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

TA 2020 (2) WY 2:58 JS 2:58

THIS EXTENDED AGREEMENT SHALL UPON RATIFICATION BY BOTH PARTIES BE EFFECTIVE SEPTEMBER 1, 2020, EXCEPT AS INDICATED HEREIN AND SHALL CONTINUE IN EFFECT UNTIL AUGUST 31, 2021. IT SHALL INCLUDE THE 2006-2010 MASTER AGREEMENT, THE CONTRACT EXTENSION DATED AUGUST 26, 2009, THE CONTRACT EXTENSION DATED JUNE 6, 2011, A LETTER OF UNDERSTANDING DATED FEBRUARY 14, 2013, A LETTER OF UNDERSTANDING DATED MARCH 25, 2013, THE LETTER OF UNDERSTANDING DATED FEBRUARY 26, 2016 AND THE LETTER OF UNDERSTANDING DATED MAY 11, 2018.

ALL CHANGES TO THE PREVIOUS AGREEMENTS SHALL BE INCLUDED IN THIS AGREEMENT EXCEPT AS OTHERWISE INDICATED.

## **ARTICLE III**

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) OF ELEVEN PERCENT (11%) OF HIS/HER ANNUAL BASE SALARY OR \$7,200, WHICHEVER IS GREATER. OF his/her annual base salary, as pro-rated per period. THIS SHALL BE CALCULATED BY MULTIPLYING THE BASE SALARY BY 5.5% PER SEMESTER.

THIS IS LIMITED TO 15% 16% OF THE TOTAL NUMBER OF STAFF AT DAKOTA AND CHIPPEWA VALLEY HIGH SCHOOLS INCLUDING BOTH 10-12 AND NINTH GRADE CENTERS. AT ALGONQUIN, IROQUOIS, SENECA, AND WYANDOT THIS IS LIMITED TO 4% OF THE TOTAL STAFF AT ALL MIDDLE SCHOOLS.NO MORE THAN 2 TEACHERS AT ALGONQUIN AND WYANDOT AND 3 AT THE OTHER MIDDLE SCHOOLS MAY BE ASSIGNED A SIXTH HOUR AT ANY TIME. THIS LANGUAGE WILL SUNSET ON AUGUST 30, 2021. NO TEACHER SHALL BE REQUIRED TO TEACH A SIXTH HOUR FOR MORE THAN ONE SEMESTER. ANYONE WHO IS TEACHING A SIXTH HOUR SHALL NOT BE REQUIRED TO TRAVEL ON THEIR LUNCH.

NEW I (1) ADD. ANY TEACHER WHO IS PRESENT FOR THE SCHOOL DAY OR IS ON SCHOOL BUSINESS AND WHO DOES NOT RECEIVE PRIOR WRITTEN PERMISSION FROM THEIR BUILDING ADMINISTRATOR TO BE EXCUSED FROM EVENING CONFERENCES WILL BE DOCKED A ½ SICK DAY FROM THEIR PERSONAL SICK DAY TOTAL. SCHEDULE B COACHES WILL NOT BE EXCUSED FOR ANY REASON EXCEPT A GAME.

#### **ARTICLE IV**

B. Class sizes must be within the contractual maximums within nine (9) school days of the first student day. CURRENT CONTRACT...SEE SECTION C. ELEMENTARY K-5 STEP I-III AND SECONDARY 6-12 WILL NOT BE IN FORCE FOR THE LIFE OF THE CONTRACT, EXCEPT AS FOLLOWS:

CLASS SIZES IN ARTICLE IV (B) (GRADES 6-12), MAY BE EXCEEDED BY TWO (2) STUDENTS UNLESS IT IS AGREED TO EXCEED CLASS SIZE BY MORE IN WRITING BY THE ASSOCIATION PRESIDENT. TEACHERS WILL BE PAID \$4 PER STUDENT PER HOUR FOR EACH STUDENT OVER 33 IN GRADE 6 AND 34 IN GRADES 7-12. MAXIMUM CLASS SIZE FOR GRADE 6 IS 34. MAXIMUM CLASS SIZE FOR GRADES 7-12 IS 35.

ELEMENTARY CLASSROOMS (K-1) MAY BE OVER BY ONE (1) BEGINNING ON THE FIRST DAY OF SCHOOL. GRADES 2-5 MAY BE OVER BY 2 ON THE FIRST DAY OF SCHOOL.

WHEN AN ELEMENTARY STUDENT IS ASSIGNED TO A TEACHER'S CLASS AND CAUSES THAT TEACHER TO BE OVER MAXIMUM CLASS SIZE, THE TEACHER WILL EITHER CHOOSE TO HAVE A PARAPRO FOR ONE HOUR PER STUDENT OR BE PAID \$4.00 PER STUDENT PER HOUR, PRORATED FOR SUCH OVERAGE. THIS ALSO APPLIES TO SPECIALS TEACHERS. CLASS SIZE MAXIMUMS FOR SPECIALS ARE GRADE LEVEL MAXIMUMS. SPECIALS TEACHERS WILL PROVIDE THE BUILDING PRINCIPAL A LIST OF THE CLASSES THEY HAVE SEEN ON ROTATION DAYS AND THE DATES. ARTICLE XXIV APPLIES TO ALL OVERAGES.

THIS OVERAGE LANGUAGE MAY ONLY BE USED FOR SCHOOL OF CHOICE AND STUDENTS WITHIN THE ATTENDANCE AREA. IT MAY NOT BE USED TO REASSIGN A STUDENT FROM OUTSIDE THE SCHOOL'S ATTENDANCE AREA.

ALL CLASS SIZE OVERAGE LANGUAGE WILL SUNSET ON AUGUST 30, 2021.

B. THE FOLLOWING CLASS SIZES WILL BE ADDED AND ARE NOT SUBJECT TO THE ABOVE OVERAGE LANGUAGE:
MATH 180 -20
READ 180-21
ELA BLOCK MS- 21
MATH FOCUS-20
GEOMETRY FOCUS-24

NEW. ANY COUNSELOR WHOSE CASELOAD IS OVER 400 ON THE FIRST STUDENT COUNT DAY WILL BE PAID \$3,600. HALF WILL BE PAID AT THE END OF FIRST SEMESTER AND HALF WILL BE PAID AT THE END OF THE SCHOOL YEAR.

A SPLIT/BLENDED CLASS MAY BE ASSIGNED A BLEND SUPPORT COACH FOR UP TO THREE (3) HOURS PER DAY. THEY WILL NOT BE PART OF THE BARGAINING UNIT. THEY ARE NOT TO PERFORM ANY DUTIES CURRENTLY PERFORMED BY DISTRICT PARAPROFESSIONALS WHEN THEY ARE A BLEND SUPPORT COACH. THE TEACHER OF THE BLEND MUST SEE ALL STUDENTS IN THE BLEND CLASS OVER THE COURSE OF THE DAY. THE BLEND SUPPORT COACH SHALL NOT BE ASSIGNED TO THE BLEND FOR THE OTHER HALF OF THE DAY. IF NOT USED AS A SUB, THIS PERSON IS TO PROVIDE SUPPORT TO GENERAL EDUCATION CLASSROOM TEACHERS IN THE BUILDING ON A ROTATING BASIS. THE COACH SHALL NOT BE ASSIGNED TO A SPECIAL EDUCATION CLASSROOM, BUT MAY SUPPORT SPECIAL EDUCATION STUDENTS IN A GENERAL EDUCATION CLASS.

#### ARTICLE V

H. If they are an intern for longer than one (1) semester TWO (2)-SCHOOL YEARS their job will be posted ...Current Contract THIS IS LIMITED TO FOUR (4) POSITIONS FOR EACH SCHOOL YEAR. ANY INTERN MUST RETURN TO THEIR CLASSROOM AFTER TWO YEARS AND STAY IN THE CLASSROOM FOR ONE (1) SCHOOL YEAR IN ORDER TO BE ELIGIBLE TO BECOME AN INTERN AGAIN. A SUBSTITUTE TEACHER WILL BE PLACED IN THE CLASSROOM FROM WHICH THEY WERE RELEASED FOR UP TO TWO (2) YEARS. IF THE TEACHER REMAINS AN INTERN AFTER TWO (2) YEARS, THEY WILL RETURN TO ANY VACANCY FOR WHICH THEY ARE CERTIFIED AND HIGHLY QUALIFIED. THE SUBSTITUTE, WHICH WAS ASSIGNED TO THEIR CLASSROOM/ASSIGNMENT, WILL BE PLACED IN A DIFFERENT CLASSROOM FOR WHICH THE RELEASED TEACHER IS CERTIFIED AND HIGHLY QUALIFIED. IN THE 2020-21 SCHOOL YEAR ONLY TWO (2) OF THE INTERNS MAY HAVE BEEN AN INTERN IN THE PAST. THIS LANGUAGE WILL SUNSET ON AUGUST 30, 2021.

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## ARTICLE XV

NEW C.5. FOR 2020-21, THE BOARD MAY CHOOSE TO RELEASE UP TO 8 FTE TEACHERS TO ASSIST IN CURRICULUM INSTRUCTION AND/OR CURRICULUM DEVELOPMENT, AND/OR INSTRUCTIONAL TECHNOLOGY. THESE TEACHERS WILL BE SELECTED BY THE BOARD. THESE TEACHERS ARE NOT TO BE CONSIDERED TEACHER LEADERS FOR PURPOSES OF EVALUATION. A SUBSTITUTE TEACHER WILL BE PLACED IN THE CLASSROOM FROM WHICH THEY WERE RELEASED FOR UP TO TWO (2) YEARS. IF THE TEACHER REMAINS A CURRICULAR LEADER AFTER TWO (2) YEARS, THEY WILL RETURN TO ANY VACANCY FOR WHICH THEY ARE CERTIFIED AND HIGHLY QUALIFIED.

THE SUBSTITUTE, WHICH WAS ASSIGNED TO THEIR CLASSROOM, WILL BE PLACED IN A DIFFERENT CLASSROOM FOR WHICH THE RELEASED TEACHER IS CERTIFIED AND HIGHLY QUALIFIED. IN THE 2020-21 SCHOOL YEAR ONLY, SIX (6) OF THE CURRICULAR LEADERS MAY HAVE BEEN A CURRICULAR LEADER IN THE PAST. THE TWO (2) HIGH SCHOOL INSTRUCTIONAL COACHES WILL BE THE SAME AS THEY WERE IN 2019-20. THIS LANGUAGE WILL SUNSET ON AUGUST 30, 2021.

# **ARTICLE XVIII**

ADDITION TO A. IF A TEACHER CHOOSES TO PARTICIPATE IN THIS SECTION, AT NO POINT WILL THEIR SICK DAYS FALL BELOW 40 SICK DAYS DURING ANY GIVEN SCHOOL YEAR.

B 2. a. Ten...is required. These days may not be used the day before or the day after a holiday or the first or last week of school .THESE DAYS MAY NOT BE USED THE FIRST FIVE (5) TEACHER DAYS OR THE LAST THREE STUDENT DAYS without the approval of the Superintendent. APPROVAL WILL BE GIVEN DURING THE FIRST FIVE (5) TEACHER DAYS AND THE LAST THREE (3) STUDENT DAYS FOR TEACHERS TO ATTEND THEIR CHILD'S SCHOOL ACTIVITIES. THESE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO, GRADUATION, FIELD DAY, FIELD TRIPS, COLLEGE MOVE IN/MOVE OUT, FIRST DAY OF SCHOOL, ETC.

G. Sick days will be posted on EACH paychecks twice a year, near the end of each semester.

## **ARTICLE XX**

NEW G. A TEACHER WHO OPTS OUT OF THE SICK BANK AFTER THEIR INITIAL ENROLLMENT WILL NOT BE ABLE TO RE-ENROLL IN THE SICK BANK.

## **ARTICLE XXIV**

ADD. IF ADDITIONAL DAYS OF INSTRUCTION ARE REQUIRED BECAUSE THE BOARD DID NOT FULFILL THE STATE REQUIREMENTS FOR SCECHS, AND THE DAY DOES NOT COUNT FOR STUDENT INSTRUCTION, TEACHERS WILL BE PAID THEIR DAILY RATE FOR THE MAKE UP DAYS.

IF ADDITIONAL DAYS ARE REQUIRED BECAUSE TEACHERS DO NOT MEET THE REQUIRED PARTICIPATION RATE SET BY THE STATE, ADDITIONAL DAY(S) WILL BE MUTUALLY AGREED TO BY THE BOARD AND THE ASSOCIATION WITHOUT ADDITIONAL PAY.

#### **ARTICLE XXV**

G. NEW. LONGEVITY WILL BE PAID BASED ON THE ADJUSTED SENIORITY DATE. IF THE ADJUSTED SENIORITY DATE IS BEFORE JANUARY 30<sup>TH</sup> OF THE YEAR THEN THE FULL LONGEVITY WILL BE PAID ACCORDING TO THE SCHEDULE. IF THE ADJUSTED SENIORITY DATE IS AFTER JANUARY 30<sup>TH</sup> OF THE YEAR THEN HALF OF THE

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LONGEVITY RATE WILL BE PAID. THIS APPLIES TO THE FIRST YEAR OF EACH INCREASE. AFTER THE FIRST YEAR THE TEACHER WILL BE PAID THE FULL LONGEVITY AMOUNT ACCORDING TO THE SCHEDULE.

O. Upon retirement, a teacher-with more than 50 days in his/her personal sick-leave accumulation shall be paid at the then current CERTIFIED substitute daily rate for each day of personal sick leave accumulation beyond fifty(50) up to a maximum of two hundred (200) days. THE STRIKE THROUGH LANGUAGE WILL SUNSET ON AUGUST 30, 2021.

P. For the...shall be two-percent (0.02). FOR THE 2020-21 SCHOOL YEAR, EACH TEACHER'S BOARD CONTRIBUTION TO THEIR 403B ACCOUNT SHALL BE ZERO PERCENT (0.00). Part-time...April 1<sup>st</sup> of each year remains. Current Contract

#### APPENDIX B

**2020-2021 SALARY SCHEDULE**: THE TEACHER SHALL MOVE ON THE SALARY SCHEDULE BASED ON HIRE/SENIORITY DATE/ADJUSTED SENIORITY DATE TO THE STEP THEY SHOULD BE ON IN THE 2020-21 SCHOOL YEAR. THIS INCLUDES ANY UNPAID STEP AND A STEP FOR 2020-21. THEY WILL BE PLACED ON THE STEP THAT THEIR SENIORITY DATE WARRANTS.TEACHERS AT THE TOP STEP IN 2019-20 WILL RECEIVE A 2% OFF SCHEDULE LUMP SUM PAYMENT IN THE DECEMBER 15<sup>TH</sup>, 2020, PAYCHECK. A cost-of-living adjustment shall be paid at the conclusion of the 2020-21 school year pursuant to the terms of the Cost-of-living language capped at zero percent (0%).

THE DISTRICT WILL OFFER A BUYOUT TO ALL TEACHERS AT THE TOP OF THE BACHELOR'S, MASTER'S MAX, MA+30/MSW, 2<sup>ND</sup> MASTER'S/EDS, AND PHD/EDD AND HAVE BEEN EMPLOYED AT CHIPPEWA VALLEY FOR AT LEAST TWENTY (20) YEARS IN THE AMOUNT OF \$80,000 TO TERMINATE EMPLOYMENT JUNE 30, 2021. DETAILS WILL BE MUTUALLY AGREED TO BY THE ASSOCIATION AND THE BOARD NO LATER THAN JANUARY 15, 2021.

#### NEW

EXTENDED DAY PROGRAMS- \$25 PER HOUR
SUMMER PD-\$140 PER DAY FOR A FIVE (5) HOUR WORK DAY
SUMMER SCHOOL TEACHING- \$120 FOR A FOUR (4) HOUR WORK DAY
THE BOARD AND THE ASSOCIATION CAN MUTUALLY AGREE TO INCREASE THESE RATES. THESE AMOUNTS DO NOT INCLUDE ROLL-UP COSTS.

# **APPENDIX B 1**

ADDITIONAL COACHES WILL BE HIRED ON A YEARLY BASIS BASED ON THE NUMBER OF PLAYERS IN THE FOLLOWING SPORTS:

HIGH SCHOOL FOOTBALL-73, 109, AND 158

HIGH SCHOOL TRACK-71,101,136,176

HIGH SCHOOL CROSS COUNTRY-80,116,158

HIGH SCHOOL WRESTLING-80,116,158

**HIGH SCHOOL TENNIS**-A FRESHMAN COACH WILL BE ADDED IF THERE ARE 20 FRESHMEN OR MORE. AN ADDITIONAL COACH WILL BE ADDED AT 80,116,158. IF THERE IS NO FRESHMAN TEAM A COACH WILL BE ADDED AT 60.

HIGH SCHOOL SWIM/DIVE-23,50,84,128

MIDDLE SCHOOL FOOTBALL-61,91,126 MIDDLE SCHOOL TRACK-71,101,136,176

NEW A COMMITTEE OF 3 ADMINISTRATORS APPOINTED BY THE SUPERINTENDENT AND 3 TEACHERS APPOINTED BY THE ASSOCIATION PRESIDENT WILL MEET TO REVIEW THE STIPEND ASSIGNED TO CHIPPETTES AND DANCE (COMPETITIVE) TO DETERMINE IF ADDITIONAL COMPENSATION SHOULD BE PROVIDED. ANY MUTUALLY AGREED TO AMOUNT WILL BECOME PART OF SCHEDULE B 1.