

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

TA
MK
LS
2-14-13
4:00

THIS EXTENDED AGREEMENT SHALL UPON RATIFICATION BY BOTH PARTIES BE EFFECTIVE JULY 1, 2013, EXCEPT AS INDICATED HEREIN AND SHALL CONTINUE IN EFFECT UNTIL JUNE 30, 2016. IT SHALL INCLUDE THE 2006-2010 MASTER AGREEMENT, THE CONTRACT EXTENSION DATED AUGUST 26, 2009, THE CONTRACT EXTENSION DATED JUNE 6, 2011, AND A LETTER OF UNDERSTANDING, MODIFYING THE COLLECTIVE BARGAINING AGREEMENT DUE TO THE DELINEATION OF PROHIBITED TOPICS OF BARGAINING PURSUANT TO PUBLIC ACT 103 OF 2011. WHEN INTEGRATED, THE LETTER OF UNDERSTANDING SHALL PROVIDE FOR THE REMOVAL OF THE PROHIBITED SUBJECTS OF BARGAINING FROM THE COLLECTIVE BARGAINING AGREEMENT FOR THOSE INDIVIDUALS WHOSE EMPLOYMENT IS REGULATED BY THE MICHIGAN TEACHER TENURE ACT, BEING MCL 38.71 *ET. SEQ*

ALL CHANGES TO THE PREVIOUS AGREEMENTS SHALL BE INCLUDED IN THIS AGREEMENT EXCEPT AS OTHERWISE INDICATED. ALL CHANGES BELOW SHALL EXPIRE ON JUNE 30, 2016 EXCEPT AS OTHERWISE INDICATED. IF THE 2015-16 FISCAL YEAR ANNUAL AUDIT SHOWS REVENUE EXCEEDING EXPENSES IN THE 2015-16 FISCAL YEAR ONLY, THE ASSOCIATION AND BOARD MUTUALLY AGREE TO MEET TO DISCUSS HOW TO PAY OUT AN OFF-SCHEDULE LUMP SUM PAYMENT.

ARTICLE III

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.~~

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)~~ ELEVEN PERCENT (11%) OF 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

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

CLASS SIZES IN ARTICLE IV (B) FOR 200 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 TEACHER'S CLASSROOM CAN EXCEED 1 STUDENT, ETC.

Article X

- A. (4) THE WEIGHTED FACTOR OF 2.0 FOR HEARING IMPAIRED SHALL ONLY BE APPLIED TO A STUDENT WHO IS PROFOUNDLY HEARING IMPAIRED AS DETERMINED BY AN AUDIOLOGICAL EXAMINATION.

IN GRADES 9-12 THE WEIGHTING FACTOR OF 1.5 FOR EMOTIONALLY IMPAIRED STUDENTS WILL ONLY BE APPLIED FOR ALL EMOTIONALLY IMPAIRED STUDENTS BEYOND THE NUMBER FOUR (4) IN A NON CO- TAUGHT CLASS.

IT IS AGREED THAT WEBSTER STUDENTS PLACED IN A K-5 GENERAL EDUCATION CLASSROOM FOR A HALF HOUR OR LESS PER DAY, LIMITED TO THREE (3) STUDENTS, OR A SPECIALS CLASS FOR ONE CLASS PERIOD OR LESS PER DAY, LIMITED TO THREE (3) STUDENTS WILL NOT BE COUNTED WHEN DETERMINING CLASS SIZE. ANY STUDENTS BEYOND (3) WILL BE COUNTED TOWARDS CLASS SIZE AND A PARAPROFESSIONAL WILL BE PROVIDED.

ARTICLE XII

TEACHERS REGULATED THE MICHIGAN TEACHER TENURE ACT, BEING 1937 (EX SESS) PA 4, MCL 38.71 TO 38.191, SHALL NOT BE DISMISSED FROM HIS/HER CONTRACTED DUTIES, DISCIPLINED, REPRIMANDED, REDUCED IN RANK OR COMPENSATION OR DEPRIVED OF ANY PROFESSIONAL ADVANTAGE FOR A REASON WHICH IS ARBITRARY OR CAPRICIOUS. TEACHERS WHO ARE NOT REGULATED BY THE MICHIGAN TEACHER TENURE ACT, BEING 1937 (EX SESS) PA 4, 38.71 TO 38.191, SHALL NOT BE DISMISSED FROM HIS/HER CONTACTED DUTIES, DISCIPLINE, REPRIMANDED, REDUCED IN RANK OR COMPENSATION OR DEPRIVED OF ANY PROFESSIONAL ADVANTAGE WITHOUT JUST CAUSE.

ARTICLE XV

NEW C.5. FOR 2013-14, 2014-15, AND 2015-16 THE BOARD MAY CHOOSE TO RELEASE UP TO 10 FTE TEACHERS TO ASSIST IN CURRICULUM INSTRUCTION AND/OR CURRICULUM DEVELOPMENT, AND/OR INSTRUCTIONAL TECHNOLOGY. WHILE THESE TEACHERS ARE RELEASED A SUBSTITUTE TEACHER WILL BE PLACED IN THEIR CLASSROOM.

ARTICLE XVII

THIS ARTICLE REMAINS IN FULL FORCE AND EFFECT PURSUANT TO THE ATTACHED LETTER OF UNDERSTANDING.

ARTICLE XXIII

- A. 1. BEGINNING JULY 1, 2013, AND THEREAFTER, EACH TEACHER COVERED BY THIS AGREEMENT SHALL BE ELIGIBLE TO RECEIVE HOSPITAL, MEDICAL, AND SURGICAL INSURANCE BENEFITS UNDER THE MESSA CHOICES II PLAN WITH A \$10/\$20 PRESCRIPTION PLAN, ZERO DEDUCTIBLE, \$25 URGENT CARE, \$20 OFFICE VISIT, \$25 URGENT CARE, \$50 EMERGENCY ROOM, AS DESCRIBED ON APPENDIX C "DESCRIPTION OF MESSA CHOICES II PLAN"
2. PURSUANT TO PUBLIC ACT 152 OF 2011, THE DISTRICT SHALL PAY THOSE HARDCAP AMOUNTS PROVIDED IN SECTION 3 OF THE ACT, AS ADJUSTED BY THE MICHIGAN DEPARTMENT OF TREASURY. ANY TEACHER RECEIVING HEALTHCARE BENEFITS SHALL BE REQUIRED TO PAY ANY COSTS OF THE HEALTHCARE PLAN ABOVE THE HARDCAP AMOUNTS, PAYABLE IN AN AMOUNT DETERMINED BY THE ASSOCIATION TO INSURE THE DISTRICT'S COMPLIANCE WITH THE HARDCAP LIMITS AS PROVIDED IN THE ACT. ANY OVERAGES PAID BY THE TEACHERS AS A RESULT OF MOVEMENT BY TEACHERS BETWEEN THE LEVELS OF COVERAGE, SHALL BE REFUNDED IN A MANNER DETERMINED BY THE

ASSOCIATION. THE DISTRICT WILL APPLY ANY EXCESS OF THE TEACHER'S 10% INSURANCE CO-PAYMENT TO THE TEACHER'S COST OF THE MESSA PLAN DESCRIBED IN A(1) AFTER JULY 1, 2013.

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- B. Employees not wishing health care protection may WHO DID apply the equivalent of an individual employee's HMS Comprehensive Blue Cross /Blue Shield Plan premium IN Current Contract paragraph A (1) toward the options in Current Contract B and WHO have received payment for THE 2012-13 school year may have been overpaid due to the insurance change effective July 1, 2013. ANY OVERPAYMENT BY THE DISTRICT SHALL BE DEDUCTED FROM ANY 2013-14 PAYMENT FOR OPTIONS DESCRIBED IN B. IF THE TEACHER HAS OPTED FOR HEALTH INSURANCE IN 2013-14, THE OVERPAYMENT WILL BE DEDUCTED FROM THE TEACHER'S PAY VIA PAYROLL DEDUCTION.

NEW 3. BOTH PARTIES AGREE TO MEET AND DISCUSS HEALTH INSURANCE OPTIONS ON OR ABOUT MAY 31, 2013. THERE WILL BE NO CHANGES TO THE PLAN DESCRIBED ABOVE IN A (1) AND A (2) UNLESS MUTUALLY AGREED TO BY BOTH PARTIES.

NEW 4. THE DISTRICT RESERVES THE RIGHT TO, IN ITS SOLE DISCRETION, IF REQUIRED TO COMPLY WITH PATIENT PROTECTION AND AFFORDABILITY ACT, SELECT A HEALTH INSURANCE CARRIER WHICH OFFERS A "BRONZE" PLAN THAT PROVIDES "MINIMUM COVERAGE" PURSUANT TO 26 USC Sec. 36(B)(c)(2)(C)(ii). THE DISTRICT SHALL NOT BE OBLIGATED TO SELECT THE SAME HEALTH INSURANCE CARRIER FOR THE "BRONZE" PLAN AS THE HEALTH INSURANCE CARRIERS PROVIDING HEALTH INSURANCE TO OTHER BARGAINING UNIT MEMBERS. THIS IS NOT FOR THE PURPOSE OF CHANGING THE PLAN AS DESCRIBED IN A(1) AND A(2). IT WILL ONLY BE OFFERED TO THOSE, IF ANY TEACHERS, FOR WHOM THE LAW REQUIRES THE DISTRICT TO PROVIDE THIS COVERAGE .

First paragraph following numbered paragraphs above remains unchanged. If...members. Current Contract

Second paragraph following numbered paragraphs above is deleted. Effective 7/1/08...Cross.

Third paragraph is amended to reflect MESSA CHOICES II PLAN, deleting reference to HMS Comprehensive Plan. The...cause.

Fourth paragraph following numbered paragraphs above remains unchanged. Detailed...law. Current Contract

C. OPTIONS TO HEALTH INSURANCE

Employees not wishing health care protection may apply the equivalent of the SINGLE PERSON COVERAGE HARD CAP AMOUNT AS DETERMINED BY THE MICHIGAN DEPARTMENT OF TREASURY. ~~employee's HMS Comprehensive Blue Cross/Blue Shield plan~~ toward the following options:

(1) AND (2) Current Contract

ARTICLE XXV

P. For the..... shall be ~~two percent (0.02)~~. FOR THE 2013-14, 2014-15, and 2015-16 SCHOOL YEAR, EACH TEACHER'S BOARD CONTRIBUTION TO THEIR 403B ACCOUNT SHALL BE ZERO PERCENT (0.00). Part-time...April 1st of each year remains. Current Contract THE SUCCESSOR AGREEMENT WILL DETERMINE THE AMOUNT, IF ANY, OF THE BOARD CONTRIBUTION TO THE 403B ACCOUNT.

APPENDIX B

2013-2014 SALARY SCHEDULE: THE TEACHER SALARY SCHEDULE FOR 2013-14 SHALL BE THE SAME AS THE 2012-13 SALARY SCHEDULE. TEACHERS WILL RECEIVE PAYMENT FOR THE STEP THEY WERE ON AND NOT PAID FOR IN 2012-2013. TEACHERS WILL MOVE TO THE NEXT STEP ON THE SALARY SCHEDULE, BUT WILL NOT RECEIVE PAYMENT FOR THE STEP MOVEMENT. THOSE TEACHERS AT BA 0 IN 2012-2013 SHALL MOVE TO THE NEXT STEP OF THE SALARY SCHEDULE AND WILL BE PAID AT BA1 LEVEL. TEACHERS AT THE TOP STEP OF THE SALARY SCHEDULE IN 2012-13 SHALL RECEIVE A LUMP SUM OFF-SCHEDULE PAYMENT, OF ONE (1%) PERCENT OF THE SALARY THEY WERE PAID IN 2012-13, PAID IN THE DECEMBER 15TH PAYCHECK (SEE ATTACHED SALARY SCHEDULE AND OFF SCHEDULE PAYMENT ATTACHMENT) TRACK CHANGES (DEGREE/HOURS) IN THE SALARY SCHEDULE WILL CONTINUE. 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%). THE SUCCESSOR AGREEMENT WILL DETERMINE THE AMOUNT, IF ANY, OF THE COST OF LIVING CAP

2014-2015 SALARY SCHEDULE :THE TEACHER SHALL MOVE TO THE NEXT STEP ON THE SALARY SCHEDULE, BUT WILL NOT RECEIVE PAYMENT FOR THE STEP MOVEMENT. SALARY SHALL BE AN OFF SCHEDULE PAYMENT EQUIVALENT TO HALF (1/2) OF THE STEP THEY WERE PAID FOR IN 2013-14. TEACHERS AT THE TOP STEP WILL RECEIVE A HALF (½%) OF THE SALARY THEY RECEIVED IN 2013-2014 IN AN OFF SCHEDULE LUMP SUM PAYMENT PAID IN THE DECEMBER 15TH PAYCHECK. (SEE ATTACHED SALARY SCHEDULE AND OFF SCHEDULE PAYMENT) TRACK CHANGES (DEGREE/HOURS) IN THE SALARY SCHEDULE WILL CONTINUE A cost-of-living adjustment shall be paid at the conclusion of the 2014-15 school year pursuant to the terms of the Cost-of-living language capped at zero percent (0%). THE SUCCESSOR AGREEMENT WILL DETERMINE THE AMOUNT, IF ANY, OF THE COST OF LIVING CAP

2015-16 SALARY SCHEDULE: THE TEACHER SHALL MOVE TO THE NEXT STEP ON THE SALARY SCHEDULE BUT WILL NOT RECEIVE PAYMENT FOR THE STEP MOVEMENT. SALARY SHALL BE AN OFF SCHEDULE PAYMENT EQUIVALENT TO HALF (½) OF THE STEP THEY ARE BEING PAID ON IN 2013-14. (SEE ATTACHED SALARY SCHEDULE AND OFF SCHEDULE PAYMENT). TEACHERS AT THE TOP STEP WILL RECEIVE A HALF (½ %) OF THE SALARY THEY RECEIVED IN 2013-2014 OFF SCHEDULE LUMP SUM PAYMENT PAID IN THE DECEMBER 15TH PAYCHECK. TRACK CHANGES (DEGREE/HOURS) IN THE SALARY SCHEDULE WILL CONTINUE A cost-of-living adjustment shall be paid at the conclusion of the 2015-16 school year pursuant to the terms of the Cost-of-living language capped at zero percent (0%).

UPON EXPIRATION OF THIS AGREEMENT, THE STATUS QUO FOR SALARY WILL BE THE AMOUNT TEACHERS WERE PAID IN 2013-14. ANY ADDITIONAL STEP MOVEMENT FOR 2016-17 WILL BE DETERMINED BY THE SUCCESSOR AGREEMENT.

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2-14-13
4:00

CALENDAR

DATES FOR THE FOLLOWING FOR THE 2014-15 SCHOOL YEARS AND BEYOND WILL BE DETERMINED BY A SUBCOMMITTEE OF NOT MORE THAN 3 ADMINISTRATORS APPOINTED BY THE SUPERINTENDENT AND 3 TEACHERS APPOINTED BY THE ASSOCIATION PRESIDENT:

- PARENT-TEACHER CONFERENCES
- PROFESSIONAL DEVELOPMENT DAYS
- UP TO NINE (9) EARLY RELEASE /AND/OR LATE START DAYS FOR ALL LEVELS AS LONG AS TIME IS COUNTED UNDER CURRENT REPORTING STANDARDS AND NO TEACHER DAY END AFTER 5:00 PM. THESE DATES SHALL BE SCHEDULED ON MUTUALLY AGREEABLE DATES.
- CALENDARS FOR 2014-15 SCHOOL YEAR AND BEYOND WILL FOLLOW THE PATTERN OF THE 2013-14 CALENDAR.

181 TEACHER DAYS/174 STUDENT DAYS

APPENDIX C

REPLACE CURRENT APPENDIX C HMS COMPREHENSIVE BENEFITS AT A GLANCE ON JULY 1, 2013 WITH MESSA CHOICES II PLAN HIGHLIGHTS

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