CONTRACT EXTENSION AGREEMENT

between the

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

Extension of September 1, 2007 – August 31, 2010 Agreement to include September 1, 2010 – August 31, 2013

PROFESSIONAL COMPENSATION

A. <u>Salary Schedule</u>

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.

Effective September 1, 2008, the salaries of employees will be paid bi-weekly every other Friday for twenty-six (26) pays beginning Friday, September 5, 2008.

B. <u>Class Reimbursement</u>

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 an advanced degree program or courses required for licensure or certification renewals may be approved at the discretion of the Department Director/Supervisor or the 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. <u>Licensure/Renewals Reimbursement</u>

The Board shall reimburse members for one-hundred (100%) percent of the fee charged by the Michigan Department of Education (or similar authority) for issuance of a certificate, renewal, approval or license directly related to the bargaining unit member's present assignment.

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. <u>Mileage Reimbursement</u>

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.

LEAVES

A. SICK LEAVE

- 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.
- 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. Employees shall receive ten (10) sick leave days, or a pro rata share thereof, if applicable, at the beginning of the school year for the months of September thru June. Employees hired after the beginning of the school year shall receive a pro rata share of sick leave days based upon the date of hire for the months remaining in the school year.

In the event that during the school year an employee does not earn the number of sick leave days afforded at the beginning of the school year or at the date of hire (new hires after the beginning of the school year), then the number of unearned sick leave days will be deducted from the employee's sick leave balance in the subsequent school year. In the event that the employee severs employment, the Employer reserves the right to deduct any amounts owed from the employee's final payroll check(s), and withhold payments under Article 12 (A) 7.

- 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.
- 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.
- 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.
- 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.
- 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:

4th 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.
- 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. PART-TIME ASSIGNMENTS

Employees who wish to request a part-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.

CALENDAR

- **A.** The employment calendar for the school years 2010-2011, 2011-2012, 2012-2013 shall be determined annually and distributed to employees at the beginning of the school year.
- **B.** For the School Years 2010-2011, 2011-2012 and 2012-2013, 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.

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:

School Year	Off-Schedule Payment Amount
2010-2011	\$1,200.00
2011-2012	\$1,200.00
2012-2013	\$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:

After Completion of:	School Year 2010-2011	School Year 2011-2012	School Year 2012-2013
Fifteen (15) years of service	\$2,200.	\$2,200.	\$2,200.
Twenty (20) years of service	\$2,700.	\$2,700.	\$2,700.
Twenty-five (25) years of service	\$3,200.	\$3,200.	\$3,200.

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:

- 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 2010-2011, 2011-2012, 2012-2013 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.

DURATION OF AGREEMENT

This Contract Extension Agreement between the Mason-Lake Intermediate School District Board of Education and the Mason-Lake ISD Education Association will extend the current Contractual Agreement entered into on June 4, 2007 effective September 1, 2007 thru August 31, 2010 for three (3) years to include September 1, 2010 thru August 31, 2013.

IN WITNESS WHEREOF, the parties have	e caused this instrument to be executed on
thisday of, 2008.	
FOR THE BOARD:	FOR THE ASSOCIATION:
SANDRA RYBICKI PRESIDENT	KRISTIE DILA MLEA PRESIDENT
DAVID PIERCE MLEA COMMITTEE CHAIRPERSON	HEATHER VANDER HAAG MLEA VICE-PRESIDENT
JEANNE OAKES SUPERINTENDENT	CHARLENE LUNDBERG MLEA SECRETARY
CINDY L. GLEASON, CHRS HUMAN RESOURCES DIRECTOR	CATHERINE HOROWSKI MLEA TREASURER

MASON-LAKE INTERMEDIATE SCHOOL DISTRICT SCHEDULE A 2010 - 2011 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	37,922	39,439	40,577	42,093	43,231
2	40,311	41,924	43,133	44,745	45,955
3	42,700	44,408	45,690	47,397	48,678
4	45,089	46,893	48,246	50,048	51,402
5	47,478	49,378	50,802	52,700	54,125
6	49,868	51,863	53,359	55,352	56,849
7	52,257	54,347	55,915	58,004	59,572
8	54,646	56,832	58,471	60,656	62,296
9	57,035	59,317	61,028	63,308	65,020
10	59,424	61,801	63,584	65,959	67,743
11	61,813	64,286	66,140	68,611	70,467
12			68,697	71,263	73,190
13			71,253	73,915	75,914
14					78,637
15					81,361
INDEX	1.630	1.630	1.756	1.756	1.882

2.75% Increase on 2009-2010 Base Salary

MASON-LAKE INTERMEDIATE SCHOOL DISTRICT SCHEDULE A 2011 - 2012 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	38,965	40,524	41,693	43,251	44,420
2	41,420	43,077	44,320	45,976	47,218
3	43,875	45,630	46,946	48,701	50,017
4	46,329	48,183	49,573	51,425	52,815
5	48,784	50,736	52,200	54,150	55,614
6	51,239	53,289	54,826	56,875	58,412
7	53,694	55,842	57,453	59,600	61,211
8	56,149	58,395	60,080	62,325	64,009
9	58,603	60,948	62,706	65,050	66,807
10	61,058	63,501	65,333	67,774	69,606
11	63,513	66,054	67,960	70,499	72,404
12			70,586	73,224	75,203
13			73,213	75,949	78,001
14					80,800
15					83,598
INDEX	1.630	1.630	1.756	1.756	1.882

2.75% Increase on 2010-2011 Base Salary

MASON-LAKE INTERMEDIATE SCHOOL DISTRICT SCHEDULE A 2012 - 2013 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	40,037	41,638	42,840	44,441	45,642
2	42,559	44,261	45,539	47,241	48,517
3	45,082	46,884	48,238	50,041	51,393
4	47,604	49,508	50,937	52,840	54,268
5	50,126	52,131	53,636	55,640	57,144
6	52,649	54,754	56,335	58,440	60,019
7	55,171	57,377	59,034	61,240	62,895
8	57,693	60,000	61,732	64,039	65,770
9	60,215	62,624	64,431	66,839	68,645
10	62,738	65,247	67,130	69,639	71,521
11	65,260	67,870	69,829	72,439	74,396
12			72,528	75,238	77,272
13			75,227	78,038	80,147
14					83,023
15					85,898
INDEX	1.630	1.630	1.756	1.756	1.882

2.75% Increase on 2011-2012 Base Salary