

LETTER OF UNDERSTANDING BETWEEN
MEA-NEA LOCAL 1, CHIPPEWA VALLEY
AND CHIPPEWA VALLEY SCHOOLS BOARD OF EDUCATION
CONTRACT EXTENSION

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6/6/11
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THIS AGREEMENT SHALL BE EFFECTIVE AS OF SEPTEMBER 1, 2006 AND SHALL CONTINUE IN EFFECT UNTIL AUGUST 31, 2013. IT SHALL INCLUDE THE 2006-2010 MASTER AGREEMENT AND THE CONTRACT EXTENSION DATED AUGUST 26, 2009. ALL CHANGES TO THE PREVIOUS AGREEMENTS SHALL BE INCLUDED IN THIS AGREEMENT. ALL CHANGES BELOW SHALL EXPIRE ON AUGUST 31, 2013 UNLESS OTHERWISE INDICATED HEREIN.

THE FOLLOWING CHANGES SHALL OCCUR BASED ON THE REDUCTION OF STATE AID TO CHIPPEWA VALLEY SCHOOLS DURING THE 2010-11 SCHOOL YEAR.

IF, DURING THE 2011-12 AND 2012-13 FISCAL YEARS THE ANNUAL AUDIT SHOWS REVENUE EXCEEDING EXPENSES THE ASSOCIATION AND BOARD MUTUALLY AGREE TO MEET TO DISCUSS HOW TO PAY OUT AN OFF-SCHEDULE LUMP SUM PAYMENT.

ARTICLE III-TEACHING HOURS

B. ~~DELETE THE FOLLOWING; When at least eighteen (18) sections of Art, Music, and Physical Education are included in the Elementary building, the Art, Music, and Physical Education will be assigned to that elementary building without being required to travel to another building.~~

Re-letter all paragraphs

G. (NEW F) If a teacher shall be permanently assigned to teach more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation at ~~one fifth (1/5)~~ ONE-TENTH (1/10) his/her annual base salary, as pro-rated per period. THIS IS LIMITED TO 15% OF THE TOTAL NUMBER OF STAFF AT DAKOTA AND CHIPPEWA VALLEY HIGH SCHOOLS INCLUDING BOTH 10-12TH AND 9TH GRADE CENTERS.

ARTICLE IV-TEACHING CONDITIONS

B. Class sizes must be within the contractual maximums within nine (9) school days of the first student day.

CLASS SIZES IN ARTICLE IV (B) FOR 200 HUNDRED NEW STUDENTS (GRADES 2-12), MAY BE EXCEEDED BY ONE (1) STUDENT UNLESS IT IS AGREED TO EXCEED CLASS SIZE BY MORE THAN ONE (1) STUDENT IN WRITING BY THE ASSOCIATION PRESIDENT. FOR EXAMPLE; 6 HIGH SCHOOL CLASSES TAKEN BY ONE STUDENT CAN EXCEED CLASS SIZE MAXIMUMS, 1 ELEMENTARY TEACHERS CLASSROOM CAN EXCEED 1 STUDENT, ETC).

ARTICLE XII-TEACHER EVALUATION

THE ASSOCIATION AND BOARD AGREE THAT THE REVISED SCHOOL CODE SECTIONS 380.1249 AND 380.1250 REQUIRE COLLECTIVE BARGAINING. A COMMITTEE WITH 6 MEMBERS APPOINTED BY THE ASSOCIATION PRESIDENT AND 6 MEMBERS APPOINTED BY THE BOARD SHALL MEET FOR THE PURPOSE OF DEVELOPING AN EVALUATION MODEL AND PAY FOR PERFORMANCE GUIDELINES.

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THE ASSOCIATION AND THE BOARD ACKNOWLEDGE THE WORK DONE BY THE MISD COMMITTEE AND AGREE TO USE THOSE PARAMETERS TO DEVELOP THE NEW EVALUATION MODEL. THE COMMITTEE WILL USE THE CONSENSUS MODEL, THAT IS EVERYONE ON THE COMMITTEE MUST BE AGREE TO THE EVALUATION MODEL WITHOUT OBJECTION IN ORDER FOR IT TO BE ADOPTED. THE COMMITTEE MUST AGREE TO A MODEL BY AUGUST 15, 2011. THIS EVALUATION TOOL WILL BE USED BEGINNING IN THE 2011-12 SCHOOL YEAR.

THE DISTRICT WILL WRITE ADMINISTRATIVE GUIDELINES FOR BOARD POLICY #5410 REGARDING THE PROMOTION/RETENTION OF STUDENTS.

ARTICLE XXIII-INSURANCE PROTECTION

A. 1. CURRENT CONTRACT

2.CHANGE TO : EACH TEACHER WILL PAY 10% OF THE ILLUSTRATIVE RATE BASED ON THE PLAN THE TEACHER IS ON (SINGLE, 2PERSON, FULL FAMILY) TOWARDS THE COST OF THE BLUE CROSS/BLUE SHIELD PLAN ABOVE FOR EACH OF THE TWO YEARS OF THIS CONTRACT EXTENSION (September 1, 2011 through August 31, 2013).

UPON EXPIRATION OF THIS CONTRACT EXTENSION ON AUGUST 31, 2013 THE TEACHERS CONTRIBUTION TOWARDS HEALTH INSURANCE WILL END OR THIS CONTRIBUTION WILL COUNT TOWARD ANY STATE MANDATED PREMIUM CO-PAYS, THAT MAY BE EFFECTIVE AT THE EXPIRATION OF THIS AGREEMENT. THIS CONTRIBUTION WILL BE EQUALLY DIVIDED OVER 17 PAYCHECKS FROM THE FIRST PAY IN OCTOBER TO THE LAST PAYCHECK IN JUNE. ALL PAYMENTS WILL BE DEDUCTED PRE-TAX. IF THE STATE INTERVENES IN THIS CONTRACT AND REQUIRES ANY HEALTH CARE CO-PAYMENTS THE STATE MANDATED CO-PAYS WILL REPLACE THOSE DESCRIBED ABOVE.

ARTICLE XXV

COMPENSATION

P. CHANGE TO; FOR THE 2011-12 AND 2012-13 SCHOOL YEARS , EACH TEACHER’S BOARD CONTRIBUTION TO THEIR 403B ACCOUNT SHALL BE ZERO PERCENT (0.00). THE LANGUAGE ...PART TIME....APRIL 1ST OF EACH YEAR REMAINS. THE SUCCESSOR AGREEMENT OR ANY EXTENSION WILL DETERMINE THE AMOUNT IF ANY OF THE BOARD CONTRIBUTION TO THE 403B ACCOUNT.

APPENDIX B

SALARY SCHEDULE

2011-12 SALARY SCHEDULE: THE TEACHER SALARY SCHEDULE FOR 2011-12 SHALL BE THE SAME AS THE 2010-11 SALARY SCHEDULE. THE TEACHER WILL BE ON THE SAME STEP FOR 2011-12 AS THEY WERE ON FOR 2010-11. A cost-of-living adjustment shall be paid at the conclusion of the 2011-12 school year pursuant to the terms of the Cost-of-living language capped at zero percent (0%).

2012-13 SALARY SCHEDULE: TEACHERS WILL MOVE TO THE NEXT STEP ON THE SALARY SCHEDULE. TEACHERS WILL NOT RECEIVE PAYMENT FOR THE STEP MOVEMENT IN 2012-13. A cost-of-living adjustment shall be paid at the conclusion of the 2012-13 school year pursuant to the terms of the Cost-of-living language capped at zero percent (0%).


SCHEDULE B

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FACILITATOR OF STUDENT ACTIVITIES SHALL NOT RECEIVE A STIPEND IF THEY RECEIVE RELEASE TIME DURING THE SCHOOL DAY. FACILITATOR OF STUDENT ACTIVITIES MAY NOT ASSUME ANY OTHER B1 AND B2 DUTIES.

UNLESS CHANGED BY THIS CONTRACT EXTENSION, ALL OTHER PROVISIONS OF THE 2006-10 MASTER AGREEMENT AND CONTRACT EXTENSION DATED AUGUST 26, 2009 REMAIN IN EFFECT.

THIS LETTER EXTENDS THE 2006-10 MASTER AGREEMENT AND CONTRACT EXTENSION DATED AUGUST 26,2009 THROUGH AUGUST 31, 2013.


_____, 6-6-11
CVS/DATE


_____, 6-6-11
CVEA/DATE

Pursuant to Public Act 9 the following provision must be added to any collective bargaining agreement reached after the effective date of this act. "An Emergency Manager appointed under the local government and school district fiscal accountability act is allowed to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act." This provision shall immediately sunset if the Act is ruled unconstitutional or invalid in a final decision by the court of competent jurisdiction.