Board Proposal
Sept 14, 2011

T.A. Tina Sigvertsen-Cole 9-14-2011
T.A. Margaret E. Seltorro 9/14/11

Salary

2009/10 0% No COLA payments

2010/11 Whatever employees were paid per Board imposition of last offer No COLA Payments

2011/12 0% Effective September 14, 2011, Employees remain on same step as 2010/11 and will be paid in accordance with the 2009/10 salary schedule. No COLA Payments

2012/13 0% Employees remain on same step as 2010/2011 and will be paid in accordance with the 2009/2010 salary schedule. No COLA payments

Full step in 4^{th} Quarter

Insurance

MESSA-Saver Rx Plan
MESSA- $500/$1000 Deductible
Fixed Dollar Co-pays $20/$25/$50 – Office Visit; UC; ER
20% Premium Sharing on health insurance
10% Premium Sharing on any other insurance needed to satisfy best practices legislation for those not taking health insurance
Contract language amended to provide for payroll deduction of premium paid by employee

Annuity/Longevity

Annuity and Longevity provisions will be suspended for 2011/12 and 2012/2013 so that employees will not receive these benefits.

Act of God/Snow days

First two (2) Act of God/Snow days in 2011/12 and 2012/2013 will be unpaid.

Furlough Days

There will be one (1) unpaid furlough day in 2011/2012 and two (2) unpaid furlough days in 2012/2013. However, if the blended count FTE in 2012/2013 is less than the blended count FTE in 2011/2012, employees will take an additional one (1) furlough day in 2012/2013. Employees will work on these days, but these days will be unpaid. Therefore, the annual salary for each employee will be decreased by an amount equivalent to one (1) day's pay in 2011/2012 and two (2) days' pay in 2012/2013 (three (3) days' pay in 2012/2013 if the blended count FTE is less than the blended count FTE in 2011/2012). The per diem rate of pay shall be calculated by dividing the salary by the number of teacher work days (178 days) for the school year, provided that the number of teacher work days shall not be less than in 2010/11.

Schedule B

Schedule B will be reduced by 20% for the 2011/2012 and 2012/2013 school years.

Successor/Status Quo

Absent a successor agreement to this contract which expires in 2013, the parties agree that the status quo during negotiations will include:

3 furlough days
1 Snow/Act of God Day
Schedule B reduced by 20%

Status quo on all other provisions will be indicated in this agreement.

Evaluation

- Evaluations will be conducted annually and satisfy Revised School Code requirements.
- The Evaluation will include a category identified as Student Growth. The Student Growth category will be a significant factor measured by a combination of factors to include classroom measures, building measures, district measures and state/national measures and comply with the Revised School Code.
- The evaluation ratings will include: Highly Effective, Effective, Minimally Effective, Ineffective and Not Applicable.

Seniority

Seniority will not accrue during unpaid leaves lasting at least one month, unless the leave is for military service or qualifies for FMLA. Article 12, Section G and Article 15, Section A will be revised in accordance with this agreement.

Sick Bank

Eligibility (i.e., waiting period) will be increased from 20 days to 25 days.

Other

- All other tentative agreements already signed by the parties are included.

- The collective bargaining agreement will include:

  Pursuant to Michigan law a collective bargaining agreement must include language such as the following: "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.

- Calendar for 2011-2012 as agreed to and approved by the board on 9-6-2011. On September 6, 2011 and January 27, 2012, teachers will be allowed to leave with the students. Calendar for 2012-2013 to be negotiated.

- Add language to Article 6, Section A: In the case of an overage in K-4 as of the first official count day of the school year, the overage will be paid out to the teacher at the rate of $4.00 per day per student (K-4) and/or self-contained classrooms at the elementary level.

- This Board accepts the association's proposal to withdraw the ULP charges filed with MERC.

- Change Article XXIV, Section C, to read as follows: If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, including the recent June, 2011, changes to PERA, then such provisions or applications shall be void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

*This proposal is conditioned upon the District being the policyholder for purposes of the "Best Practices" legislation and qualifying for the "Best Practices" monetary incentive. If the State of Michigan or Department of Education determines that this condition is not satisfied, then the health insurance option shall not be available and if the ratified contract is based upon said option, then the contract shall be automatically amended so that it is based upon a health insurance option within the Board Proposal dated September 7, 2011.