term "days" as used herein shall mean days in which students are in attendance in the center-based programs. Any matter for which there is an appeal provided through an administrative procedure (i.e. Tenure, MERC, EEOC, etc.) shall not be subject to the grievance procedure.

Written grievance as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsection of the Agreement alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested;
7. When it becomes necessary to write a grievance, it must be presented in writing.

The grievant shall have the right to have a representative of his choice to be present at any level of the grievance procedure. The Association also reserves the right to have a representative present at all proceedings beyond Level One.

#### **LEVEL ONE:**

A grievant believing himself wronged by alleged violation of the expressed provisions of this Agreement shall within ten (10) days of its alleged occurrence orally discuss the grievance with the Superintendent in an attempt to resolve same. The ten (10) days may be extended by mutual agreement of the Board Grievance Committee and the Association Grievance Committee. If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within eight (8) days of said discussion to Level Two.

**LEVEL TWO:**

A copy of the written grievance as specified in Level One shall be filed with the Superintendent or his designee agent and with the Association Grievance Committee. Within ten (10) days of the receipt of the grievance, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of same in a permanent file in his office and transmitting a copy to the Association Grievance Committee.

**LEVEL THREE:**

If the grievant and the Association are not satisfied with the disposition of the grievance or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration before an impartial arbitrator by serving express written intent to arbitrate to the Board within fifteen (15) working days of the date of disposition at Level Two or date the disposition at Level Two is due.

No individual can submit a grievance to arbitration. No grievance may be submitted to arbitration without the approval of the Association.

If the parties cannot agree as to the arbitrator within the ten (10) days from the notification date that arbitration will be pursued he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding, any facts not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. 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 fees and expenses of the arbitrator shall be shared equally by the parties.

The time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Notwithstanding the expiration of this Agreement, any grievance arising and filed prior to the expiration of this Agreement shall be processed through the grievance procedure until resolved.



## ARTICLE 9

### LAYOFF AND RECALL

- A.** It is hereby specifically recognized that it is within the sole discretion of the Board to effectuate necessary reductions in personnel. In the event of economic cuts, declining student enrollment, declining funding, impacting Federal or State Law rule changes or interpretations, or other conditions necessitating a reduction in personnel, the Board of Education may implement staff reductions upon sixty (60) calendar day written notice to the affected employees.

The sixty (60) calendar day notice shall not apply to teachers working in the summer on extended school year programs. Regarding the summer school program only, the Board will provide at least ten (10) calendar days notice of layoff to teachers working in the summer on extended school year programs; however, in no event will a teacher be laid off from a summer program after August 1st.

- B.** Seniority shall be defined as the length of continuous full-time equated service to the Mason-Lake ISD Board since the employee's most recent date of hire. Credit given for outside teaching experience in other districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act. Approved Leaves of Absence shall not be construed as interrupting the employee's continuous years of service nor shall seniority accrue on such leaves. The Employer shall prepare a seniority list as applied to the Association by classification and submit a copy of the same to the Association no later than October 15th of each school year. Employee's promoted to positions outside the bargaining unit shall have their accumulated seniority frozen. Upon return to the bargaining unit, such employees shall be credited with years of administrative service in addition to teaching services. Only the years of service accumulated in the bargaining unit may be used by an administrator in bumping into the bargaining unit. Employees in positions not subject to the provisions of the Tenure Act shall serve

a probationary period paralleling that under the Act.

- C.** Senioreed employees whose positions have been eliminated shall have the right to be transferred by the Board to the position held by the least senioreed person working within their classification contingent upon certification. Should there be no less senioreed employee within the affected employee's classification, the employee, if certified, shall have the right to be transferred by the Board to a position in another classification held by the employee with the least seniority.
- D.** Changes in certification while on layoff shall not affect the employee's status while on layoff. For the purpose of re-certification, layoff status begins with receipt of the layoff notice. Laid off employees who complete their contractual year shall not lose their fringe benefits or salary over the summer months. A bargaining unit member shall provide written notice to the Board and the Association of any change to his/her certificates, endorsements, licenses, authorizations or approvals after the original filing of same with the Board. This shall include notice of any additional endorsements, certificates, renewals, authorizations, approvals, as well as expirations, revocations and any limitations thereon. The employee shall further notify the Board and the Association, in writing, in the event that he petitions the State Board of Education or Michigan Department of Education for nullification or limitation of his/her certificate, one or more endorsements thereon, or a grade level certification appearing on the certificate.
- E.** Employees shall be recalled to vacancies to which they are classified and certified in inverse order of layoff. No new employees shall be hired by the Board while there remains employees in positions reduced in hours by layoff or employees laid off who are eligible for recall.

It is expressly understood that no vacancies as determined by the Board shall be posted while there are employees in positions which have been reduced or eliminated through staffing reductions.
- F.** The Board shall give written notice of recall by sending certified letters to said employee at his last known address. It shall be the responsibility of each employee to notify the Board of any changes in address.

Following the receipt of written notice, the employee shall have ten (10) calendar days to accept or reject recall. Except as set forth below, refusal to accept a recall shall be considered a voluntary resignation.

Teachers shall only be eligible for recall for a period of three (3) years from the effective date of his/her layoff. Teachers may refuse recall to a position which is not equal in hours to the position held prior to layoff or in instances where the Tenure Act permits tenured teacher under contract to decline a recall and remain eligible for recall. A refusal shall not however serve to extend the three (3) year limit set forth herein.

The use of a laid off non-tenured teacher as a substitute or on a per diem basis for less than 30 consecutive school days shall not constitute a recall for purposes of the master agreement.

- G.**
- 1) For purposes of this Agreement, the term "certificated" shall be defined to include: teaching certificates, written approvals and licenses issued by the State of Michigan which are necessary to perform a specific assignment. The term "certificated" shall also include position specifications issued by Federal or State Governments in connection with receipt of full categorical, membership or grant funding for a particular program operated by the Board.
  - 2) The term "classification," for purposes of this Agreement, shall be defined by reference to the seniority list developed by the parties.

## **ARTICLE 10**

### **JOB POSTING PROCEDURE**

1. When a full-year vacancy occurs, it shall be posted on the Association bulletin board for ten (10) workdays. The posting shall reference a job description specifying position qualifications and responsibilities. The posting shall be distributed to bargaining unit members via the District's electronic mail (e-mail) system.
2. Application shall be made to the designated administrator during the posting period in writing.
3. Current employees who make application and who are certified and qualified shall be considered for the posted position.
4. When a vacancy occurs outside the regular school year calendar, a posting notice will be mailed to all bargaining unit members, at their last known address, and shall be distributed to bargaining unit members via the District's electronic mail (e-mail) system. An employee's claim that a posting notice was not received shall not be the basis for a grievance.
5. The Administration reserves the right to select the applicant (internal or external) who is the most qualified for the vacant position.

## ARTICLE 11

### EVALUATION PROCEDURES

A. The Board will insure that each probationary employee is evaluated at least once each year and tenure and non-tenure employees at least once each three (3) years in accordance with the following.

1. Employees will be informed of evaluative procedures and instrumentation and advised as to who shall observe and evaluate their performance. Teachers shall be apprised of the specific criteria on which they will be evaluated.

The criteria shall be limited to the following areas:

- a) Knowledge of subject matter
  - b) Efficacy of teaching methods
  - c) Appropriate and effective classroom control and discipline
  - d) Ability to establish rapport and a positive working relationship with students, Administrators, other teachers and parents
  - e) Mental and physical ability to perform teaching responsibilities
2. Monitoring or observing the work performance of an employee will be done openly. Covert surveillance, including the use of electronic devices, will not be used without the full knowledge and permission of the employee.
  3. The formal evaluation will be preceded by at least two (2) working observations, each of which shall be at least thirty (30) consecutive minutes in duration, and held at least sixty (60) days apart, unless a shorter interval between the two (2) observations is mutually agreed upon by the teacher and Administration.  
Evaluations will be discussed with employees not later than ten (10) working days after the date of the last formal observation supporting the evaluation, if either the employee or the evaluator requests a post-evaluation conference.

4. If a staff member (other than a probationary bargaining unit member) is identified by the evaluating administrator as being unsatisfactory or needing improvement, a meeting shall be convened to discuss in detail performance problems being experienced by the employee. The supervising administrator shall develop or amend a written Individualized Development Plan (IDP) to bring about desired changes in the employee's identified performance problem areas. The evaluating administrator and the employee shall be jointly responsible for implementing the IDP. The evaluating administrator shall make whatever observations are necessary to determine if the objectives of the IDP are being attained by the employee.  
The IDP shall specify a time interval for desired performance remediation, which normally will not exceed two (2) semesters.
5. The District shall provide each probationary teacher with an Individualized Development Plan (IDP). The probationary teacher shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP.
6. Not later than sixty (60) days prior to the close of the school year, the Superintendent and probationary teacher shall receive the final written evaluation report, including the recommendation as to whether the teacher should acquire tenure status, continue probationary status, or be denied a contract for the ensuing year. Teachers hired at mid-year shall receive a final written evaluation report not later than sixty (60) days prior to their anniversary date.
7. Each employee will be provided with a signed copy of the formal evaluation. The employee shall sign for receipt of the evaluation at the time it is provided to him/her. This signature does not mean that the employee is in agreement with the formal evaluation.
8. Employees will be informed of any evaluative data which is to be included in their respective personnel files and given an opportunity to discuss it with the evaluator.

9. If an employee does not agree with an evaluation report or other written report prepared for his personnel file, he shall have an opportunity to discuss the report with his immediate supervisor and the Superintendent.
  10. As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the Revised School Code (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for either the time connected with completion of these requirements or for other costs such as enrollments, course and/or registration fees.
- B. Evaluations shall be in writing. Copies of completed evaluations shall be placed in the employee's personnel file maintained in the District's Human Resources Office along with any written responses the employee may wish to make to such evaluations.
- C. Each employee shall have the right upon request to review the contents of his personnel file with or without a representative of the Association. The review will be made in the presence of the person responsible for the safekeeping of such files.

The Board and the Association recognize that employee personnel records maintained by the District are subject to disclosure under the Freedom of Information Act, as interpreted and applied by Michigan appellate courts. If the District is served with a Freedom of Information Act request (or a subpoena or other request for civil discovery) it will notify the bargaining unit member of the request, in advance of complying with the disclosure request. Notice is sufficient if sent by the District to the bargaining unit member's address of record, as on file in the District's central office.

## **ARTICLE 12**

### **LEAVES**

#### **A. SICK LEAVE**

1. Sick leave will be granted for personal illness or disability (including disabilities related to pregnancy, miscarriage, abortion, or childbirth in compliance with state or federal codes) or for illness or disability in the immediate family. Sick leave will also be granted for medical, dental, vision and/or other medical-related appointments involving the employee or an immediate family member. Accumulated sick leave must be used, if available, for the reasons stated herein. The immediate family consists of husband or wife, son or daughter, mother, father, father-in-law, mother-in-law, brother, sister, grandparent, step-parent, step-children, or member of employee's household. The total maximum number of days granted for immediate family illness shall not exceed ten (10) days per year. The Superintendent may grant an additional ten (10) days at his discretion for this purpose. Any additional leave for illness of immediate family must be with permission of the Board and Superintendent.
2. All members covered by this Agreement shall accumulate one (1) sick leave day per month for each month worked each year with pay up to a maximum of twelve (12) days. The allowance of succeeding years accumulate to a maximum of one hundred fifty (150) days.  
A month shall be defined as any month in which an employee is with individual contract and is paid for eleven (11) days or more (excluding sick bank days paid), except June which shall be considered a month if the employee is with individual contract and not receiving sick bank pay.  
Sick leave shall be deducted in one-half (1/2) day or full day increments.
3. The employee must assume the responsibility of notifying the schools involved and/or the Intermediate Office when he expects to be absent. This information must be given to the Intermediate Office prior to 8:00 a.m. or one hour prior to the start of the school day.



4. The Board reserves the right to receive medical verification from employees and to have employees examined (at Board expense) by Board-designated physicians, psychiatrists or psychologists in order to:
  - (1) determine an employee's ability to perform the essential functions of his/her assignment without posing a direct threat to the safety of the employee or others in the workplace; or
  - (2) verify an employee's ability to return to work to perform essential job functions after a leave of absence; or
  - (3) verify an employee's eligibility for any leave of absence taken for purposes of illness or disability under the Agreement.
5. In the event that an employee uses no sick days (either for personal or family illness) during his normal work year, that employee shall be awarded two (2) bonus days. Use of these bonus days shall not be restricted; however, prior administrative approval will be required. In the event that the bonus days are not retained in a successor agreement, the Employer will honor the accrued days in any subsequent agreement.
6. A prior-approved request under this Article will not be deducted from the employee's sick leave allowance in the event of a school closure on the requested leave day.
7. Upon severance of employment (except for discharge) with the Board, provided the teacher has been employed a minimum of ten (10) years, an employee shall be paid \$100.00 per day for unused earned sick leave days up to a maximum of 85 days. In the case of death of an eligible employee, payment shall be made to his/her beneficiary, provided the Employee has a written beneficiary designation on file with the Employer.
8. Employees who sever employment with less than ten (10) years employment shall have their accumulated sick leave applied to the Sick Leave Bank, Article 13, and shall not receive nor be eligible for severance pay.
9. The Employer reserves the right to request a physician's statement for the use of personal sick leave or family illness leave in the event the employee requests such leave for more than three (3) consecutive work days.

**B. CHILD/FAMILY CARE LEAVE**

Child/family care leave, for the purposes of this Agreement, shall be defined as: childbirth, or to provide care for the employee's newborn child, newly adopted child, newly placed foster child, or a child, parent or spouse with a serious health condition.

1. Employees shall notify the District, in writing, not later than thirty (30) calendar days prior to the anticipated date of desired child/family care leave. In the case of emergency or unanticipated leave, the employee shall notify the Employer as soon as possible.
2. Employees requesting child/family care leave shall utilize their available accumulated sick leave in accordance with Article 12 (A). If the employee has exhausted all available accumulated sick leave, the employee shall be placed on an unpaid leave of absence.
3. Bargaining unit members who meet the eligibility requirements of the Family and Medical Leave Act (FMLA) shall be allowed an unpaid leave of absence for child/family care up to twelve (12) weeks (in a twelve month rolling period).
4. During the requested child/family care leave period, the Board shall continue to pay insurance premiums (for insurance coverage for the employee and his eligible dependents as specified in Article 21, Insurance Protection) to the first of the month following the end of the twelve (12) week FMLA period.
5. Employees who are not eligible for FMLA leave or who desire time beyond the twelve (12) weeks allowed, may request an unpaid leave of absence for child/family care for a period not to exceed one (1) year. Seniority accumulated will not be lost nor will pay be reduced from the previous level.

6. At the expiration of an approved leave of absence, the employee shall be returned to the position held at the time the leave was granted or to a position within the bargaining unit for the which the employee is certified (or approved, or authorized as applicable) and qualified. This shall be considered as restoration to an equivalent assignment for purposes of FMLA.
7. The Board reserves the right to request any documentation deemed necessary and appropriate to support the employee's child/family care leave request.

**C. PERSONAL LEAVES**

Four (4) days (two days for employees hired for the second semester) per year may be used for personal business upon prior approval of the employee's supervisor. Twenty-four hour advance notice is required when possible. Personal days shall not be used to extend the following scheduled holiday periods:

4<sup>th</sup> of July, Labor Day, Thanksgiving Break, December Holiday Break, Spring Break, Good Friday or Memorial Day

Personal days not used by June 30th of each contract year will be added to the Individual's sick leave accumulation.

A request under this Article will not be deducted from the employee's personal leave allowance in the event of a school closure on the requested leave day.

**D. JURY DUTY/SUBPOENAED LEAVE**

An employee who is summoned for jury duty or subpoenaed as a witness, upon submission of notification documentation, shall be released from work to appear as ordered. The employee shall be compensated for the difference between his regular pay and the pay received for the performance of the obligation. Mileage reimbursement paid by the court shall be retained by the employee.

**E. BEREAVEMENT AND FUNERAL LEAVE**

- A) An employee shall be allowed five (5) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Step-Mother, Step-Father, Brother, Sister, Wife or Husband, Son, Daughter, Step-children, Mother-in-law, Father-in-Law, Brother-in-Law, Sister-in-law, Son-in-Law, Daughter-in-Law, Grandparents and Grandchildren, or a member of the employee's household.
- B) An employee shall be allowed one (1) work day not to be deducted from sick leave for the death of a relative of other than above or friend for the exclusive purpose of attending the funeral.
- C) Additional time may be granted at the discretion of the Superintendent.

**F. SABBATICAL LEAVE**

Continuing tenure employees and four years certified personnel after seven consecutive years of employment with the Mason-Lake Intermediate School District shall be eligible for leave of absence in accordance with Section 632 of the Revised School Code, MCLA 280.632.

Requests for sabbaticals shall be made in writing prior to March 1st preceding the school year when the sabbatical is requested.

- 1. Sabbatical leave may be given to the above employees by the Board for:
  - a) Continued study in the employee's major or minor or present employee's responsibilities;
  - b) Travel relevant to the employee's major or minor or to the employee's responsibilities.
- 2. An employee shall be allowed credit toward retirement for time spent on sabbatical leave under regulations established by the Michigan Public School Employees' Retirement Board.
- 3. Upon return from sabbatical leave, an employee shall be restored to the position held prior to sabbatical leave or to a position of like nature, seniority, and pay.

4. All such leaves of absence are without pay and without sick leave accumulation and without Board paid insurance payments. However, sick leave and seniority previously accumulated will not be lost. Persons on sabbatical leave may continue their insurance protection during their sabbatical by forwarding the required monthly payment to the Board prior to the date due.
5. Employees on leave who wish to return to employment must notify the Superintendent in writing by March 1st of the preceding school year.

**G. HALF-TIME ASSIGNMENTS**

Employees who wish to request a half-time assignment will notify the Superintendent in writing no later than sixty (60) days prior to the anticipated date of desired leave. After consideration of the circumstances, the Superintendent may grant such a request at his discretion. The denial of leaves under this section shall not be subject to the grievance procedure. The Association shall be provided a copy of the Agreement in such instances.

**H. SPECIAL LEAVE**

Notwithstanding any other provision of this agreement, the Employer reserves the right to exercise those options available to it under the Family Medical and Leave Act and the rules and regulations adopted for its implementation by the federal government.

The position of an employee on an approved leave of absence under Article 12 or 13 will not constitute a vacancy for purposes of this Agreement.

## ARTICLE 13

### **SICK LEAVE BANK**

- A.** The Board and the Association agree to maintain the Sick Leave Bank to be operated in accordance with the provision of this Article. One (1) day contributions will be made by employees with matching contributions by the Board. A balance of one hundred eighty-seven (187) days shall be maintained in the Bank.

In the event that the total accumulation in the Sick Leave Bank falls below one hundred eighty-seven (187) days, all employees and the Board shall make matching contributions to reestablish and maintain a balance of one hundred eighty seven (187) days or more.

In the event the total accumulation in the Sick Leave Bank exceeds the one hundred eighty-seven (187) day maximum, employees and the Board shall not continue their contributions as provided for in the first paragraph of this Article.

- B.** Restrictions relative to the usage of Sick Leave Bank days are as follows:

- 1) The first thirty (30) calendar days of illness or disability will not be covered by the Sick Leave Bank, but must be covered by the Employee's own accumulated sick leave or be an absence without pay.
- 2) A Sick Leave Bank Advisory Committee will be established and composed of two (2) members appointed by the bargaining unit and one (1) administrator appointed by the Superintendent. The Committee will review all requests and make a recommendation to the Superintendent for final determination. The final determination by the Superintendent will be subject to Article 9, Grievance Procedure, excluding Arbitration.
- 3) Access to the Sick Leave Bank days may only be utilized by contributing bargaining unit members.
- 4) Personal sick leave accumulation must be exhausted prior to requesting Sick Leave Bank days.
- 5) A physician's statement will be required. The Employer reserves the right to require a statement from an Employer-appointed physician.

- 6) The maximum of sixty (60) days draw per year from the Sick Leave Bank will be afforded bargaining unit members.
- 7) Upon the ninety-first (91) day of an employee's illness or disability access to the Sick Leave Bank will be terminated and the employee shall apply for benefits afforded under Article 21, Insurance Protection.
- 8) Bargaining unit members owing the bank shall repay the Sick Leave Bank at a rate of one (1) extra day per year in addition to the required annual contribution. At the end of that school year, they will also contribute one-half of their unused sick days remaining from that year only.  
In the event the employee severs employment, the Board reserves the right to deduct any amounts owed from the employee's final payroll check(s), and withhold payments under Article 13 (H).
- 9) Requests for Sick Leave Bank days must be made in writing to the Superintendent with a copy to the Association President.
- 10) The disability period shall be the length of the normal employment period.

**C.** Records relative to the Sick Leave Bank will be maintained at the Intermediate School District Business Office and will be made available for examination by the Association.

**D.** In the event of the Sick Leave Bank not being retained in a successor agreement, accumulated days in the Sick Leave Bank will be returned to contributing employees on a prorated basis.

## **ARTICLE 14**

### **CONFERENCES**

- A.** Requests to attend conferences and workshops shall be in accordance with policies and procedures as set forth by the Intermediate Superintendent and/or the Board of Education, as referenced in the Staff Handbook.

Requests to attend conferences and/or workshops, as well as related conference/workshop expenses, are subject to prior approval of the Administrative Supervisor, Department Director, the Intermediate Superintendent and/or the Board of Education.

Approved conference/workshop expenses incurred shall be processed and reimbursed in accordance with policies and procedures as set forth by the Intermediate Superintendent and/or the Board of Education, as referenced in the Staff Handbook.

Mileage reimbursement shall be at the IRS rate.

- B.** Time is to be allowed for Association officers to attend MEA conferences and workshops up to four (4) total days for Association business each school year upon prior notification to the Superintendent.



**ARTICLE 15**  
**SCHOOL CLOSINGS**

- A.** Days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe weather, fires, epidemics, or health conditions as defined by health authorities, the following conditions will apply:
1. Classroom Teachers – MLISD Developmental Center Programs (as defined by Administration)
    - a) In the instance of a school closure as defined in (A) above, MLISD Developmental Center Program Classroom Teachers will be released with pay for the first three (3) closures each year and will not be required to make these days up.
    - b) MLISD Developmental Center Program Classroom Teachers will report to work on subsequent school closures as determined by, and at the discretion of the Department Director/Supervisor. Classroom Teachers who choose not to report for work on said subsequent school closures shall be paid, however lost days shall be made up at no added salary cost to the District. Lost work days may accumulate in one-half (1/2) or full day units. Specific make-up days, if warranted, will be established by Administration in consultation with the affected MLISD Developmental Center Program Classroom Teacher(s).
  2. Classroom Teachers – MLISD Local School District Programs (as defined by Administration)
    - a) MLISD Local School District Programs follow the calendar of the local school district in which they are located with regard to school closings.
    - b) In the instance of a school closure as defined in (A) above, MLISD Local School District Program Classroom Teachers will be released with pay for the first three (3) closures each year and will not be required to make these days up.

- c) MLISD Local School District Program Classroom Teachers will report to work on subsequent school closures as determined by, and at the discretion of the Department Director/Supervisor. Classroom Teachers who choose not to report for work on said subsequent school closures shall be paid, however lost days shall be made up at no added salary cost to the District. Lost work days may accumulate in one-half (1/2) or full day units. Specific make-up days, if warranted, will be established by the District in consultation with the affected MLISD Local School District Program Classroom Teacher(s).

3. Classroom Teachers – Career & Technical Education (CTE)

- a) CTE Classroom Teachers follow the calendar of the MLISD Developmental Center with regard to school closings.
- b) In the instance of a school closure as defined in (A) above, CTE Classroom Teachers will be released with pay for the first three (3) closures each year and will not be required to make these days up.
- c) CTE Classroom Teachers will report to work on subsequent school closures as determined by, and at the discretion of the Department Director/Supervisor. Classroom Teachers who choose not to report for work on said subsequent school closures shall be paid, however lost days shall be made up at no added salary cost to the District. Lost work days may accumulate in one-half (1/2) or full day units. Specific make-up days, if warranted, will be established by the District in consultation with the affected CTE Classroom Teacher(s).

4. Itinerants

- a) Itinerants follow the calendar of the MLISD Developmental Center with regard to school closings.
- b) In the instance of a school closure as defined in (A) above, Itinerants will be released with pay for the first three (3)

closures each year and will not be required to make these days up. If a circumstance warrants a request by the Department Director/Supervisor for an Itinerant to report to work on any of the first three (3) school closures, said workday will be deducted from the agreed upon final day of the contract year arrived at per Article 16 (A), Calendar.

- c) On subsequent MLISD Developmental Center school closures, Itinerant staff will report to local school districts, as scheduled, notwithstanding cancellations due to conditions not within the control of local school district authorities. If local school district cancellations occur, itinerant staff may report to work at the MLISD office for a maximum of five (5) days per year at the discretion of the Department Director/Supervisor. These days will be deducted from the agreed upon final day of the contract year arrived at per Article 16 (A), Calendar. Itinerant staff who choose not to report for work shall be paid, however lost days shall be made up at no added salary cost to the district. Lost work days may accumulate in one-half (1/2) or full day units. Specific make-up days, if warranted, will be established by the District in consultation with the affected itinerant staff member(s).

- B.** In the event the legislature or Department of Education requires school closure days be made up, all closure days will be made up at no added salary cost to the District.
- C.** In the event any provision of this Agreement restricts or otherwise limits the Board of Education in attaining the required number of days and hours of instruction to receive full funding or otherwise meet the requirements of the State of Michigan, the Superintendent and Association President will make the necessary adjustments in the Master Contract to assure compliance.

**ARTICLE 16**

**CALENDAR**

- A.** The employment calendar for the school years 2007-2008, 2008-2009, 2009-2010 shall be determined annually and distributed to employees at the beginning of the school year.
- B.** For the School Years 2007-2008, 2008-2009 and 2009-2010, the staff work days shall be the number of scheduled Mason-Lake ISD MCI Developmental Center student days of instruction, as determined by Administration at the beginning of the school year, plus one (1) additional day prior to the first day of said student days of instruction, plus five (5) additional days for required Professional Development. The scheduling of the five (5) additional required Professional Development days shall be determined by Administration.

**ARTICLE 17**  
**NEGOTIATIONS**

In negotiations no control shall be exercised by either party over the selection of the negotiating or bargaining representative of the other party.

It is recognized that no final agreement between the parties may be executed without ratification of the majority of the Board and the majority of the voting membership of the Association. The parties mutually agree that the representatives selected by each shall be clothed with power and authority to make proposals, consider proposals and to enter into concessions, in the course of negotiations or bargaining, subject to agreement upon all proposals and counter-proposals, considered in the entire package, submitted for approval and further subject to said ratification by the voting membership of the Association and the Board of Education.

The Association shall request an opening of the contract no later than May 1st of the year when this contract expires. In the event ambiguous language, intent, and/or circumstances not addressed in this contract arise, the Administration and Education Association leadership (President, Vice-President, and Chief negotiator) may mutually agree to discuss the issue(s). Should an acceptable resolution be agreed upon, a letter of understanding shall be written and signed by the involved parties. Said letter shall then be presented to the Board and the Education Association membership within ten (10) schools days of signing for ratification.

## **ARTICLE 18**

### **NO STRIKE CLAUSE**

- A.** The Association and the Board subscribe to the principle that differences which arise during the life of this Agreement shall be resolved by peaceful and appropriate means without interruption of the school program, and that grievance procedure ending in binding arbitration is contained in this Agreement for this purpose. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of activities in the school system during the life of this Agreement.

The above shall be in compliance with the most recent decisions relative to school strike legislation by the State of Michigan.

- B.** No Association member will be required to cross any picket line in the neighboring local districts. However, the employee will be required to report to work within the normal working hours.

**ARTICLE 19**

**SEVERABILITY**

If any provisions of the Agreement or any application of the Agreement to an employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or application shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the practice hereunder.

**ARTICLE 20**

**ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties and supersedes prior practices or understandings. It can only be amended by written consent by the District and the Association.



## ARTICLE 21

### INSURANCE PROTECTION

- A. The Board's obligation under this Article is to provide premium contributions in accordance with provisions herein for each eligible employee and his eligible dependents. It is expressly understood that all coverage's provided herein are specifically subject in all respects to the rules and regulations of the various insurance underwriters and/or insurance administrators.
- B. The Board shall make payment of insurance premiums for all eligible, covered employees who complete their contractual obligation to assure insurance coverage for a full twelve (12) month period commencing September 1st and ending August 31<sup>st</sup> of each school year thru the duration of this agreement.
- C. The open enrollment shall be jointly established by the Employer, the Association, and the appropriate underwriting company representative including opportunities for summer pre-enrollment and fall enrollment.
- D. The Employer will be responsible for providing insurance information including applications, claim materials, and enrollment meetings.
- E. In the event that an employee is disabled through injury or illness covered by Worker's Compensation, sick leave shall not be reduced and all fringe benefits shall continue for the duration of this disability up to twelve (12) months from the date of the initial injury.
- F. In the event of the death of an employee, the employee and family benefits mentioned in this Article shall continue uninterrupted for the duration of the employee's individual contract.
- G. The Board agrees to pay the full monthly premiums for each eligible employee and his eligible dependents for one of the following insurance benefit plans for the period September 1, 2007 thru December 31, 2007:

1) **PLAN A** **FOR EMPLOYEES NOT ENROLLED IN HEALTH INSURANCE WITH THE DISTRICT THROUGH A SPOUSE OR NOT ENROLLED ELSEWHERE.**

Health	MESSA Super Care 1 (Revised) \$50/\$100 Deductible \$5/\$10 Rx Co-pay Employee and Eligible Dependents
Dental	Class I, II, III & Annual Delta Dental Max 80/80S/80: \$1,000 With Sealant Rider Class IV & Lifetime Max – 80: \$2,800 Employee and Eligible Dependents
Negotiated Life	\$35,000 AD&D Employee
Vision	VSP-3 Plus Employee and Eligible Dependents
Long-Term Disability	66 2/3% \$2,500. Maximum 90 Calendar Days - Modified Fill Freeze on Offset Alcoholism/Drug - same as illness Mental/Nervous - same as illness COLA 3 Year Own Occupation Family Social Security Offset No Survivor Income Educational Supplement Pre-existing Condition Waiver Employee
Dependent Life	\$10,000/\$5,000 (spouse/child)

**2) PLAN B FOR EMPLOYEES ENROLLED IN HEALTH INSURANCE UNDER A SPOUSE'S PLAN WITH THE DISTRICT OR OTHERWISE ENROLLED ELSEWHERE:**

Dental	Class I, II, III & Annual Delta Dental Max 80/80S/80: \$1,000 With Sealant Rider Class IV & Lifetime Max – 80: \$2,800 Employee and Eligible Dependents
Negotiated Life	\$35,000 AD&D Employee
Vision	VSP-3 Plus Employees and Eligible Dependents
Long Term Disability	66 2/3% (same as above) Employee
Dependent Life	\$10,000/\$5,000 (spouse/child)

Employees electing MESSA-PAK PLAN B shall also receive \$150.00 per month, in accordance with the District's Section 125 Plan, toward the purchase of MESSA options, or an employer approved tax deferred/tax shelter annuity, or cash for the period September 1, 2007 thru December 31, 2007.

H. Effective January 1, 2008, after proper application by the employee and acceptance by the health insurance carrier, the Employer agrees to provide premium contributions in accordance with provisions herein for each eligible employee and their eligible dependents for the following insurance benefits and coverage:

**1) Plan A (for eligible employees electing health coverage)**

Health	Blue Cross/Blue Shield Flexible Blue 2 Plan \$1,250 single/\$2,500 Family Calendar Year Deductible Flexible Blue Rx Plan Preventative Care Riders: FB-OSCM-24; FB-RM100 and FB-PC 500M: CI, PCD2 and PD-CM; XVA (See Benefits-at-a-Glance Summary) Employee and Eligible Dependents
Dental	100% Exam-Cleaning-Fluoride 80% Other Basic/Major Benefits With Sealant Rider \$2,000/Person Annual Maximum Orthodontics – 80%/\$2,500 Lifetime Maximum Employee and Eligible Dependents
Vision	VSP-3+ Equivalent Employee and Eligible Dependents
Life Insurance	\$35,000 AD&D Employee
Long-term Disability	66 2/3% - \$3,500 Maximum 90 Calendar Days - Modified Fill Freeze on Offset Alcoholism/Drug - same as illness Mental/Nervous - same as illness COLA 3 Year Own Occupation Family Social Security Offset No Survivor Income Educational Supplement Pre-existing Condition Waiver Medical Premium Waiver Employee
Dependent Life	\$10,000/\$5,000 (spouse/child)

- a) The Employer shall deposit \$1,250 (single coverage) and \$2,500 (two person or family coverage) into the enrolled employee's Health Savings Account (HSA) prior to January 1<sup>st</sup> of each calendar year for the duration of this agreement. The employee becomes the owner of the HSA funds when deposited by the Employer, and is responsible for using those funds in accordance with Internal Revenue Service rules and regulations. The Employer will designate the financial institution receiving the HSA deposit. The Employer will be responsible for any administrative fees imposed by the financial institution for issuance of the HSA debit card/checks to enrolled employees.
- b) If the Internal Revenue Service determines that the minimum annual deductible amount must be increased beyond the amounts specified above, in order for the HSA to comply with IRS regulations, the Employer will be responsible for contributing the increased amount.
- c) If the HSA is initially implemented at a time other than January 1, the Employer shall create and administer a Health Reimbursement Arrangement (HRA) from which the Employer shall satisfy the Blue Cross/Blue Shield Flexible Blue 2 Plan deductible for the remainder of the calendar year (i.e. until the HSA contribution is made the following January). In January of the next calendar year, the HSA will be implemented. The same arrangement will be made when an employee is initially hired other than at the commencement of a calendar year. A Third Party Administrator selected by the Employer will administer the HRA plan. Reimbursement to employees under the HRA shall be limited to the Blue Cross/Blue Shield Flexible Blue 2 Plan deductible amount and must be supported by documentation sufficient to meet IRS standards. Any unused funds in the HRA shall remain with the Employer.

**2) Plan B (for eligible employees not electing health coverage)**

Dental	100% Exam, Cleaning, Fluoride 80% Other Basic/Major Benefits \$2,000/Person Annual Maximum Orthodontics – 80%/\$2,500 Lifetime Maximum Employee and Eligible Dependents
Vision	VSP-3+ Equivalent Employee and Eligible Dependents
Life Insurance	\$35,000 AD&D Employee
Long-term Disability	66 2/3% - \$3,500 Maximum 90 Calendar Days - Modified Fill Freeze on Offset Alcoholism/Drug - same as illness Mental/Nervous - same as illness COLA 3 Year Own Occupation Family Social Security Offset No Survivor Income Educational Supplement Pre-existing Condition Waiver Medical Premium Waiver Employee
Dependent Life	\$10,000/\$5,000 (spouse/child)

- a) Employees electing Plan B (for eligible employees not electing health coverage) shall receive \$300.00 per month, in accordance with the District's Section 125 Plan, to be paid in cash or contributed to an Employer-approved tax deferred/tax sheltered account, for the period January 1, 2008 thru the duration of this agreement.
- I. The Employer shall provide employees with a Benefit Summary outlining all insurance benefits and coverage.
- J. Should a husband and wife both be employed by the District, within the bargaining unit, one will be eligible for PLAN A and the other will be eligible for PLAN B.

- K. Part-time employees will receive a pro-rata portion of all the mentioned premiums subsidies. Such subsidies may be applied to those programs approved by the Board and the insurance carriers and/or insurance administrator company.
- L. In the event an employee is laid off and his contractual obligation has been met, current coverage will continue and payments for the employee and his eligible dependents will be paid thru August 31<sup>st</sup> of the year in which the layoff occurs. In the event an employee is laid off and his contractual obligation has not been met, current coverage will continue and payments for the employee and his eligible dependents will be paid to the first date of the month next following thirty (30) days from the date the lay off became effective.
- M. For the period September 1, 2007 thru December 31, 2007, employees who do not qualify for insurance premiums paid by the Employer, may apply for payroll deduction to provide them insurance coverage as defined in this Article.
- N. For the period January 1, 2008 thru the duration of this agreement, employees not eligible for an HSA may be enrolled in an HRA as described in H(1)c.
- O. Other than the eligible employee's spouse, no other dependents will be covered beyond the age of 25. The enrollment of dependents under age 25 is subject to the rules and regulations set forth by the insurance administrators and insurance underwriters.

The enrollment of individuals other than individuals authorized above is permitted subject to the approval of the insurance administrator(s) and underwriter(s), provided the employee pays the monthly premiums for those individuals.

**ARTICLE 22**  
**COMPENSATION**

**I. SALARY**

Salaries shall be included in Schedule A at the end of this Contract.

Employees who attained BA + 40 status as of June 30, 2003, and were compensated the same as an employee who attained a MA status as of June 30, 2003 will continue to be compensated in the same manner. Employees who attained BA + 60 status as of June 30, 2003, and were compensated the same as an employee who attained a MA + 20 status as of June 30, 2003 will continue to be compensated in the same manner.

Employees who earn a BA + 40 as of January 1, 2004 shall be considered for compensation in the same manner as those who have attained a MA.

Employees who earn a BA + 60 as of January 1, 2004 shall be considered for compensation in the same manner as those who have attained a MA + 20.

**II. OFF-SCHEDULE PAYMENT**

Each employee (employed full time for the entire year) commencing his/her second year at the top of a salary schedule column will receive an off-schedule payment in addition to his/her regular pay in accordance with the following schedule:

<b>School Year</b>	<b>Off-Schedule Payment Amount</b>
2007-2008	\$1,100.00
2008-2009	\$1,150.00
2009-2010	\$1,200.00

Employees employed less than full time or for less than a full year shall receive a prorated portion of the off-schedule payment. This off-schedule stipend applies for the duration of this contract at which time this provision shall cease to be binding upon the parties unless the parties mutually agree to continue this stipend in successor agreements. The off-schedule payment shall not be paid to an employee eligible for longevity pay under Section III.



**III. LONGEVITY**

- A. Longevity payments shall be made to bargaining unit personnel under the terms and conditions specified below. The designated payment per year in addition to the employee's salary shall be made providing the following conditions have been met:

<b>After Completion of:</b>	<b>School Year 2007-2008</b>	<b>School Year 2008-2009</b>	<b>School Year 2009-2010</b>
Fifteen (15) years of service	\$2,000.	\$2,100.	\$2,200.
Twenty (20) years of service	\$2,500.	\$2,600.	\$2,700.
Twenty-five (25) years of service	\$3,000.	\$3,100.	\$3,200.

- 1) The employee shall have completed at least six (6) semester hours of graduate university credit appropriate to the employee's assignment or equivalent professional growth experience (including State Board of Education Continuing Education Units) between the tenth (10) and fifteenth (15) years of service; the sixteenth (16) and twenty (20) years of service; and the twenty-first (21) and twenty-fifth (25) years of service. Such credit must have prior approval by the employee's supervisor. Years of service for purposes of longevity pay shall be defined as the years of continuous service to the Mason-Lake ISD as a regular employee within the bargaining unit from the employee's last date of hire. Service credit will accrue during paid and unpaid leaves but will not accrue during periods of layoff.

Longevity pay will be distributed in the last pay in September or the first pay in October (whichever pay reflects the lesser MPSERS retirement percentage rate) in one lump sum unless the teacher elects in writing one of the following options by September 15 each year:

1. Beginning with the first pay in October, have the longevity pay issued in equal amounts over the remaining pay periods in the fiscal year.
2. Issue in one lump sum on another designated pay during the fiscal year subsequent to the first pay in October.

For the school years 2007-2008, 2008-2009, 2009-2010 employees will receive supplemental pay in the amount of \$800.00 in addition to the salary set forth in Schedule A. Said supplemental pay will be prorated for part-time teachers. Payment options for said supplemental pay will be in accordance with Article 22, Compensation, Section III. Longevity.

Each employee employed as of June 8, 2007, and continuing employment in the 2007-2008 school year, shall receive a one-time, lump sum payment in the amount of \$750.00 to be paid in the last pay in January 2008. Employees may elect to receive said payment in cash, or contribute said payment to an Employer-approved tax deferred/tax sheltered account, or contribute said payment to the employee's established Health Savings Account (HSA), in accordance with the District's Section 125 Plan.

**ARTICLE 23**

**DURATION OF AGREEMENT**

This Agreement between the Board of Education of the Mason-Lake Intermediate School District and the Mason-Lake Education Association will be in effect beginning September 1, 2007, and ending August 31, 2010.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**FOR THE BOARD:**

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
**SANDRA RYBICKI  
PRESIDENT**

\_\_\_\_\_  
**BRENDA TARSA  
PRESIDENT**

\_\_\_\_\_  
**GILBERT LARSEN  
MLEA COMMITTEE CHAIRPERSON**

\_\_\_\_\_  
**HEATHER VANDER HAAG  
NEGOTIATIONS CHAIRPERSON**

\_\_\_\_\_  
**JEANNE OAKES  
SUPERINTENDENT**

\_\_\_\_\_  
**CINDY L. GLEASON  
HUMAN RESOURCE DIRECTOR**

## **ARTICLE 24**

### **SPECIAL PROVISIONS**

1. Employees will be paid \$50.00 per semester (or equivalent) credit hour earned beyond the MA (or BA+40 as referred to in Article 22) column up to a total of 19 hours; or beyond the MA+20 (or BA+60 as referred to in Article 22) column up to a total of 19 hours; or beyond the EDS or MA+40 column as a part of their annual individual contract of employment. Earned hours must be approved by Administration.
2. Experience credit given at the time of hire for service outside of Mason-Lake ISD may be granted, at the discretion of the Superintendent, up to the maximum level of the new hire's experience, in accordance with degree and hours attained. For bargaining unit members first hired after 7/1/99, in areas of occupational shortage, the Superintendent may place the new hire up at a level not to exceed 3 years beyond the new hire's actual years of experience outside Mason-Lake ISD.
3. In the event that in any given year the revenue to the Mason-Lake Intermediate School District is reduced by four percent (4%) or more than that received in the prior year, the Board of Education may terminate the balance of this Agreement by serving written notice to the Association. In the event that such notice is served, the parties shall forthwith commence negotiations concerning wages, hours, terms and conditions of employment.
4. All BA and MA hours must be approved by the employee's immediate supervisor in order to qualify for lateral advancement on the Salary Schedule. Such courses completed prior to September 1, 1982, shall count toward lateral advancement. Courses not subject to tuition reimbursement under Article 2, (B) will be considered for lateral advancement where they are directly related to instruction of students or are part of an approved program, or appropriate to the employee's current assignment.

**ARTICLE 25**

**VOLUNTARY SEVERANCE PLAN**

The district reserves the right to establish a Voluntary Severance Plan without negotiating with the Association with respect to the contents of the plan. Any disputes involving the Plan are subject to review through the procedures established by the District within the Plan and are not subject to the grievance procedure set forth herein.

**MASON-LAKE INTERMEDIATE SCHOOL DISTRICT  
SCHEDULE A  
2007 - 2008 SALARY SCHEDULE**

STEP	1.00 BACHELOR'S	1.04 BACHELOR'S & 18 SEM. HRS.	1.07 MASTER'S	1.11 MASTER'S & 20 SEM HRS.	1.14 EDS OR MASTERS & 40 SEM HRS.
1	34,958	36,356	37,405	38,803	39,852
2	37,160	38,646	39,762	41,248	42,363
3	39,363	40,937	42,118	43,692	44,873
4	41,565	43,227	44,475	46,137	47,384
5	43,768	45,518	46,831	48,581	49,895
6	45,970	47,808	49,188	51,026	52,405
7	48,172	50,098	51,544	53,470	54,916
8	50,375	52,389	53,901	55,915	57,426
9	52,577	54,679	56,257	58,360	59,937
10	54,780	56,970	58,614	60,804	62,448
11	56,982	59,260	60,970	63,249	64,958
12			63,327	65,693	67,469
13			65,683	68,138	69,980
14					72,490
15					75,001
INDEX	1.630	1.630	1.756	1.756	1.882

**2.75%** Increase on 2006-2007 Base Salary

**MASON-LAKE INTERMEDIATE SCHOOL DISTRICT  
SCHEDULE A  
2008 - 2009 SALARY SCHEDULE**

STEP	1.00 BACHELOR'S	1.04 BACHELOR'S & 18 SEM. HRS.	1.07 MASTER'S	1.11 MASTER'S & 20 SEM HRS.	1.14 EDS OR MASTERS & 40 SEM HRS.
1	35,919	37,356	38,433	39,870	40,948
2	38,182	39,709	40,854	42,382	43,528
3	40,445	42,063	43,276	44,894	46,107
4	42,708	44,416	45,697	47,405	48,687
5	44,971	46,770	48,118	49,917	51,267
6	47,234	49,123	50,539	52,429	53,847
7	49,496	51,476	52,961	54,941	56,426
8	51,759	53,830	55,382	57,453	59,006
9	54,022	56,183	57,803	59,965	61,586
10	56,285	58,537	60,224	62,476	64,165
11	58,548	60,890	62,646	64,988	66,745
12			65,067	67,500	69,325
13			67,488	70,012	71,905
14					74,484
15					77,064
INDEX	1.630	1.630	1.756	1.756	1.882

**2.75%** Increase on 2007-2008 Base Salary

**MASON-LAKE INTERMEDIATE SCHOOL DISTRICT  
SCHEDULE A  
2009 - 2010 SALARY SCHEDULE**

STEP	1.00 BACHELOR'S	1.04 BACHELOR'S & 18 SEM. HRS.	1.07 MASTER'S	1.11 MASTER'S & 20 SEM HRS.	1.14 EDS OR MASTERS & 40 SEM HRS.
1	36,907	38,383	39,490	40,967	42,074
2	39,232	40,801	41,978	43,548	44,725
3	41,557	43,219	44,466	46,129	47,375
4	43,882	45,637	46,953	48,710	50,026
5	46,207	48,055	49,441	51,291	52,677
6	48,533	50,474	51,929	53,872	55,327
7	50,858	52,892	54,417	56,453	57,978
8	53,183	55,310	56,905	59,033	60,628
9	55,508	57,728	59,393	61,614	63,279
10	57,833	60,146	61,880	64,195	65,930
11	60,158	62,564	64,368	66,776	68,580
12			66,856	69,357	71,231
13			69,344	71,938	73,882
14					76,532
15					79,183
INDEX	1.630	1.630	1.756	1.756	1.882

**2.75%** Increase on 2008-2009 Base Salary