

**CONTRACT**

**between**

**THE MILWAUKEE BOARD OF SCHOOL DIRECTORS**

**and**

**THE MILWAUKEE TEACHERS' EDUCATION ASSOCIATION**

**(Teachers)**

**July 1, 2005**

**to**

**June 30, 2007**

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1 **C. CONDITIONS AND DURATION OF THE CONTRACT**  
2

3 1. The contract shall remain in full force and effect as binding on the parties from  
4 July 1, 2005, to and including June 30, 2007. Salary and fringe benefits shall be  
5 effective July 1, 2005. Newly adopted language is not specifically retroactive unless  
6 specifically stated to be. The Board and the MTEA, for the life of this contract, each  
7 voluntarily and unqualifiedly waives the right and each agrees that the other shall not be  
8 obligated to bargain collectively with respect to any subject or matter referred to or  
9 covered in this contract or with respect to any subject or matter not specifically referred  
10 to or covered in this contract except as otherwise provided herein.

11  
12 2. The Board and the MTEA shall cooperate on a day-to-day and long-term basis,  
13 throughout the term of this agreement, through lobbying efforts, in seeking federal and  
14 state legislation and administrative actions which provide additional funding to the  
15 Board for matters such as:

- 16  
17 a. Significant reduction in class size  
18  
19 b. New alternative schools  
20  
21 c. New school facilities  
22  
23 d. Additional art, music, physical education teachers, and librarians  
24  
25 e. Additional guidance counselors and school social workers  
26  
27 f. Experimental programs designed to reduce dropout rates  
28  
29 g. Other matters which the parties may agree to mutually  
30

31 **D. NEGOTIATIONS**  
32

33 Either party to this contract may select for itself such negotiator or negotiators for the  
34 purpose of carrying on conferences and negotiations under the provisions of Section 111.70  
35 Wisconsin Statutes, as such party may determine. No consent from either party shall be  
36 required in order to name such negotiator or negotiators, except as limited by Part II,  
37 Section B.  
38

1 **E. GUIDELINES FOR NEGOTIATIONS**

2  
3 1. Conferences and negotiations for a new contract shall be conducted promptly by  
4 the parties in a good faith effort to reach a settlement and to meet the Board's budget  
5 deadline. In order to meet these deadlines and in an effort to expeditiously conclude  
6 negotiations, the parties will observe the following timetable:

7  
8 Both the MTEA and the Board shall submit proposals no later than January 15 prior to  
9 the termination of the agreement and begin negotiations no later than February 15 prior  
10 to the termination of the agreement.

11  
12 It is agreed that the dates specified in these guidelines may be waived by mutual consent  
13 of the parties.

14  
15 2. The negotiators for the Board and the MTEA shall recommend to the Board and  
16 the MTEA, respectively, that they ratify any agreements reached in negotiations. Upon  
17 ratification, the agreement shall be reduced to writing and signed by both parties.

18  
19 3. The Board shall provide without cost to the MTEA enough copies of the tentative  
20 contract for each member of the bargaining unit for ratification. In addition, the Board  
21 shall provide without cost to the MTEA enough copies of the printed contract in booklet  
22 form for each employee in the bargaining unit and any new employees employed in the  
23 bargaining unit. The MTEA shall also be provided without cost one thousand (1,000)  
24 copies of the printed contract in booklet form for their use. The printed contract in  
25 booklet form shall be made available to the MTEA as soon as possible after both parties  
26 have ratified the contract.

27  
28 4. The Board will distribute to each school library, a copy of the Board's policy  
29 manual. Such manual shall include Board policy related to items formerly included in  
30 the contract. In addition, the Board will include the items formerly included in the  
31 contract which are being implemented as administrative procedures.

32  
33 **F. AGREEMENT, RULES, POLICIES, AND PROCEDURES**

34  
35 1. **AGREEMENT AND EXISTING RULES.** This contract shall include existing  
36 Rules of the Board which primarily relate to wages, hours, and conditions of  
37 employment of MTEA bargaining unit members at the time the agreement is entered  
38 into. Where the contract requires changes in rules, "existing rules" shall mean the rules  
39 as amended as required by the contract.



1  
2 **2. AMENDMENTS TO RULES OR BOARD POLICIES**  
3

4 a. Where any rule or Board policy is in conflict with any specific provision of  
5 the contract, the contract shall govern.  
6

7 b. The MTEA shall be provided a copy of any new rule or Board policy or  
8 amendment to any rule or Board policy.  
9

10 c. Where there is any new rule or Board policy or amendment to any rule or  
11 Board policy which is primarily related to wages, hours, and working conditions of  
12 the members of the bargaining unit and the contract is silent, the MTEA may  
13 request to initiate negotiations and obligate the Board to negotiate over such new  
14 rule or Board policy or amendment thereto. If, after a reasonable period of  
15 negotiations with the Board or its representative, no agreement has been reached,  
16 either party may immediately proceed to mediation prior to the implementation of  
17 such rule or Board policy. Either party may proceed to advisory fact finding if the  
18 matter is not resolved in mediation. In an emergency situation which would  
19 interfere with the orderly operations of the schools, the administration may  
20 temporarily implement emergency action prior to mediation.  
21

22 d. Where there is a change by new rule or Board policy or by amendment to a  
23 rule or Board policy which is primarily related to educational and/or public policy,  
24 but which has an impact on the wages, hours, and conditions of employment of the  
25 members of the bargaining unit and the contract is silent, the MTEA may request  
26 to initiate negotiations and obligate the Board to negotiate over the impact of such  
27 new rule or Board policy or amendment thereto.  
28

29 **3. ADMINISTRATIVE PROCEDURES**  
30

31 a. A number of major administrative procedures affecting wages, hours, and  
32 working conditions of members of the bargaining unit have been codified. As  
33 additional procedures are reduced to writing, they shall be added to the booklet  
34 containing such codified procedures.  
35

36 b. Where any new procedure or amendment of procedure conflicts with any  
37 specific provision of this contract, the contract shall govern.  
38

1 c. The MTEA shall be provided a copy of any new administrative procedure or  
2 amendment to an administrative procedure of the type identified in paragraph a.  
3

4 d. If, during the term of the contract, any administrative procedure is changed by  
5 amendment or by a new procedure, on which the contract is silent, which is  
6 primarily related to wages, hours, and working conditions of the members of the  
7 bargaining unit, the MTEA may request to initiate negotiations and obligate the  
8 Board to negotiate over such new administrative procedure or change thereto. If,  
9 after a reasonable period of negotiations, no agreement has been reached, either  
10 party may proceed to mediation prior to the implementation of such procedure.  
11 Either party may proceed to advisory fact finding if the matter is not resolved in  
12 mediation. In an emergency situation which would interfere with the orderly  
13 operations of the schools, the administration may temporarily implement  
14 emergency action prior to mediation.  
15

16 e. If, during the term of the contract, any administrative procedure which is  
17 primarily related to educational and/or public policy is changed by amendment or  
18 by a new procedure which has an impact on the wages, hours, and conditions of  
19 employment of the members of the bargaining unit, and the contract is silent, the  
20 MTEA may request to initiate negotiations and obligate the Board to negotiate the  
21 impact of such change or new procedure.  
22

23 f. Disputes under this section shall not be subject to the grievance procedure, but  
24 shall be resolved through a petition for declaratory ruling or a prohibited practice  
25 complaint before the WERC.  
26

## 27 **G. NEGOTIATIONS OF POSITION DESCRIPTIONS**

28  
29 During the term of this contract, the Board shall retain the right to establish or change  
30 position descriptions. Where new position descriptions or changes in existing position  
31 descriptions have a major effect on the wages, hours, and conditions of employment of  
32 members of the bargaining unit, the impact of said changes dealing with wages, hours, or  
33 working conditions shall be negotiated.  
34

## 35 **H. INTEGRATION**

36  
37 The Board and the MTEA are committed to cooperating to ensure that the professional staff  
38 at each Milwaukee Public School is racially diverse, in continuation of the Board's  
39 longstanding commitment to the faculty assignment goals ordered by the Federal District

1 Court in 1979. The Board and the MTEA make this commitment because they wish to avoid  
2 racial isolation of school faculties, and they believe that having racially and ethnically  
3 diverse faculty and staff at each school is educationally beneficial for all students.  
4

5 The parties agree to utilize all legally permissible measures to implement these goals.  
6

7 The Board agrees to indemnify and to hold the MTEA harmless for damages, including legal  
8 fees, in any suit, action, claim or other federal, state, or local government proceeding which  
9 is brought against the MTEA to challenge this clause or its application. The application of  
10 this indemnification provision is contingent upon the cooperation of the MTEA in the  
11 investigation and defense of any such suit, action, claim, or other proceeding.  
12

### 13 **I. ETHICS CODE** 14

15 Notwithstanding the existence of a 1990-92 collective bargaining agreement between the  
16 Board and MTEA, the Board shall bargain with MTEA, in accordance with the terms of this  
17 paragraph, concerning all mandatory subjects of bargaining and aspects of any ethics code  
18 adopted by the Board. Nothing in this paragraph waives MTEA's right to assert that the  
19 adoption of such a code itself is a mandatory subject of bargaining or waives the Board's  
20 right to assert that the adoption of such a code itself is not a mandatory subject of bargaining.  
21 If the Board and MTEA do not reach a voluntary agreement on any subject about which  
22 they are legally required to bargain, either party may invoke interest arbitration under  
23 Section 111.70(4)(cm), Wisconsin Statutes.  
24  
25

## 26 **PART II** 27

### 28 **A. RECOGNITION** 29

30 1. The Board of School Directors (hereinafter referred to as the Board) recognizes the  
31 Milwaukee Teachers' Education Association (hereinafter referred to as the MTEA) as  
32 the duly certified exclusive collective bargaining representative for all regular teaching  
33 personnel (hereinafter referred to as teachers) teaching at least fifty percent (50%) of a  
34 full teaching schedule or presently on leave, as well as those teaching on a regular  
35 part-time basis less than fifty percent (50%) of a full teaching schedule, (including  
36 guidance counselors, school social workers, teacher-librarians, traveling music teachers  
37 and teacher therapists, including speech pathologists, occupational therapists and  
38 physical therapists, music teachers 550N who are otherwise regularly employed in the  
39 bargaining unit, team managers, clinical educators, speech pathologists, itinerant

1 teachers, diagnostic teachers, vocational work evaluators, community human relations  
2 coordinators, human relations curriculum developers, mobility and orientation  
3 specialists, community resource teachers, program implementors, curriculum  
4 coordinators, school nurses, and Montessori coordinators), excluding substitute per  
5 diem teachers, office and clerical employees, and other employees, supervisors and  
6 executives. This clause shall not be interpreted for purposes other than identifying the  
7 bargaining representative and the bargaining unit.

8  
9 2. The Board shall furnish the MTEA sufficient information to enable them to know  
10 when it is establishing new positions. Upon demand by the MTEA, the Board shall, if it  
11 agrees that the positions are in the bargaining unit, write to the WERC requesting a  
12 modification of certification. Upon receipt of the amended certification, the Board and  
13 the MTEA shall negotiate wages, hours, and working conditions.

14  
15 3. In the event there is disagreement between the MTEA and the Board concerning  
16 the unit placement of newly created positions, the dispute shall be submitted to the  
17 WERC for resolution. While such proceedings are pending, the Board shall not place  
18 the employee in any unit.

19  
20 **B. MTEA NEGOTIATING COMMITTEE**

21  
22 Meetings for collective bargaining shall involve members designated by the MTEA and the  
23 Board. Teacher employees shall be released for such matters without loss of salary or sick  
24 leave when meetings are scheduled during the school day. Every effort will be made to  
25 schedule meetings at times other than during the regular school day. Meetings held during  
26 the regular school day will be scheduled by mutual consent.

27  
28 **C. MANAGEMENT RESPONSIBILITIES**

29  
30 The MTEA recognizes the prerogative of the Board and superintendent to operate and  
31 manage its affairs in all respects in accordance with its responsibilities. The Board and  
32 superintendent on their own behalf hereby retain and reserve unto themselves all powers,  
33 rights, authority, duties, and responsibilities conferred upon and vested in them by the laws  
34 and the Constitution of the State of Wisconsin and of the United States. In exercise of the  
35 powers, rights, authority, duties, and responsibilities by the Board or superintendent, the use  
36 of judgment and discretion in connection therewith shall not be exercised in an arbitrary or  
37 capricious manner, nor in violation of the terms of this contract, Section 111.70 of Wisconsin  
38 Statutes, nor in violation of the laws or the Constitution of the State of Wisconsin and of the  
39 United States.

1  
2 **D. MTEA RESPONSIBILITIES**  
3

4 As the certified collective bargaining representative, the MTEA will represent all persons in  
5 the bargaining unit. No MTEA activity shall interfere with the regular instructional program  
6 of the school. The MTEA, as a professional organization, is encouraged to provide its  
7 professional input into the educational program of the district.  
8

9 It is agreed that when an employee is released for association activities at the request of the  
10 MTEA, the employee will be paid as normal from the Board with the understanding that the  
11 MTEA will reimburse the Board the employee's salary.  
12

13 **E. BULLETIN BOARDS AND MAILBOXES**  
14

15 The MTEA shall be free to use teacher mailboxes for the distribution of its communications.  
16 Materials for posting on bulletin boards shall be submitted to the principal and then posted  
17 by the MTEA, and provided they are professional in approach and do not deal with a  
18 personal attack or reflect unfavorably on the teaching profession or constitute a political  
19 endorsement or rejection of a candidate, no interference will be made with the posting. Such  
20 items should not occupy more than one-quarter of the board and be not more than 16" x 20"  
21 in size. If the administration feels that the material is inappropriate based upon the above  
22 standards, they shall arrange a conference with the representatives of the MTEA within three  
23 (3) workdays. The material, if favorably ruled upon by the administration, will be reposted  
24 within one (1) day of the meeting with the representatives of the MTEA. Persistent violation  
25 of the above procedure in any building may result in the revocation by the superintendent of  
26 the use of the bulletin boards in that building.  
27

28 **F. DUES, FAIR SHARE, AND PAYROLL DEDUCTIONS**  
29

30 1. **DUES DEDUCTION.** The Board shall provide the MTEA with the opportunity  
31 to have its dues and the dues of its affiliates deducted from the checks of the teachers  
32 desiring such service provided that these deductions are evenly distributed over the  
33 number of pay dates set aside for this deduction. Dues deductions will begin on the  
34 biweekly payroll check following the submission of a dues authorization card to central  
35 services. The administration will continue to process cards within six (6) workdays  
36 prior to the payroll check date. Under certain circumstances, more time may be  
37 required--up to ten (10) workdays.  
38

1           2. **FAIR SHARE.** All employees represented by the MTEA who have completed  
2 sixty (60) calendar days of service and are not members of the MTEA shall be required,  
3 as a condition of employment, to pay to the MTEA a proportionate share of the cost of  
4 the collective bargaining process and contract administration. Such charge shall be  
5 deducted from the employee's paycheck in the same manner as MTEA dues and shall be  
6 the same amount as the MTEA charges for regular dues, not including any special  
7 assessment or initiation fee.  
8

9           No part of fair share money may be used to any extent in a political campaign for or  
10 against any candidate for public office.  
11

12           In consideration of this provision, the MTEA agrees:  
13

14           a. That no employee who qualifies for membership under the constitution and  
15 bylaws shall be denied membership or have his/her membership terminated in the  
16 MTEA for reasons other than failure of the employee to tender his/her dues  
17 required as a condition of acquiring or retaining membership in the MTEA. The  
18 MTEA agrees to furnish the Board a current list of employees in the bargaining  
19 unit whose applications for MTEA membership are denied and a list of employees  
20 whose memberships are terminated with grounds therefore, within five (5) days  
21 after rejection or termination.  
22

23           b. The MTEA further agrees to hold the Board harmless for any damages arising  
24 out of any legal action by any employee contesting the above set forth deduction  
25 from his/her salary.  
26

27           Changes in the amount of dues to be deducted shall be certified by the Association by  
28 August 1 of each year.  
29

30           3. **SAVINGS BONDS.** The Board shall continue to issue savings bonds in available  
31 denominations through payroll deductions.  
32

### 33 **G. BUDGET INFORMATION**

34

35           MPS will provide to the MTEA, upon request, all approved and available budget  
36 information for any MPS school and for any school with which MPS contracts for services.  
37 Such information shall include, but not be limited to, actual expenses for the preceding year,  
38 fund transfers within each school, and transfers from central accounts to school accounts.  
39

1 **PART III**

2  
3 **SALARIES AND FRINGE BENEFITS**

4  
5 **A. SALARIES**

6  
7 The salaries for members of the bargaining unit for the term of this contract as developed by  
8 collective bargaining are set forth in the appendices attached hereto. Revision of the  
9 teachers' pay schedule shall be based on the single salary principle of recognition of training  
10 and experience.

11  
12 **B. HEALTH AND DENTAL BENEFITS**

13  
14 Eligible MTEA-represented employees of the Milwaukee Public Schools shall have the right  
15 to enroll in any of the negotiated health plan options described in this section.

16  
17 1. The Board shall provide medical benefits for its employees/dependents who elect  
18 to enroll in the health plans offered by the Board in accordance with the following:

19  
20 a. **PREFERRED PROVIDER OPTION (PPO) INDEMNITY HEALTH**  
21 **PLAN.** Effective November 1, 2005, the current PPO indemnity health plan shall  
22 be modified as indicated herein.

23  
24 1) The plan document for the PPO indemnity health plan, which shall be  
25 negotiated by the parties, provides a description of important details of the  
26 new plan and is incorporated by reference into this contract and shall be  
27 enforceable through the grievance procedure (Part VII) and in accordance  
28 with Part III, Section B(2). Unless required by state law or federal  
29 regulations, the Board shall not make any changes in the plan document  
30 without the express written agreement of the MTEA. The Board shall notify  
31 the MTEA of any changes made in the plan document resulting from changes  
32 in state law or federal regulation within thirty (30) days of the change.

33  
34 2) **SUMMARY DESCRIPTION.** A summary description of some of the  
35 more important covered medical services and plan design features of the PPO  
36 indemnity health plan are listed below. Where there is a difference between  
37 negotiated contract language (contained herein) and language in the plan  
38 document, the negotiated contract shall govern. Where the contract is silent,  
39 the plan document shall govern.

| 1 | <b>Covered Medical Services/<br/>Plan Design Features</b>                                                                                                                                                                                                                                                                                                                                                                                                     | <b>In-Network<br/>Payment*</b>                                                                                                            | <b>Out-of-Network<br/>Payment*</b>                                                                                                                 |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 | <b>Plan Deductible</b> (per calendar year; applies before co-insurance is payable)                                                                                                                                                                                                                                                                                                                                                                            | \$100 individual<br>\$300 family                                                                                                          | \$100 individual<br>\$300 family                                                                                                                   |
| 3 | <b>Annual Co-Insurance Limit</b> (excludes deductible and co-pays; once family co-insurance limit is met, all family members will be considered to have met their co-insurance limit for the remainder of the calendar year.)                                                                                                                                                                                                                                 | \$200 individual<br>\$600 family                                                                                                          | \$500 individual<br>\$1,500 family                                                                                                                 |
| 4 | <b>Lifetime Maximum</b>                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$2,382,000****<br>per covered individual<br>in calendar 2005 (indexed<br>to the medical CPI<br>adjusted each January 1<br>thereafter)*** | \$2,382,000****<br>per covered<br>individual in<br>calendar 2005<br>(indexed to the<br>medical CPI<br>adjusted each<br>January 1<br>thereafter)*** |
| 5 | *Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services received for the remainder of the calendar year are benefited at one hundred percent (100%) (except for: office visit, urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments). |                                                                                                                                           |                                                                                                                                                    |
| 6 | ***Maximums are a combined limit for in-network and out-of-network.                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                           |                                                                                                                                                    |
| 7 | ****Lifetime maximum is a combined limit for benefits paid by any MPS self-funded health plan.                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                           |                                                                                                                                                    |



| 1  | <b>Covered Medical Services/<br/>Plan Design Features</b>                                                                                                                                                                             | <b>In-Network<br/>Payment*</b>                                                      | <b>Out-of-Network<br/>Payment*</b>                                                               |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| 2  |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 3  |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 4  | <b>Hospital Services</b>                                                                                                                                                                                                              |                                                                                     |                                                                                                  |
| 5  | Inpatient coverage                                                                                                                                                                                                                    | 90% after deductible                                                                | 80% after deductible                                                                             |
| 6  |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 7  |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 8  | Outpatient coverage                                                                                                                                                                                                                   | 90% after deductible                                                                | 80% after deductible                                                                             |
| 9  |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 10 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 11 | Emergency room (for emergency as defined by the third party administrator [TPA]), including in-network and out-of-network physician services                                                                                          | \$50 co-pay                                                                         | \$50 co-pay                                                                                      |
| 12 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 13 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 14 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 15 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 16 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 17 | Non-emergency use of the emergency room                                                                                                                                                                                               | 50% after deductible                                                                | 50% after deductible                                                                             |
| 18 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 19 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 20 | <b>Physician Services</b>                                                                                                                                                                                                             |                                                                                     |                                                                                                  |
| 21 | Office visits (non-surgical) to non-specialists                                                                                                                                                                                       | \$10 co-pay                                                                         | 80% after deductible                                                                             |
| 22 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 23 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 24 | Routine physicals/immunizations: well-baby care to age 2 (up to 10 routine exams annually); children age 2+ to age 7 (2 routine exams annually); children age 7+ to adult (1 routine exam annually); adults (1 routine exam annually) | \$10 co-pay (immunizations at 100% with co-pay waived for children, birth to age 6) | 80% after deductible (immunizations at 100% with deductible waived for children, birth to age 6) |
| 25 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 26 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 27 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 28 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 29 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 30 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 31 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 32 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 33 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 34 | Routine ob/gyn exam (1 routine exam per calendar year, including 1 pap smear and related fees)                                                                                                                                        | \$10 co-pay                                                                         | 80% after deductible                                                                             |
| 35 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 36 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 37 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |
| 38 |                                                                                                                                                                                                                                       |                                                                                     |                                                                                                  |

39 \*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services  
40 received for the remainder of the calendar year are benefited at one hundred percent (100%) (except for: office visit,  
41 urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient  
42 alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

|    | <b>Covered Medical Services/<br/>Plan Design Features</b> | <b>In-Network<br/>Payment*</b> | <b>Out-of-Network<br/>Payment*</b> |
|----|-----------------------------------------------------------|--------------------------------|------------------------------------|
| 1  |                                                           |                                |                                    |
| 2  |                                                           |                                |                                    |
| 3  |                                                           |                                |                                    |
| 4  | Routine mammography                                       | 90% after deductible           | 80% after (One                     |
| 5  | mammogram per calendar                                    |                                | deductible                         |
| 6  | year for covered females 40                               |                                |                                    |
| 7  | and over)                                                 |                                |                                    |
| 8  |                                                           |                                |                                    |
| 9  | Specialist (office visits)                                | 90% after deductible           | 80% after                          |
| 10 |                                                           |                                | deductible                         |
| 11 |                                                           |                                |                                    |
| 12 | Surgery                                                   | 90% after deductible           | 80% after                          |
| 13 |                                                           |                                | deductible                         |
| 14 |                                                           |                                |                                    |
| 15 | Physician in-hospital services                            | 90% after deductible           | 80% after                          |
| 16 |                                                           |                                | deductible                         |
| 17 |                                                           |                                |                                    |
| 18 | Allergy testing and treatment                             | 90% after deductible           | 80% after                          |
| 19 |                                                           |                                | deductible                         |
| 20 |                                                           |                                |                                    |
| 21 | Allergy injections                                        | 90% after deductible           | 80% after                          |
| 22 |                                                           |                                | deductible                         |
| 23 |                                                           |                                |                                    |
| 24 | Immunizations and injections                              | 90% after deductible           | 80% after                          |
| 25 |                                                           | (immunizations at 100%         | deductible                         |
| 26 |                                                           | with deductible waived         | (immunizations at                  |
| 27 |                                                           | for children, birth to         | 100% with                          |
| 28 |                                                           | age 6)                         | deductible waived                  |
| 29 |                                                           |                                | for children, birth                |
| 30 |                                                           |                                | to age 6)                          |
| 31 |                                                           |                                |                                    |
| 32 | Other physician services                                  | 90% after deductible           | 80% after                          |
| 33 |                                                           |                                | deductible                         |
| 34 |                                                           |                                |                                    |
| 35 | <b>Maternity</b> (coverage includes                       | 90% after deductible           | 80% after                          |
| 36 | voluntary sterilization and                               |                                | deductible                         |
| 37 | voluntary abortion)                                       |                                |                                    |
| 38 |                                                           |                                |                                    |

39 \*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services  
40 received for the remainder of the calendar year are benefited at one hundred percent (100%) (except for: office visit,  
41 urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient  
42 alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

| 1  | <b>Covered Medical Services/<br/>Plan Design Features</b>                                                                                                 | <b>In-Network<br/>Payment*</b> | <b>Out-of-Network<br/>Payment*</b> |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------|
| 2  |                                                                                                                                                           |                                |                                    |
| 3  |                                                                                                                                                           |                                |                                    |
| 4  | <b>Contraceptives</b> (including<br>injectable contraceptives that<br>are not self-administered and<br>inserted and implanted contra-<br>ceptive devices) | 90% after deductible           | 80% after<br>deductible            |
| 5  |                                                                                                                                                           |                                |                                    |
| 6  |                                                                                                                                                           |                                |                                    |
| 7  |                                                                                                                                                           |                                |                                    |
| 8  |                                                                                                                                                           |                                |                                    |
| 9  |                                                                                                                                                           |                                |                                    |
| 10 | <b>Infertility Treatment</b>                                                                                                                              | 90% after deductible           | 80% after                          |
| 11 | Artificial insemination (6 cycles                                                                                                                         |                                | deductible                         |
| 12 | lifetime maximum). Advanced                                                                                                                               |                                |                                    |
| 13 | reproductive technology, including                                                                                                                        |                                |                                    |
| 14 | in vitro fertilization, GIFT, ZIFT                                                                                                                        |                                |                                    |
| 15 | to lifetime maximum of \$30,000.                                                                                                                          |                                |                                    |
| 16 |                                                                                                                                                           |                                |                                    |
| 17 | <b>Diagnostic X-Ray &amp; Laboratory</b>                                                                                                                  | 90% after deductible           | 80% after                          |
| 18 | (other than physician's office)                                                                                                                           |                                | deductible                         |
| 19 |                                                                                                                                                           |                                |                                    |
| 20 | <b>Durable Medical Equipment</b>                                                                                                                          | 90% after deductible           | 80% after                          |
| 21 |                                                                                                                                                           |                                | deductible                         |
| 22 |                                                                                                                                                           |                                |                                    |
| 23 | <b>Prescription Drugs</b>                                                                                                                                 |                                |                                    |
| 24 | Retail pharmacies (local                                                                                                                                  | 100% after 10%                 | 100% after a                       |
| 25 | and nationwide)                                                                                                                                           | co-pay off                     | 20% co-pay for                     |
| 26 |                                                                                                                                                           | discounted charge,             | 30-day supply                      |
| 27 | Contraceptives                                                                                                                                            | for 30-day supply at           |                                    |
| 28 | (oral, transdermal, and                                                                                                                                   | Medco participating            |                                    |
| 29 | intravaginal), fertility                                                                                                                                  | pharmacies                     |                                    |
| 30 | drugs (oral and injectable),                                                                                                                              |                                |                                    |
| 31 | and diabetic supplies                                                                                                                                     |                                |                                    |
| 32 | included                                                                                                                                                  |                                |                                    |
| 33 |                                                                                                                                                           |                                |                                    |
| 34 | No mandatory generics                                                                                                                                     |                                |                                    |
| 35 |                                                                                                                                                           |                                |                                    |
| 36 |                                                                                                                                                           |                                |                                    |
| 37 |                                                                                                                                                           |                                |                                    |
| 38 |                                                                                                                                                           |                                |                                    |

39 \*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services  
40 received for the remainder of the calendar year are benefited at one hundred percent (100%) (except for: office visit,  
41 urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient  
42 alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

|    | <b>Covered Medical Services/<br/>Plan Design Features</b>                                                                                 | <b>In-Network<br/>Payment*</b>                                          | <b>Out-of-Network<br/>Payment*</b>                                   |
|----|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------|
| 1  |                                                                                                                                           |                                                                         |                                                                      |
| 2  |                                                                                                                                           |                                                                         |                                                                      |
| 3  |                                                                                                                                           |                                                                         |                                                                      |
| 4  | Mail-order pharmacy program<br>(Medco)                                                                                                    | 100% after \$10 generic<br>and \$20 brand co-pay<br>for a 90-day supply | N/A                                                                  |
| 5  |                                                                                                                                           |                                                                         |                                                                      |
| 6  |                                                                                                                                           |                                                                         |                                                                      |
| 7  |                                                                                                                                           |                                                                         |                                                                      |
| 8  | <b>Mental Health Services</b>                                                                                                             |                                                                         |                                                                      |
| 9  | Inpatient coverage                                                                                                                        | 90% after deductible<br>up to 120 days per<br>calendar year***          | 80% after<br>deductible up to<br>40 days per<br>calendar year***     |
| 10 |                                                                                                                                           |                                                                         |                                                                      |
| 11 |                                                                                                                                           |                                                                         |                                                                      |
| 12 |                                                                                                                                           |                                                                         |                                                                      |
| 13 |                                                                                                                                           |                                                                         |                                                                      |
| 14 | Outpatient coverage<br>(including all mandated<br>providers)                                                                              | 90% after deductible**<br>up to 120 visits per<br>calendar year***      | 80% after<br>deductible** up to<br>30 visits per<br>calendar year*** |
| 15 |                                                                                                                                           |                                                                         |                                                                      |
| 16 |                                                                                                                                           |                                                                         |                                                                      |
| 17 |                                                                                                                                           |                                                                         |                                                                      |
| 18 |                                                                                                                                           |                                                                         |                                                                      |
| 19 | <b>Alcohol/Drug Abuse</b>                                                                                                                 |                                                                         |                                                                      |
| 20 | Inpatient coverage                                                                                                                        | 90% after deductible<br>up to 120 days per<br>calendar year***          | 80% after<br>deductible up to<br>40 days per<br>calendar year***     |
| 21 |                                                                                                                                           |                                                                         |                                                                      |
| 22 |                                                                                                                                           |                                                                         |                                                                      |
| 23 |                                                                                                                                           |                                                                         |                                                                      |
| 24 |                                                                                                                                           |                                                                         |                                                                      |
| 25 | Outpatient coverage<br>(including all mandated<br>providers)                                                                              | 90% after deductible**<br>up to 120 visits per<br>calendar year***      | 80% after<br>deductible** up to<br>30 visits per<br>calendar year*** |
| 26 |                                                                                                                                           |                                                                         |                                                                      |
| 27 |                                                                                                                                           |                                                                         |                                                                      |
| 28 |                                                                                                                                           |                                                                         |                                                                      |
| 29 |                                                                                                                                           |                                                                         |                                                                      |
| 30 | <b>Ambulance</b> (covers medically<br>necessary transportation only —<br>if ambulance called unneces-<br>sarily, no coverage is provided) | 100% (deductible waived)                                                | 100% (deductible<br>waived)                                          |
| 31 |                                                                                                                                           |                                                                         |                                                                      |
| 32 |                                                                                                                                           |                                                                         |                                                                      |
| 33 |                                                                                                                                           |                                                                         |                                                                      |
| 34 |                                                                                                                                           |                                                                         |                                                                      |
| 35 |                                                                                                                                           |                                                                         |                                                                      |

\*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services received for the remainder of the calendar year are benefited at one hundred percent (100%) (except for: office visit, urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

\*\*Does not apply to co-insurance limit and expenses continue to be subject to co-insurance.

\*\*\*Maximums are a combined limit for in-network and out-of-network.

|    | <b>Covered Medical Services/<br/>Plan Design Features</b> | <b>In-Network<br/>Payment*</b> | <b>Out-of-Network<br/>Payment*</b> |
|----|-----------------------------------------------------------|--------------------------------|------------------------------------|
| 1  |                                                           |                                |                                    |
| 2  |                                                           |                                |                                    |
| 3  |                                                           |                                |                                    |
| 4  | <b>Short-Term Rehabilitation</b>                          | 90% after deductible           | 80% after deductible               |
| 5  | (acute conditions only)                                   |                                |                                    |
| 6  |                                                           |                                |                                    |
| 7  | <b>Organ Transplants</b> (see National                    | 90% after deductible           | 80% after deductible               |
| 8  | Program for Medical Excellence)                           |                                |                                    |
| 9  |                                                           |                                |                                    |
| 10 | <b>Physical/Speech/Occupational</b>                       | 90% after deductible           | 80% after deductible               |
| 11 | <b>Therapy</b> (inpatient and out-                        |                                |                                    |
| 12 | patient)                                                  |                                |                                    |
| 13 |                                                           |                                |                                    |
| 14 | <b>Radiation Therapy</b> (inpatient and                   | 90% after deductible           | 80% after deductible               |
| 15 | outpatient)                                               |                                |                                    |
| 16 |                                                           |                                |                                    |
| 17 | <b>Chemotherapy</b> (inpatient and out-                   | 90% after deductible           | 80% after deductible               |
| 18 | patient)                                                  |                                |                                    |
| 19 |                                                           |                                |                                    |
| 20 | <b>Blood/Blood Plasma</b>                                 | 90% after deductible           | 80% after deductible               |
| 21 |                                                           |                                |                                    |
| 22 |                                                           |                                |                                    |
| 23 | <b>Chiropractic</b>                                       | 90% after deductible           | 80% after deductible up to         |
| 24 |                                                           | up to 50 visits per            | deductible up to                   |
| 25 |                                                           | calendar year***               | 50 visits per                      |
| 26 |                                                           |                                | calendar year***                   |
| 27 |                                                           |                                |                                    |
| 28 | <b>Oral Surgery</b> (procedures covered                   | 90% after deductible           | 80% after deductible               |
| 29 | by Aetna U.S. Healthcare on                               |                                |                                    |
| 30 | October 27, 2000)                                         |                                |                                    |
| 31 |                                                           |                                |                                    |
| 32 | <b>TMJ</b> (surgical and non-surgical                     | 90% after deductible           | 80% after deductible               |
| 33 | diagnosis and treatment)                                  |                                |                                    |
| 34 |                                                           |                                |                                    |
| 35 | <b>Prosthetic/Orthotic Appliances</b>                     | 90% after deductible           | 80% after deductible               |
| 36 |                                                           |                                |                                    |
| 37 |                                                           |                                |                                    |

38 \*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services  
39 received for the remainder of the calendar year are benefited at one hundred percent (100%) (except for: office visit,  
40 urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient  
41 alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

42 \*\*\*Maximums are a combined limit for in-network and out-of-network.  
43

|    | <b>Covered Medical Services/<br/>Plan Design Features</b>       | <b>In-Network<br/>Payment*</b>                                       | <b>Out-of-Network<br/>Payment*</b>                                   |
|----|-----------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------|
| 1  |                                                                 |                                                                      |                                                                      |
| 2  |                                                                 |                                                                      |                                                                      |
| 3  |                                                                 |                                                                      |                                                                      |
| 4  | <b>Podiatrist Services</b>                                      | 90% after deductible                                                 | 80% after deductible                                                 |
| 5  |                                                                 |                                                                      |                                                                      |
| 6  |                                                                 |                                                                      |                                                                      |
| 7  | <b>Weight Loss</b>                                              | 90% after deductible                                                 | 80% after deductible                                                 |
| 8  |                                                                 |                                                                      |                                                                      |
| 9  |                                                                 |                                                                      |                                                                      |
| 10 | <b>Urgent Care/Walk-In Clinic</b> (not considered an emergency) | \$35 co-pay                                                          | 80% after deductible                                                 |
| 11 |                                                                 |                                                                      |                                                                      |
| 12 |                                                                 |                                                                      |                                                                      |
| 13 | <b>Skilled Nursing Facility</b>                                 | 90% after deductible up to 120 days per calendar year***             | 80% after deductible up to 120 days per calendar year***             |
| 14 |                                                                 |                                                                      |                                                                      |
| 15 |                                                                 |                                                                      |                                                                      |
| 16 |                                                                 |                                                                      |                                                                      |
| 17 |                                                                 |                                                                      |                                                                      |
| 18 | <b>Home Health Care</b>                                         | 90% after deductible up to 120 visits per calendar year***           | 80% after deductible up to 120 visits per calendar year***           |
| 19 |                                                                 |                                                                      |                                                                      |
| 20 |                                                                 |                                                                      |                                                                      |
| 21 |                                                                 |                                                                      |                                                                      |
| 22 |                                                                 |                                                                      |                                                                      |
| 23 | <b>Private Duty Nursing</b>                                     | 90% after deductible up to 70 eight-hour shifts per calendar year*** | 80% after deductible up to 70 eight-hour shifts per calendar year*** |
| 24 |                                                                 |                                                                      |                                                                      |
| 25 |                                                                 |                                                                      |                                                                      |
| 26 |                                                                 |                                                                      |                                                                      |
| 27 |                                                                 |                                                                      |                                                                      |
| 28 |                                                                 |                                                                      |                                                                      |
| 29 | <b>Hospice Care</b>                                             |                                                                      |                                                                      |
| 30 | Inpatient coverage                                              | 90% after deductible up to 45 days***                                | 80% after deductible up to 45 days***                                |
| 31 |                                                                 |                                                                      |                                                                      |
| 32 |                                                                 |                                                                      |                                                                      |
| 33 |                                                                 |                                                                      |                                                                      |
| 34 | Outpatient coverage                                             | 90% after deductible up to a maximum benefit of \$10,000***          | 80% after deductible up to a maximum benefit of \$10,000***          |
| 35 |                                                                 |                                                                      |                                                                      |
| 36 |                                                                 |                                                                      |                                                                      |
| 37 |                                                                 |                                                                      |                                                                      |

38 \*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services  
39 received for the remainder of the calendar year are benefited at one hundred percent (100%) (except for: office visit,  
40 urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient  
41 alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

42  
43 \*\*\*Maximums are a combined limit for in-network and out-of-network.

| 1  | <b>Covered Medical Services/<br/>Plan Design Features</b>                                                              | <b>In-Network<br/>Payment*</b> | <b>Out-of-Network<br/>Payment*</b> |
|----|------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------|
| 2  |                                                                                                                        |                                |                                    |
| 3  |                                                                                                                        |                                |                                    |
| 4  | <b>National Program for Out-of-<br/>Network Discounts</b>                                                              | N/A                            | Included                           |
| 5  |                                                                                                                        |                                |                                    |
| 6  |                                                                                                                        |                                |                                    |
| 7  | <b>A National Program of Medical</b>                                                                                   | Included                       | N/A                                |
| 8  | <b>Excellence</b> (Coordinates medical                                                                                 |                                |                                    |
| 9  | care with nationally respected                                                                                         |                                |                                    |
| 10 | doctors, clinics, and hospitals.                                                                                       |                                |                                    |
| 11 | Travel expenses for the member                                                                                         |                                |                                    |
| 12 | and a companion are covered —                                                                                          |                                |                                    |
| 13 | up to a maximum of \$10,000 per                                                                                        |                                |                                    |
| 14 | episode.)                                                                                                              |                                |                                    |
| 15 |                                                                                                                        |                                |                                    |
| 16 | <b>Inpatient Precertification and</b>                                                                                  | Provider initiated.            | Member initiated                   |
| 17 | <b>Concurrent Review</b> (applies to                                                                                   |                                | (Not required for                  |
| 18 | inpatient hospital, treatment                                                                                          |                                | employees/<br>dependents           |
| 19 | facility, skilled nursing                                                                                              |                                | enrolled in                        |
| 20 | facility, home health care,                                                                                            |                                | Medicare as                        |
| 21 | hospice care & private duty nursing                                                                                    |                                | primary)                           |
| 22 | care)                                                                                                                  |                                |                                    |
| 23 |                                                                                                                        |                                |                                    |
| 24 | Penalty to employee for                                                                                                | None                           | \$300 penalty.                     |
| 25 | failure to precertify                                                                                                  |                                | Applies per                        |
| 26 |                                                                                                                        |                                | occurrence (Does                   |
| 27 |                                                                                                                        |                                | not apply to                       |
| 28 |                                                                                                                        |                                | employees/<br>dependents           |
| 29 |                                                                                                                        |                                | enrolled in                        |
| 30 |                                                                                                                        |                                | Medicare as                        |
| 31 |                                                                                                                        |                                | primary)                           |
| 32 |                                                                                                                        |                                |                                    |
| 33 |                                                                                                                        |                                |                                    |
| 34 |                                                                                                                        |                                |                                    |
| 35 |                                                                                                                        |                                |                                    |
| 36 |                                                                                                                        |                                |                                    |
| 37 |                                                                                                                        |                                |                                    |
| 38 |                                                                                                                        |                                |                                    |
| 39 | *Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services    |                                |                                    |
| 40 | received for the remainder of the calendar year are benefited at one hundred percent (100%) (except for: office visit, |                                |                                    |
| 41 | urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient  |                                |                                    |
| 42 | alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).                           |                                |                                    |

| 1  | <b>Covered Medical Services/<br/>Plan Design Features</b>          | <b>In-Network<br/>Payment*</b>                                                                                                                                                                                                                                            | <b>Out-of-Network<br/>Payment*</b>                                                          |
|----|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| 2  |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 3  |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 4  | <b>Claim Submission</b>                                            | Provider initiated.<br>Two-year filing<br>requirement                                                                                                                                                                                                                     | Member initiated,<br>member<br>ultimately<br>responsible.<br>Two-year filing<br>requirement |
| 5  |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 6  |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 7  |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 8  |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 9  |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 10 | The following provisions apply both in-network and out-of-network: |                                                                                                                                                                                                                                                                           |                                                                                             |
| 11 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 12 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 13 | <b>Private Room Limit</b>                                          | Semi-Private. (Private room covered when medically necessary as determined by Aetna; private room covered at semi-private rate when only room available is private.)                                                                                                      |                                                                                             |
| 14 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 15 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 16 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 17 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 18 | <b>Pre-Existing Conditions Rule</b>                                | Does not apply. Employees/dependents who enroll during the annual September open enrollment period or when they first become eligible under the plan are enrolled without pre-existing condition limitations. See Section B(3). Enrollment at other times is not allowed. |                                                                                             |
| 19 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 20 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 21 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 22 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 23 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 24 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 25 | <b>Continuation</b>                                                | Standard COBRA continuation applies.                                                                                                                                                                                                                                      |                                                                                             |
| 26 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 27 | <b>Extension of Benefits</b>                                       | Twelve months extension if totally disabled when coverage ceases — extension applies to all covered expenses for the conditions causing such disabilities.                                                                                                                |                                                                                             |
| 28 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 29 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 30 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 31 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 32 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 33 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 34 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 35 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 36 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |
| 37 |                                                                    |                                                                                                                                                                                                                                                                           |                                                                                             |

38 \*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services  
39 received for the remainder of the calendar year are benefited at one hundred percent (100%) (except for: office visit,  
40 urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient  
41 alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).



1                   **Coordination With Other Benefits**  
2                   **Including Medicare**

Maintenance of Benefits (MOB) per transaction without a bank applies to dependents of active employees (including employees on leave) and retirees/dependents not Medicare primary. See Section B(1)(a)(10). Coordination of Benefits (COB) 100% without a bank applies when retiree/dependent is Medicare primary. See Section B(1)(a)(10).

9  
10                   **Order of Benefit Determination**

Standard rules apply (parent birthday, divorced or separated parent, retired or laid off, continuation, cost containment).

11  
12  
13  
14                   The in-network and out-of-network deductibles and co-insurance limits cross apply  
15                   between in-network and out-of-network.

16  
17                   **3) PLAN DESIGN**

18  
19                   a) **In-Network.** The PPO indemnity health plan shall be subject to an  
20                   annual one hundred dollar (\$100) per individual/three hundred dollars  
21                   (\$300) per family deductible, after which all covered medical services  
22                   and supplies obtained in-network shall be subject to a ten percent (10%)  
23                   individual-paid co-insurance amount until the annual in-network co-  
24                   insurance limit of two hundred dollars (\$200) per individual/six hundred  
25                   dollars (\$600) per family is reached. Once the in-network co-insurance  
26                   limit is reached in a calendar year, all covered medical expenses provided  
27                   in-network will be paid at one hundred percent (100%) for the remainder  
28                   of that calendar year, in accordance with the following:

29  
30                   Co-insurance limits (excluding outpatient mental health, outpatient  
31                   alcohol/drug abuse, and non-emergency use of emergency room services)  
32                   are the maximum amount of out-of-pocket expenses (other than office  
33                   visit, urgent care, emergency room, and prescription co-pays;  
34                   deductibles; and penalty payments) that an employee/family will have to  
35                   pay for in-network medical services in a calendar year.

36  
37                   Only those out-of-pocket expenses resulting from the applications of the  
38                   co-insurance percentage (except outpatient mental health, outpatient  
39                   alcohol/drug abuse, and non-emergency use of emergency room services)  
40                   may be used to satisfy the calendar year co-insurance limit.

1  
2 The in-network and out-of-network deductibles and co-insurance limits  
3 cross apply between in-network and out-of-network.  
4

5 b) **Out-of-Network.** The PPO indemnity health plan shall be subject  
6 to an annual one hundred dollar (\$100) per individual/three hundred  
7 dollars (\$300) per family deductible, after which all covered medical  
8 services and supplies obtained out-of-network shall be subject to a twenty  
9 percent (20%) individual-paid co-insurance amount until the annual out-  
10 of-network co-insurance limit of five hundred dollars (\$500) per  
11 individual/one thousand five hundred dollars (\$1,500) per family is  
12 reached. Once the out-of-network co-insurance limit is reached in a  
13 calendar year, all covered medical expenses provided out-of-network will  
14 be paid at one hundred percent (100%) for the remainder of that calendar  
15 year; in accordance with the following:  
16

17 Co-insurance limits (excluding outpatient mental health, outpatient  
18 alcohol/drug abuse, and non-emergency use of emergency room services)  
19 are the maximum amount of out-of-pocket expenses (other than  
20 emergency room and prescription co-pays, deductibles, and penalty  
21 payments) that an employee/family will have to pay for out-of-network  
22 medical services in a calendar year.  
23

24 Only those out-of-pocket expenses resulting from the applications of the  
25 co-insurance percentage (except outpatient mental health, outpatient  
26 alcohol/drug abuse, and non-emergency use of emergency room services)  
27 may be used to satisfy the calendar year co-insurance limit.  
28

29 The in-network and out-of-network deductibles and co-insurance limits  
30 cross apply between in-network and out-of-network.  
31

32 c) The plan design description contained in a) In-Network and b) Out-  
33 of-Network above applies to active employees and non-Medicare  
34 retirees.  
35

36 d) The plan design in b) Out-of-Network above applies to Medicare  
37 retirees and includes access to: 1) in-network and out-of-network retail  
38 and mail-order prescription drug benefits with co-pays not subject to the

1 annual co-insurance limit and 2) the National Program of Medical  
2 Excellence benefit.

3  
4 4) **COVERED MEDICAL SERVICES.** The summary description (2  
5 above) lists some of the medical services and supplies covered by the PPO  
6 indemnity health plan, but is not intended to be an exhaustive list of all  
7 services and supplies covered by the plan. The PPO indemnity health plan  
8 shall cover all medically necessary services and supplies which are not  
9 excluded by the plan, subject to the following:

10  
11 a) **Medical Necessity** shall mean: The definition of medical necessity  
12 as contained in the memorandum of understanding dated July 22, 2002.

13  
14 b) **General Exclusions.** The general exclusions as contained in the  
15 memorandum of understanding dated July 22, 2002, and effective  
16 November 1, 2005, any medication that is used for the treatment of  
17 erectile dysfunction or sexual dysfunction, and all subsequent negotiated  
18 amendments.

19  
20 c) **Applicable Policies.** All medical services and supplies covered by  
21 the PPO indemnity health plan shall be benefited in accordance with the  
22 standard policy and coverage decisions of the negotiated third party  
23 administrator (TPA).

24  
25 d) **The Negotiated Plan Document.**

26  
27 5) **SELF-FUNDING.** The PPO indemnity health plan shall be a self-  
28 funded health plan of the Milwaukee Board of School Directors. All state of  
29 Wisconsin mandated health insurance benefits as promulgated now or in the  
30 future by the Wisconsin Commissioner of Insurance which are applicable to a  
31 fully insured health insurance plan shall be included in the PPO indemnity  
32 health plan even if such mandated benefits apply to health insurance plans  
33 generally and exclude self-funded plans. The effective date of any benefit  
34 change will be the first date that the plan would be required, under present  
35 laws or regulations or as such laws or regulations may be enacted in the  
36 future, to implement the change had the plan been fully insured.

37  
38 6) **THIRD PARTY ADMINISTRATION.** Effective March 1, 2001, the  
39 Board's PPO indemnity health plan TPA shall be Aetna, Inc. Effective

1 November 1, 2005, the TPA for the pharmacy network for the PPO indemnity  
2 health plan shall be Medco Health Solutions, Inc. (Medco).

3  
4 a) The MTEA shall be provided with a copy of the administrative  
5 services contract between the Board and its TPA(s) as soon as they  
6 become available.

7  
8 b) The TPA(s) shall be solely responsible for establishing, revising, and  
9 administering local and national PPO and pharmacy networks.

10  
11 Effective November 1, 2002, and until at least October 31, 2007,  
12 Columbia St. Mary's, Inc., and Columbia St. Mary's Community  
13 Physicians and their affiliates (hereinafter CSM) shall be included in the  
14 Aetna Open Choice PPO network and be available to MTEA-represented  
15 employees/dependents on an in-network basis. After CSM is included in  
16 the Aetna Open Choice PPO network, this provision shall not be  
17 interpreted to prevent CSM or Aetna from terminating their agreement  
18 because of material changes occurring after November 1, 2002, by giving  
19 proper notice to the other party in accordance with the terms of their  
20 contract. Further, this provision shall not be interpreted to require the  
21 Board to make CSM available to employees/dependents on an in-  
22 network basis following such termination of the CSM/Aetna contract.

23  
24 c) The Board agrees to provide MTEA staff persons with unrestricted  
25 access to any employee/official of the TPA(s) (or its subsidiaries) or any  
26 other benefit administrator/vendor for the purpose of representing the  
27 interests of MTEA-represented employees/ dependents.

28  
29 d) After notice and discussion with the MTEA of the rationale for the  
30 need to rebid, the Board may rebid the TPA for the PPO indemnity health  
31 plan. Should the MTEA raise demonstrable and substantive performance  
32 deficiencies on the part of the TPA, the Board shall rebid the TPA. The  
33 Board shall not rebid or change the TPA(s) for this bargaining unit unless  
34 such rebid or change in the TPA is for all MTEA bargaining units. The  
35 change to any new TPA(s) shall apply to all MTEA bargaining units and  
36 have a uniform effective date. Any new TPA considered in the rebidding  
37 process must provide benefits that conform to all provisions of this  
38 contract and the negotiated plan document. The Board will provide the  
39 MTEA copies of proposed bid specifications for review and analysis for

1 conformance to plan benefits prior to bids being solicited. Upon  
2 conclusion of the rebidding process, the Board and the MTEA will meet  
3 to negotiate the selection of a new TPA.  
4

5 **7) PREFERRED PROVIDER OPTION (PPO) NETWORK**  
6

7 a) Effective March 1, 2001, the Aetna Open Choice PPO network shall  
8 be available to MTEA-represented employees/dependents locally and  
9 nationally.  
10

11 b) Participants in the PPO indemnity health plan shall continue to have  
12 the option to use any provider, whether in-network or out-of-network.  
13 Participants in the PPO indemnity health plan shall be provided with a  
14 booklet listing the doctors, hospitals, and other providers which belong to  
15 the PPO network. A current booklet shall also be provided to new health  
16 plan participants upon enrollment and once per year (during August) to  
17 all participants.  
18

19 c) Participants in the PPO indemnity health plan shall not be  
20 responsible for the precertification requirements when the  
21 attending/admitting physician is a member of the PPO network.  
22 Participants shall not be penalized if a network physician fails to  
23 precertify.  
24

25 d) Participants in the PPO indemnity health plan shall not be subject to  
26 the claim filing requirements when health care services are obtained from  
27 a provider who is a member of the PPO network. Claims for services and  
28 supplies from in-network and out-of-network providers must be  
29 submitted to the plan administrator within two (2) years from the date of  
30 service.  
31

32 e) Other than for deductible, co-insurance, and co-payments,  
33 participants in the PPO indemnity health plan shall not be responsible for  
34 paying a balance bill for covered services from an in-network provider,  
35 when the covered services were provided by an in-network provider.  
36

37 f) PPO indemnity health plan participants who are eligible for  
38 Medicare as their primary coverage are not required nor eligible to  
39 participate in the PPO network.

1  
2 8) **PHARMACY NETWORK.** The pharmacy management prescription  
3 drug program offered by the TPA, containing a Milwaukee and national  
4 network of pharmacies, shall be made available to all participants in the PPO  
5 indemnity health plan. Prescription medications obtained from pharmacies in  
6 the network shall be subject to a ten percent (10%) co-pay off the discounted  
7 amount payable to the network pharmacy at the time medications are  
8 received. The TPA is solely responsible for establishing, revising, and  
9 administering the pharmacy network. Participants in the PPO indemnity  
10 health plan shall be provided with a booklet listing the pharmacies which  
11 belong to the pharmacy network. The booklet shall also be provided to new  
12 plan participants upon enrollment and periodically to all participants as  
13 updates are prepared.  
14

15 Effective November 1, 2005, the TPA for the pharmacy network, including  
16 the administration of out-of-network pharmacy claims, shall be Medco.  
17

18 **Viagra and Similar Medications:**

- 19
- 20 a) Effective July 1, 2002, Viagra and similar medications shall be  
21 covered only through participating pharmacies of the Aetna pharmacy  
22 network in accordance with "Viagra endorsement" language to include  
23 all subsequent standard Viagra endorsement changes made by the TPA.  
24
  - 25 b) Effective July 1, 2002, Viagra and similar medications shall not be  
26 covered through the mail-order pharmacy program.  
27
  - 28 c) Effective November 1, 2005, Viagra and similar medications shall  
29 no longer be covered by the PPO indemnity health plan.  
30

31 **Appetite Suppressant Medications:**

- 32
- 33 a) Effective July 1, 2002, to November 1, 2005, appetite suppressant  
34 medications shall be covered only through participating pharmacies of  
35 the Aetna pharmacy network in accordance with "Aetna Pharmacy  
36 Coverage Policy: Antiobesity Agents" and shall require precertification.  
37
  - 38 b) Effective July 1, 2002, appetite suppressant medications shall not be  
39 covered through the mail-order pharmacy program.

1  
2 c) Effective November 1, 2005, appetite suppressant medications shall  
3 be covered only through participating pharmacies of the Medco  
4 pharmacy network and shall require precertification.  
5

6 Growth Hormone Medications:  
7

8 a) Effective July 1, 2002, to November 1, 2005, growth hormone  
9 medications shall only be covered through participating pharmacies of  
10 the Aetna pharmacy network in accordance with "Aetna Coverage  
11 Policy: Growth Hormone (GH and GHRH)" and shall require  
12 precertification.  
13

14 b) Effective July 1, 2002, growth hormone medications shall not be  
15 covered through the mail-order pharmacy program.  
16

17 c) Effective November 1, 2005, growth hormone medications shall be  
18 covered only through participating pharmacies of the Medco pharmacy  
19 network and shall require precertification.  
20

21 **9) MAIL-ORDER PHARMACY PROGRAM.** Effective November 1,  
22 2005, the mail-order prescription medication program offered through Medco  
23 shall be offered to MTEA-represented employees enrolled in the PPO  
24 indemnity health plan and shall require a ten dollar (\$10) generic and twenty  
25 dollar (\$20) brand name co-payment by employees/dependents for a ninety  
26 (90)-day supply of medication per prescription. Medication shipments shall  
27 continue to be provided at no cost to employees/dependents.  
28

29 If it is determined by the Board's consultant that a majority of the seventy-five  
30 (75) most utilized prescription medications are more expensive when obtained  
31 from the mail-order program than when obtained from the pharmacy  
32 management prescription drug program (8 above) and the MTEA's consultant  
33 concurs with this finding, the MTEA agrees to reopen negotiations on the  
34 mail-order pharmacy program, within ten (10) workdays of such concurrence,  
35 to explore and agree upon ways to control costs in this program.  
36

37 Dispute Resolution Procedure:  
38

1 a) Disputes between the Board's consultant and the MTEA's consultant  
2 as to whether the identified prescription medications are more expensive  
3 in the mail-order program shall, within ten (10) workdays after such  
4 dispute becomes known, be submitted to an arbitrator selected by the  
5 parties. If the arbitrator agrees with the Board's position, then within ten  
6 (10) workdays after the decision, the parties shall commence negotiations  
7 and attempt to reach agreement on mail-order program modifications.  
8

9 b) If the parties are unable to reach agreement within twenty (20)  
10 workdays after commencement of negotiations, the arbitrator shall be  
11 scheduled to conduct a hearing within thirty (30) days. The arbitrator  
12 shall select either the Board's offer or the MTEA's offer based upon its  
13 reasonableness.  
14

15 **10) COORDINATION OF BENEFITS (COB).** COB, as it applies to  
16 dependents of active employees (including employees on leave) and  
17 retirees/dependents not Medicare primary enrolled in the PPO indemnity  
18 health plan, shall be administered in accordance with Maintenance of Benefits  
19 (MOB) per transaction without a bank. The parties agree that inclusion of this  
20 provision is a specifically negotiated limited exception to Part III, Section  
21 B(1)(a)(5), of the contract.  
22

23 COB, as it applies to retirees/dependents who are covered by Medicare as  
24 primary and enrolled in the PPO indemnity health plan, shall be administered  
25 in accordance with COB one hundred percent (100%) without a bank. In  
26 implementing this provision, the Medicare primary retiree/ dependent shall be  
27 covered under the PPO indemnity health plan with access to any provider and  
28 with medical benefits provided on an out-of-network basis subject to the  
29 following modifications: 1) access to in-network and out-of-network retail  
30 and mail-order pharmacy services with co-pays not subject to the annual co-  
31 insurance limit and 2) the National Program of Medical Excellence benefit  
32 shall be included.  
33

34 **11) UTILIZATION MANAGEMENT.** The following utilization  
35 management provisions shall apply to administration of the PPO indemnity  
36 health plan. Only those utilization management procedures described in this  
37 contract shall apply to administration of the plan.  
38



1 a) **Precertification and Concurrent Review.** All non-emergency  
2 inpatient admissions (in-network and out-of-network) to a hospital,  
3 skilled nursing facility, or other treatment facility and services for home  
4 health care, hospice care, and private duty nursing care must be  
5 precertified and are subject to concurrent review by the TPA. The  
6 provider (usually the admitting/attending physician) is responsible for  
7 initiating precertification when the employee/dependent uses network  
8 providers. If the employee/dependent uses out-of-network providers, the  
9 employee/dependent must telephone the TPA (phone number on the  
10 identification card) in advance of the admission and provide the name  
11 and address of the treating physician and the name of the facility of  
12 admission.  
13

14 In the event of an emergency admission, an in-network provider/ facility  
15 is responsible for initiating concurrent review. However, when using an  
16 out-of-network provider/facility, the employee/dependent must contact  
17 the TPA within forty-eight (48) hours of an emergency admission  
18 (extended to seventy-two [72] hours if confinement begins on a Friday or  
19 Saturday) to initiate concurrent review. If the employee/dependent using  
20 an out-of-network provider/facility fails to comply with these  
21 requirements, a penalty of three hundred dollars (\$300) per occurrence  
22 shall apply.  
23

24 Employees/dependents who are enrolled in Medicare are not required to  
25 initiate precertification and are not subject to a penalty.  
26

27 b) Any and all utilization management procedures used by the TPA  
28 with network providers under standard administration of its PPO  
29 indemnity health plan (in effect March 1, 2001) may be utilized to  
30 administer the PPO indemnity health plan. The Board agrees to negotiate  
31 a provision in its administrative services contract with its TPA which  
32 requires the TPA to inform the Board and the MTEA of any changes in  
33 its standard utilization management procedures and which prohibits the  
34 TPA from making any changes which change benefits without approval  
35 of the Board.  
36

37 The Board further agrees not to make, nor to agree with the TPA to  
38 make, any changes in standard utilization management procedures which  
39 change benefits without the express written agreement of the MTEA.

1  
2 If the TPA makes changes in the utilization management procedures  
3 which change benefits without agreement of the MTEA, the Board shall  
4 rebid its TPA upon the request of the MTEA.  
5

6 **12) USUAL, CUSTOMARY, AND REASONABLE (UCR)**  
7 **ALLOWANCE.** The plan administrator shall process out-of-network claims  
8 at a UCR rate of the eighty-fifth percentile HIAA (INGENIX). A UCR  
9 cutback of less than ten dollars (\$10) shall be waived.  
10

11 **13) MEDICARE DIRECT.** As plan participants become eligible for  
12 Medicare, they shall be enrolled in the Medicare direct program to coincide  
13 with the effective date of their enrollment in Medicare.  
14

15 **14) CONVERSION POLICY.** The Board shall make available the TPA's  
16 standard conversion policy to eligible employees/dependents. A copy of the  
17 conversion policy and associated rates shall be provided to the MTEA.  
18

19 **15) RAPS AND OTHER PROVIDER COVERAGE.** When out-of-  
20 network radiology, anesthesiology, and pathology (RAPS) services are  
21 provided at an in-network facility (hospital or outpatient surgical facility),  
22 claims from these out-of-network providers shall be benefited after the  
23 deductible at ninety percent (90%) of the negotiated UCR allowance in  
24 accordance with Part III, Section B(1)(a)(12).  
25

26 When an employee/dependent receives medical services at an in-network  
27 facility (hospital or outpatient surgical facility) and the admitting or attending  
28 physician is an in-network physician and it is medically necessary to use the  
29 services of a consulting, assisting, or other physician and out-of-network  
30 physicians are used, claims from these out-of-network physicians shall be  
31 benefited after the deductible at ninety percent (90%) of the negotiated UCR  
32 allowance in accordance with Part III, Section B(1)(a)(12). The provisions of  
33 this paragraph shall not apply if it is determined that the out-of-network  
34 physician was selected at the request or direction of the employee/dependent.  
35 The TPA shall process claims in accordance with the provisions of this  
36 paragraph. Benefits paid under this paragraph shall be capped at one hundred  
37 thousand dollars (\$100,000) per fiscal year for 2002-2003, 2003-2004, and  
38 2004-2005. Commencing July 1, 2005, and until June 30, 2008, the MPS  
39 administration shall manually benefit claims in accordance with the provisions

1 of this paragraph as claims are presented by employees/dependents or union  
2 representatives. Benefits paid under this paragraph shall be capped at up to  
3 fifty thousand dollars (\$50,000) per fiscal year for 2005-2006 (twenty  
4 thousand dollars [\$20,000] plus up to an additional thirty thousand dollars  
5 [\$30,000] of carry-over from unexpended funds from the 2004-2005 fiscal  
6 year). Benefits paid under this paragraph shall be capped at twenty thousand  
7 dollars (\$20,000) per fiscal year for 2006-2007 and 2007-2008. The  
8 provisions of this paragraph shall sunset on June 30, 2008. As soon as  
9 practicable after July 22, 2002, representatives of the MPS administration, the  
10 TPA, and the MPS unions shall meet with representatives of provider  
11 networks to attempt to ensure that when employees/dependents use network  
12 hospitals and network admitting or attending physicians, that out-of-network  
13 consulting, assisting, and other physicians are not used unless specifically  
14 requested by employees/dependents.

15  
16 In addition, the standard policies of the TPA shall apply to RAPS and other  
17 provider claims, as appropriate, when not specifically addressed above.

18  
19 When an in-network physician provides office-based medical services, but  
20 uses out-of-network diagnostic or other provider services, the following shall  
21 apply:

22  
23 a) If notified of such a circumstance by the employee/dependent, the  
24 employer, the MTEA, or the TPA shall contact the network physician  
25 and remind him/her of the contractual obligation to use network  
26 providers.

27  
28 b) Where deemed appropriate and to the overall benefit of creating a  
29 seamless provider network, the TPA shall initiate steps to bring the out-  
30 of-network provider into the network.

31  
32 c) The TPA, the Board, and the MTEA shall use whatever means and  
33 take whatever steps are necessary to persuade the network physician and  
34 out-of-network provider to write off any deductible and co-insurance  
35 charge accruing to the employee/dependent.

36  
37 16) **DEPENDENT DAUGHTERS COVERED.** Dependent daughters of  
38 employees shall be covered for all prenatal and maternity benefits provided by

1 the plan. (See Section B(5)(b)(4) dependent eligibility for coverage for  
2 grandchildren.)  
3

4 **b. HEALTH MAINTENANCE ORGANIZATION (HMO)/EXCLUSIVE**  
5 **PROVIDER ORGANIZATION (EPO) OPTIONS.** As a voluntary option to  
6 the PPO indemnity health plan, employees may enroll in HMO coverage offered  
7 by CompcareBlue and UnitedHealthcare. Family Health Plan (FHP) shall not be  
8 available to MTEA-represented employees after March 1, 2001. Employees  
9 enrolled in FHP on November 1, 2000, will be required to select a new health plan  
10 during the 2000-2001 school year open enrollment period. CompcareBlue shall  
11 not be available to MTEA-represented employees effective November 1, 2002.  
12 Employees enrolled in CompcareBlue on September 1, 2002, will be required to  
13 select a new health plan during the September, 2002, open enrollment period. Any  
14 employee/dependent enrolled in CompcareBlue on September 1, 2002, who does  
15 not select a new health plan during the September open enrollment, shall be  
16 enrolled in UnitedHealthcare.  
17

18 1) The group master contracts which provide a detailed description of the  
19 benefits of the CompcareBlue and UnitedHealthcare HMO plans agreed upon  
20 by the parties to be in effect on and after March 1, 2001, are incorporated by  
21 reference into this contract and shall be enforceable through the grievance  
22 procedure (Part VII) and in accordance with Part III, Section B(2).  
23 Employees who enroll in one (1) of the HMO plans shall be provided with a  
24 detailed description of their plan by the HMO. The MTEA shall be provided  
25 with a copy of each group master contract after they are executed.  
26

27 The HMO plans offered to employees/retirees and dependents effective  
28 March 1, 2001, shall contain the following features:  
29

30 a) Each plan shall provide a standard high option level of benefits as  
31 modified by the parties (as indicated in the benefit summary dated  
32 October 19, 2000). Effective November 1, 2005, Choice EPO benefits  
33 shall be provided as noted in benefit highlights summary dated  
34 September 29, 2004. Effective November 1, 2005, Viagra and similar  
35 medications shall not be covered under the Choice EPO plan (retail and  
36 mail-order).  
37

38 b) The retail prescription medication co-pay shall be ten percent  
39 (10%) from a participating pharmacy for a thirty (30)-day supply.

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c) Effective November 1, 2005, the mail-order prescription medication program offered through the Choice EPO third party administrator shall be offered to MTEA-represented employees enrolled in the Choice EPO plan and shall require a ten dollar (\$10) generic and twenty dollar (\$20) brand name co-payment by employees/dependents for a ninety (90)-day supply of medication per prescription. Medication shipments shall continue to be provided at no cost to employees/dependents.

d) The mental health and alcohol/drug abuse benefits shall be provided at the state-mandated level as standardly provided by the HMO plans. Effective November 1, 2005, mental health and alcohol/drug abuse benefits shall be provided as follows:

|                     |  |                                       |
|---------------------|--|---------------------------------------|
| Mental Health       |  |                                       |
| Inpatient coverage  |  | 90% up to 45 days per calendar year   |
| Outpatient coverage |  | 90% up to 45 visits per calendar year |
| Alcohol/Drug Abuse  |  |                                       |
| Inpatient coverage  |  | 90% up to 45 days per calendar year   |
| Outpatient coverage |  | 90% up to 45 visits per calendar year |

Outpatient services do not apply to annual co-insurance limits and covered expenses for outpatient services will continue to be subject to co-insurance.

e) Effective November 1, 2005, once the annual (calendar year) co-insurance limit has been reached, all medical services received for the remainder of the calendar year are benefited at one hundred percent (100%) (except for: office visit, urgent care, emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room service; and penalty payments).

2) The number and identity of EPO/HMO's shall be the same for all bargaining units represented by the MTEA. If the parties agree in the future to offer more than one (1) EPO/HMO, the following procedures shall apply uniformly to all MTEA-represented units. The MTEA and the

1 Board will annually meet to agree upon which HMO's will be offered to  
2 bargaining unit employees. Only HMO's which offer experience, industry  
3 rating, class rating, or demographic rating will be considered. The rate  
4 selected will be the one most cost efficient. Each year the Board and the  
5 MTEA will review changes in coverage proposed by each HMO along with  
6 the rates. HMO's will be considered for exclusion if the demographic mix  
7 selecting an HMO would generate costs on the comprehensive  
8 indemnity/PPO plan less than the cost of the HMO premium or if the rate  
9 projected is more than five percent (5%) higher than the mean or median of  
10 other HMO rates, whichever is less, except if these rates could be  
11 explained by differing demographic concentration within an HMO. HMO's  
12 meeting the above criteria would continue to be offered unless there were  
13 demonstrable quality complaints against the HMO or if there were  
14 structural changes in the HMO's such as a change in IPA groups or if there  
15 are changes in benefits. If an HMO is not selected for continuation, the  
16 Board will provide assistance to employees in selecting another HMO  
17 offering the same IPA groups.  
18

19 3) Should the Board elect, commencing July 1, 2003, or on a subsequent  
20 July 1, UnitedHealthcare HMO shall be a self-funded EPO health plan of the  
21 Milwaukee Board of School Directors. All state of Wisconsin mandated  
22 health insurance benefits as promulgated now or in the future by the  
23 Wisconsin Commissioner of Insurance which are applicable to a fully insured  
24 health insurance plan shall be included in the UnitedHealthcare HMO plan  
25 even if such mandated benefits apply to health insurance plans generally and  
26 exclude self-funded plans. The effective date of any benefit change will be  
27 the first date that the plan would be required, under present laws or regulations  
28 or as such laws or regulations may be enacted in the future, to implement the  
29 change had the plan been fully insured.  
30

31 Effective November 1, 2005, the self-funded EPO health plan shall be  
32 converted to the Choice EPO (UnitedHealthcare). The Choice EPO health  
33 plan allows participants the freedom to see any physician or other health care  
34 professional from the network, including specialists, without a referral. With  
35 this plan, participants will receive the benefits as specified in the Summary  
36 Plan Description (SPD) when participants seek care from a network physician,  
37 facility, or other health care professional.  
38

1           2.    **DISPUTE RESOLUTION.** Individuals, who believe they have been improperly  
2 denied benefits under the provisions of the PPO indemnity health plan or an HMO/EPO  
3 plan, shall first utilize and exhaust the appeal procedures available under their health  
4 plan.

5  
6           If a claim denial is upheld in the plan appeal process, the individual may then file a  
7 grievance under the provisions of the contract except that where the denial is based on  
8 the proper application of medical necessity criteria and/or general plan exclusions, it  
9 shall not proceed to arbitration.

10  
11           The MTEA may file a grievance over any matter involving a claim denial or any other  
12 matter involving a violation of the contract including:

- 13  
14           a.    Matters impacting a group of bargaining unit members.  
15  
16           b.    Matters having a substantial impact on benefits provided under the plan.

17  
18           3.    **SEPTEMBER OPEN ENROLLMENT.** During September of each year, there  
19 shall be an annual open enrollment period in accordance with the long-standing past  
20 practice of the district with plan coverage effective November 1. The open enrollment  
21 period allows active employees to enter a health plan, add dependents, or change health  
22 plans without pre-existing condition limitations. The open enrollment period also  
23 allows retirees/surviving spouses to change health plans and retirees to add dependent  
24 children without pre-existing condition limitations.

25  
26           4.    **PREMIUM PAYMENT**

27  
28           a.    Except as provided in 4(b) below, the Milwaukee Board of School  
29 Directors shall pay the full premium cost (single or family), including vision,  
30 for eligible employee participation in the PPO indemnity health plan or one  
31 hundred percent (100%) of the premium for the HMO/EPO plan, whichever the  
32 employee chooses. Employees on unpaid leave, self-paid retirement, and  
33 COBRA extension shall pay the full premium (after tax) as determined by the  
34 district.

35  
36           b.    If the PPO indemnity health plan premium rate increase for either the  
37 active single or active family plan is more than seventeen percent (17%) above  
38 the previous fiscal year, the share paid by active employees enrolled in the PPO

1 indemnity health plan will become two and a half percent (2.5%) of the  
2 premium commencing November 1 of that fiscal year.  
3

4 **5. DEPENDENT ELIGIBILITY.** Dependent coverage shall be provided to  
5 employee spouses/dependents under the PPO indemnity health plan or the optional  
6 HMO/EPO plan in accordance with the following:  
7

8 a. Spouse — the person to whom the subscriber is legally married.  
9

10 b. Dependent Child — includes the following:  
11

12 1) Natural or adopted child of the subscriber.  
13

14 2) Stepchild — the natural or adopted child of the subscriber's spouse for  
15 whom the subscriber and/or spouse provides more than fifty percent (50%) of  
16 the child's support during a calendar year.  
17

18 3) Legal Ward — a child for whom the subscriber or current spouse is the  
19 legal guardian and for whom the subscriber and/or spouse provides more than  
20 fifty percent (50%) of the child's support during a calendar year.  
21

22 4) Grandchild — a child of the subscriber's dependent child for whom the  
23 subscriber and/or spouse provides more than fifty percent (50%) of the  
24 grandchild's support during a calendar year when the grandchild's parent is  
25 under age eighteen (18).  
26

27 c. Coverage Ceases  
28

29 1) Spouse — coverage ends at the end of the month in which the spouse is no  
30 longer legally married to the subscriber.  
31

32 2) Dependent Child  
33

34 a) Marriage — coverage ends at the end of the month in which the child  
35 marries.  
36

37 b) After the child attains age nineteen (19), coverage ends at the end of  
38 the month the subscriber and/or spouse last provided more than fifty  
39 percent (50%) of the child's support. If the child is the natural or adopted



1 child of the subscriber and the subscriber is divorced, the fifty percent  
2 (50%) support test includes support provided by the subscriber's ex-  
3 spouse.  
4

5 c) Age Twenty-Five (25) — coverage ends at the end of the month in  
6 which the child attains age twenty-five (25), regardless of support, unless  
7 prior to attaining age twenty-five (25), the child is and continues to be  
8 both incapable of self-sustaining employment by reason of mental or  
9 physical disability and chiefly dependent upon the subscriber and/or  
10 subscriber's spouse for support and maintenance, and provided, however,  
11 that proof of such incapacity and dependency must be furnished by the  
12 subscriber to the employee's health plan, at no expense to the employee's  
13 health plan, within thirty-one (31) calendar days of the child's attainment  
14 of age twenty-five (25), and subsequently, when and as often as the  
15 employee's health plan may reasonably require, but not more frequently  
16 than annually after the two (2)-year period following the child's  
17 attainment of age twenty-five (25).  
18

19 d) Grandchild —coverage ends at the end of the month when the  
20 grandchild's parent loses dependent status or the grandchild's parent turns  
21 age eighteen (18) or the subscriber and/or spouse no longer provide more  
22 than fifty percent (50%) of the grandchild's support.  
23

24 e) Loss of Legal Status —coverage ends at the end of the month in  
25 which the child no longer meets the definition of stepchild or legal ward.  
26 For example, a stepchild's parent is no longer legally married to the  
27 subscriber.  
28

29 f) Emancipation — coverage ends at the end of the month in which the  
30 child is legally emancipated, even if the emancipation occurs prior to the  
31 attainment of age nineteen (19).  
32

33 d. Addition of Dependent  
34

35 1) Adding a Dependent — to add a dependent, the MPS Division of Benefits  
36 and Insurance Services must be notified within thirty-one (31) calendar days  
37 of the event which allows a new person to be eligible for coverage. If  
38 notification is received within thirty-one (31) calendar days, dependent  
39 coverage shall be effective on the date of the qualifying event. Otherwise, the

1 new dependent may be added only during an open enrollment period.  
2 Examples of the above would be a marriage or return of a child to dependent  
3 status.  
4

5 2) Birth or Adoption of a Child — commencing on the date of birth or  
6 placement, the child will be covered during the first sixty (60) calendar days  
7 under his/her own name. For coverage beyond sixty (60) calendar days, the  
8 parent must file a new application with the MPS Division of Benefits and  
9 Insurance Services, adding the child, within sixty (60) calendar days of the  
10 date of birth or placement. Otherwise, the child may be added only during an  
11 open enrollment period.  
12

13 6. **SHARED SAVINGS.** Unless otherwise specified, savings from negotiated  
14 changes in the comprehensive indemnity/PPO plan and the HMO plans, effective  
15 March 1, 2001, and thereafter, shall be shared with employees in accordance with  
16 the provisions of this agreement, beginning with savings realized in FY 01/02, and  
17 thereafter, in accordance with the following:  
18

19 a. The amount of the savings from negotiated plan changes shall be jointly  
20 determined by the Board's consultant and the MTEA's consultant. Costs for  
21 consultant services shall be paid by each party respectively.  
22

23 b. In determining savings for FY 01/02, 02/03, and 03/04, the projected cost  
24 estimates for the basic/major medical plan with BC/BS administration, prepared  
25 by Milliman and Robertson (M&R) in its report dated October 25, 2000, shall  
26 be used to establish a baseline. Estimated and actual savings for each year shall  
27 be calculated from these baseline amounts.  
28

29 The consultants shall jointly determine the figures for the basic/major medical  
30 plan with BC/BS administration plan cost estimates for FY 04/05 and beyond.  
31

32 c. The estimated cost savings for the negotiated plan changes for FY 01/02,  
33 02/03, and 03/04 shall be those prepared by M&R in its report dated  
34 October 25, 2000.  
35

36 The Board and MTEA consultants shall jointly determine the estimated cost  
37 savings for FY 04/05 and beyond.  
38

1 d. The Board shall retain all savings equal to seventy-five percent (75%) of  
2 the annual estimated cost savings (as determined in c above) in FY 01/02 and  
3 fifty percent (50%) of the annual estimated cost savings in FY 02/03 and in  
4 subsequent fiscal years.

5  
6 e. No later than September 1 following each fiscal year, the consultants shall  
7 jointly determine the actual savings obtained from the negotiated health plan  
8 changes for the prior fiscal year (July 1 to June 30). If there are actual health  
9 plan savings in excess of the amount retained by the Board in a fiscal year, the  
10 additional savings up to an amount equal to that retained by the Board shall be  
11 distributed equally to all employees (limited to one share per family) enrolled in  
12 the comprehensive indemnity/PPO plan and in the HMO plans. Employee  
13 shared savings shall be contributed into a 403b Tax Deferred Annuity or into a  
14 125 Flexible Spending Account or a 129 Dependent Care Account as elected by  
15 each employee on an annual basis.

16  
17 Savings beyond these amounts shall accrue to the Milwaukee Board of School  
18 Directors and be distributed to all employees (in accordance with Section e  
19 above) on an equal basis.

20  
21 f. Only employees enrolled in a health plan for eight (8) months or more  
22 during a fiscal year shall be eligible for the shared savings contribution for that  
23 fiscal year.

24  
25 g. Shared savings contributions to a 403b Tax Deferred Annuity shall be  
26 made on a twenty (20)-paycheck basis during the school year commencing on  
27 the first pay date in January following the end of the fiscal year in which the  
28 shared savings were earned. Shared savings contributions to a 125 or 129  
29 account shall be made as a lump sum contribution on the first pay date in  
30 January following the end of the fiscal year in which the shared savings were  
31 earned.

32  
33 h. Any disputes arising between the consultants which affect the amount  
34 employees receive as shared savings under this provision shall be subject to the  
35 grievance procedure commencing at the third step.

36  
37 Shared savings language shall sunset effective July 1, 2004.

38  
39 7. The Board shall pay its portion of the premium as outlined in Part III, Section B(4),  
40 Premium Payment, single or family coverage of regularly employed personnel. Family

1 coverage shall continue to be provided to single persons who become married or who  
2 become parents without any waiting period or pre-existing condition limitations,  
3 provided the single person submits a family coverage application form within thirty-one  
4 (31) calendar days of the marriage date, sixty (60) calendar days of the birthdate or  
5 adoption date. If application is made in this fashion, the family coverage shall begin on  
6 the date of the marriage, birth, or adoption.  
7

8 8. Effective November 1, 2005, medical and dental coverage for a new or returning  
9 employee begins on the first day of the month following one (1) month of employment,  
10 provided the employee applies for coverage within thirty-one (31) days of hire or return  
11 to work.  
12

13 Applications received later than thirty-one (31) days after the first day of employment  
14 shall not be accepted, and the employee may become covered by applying during the  
15 next open enrollment period.  
16

17 An employee who wishes health coverage to become effective on the first day of  
18 employment may have such coverage by paying to the Board a sum equivalent to one  
19 (1) month's premium, along with an approved application, within fifteen (15) days of  
20 employment.  
21

22 New teachers who were MPS employees in another capacity and who were covered by  
23 a health and/or dental plan on a Board provided basis immediately prior to becoming  
24 employed as teachers shall have no break in coverage.  
25

26 Teachers who were employed through the end of their regularly scheduled school year  
27 and who return within the first ten (10) paid days of the next school year shall have no  
28 break in coverage.  
29

30 Effective November 1, 2005, medical and dental coverage for the employee and all  
31 dependents ceases on the last day of the month following the month in which the  
32 employee becomes ineligible due to non-payment of premiums, termination, retirement,  
33 unpaid leave of absence, or reduction in hours. However, for employees who lose  
34 eligibility at the end of the school year, medical and dental coverage ceases on  
35 August 31 following the loss of eligibility. Nothing in this paragraph is intended to  
36 modify the dental eligibility criteria outlined in Part III, Section B(20)(d).  
37

1 An employee on a paid leave of absence will continue to be covered if they make any  
2 required employee contributions. An employee on an unpaid leave of absence may  
3 continue coverage by paying the full cost of coverage.  
4

5 Whenever "paid days" is used in this section, it shall mean regularly scheduled  
6 workdays and paid holidays of the particular employee.  
7

8 9. Employees shall not be entitled to duplicate coverage under any other group health  
9 insurance plan offered by the Board.  
10

11 10. Employees shall not receive duplicate coverage under the present policy and under  
12 Medicare.  
13

14 11. Where both husband and wife, or other members of the family are employed by the  
15 Board, the Board shall only pay its portion of the premium for one (1) family coverage  
16 or two (2) single plans.  
17

18 12. If two (2) teachers are employed by the Board and one (1) is the subscriber for  
19 family health plan coverage, but due to a leave or resignation or retirement the  
20 dependent spouse wishes to become a subscriber, he/she shall be allowed to assume the  
21 family coverage without the need for a health statement or being subject to any waiting  
22 period.  
23

24 13. The Board will provide family or single health plan coverage and pay the full  
25 premium for the surviving spouse of an employee who dies in active service with at  
26 least fifteen (15) years of service until the surviving spouse remarries. After the  
27 attainment of age sixty (60), the surviving spouse shall be covered in the same manner  
28 as a surviving spouse of an employee who retired that year.  
29

30 14. **RETIREE HEALTH.** Employees retiring, who have been employed for fifteen  
31 (15) years by the Board and who are either at least fifty-five (55) years of age or qualify  
32 for a disability pension, shall be allowed to continue in the health plan of their choice on  
33 a self-paid basis.  
34

35 If the employees described above have seventy percent (70%) or more of the maximum  
36 allowable full-day accumulation of sick leave, they shall be allowed to continue in the  
37 PPO indemnity health plan or the HMO/EPO plan with the Board paying its share of the  
38 premium at the rate in existence for the PPO indemnity health plan at the time of  
39 retirement.

1  
2 Board-paid contribution is the Board contribution in effect at time of retirement for the  
3 PPO indemnity health plan.  
4

5 Those employees retiring at the end of their regularly scheduled work year shall be  
6 allowed to continue in the PPO indemnity health plan or the HMO/EPO plan with the  
7 Board paying its share of the full premium at the rate in existence for the PPO  
8 indemnity health plan on either June 30 or July 1, whichever is higher, provided such  
9 employee has submitted his/her written resignation on or before April 1.

10  
11 All half-day balances will be converted into full-day equivalents in making the seventy  
12 percent (70%) determination. In the event of the death of such retired employee, the  
13 spouse of such employee, at the time of retirement, shall be allowed to continue in a  
14 single plan of his/her choice with the Board paying its share of the full premium at the  
15 single rate for the PPO indemnity health plan in existence at the time of the deceased  
16 retiree's retirement. If such retired employee did not have the required accumulation of  
17 sick leave, at the death of the employee, the spouse shall be allowed to continue in a  
18 single health plan of his/her choice on a self-paid basis. Such surviving spouse shall not  
19 be eligible for coverage if otherwise covered because he/she remarries or is employed  
20 and is covered by another group health insurance plan or HMO/EPO.  
21

22 Those employees who retire prior to age sixty-five (65) shall have their health plan  
23 premiums paid to the extent that such premiums do not exceed the amount of the  
24 Board's portion of the group rate paid for the employee enrolled in the PPO indemnity  
25 health plan (as applicable) at the time of retirement. When the retiree attains age  
26 sixty-five (65), he/she shall receive the Medicare Carveout Plan with the premium paid  
27 by the Board and the Medicare "B" premium paid to the employee by the Board,  
28 provided that such total payment shall not exceed the total amount paid for the Board's  
29 portion of the premium for group coverage for the PPO indemnity health plan (as  
30 applicable) at the time of retirement.  
31

32 Those employees who retire after the attainment of age sixty-five (65) shall have their  
33 health plan premium paid and Medicare "B" paid to the employee by the Board to the  
34 extent that such payment does not exceed the amount of the Board's portion of the group  
35 rate for the PPO indemnity health plan (as applicable) at the time of such retirement.  
36

37 In unusual circumstances, adjustments to the seventy percent (70%) requirement may be  
38 recommended by the superintendent.  
39

1 Retired employees/spouses who elected not to enroll in social security and who,  
2 therefore, are not eligible for Medicare "A" coverage shall be provided with  
3 hospitalization coverage and Medicare "B" coordination coverage under the PPO  
4 indemnity health plan (as applicable) with access to any provider and with medical  
5 benefits provided on an out-of-network basis, subject to the following modifications: 1)  
6 access to the National Program of Medical Excellence benefit and 2) access to in-  
7 network and out-of-network retail and mail-order prescription drug benefits with co-  
8 pays not subject to the annual co-insurance limit.

9  
10 15. Retirees/dependents not Medicare primary who enroll in the PPO indemnity health  
11 plan (as applicable) and whose permanent residence is located in a service area of any  
12 of the national PPO networks offered by the TPA shall be in the active employee group  
13 and shall have access to in-network and out-of-network providers and benefits on the  
14 same basis as active employees. Effective November 1, 2005, this paragraph is  
15 eliminated.

16  
17 Retirees/dependents not Medicare primary who enroll in the PPO indemnity health plan  
18 and whose permanent residence is not located in a service area of any of the national  
19 PPO networks shall be covered under the PPO indemnity health plan with access to any  
20 provider and with medical benefits provided on an out-of-network basis subject to the  
21 following modifications: 1) a calendar year deductible of one hundred dollars (\$100)  
22 individual/three hundred dollars (\$300) family and a calendar year co-insurance limit of  
23 two hundred fifty dollars (\$250) individual/five hundred dollars (\$500) family (a  
24 combined total of three hundred fifty dollars [\$350] per individual or eight hundred  
25 dollars [\$800] per family per calendar year); 2) access to in-network and out-of-network  
26 retail and mail-order prescription drug benefits with co-pays not subject to the annual  
27 co-insurance limit; 3) non-emergency use of emergency room services and penalty  
28 amounts not be subject to the annual co-insurance limit; 4) both inpatient and outpatient  
29 mental health and alcohol/drug abuse services provided at up to one hundred twenty  
30 (120) days/visits per calendar year; 5) the annual co-insurance limit shall apply to all  
31 covered medical services and supplies, including inpatient and outpatient mental health  
32 and alcohol/drug abuse services; and 6) the National Program of Medical Excellence  
33 benefit shall be included. This group of retirees/dependents may elect to enroll in the  
34 active employee group with access to in-network and out-of-network providers and  
35 benefits on the same basis as active employees. Such election may be made only during  
36 the annual September open enrollment with new coverage effective November 1.  
37 Effective November 1, 2005, this paragraph is eliminated.

1 16. In the event an employee retires on duty-incurred disability pension, the Board will  
2 continue to pay his/her group health plan coverage for a period of five (5) years after  
3 his/her worker's compensation settlement; thereafter, such retired employee shall be  
4 allowed to continue in the health plan group on a self-paid basis. The definition of  
5 duty-incurred disability shall be that applied to classified employees.  
6

7 17. Any employee, who elects not to enroll in or to drop the PPO indemnity health or  
8 EPO plan or any negotiated HMO plan by virtue of being covered by another  
9 employer's health plan, shall receive a payment of five hundred dollars (\$500) per year  
10 prorated on a ten (10)-month basis. If the employee's coverage under the other  
11 employer's health plan is canceled, or there is an increase in the amount of premium  
12 which must be paid by the employee or his/her spouse under the other health plan, or  
13 there is a reduction in the level of benefits provided by the other health plan, the  
14 employee may enroll in the PPO indemnity health or EPO plan, or any negotiated HMO  
15 plan, single or family as appropriate, on an open enrollment basis, provided an  
16 application for health coverage is received by the Division of Benefits and Insurance  
17 Services within thirty-one (31) calendar days after such event occurs. Such coverage  
18 shall be retroactive to the date such event occurred. Voluntary cancellation of coverage  
19 by the other employer's subscriber while continuing to be actively employed by that  
20 employer does not constitute cancellation of other insurance. These employees shall  
21 retain the right to re-enroll in the PPO indemnity health or EPO plan or any negotiated  
22 HMO plan during the annual September open enrollment period. Employees should be  
23 aware that in order to be eligible to receive MPS health coverage during retirement, in  
24 accordance with paragraph 14 above, they must be enrolled in an MPS health plan at the  
25 time of retirement.  
26

27 18. If any audit of an insurance carrier requires a covered employee or his/her  
28 dependents to execute a waiver of confidentiality to examine individual claims  
29 documents for auditing purposes only, such waiver of confidentiality is voluntary. The  
30 Board and the MTEA will agree upon those aspects of the audit design which relate to  
31 confidentiality. The Board will provide the MTEA with a list of all employees  
32 identified to be audited.  
33

34 19. **VISION CARE.** The Board shall continue to pay the full premium, single or  
35 family as appropriate, for participation in the vision plan described below:  
36

37 Participants may only obtain plan benefits from providers, including ophthalmologists,  
38 listed in the "Directory of Participating Vision Care Providers."  
39



1       The vision plan shall be provided on the same basis to all active employees (including  
2       employees on leave) enrolled in the PPO indemnity health plan and to all employees  
3       (including employees on leave) and retirees enrolled in any of the HMO/EPO options  
4       offered by the Board.  
5

1 The vision plan administrator shall be National Vision Administrators.

| 2  | 3 <b>Benefits</b>                                            | 4 <b>Frequency</b>                                                  | 5 <b>Covered Amount</b>                                                                                     |
|----|--------------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 6  | 7 Exam                                                       | 8 Once every 12 months                                              | 9 Paid in full                                                                                              |
| 10 | 11 Frames                                                    | 12 Once every 12 months                                             | 13 Effective 3/01/01 - \$35<br>14 acquisition cost<br>15 (approx. \$82 frames at<br>16 no cost to employee) |
| 17 | 18 Standard Lenses<br>19 (glass or plastic)                  | 20 One pair every 12<br>21 months                                   | 22 Paid in full                                                                                             |
| 23 | 24 Type:                                                     |                                                                     |                                                                                                             |
| 25 | 26 a. Single focus                                           |                                                                     |                                                                                                             |
| 27 | 28 b. Bifocal                                                |                                                                     |                                                                                                             |
| 29 | 30 c. Trifocal                                               |                                                                     |                                                                                                             |
| 31 | 32 d. Lenticular                                             |                                                                     |                                                                                                             |
| 33 | 34 Tints (Solid, any color)                                  |                                                                     | 35 Paid in full                                                                                             |
| 36 | 37 Dispensing<br>38 (Professional<br>39 Service)             | 40 Once every 12 months                                             | 41 Paid in full                                                                                             |
| 42 | 43 Contact Lenses<br>44 (in lieu of frames<br>45 and lenses) | 46 - One pair every 12<br>47 months<br>48 - Disposables up to \$100 | 49 \$100                                                                                                    |

20. **DENTAL INSURANCE:**

31 a. The Board shall provide dental benefits for bargaining unit employees comparable to the following schedule of benefits.

32 b. Indemnity Plan. The Board shall pay 93.9 percent of the premium for employees with a family dental plan and 97.4 percent of the premium for employees for the single dental plan.

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**SCHEDULE OF DENTAL BENEFITS**

|    |                                                                          |              |
|----|--------------------------------------------------------------------------|--------------|
| 1  |                                                                          |              |
| 2  |                                                                          |              |
| 3  | Maximum per participant                                                  |              |
| 4  | Per calendar year .....                                                  | \$1,500      |
| 5  |                                                                          |              |
| 6  | Deductible .....                                                         | \$25         |
| 7  |                                                                          |              |
| 8  | Maximum number of deductibles per family per calendar year .....         | 3            |
| 9  |                                                                          |              |
| 10 |                                                                          | Co-Insurance |
| 11 |                                                                          | %            |
| 12 | *Diagnostic                                                              |              |
| 13 | Diagnostic x-rays .....                                                  | 80%          |
| 14 | Oral examinations .....                                                  | 80%          |
| 15 | *Preventive .....                                                        | 80%          |
| 16 | Ancillary                                                                |              |
| 17 | Anesthesia and injections .....                                          | 80%          |
| 18 | Emergency palliative treatment and denture repairs/<br>adjustments ..... | 80%          |
| 19 |                                                                          |              |
| 20 | Restorations                                                             |              |
| 21 | Direct fillings (regular) .....                                          | 80%          |
| 22 | Indirect fillings (cast restorations) .....                              | 80%          |
| 23 | Oral Surgery .....                                                       | 80%          |
| 24 | Endodontics .....                                                        | 80%          |
| 25 | Periodontics .....                                                       | 80%          |
| 26 | Prosthodontics .....                                                     | 50%          |
| 27 | Orthodontics (separate maximum) to age 19 .....                          | 50%          |
| 28 | The lifetime maximum for orthodontia shall be                            |              |
| 29 | increased to one thousand five hundred dollars (\$1,500).                |              |

\*Deductible does not apply to diagnostic or preventive services.

c. Prepaid Plan. The Board shall pay ninety-five percent (95%) of the premium for both family and single plans of the prepaid group dental insurance. The Board and the MTEA shall meet to negotiate carriers. Each year prior to the renewal, the Board and the MTEA shall meet to review the carriers. A change in rate of more than ten percent (10%) shall result in consideration of exclusion of the carriers.

1 d. Dependent Eligibility. Effective November 1, 2005, dependent coverage shall  
2 be provided to employee spouses/dependents under the indemnity and prepaid  
3 dental plans in accordance with the following:  
4

5 1) Spouse — the person to whom the subscriber is legally married under  
6 Wisconsin law.  
7

8 2) Dependent Child — includes the following:  
9

10 a) Natural or adopted child of the subscriber.  
11

12 b) Stepchild — the natural or adopted child of the subscriber's spouse for  
13 whom the subscriber and/or spouse provides more than fifty percent  
14 (50%) of the child's support during a calendar year.  
15

16 c) Legal Ward — a child for whom the subscriber or current spouse is  
17 the legal guardian and for whom the subscriber and/or spouse provides  
18 more than fifty percent (50%) of the child's support during a calendar  
19 year.  
20

21 d) Grandchild — a child of the subscriber's dependent child for whom  
22 the subscriber and/or spouse provides more than fifty percent (50%) of  
23 the grandchild's support during a calendar year when the grandchild's  
24 parent is under age eighteen (18).  
25

26 3) Coverage Ceases  
27

28 a) Spouse — coverage ends at the end of the month in which the spouse  
29 is no longer legally married to the subscriber.  
30

31 b) Dependent Child  
32

33 (1) Marriage — coverage ends at the end of the month in which the  
34 child marries.  
35

36 (2) After the child attains age nineteen (19), coverage ends at the  
37 end of the month in which the subscriber and/or spouse last provided  
38 more than fifty percent (50%) of the child's support. If the child is  
39 the natural or adopted child of the subscriber and the subscriber is

1 divorced, the fifty percent (50%) support test includes support  
2 provided by the subscriber's ex-spouse.

3  
4 (3) Age Twenty-Five (25)—coverage ends at the end of the month  
5 in which the child attains age twenty-five (25), regardless of support.  
6

7 (4) Grandchild —coverage ends at the end of the month when the  
8 grandchild's parent loses dependent status or the grandchild's parent  
9 turns age eighteen (18) or the subscriber and/or spouse no longer  
10 provide more than fifty percent (50%) of the grandchild's support.  
11

12 (5) Loss of Legal Status — coverage ends at the end of the month in  
13 which the child no longer meets the definition of stepchild or legal  
14 ward. For example, a stepchild's parent is no longer legally married  
15 to the subscriber.  
16

17 (6) Emancipation — coverage ends at the end of the month in which  
18 the child is legally emancipated, even if the emancipation occurs  
19 prior to the attainment of age nineteen (19).  
20

#### 21 4) Addition of Dependent 22

23 a) Adding a Dependent — to add a dependent, the MPS Division of  
24 Benefits and Insurance Services must be notified within thirty-one (31)  
25 calendar days of the event which allows a new person to be eligible for  
26 coverage. If notification is received within thirty-one (31) calendar days,  
27 dependent coverage shall be effective on the date of the qualifying event.  
28 Otherwise, the new dependent may be added only during an open  
29 enrollment period. Examples of the above would be a marriage or return  
30 of a child to dependent status.  
31

32 b) Birth or Adoption of a Child — commencing on the date of birth or  
33 placement, the child will be covered during the first sixty (60) calendar  
34 days under his/her own name. For coverage beyond sixty (60) calendar  
35 days, the parent must file a new application with the MPS Division of  
36 Benefits and Insurance Services, adding the child, within sixty (60)  
37 calendar days of the date of birth or placement. Otherwise, the child may  
38 be added only during an open enrollment period.

1  
2 **21. HEALTH/VISION AND DENTAL COVERAGE POLICY**

3 a. Whenever "paid days" is used in this section, it shall mean regularly  
4 scheduled workdays and paid holidays of the particular employee.

5  
6 b. New employees and employees re-enrolling in a health/vision plan and dental  
7 plan, at work prior to September 16 of a school year, who submit an application  
8 during the September open enrollment period, shall be provided health/vision plan  
9 and dental plan coverage effective November 1.

10  
11 c. New employees (including twelve [12]-month employees) hired at any time  
12 other than at the beginning of the school year and who submit an application on or  
13 before the thirty-first day of employment shall be provided health/vision plan and  
14 dental plan coverage effective on the first day of the second month following the  
15 date of employment. Late applicants (application received after the thirty-first day  
16 of employment, but prior to sixty [60] calendar days following employment) shall  
17 be provided health/vision plan and dental plan coverage effective on the first day  
18 of the third month following the first month of employment. Applications received  
19 later than sixty (60) calendar days after the first day of employment shall not be  
20 accepted and the employee must apply during the next September open enrollment  
21 period in order to receive health/vision plan and dental plan coverage.

22  
23 d. All employees on the payroll one-half or more of the paid days in a month  
24 (September through June) shall receive health/vision plan and dental plan coverage  
25 for the second month following such month (November through August).

26  
27 e. An employee on the payroll for one-half or more of the paid days in June and  
28 returning to the payroll within the first ten (10) paid days in September shall  
29 receive Board-paid health/vision plan and dental plan coverage through September  
30 and October.

31  
32 f. Effective November 1, 2005, the entirety of Section 21 shall expire.

33  
34 22. Commencing on July 22, 2002, MTEA shall be informed in advance of any change  
35 in any benefit of any health or dental plan contained in this collective bargaining  
36 agreement. In addition, MTEA shall be provided with a copy of any communication or  
37 any directive to a TPA or vendor which changes any benefit of any health or dental plan  
38 contained in this collective bargaining agreement. Should an arbitrator determine that

1 this agreement has been violated, the Board shall pay the full cost of arbitrating each  
2 dispute, including reasonable attorney's fees incurred in enforcing this provision.  
3

4 **23. HEALTH AND PRODUCTIVITY MANAGEMENT.** A health and  
5 productivity management (H&PM) program shall be established to promote the  
6 health and well-being of MPS employees, retirees, and their family members. The  
7 program shall contain the following components: annual health risk assessment  
8 (HRA), benefit communications, medical self-care, consumer health education,  
9 injury prevention, advanced directives, preventive medical benefits, voluntary  
10 targeted at-risk intervention, voluntary high-risk intervention, voluntary disease  
11 management, voluntary condition management, wellness incentives, and other  
12 components developed by the Joint Health and Productivity Management  
13 Committee.  
14

15 The MPS H&PM program shall be planned and implemented as follows:  
16

17 a. MPS shall retain a consultant to assist in developing a plan for a  
18 comprehensive, well-integrated H&PM program for MPS and to assist in  
19 making program adjustments.  
20

21 b. A Joint Health and Productivity Management Committee shall be  
22 established, comprised of nine (9) representatives, one-third of whom are  
23 designated by the superintendent, one-third by the MTEA, and one-third by  
24 other MPS unions to work with the consultant to design the MPS H&PM  
25 program and to provide ongoing oversight of the program. Committee meetings  
26 shall be jointly scheduled. Whenever possible, decisions shall be made by  
27 consensus among members present. If consensus is not reached, decisions shall  
28 require a majority vote of members present. MPS shall provide technical  
29 assistance and data required to develop the program.  
30

31 c. The Board shall develop a request for proposal (RFP) and solicit bids from  
32 among third party vendors qualified to implement the MPS H&PM program.  
33 Vendors to be considered shall include, but not limited to, Gordian Health  
34 Solutions, Inc.; Health Trac, Inc.; and Stay Well, Inc. Upon conclusion of the  
35 bidding process, the Board and the MTEA shall meet to negotiate the selection  
36 of an H&PM vendor giving due consideration to MBSD Board policies in this  
37 area.  
38



1 d. Language on the implementation and design of the H&PM program -  
2 specifically the May 8, 2007, MOU on H&PM - shall be included in the 2007-  
3 2009 MBSD/MTEA teacher contract.  
4

### 5 **C. LIFE INSURANCE**

6  
7 The Board shall continue in effect its present policy of providing group life insurance for  
8 employees in an amount of coverage equal to annual earnings to the next even thousand  
9 dollars subject to the following:

10  
11 1. Effective September 1, 1993, the Board shall pay in full the premium on the first  
12 fifty thousand dollars (\$50,000) of coverage. The employee shall pay the remainder of  
13 the premium.  
14

15 2. The Board shall continue in effect, as at present, the life insurance provisions for  
16 enrolled employees with thirty (30) years of service who take an immediate annuity  
17 before the age of sixty-five (65). In addition, the Board agrees that enrolled employees  
18 who take an immediate annuity at age fifty-five (55) or after with fifteen (15) years or  
19 more of service may retain full life insurance coverage by paying the full premium for  
20 such coverage until age sixty-five (65).  
21

22 3. At attainment of age sixty-five (65) and thereafter, life insurance, as specified  
23 below, is provided without cost to enrolled retired employees. On March 1, following  
24 the sixty-fifth birthday, life insurance coverage is reduced to seventy-five percent (75%)  
25 of original coverage; on March 1, following the sixty-sixth birthday, it is reduced to  
26 fifty percent (50%) of coverage; and on March 1, following the sixty-seventh birthday  
27 and thereafter, coverage is reduced to twenty-five percent (25%) of original and remains  
28 at that amount.  
29

30 4. At attainment of age sixty-five (65) and thereafter, life insurance as specified  
31 below is provided without cost to enrolled active employees. On March 1, following  
32 the sixty-fifth birthday, life insurance coverage is reduced to ninety-two percent (92%)  
33 of coverage in force prior to age sixty-five (65); on March 1, following the sixty-sixth  
34 birthday, it is reduced to eighty-four percent (84%) of coverage in force prior to age  
35 sixty-five (65); on March 1, following the sixty-seventh birthday, it is reduced to  
36 seventy-six percent (76%) of coverage in force prior to age sixty-five (65); on March 1,  
37 following the sixty-eighth birthday, it is reduced to sixty-eight percent (68%) of  
38 coverage in force prior to age sixty-five (65); on March 1, following the sixty-ninth  
39 birthday, it is reduced to sixty percent (60%) of coverage in force prior to age sixty-five

1 (65); and on March 1, following the seventieth birthday and thereafter, coverage is  
2 reduced to twenty-five percent (25%) of coverage in force prior to age sixty-five (65)  
3 and remains at that amount.  
4

5 **D. INSURANCE DEDUCTIONS AND CREDIT UNION DEDUCTIONS**  
6

7 **1. DEDUCTIONS OF MTEA-SPONSORED INSURANCE PLANS.** The Board  
8 shall provide voluntary payroll deductions for MTEA-sponsored insurance plans to all  
9 members of the bargaining unit. The MTEA shall be provided with voluntary payroll  
10 deductions for a maximum of five (5) MTEA-sponsored insurance plans in addition to  
11 the voluntary payroll deduction opportunities which teachers had during the 1973-74  
12 contract and credit union deduction. The following provisions shall apply to the  
13 implementation and maintenance of all MTEA-sponsored voluntary payroll insurance  
14 plans.  
15

16 a. The administration shall provide two (2) copies of a separate payroll  
17 deduction report for each plan which shall be arranged alphabetically. These  
18 printouts shall show the scheduled deduction amount and actual amount taken for  
19 each individual and the total scheduled deduction and the total actual deduction  
20 amount for each insurance plan. They shall be provided to the MTEA within five  
21 (5) workdays after the pay date and shall be accompanied by a remittance for the  
22 amount of each category of each payroll deduction plan.  
23

24 b. The administration shall provide the MTEA deduction authorization cards for  
25 such plans after printing the necessary information on the cards.  
26

27 c. Deductions for MTEA-sponsored insurance plans shall be made on twenty  
28 (20) biweekly paychecks per school year on the same schedule as the MTEA dues  
29 deductions are made. Each deduction will be the same amount unless a new  
30 authorization card is submitted specifying a new amount to be deducted. Any  
31 reconciliation and corrections in amounts to be deducted, based on information  
32 improperly written or coded by the employee, the MTEA, or the insurance carrier  
33 shall be made by the MTEA and/or the MTEA's insurance carrier.  
34

35 d. An audit list of participants arranged alphabetically by bargaining units  
36 showing the status in each plan and current activity shall be provided to the MTEA  
37 each November and each May in the Board's standard payroll system format.  
38

1 e. Insurance plan deductions will begin on the biweekly payroll check following  
2 the submission of a dues authorization card to central services. The administration  
3 will continue to process cards within six (6) workdays prior to the payroll check  
4 date. Under certain circumstances, more time may be required--up to ten (10)  
5 workdays.

6  
7 f. The MTEA and appropriate Board personnel shall cooperatively plan the  
8 implementation of each deduction plan to provide sufficient lead time for the  
9 establishment of the programming system needed for the plan.

10  
11 2. **CREDIT UNION DEDUCTIONS.** The Board agrees to deduct for the  
12 Milwaukee Metropolitan Credit Union and/or Educators Credit Union of the employee's  
13 choice, upon receipt of the proper authorization card, the amount as stated on the  
14 authorization card from the payroll check of any teacher. Such deduction will  
15 commence or terminate on the biweekly payroll check following the submission of a  
16 credit union authorization or revocation card to central services. The administration  
17 will continue to process cards within six (6) workdays prior to the payroll check date.  
18 Under certain circumstances, more time may be required--up to ten (10) workdays.

19  
20 3. **INFORMATION PROCESSING.** The information processing schedules,  
21 methods of deductions, and initiation of the plan are totally dependent on appropriate  
22 programming being completed.

23  
24 4. **BILLING.** The MTEA will be billed the actual costs of processing deductions for  
25 its insurance plans, unless the company administering the plan agrees to be responsible  
26 for any costs for processing the deductions.

27  
28 **E. PAYMENT OF SALARIES, TWELVE (12)-MONTH PAY PLAN, AND**  
29 **PAYROLL ADJUSTMENTS**

30  
31 1. **PAYMENT OF SALARIES**

32  
33 a. **FREQUENCY AND NUMBER OF DAYS.** Teachers on the "regular  
34 teacher calendar" shall receive biweekly payroll checks as follows:

35  
36 1) The first check shall be a nine (9)-day payment providing the employee  
37 has worked at least nine (9) days.

38  
39 2) The next payroll checks shall be nine (9)-day paychecks.

1  
2 3) The last paycheck shall be for the remaining number of days worked in  
3 the contract year.  
4

5 For teachers working on a calendar other than the regular teacher calendar, the first  
6 paycheck of the school year will be for the number of days scheduled prior to the  
7 first teacher working date provided that the employee has worked or is eligible for  
8 payment on these days. The next payroll checks shall be nine (9)-day paychecks.  
9 The last paycheck shall be for the remaining number of days worked in the  
10 contract year.  
11

12 Additional time above the teacher's normal work calendar is to be reported at the  
13 end of the payroll period during which it is worked. Payment for this additional  
14 time will be made on the normal biweekly payday following the period in which  
15 the additional time is reported.  
16

17 **b. AUTHORIZED PAYROLL DEDUCTIONS.** All payroll checks issued  
18 during the school year will have deductions for U.S. Savings Bonds, Twelve  
19 (12)-Month Pay Plan, and Credit Union, if applicable, and other deductions  
20 required by law.  
21

22 Payroll deductions set up under the "twenty (20)-deduction school year plan" (i.e.,  
23 organization dues, fair share, annuities, death benefit, Washington National  
24 Insurance, United Fund, and other payroll deductions agreed upon within this  
25 contract) will begin on the second biweekly payroll of the regular teacher's  
26 calendar and run consecutively for the following twenty (20) normal pay dates.  
27

28 **c. RELEASE OF PAYCHECK.** The Board may require identification to  
29 release any paycheck to an employee. Suitable identification may include a  
30 driver's license, social security card, or a Board identification card.  
31

32 **d. DIRECT DEPOSIT.** Effective August 1, 2001, or as soon as practicable  
33 thereafter, the Board shall make payroll direct deposit available on a voluntary  
34 basis for a financial institution of the employee's choice. Where the employee does  
35 not have an account at a financial institution, the Board will make one available  
36 with the institution of its choice.  
37

38 **e. PAYCHECK TRANSMITTAL.** Employees shall receive their paychecks  
39 at the school or site where they perform their duties at the time the checks are

1 delivered. It is understood that exceptions could occur where employees have not  
2 been at their assignments for the entire payroll period. In such cases, the  
3 employees' checks shall be mailed to the address in the payroll file. When school  
4 is in session on a day prior to a scheduled school break and the first day of the  
5 break is a pay day, employees will receive their check on that last day of work  
6 provided they have accumulated a sufficient number of days to justify such  
7 payment. On pay dates that are scheduled during non-employment periods, checks  
8 shall be mailed to the employees at the address in the payroll file. Social workers  
9 or itinerant teachers, who are not consistently at their assigned location on pay  
10 days, will have their checks mailed each pay day to the address in the payroll file.

11  
12 On pay dates that are scheduled during non-employment periods, it is understood  
13 that employees may request mailing of their checks to an address other than the  
14 payroll file address.

15  
16 The employee will provide a stamped addressed envelope to the payroll section,  
17 Department of Finance, at least six (6) workdays prior to the pay date affected.  
18 Under certain circumstances, more time may be required--up to ten (10) workdays.  
19 It is understood that this is an exception that will be applicable during holidays,  
20 summer, or other recess periods.

## 21 22 **2. TWELVE (12)-MONTH PAY PLAN**

23  
24 a. Teachers wishing to participate in the twelve (12)-month pay plan may  
25 arrange to do so by filing a deduction request form and approved savings deposit  
26 contract. The MTEA will furnish the Board with savings deposit contracts  
27 executed by one (1) bank for use by all employees uniformly.

28  
29 Participants in the plan authorize an established percent to be deducted from each  
30 paycheck issued during the school year. The payroll deduction for the plan will be  
31 deposited into the individual's special "twelve (12)-month account" at the bank,  
32 subject to rules and guidelines established in the savings deposit contract between  
33 each participant and the bank.

34  
35 b. Responsibilities for the funds once deposited to the individual's special  
36 "twelve (12)-month account" rests with the bank for proper disposition.

37  
38 c. Any teacher who is a participant hereunder may revoke this agreement by  
39 notifying in writing the MPS Department of Human Resources, P.O. Box 2181,

1 Milwaukee, WI 53201-2181. Upon receipt of such notice, deductions and  
2 remittance to the bank for such teacher shall be discontinued, thereupon the Board  
3 shall be fully discharged of any liability hereunder. This agreement shall continue  
4 from year to year without renewal by the participant; but, in the event of the  
5 revocation of this agreement by a participant, such participant shall sign a new  
6 agreement to again participate hereunder. However, renewal of participation may  
7 begin only at the beginning of a school year.  
8

9 d. Payroll deductions for new participants or teachers renewing participation will  
10 begin on the biweekly payroll check following the submission of the twelve  
11 (12)-month pay plan request form and savings deposit contract provided that the  
12 forms are received at least eight (8) workdays prior to the payroll check date.  
13 Under certain circumstances, up to twelve (12) workdays may be required to begin  
14 the deduction for twelve (12)-month pay plan.  
15

### 16 3. PAYROLL CORRECTIONS 17

18 a. Errors not attributable to the employee, of three percent (3%) or more of the  
19 employee's net base pay shall be corrected on a supplementary check within the  
20 three (3) workdays following the notification of such error, if the employee so  
21 requests. Otherwise, when not requested or when errors are of less than three  
22 percent (3%) of the employee's net base pay for the payroll period, they shall be  
23 corrected on the next payroll check.  
24

25 b. Failure to submit forms required to substantiate absences for payroll purposes  
26 shall be handled as follows:  
27

28 The employee shall be notified of the necessity of supplying the form and will be  
29 paid in the pay period in which the form was due; a deduction will be made for the  
30 time in question in subsequent pay periods until such amount is repaid, unless the  
31 proper forms are filed.  
32

33 4. **INFORMATION ON CHECK STUB.** Effective on July 1, 1991, or six (6)  
34 months after completion of the bargaining on a successor to the 1989-90 master  
35 contract, whichever occurs later, each employee's salary division, increment date, and  
36 step placement will be printed on his/her check stub.  
37

1 **F. PROTECTION OF TEACHERS**

2  
3 **1. ASSISTANCE IN ASSAULT AND/OR BATTERY**

4  
5 a. Teachers shall report all cases of assault and/or battery suffered by them in  
6 connection with their employment to the principal as soon as practicable on forms  
7 provided by the Board, which may be obtained at the office in each school.

8  
9 Principals shall transmit a copy of the report to the Office of the Superintendent.  
10 The superintendent shall acknowledge receipt of such report immediately after the  
11 report is received.

12  
13 The superintendent or his/her designee shall send a copy of the assault form to the  
14 MTEA.

15  
16 b. The superintendent shall inform the teacher immediately of his/her rights  
17 under the law and shall provide such information in a printed document to include  
18 pertinent rules of the Department of Industry, Labor, and Job Development.

19  
20 c. If a teacher who has been assaulted and/or battered wishes to file a complaint  
21 against the student, the police shall be called immediately by the principal so that  
22 the police may properly investigate and find witnesses to the act. If the teacher is  
23 physically not able to tell the principal whether or not he/she wishes to file a  
24 complaint, the principal shall immediately call the police so that an investigation  
25 can take place.

26  
27 d. The Office of the Superintendent shall request the city attorney's office, in all  
28 such cases, to notify the teacher of its readiness to assist the teacher in each of the  
29 following ways:

30  
31 1) By obtaining from police and/or from the principal relevant information  
32 concerning the assailant.

33  
34 2) By accompanying the teacher in court appearances.

35  
36 3) By acting in other appropriate ways.

37  
38 e. No teacher shall be required to subject himself/herself to any clear and  
39 imminent danger to his/her safety.

1  
2       **2. LEGAL COUNSEL**  
3

4       a. The Board agrees to provide legal counsel to defend any teacher in any civil  
5 action arising out of an alleged assault and/or battery on or by a teacher, which  
6 occurs in connection with his/her employment or any disciplinary action taken  
7 against the student by the teacher, where the superintendent finds that the teacher  
8 acted in accordance with the disciplinary policy established by the Board.  
9

10       b. In the event the city attorney's office is unable to defend the teacher, the Board  
11 agrees to provide minimum bar fees to aid in the defense of any teacher in a civil or  
12 criminal action arising out of disciplinary action taken by the teacher in connection  
13 with his/her employment provided such teacher is found not guilty in the criminal  
14 action or judgment is rendered against the other party in a civil action or if the case  
15 is dismissed.  
16

17       c. If the teacher is ordered to the district attorney's office, a warrant has been  
18 requested, or a complaint filed, the teacher shall immediately notify the MTEA and  
19 the director of the Division of Labor Relations. If the warrant is refused and the  
20 Board was unable to furnish legal counsel, the Board will pay minimum bar fees to  
21 the teacher for the attorney who defended the teacher.  
22

23       **3. INSURANCE**  
24

25       a. Liability coverage for teachers shall be continued in the amount of five  
26 million dollars (\$5,000,000). It is agreed that Sections 895.35 and 895.46,  
27 Wisconsin Statutes, as amended, shall apply.  
28

29       b. 1) The Board will reimburse teachers against loss or damage incurred  
30 without negligence of teacher to personal property used in the course of  
31 employment while on duty in the school, on Board premises, or on a Board-  
32 sponsored activity from theft, fire, or willful damage not to exceed one  
33 hundred fifty dollars (\$150) on any one (1) occurrence. A form is available in  
34 each school office on which employees may claim reimbursement under this  
35 paragraph.  
36

37       2) In the event personal property is stolen and/or damaged under conditions  
38 specified in paragraph 1 of this section, during a physical assault, the personal



1 property stolen and/or damaged shall be reimbursed in an amount not to  
2 exceed three hundred dollars (\$300) on any one (1) occurrence.

3  
4 3) Disputes under this section shall be processed through the third step of  
5 the grievance procedure. If a dispute involving fire or willful damage is not  
6 resolved at the third step of the grievance procedure, it may be appealed to  
7 arbitration in accordance with Part VII. If a dispute involving theft is not  
8 resolved at the third step of the grievance procedure, it shall be submitted to a  
9 permanent umpire for reimbursement disputes.

10  
11 4) The permanent umpire for reimbursement disputes shall serve for a term  
12 of one (1) year. The umpire shall be selected in one (1) of the following ways:

13  
14 a) The parties agree upon a person to serve in this capacity.

15  
16 b) The parties alternately strike names from a panel of seven (7)  
17 arbitrators submitted by the WERC.

18  
19 c. The Board shall provide insurance to cover malicious damage to employees'  
20 cars and motorcycles parked at school during school hours or while on school  
21 business. The present insurance policy shall be amended to include tape decks.  
22 Such policy shall not cover the first twenty dollars (\$20) of damage in any one (1)  
23 incident.

24  
25 4. **COMPENSATION FOR LOST TIME.** If an assault on an employee results in  
26 loss of time, the employee shall be compensated in full for such time minus any  
27 worker's compensation, disability, social security, or retirement benefits the employee  
28 actually receives for such time and such paid absence shall in no event be deducted  
29 from any sick leave. In no event is it intended that the total compensation paid to the  
30 employee under this section shall exceed or fall below one hundred percent (100%) of  
31 the net compensation due the employee.

## 32 33 **G. SICK LEAVE**

### 34 35 **1. GENERAL PROVISIONS**

36  
37 a. An employee shall earn sick leave at the rate of .067 hours for each hour paid  
38 of the employee's regularly scheduled workday during the school year. Additional  
39 paid assignments during the school year are exempt from sick leave accumulation.

1 Earned sick leave hours are credited to each employee at the end of each payroll  
2 period.

3  
4 b. Sick leave credit hours may be earned and credited up to a maximum total of  
5 one hundred (100) hours (12.5 days) for ten (10)-month employees, one hundred  
6 ten (110) hours (13.75 days) for eleven (11)-month employees or one hundred  
7 twenty (120) hours (15 days) for twelve (12)-month employees.

8  
9 c. An employee's sick leave credits shall be accumulated to a maximum of one  
10 thousand one hundred sixty (1,160) hours (145 days) at full pay and accumulated  
11 thereafter to an unlimited total of hours at half pay. Accumulations of full-pay and  
12 half-pay sick leave benefits shall be kept in separate accounts and shall not be  
13 transferable.

14  
15 d. One (1) day of sick leave may be used for illness in the immediate family  
16 without a statement from a physician generally being required, but a statement  
17 shall be required from a doctor giving the nature and seriousness of the illness of  
18 the member of the immediate family and declaring the need for the employee to be  
19 with the ill member of the family if absent for more than one (1) day.

20  
21 "Member of the immediate family" is defined as husband, wife, child, stepchild,  
22 brother, sister, parent, or stepparent, wherever they may reside, or other relatives  
23 living in the same dwelling unit.

24  
25 e. In September each year, teachers will be provided with a statement relative to  
26 the amount of accumulated sick leave standing to their credit at the close of the  
27 school year the preceding June.

28  
29 f. When a teacher is ill on a day when school is closed due to an emergency or a  
30 holiday, the teacher shall not have the day deducted from sick leave accumulation.

31  
32 g. A teacher absent for one (1) day or more must inform the school of his/her  
33 intention to return no later than one-half (.5) hour prior to the end of the pupil day  
34 on the day prior to the day of return to service. Failure to do so will prevent the  
35 teacher from returning until the following afternoon, and the morning will be  
36 charged as one-half (.5) day of sick leave absence.

37  
38 If a teacher had reported a one (1) day absence and desires to return for the  
39 afternoon session, the teacher must inform the school prior to 10:30 a.m. of his/her

1 intention to return to service. Failure to do so will prevent the teacher from  
2 returning until the following day, and the employee will be charged with the full  
3 day of sick leave absence.  
4

5 If a teacher reported a morning absence and decided to extend the absence to a full  
6 day, the teacher must inform the school prior to 10:30 a.m. of his/her intention to  
7 be absent for the full day.  
8

9 **2. SUMMER ASSIGNMENTS.** Teachers shall accumulate sick leave during the  
10 summer at the rate of .067 hours for each hour paid. Teachers may use up to the total  
11 number of sick leave hours which may be earned during the summer assignment. Any  
12 unused sick leave accumulated during the summer session will be credited to the  
13 teacher's regular balance at the end of the summer session. In no event shall the total  
14 accumulation exceed one hundred twenty (120) hours for that fiscal year. Teachers in  
15 summer assignments will be allowed the prevailing funeral leave provisions.  
16

17 **3. ABSENCE ON ACCOUNT OF DEATH**  
18

19 a. If explicitly reported on the time sheet, absence of a regularly appointed  
20 teacher due to the death of a wife, husband, parent, parent-in-law, stepparent, child,  
21 brother, sister, stepchild, or relative residing in the same household shall be  
22 permitted without loss of pay for not to exceed three (3) full school days provided  
23 the days are used within the calendar week (any seven [7] consecutive days)  
24 starting with the day of the death.  
25

26 b. In case the death of a relative, as listed in subsection 3(a) above, occurs when  
27 such relative is in the armed services of the United States, these provisions may  
28 apply to leave for the purpose of attending memorial or religious services held  
29 because of such death, without regard to the place where death occurred or to the  
30 place where services are held.  
31

32 c. Absence of one (1) day without loss of pay within the calendar week, starting  
33 with the day of the death, shall be permitted in case of the death of a grandparent,  
34 grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt,  
35 nephew, niece, or first cousin.  
36

37 d. Regularly appointed teachers may be excused by the superintendent for  
38 one-half (.5) day without loss of pay to attend the funeral of a school colleague

1 who was employed in the same building as the teacher at the time of his/her death.  
2 The number normally released is six (6).

3  
4 e. Absences on account of death as set forth in paragraphs a, b, c, and d above  
5 shall not be deducted from sick leave.

6  
7 4. **MISCELLANEOUS.** A total of not more than two (2) days per year deductible  
8 from sick leave may be taken for one (1) of the following reasons:

9  
10 a. A required attendance at a court proceeding.

11  
12 b. A required attendance at a legal proceeding for the purchase or sale of a home  
13 in which the employee will reside.

14  
15 c. Absence due to summoning by a governmental agency, such as the Internal  
16 Revenue or the draft board.

17  
18 d. Absence due to legal proceeding involving adoption of a child by the  
19 employee.

20  
21 e. Absence due to attendance at a funeral of a close friend provided, however,  
22 that this time may not be used for the death of a relative or fellow teacher, as  
23 provided in subsection 3 above.

24  
25 f. Absence due to travel involved in funeral attendance.

26  
27 g. Where established religious discipline makes it mandatory upon the employee  
28 to desist from his/her daily occupation.

29  
30 h. Absence to attend the graduation of a son or daughter from high school or an  
31 institution of higher learning.

32  
33 i. Absence due to the attendance at the employee's wedding or the wedding of  
34 the employee's son or daughter.

35  
36 j. Absence due to the participation/involvement of the employee in the activities  
37 at the school of a son or daughter with forty-eight (48) hours prior notice to the  
38 principal, providing not more than ten percent (10%) of the teachers (but not less

1 than one [1] nor more than five [5] teachers) in each school will be using this leave  
2 at the same time.

3  
4 k. In addition to the above named reasons, other emergency absences of a  
5 reasonable nature may be granted by the superintendent. Upon return to school,  
6 the teacher shall acknowledge in writing the reason for the absence and, if  
7 approved by the superintendent, no deduction in salary shall be made. If the  
8 superintendent is considering not approving the absence, he/she shall consider,  
9 prior to taking appropriate action, the following:

- 10 1) The individual request of the teacher
- 11 2) Prior record of the teacher
- 12 3) Unusual circumstances
- 13 4) The fact that similar absence requests may or may not be approved in the  
14 future
- 15 5) Prior disapproval of the request

16  
17 Upon return to school, the teacher will acknowledge in writing that absence was due to  
18 one of the enumerated reasons and shall be required to state the reason. The limit of  
19 days and deductions from sick leave in this section shall not apply to employees  
20 released for duty-connected court, city attorney or district attorney appearances, or  
21 when released for functions connected with their employment.

22  
23 5. **PERSONAL ABSENCE DAYS.** A total of not more than two (2) days per year  
24 deductible from sick leave may be used for personal absence. Personal days may be  
25 used by employees for any reason provided the days off are previously approved with  
26 the employee's immediate supervisor or the supervisor is promptly notified in the event  
27 the days must be used for an unexpected circumstance.

28  
29 The use of personal absence days does not affect eligibility for absences under Part III,  
30 Section G(4)(j), school activities. However, use of personal days will be included in the  
31 calculation for incentive days.  
32  
33  
34  
35  
36  
37

1           **6. LEAVE OF ABSENCE FOR SICKNESS**  
2

3           a. Teachers who have become permanently employed may, in the event of  
4 illness, submit to a medical examiner of the Milwaukee Health Department a  
5 written statement signed by a physician duly licensed to practice medicine in the  
6 state of Wisconsin (or if not licensed in Wisconsin, a physician duly licensed to  
7 practice medicine in the state in which located and accepted by a medical examiner  
8 of the Milwaukee Health Department as reputable and competent) in which a leave  
9 of absence is recommended and setting forth the nature, severity, and anticipated  
10 duration of the illness; or, in lieu thereof, may request an examination by a medical  
11 examiner of the Milwaukee Health Department, or may submit to the  
12 superintendent a certificate of an authorized Christian Science practitioner in  
13 which a leave of absence is recommended and indicating the anticipated duration  
14 of the absence, certifying that such person is under Christian Science treatment.  
15 Upon the recommendation of the Milwaukee Health Department or Christian  
16 Science practitioner to the superintendent, and the superintendent's  
17 recommendation to the Personnel Committee and approval by the Board, such  
18 person may be granted a leave of absence for illness and be entitled to accumulated  
19 sick leave at full or half pay, as the case may be, to the end of the semester or of the  
20 school year, subject to curtailment of the leave as provided in Part III,  
21 Section H(11), of this contract.

22  
23           b. In any school year, a teacher shall be allowed, in the event of personal illness  
24 or quarantine duly so attested by the principal, thirty-two and one-half (32.5) days  
25 in addition to the twelve and one-half (12.5) days provided in Part III,  
26 Section G(1), before a formal application for leave is required, but such additional  
27 days shall be deducted from any accumulated sick leave to which he/she may have  
28 previously become entitled.

29  
30           c. Certification of leave for personal quarantine shall be subject to the current  
31 Rules and Regulations for Suppression and Control of Communicable Diseases  
32 issued by the city commissioner of health.

33  
34           d. A formal leave shall be required of a certificated employee of the Board not  
35 later than the forty-sixth day of absence during a half year or after an employee has  
36 exhausted his/her accrued sick leave credit if such accumulation exceeded  
37 forty-five (45) days.  
38

1           **7. PROFESSIONAL ASSISTANCE PROCEDURE**

2  
3           a. In the event a member of the bargaining unit demonstrates a history of  
4           unsatisfactory classroom behavior, which it is suspected may have been caused by  
5           chemical abuse or mental or emotional disorders, the executive director of the MPS  
6           Department of Human Resources shall notify the employee and the MTEA and a  
7           conference will be held to determine whether appropriate professional assistance  
8           should be sought.

9  
10          b. If the employee is found to be medically disabled by appropriate medical  
11          personnel, he/she shall be granted sick leave for necessary treatment. If the  
12          employee does not have sufficient sick leave, up to twenty (20) days of sick leave  
13          may be advanced which will be deducted from future accumulations.

14  
15          c. If it is determined medically that the employee's performance is unrelated to  
16          any chemical abuse or mental or emotional disorders, or the teacher refuses to  
17          participate in any program of appropriate medical treatment, the administration  
18          may proceed in accordance with the appropriate section of the contract, Part IV,  
19          Sections M or N. Where a principal has evaluated a teacher in a timely manner in  
20          accordance with Part IV, Section M, of the contract, but has proceeded under  
21          Professional Assistance Procedure, the time limits referred to in Part IV,  
22          Section M(9), shall be extended by the amount of time utilized by the procedure.

23  
24          **8. SEPARATION FROM SERVICE.** The present provisions for termination of  
25          sick leave benefits upon separation from the service shall be continued with the  
26          stipulation that when an employee returns to service within one (1) year of the date of  
27          separation, he/she shall be credited with any unused accumulation of full-pay or  
28          half-pay benefits.

29  
30          **9. CONTROL OF SICK LEAVE**

31  
32          a. Leave of three (3) consecutive days shall ordinarily be permitted without  
33          requiring the employee to submit a doctor's certificate for his/her own illness  
34          provided the administrator who certifies time sheets for payroll purposes has other  
35          satisfactory evidence of bona fide illness.

36  
37          When any employee's leave extends beyond three (3) consecutive days, a statement  
38          from a physician, surgeon, dentist, osteopathic surgeon, chiropracist- podiatrist,  
39          osteopath, chiropractor, or psychiatrist, certifying the nature and seriousness of the

1 illness, or the certificate of an authorized and recognized Christian Science  
2 practitioner certifying that the employee is under Christian Science treatment shall  
3 be furnished to the department or division head and shall be filed with the time  
4 sheet. Such certification may be required for shorter terms of sick leave absence,  
5 depending on the circumstances, after notice to the employee. The provision as to  
6 illness in the immediate family shall be set forth in Part III, Section G(1)(d).  
7

8 b. The MTEA approves of appropriate action in any action of misuse of sick  
9 leave benefits.

10  
11 **10. INCENTIVE DAYS.** Incentive days will be earned in the following manner:  
12

13 a. Based on sick leave usage during the previous school year, employees will  
14 earn incentive days to be taken in the subsequent school year in accordance with  
15 the following schedule:  
16

| Absence Charged<br>to Sick Leave | Incentive<br>Days Earned |
|----------------------------------|--------------------------|
| 0 - 16 hours                     | 2.0 days                 |
| 16.1 - 32 hours                  | 1.0 days                 |

17  
18  
19  
20  
21  
22  
23 b. For purposes of determining eligibility under this provision, absences covered  
24 under Part III, Section G(4)(g), of the contract are exempt.  
25

26 c. The incentive days may be used by employees for any reason provided the  
27 days off are previously approved with the employee's immediate supervisor or the  
28 supervisor is promptly notified in the event the days must be used for unexpected  
29 emergency.  
30

31 d. By the end of September, employees will be notified by the principal whether  
32 they do or do not have (an) incentive day(s) for use during that school year.  
33

34 e. If a teacher bargaining unit member chooses to use two (2) earned sick leave  
35 incentive days during a school year, at least one (1) day must be used prior to  
36 April 1.  
37

38 f. If an employee so desires, he/she may choose to receive pay for the incentive  
39 day(s) in accordance with the following:



1  
2 1) An employee who has earned two (2) incentive days may elect to use one  
3 (1) day and receive pay at his/her daily rate for the second day.  
4

5 2) An employee who has earned two (2) incentive days may elect to receive  
6 pay at his/her daily rate for one (1) day and receive pay at the regular  
7 substitute rate for the second day.  
8

9 3) An employee who has earned one (1) incentive day may use the day or  
10 elect to receive pay at the regular substitute rate.  
11

12 All such requests shall be made by the employee no later than May 31 of each  
13 year. The salary shall be paid to teachers on the payroll date following the close of  
14 the first semester or the last pay date of the school year at the employee's option.  
15

16 g. If an employee does not use his/her earned incentive day(s) prior to June 30 of  
17 each year, the unused day(s) shall be added to the employee's sick leave  
18 accumulation.  
19

20 h. If school should be closed on a day(s) that an employee used an incentive  
21 day(s), the incentive day(s) shall be restored to the employee.  
22

23 i. In any school year that an employee begins employment or returns to  
24 employment after the beginning of the school year, the employee shall earn an  
25 incentive day for use in the following school year if the employee earned and  
26 maintained at least 8.5 days of sick leave earned in that school year.  
27

28 j. Employees will earn incentive days while on sabbatical leave.  
29

30 k. Summer and evening school sick leave usage will not affect the employee's  
31 eligibility for an incentive day.  
32

33 l. Absences for funeral covered by Part III, Section G(3), absences for religious  
34 reasons, personal absence without pay, absences coded to industrial accident,  
35 absences for professional leave, absences due to assaults, absences for convention  
36 leave, absences for jury duty, and other absences not chargeable to sick leave are  
37 not counted against the absence which qualify a teacher for an incentive day.  
38

1 m. Employees who earn incentive days for use in the following year but who  
2 retire shall be given incentive days automatically in one (1) of two (2) ways:

3  
4 1) If the retiree needs the incentive days in order to achieve the seventy  
5 percent (70%) of accumulated sick leave to retain Board-paid health insurance  
6 or if the days can be added to accumulated sick leave in order to achieve forty  
7 (40) days severance pay, the accrued incentive days will automatically be  
8 added to the accumulated sick leave.

9  
10 2) If the retiree cannot utilize the accrued incentive days to his or her  
11 advantage as above, he/she will automatically be paid at the regular substitute  
12 teacher rate in effect at the time of retirement.

## 13 14 **H. LEAVES OF ABSENCE**

### 15 16 **1. FOR INJURY, COMPENSABLE DISEASE, OR OTHER CASUALTIES**

17  
18 a. Any teacher who in the course of employment sustains a compensable injury  
19 or contracts a compensable disease under the Wisconsin Worker's Compensation  
20 Law shall have a worker's compensation form filled out upon notifying the  
21 administration. The administration will assume the responsibility of getting the  
22 needed statements and filing the forms, a copy of which shall be sent to the MTEA.

23  
24 Teachers absent after filing the worker's compensation form, where such absence is  
25 related to the industrial accident, will have "Industrial Accident" written on the  
26 time sheet where the injury or disease is not related to an assault. If assault related,  
27 the injury or disease shall be noted on the time sheet as "Industrial Accident Due to  
28 Assault."

29  
30 If the claim is immediately or subsequently denied by the city attorney's office, a  
31 deduction will be made from sick leave for days missed and the teacher and MTEA  
32 shall be so notified in writing. Time limits for filing grievances shall commence on  
33 the date of notification of denial of the employee's final appeal.

34  
35 Any teacher who in the course of his/her employment sustains a compensable  
36 injury or contracts a compensable disease under the Wisconsin Worker's  
37 Compensation Law shall be given the option to accept sick leave benefits as  
38 provided in Part III, Section G, above. This option, which shall be in writing, may  
39 be terminated without prejudice to temporary total or temporary partial disability

1 benefits under the Worker's Compensation Act thereafter, but in no case shall sick  
2 leave and disability be allowed for the same period.

3  
4 b. Any teacher who is absent because of an injury or disease compensable under  
5 the Wisconsin Worker's Compensation Law and who selected either worker's  
6 compensation or sick leave benefits shall be entitled to receive full salary for the  
7 first eighty (80) school days of temporary total disability in lieu of compensation  
8 under the Worker's Compensation Law or sick leave benefits for said period. Such  
9 days of absence, not to exceed eighty (80) days for any individual in any school  
10 year, shall not be deducted from the sick leave credit of the teacher. If the IRS  
11 rules that money received in lieu of compensation is not subject to social security  
12 or taxes, the total compensation paid to the employee shall not exceed one hundred  
13 percent (100%) of net compensation previously received by the employee.

14  
15 c. Leaves of absence granted to certificated personnel as a result of injury or  
16 disease compensable under the Wisconsin Worker's Compensation Law shall  
17 involve no change in increment date.

18  
19 d. Effective on the first day of the month following the date the MTEA notifies  
20 its members that the Preferred Provider Arrangement (PPA) is an acceptable  
21 option, an employee absent as a result of injury or disease compensable under the  
22 Wisconsin Worker's Compensation Law shall be reimbursed by the Board for any  
23 health insurance premiums paid by the employee up to the annuity effective date if  
24 the employee is subsequently approved for disability pension by WRS and the  
25 primary reason for the disability pension is a direct result of the injury or disease as  
26 determined under the Wisconsin Worker's Compensation Law. As of the annuity  
27 effective date, the eligibility for continuation of health insurance will be in  
28 accordance with Part III, Section B(14) and (16). The MTEA agrees to study the  
29 Board's worker's compensation PPA. If the MTEA finds the PPA to be an  
30 unacceptable option, the MTEA will work with the Board to resolve the MTEA's  
31 concerns. As soon as the PPA is found to be acceptable to the MTEA, the MTEA  
32 shall inform its members of that acceptability.

33  
34 e. In the event any teacher is prevented from performing his/her duties by reason  
35 of an epidemic, fire, civil commotion within the city of Milwaukee preventing the  
36 teacher from reaching his/her assigned school, acts of the elements and other  
37 casualty beyond his/her control which results in the closing of the school to which  
38 he/she is assigned, he/she shall be entitled to receive his/her full salary, provided

1 that during any such period, he/she shall perform such teaching and other  
2 professional duties as the superintendent may assign to him/her.

3  
4 **2. MATERNITY LEAVE**

5  
6 a. **OPTIONS.** In each case of pregnancy, the employee shall have one (1) of the  
7 following three (3) options:

8  
9 1) **TEMPORARY DISABILITY LEAVE.** Temporary disability leave  
10 constitutes the period the employee's doctor certifies she is medically unable  
11 to work because of pregnancy or complications arising therefrom. This  
12 certification shall be promptly furnished in writing to the Division of Staffing  
13 Services. Temporary disability leave is treated in accordance with sick leave  
14 and other related provisions of this contract.

15  
16 2) **CHILD REARING LEAVE AFTER TEMPORARY DISABILITY**  
17 **LEAVE.** At the conclusion of temporary disability, a leave of absence  
18 without pay shall be granted for any one (1) case of pregnancy, if so requested  
19 by the employee on a semester basis for a period not to exceed six (6) full  
20 semesters including the period of temporary disability. Upon certifying to the  
21 administration the anticipated beginning date of the temporary disability  
22 because of pregnancy, the employee shall notify the administration in writing  
23 whether she intends to take the child rearing leave beyond the period of  
24 temporary disability. The employee may change this designation at any time  
25 up to twenty (20) days after the birth of the child or her original designation  
26 shall stand.

27  
28 3) **COMBINATION PRENATAL, TEMPORARY DISABILITY, AND**  
29 **CHILD REARING LEAVE.** In addition to temporary disability leave, a  
30 teacher, at her option, shall be granted a leave of absence without pay, not to  
31 exceed six (6) semesters, commencing at any time during pregnancy.

32  
33 a) At the time the employee requests her prenatal leave, the employee  
34 shall notify the administration in writing, whether she intends to take the  
35 child rearing leave beyond the period of temporary leave. The employee  
36 may change this designation at any time up to twenty (20) days after the  
37 birth of the child or her original designation shall stand.  
38

1                   b) In addition to the certification of pregnancy for prenatal leave and  
2 notice of child rearing leave, the employee shall promptly furnish in  
3 writing to Certificated Staffing, the doctor's statement when he/she  
4 certifies her to be medically unable to work because of pregnancy or  
5 complications arising therefrom.  
6

7                   **4) TEACHER RE-EMPLOYMENT AFTER USING OPTION 2 OR 3**  
8 **ABOVE.** Teachers electing leave under option 2 or 3 above, shall be  
9 considered out of assignment and shall be returned to employment subject to  
10 reassignment under Part III, Section H(11) (Curtailed of Leave); or Part III,  
11 Section H(12) (Return After Leave of Absence); and under Part V, Section J  
12 (Assignment to a Particular School).  
13

14                   **b. TEMPORARY DISABILITY ABSENCES.** Temporary disability absences  
15 of forty-five (45) workdays contained within a period of nine (9) consecutive  
16 calendar weeks, attested to by the employee's physician, shall not be questioned.  
17

18                   In paid absences of a longer term, or if the temporary disability request is filed  
19 more than thirty (30) workdays prior to the date of delivery, the administration may  
20 require the employee to be examined by a physician from the Milwaukee Health  
21 Department or by a physician selected by the employee from a panel of five (5)  
22 obstetricians appointed by the Milwaukee Health Department. The cost of such  
23 examination shall be borne by the Board.  
24

25                   **c. PAYMENT OF TEMPORARY DISABILITY BENEFITS.** The payment  
26 of temporary disability benefits shall remain available as long as valid state or  
27 federal guidelines require it.  
28

29                   **d. ADOPTION LEAVE.** A teacher who adopts a child shall, upon request, be  
30 granted a leave without pay for up to six (6) full semesters.  
31

32                   **e. PATERNITY LEAVE.** Upon application, fathers may be granted a leave of  
33 absence for child rearing as provided in Part III, Section H(2)(a)(2), or adoption  
34 leave as provided in Part III, Section H(2)(d).  
35

36                   **3. JURY DUTY.** Teachers who are called for jury service shall receive full salary  
37 during the period of absence provided that teachers shall remit to the Board or authorize  
38 an adjustment equal to the compensation paid to them for such jury service and attach  
39 the summons to the payroll time sheet.

1  
2 **4. LEAVE FOR PROFESSIONAL STUDY, RESEARCH, OR SPECIAL**  
3 **TEACHING ASSIGNMENT**  
4

5 a. Upon recommendation of the superintendent and approval by the Board,  
6 teachers, having permanent tenure who have rendered satisfactory service in the  
7 Milwaukee Public Schools (MPS), may be granted a leave of absence for study,  
8 research, work on a dissertation or thesis, or special teaching assignments  
9 involving probable advantage to the system for one (1) year or for one (1) semester  
10 without pay. The regular salary increment accruing during such period shall be  
11 allowed, subject to the superintendent's approval of evidence of the courses  
12 completed in the case of leave for study, or of research, work on a dissertation or  
13 thesis, or teaching service performed in accordance with a prior-approved program.  
14

15 b. Upon recommendation of the superintendent and approval by the Board,  
16 teachers, having permanent tenure who have rendered satisfactory service in this  
17 system for not less than seven (7) years, may be granted a leave of absence for  
18 study, research, or to work on a thesis or dissertation, for either one (1) semester or  
19 for one (1) year, subject to the following provisions:  
20

21 1) Twenty-five (25) sabbatical leaves shall be granted as requested each  
22 year. The superintendent shall determine the number beyond twenty-five (25)  
23 on the basis of budgetary limitations for the following school year. By  
24 August 1 and December 1 of each year, the Board shall provide a list to the  
25 MTEA of those teachers who have applied and those teachers granted  
26 sabbatical leaves for the ensuing year.  
27

28 2) Selection shall be based on physical and mental fitness and the probable  
29 advantage to the system.  
30

31 3) They shall be paid at the rate of fifty percent (50%) of their current salary  
32 as of the date such leave starts. This amount shall be paid in equal monthly  
33 installments during the period of the leave, subject to the fulfillment of  
34 requirements governing study or research leave established by the  
35 superintendent. In the event a teacher fails to get an acceptable grade in one  
36 (1) of the courses being taken or drops one (1) course being taken, where such  
37 course does not exceed three (3) credits, he/she shall be paid a percentage  
38 equal to the credits earned with an acceptable grade, divided by the nine (9)  
39 semester credits required, multiplied by fifty percent (50%) of current salary.

1  
2 4) All forms necessary and proper to carry into effect the foregoing shall be  
3 furnished by the superintendent.  
4

5 5) The regular salary increments accruing during such period shall be  
6 allowed, subject to the superintendent's approval of the evidence of the  
7 courses completed or research performed, in accordance with a  
8 prior-approved program. Persons on sabbatical may move from one (1) pay  
9 range to another as a result of gaining additional credits.  
10

11 5. **CONVENTION LEAVE.** When it is evident that convention or conference  
12 attendance or the observation of an activity in another school building or school system  
13 will contribute to the effectiveness of the instructional program, the superintendent may  
14 grant convention or conference leave or permission to observe an activity in another  
15 school building or school system to teachers without loss of pay. The superintendent  
16 may limit the same as to time and the number of individuals involved.  
17

18 6. **EXCHANGE TEACHERS LEAVE.** In any one (1) year, a reasonable number  
19 of teachers, as determined by the superintendent, may be exchanged for teachers from  
20 some other school administration district in the United States and in a foreign country.  
21 Such exchange shall be initially recommended by the superintendent to the Personnel  
22 Committee which shall recommend final action to the Board. Agreements for such an  
23 exchange of teachers shall conform to the provisions of any international education  
24 exchange program administered by the US Office of Education or be entered into  
25 between the governing bodies of the school administrative districts concerned and shall  
26 include, among other appropriate provisions and requirements, provisions for each of  
27 the following:  
28

- 29 a. A written acceptance of the reciprocal agreement on the part of the teachers  
30 entering into the exchange.
- 31
- 32 b. A certificate of good mental and physical health on the part of both teachers.
- 33
- 34 c. An exchange of credentials and recommendations between the officials of the  
35 schools involved.
- 36
- 37 d. The Board to continue its exchange teachers under regular salary status and  
38 assume no responsibility for the salary or sick leave of the visiting teacher.  
39

1 e. All exchange arrangements to be for a period of one (1) year with the  
2 possibility of extension for a second year.

3  
4 f. All rights and privileges of Milwaukee teachers to continue in effect during  
5 the exchange period.

6  
7 **7. LEGISLATIVE LEAVES.** Upon election to full-time political office, teachers  
8 shall be granted leaves of absence for a length of time to concur with the term of office.

9 Subsequent extensions of this leave shall be granted upon re-election to office or upon  
10 election to another full-time political office. However, the teacher so excused shall each  
11 year, on or before the anniversary date of the granting of such leave, express in writing  
12 his/her desire to remain on leave of absence, and his/her desire to return to his/her  
13 previous position upon termination of his/her term of office. No increment benefits will  
14 be gained during such period of time.

15  
16 **8. MILITARY LEAVE**

17  
18 a. Upon proper notification to the superintendent, teachers who, as a part of their  
19 National Guard or Reserve military obligation, must attend short-term training  
20 encampments of not over seventeen (17) consecutive days during the school year  
21 shall be permitted to be absent without loss of pay provided that their pay for such  
22 training encampment is remitted to the Board.

23  
24 b. Military leave of absence and credit therefore will be granted in accordance  
25 with the following:

26  
27 1) Any teacher who enters any branch of the military or naval service of the  
28 United States during times of national emergency shall be granted a leave of  
29 absence without pay for such time (not to exceed four [4] years, except as  
30 involuntarily but honorably extended) as his/her service in said armed forces  
31 may be required by the United States Government.

32  
33 2) All such leaves of absence shall be applied for and granted in accordance  
34 with the rules of the Board applicable to the certified employees and the  
35 following procedures.

36  
37 3) All such employees granted such leaves shall be deemed to have been in  
38 the service of the Board during such military leaves, except for pay or salary  
39 purposes, and shall be entitled to all automatic salary increments, seniority,



1 sick leave accumulations, and other benefits and privileges, if any, provided in  
2 the rules, resolutions, and regulations of the Board that would otherwise have  
3 accrued to them during the period of such military leaves. Upon notice of  
4 return from military leave, employees shall be furnished with the necessary  
5 forms and instructions for applying for reinstatement of insurance benefits.  
6 Upon request, the employee will be supplied with a statement of accumulated  
7 sick leave including any earned while on military leave.  
8

9 4) Teachers serving in the three (3)-year probationary period at the time of  
10 entry into the military service shall be required, as a condition precedent to  
11 obtaining permanent tenure, to render actual teaching service for three (3)  
12 years.  
13

14 5) Any employee on military leave of absence as specified above and within  
15 ninety (90) days after his/her separation from military service or the  
16 termination of hospitalization, if any, shall upon written application be  
17 restored to his/her position and similar assignment in the employment of the  
18 Board provided he/she shall furnish proof of discharge or separation from  
19 service under honorable conditions and be found by a physician, selected by  
20 the Board, to be in a satisfactory state of health for the performance of his/her  
21 duties.  
22

23 6) Any employee who shall not within such ninety (90)-day period make  
24 such application for restoration to his/her position shall not be entitled to be  
25 restored thereto.  
26

27 7) The Board shall, during such leave of absence, pay to the Wisconsin  
28 Retirement System, created and maintained under the provisions of Section  
29 40.02(15) of the statutes, any sums that would have been payable by teacher  
30 members of said fund by means of payroll deductions during such leaves (not  
31 to exceed four [4] years, except as involuntarily but honorably extended by  
32 the United States Government).  
33

34 8) When an employee takes a pre-induction or other examination and is  
35 obliged to be absent from his/her regular assigned duties in the Milwaukee  
36 Public Schools, he/she shall be compensated for such absence for a period not  
37 to exceed two (2) days.  
38

1 9) Employees who request a military leave during times other than a  
2 national emergency shall be granted such leave for a period not to exceed four  
3 (4) years. Credit for experience on the salary schedule (increments) shall be  
4 granted for those who have been honorably discharged. However, in all other  
5 respects, military leave granted under this paragraph shall be treated as an  
6 extended leave without entitlements of pay or benefits.  
7

8 Should a period of national emergency be declared during the time that a  
9 person is on military leave under this section, all the benefits and privileges of  
10 a military leave granted during a period of national emergency shall apply to  
11 the person upon return from military leave.  
12

## 13 9. OTHER LEAVES

14  
15 a. **EXTENDED LEAVES.** Any tenured teacher may, upon recommendation of  
16 the superintendent, obtain a leave of absence by showing good cause therefore.  
17 After the superintendent has received written notice of the teacher's readiness to  
18 return, the superintendent shall reassign the teacher in accordance with the contract  
19 provisions. The teacher's salary shall begin with the first day of service under  
20 reassignment. Pending the receipt of the required health certificate, the teacher  
21 may serve on a day-to-day basis at his/her regular salary.  
22

### 23 b. **PERSONAL ABSENCE WITHOUT PAY**

24  
25 1) Any teacher who so requests may be granted personal absence of a  
26 reasonable nature by the superintendent without pay providing that adequate  
27 provisions have been made to assure the continuity of the instructional  
28 program. Request for personal absence shall be made in writing at least  
29 fourteen (14) calendar days in advance of the effective date of the leave,  
30 except in emergency situations.  
31

32 2) Permission will generally be given for absences to attend work related  
33 activities or programs, conferences related to teachers' duties, or educational  
34 travel related to the subject taught which cannot be accomplished during the  
35 regular school year provided these activities are deemed to have probable  
36 value to the system. The types of absences granted with pay under Part III,  
37 Section H(5) (Convention Leave), will continue to be granted.  
38

1           3) In addition, personal absences of not more than seven (7) consecutive  
2 days in any three (3)-year period not contiguous to regular school break, may  
3 be granted for personal reasons provided the employee in the year prior to the  
4 request had taken eight (8) or fewer sick days.

5  
6       c. **BRIEF ABSENCE.** Individual absences for brief periods during school  
7 hours when good cause is shown prior to their occurrence may be excused by the  
8 principal or appropriate administrator. Such cause shall be fully stated upon the bi-  
9 weekly time sheet by the principal or appropriate administrator and, if approved by  
10 the superintendent, no deduction in salary shall be made.

11  
12       d. **PRETENURE PHYSICAL EXAMINATION - LEAVE.** Where a doctor  
13 discovers an adverse medical condition in the initial employment examination  
14 which is not sufficiently serious to deny employment but which may need  
15 correction or medical control prior to receiving tenure, the doctor shall set forth the  
16 problem and recommend solutions on the certificate and the teacher shall initial the  
17 card. If the condition is correctable or medically controllable prior to the end of  
18 the fifth semester, the employee may schedule a second medical examination prior  
19 to the end of that semester. These employees will require an examination as early  
20 as possible during their fifth semester of employment. Other employees shall not  
21 be required to take a pretenure physical examination. No employee shall be denied  
22 a health certificate unless the medical problem or physical disability is such that  
23 there is a medical probability that it will adversely affect the employee in the  
24 current or future performance of his/her duties. Where a doctor denied the health  
25 certificate, he/she shall state the reason therefore in writing. If the personal doctor  
26 of the employee disagrees with the findings of the Milwaukee Health Department,  
27 a statement from the personal doctor may be submitted; and, after a consultation  
28 with the doctor at the expense of the teacher, the Milwaukee Health Department's  
29 decision shall prevail. Should the Health Department deny a health certificate after  
30 reviewing the findings of the teacher's personal doctor, the teacher shall be granted  
31 a medical leave of absence without pay for not more than one (1) year to correct or  
32 medically control the problem. When the problem has been corrected or medically  
33 controlled and upon receipt of a satisfactory health certificate from the Milwaukee  
34 Health Department, the teacher shall be reinstated in accordance with this  
35 agreement. It is understood that the teacher would begin the probationary period  
36 over again as a first semester teacher. Teachers may be required to take a  
37 tuberculosis examination every three (3) years at Board expense in accordance  
38 with the regulations of the Milwaukee Health Department. Satisfactory evidence  
39 of such periodic examination shall constitute compliance with this section.

1  
2 **e. LEAVES OF ABSENCE FOR ASSOCIATION EMPLOYEES.**

3 Employees of the Board who are hired by MTEA as full-time staff, upon  
4 application, shall be given a leave of absence without pay each year until the  
5 employee terminates his/her leave in accordance with the return after leave of  
6 absence section of this contract. Each year prior to the expiration of the leave, the  
7 employee shall express his/her desire to remain on leave. Upon return from leave,  
8 the employee shall receive salary adjustments based upon his/her salary division  
9 and creditable service exclusive of service increments. During the leave, the  
10 employee shall be allowed to continue his/her health insurance and life insurance  
11 benefits by remitting payments to the Board upon notice of the amount due.  
12

13 **f. ABSENCE FOR MILWAUKEE TEACHERS' RETIREMENT FUND**  
14 **ASSOCIATION PRESIDENT.** The president of the Milwaukee Teachers'  
15 Retirement Fund Association shall be allowed to attend to legislative business in  
16 Madison that requires his/her attendance upon three (3) days request, except in an  
17 emergency.  
18

19 **10. DURATION OF LEAVES**

20  
21 a. No leave of absence, except for maternity or adoption, shall continue in force  
22 beyond one (1) year. The total time allowed for leaves of absence, except for  
23 legislative leaves, shall not exceed three (3) years in the aggregate within any  
24 seven (7)-year period, except to meet professional study requirements.  
25

26 The total time allowed for maternity, adoption, and paternity leaves shall not  
27 exceed four (4) years in the aggregate within any seven (7)-year period.  
28

29 If required by the superintendent, a period not to exceed one (1) semester after the  
30 termination of leave, and prior to reassignment, may be granted by the  
31 superintendent for the purpose of the above professional study of six (6) semester  
32 hours related to the field of preparation.  
33

34 b. When leaves become effective during a semester and continue into succeeding  
35 semesters, absence for thirty-six (36) school days or more of such initial semester  
36 shall be considered as a full semester for the purpose of interpreting these rules  
37 applicable to leaves. A shorter time shall not be considered in determining the  
38 duration of a single leave or the total time granted for leaves of absence. Nothing  
39 in this rule shall be applicable to the Board's resolution on war service leaves. No

1 adjustment of an employee's increment date shall occur for absences when an  
2 employee receives regular salary or pay under Part III, Section G(1).  
3

#### 4 **11. CURTAILMENT OF LEAVE**

5

6 a. At the request of a teacher, and upon presentation of a certificate of  
7 satisfactory state of health for public school teaching service from a medical  
8 examiner of the Milwaukee Health Department, the superintendent may curtail a  
9 leave of absence and immediately reassign such person to active service.  
10 Assignment for the balance of the semester may be made to temporary vacancies.  
11 Any such curtailment of leave shall be reported to the Personnel Committee at its  
12 next regular meeting. The health examination will not be required for teachers  
13 returning from an approved study leave.  
14

15 b. Maternity leaves may be curtailed after the loss or death of the child.  
16

17 c. A leave of absence for illness, under the provisions of Part III, Section G(6),  
18 of this part, may be terminated upon recommendation by the superintendent to the  
19 Board if and when it is established that the teacher on such leave of absence has  
20 entered upon any gainful employment or profession or trade and is carrying on the  
21 same under circumstances which are inconsistent with the original intent of such  
22 leave of absence.  
23

#### 24 **12. RETURN AFTER LEAVE OF ABSENCE**

25

26 a. Teachers who have been granted any type of leave of absence shall notify the  
27 superintendent in writing on or before December 15 or July 1 preceding the  
28 opening of the semester following the expiration of leave, of their intention to  
29 resume work at the beginning of the ensuing school semester. Any teacher  
30 returning from leave must present to the superintendent a certificate of satisfactory  
31 state of health for public school teaching service from a medical examiner of the  
32 Milwaukee Health Department before reassignment by the superintendent.  
33 Pending the receipt of the required health certificate, such person may serve on a  
34 substitute basis with substitute pay. The health examination will not be required  
35 for teachers returning from an approved study leave.  
36

37 b. All teachers, returning from any type of leave of absence and who have given  
38 notice pursuant to paragraph a above, shall be restored in one (1) of the following  
39 ways, except as otherwise provided in the contract:

1  
2 1) Where a vacancy exists, to the same position they held at the time the  
3 leave was granted.  
4

5 2) Where such vacancy does not exist, to a similar position to that held at  
6 the time the leave was granted before newly employed teachers are assigned.  
7

8 **13. VIOLATION OF LEAVE OF ABSENCE PROVISIONS.** Violation of any of  
9 the provisions relating to sick leave or leaves of absence by an employee, or the making  
10 of a false report regarding any type of leave, shall subject the employee committing  
11 such violation or making such false reports to disciplinary action by the superintendent  
12 or his/her designee and shall constitute a cause for discharge, suspension without pay, or  
13 demotion in accordance with Part IV, Section N, of this contract.  
14

15 **I. TAX DEFERRED ANNUITY PLANS**  
16

17 The Board shall authorize teachers to make contributions to the 403b(1) tax deferred annuity  
18 plan of the Wisconsin Retirement System-Department of Employee Trust Funds, to the  
19 403b(1) tax deferred annuity plans (including Travelers) and the 403b(7) "Mutual Fund  
20 Select Portfolio" offered by The Copeland Companies (the plan administrator), and to the  
21 403b(1) and 403b(7) tax deferred annuity plans offered by the Aetna Life Insurance and  
22 Annuity Company. The plan administrator is subject to the contract between the Board and  
23 the MTEA in its administration of tax deferred annuities.  
24

25 **J. APPLICATION OF EMPLOYEE BENEFITS PRIOR TO REGULAR YEAR**  
26

27 1. Health insurance for employees beginning work previous to the regular school year  
28 shall be available as set forth in Part III, Section B(21), of the contract.  
29

30 2. Life insurance shall be available to employees who begin work previous to the  
31 regular school year at the time they begin work; in the same manner, it is available to  
32 employees who begin work at the beginning of the regular school year.  
33

34 **K. SEVERANCE PAY**  
35

36 Upon retirement, employees shall be paid up to forty (40) accumulated full days of sick  
37 leave in excess of seventy percent (70%) of the maximum full-day accumulation. Half days  
38 are not convertible for this purpose.  
39

1 **L. EARLY RETIREMENT FUND**

2  
3 1. Effective July 1, 1982, the Board will provide employees with an early retirement  
4 supplement and special retirement benefit supplement to the Wisconsin Retirement  
5 System plan. Retirement benefits will be payable effective July 1, 1982.

6  
7 2. Employees of the Board who are in the teacher bargaining unit represented by the  
8 MTEA and who are participating as active unit employees in the Wisconsin Retirement  
9 System-Department of Employee Trust Funds on or after July 1, 1982, shall be eligible  
10 for the early retirement benefits.

11  
12 3. The administration of the early retirement fund will be determined by the Board.

13  
14 4. Considered compensation, average annual compensation, and creditable service  
15 shall be determined in accordance with the rules of the Wisconsin Retirement  
16 System-Department of Employee Trust Funds, effective July 1, 1982.

17  
18 5. Regular retirement benefits for those age sixty-five (65) and older shall be those  
19 specified in the Wisconsin Retirement System Plan effective January 1, 1982.

20  
21 6. Upon attainment of age sixty-two (62), eligible employees may elect an early  
22 retirement option. Monthly pension payments payable for life will be computed in the  
23 same manner as the regular retirement benefits under the Wisconsin Retirement System  
24 effective January 1, 1982. The difference between the employees retirement benefit  
25 obtained from the Wisconsin Retirement Fund and that which the employee would  
26 receive if retirement were at age sixty-five (65) will be paid as a retirement benefit by  
27 the Board.

28  
29 7. The basis for early retirement supplemental fund will be governed by the actuarial  
30 report provided by A.S. Hansen Company, dated April 1, 1982. Provisions and  
31 assumptions of proposed plan 1, exhibit 4, including exhibit 5, assumption 4, are being  
32 utilized in computing the early retirement supplement fund.

33  
34 8. A special supplemental benefit computed at one-twelfth (1/12) of two percent (2%)  
35 of the "average annual compensation" as defined by the Wisconsin Retirement System,  
36 effective January 1, 1982, times the number of years, including fractional years between  
37 the ages of sixty-two (62) and sixty-five (65), shall be established. Eighty-five percent  
38 (85%) of the average annual compensation mix shall be the maximum amount  
39 applicable to this benefit. This benefit is paid between the ages of sixty-two (62) and

1 sixty-five (65) and terminates at age sixty-five (65). If the employee retires before age  
2 sixty-two (62), and after age fifty-five (55), the benefit will be prorated and paid  
3 between the time of retirement and age sixty-five (65). Employees choosing to retire  
4 prior to age sixty-two (62) would have benefits computed by reducing benefits by  
5 five-tenths percent (.5%) per month (six percent [6%] per year) for each month the  
6 participant's age is under sixty-two (62), but at least sixty (60), and four-tenths percent  
7 (.4%) per month (four and eight-tenths [4.8%] per year) for each month between age  
8 fifty-five (55) and age sixty (60). The difference between the normal retirement benefit  
9 and the optional early retirement will be paid to the participant on a monthly basis for  
10 life by the Board.

11  
12 9. A participant may elect optional forms of benefit payments in order to protect  
13 survivors in accordance with the optional plans and procedures specified by the  
14 Wisconsin Retirement System-Department of Employee Trust Funds. The option  
15 selected with the trust fund will be the option implemented in the early retirement  
16 supplement.

17  
18 10. Notwithstanding, anything to the contrary in this contract, employees represented  
19 by the ASC or PAMPS bargaining units, whether covered or not covered by the MBSD  
20 Early Retirement Supplement and Benefit Improvement Plan (Administrator Plan);  
21 employees who are exempt from the ASC bargaining unit but are covered by the  
22 Administrator Plan; employees of the Board who are appointed pursuant to Wis. Stats.  
23 Section 119.32(3); and any other employees who are identified as covered by the  
24 Administrator Plan through an employment contract between such employees and the  
25 Board shall receive no MBSD Supplement Early Retirement Plan for Teachers (Teacher  
26 Plan) "years of creditable service" as defined in the Teacher Plan, or any benefit from  
27 the Teacher Plan for any period of such above specified employment on or after July 1,  
28 2004.

29  
30  
31 **PART IV**

32  
33 **TEACHING CONDITIONS AND EDUCATIONAL IMPROVEMENTS**

34  
35 **A. SCHOOL YEAR**

36  
37 The regular school year shall be one hundred ninety-one (191) days. Where the school year  
38 is extended beyond one hundred ninety-one (191) days, teachers so assigned shall have their  
39 salaries augmented for each such day by adding 1/191 of their regular annual salary. The



1 school year for school social workers, community human relations coordinators, human  
2 relations curriculum developers, and personnel assigned case management responsibilities  
3 shall be two hundred (200) days commencing one (1) week before the teachers return and  
4 ending four (4) days after the close of school. Where the school year is extended beyond  
5 two hundred (200) days, the employees so assigned shall have their salaries augmented for  
6 each such day by adding 1/200 of their regular annual salary.

7  
8 **B. TEACHING DAY**

9  
10 1. **HIGH SCHOOLS.** Study halls, hall duty, and attendance service shall be  
11 assigned so that individual teachers are not singled out with an unusually heavy  
12 workload arbitrarily or for illegal or other impermissible reasons. Volunteers shall be  
13 assigned first.

14  
15 2. **TEACHER DAY**

16  
17 a. The normal school day for the high school faculty shall begin no sooner than  
18 7:25 a.m. or later than 8:30 a.m. and end seven (7) hours and fifteen (15) minutes  
19 after the starting time.

20  
21 b. The normal school day for middle school faculty shall begin no sooner than  
22 7:30 a.m. or later than 8:30 a.m. and end seven (7) hours and thirty-three (33)  
23 minutes after the starting time.

24  
25 c. The normal school day for elementary school faculty shall begin no sooner  
26 than 7:40 a.m. or later than 9:00 a.m. and end six (6) hours and fifty (50) minutes  
27 after the starting time.

28  
29 d. The normal school day for the K-8 school faculty shall begin no sooner than  
30 7:40 a.m. or later than 9:00 a.m. and end seven (7) hours after the starting time.  
31 Teachers will have five (5) hours and fifty (50) minutes of student contact time and  
32 a forty-five (45)-minute duty-free lunch. Five (5) minutes will be designated for  
33 special help, ten (10) minutes for individual preparation, and ten (10) minutes for  
34 common planning time.

35  
36 e. Existing contract provisions conflicting with a, b, c, and d above shall be  
37 modified to reflect the provisions a, b, c, and d above.  
38

1 f. The normal workday for school social workers shall be from 8:00 a.m. to 4:30  
2 p.m. provided, however, that if the school social worker is in the field and  
3 completes the day's assignment at 4:00 p.m. (where the school closes at 4:00 p.m.),  
4 there shall be no need for the school social worker to return to the school office.  
5 Required school social worker staff meetings that may extend to one-half (.5) hour  
6 beyond the regular working hours (4:30 p.m.), when necessary, shall be limited,  
7 except in special situations, to once a month.  
8

9 The normal workday for a school social worker may be modified to begin no  
10 sooner than 7:00 a.m. or later than 10:00 a.m. and end eight (8) hours and thirty  
11 (30) minutes after the starting time, subject to the approval by the school social  
12 worker, the school social worker supervisor, and the principal of the school that the  
13 social worker is serving. If, however, the school social worker is in the field and  
14 completed the day's assignment within thirty (30) minutes of the end of the  
15 workday (where his/her school closes at the time), there shall be no need for the  
16 school social worker to return to the school office. Required school social worker  
17 staff meetings that may extend to thirty (30) minutes beyond the regular working  
18 hours, when necessary, shall be limited, except in special situations, to once a  
19 month.  
20

21 g. When it is necessary, a proposed shift may be instituted after negotiation with  
22 the MTEA, but in no case shall regular shifts be scheduled to begin earlier than  
23 7:00 a.m. nor to end later than 5:00 p.m. The total period of teacher duty for such  
24 shifts shall be continuous and shall not exceed that of the normal school day.  
25

26 h. The normal workday for human relations community coordinators, human  
27 relations curriculum developers, and personnel assigned the case manager  
28 responsibilities shall be 8:00 a.m. to 4:30 p.m.  
29

### 30 **3. BANKING TIME**

31

32 a. Individual schools seeking to bank time will be permitted to request a  
33 modification of the teaching day for the school year. The modification of the  
34 teaching day would require an increase in student contact time through a  
35 corresponding reduction of teacher preparation/special help supervision or team  
36 planning time.  
37

38 b. Individual schools will be permitted to request a modification of the teaching  
39 day if at least fifty-one percent (51%) of the teachers on the staff at each school

1 vote in favor of the full day student release time. The building representative in  
2 each school shall be responsible for conducting the vote of the teachers as well as  
3 reporting the vote and making a request in writing to the MTEA before  
4 implementation. Principals shall notify Administrative Accountability of the vote  
5 in writing.  
6

7 c. As the result of the lengthening of the pupil day, students will be dismissed on  
8 the same five (5) full days on a districtwide basis. The time will be used for  
9 activities leading to improved academic achievements (e.g., staff planning, staff  
10 development, and teacher preparation/planning). The teachers on the staff shall  
11 determine the use of at least half of each release block and may decide that such  
12 time will be available for individual preparation/planning.  
13

14 d. The workdays/hours of full-time traveling music teachers will not be reduced  
15 because of the release day.  
16

#### 17 **4. COLLABORATIVE PLANNING TIME**

18  
19 a. Effective the 2006-2007 school year, provide two (2) hours of collaborative  
20 planning time each month for six (6) months each school year. The MPS  
21 administration shall designate the months. Teachers will be paid either the part-  
22 time certificated hourly rate or their individual hourly rate, whichever is  
23 appropriate.  
24

25 b. Each school's administration and learning team shall survey the faculty in  
26 accordance with Part IV, Section L, on organization day about collaborative  
27 planning needs. It will be the responsibility of the administration and learning  
28 team to digest the faculty involvement and present a year-long comprehensive plan  
29 to the staff no later than the second banking time day.  
30

31 c. The MPS and MTEA shall develop an assessment tool to be provided to the  
32 faculty of each school no later than October 1 to enable an evaluation by the school  
33 staff of the implementation of the Collaborative Planning Time plan. This survey  
34 shall be completed on record staff planning day at the end of the first semester and  
35 record day at the end of the second semester, collected by the MTEA building  
36 representative and shall be forwarded to MPS and MTEA. The MPS and MTEA  
37 will analyze the data and meet to review the results no later than thirty (30) days  
38 after receipt of the surveys.  
39

1 d. This agreement provides a commitment to a three (3)-year pilot which will  
2 sunset on June 30, 2009, unless renewed, extended, or modified by mutual  
3 agreement.  
4

5 **5. ADDITIONAL ASSIGNMENTS**  
6

7 a. In addition to the regular school day, teachers are required to perform  
8 collateral duties related to their teaching functions. Parent conferences, special  
9 help for students, faculty and/or departmental meetings and supervision of  
10 non-income producing activities which are of a schoolwide nature are examples of  
11 such collateral functions. One (1) open house per semester shall be considered part  
12 of a teacher's assignment. The dates of all open houses shall be announced to the  
13 teachers no later than the fifth workday of the school year.  
14

15 The Board will establish procedures to assure that students are not admitted to  
16 secondary buildings, before the regular student admission time, without  
17 permission. Exceptions to the above will be determined by the principal.  
18

19 When it is necessary for principals to assign secondary teachers within the school  
20 allocations to building and other necessary supervision before or after the normal  
21 workday, teachers will be paid at the part-time certificated rate with a guaranteed  
22 one-half (.5) hour of work. Teachers assigned to building and other necessary  
23 supervision prior to the normal workday will not be required to work more than  
24 one-half (.5) hour before the normal workday begins.  
25

26 Secondary teachers will be assigned from a list of volunteers on a rotational basis.  
27 When no volunteers are available, assignments may be made by the principal from  
28 the faculty on a rotational basis and paid as above. Assignment of non-volunteers  
29 to such assignments shall not exceed one (1) week in length and non-volunteers  
30 shall not be assigned supervision both before and after the normal workday.  
31

32 Nothing in this contract should be construed as discouraging attendance at or  
33 participation in, on a voluntary basis, activities of a professional nature such as  
34 clubs or community activities.  
35

36 Assignments shall be a continuance of the normal school day, except in the case of  
37 being assigned to a commencement exercise or an open house.  
38

1           b. 1) In elementary schools, teacher assignments to extracurricular activities of  
2 a schoolwide nature, for which no additional compensation is paid or released  
3 time allowed, shall not exceed three (3) hours per week. One (1) open house  
4 per semester, when scheduled, shall be considered part of a teacher's  
5 assignment. Nothing in this contract should be construed as discouraging  
6 attendance at or participation in, on a voluntary basis, activities of a  
7 professional nature, clubs, or community activities. The three (3)-hour  
8 provision is designed as a guide in making necessary assignments and is not to  
9 be interpreted as a weekly requirement. Such assignments should be within  
10 the teacher's field of interest to the extent feasible. Within the above  
11 provisions, faculty meetings may be called in accordance with past practice.  
12

13           2) In K-8 schools, teacher assignments to extracurricular activities of a  
14 schoolwide nature, for which no additional compensation is paid or release  
15 time allowed, shall not exceed two (2) hours per week. One (1) open house  
16 per semester, when scheduled, shall be considered part of a teacher's  
17 assignment. Nothing in this contract should be construed as discouraging  
18 attendance at or participation in, on a voluntary basis, activities of a  
19 professional nature, clubs, or community activities. The two (2)-hour  
20 provision is designed as a guide in making necessary assignments and is not to  
21 be interpreted as a weekly requirement. Such assignments should be within  
22 the teacher's field of interest to the extent feasible. Within the above  
23 provisions, faculty meetings may be called in accordance with past practice.  
24

25           c. Assignment of the three (3) hours shall be a continuance of the normal school  
26 day, except in the case of being assigned to an open house.  
27

28           d. All teachers may be required to attend faculty meetings or inservice sessions  
29 not to exceed two (2) hours per month, at the employee's work site. The content of  
30 such meetings or sessions shall be at the discretion of the Board and shall not be  
31 subject to Part IV, Section I. The time commitments specified in this paragraph are  
32 included in the time commitments required by the responsibilities in paragraphs a,  
33 b, and c. The administration shall notify the teachers of the dates of inservice and  
34 the expected duration of the inservice or faculty meeting at least one (1) calendar  
35 week prior to the inservice or faculty meeting date if it is to last longer than one (1)  
36 hour.  
37

38           6. **DEDUCTIONS.** All deductions for partial absences will be made on the basis of  
39 the eight (8)-hour day and forty (40)-hour week. However, it is recognized that the

1 teacher normally spends more than this minimum amount of time in the performance of  
2 his/her duties. The daily rate, for purposes of calculating deductions, would be the  
3 number of days in the employee's regular scheduled work year divided into the  
4 employee's annual salary.

5  
6 **7. ADDITIONAL PAID ASSIGNMENTS**

7  
8 a. Certificated staff members, who are assigned to extracurricular  
9 income-producing activities, such as plays, concerts, and evening dances,  
10 conducted by the school, other than those included under Appendices B and C,  
11 shall be compensated for such services at the prevailing hourly rate as adopted for  
12 part-time certificated assignment.

13  
14 b. Teachers who are asked to teach all or a part of a class, when the regular  
15 teacher is absent, shall be paid on the basis of the established part-time certificated  
16 rate properly prorated. Such compensation shall also be paid to teachers who  
17 substitute for the following: department chairpersons when they are absent for  
18 necessary attendance at central services meetings, teachers taking required physical  
19 examinations, teachers attending required central services meetings, and teachers  
20 absent for the music festival. Teachers in middle and high schools shall be  
21 authorized the part-time certificated rate when taking classes for others who are on  
22 field trips. This payment is authorized for assuming classes during the preparation  
23 period in addition to the teacher's normal class load. This provision shall be  
24 limited to a total of two thousand five hundred (2,500) secondary field trips each  
25 year.

26  
27 c. In the event a teacher is absent in a middle or high school and a substitute  
28 does not arrive in time or no substitute is available, or no substitute is being  
29 assigned, a teacher may be asked to cover the absent teacher's class from a list of  
30 volunteers which is kept in the office. In the event that the volunteer list is  
31 exhausted, teachers will be asked to cover classes on a rotating basis within subject  
32 area or on a general rotating basis if no teacher is available in a subject area.

33  
34 d. In the event a teacher is absent in an elementary school and a substitute does  
35 not arrive on time or no substitute is available or no substitute is being assigned, a  
36 regular classroom teacher may be assigned to be responsible for all or part of the  
37 absent teacher's class or a specialty teacher may be assigned, and he/she shall be  
38 compensated in accordance with paragraph b above.

1 e. The Board will review all possibilities of scheduling and making an effort to  
2 assure that the elementary school buses arrive and leave before the end of the  
3 teacher workday.  
4

5 f. If it becomes necessary to schedule elementary school bus departures after the  
6 end of the teacher workday, the Board agrees to meet with the MTEA to explain  
7 what efforts have been made in an attempt to correct the scheduling problem and  
8 the circumstances for the late buses and identify the particular schools involved.  
9

10 g. If it becomes necessary to schedule elementary regular non-activity buses to  
11 leave after the close of the teacher workday, student supervision shall be handled  
12 as follows:  
13

14 1) If teachers are utilized, volunteers shall be solicited from among staff  
15 assigned to the school.  
16

17 2) If there is an insufficient number of volunteers, principals will assign  
18 educational assistants in accordance with the educational assistant labor  
19 agreement.  
20

21 3) If an insufficient number of staff are available after following items 1 and  
22 2 above, principals will assign teachers in the same manner as assignment is  
23 made for student lunch supervision.  
24

25 4) Teachers will be paid at the part-time certificated rate of pay for such  
26 supervision with a minimum of fifteen (15) minutes' pay for each day.  
27

28 h. In elementary schools where bus supervision is necessary after the normal  
29 workday for a reason other than a scheduled departure after the end of the teacher  
30 workday and educational assistants are not available, teachers who accept the  
31 duties on a voluntary basis or are assigned on a rotational basis when there are no  
32 volunteers shall be paid at the part-time certificated rate for the time worked.  
33

## 34 8. LUNCH PERIOD

35  
36 a. Teachers shall be entitled to a duty-free lunch period equal in length to a  
37 normal class period in high school, no less than fifty (50) minutes in the middle  
38 school, and no less than one (1) hour in the elementary school. When an  
39 elementary teacher moves from one (1) school to another, he/she shall receive

1 travel time in addition to the lunch period. Where travel time is restricted between  
2 a morning and afternoon assignment, teachers shall be released fifteen (15) minutes  
3 prior to dismissal time. Kindergarten teachers, in lieu of being released fifteen (15)  
4 minutes prior to dismissal time, shall be paid one-half (.5) of an hour at the  
5 part-time certificated hourly rate for each day traveled. When hazardous  
6 conditions exist, kindergarten teachers who must travel to reach their afternoon  
7 school shall be released up to fifteen (15) minutes. One (1) teacher per lunchroom,  
8 supported by educational assistants within the limitations of the allocation, shall be  
9 used to supervise elementary school lunchrooms. However, if the principal, after  
10 consultation with the teaching staff, determines that the safety of the children  
11 requires additional supervision, he/she may assign an additional teacher per  
12 lunchroom for supervision. In the elementary school, where voluntary noon paid  
13 supervision is not in effect, assignment to noon supervision shall be made on a  
14 rotating basis with regular payment for such noon supervision prorated, with the  
15 provision that in no case shall such assignment be made for more than one-half (.5)  
16 of the lunch period.

17  
18 b. The school social workers, human relations community coordinators, human  
19 relations curriculum developers, and personnel assigned case management  
20 responsibilities shall have a duty-free lunch period of one (1) hour.

21  
22 c. If the lunch period as detailed above is changed as part of a modification of  
23 the student lunch period, the number of minutes reduced from the lunch period  
24 shall be commensurately reduced from the teacher day. The elementary school  
25 teacher lunch period shall not be reduced below forty-five (45) minutes.

26  
27 **9. DEPARTMENT CHAIRPERSON.** When a department has fifty (50) sections  
28 of classes or a major portion thereof, the chairperson of that department will be given a  
29 released period. If a department does not qualify, it will be combined with one (1) or  
30 more others to qualify for released time. Where small departments are combined to  
31 qualify for released time, every effort will be made to provide released time during the  
32 semester for these chairpersons. A released period for small departments may be shared  
33 on a proportional basis. If it is not possible to release a chairperson in the manner  
34 prescribed, a chairperson not so released will be paid in the following manner:

35  
36 Proportion of released period for this department multiplied by the number of days  
37 in the semester multiplied by the part-time certificated rate.  
38



1 If the chairperson prefers, he/she may, in lieu of payment, request release in  
2 succeeding semesters, if it is possible to program in this manner.

3  
4 **10. ROTATION OF DUTIES.** Study halls, hall duty, lunchroom duty, and  
5 attendance service shall be assigned so that individual teachers do not have to perform  
6 these duties year after year without being relieved when specially requested.

7  
8 **11. SECONDARY CLASSROOMS.** Principals shall attempt, where possible, to  
9 limit the number of classroom assignments, exclusive of homeroom, to three (3).  
10 However, it is recognized that with certain subject areas and programs, the attainment of  
11 this may not be possible.

12  
13 **C. SPECIAL EDUCATION CLASS SIZES**

14  
15 Minimum and maximum class sizes for special education students shall be those required by  
16 the Department of Public Instruction.

17  
18 **D. SPECIAL EDUCATION**

19  
20 1. To the extent possible, the administration will provide its best estimate as to  
21 which special education students are scheduled to be reassigned from elementary  
22 schools to middle schools or from middle schools to high schools. The estimate  
23 shall be provided to the receiving school by March 15 of the school year preceding  
24 the change in school assignment.

25  
26 2. Special education students shall be moved from elementary to middle schools or  
27 from middle schools to high schools previous to the end of the third grading period  
28 unless, through unusual circumstances, such a move could not be made or  
29 anticipated by that time and a later move would be deemed necessary and in the best  
30 interest of the student and/or classes involved.

31  
32 3. Regular education and special education teachers who work with any student  
33 examined by the health department who is found to have a health condition which  
34 may affect the student's school performance or impact on the teacher's health and  
35 safety shall be provided with an oral or written statement concerning such health  
36 condition to the extent that the district is provided with such information. The  
37 disclosure shall occur as soon as possible following the examination.

1 4. Special education itinerant teachers and diagnostic teachers shall be provided  
2 adequate travel time to go from one location to another.

3  
4 5. Effective with the 1996-97 school year, each special education classroom  
5 teacher who is not compensated for re-evaluation work through released time,  
6 reduced case/class loads, or otherwise shall be compensated one (1) hour per re-  
7 evaluation at the rate of one-tenth of one percent (0.1%) of the BA base per hour for  
8 each re-evaluation in excess of one (1) per school year.

9  
10 6. Teachers who have the responsibility for recordkeeping of special education  
11 students enrolled in work programs shall have the cumulative folders of such  
12 students available to the teacher within the school building to which the teacher is  
13 assigned.

14  
15 7. Teachers of severely handicapped pupils shall have the right to have their  
16 classes covered by an educational assistant, fellow teacher, or other person to permit  
17 them to attend to personal needs.

18  
19 8. When it becomes necessary to release the regular teacher or diagnostic teacher  
20 to meet with the multi-disciplinary team during the regular school day, provision  
21 shall be made to relieve such teacher from classroom responsibilities in accordance  
22 with Part IV, Section B(7).

23  
24 9. Teachers to whom students with special education needs have been assigned  
25 shall be provided multi-disciplinary team reports and educational assessments  
26 (excluding confidential information unrelated to the instructional needs based on  
27 state and federal law) that are meaningful to the teacher developing the classroom  
28 program for the child.

29  
30 10. Special education classrooms will meet the building code requirements of the  
31 city of Milwaukee. Teachers who feel that their classrooms do not meet this  
32 standard may bring this to the attention of their building administrator or file a  
33 complaint with the city building inspector.

34  
35 11. If the administration requires a special education teacher to use behavioral  
36 intervention techniques in his/her classroom, which necessitates expenditures, such  
37 expenditures shall be funded by the Board.

1 12. Expenses incurred with the approval of the program administrator in the  
2 training of visually impaired students by orientation and mobility specialists are  
3 reimbursable within the existing program budget.  
4

5 13. A joint Board/MTEA committee shall be formed during the 1990-91 school  
6 year to make recommendations on how to reduce current special education  
7 paperwork requirements and to evaluate the computerized IEP program.  
8

9 The committee shall prepare a report by January 1, 1992, for consideration by both  
10 parties.  
11

12 14. A joint Board/MTEA committee shall be formed during the 1990-91 school  
13 year to study mainstreaming and integration including regular education initiative.  
14 The committee shall prepare a report by January, 1992, for consideration by both  
15 parties.  
16

17 **E. BUILDING SECURITY**  
18

19 1. At the beginning of each school year, principals will review with teachers, the  
20 student disciplinary policy to be used in the school and will explain which  
21 administrator will be responsible for which grade level.  
22

23 2. When the regular resources of the school are inadequate to insure the physical  
24 safety of teachers, a designated administrator is expected to call central services for  
25 additional assistance; when the nature of the problem so indicates, call upon the  
26 Milwaukee Police Department.  
27

28 3. If the teachers feel a serious disturbance may develop, the principal shall  
29 provide an opportunity for the building representative to phone the MTEA office.  
30

31 4. The MTEA building representative shall be released from his/her assignment  
32 during crisis periods, so that communication with teachers on the facts of the  
33 incident is accurate.  
34

35 5. Any student making a direct or implied threat to any faculty member shall  
36 immediately be referred to the principal or his/her designee with a 72 card for  
37 disciplinary action. The principal or his/her designee shall exclude that student from  
38 the teacher's class or assignment until a conference is held between the student, the

1 parent, the principal, and the teacher involved. Upon request of the teacher, the  
2 principal shall notify the Milwaukee Police Department.

3  
4 6. Any student working to undermine the discipline in a school, either through direct  
5 action or the distribution of unauthorized publications, shall immediately be referred to  
6 the principal.

7  
8 7. All teachers and MTEA staff who are issued identification cards shall show such  
9 cards upon request. All other persons authorized to be at any school shall have a school  
10 system identification card or permission from the principal in writing. When a person  
11 not so authorized refuses to leave the building, appropriate action shall be taken by the  
12 principal or his/her designee; and, where the situation warrants, the Milwaukee Police  
13 Department will be utilized. The MTEA staff representatives shall be furnished an  
14 identification card from central services.

15  
16 8. In schools having problems with unauthorized persons in the hall who are a threat  
17 to the physical safety of teachers, additional personnel shall be used.

18  
19 9. No teacher shall be required to subject himself/herself to any clear or imminent  
20 danger to his/her safety.

21  
22 **F. DISCIPLINE**

23  
24 1. When student conduct presents a threat to the physical safety of teachers,  
25 administrators shall take appropriate steps including the immediate removal of the  
26 students from the classroom to protect the physical safety of the teacher in accordance  
27 with the Board's legal obligation and responsibility.

28  
29 2. When a teacher who has been physically assaulted recommends the suspension of  
30 the student assailant, the student will normally be suspended. If the principal elects not  
31 to suspend the student, the teacher who was assaulted may appeal the principal's  
32 decision to the director, Department of Administrative Accountability, or administrative  
33 specialist.

34  
35 When the teacher recommends a particular disciplinary action for a student who poses a  
36 physical threat to the teacher's safety and the administrator processing the referral does  
37 not concur, the administrator shall communicate with the teacher in writing why he/she  
38 did not follow the recommendation.

1 3. Students who are or have been suspended from school for posing a threat to the  
2 physical safety of a teacher(s) shall be excluded from the building and prohibited from  
3 attending all classes and all other activities held at school. The student(s) shall remain  
4 under immediate administrative supervision until the parent is contacted and the student  
5 can be sent home or until the end of the school day (whichever comes first). In all  
6 suspension cases, the suspended student(s) shall be escorted out of the building. If the  
7 student(s) refuses to leave the school and/or grounds, and administrative means  
8 exclusive of the use of teacher(s), or assistant(s) proves inadequate to remove the  
9 student(s), other appropriate assistance shall be utilized. Prior to the reinstatement of  
10 the student(s), the teacher and the administrators handling the matter shall confer with  
11 regard thereto.  
12

13 4. Where necessary, appropriate personnel shall be available to escort students  
14 referred for disciplinary action to the office when the student's conduct poses a threat to  
15 the teacher's physical safety.  
16

17 5. The administrator shall exclude from a particular class, any pupil whose  
18 threatening conduct has proven to be a constant discipline problem and has not been  
19 corrected through previous referrals until a conference can be conducted with the pupil,  
20 teacher, principal, and/or other administrator under his/her direction and any other  
21 specialist dealing with the problem student.  
22

23 6. If the problem is not resolved by the previous steps, the matter shall be referred to  
24 the director, Division of Student Services, for appropriate disposition.  
25

26 7. Any reasonable and appropriate means including the use of physical force may be  
27 used by school personnel to prevent a threatened breach of discipline or to stop a  
28 continuing breach of discipline. It is expected that physical force will be used only  
29 when other means for preventing a breach of discipline or stopping its continuance have  
30 been ineffective. Any reasonable and appropriate means, but not including the use of  
31 physical force (corporal punishment) may be used in relation to any breach of discipline  
32 which has been completed. Corporal punishment may not be used; however, reasonable  
33 physical force may be used in self-defense. Self-defense is permissible where a teacher  
34 finds it necessary to defend himself/herself or a third person, where the teacher  
35 reasonably believes that such action is necessary for the safety of himself/herself or a  
36 third person. Self-defense means the use of such force as is necessary to protect oneself.  
37 It does not mean that any additional force may be used or that force may be used after  
38 the individual is no longer in danger.  
39

1           **8. DISRUPTIVE BEHAVIOR MEASURES**  
2

3           a. Students, who interfere with the educational process by repeated refusal to  
4 follow school rules, shall promptly be subject to one (1) or more available  
5 measures for changing unacceptable behavior; such as, but not limited to,  
6 counseling, demerit systems, detentions, withdrawal of privileges, student  
7 contracts, parent contacts (whether in writing, by phone, or in person), buddy  
8 systems, peer counseling, behavior classes, timeout room, modified curricula  
9 concentrating on reading and verbal skills, or in-school suspension. Alternative  
10 measures such as these should be utilized prior to out-of-school suspension,  
11 except in instances where there has been a serious breach of discipline.  
12

13           b. Students whose serious or continuous breaches of discipline presents a  
14 danger to the safety of one (1) or more teachers, or who bring weapons to  
15 school, shall be disciplined in accordance with the Parent/Student Handbook on  
16 Rights, Responsibilities, and Discipline (August, 1989, edition).  
17

18           c. If alternative measures as in paragraph a above and out-of-school  
19 suspensions are unsuccessful in improving the behavior of a chronically  
20 disruptive student, more intensive corrective measures shall be taken including  
21 the use of support personnel for special counseling, and, if space is available,  
22 remedial and/or behavior modification classes either at the student's school or at  
23 an appropriate alternative site. Additional funding for alternative elementary  
24 and secondary sites may be sought in accordance with Part I, Section C(2)(b).  
25

26           d. All alleged violations of Part IV, Section F(8), may be grieved through the  
27 third step of the grievance procedure.  
28

29           **G. PROCEDURE FOR SCHOOLS WITH SPECIAL PROBLEMS**  
30

31           When conditions in any school evidence a potential threat to the physical safety of the  
32 teachers and/or would interfere with the working conditions as set forth in the contract,  
33 the following procedure shall apply:  
34

35           **1. MTEA INVOLVEMENT**  
36

37           a. When the MTEA is informed by teachers or other sources that such  
38 conditions exist within any school, the MTEA shall immediately investigate the  
39 situation and notify the director, Department of Administrative Services, or

1 administrative specialist they are going to be in the building. Such investigation  
2 shall include meetings with the principal and with members of the faculty and  
3 any other persons who may have information pertaining to the investigation.  
4 Within thirty (30) workdays of the notification of the investigation, the MTEA  
5 shall inform the administration of its findings in writing.  
6

7 b. If after such investigation, the MTEA feels that the teachers' concerns are  
8 justified and require consideration, they shall file a written statement of the  
9 results to their investigation within five (5) workdays to the Office of the  
10 Superintendent.  
11

## 12 2. ADMINISTRATIVE VERIFICATION

13

14 a. Within two (2) workdays after the receipt of the MTEA's investigation  
15 report, a three (3)-person administrative task force appointed by the  
16 superintendent shall investigate the conditions in the building. The  
17 administration shall notify the MTEA that they are going to conduct such  
18 investigation. Within three (3) days thereafter, the administrative task force  
19 shall report in writing to the superintendent the conditions which exist.  
20

21 b. The administrative task force shall be authorized to call upon any division  
22 or department for advice and counsel and upon representatives of the MTEA in  
23 making such investigation.  
24

## 25 3. CONFERENCE WITH SUPERINTENDENT

26

27 a. Within two (2) workdays upon the request of the MTEA, the  
28 superintendent or deputy superintendent shall hold a conference with the  
29 administration and the executive director of the MTEA; both parties shall share  
30 the information obtained from their respective investigation and reports. The  
31 administration shall verbally share those conditions that they found to exist  
32 independent of what the MTEA found. The parties will make every effort to  
33 resolve the matter informally.  
34

35 b. Within three (3) workdays following the close of the conference, the  
36 superintendent shall notify all parties of his/her decision and the manner in  
37 which it shall be effected in writing.  
38

1 4. **BOARD CONSIDERATION.** Where the matter is not resolved by the action  
2 of the superintendent, it shall be reported to the appropriate Board committee at its  
3 next regular meeting by the superintendent, at which time the MTEA will be given  
4 an opportunity to be heard.

5  
6 **H. EXPERIENCE CREDIT FOR TEACHERS**  
7

8 1. Upon employment, teachers shall be given one (1) increment for each year of  
9 creditable outside service in accordance with Appendix A.

10  
11 2. Teaching experience, as an intern or as a member of the National Teacher Corps,  
12 in the Milwaukee Public Schools, will be given full credit consideration in accordance  
13 with Appendix A. This will involve the shifting of anniversary dates at the time of  
14 appointment to the beginning of the second semester if employed during the first  
15 semester or the beginning of the first semester if employed during the second semester.

16  
17 3. Teaching experience as a substitute teacher, teaching ninety (90) or more days a  
18 school year in the Milwaukee Public Schools shall be given full credit consideration in  
19 accordance with Appendix A when being employed as a regular teacher. Substitute  
20 teachers will be given full credit consideration for inservice courses taken during a  
21 semester in which they have served for sixty (60) or more days if employed as a regular  
22 teacher.

23  
24 4. Experience as a member of the Peace Corps or teaching experience with the  
25 Armed Forces Dependent Schools will be given experience credit in a manner similar to  
26 that given honorable military service. Credit for honorable military service shall be  
27 granted equal to one (1) service increment for each nine (9) months of active service in  
28 accordance with Appendix A.

29  
30 5. Where a teacher presents proof to Compensation, P.O. Box 2181, Milwaukee, WI  
31 53201-2181, of additional teaching experience and/or college or inservice credits which  
32 would warrant his/her being upgraded to a higher pay schedule, such increased pay shall  
33 be retroactively granted to the beginning of the semester in which the teacher filed the  
34 credits with Compensation, P.O. Box 2181, Milwaukee, WI 53201-2181.

35  
36 Upon satisfactory completion of credits that will make a teacher eligible for  
37 reclassification, required documentation must be submitted to Compensation, P.O. Box  
38 2181, Milwaukee, WI 53201-2181, in order to receive the reclassification. It is the  
39 teacher's responsibility to insure that this department receives all required evidence of



1 training for salary advancement. The reclassification will be retroactive if the  
2 documentation is received by this department before the following dates (semester dates  
3 referred to are always Milwaukee Public Schools semesters).  
4

5 **FALL CREDITS** - The reclassification which results from credits completed during  
6 the fall semester will be retroactive to the beginning of that semester if documentation is  
7 received before April 1 of the immediately following semester.  
8

9 **SPRING CREDITS** - The reclassification which results from credits completed during  
10 the spring semester will be retroactive to the beginning of that semester if  
11 documentation is received before the first day of the immediately following fall  
12 semester.  
13

14 **SUMMER CREDITS** - The reclassification which results from credits completed  
15 during the Milwaukee Public Schools summer recess will be retroactive to the  
16 beginning of the immediately following fall semester if documentation is received  
17 before the end of that fall semester.  
18

19 If the required documentation is received after the above deadlines, the reclassification  
20 will be retroactive to the beginning of the semester in which the documentation was  
21 received. If the documentation is received during the Milwaukee Public Schools  
22 summer recess, reclassification is effective at the beginning of the immediately  
23 following fall semester.  
24

25 The documentation required for a college course is an official transcript from the school  
26 at which the course was taken. However, if the completion of a course will result in a  
27 reclassification, the teacher may temporarily use an official grade report. When a grade  
28 report is used, an official transcript must be submitted before the end of the semester  
29 following the semester in which the course was taken. Failure to comply with this  
30 requirement will result in retroactive withdrawal of reclassification.  
31

32 Reclassification will be granted in accordance with Part IV, Section H(5), even if the  
33 applicable deadline is not met if the teacher submits a receipt or other similar  
34 documentation, proving that a transcript from the applicable educational institution was  
35 ordered to be sent to the Board at least thirty (30) days prior to such deadline. Teachers  
36 who file a transcript at the Board office and desire verification of receipt may submit an  
37 additional copy of the transcript for contemporaneous time stamping.  
38

39 6. Present basic provisions for evaluation of professional training shall be retained.

1  
2 7. Postgraduate work performed by teachers to obtain primary and/or junior level  
3 Montessori certification shall be granted college credits for advancement on the salary  
4 schedule.

5  
6 Currently employed Montessori teachers shall have their postgraduate Montessori  
7 certification courses retroactively evaluated and the credits applied for salary division  
8 advancement. Such certification shall be limited to the equivalent of thirty (30) college  
9 credits for reclassification purposes.

10  
11 8. Occupational and physical therapists shall be allowed college credits toward  
12 advancement on the salary schedule for each of the following courses: Neuro-Muscular  
13 Developmental Training and the Aryes Sensory Integration Dysfunction Certification  
14 Workshop and other courses approved by the Department of Special Services. Courses  
15 taken prior to July 1, 1982, will be evaluated and the credits applied toward salary  
16 division advancement.

17  
18 **I. INSERVICE AND TUITION REIMBURSEMENT**

19  
20 **1. INSERVICE**

21  
22 a. The Board and the MTEA agree that annual inservice needs exist for the  
23 professional staff. As part of developing an annual inservice training program,  
24 teachers once every other year shall be surveyed as to suggestions for courses  
25 for inservice training. Where teachers are hired to teach the courses, they will  
26 be paid their individual hourly rate.

27  
28 b. Where inservice is deemed to be necessary, teachers will be paid for  
29 inservice as follows:

30  
31 1) At their regular daily rate when the inservice is done during regular  
32 work hours.

33  
34 2) At the part-time certificated rate when the inservice is done after  
35 school during a regular workday.

36  
37 3) At their regular daily rate when the inservice is done on Saturdays or  
38 during the summer.  
39

1 The teacher may choose to receive inservice credit rather than payment for the  
2 inservice.

3  
4 c. When voluntary inservice is scheduled:

5  
6 1) Inservice activities may be conducted on any day except Sundays,  
7 holidays, or recess periods (i.e., winter recess, spring recess, MTEA  
8 Convention).

9  
10 2) It shall be scheduled for a time not to exceed the normal workday if  
11 conducted on Saturdays or during the summer. One (1) hour within the day  
12 will be set aside as a paid break if the inservice is greater than five (5)  
13 hours in length.

14  
15 3) If the inservice is more than two and one-half (2.5) hours and five (5)  
16 hours or less, teachers will be entitled to a paid fifteen (15)-minute break.

17  
18 4) The MTEA shall receive a minimum of ten (10) workdays' notice of  
19 all inservice activities that are conducted outside the teacher's regularly  
20 scheduled workday.

21  
22 5) Any exceptions to the foregoing shall require prior written agreement  
23 with the MTEA.

24  
25 **2. SPECIAL EDUCATION TRAINING.** Upon recommendation of the  
26 superintendent, teachers wishing to take accredited courses in order to qualify for  
27 teaching special education classes may have their tuition and books paid for, after  
28 completion of the course, by the Board, within budgeted limits, subject to the following  
29 limitations:

30  
31 a. The accredited courses must be taken on the teacher's own time.

32  
33 b. The teacher may be given such tuition and reimbursement for courses not  
34 exceeding eighteen (18) credits.

35  
36 c. The teacher must earn acceptable grades in the courses taken.

37  
38 d. Any credits earned under this program will be counted in establishing  
39 salary steps.

1  
2 e. Intern and permit teachers hired after the ratification of the 2005-2007  
3 contract, receiving such reimbursement, must agree to remain with the district  
4 in a special education teaching position for a minimum of two (2) years after  
5 certification. Failure to do so will result in repayment of the reimbursed  
6 monies.  
7

8 **3. READING TRAINING.** The Board shall provide tuition reimbursement  
9 within budgeted limits for elementary teachers who do not have six (6) hours in  
10 reading and who wish to take such hours, subject to the following conditions:  
11

- 12 a. Courses are to be taken on the teacher's own time.
- 13
- 14 b. Teachers may be given tuition for the appropriate courses not exceeding six  
15 (6) hours.
- 16
- 17 c. Teachers must earn acceptable grades in the courses.
- 18
- 19 d. Hours earned will be counted toward salary adjustments.  
20

21 **4. HEALTH TUITION.** Employees presently teaching health or interested in  
22 teaching health, who are not certified to teach health, may apply for tuition  
23 reimbursement for courses leading to certification. The standard policy for tuition  
24 reimbursement as for other courses shall be followed. A sum of two thousand dollars  
25 (\$2,000) shall be allocated per year.  
26

27 **5. MATHEMATICS AND OTHER NEEDED CERTIFICATION.** Employees  
28 interested in teaching mathematics who are not certified in the area may apply for  
29 tuition reimbursement for courses leading to certification. In addition, the Board, from  
30 time to time, may identify other areas of certification or training for which  
31 reimbursement will be granted. Notification shall be given to the MTEA of the new  
32 areas of certification and/or training. Tuition reimbursement will be provided based on  
33 the following:  
34

- 35 a. Courses are to be taken on the teacher's own time.
- 36
- 37 b. Teachers must earn acceptable grades in the courses.
- 38
- 39 c. Hours earned will be counted toward salary adjustments.

1  
2 A sum of five thousand dollars (\$5,000) shall be allocated per year.  
3

4 **J. NEW TEACHERS AND SCHOOL SOCIAL WORKERS ORIENTATION**  
5

6 1. If the Board conducts a program for the introduction of new teachers and social  
7 workers into the system, up to three (3) days of orientation prior to the beginning of  
8 the employee's work year shall be provided. All new teachers and social workers  
9 involved in any orientation program will be compensated at their daily rate of pay.  
10

11 2. New employees shall be given an individual written contract together with a  
12 copy of this document developed through negotiations with the MTEA. The terms  
13 and provisions of each teacher's individual contract shall be in conformity with the  
14 terms and provisions of the negotiated contract between the Board and the MTEA.  
15

16 3. Where teachers are employed in Division A, a written explanation of their status  
17 and the future application of the salary schedule shall be made.  
18

19 4. Any experienced employee involved in any orientation program will do so on a  
20 voluntary basis and will be compensated at his/her daily rate of pay.  
21

22 **K. FACULTY LOUNGES**  
23

24 The Board shall continue to make available a room or rooms appropriately furnished for  
25 use as a faculty lounge.  
26

27 **L. TEACHER INVOLVEMENT**  
28

29 The involvement of teachers in the decision-making process is vital to the continued  
30 improvement of the educational program. This involvement must provide meaningful  
31 opportunities for input of ideas, needs, and goals of all groups affected, rather than a vote  
32 on the issue. The decision is the responsibility of the administrators held accountable.  
33 This section shall be subject to arbitration, but the arbitrator shall make no retroactive  
34 award.  
35

36 **M. TEACHER AND SCHOOL SOCIAL WORKER EVALUATIONS**  
37

38 1. The name(s) of the administrative evaluator(s) primarily responsible for the  
39 evaluation and who shall sign the evaluation shall be made known to the employee in

1 writing within thirty (30) days of the commencement of the school year. Bargaining unit  
2 employees shall not evaluate other bargaining unit employees.

3  
4 2. New teachers shall be employed on probation for three (3) years pursuant to the  
5 terms of a one (1)-year individual contract. Said contract shall automatically be  
6 renewed unless terminated, in accordance with the provisions of this section. Upon  
7 attaining their fourth contract, teachers shall achieve tenure status. All non-tenured  
8 teachers shall receive a written evaluation at least once per year during the first three  
9 (3) years of employment.

10  
11 3. After permanent tenure status has been reached, evaluation shall be made as  
12 follows:

13  
14 a. Annually for the first two (2) years under such status.

15  
16 b. At three (3)-year intervals thereafter.

17  
18 4. The evaluator(s), when making his/her report, shall use the teacher evaluation form  
19 and identify the overall status which most nearly characterizes the teacher for whom the  
20 evaluation is being made, and a complete written statement shall be submitted in  
21 support of his/her appraisal. This evaluation should be based upon and should include  
22 all of the following:

23  
24 a. A sufficient number of classroom visitations, observations, and personal  
25 conferences.

26  
27 b. An analysis of points of strength and weakness, with specific examples.

28  
29 c. Definite suggestions for ways in which improvement may be made, if such  
30 be necessary.

31  
32 Written feedback to the teacher must follow a formal observation. This feedback must  
33 be provided by the evaluator on either the mutually agreed upon observation form or by  
34 a summary narrative which addresses each expectation on the observation form. Upon  
35 the request of a teacher, a post-observation conference must be held after every formal  
36 observation which occurs.

37  
38 5. The teacher shall be informed of his/her status and the meaning of any evaluation  
39 report by the evaluator(s) before it is submitted to central services. He/she shall be

1 permitted to copy the evaluation report and be allowed forty-eight (48) hours to study  
2 the evaluator(s) comments and respond in writing to them, if the teacher so desires.  
3 Any written response by the teacher shall be made a part of the original evaluation  
4 report and shall remain in the teacher's evaluation file in central services. Teachers will  
5 be requested to sign the evaluation report. The teacher's signature does not indicate  
6 approval, but merely that it has been reviewed as set forth above. The evaluator(s) may  
7 file and the teacher may request a special evaluation at a time other than the specified  
8 times for evaluations.

9  
10 6. In the event a teacher receives a satisfactory evaluation with an attachment where  
11 the evaluator(s) recommends a transfer should be taken under advisement, the teacher  
12 shall specify in writing on the attachment whether he/she concurs in the  
13 recommendation for transfer. Where the teacher does not concur and upon request of  
14 the evaluator(s) or teacher, the MTEA and the director, Department of Administrative  
15 Accountability, or administrative specialist shall confer in the building with all parties  
16 to resolve the problem. If, as a result of the conference, the director, Department of  
17 Administrative Accountability, or administrative specialist concurs in the  
18 recommendation of the evaluator(s) and before any action is taken in the matter, they  
19 shall:

20  
21 a. Notify the teacher and the MTEA within ten (10) workdays in advance that  
22 a conference has been scheduled with the superintendent or his/her designee  
23 involving the teacher, MTEA, the evaluator(s), and the director, Department of  
24 Administrative Accountability, or administrative specialist. The notice will  
25 include a statement of the problem. The purpose of the conference shall be to  
26 explore possible areas of assistance necessary to overcome the difficulties  
27 which have been referred to in the evaluation report.

28  
29 b. The decision of the superintendent or his/her designee shall be reduced to  
30 writing and, together with the reasons, furnished to the teacher and MTEA. If  
31 the MTEA and/or the teacher are not in agreement with the decision, the MTEA  
32 may proceed through the final step of the grievance procedure, starting at the  
33 third step.

34  
35 7. In the event the "Professional Growth Plan" is checked on the evaluation form, the  
36 teacher and the evaluator will meet to develop a joint professional growth plan.  
37 However, if the evaluator(s) and the teacher are unable to agree on a joint plan or the  
38 teacher is not willing to participate in its development, the evaluator(s) will develop a  
39 professional growth plan for the teacher. The professional growth plan should include

1 areas of concern, suggestions for remediation, assistance, resources, and goals. It is  
2 expected that the evaluator(s) and the teacher will meet periodically during the ensuing  
3 school year to review the teacher's progress with respect to this plan.  
4

5 8. In the event a teacher receives an unsatisfactory evaluation and the teacher does  
6 not concur, upon request of the evaluator(s) or teacher, the MTEA and the director,  
7 Department of Administrative Accountability, or administrative specialist shall  
8 confer in the building with all parties to attempt to resolve the problem. If, as a  
9 result of the conference, the director, Department of Administrative Accountability,  
10 or administrative specialist concurs in the recommendation of the evaluator(s) then  
11 before any action is taken in the matter, the director, Department of Administrative  
12 Accountability, or administrative specialist shall inform the teacher by letter that the  
13 unsatisfactory evaluation constitutes a recommendation for non-renewal, if a non-  
14 tenured teacher, or termination, if a tenured teacher, in the Milwaukee Public  
15 Schools. The letter shall also state the fact that the teacher has ten (10) workdays to  
16 request a hearing before the superintendent or his/her designee on the matter. The  
17 MTEA shall receive a copy of this letter. If the teacher requests a hearing, he/she  
18 shall be sent a notice of the date set for the hearing and the charges involved. The  
19 MTEA shall be sent a copy of this notice at least three (3) workdays prior to the  
20 hearing.  
21

22 a. The hearing shall be held within ten (10) workdays to hear the charges and  
23 the responses before the superintendent or his/her designee, at which time the  
24 teacher may be represented by the MTEA, legal counsel, or any other person of  
25 his/her choosing. Within five (5) workdays of the hearing, the teacher and  
26 MTEA shall be notified of the decision relative to the charges in writing and  
27 reasons substantiating such decision. Such decision shall be signed by the  
28 superintendent. Where the MTEA requests a delay in conferences beyond the  
29 time limits of the contract, all dates used in this paragraph will be adjusted to  
30 reflect this delay.  
31

32 b. A non-tenured teacher may appeal the decision through the final step of the  
33 grievance procedure in accordance with Part IV, Section M(10)(11), and (12).  
34

35 c. The decision for dismissal of the tenured teacher shall be forwarded to the  
36 full Board to follow the established procedure, as set forth in the statutes. A  
37 teacher who elects to proceed to arbitration shall be considered to have waived  
38 the right to pursue this matter in the courts, except as provided in Chapter 298,  
39 Wisconsin Statutes.



1  
2 9. Where the evaluator(s) evaluates a teacher on an unsatisfactory evaluation and the  
3 charges are substantiated, the superintendent or his/her designee may recommend  
4 reassignment of the teacher or retention of the teacher in the same assignment. The  
5 superintendent or his/her designee shall state the disposition of the recommendation in  
6 all records accompanying the unsatisfactory evaluation. Where the charges are not  
7 substantiated, the appropriate evaluation shall be made and filed as a replacement.  
8

9 10. In the event the superintendent decides to recommend that the teacher's contract  
10 not be renewed if non-tenured or terminated if tenured for the subsequent school year,  
11 he/she shall, by April 1, notify the Board with a copy to the teacher of the  
12 recommendation, together with the specific reasons upon which he/she relied. He/she  
13 shall notify the teacher that he/she may, within five (5) workdays request a full and fair  
14 hearing before the Personnel Committee if non-tenured and before the full Board if  
15 tenured. Any hearing so requested shall be held prior to April 30. The decision of the  
16 Committee shall be in writing and shall contain the specific reasons for the decision. It  
17 shall be served upon the teacher and his/her representative as soon as possible, but in no  
18 case later than May 15.  
19

20 11. Should there be any dispute between the MTEA and the administration concerning  
21 just cause for their action, it shall be subject to final and binding arbitration, in  
22 accordance with the final step of the grievance procedure. The parties to this contract  
23 shall make all reasonable efforts to conclude the arbitration hearing prior to June 15.  
24 The arbitrator shall be requested to issue his/her decision prior to July 15.  
25

26 12. A non-tenured teacher, hired for the fall semester, who receives an unsatisfactory  
27 evaluation, may, with the consent of the administration, waive the April 1 notice date.  
28 June 1 shall become the new notice date. Any new teacher hired for the spring semester  
29 who receives an unsatisfactory evaluation shall have June 1 as the notice date. Where  
30 any teacher receives June 1 as his/her notice date, the following time schedule shall  
31 prevail:  
32

33 July 15 -- Hearing before the Personnel Committee

34 July 20 -- Decision by Committee

35 August 5 -- Arbitration hearing

36 August 15 -- Arbitrator's decision  
37  
38  
39

1  
2 13. Day-to-day assignment of teachers may only be used during that period necessary  
3 to find another appropriate, professional assignment, except as to teachers who have not  
4 been initially assigned to a particular building. When a period of time exists in which it  
5 is necessary to make day-to-day assignments of appointed teachers, the following  
6 procedures shall be implemented:  
7

8 a. The substitute dispatch office shall make every effort to place appointed  
9 teachers in appropriate assignments of a longer duration, especially assignments  
10 which may develop as vacancies.  
11

12 b. The evaluator(s) at a school to which an appointed teacher is assigned shall  
13 be notified. The evaluator(s) shall evaluate the teacher on each assignment in  
14 accordance with the provisions of the contract.  
15

16 c. An evaluation in a long-term assignment, forty-five (45) days or longer,  
17 shall comply with the procedures established for regularly assigned teachers.  
18

19 d. A teacher in a short-term assignment may be evaluated after one (1) day of  
20 service, but shall be evaluated after three (3) days of service. A yearly  
21 evaluation based upon a compilation of the individual short-term evaluations  
22 shall be made by the MPS Department of Human Resources. Any adverse  
23 short-term evaluations shall be made known to the teacher and the teacher shall  
24 have an opportunity to have a conference with the evaluator(s) to discuss the  
25 evaluation.  
26

27 14. Teachers shall have the right to see all information in their personnel folder,  
28 relating to their performance during employment in the Milwaukee Public Schools,  
29 including all evaluation records and information about a teacher's performance placed  
30 into files other than the personnel folder, such as in the general correspondence file,  
31 where indexed to the personnel file.  
32

33 When any document is retained by the administrator, the administrator shall do one (1)  
34 of the following:  
35

36 a. Give notification to the teacher of the document.  
37

38 b. Indicate on the document, "Teacher not notified -- not indexed to personnel  
39 file," date and sign such notation.

1  
2 Any document so labeled or filed without a teacher's knowledge shall not be  
3 used against the teacher without first notifying the teacher. The pre-  
4 employment recommendations and the pre-employment practice teaching  
5 evaluations are to be confidential and not subject to review by the teacher.  
6

7 Any recommendation letter of a principal, written specifically as a part of the  
8 application procedure for a non-unit position, shall not be considered as a part  
9 of the teacher's evaluation record and normally need not be shown to the  
10 teacher. It is understood that the MTEA, as the bargaining agent for all  
11 teachers, shall have the right to review a teacher's personnel folder when the  
12 need arises, with the teacher's consent, and such review shall be considered as a  
13 function of the collective bargaining agent's responsibilities.  
14

## 15 **N. ALLEGATIONS OF MISCONDUCT**

16

17 1. **MISCONDUCT.** No teacher shall be suspended, discharged, or otherwise  
18 penalized, except for "just cause." No teacher shall be involuntarily transferred, non-  
19 renewed, or placed on a day-to-day assignment as a disciplinary measure. In the event a  
20 teacher is accused of misconduct in connection with his/her employment, the  
21 accusation, except in emergency cases as referred to herein, shall be processed as  
22 follows:  
23

24 a. The principal or supervisor shall promptly notify the teacher on a form  
25 memo that an accusation has been made against the teacher, which if true, could  
26 result in proceedings under Part IV, Section N, of the contract. The memo will  
27 also indicate that it will be necessary to confer on the matter and that at such  
28 conference the teacher will be allowed to be represented by the MTEA, legal  
29 counsel, or any other person of his/her choice. This notice shall be followed by  
30 a scheduled personal conference during which the teacher will be informed of  
31 the nature of the charges of alleged misconduct in an effort to resolve the  
32 matter. Resolution of "day-to-day" problems which do not have a reasonable  
33 expectation of becoming serious will not necessitate a written memo.  
34

35 b. If the matter cannot be resolved under subsection a, the principal or  
36 supervisor, within five (5) workdays of the conclusion of such conference, shall  
37 specify the charges in writing and provide them to the teacher and the MTEA,  
38 with a copy to the director, Department of Administrative Accountability, or  
39 administrative specialist. The director, Department of Administrative

1 Accountability, or administrative specialist shall hold a conference on a date  
2 which is both agreeable to the MTEA or the alternative primary representative  
3 of the teacher and within ten (10) workdays after the receipt of the principal's or  
4 supervisor's letter by the MTEA. The teacher may be represented at the  
5 conference by the MTEA, legal counsel, or any other person of his/her choice.  
6

7 c. If the matter is not resolved in this manner, a hearing shall be held within  
8 ten (10) workdays to hear the charges and the response before the executive  
9 director of the MPS Department of Human Resources or his/her designee, at  
10 which time the teacher may be represented by the MTEA, legal counsel, or any  
11 other person of his/her choosing. Within five (5) workdays of the hearing, the  
12 teacher and the MTEA shall be notified of the decision relative to the charges in  
13 writing and the reasons substantiating such decision.  
14

15 d. The superintendent shall, within five (5) workdays, review the decision of  
16 the executive director of the MPS Department of Human Resources or his/her  
17 designee and issue his/her decision thereon. The MTEA may, within ten (10)  
18 workdays, invoke arbitration, as set forth in the final step of the grievance  
19 procedure in cases not involving a recommendation for dismissal or suspension.  
20 A teacher who elects to proceed to arbitration shall be considered to have  
21 waived the right to pursue the matter in the courts, except as provided in  
22 Chapter 788, Wisconsin Statutes.  
23

24 e. 1) **NON-TENURED.** Where the superintendent, after review of the  
25 MPS Department of Human Resources' executive director's  
26 recommendation, recommends dismissal of a non-tenured teacher or  
27 suspension of a teacher, the teacher may, within ten (10) workdays of  
28 receipt of the decision of the superintendent, request a hearing before the  
29 Personnel Committee which shall be held within forty-five (45) workdays  
30 of the request. The Committee, after a full and fair hearing which shall be  
31 public or private, at the teacher's request, shall make a written decision  
32 specifying its reasons and the action and recommendations, prior to the  
33 next full meeting of the Board.  
34

35 2) **TENURED TEACHER.** In any case where the superintendent, after  
36 review of the MPS Department of Human Resources' executive director's  
37 recommendation, recommends dismissal of a tenured teacher, the matter  
38 shall be processed in accordance with the provisions of this section, except

1 that the full Board, rather than the Personnel Committee, shall conduct the  
2 hearing.

3  
4 f. The MTEA may, within ten (10) workdays, invoke arbitration, as set forth  
5 in the final step of the grievance procedure. A teacher who elects to proceed to  
6 arbitration shall be considered to have waived the right to pursue the matter in  
7 the courts, except as provided in Chapter 788, Wisconsin Statutes.

8  
9 g. To accommodate scheduling conflicts, the time limits of the misconduct  
10 procedure may be modified, on a case-by-case basis, by the mutual consent of  
11 the parties responsible for scheduling at the particular step of the procedure  
12 where the scheduling conflict arises.

13  
14 2. **EMERGENCY SITUATIONS.** When an allegation of serious misconduct  
15 which is related to his/her employment is made, the administration may conduct an  
16 administrative inquiry which would include ordering the teacher to central services or  
17 authorizing him/her to go home for a period not to exceed three (3) days. Authority to  
18 order an employee to absent himself/herself from work shall be vested in the  
19 superintendent or his/her designee. The administration shall notify the MTEA as to the  
20 identification of its designees. In no case can the designee be a member of the  
21 bargaining unit. The MTEA shall be notified previous to the decision. No teacher shall  
22 be temporarily suspended prior to the administrative inquiry, nor without the  
23 opportunity to respond to the charges and have representation of his/her choice as set  
24 forth above. No teacher may be suspended unless a delay beyond the period of the  
25 administrative inquiry is necessary for one (1) of the following reasons:

- 26  
27 a. The delay is requested by the teacher.  
28  
29 b. The delay is necessitated by criminal proceedings involving the teacher.  
30  
31 c. Where, after the administrative inquiry, probable cause is found to believe  
32 that the teacher may have engaged in serious misconduct.

33  
34 In the event the teacher suspended is cleared of the charges, he/she shall be  
35 compensated in full for all salary lost during the period of suspension, minus  
36 any interim earnings. At the conclusion of the administration's inquiry,  
37 hearings of the resultant charges, if any, shall be conducted in accordance with  
38 Part IV, Section N(1)(b).  
39

1 **O. PARENT CONFERENCE DAYS**

2  
3 The parent/teacher conference schedule of two (2) days per year, if scheduled, shall be  
4 conducted during regular school hours on the days established by the negotiated calendar  
5 or if modifications are desired as follows:  
6

7 1. The principal will meet with the building representative(s) and discuss  
8 parent/teacher conference day options to be developed jointly by the principal, building  
9 representative, and parent representatives. After the options are developed, the building  
10 representative(s) will conduct a ballot of teachers. Parent representatives will provide  
11 meaningful parental input.  
12

13 2. The principal and building representatives will meet to review the parent and  
14 teacher responses to the options. If a modified parent/teacher conference day schedule  
15 is established, the modification will provide a total number of hours for the  
16 parent/teacher conference day which are equal to the number of hours in the teacher day  
17 (exclusive of the lunch period) at each level (i.e., elementary, K-8, middle, and high).  
18

19 3. Principals are to send their written requests for the modified conference days to the  
20 Division of Labor Relations. Building representatives are to send a letter with the dates  
21 and hours for the conference(s) reflecting the will of the teachers to the MTEA.  
22

23 4. If the MTEA and administration cannot agree on a parent/teacher conference  
24 modification, then the school will adhere to the negotiated day. On such days,  
25 conferences, if scheduled, shall be conducted during regular school hours or on  
26 consecutive hours equal to the normal school day not to exceed 9:30 p.m.  
27

28 **P. EDUCATIONAL ASSISTANTS**

29  
30 It is recognized and agreed that educational assistants are employed to supplement and  
31 assist teachers in the performance of their professional duties. It is further recognized  
32 that an educational assistant shall not be used to replace or supplant the teacher as the  
33 instructional leader.  
34

35 **Q. TEXTBOOKS, RESOURCE GUIDES**

36  
37 1. **TEACHER EDITIONS.** Where basic textbooks are ordered, teacher editions,  
38 where published, will also be ordered.  
39

1           2.   **RESOURCE GUIDES FOR SPECIAL EDUCATION.** Where requested,  
2 resource guides, such as the physical education guide, music guide, and TV schedules  
3 shall be provided to the special education teachers in the same manner as they are  
4 provided to regular classroom teachers.

5  
6           3.   **USE OF TEXTBOOKS IN MIDDLE SCHOOLS.** In middle schools, students  
7 and teachers shall be allowed to use classroom textbooks until the close of the third last  
8 day of the school year.

9  
10 **R. MTEA AND TEACHER REPRESENTATION**

11  
12           1.   **BUILDING REPRESENTATIVE AND SCHOOL REPRESENTATIVE**  
13 **COMMITTEE.** The MTEA may, in each school have a building representative and a  
14 school representative committee. The administration shall recognize such committee  
15 and shall meet with such committee, together with such other persons as deemed proper  
16 to be at the meeting to discuss matters related to conditions of employment. Such  
17 meetings must be conducted once a month, where a meeting is requested by either the  
18 administration or the MTEA committee. More frequent meetings will be held where  
19 the situation warrants.

20  
21           2.   **VOLUNTEERS/INTERNS.** Volunteers and interns shall not be used to replace  
22 or supplant bargaining unit employees.

23  
24 **S. SCHOOL FUND, BOARD RULES, AND LOCATIONAL BUDGET**

25  
26           1.   **SCHOOL FUND PROCEDURE.** The school administration will prepare a  
27 booklet of administrative procedures relative to the use of the school funds which shall  
28 be furnished to the MTEA on September 1, 1975, and updated thereafter. At least once  
29 each school year, the status of the school fund will be discussed with the staff, and  
30 procedures for use of the school funds by faculty shall be presented after the completion  
31 of the Administrative Procedures Booklet.

32  
33           2.   **BOARD RULES.** Each time additions, amendments, and/or the Rules of the  
34 Board are reprinted, sufficient copies will be furnished to the MTEA for distribution to  
35 MTEA building representatives, executive board members, and MTEA staff.

36  
37           3.   **LOCATIONAL BUDGET.** Locational budget requests for each school,  
38 including multi-unit requests shall be developed by the principal who will provide

1 opportunities for teachers to express their needs prior to submission of the requests to  
2 the Department of Finance.

3  
4 When the approved locational budget is returned to the school, teachers shall be  
5 provided the opportunity to learn of the total amounts and line item approved for each  
6 category.

7  
8 Teachers shall be provided the opportunity to review with the principal or his/her  
9 designee the status of funds remaining in each category of the budget and the status of  
10 requisitions in process, completed, or canceled.

11  
12 **T. OTHER TEACHING CONDITIONS AND EDUCATIONAL IMPROVEMENTS**

13  
14 1. **SPECIAL GROUPS.** Additional supplementary provisions for special groups  
15 referred to in Appendix E are a part of this contract.

16  
17 2. **PARENT COMPLAINTS.** Whenever a parent registers a serious complaint  
18 against a teacher, the principal shall inform the teacher of the nature of the complaint  
19 and give a copy of the disposition to the teacher in writing. A teacher may respond in  
20 writing to the disposition. Such response shall be attached to the disposition.

21  
22 3. **UPHAM WOODS.** Participation in programs at Upham Woods shall be  
23 voluntary. Teachers who participate in such programs shall have regularly scheduled  
24 relief time during which they may leave the camp area and engage in pursuits of a  
25 personal nature. This relief time shall be arranged on a rotating schedule by the camp  
26 director and participating staff members to ensure adequate supervision of the children.

27  
28 4. **PHYSICALLY UNATTACHED SITES.** Teachers assigned to sites physically  
29 separated from a school will work under the direction of a principal if the site is  
30 attached to a regular school, or under the direction of a project director, or supervisor  
31 having responsibility for the program.

32  
33 5. **PHYSICAL CONDITIONS OF BUILDINGS.** Where physical conditions in  
34 a building or classroom affect the health and safety of teachers, the director,  
35 Department of Administrative Accountability, or administrative specialist and  
36 MTEA shall confer in the building within a reasonable period of time. If necessary,  
37 the City Health Department may be consulted.



1           **6. PARENT OR LEGAL APPEALS UNDER CHAPTER 115.** In parent appeals  
2 or legal actions arising in connection with Chapter 115, Wisconsin Statutes, which  
3 involve members of the MTEA bargaining unit, the following shall apply:  
4

5           a. The MTEA shall be furnished notice of such appeal once a hearing is  
6 scheduled.  
7

8           b. In the event that legal action is brought against a teacher arising out of the  
9 performance of duties related to Chapter 115, Wisconsin Statutes; Chapter 895,  
10 Wisconsin Statutes; and the contract shall apply.  
11

12           **7. TELEPHONES.** A telephone shall be available in each school in a location  
13 suitable for teacher communication with parents and agencies and the conduct of  
14 other school-related business.  
15

16           **8. DUAL ASSIGNMENT.** Teachers assigned to more than one (1) school will not  
17 be singled out for duties inconsistent with the amount of duties that the teacher would  
18 receive if they were assigned to one (1) school.  
19

20           **9. LOCAL SCHOOL GOVERNANCE.** All schools shall have a system of local  
21 school governance.  
22

23           **10. SAFETY AND SECURITY.** The MBSD and MTEA recognize that the  
24 introduction of new technologies to assist and enhance the ability to provide safe and  
25 secure teaching and learning environments is valued. No technology will be used to  
26 observe any teacher without his/her knowledge. Each year each staff member in any  
27 building with a security/surveillance system will be apprised of the location and  
28 operation of any system that may record his/her image and/or spoken words.  
29

30 Security/surveillance technology will not be used to document teacher performance or  
31 conduct that may lead to a negative evaluation. In the event security surveillance  
32 technology appears to reveal conduct, which could lead to misconduct, the employee  
33 involved and the MTEA will promptly be informed and given the opportunity to review  
34 the material.  
35

36 The MBSD and MTEA agree that the security/surveillance systems or any other  
37 technology will not be used to record or observe MTEA union meetings; professional  
38 committee meetings with schools; meetings of teachers engaged in professional

1 activities before, during, or after his/her workday; or any other gathering of professional  
2 educators covered by the collective bargaining agreement.

3  
4 The MBSD and MTEA agree that data and images obtained by MPS security and  
5 surveillance systems shall not be disclosed to the public except to the extent allowed by  
6 law.

7  
8 **U. COMMUNICABLE DISEASES**

9  
10 The Board shall take the following steps to safeguard teachers against communicable  
11 diseases:

12  
13 1. Teachers shall be notified if any individual in the building is known to be a carrier  
14 of a communicable disease. Such notification shall be limited to the extent permitted by  
15 confidentiality of medical records.

16  
17 2. The Board will provide appropriate supplies and a description of proper procedures  
18 for dealing with students with communicable diseases.

19  
20 3. Teachers who request to be tested to determine the presence of communicable  
21 disease antibodies in their blood should, upon individual request, receive such testing at  
22 Board expense.

23  
24 4. Teachers who are at a heightened risk shall be afforded the opportunity, on a  
25 voluntary basis, to be reassigned from contact with students known to have a  
26 communicable disease which pose a health threat to them.

27  
28  
29 **PART V**

30  
31 **TEACHER ASSIGNMENTS AND REASSIGNMENTS**

32  
33 **A. ASSIGNMENT**

34  
35 The MTEA recognizes the statutory power of the superintendent to assign teachers unless  
36 otherwise limited by this agreement.

1 **B. ASSIGNMENTS WITH TEACHING CERTIFICATE**

2  
3 Teachers shall not be assigned outside the scope of their teaching certificates or their  
4 major or minor field of certification for more than one (1) year.

5  
6 **C. ASSUMPTION OF TEMPORARY ADMINISTRATIVE DUTIES**

7  
8 1. Bargaining unit employees may on a voluntary basis temporarily assume the duties  
9 of acting principal, assistant principal, assistant in administration, or other supervisory  
10 positions. Upon conclusion of the temporary administrative assignment, the bargaining  
11 unit employee shall return to his/her regular bargaining unit assignment. No temporary  
12 administrative assignment shall continue beyond the end of the school year in which the  
13 assignment was accepted.

14  
15 2. Bargaining unit employees who temporarily assume the duties of acting principal,  
16 assistant principal, assistant in administration, or other supervisory positions shall be  
17 paid, in addition to their regular salary, at the rates set forth in the Appendix A  
18 application.

19  
20 3. Bargaining unit employees, in elementary schools where no assistant principal is  
21 assigned or where an assistant principal is assigned less than full time, who are  
22 designated as in-charge in the absence of the principal will be paid the amount as  
23 established in the Appendix A application in lieu of the rates established for the  
24 assumption of administrative duties.

25  
26 **D. PREFERENCE OF ASSIGNMENT**

27  
28 Teachers each year may express in writing to their principal their preferences of grade  
29 assignment, subject areas, and extracurricular assignment, if any. Their requests shall be  
30 given consideration as vacancies occur within the school. Seniority and academic  
31 preparation will be major considerations, but not controlling in such assignment. Grade  
32 and class teaching assignments, even though incomplete, tentative, and subject to change,  
33 shall be made known in writing before the closing date of the semester.

34  
35 **E. RESIGNATION**

36  
37 1. Teachers who plan to resign at the end of the first semester shall give written  
38 notice of resignation to the superintendent by November 1. Teachers who plan to resign  
39 at the end of the second semester shall give written notice of resignation to the

1 superintendent by April 1. Teachers who resign the last day of the school year or during  
2 the summer shall be eligible for normal fringe benefit payments that continue through  
3 the summer.  
4

5 2. All contracted teachers leaving their employment with the district at any time, for  
6 any reason, except retirement, the employee's documented health related reasons (career  
7 ending), or documented health care related reasons where the employee is the primary  
8 caregiver shall be required to reimburse the Board the amount of five hundred dollars  
9 (\$500) as liquidated damages if they have not provided written notice to the Department  
10 of Human Resources, Certificated Staffing, at least thirty (30) calendar days in advance  
11 of the last day to be worked.  
12

13 If monies are due a teacher from the Board as of the last day worked, the liquidated  
14 damages amount may be deducted from any remaining paychecks as a payroll  
15 deduction(s).  
16

## 17 **F. SENIORITY DEFINITION**

18

19 Seniority shall mean the number of years of service commencing the first day of the  
20 semester in which the employee begins working after the first day of the semester.  
21 Service rendered beyond the normal work year of the employee shall not be counted  
22 toward seniority. For purpose of reduction in enrollment, layoff and transfers, seniority  
23 shall further be determined among those of equal semester seniority by next considering  
24 the date the employee actually began working, if this date precedes the first date of the  
25 semester. If this date also coincides, the date on which the employee was offered  
26 employment shall be considered. Leaves of absence for whatever reason shall not be  
27 considered a break for seniority purposes whether or not increments are granted for such  
28 leave.  
29

30 Resignation causes a break in seniority. If the teacher is rehired within one (1) year  
31 following the resignation, accumulated sick leave benefits are restored. If the resignation  
32 exceeds one (1) year and the teacher is rehired, he/she has the same benefits as a new  
33 teacher with no seniority, except as to the experience credit on the salary scale. A former  
34 teacher is allowed credit for all Milwaukee experience regardless of the period of time  
35 between the resignation and date of re-employment. Teachers who have tenure prior to  
36 resigning are employed with tenure. Teachers who do not have tenure prior to resigning  
37 receive no credit for their previous Milwaukee service toward the six (6) semesters  
38 required for tenure. Administrators returning to the teacher bargaining unit shall receive  
39 up to three (3) years of seniority for service as an administrator or supervisor.

1  
2 **G. REASSIGNMENT**  
3

4 Once assigned to a building, teachers will not be involuntarily reassigned, except in cases  
5 of reduction in enrollment, voluntary transfers, assignment of relatives, conduct, or  
6 evaluation as defined below:  
7

8 1. **REDUCTION IN ENROLLMENT.** When a reduction in the number of teachers  
9 is necessary, qualified volunteers shall be first reassigned. If more than one (1) teacher  
10 volunteers to be excessed, excessing shall be done in order by seniority. Then  
11 reassignment shall be made on the basis of years of service in the Milwaukee system  
12 with those teachers most recently appointed to the school system being reassigned first,  
13 except where departmental, necessary extracurricular, kindergarten, primary,  
14 intermediate, or upper grade level needs prevail. The Board may deviate from the  
15 above to maintain a gender balance in physical education positions.  
16

17 2. **VOLUNTARY TRANSFERS.** Request for reassignment from teachers seeking  
18 transfers shall be listed in terms of majors and minors or in terms of grades taught. In  
19 the interest of expediting assignments, the initial round of reassignments are to be  
20 processed on the basis of applications on file by June 1 of each year in vacancies known  
21 up until July 1 of each year. For teachers who do not receive a reassignment in the  
22 initial round, the second round of reassignments are to be processed on the basis of  
23 applications on file by June 1 for vacancies which become known from July 2 through  
24 and including July 31. MPS staffing specialists and MTEA staff members shall jointly  
25 process the second round of reassignments. Where schools are restaffed at midyear,  
26 reassignments will be processed on the basis of requests on file by December 15 of each  
27 year to vacancies known up until December 15.  
28

29 Wherever two (2) or more teachers who have requested transfers are qualified to fill the  
30 open position, preference shall be given to the teacher or teachers with the greatest  
31 systemwide seniority, except as provided below. Once a transfer has been granted, the  
32 person may not exercise this seniority provision for three (3) years.  
33

34 Exceptions to the above will be made in the following cases:  
35

- 36 a. Transfers will be allowed from an individual school's staff provided that no  
37 more than twenty-five percent (25%) of an individual school's staff need be  
38 allowed to leave the school in any one (1) year through transfer.  
39

1 b. Schools which have or are beginning special modes of instruction shall be  
2 listed and advertised separately. Applicants will be selected from among those  
3 interested and qualified for such assignment in order of seniority except for ten  
4 percent (10%) of the positions. Applications for special programs do not  
5 preclude a teacher from also filing a regular transfer request. This provision  
6 shall not apply to program improvement programs.  
7

8 c. When opening a new school, department chairpersons and counselors will  
9 be identified from among those requesting transfer a semester in advance of the  
10 opening of the school. Department chairpersons will be identified from among  
11 teachers who had requested a transfer and who should have had sufficient  
12 seniority to transfer into the building if the entire school would have been  
13 opened a semester in advance.  
14

15 d. The Board may deviate from the above to maintain a gender balance in  
16 physical education positions in individual schools.  
17

18 3. **ASSIGNMENT OF RELATIVES.** Where staff members marry, it is desirable to  
19 have either the husband or wife transfer to a new school. However, such transfer is not  
20 required.  
21

22 4. **PERSONNEL PROCEDURES.** Personnel procedures shall be handled as set  
23 forth in the contract.  
24

25 5. **EVALUATION.** Evaluation shall be handled as set forth in the contract.  
26

## 27 **H. LIST OF VACANCIES**

28

29 If schools are restaffed at midyear, the list of existing vacancies will be posted on school  
30 bulletin boards on December 1.  
31

## 32 **I. REASSIGNMENT REQUESTS**

33

34 Requests for reassignment shall be made not later than June 1 if they are to be considered  
35 for the following school year. Requests for reassignment shall be made not later than  
36 December 15 if they are to be considered for the second semester of a school year.  
37 Reassignment requests filed not later than June 1 or December 15 will be kept active  
38 until February 15 of each school year. On February 15 of each school year, all said  
39 requests will be stored for a period of three (3) years before the forms are destroyed.

1 Teachers desiring a voluntary transfer for the subsequent school year must file a new  
2 request for reassignment not later than June 1 for the following school year or not later  
3 than December 15 for the second semester.  
4

5 **J. ASSIGNMENT TO A PARTICULAR SCHOOL**  
6

7 1. Teachers shall be assigned to a particular building where a vacancy exists, as long  
8 as the teachers are qualified within their teaching certificates issued by the Department  
9 of Public Instruction (DPI), possess special skills and training needed<sup>1</sup>, and possess any  
10 additional qualifications as established by the Board. In the event the Board decides to  
11 impose additional qualifications beyond those established by the DPI, the Board shall  
12 notify the MTEA of such additional qualifications and meet with the MTEA to discuss  
13 whether such qualifications are reasonably job-performance related. The Board shall  
14 grant tuition reimbursement to those teachers presently in assignments who must obtain  
15 additional credits as a result of the imposition of qualifications beyond DPI certification.

16 Established tuition reimbursement procedures shall apply. For each three (3) credits or  
17 other non-credit additional qualifications beyond DPI certification, teachers shall be  
18 given one (1) full semester to complete said three (3) credits of additional qualifications.

19 The foregoing timelines will be extended if courses are not readily available. Where  
20 teachers have left an assignment, pursuant to a specific provision of this contract, they  
21 shall be reassigned in accordance with the following order of priorities:  
22

23 a. Teachers displaced from a particular building due to a reduction in  
24 enrollment in accordance with Part V, Section G(1), teachers requesting  
25 reassignment in accordance with Part V, Section G(3), teachers requesting  
26 reassignment in accordance with Part V, Section G(2), teachers returning from a  
27 leave of absence, and teachers being reassigned in connection with the section  
28 on evaluation. Exceptions to this section may be made to provide meaningful  
29 assignments to those teachers being transferred as a result of evaluation.  
30

31 b. Unassigned teachers as a result of premature curtailment of leave and  
32 unassigned teachers as a result of overhiring.  
33

34 c. New teachers in the system who have not as yet taught in the Milwaukee  
35 Public Schools.  
36

37 2. Whenever there are two (2) or more qualified teachers to fill a vacancy in any one  
38 (1) of the above categories, preference shall be given to the teacher or teachers with the

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<sup>1</sup> See footnote 2, p. 122.

1 greatest systemwide seniority. The MTEA recognizes that there may be an occasion  
2 where departmental, extracurricular, kindergarten, primary, intermediate, upper grade  
3 level, or counseling needs cannot be met in a specific instance through the provisions of  
4 this section. In such instance, the administration will give the teacher, upon request,  
5 reasons for the departure from these provisions. If the teacher requests, such reasons  
6 shall be reduced to writing.  
7

## 8 **K. STAFFING OF SPECIALTY SCHOOLS**

9  
10 1. **EXISTING TOTALLY SPECIALIZED BUILDINGS.** In any school which  
11 has a program in a special mode of instruction such as but not limited to open education,  
12 fundamental education, continuous progress, multi-unit individually guided education,  
13 teacher pupil learning center, gifted and talented, and creative arts, vacant positions will  
14 be filled from a list of qualified applicants. In the event the Board decides to establish  
15 additional qualifications beyond those established by the DPI, the Board shall notify the  
16 MTEA of such additional qualifications and meet with the MTEA to discuss whether  
17 such qualifications are reasonably job-performance related. The Board shall grant  
18 tuition reimbursement to those teachers presently in assignments who must obtain  
19 additional credits as a result of the establishment of qualifications beyond DPI  
20 certification. Established tuition reimbursement procedures shall apply. For each three  
21 (3) credits or other non-credit additional qualifications beyond DPI certifications,  
22 teachers shall be given one (1) full semester to complete said three (3) credits of  
23 additional qualifications. Extensions to this timeline will be granted when courses are  
24 not readily available.  
25

26 A qualified applicant is a teacher who has expressed an interest in the vacancy by filing  
27 an application, has the basic DPI certification required, possesses all additional  
28 qualifications established by the Board, and who meets at least one (1) of the following  
29 conditions:  
30

- 31 a. Previous experience in the particular specialty.
- 32
- 33 b. Has taken or completes before the beginning of the next semester, college  
34 courses in the specialty, or vocational-technical courses where applicable, or  
35 inservice training in the particular specialty. When the necessary college  
36 courses, vocational-technical courses, or inservice training are not reasonably  
37 available to the teachers wishing to participate, the school administration will  
38 establish inservice programs that fulfill the training requirements.  
39



1 For elementary specialties or modes of instruction, a qualified applicant is a teacher  
2 who has the applicable qualifications set forth above. For secondary specialties, the  
3 applicant must also have the applicable qualifications set forth in the paragraph  
4 above, but in particular instances may also be required to have specific training or a  
5 specific skill.<sup>2</sup>  
6

7 Teachers assigned to a specialty school during the 1976-77 school year are qualified for  
8 that specialty in terms of the above criteria. One (1) inservice program designed for that  
9 specialty and offered for the teachers in the specialty may be required. Said programs  
10 shall not exceed sixty (60) hours over the three (3) years of the contract, the dates of  
11 said programs to be negotiated with the MTEA. In the event the Board decides to  
12 establish additional qualifications beyond those established by the DPI, the Board shall  
13 notify the MTEA of such additional qualifications and meet with the MTEA to discuss  
14 whether such qualifications are reasonably job-performance related. The Board shall  
15 grant tuition reimbursement to those teachers presently in assignment who must obtain  
16 additional credits as a result of the establishment of qualifications beyond DPI  
17 certification. Established tuition reimbursement procedures shall apply. For each three  
18 (3) credits or other non-credit additional qualifications beyond DPI certifications,  
19 teachers shall be given one (1) full semester to complete said three (3) credits of  
20 additional qualifications. Extensions to this timeline will be granted when courses are  
21 not readily available.  
22

23 In any school which has a Montessori program, vacant positions will be filled from a  
24 list of qualified applicants.  
25

26 A qualified applicant is a teacher who has expressed an interest in the vacancy by filing  
27 an application, has the basic DPI certification and an American Montessori Society or  
28 Association Montessori Internationale certification required, possesses all additional  
29 qualifications established by the Board, and is willing to participate in inservice  
30 programs designed for teachers in the specialty, if such inservice is deemed to be  
31 necessary. In the event the Board decides to establish additional qualifications beyond  
32 those established by the DPI, the Board shall notify the MTEA of such additional  
33 qualifications and meet with the MTEA to discuss whether such qualifications are

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<sup>2</sup> For example, a physical education teacher position in one (1) particular school may require the services of a teacher with life guard training and water safety skills. Qualified applicants for this position must express interest in this vacancy by filing an application, have the basic DPI physical education certification for the secondary level, and must either have acquired life guard training and water safety skills or will have acquired the above skills before actually beginning said assignment.

1 reasonably job-performance related. The Board shall grant tuition reimbursement to  
2 those teachers presently in assignments who must obtain additional credits as a result of  
3 the establishment of qualifications beyond DPI certification. Established tuition  
4 reimbursement procedures shall apply. For each three (3) credits or other non-credit  
5 additional qualifications beyond DPI certifications, teachers shall be given one (1) full  
6 semester to complete said three (3) credits of additional qualifications. Extensions to  
7 this timeline will be granted when courses are not readily available.  
8

9 In any elementary school which is a second language proficiency school, vacant  
10 positions will be filled from a list of qualified applicants. A qualified applicant is a  
11 teacher who has expressed an interest in the vacancy by filing an application, has the  
12 basic DPI certification required for the grade level and subject, possesses all additional  
13 qualifications established by the Board, and can speak, read, and write the school's  
14 second language. In the event the Board decides to establish additional qualifications  
15 beyond those established by the DPI, the Board shall notify the MTEA of such  
16 additional qualifications and meet with the MTEA to discuss whether such  
17 qualifications are reasonably job-performance related. The Board shall grant tuition  
18 reimbursement to those teachers presently in assignments who must obtain additional  
19 credits as a result of the establishment of qualifications beyond DPI certification.  
20 Established tuition reimbursement procedures shall apply. For each three (3) credits or  
21 other non-credit additional qualifications beyond DPI certifications, teachers shall be  
22 given one (1) full semester to complete said three (3) credits of additional qualifications.  
23 Extensions to this timeline will be granted when courses are not readily available.  
24

25 For paragraph 1, assignments will be made in accordance with systemwide seniority to  
26 vacancies known by July 1, or by the date on which the general assignment of students  
27 to schools occurs, whichever date comes later.  
28

29 **2. EXISTING SPECIALTY PROGRAMS WITHIN BUILDINGS.** In any school  
30 which has specialized courses, programs, or modes of instruction in addition to the  
31 regular program, vacancies shall be filled in the following order:  
32

- 33 a. Qualified applicants currently at the school
- 34
- 35 b. Other qualified applicants
- 36

37 For elementary specialties or modes of instruction, a qualified applicant is a teacher who  
38 has the applicable qualifications set forth in paragraph 1 plus all additional  
39 qualifications established by the Board. For secondary specialties, the applicant must

1 also have the applicable qualifications set forth in paragraph 1 and all additional  
2 qualifications established by the Board, but in particular instances may also be required  
3 to have specific training or a specific skill.<sup>3</sup> In the event the Board decides to establish  
4 additional qualifications beyond those established by the DPI, the Board shall notify the  
5 MTEA of such additional qualifications and meet with the MTEA to discuss whether  
6 such qualifications are reasonably job-performance related. The Board shall grant  
7 tuition reimbursement to those teachers presently in assignments who must obtain  
8 additional credits as a result of the establishment of qualifications beyond DPI  
9 certification. Established tuition reimbursement procedures shall apply. For each three  
10 (3) credits or other non-credit additional qualifications beyond DPI certifications,  
11 teachers shall be given one (1) full semester to complete said three (3) credits of  
12 additional qualifications. Extensions to this timeline will be granted when courses are  
13 not readily available.  
14

15 In any school which has a bilingual program, vacant positions requiring the second  
16 language will be filled from a list of qualified applicants. A qualified applicant is a  
17 teacher who has expressed an interest in the vacancy by filing an application, has the  
18 basic DPI certification required for the grade level and subject, possesses all additional  
19 qualifications established by the Board, and can speak, read, and write the school's  
20 second language. In the event the Board decides to establish additional qualifications  
21 beyond those established by the DPI, the Board shall notify the MTEA of such  
22 additional qualifications and meet with the MTEA to discuss whether such  
23 qualifications are reasonably job-performance related. The Board shall grant tuition  
24 reimbursement to those teachers presently in assignments who must obtain additional  
25 credits as a result of the establishment of qualifications beyond DPI certification.  
26 Established tuition reimbursement procedures shall apply. For each three (3) credits or  
27 other non-credit additional qualifications beyond DPI certifications, teachers shall be  
28 given one (1) full semester to complete said three (3) credits of additional qualifications.  
29 Extensions to this timeline will be granted when courses are not readily available.  
30

31 Assignment of qualified applicants to vacancies will be made first from applicants  
32 within the school in the order of systemwide seniority and second from other applicants  
33 on the basis of systemwide seniority to vacancies known by July 1 or by the date on  
34 which the general assignment of students to schools occurs, whichever date comes later.  
35 In the event the Board decides to establish additional qualifications beyond those  
36 established by the DPI, the Board shall notify the MTEA of such additional  
37 qualifications and meet with the MTEA to discuss whether such qualifications are

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<sup>3</sup> See footnote 2, p. 122.

1 reasonably job-performance related. The Board shall grant tuition reimbursement to  
2 those teachers presently in assignment who must obtain additional credits as a result of  
3 the establishment of qualifications beyond DPI certification. Established tuition  
4 reimbursement procedures shall apply. For each three (3) credits or other non-credit  
5 additional qualifications beyond DPI certifications, teachers shall be given one (1) full  
6 semester to complete said three (3) credits of additional qualifications. Extensions to  
7 this timeline will be granted when courses are not readily available.  
8

9 **3. NEW SPECIALTY SCHOOLS AND PROGRAMS.** When a new specialty  
10 school or program is created, notice of the program and teacher qualification criteria  
11 will be publicized at the earliest possible opportunity. Teacher positions shall be filled  
12 in the following order:  
13

14 a. From qualified applicants currently at the school in order of systemwide  
15 seniority.  
16

17 b. From other qualified applicants in order of systemwide seniority.  
18

19 For an elementary program or school, a qualified applicant is a teacher who has the  
20 applicable qualifications set forth above in paragraph 1 plus all additional qualifications  
21 established by the Board. For secondary programs or schools, the applicant must also  
22 have the applicable qualifications set forth in paragraph 1 and all additional  
23 qualifications established by the Board, but in particular instances may also be required  
24 to have specific training or a specific skill.<sup>4</sup> In any school which has a bilingual  
25 program, a qualified applicant for vacant positions requiring a second language will be  
26 the same as that set forth in paragraph 2 including all additional qualifications  
27 established by the Board. The cutoff date for the use of the seniority provision is the  
28 same as that described in paragraph 2. In the event the Board decides to establish  
29 additional qualifications beyond those established by the DPI, the Board shall notify the  
30 MTEA of such additional qualifications and meet with the MTEA to discuss whether  
31 such qualifications are reasonably job-performance related. The Board shall grant  
32 tuition reimbursement to those teachers presently in assignment who must obtain  
33 additional credits as a result of the establishment of qualifications beyond DPI  
34 certification. Established tuition reimbursement procedures shall apply. For each three  
35 (3) credits or other non-credit additional qualifications beyond DPI certifications,  
36 teachers shall be given one (1) full semester to complete said three (3) credits of  
37 additional qualifications. Extensions to this timeline will be granted when courses are  
38 not readily available.

---

<sup>4</sup> See footnote 2, p. 122.

1  
2 In the special case of Rufus King College Preparatory School to be opened for the  
3 1978-79 school year, teacher qualifications (as defined in K,1, with the exception of  
4 inservice training) based upon curricular needs plus all additional qualifications  
5 established by the Board, will be used. In all other respects paragraph 3 applies. In the  
6 event the Board decides to establish additional qualifications beyond those established  
7 by the DPI, the Board shall notify the MTEA of such additional qualifications and meet  
8 with the MTEA to discuss whether such qualifications are reasonably job-performance  
9 related. The Board shall grant tuition reimbursement to those teachers presently in  
10 assignments who must obtain additional credits as a result of the establishment of  
11 qualifications beyond DPI certification. Established tuition reimbursement procedures  
12 shall apply. For each three (3) credits or other non-credit additional qualifications  
13 beyond DPI certifications, teachers shall be given one (1) full semester to complete said  
14 three (3) credits of additional qualifications. Extensions to this timeline will be granted  
15 when courses are not readily available.

16  
17 **4. STAFF COMPATIBILITY WITH A SPECIALIZED PROGRAM.** If a  
18 teacher feels that he/she is incompatible with the mode of instruction to which he/she is  
19 assigned, that teacher shall at the earliest opportunity inform the principal so that the  
20 principal can confer with the teacher. If the principal perceives that a teacher is  
21 incompatible with a particular mode of instruction, the principal shall observe and  
22 evaluate in accordance with Part IV, Section M. If after the result of either of these  
23 actions, the teachers and the principal concur in the recommendation to transfer, the  
24 transfer will be initiated without reflecting upon the permanent evaluation file of the  
25 teacher. If the principal initiates the action and the teacher does not concur, the  
26 procedures incorporated in Part IV, Section M, shall be followed. In either case, the  
27 provisions of Part V, Section J(1)(a), which provide meaningful assignments for those  
28 transferred as a result of evaluation shall apply.

29  
30 Nothing in this paragraph should be interpreted as preventing the principal from filing a  
31 regular evaluation.  
32

33 **L. SCHOOL SOCIAL WORKERS NOTIFICATION PROCEDURE**

34  
35 School social workers shall be notified of vacancies as such occur including newly  
36 created positions and vacancies resulting from reassignments.  
37

1 Social workers shall be notified by letter sent first class mail to their homes within fifteen  
2 (15) workdays following the occurrence of any vacancy(ies). The letter of notification  
3 shall contain the following information:  
4

- 5 1. Name of program in which vacancy exists
- 6
- 7 2. School to be served
- 8
- 9 3. Location of social worker's office
- 10
- 11 4. Approximate pupil population responsibility
- 12
- 13 5. Length of work year
- 14

15 Social workers may make application for transfer to any vacant position(s) within seven  
16 (7) workdays when notification for that position(s) was mailed.  
17

18 When there is an increase or decrease in the number of positions within a particular  
19 program of social work services, and if changes in school assignments are necessary,  
20 school assignments shall be made on a fair basis, after a discussion with those social  
21 workers whose school assignments are planned to be changed.  
22

### 23 **M. FILLING VACANCIES**

24

25 Teacher vacancies occurring after November 15 and March 15 may be filled by long-  
26 term substitutes for the duration of the first and second semester, respectively. These  
27 substitutes are to be paid in accordance with the regular teacher salary schedule and are  
28 to receive full fringe benefits except for pensions.  
29

### 30 **N. ABSENCE BEYOND FORTY-FIVE (45) DAYS**

31

32 Any employee defined as a teacher in 40.02(55) of the Wisconsin Statutes who is absent  
33 for more than forty-five (45) school days during a half year shall present a certificate of  
34 satisfactory state of health for public school teaching service from a medical examiner of  
35 the Milwaukee Health Department, and at least three (3) days prior to resumption of  
36 service, shall give written or oral notice to the superintendent of intention to return.  
37

1 **O. OUT OF ASSIGNMENT**

2  
3 A teacher shall be considered out of assignment under any one (1) of the following  
4 conditions:

- 5  
6 1. If absent more than sixty (60) school days during a semester.  
7  
8 2. If absent the first day of the school year without notice to central services giving a  
9 good and sufficient reason for the prospective absence.  
10  
11 3. Upon being granted a leave of absence.

12  
13 **P. REASSIGNMENTS THROUGH SCHOOL INTERVIEWS**

14  
15 All schools/programs shall have the opportunity to participate in the interview process.

- 16  
17 1. In January of each school year, schools/programs that have not participated in the  
18 school interview process during the previous school year shall decide if the  
19 school/program will participate in the interview process for the next school year.  
20  
21 2. Schools/programs may become eligible to participate in the interview process by a  
22 vote of at least fifty-one percent (51%) of the teaching staff. The election shall be  
23 conducted by the MTEA building representatives of the school/program. On or before  
24 February 1, the results of the vote must be sent to the MPS Department of Human  
25 Resources, Staffing Services.  
26

27 All schools/programs electing to participate in the interview process shall elect their  
28 school/program interview team(s) during the first two (2) weeks of February. On or  
29 before the third Friday in February, the principal/program administrator must send the  
30 interview team list to the MPS Staffing Services.  
31

32 3. At qualified schools/programs, all full-time teacher vacancies for the following  
33 school year, which are known by May 1, shall be filled through a process of school-  
34 based interviews as follows:

- 35  
36 a. As soon as possible after May 1, vacant positions at schools/programs shall  
37 be posted on the MPS Human Resources Website and in all MPS schools and  
38 facilities with a copy to the MTEA. The postings shall also be mailed to  
39 employees on leave in accordance with established procedures.

1  
2 b. A schedule of informational meetings at qualified schools/programs having  
3 vacancies shall be included with the postings. The informational meetings shall  
4 provide interested teachers with information about the school's/program's  
5 philosophy, expectations of teachers, and special qualifications (if any are  
6 required under Part V, Sections J and K). The meetings will take place on  
7 school days after the regular workday.  
8

9 c. The informational meetings shall be held beginning three (3) workdays  
10 after the posting date of the vacancy list. The meeting(s) will be held at the  
11 school/program site during the next six (6) workdays.  
12

13 d. MPS teachers who wish to interview for posted vacancies shall submit the  
14 appropriate application forms to each school/program of interest to them by the  
15 deadline date.  
16

17 e. School interview teams shall be allowed to begin to interview teacher  
18 candidates for vacant positions commencing three (3) workdays after the  
19 completion of the six (6)-day period for school informational meetings.  
20

21 f. The school interview process shall occur in approximately two (2)-week  
22 cycles. The first cycle of school interviews shall be limited only to currently  
23 employed certified MPS teachers. On or before the last day of this approximate  
24 ten (10)-workday cycle, the school/program shall forward the applications of  
25 the selected teachers to the MPS Certificated Staffing office (faxes are  
26 permissible).  
27

28 g. Within five (5) workdays, MPS Certificated Staffing will send  
29 reassignment notices to the affected teachers and to the selected school/  
30 program. If multiple schools/programs have selected the same teacher,  
31 Certificated Staffing will contact the teacher to choose the school he/she wants.  
32

33 h. After the completion of cycle one, MPS shall again post the vacancies  
34 known at that point in time to begin cycle two of the process.  
35

36 i. Cycle two of the interview process shall include current employed certified  
37 teachers, student teachers, and interns who have been offered a contract for the  
38 next school year and new hires to MPS who have been offered individual  
39 contracts by MPS Certificated Staffing. Cycle two shall also occur for



1 approximately two (2) weeks. On or before the last day of this approximate ten  
2 (10)-workday cycle, the school/program shall forward the applications of the  
3 selected teachers to MPS Certificated Staffing (faxes are permissible).  
4 Reassignments made during this cycle shall occur the same as (g) above.  
5

6 j. The approximate two (2)-week cycles listed above shall continue during  
7 the months of June and July. The school interview process shall not occur  
8 during the month of August and shall begin again with the third Friday staffing  
9 in September of each year.  
10

11 k. A teacher may withdraw his/her name from consideration for the position  
12 he/she interviews through the close of business, 5:00 p.m., on the day following  
13 the interview. Withdrawal requests must be made in writing and presented in  
14 person to MPS Certificated Staffing by the teacher or his/her representative.  
15 Failure to withdraw an application may result in the teacher's assignment to the  
16 school/program at which he/she interviewed.  
17

18 l. Teacher interviews shall be conducted by the school's/program's interview  
19 team, consisting of an on-site administrator, teachers, and at least one (1)  
20 parent. A majority of the team shall be teachers. Schools/programs have the  
21 option of establishing more than one (1) team based on the number of and  
22 nature of their vacancies. Through a uniform process conducted by the MTEA  
23 building representative, the teachers at each school/program shall elect the  
24 teachers for the team. The MPS administration shall be solely responsible for  
25 providing training to all persons involved in the interview process regarding  
26 discrimination laws and other statutes and regulations that impact on how  
27 interviews must be conducted. The MBSD agrees that teachers serving on  
28 school interview teams are acting within the scope of their employment. The  
29 MBSD shall defend and hold harmless such teachers for actions within the  
30 scope of their employment as defined by Wis. Stats. Sections 895.35 and  
31 895.46. The Board agrees to indemnify and to hold the MTEA harmless for  
32 damages, including legal fees, in any suit, action, claim, or other federal, state,  
33 or local government proceeding which is brought against the MTEA to  
34 challenge this clause or its application. The application of this indemnification  
35 provision is contingent upon the cooperation of the MTEA in the investigation  
36 and defense of any such suit, action, claim, or other proceeding.  
37

38 m. The school interview team shall review the application forms and  
39 determine which applicants to interview.

1  
2 n. Team members may attempt to reach consensus in selecting an applicant to  
3 fill a vacancy. If consensus is not reached, a majority must agree to select an  
4 applicant.

5  
6 o. The selection of a new teacher by the interview team at a school/program  
7 shall not result in the layoff of any presently employed MPS teacher(s).

8  
9 p. After completion, the MPS Department of Human Resources, Certificated  
10 Staffing, shall prepare an alphabetical listing of all teachers who have been  
11 reassigned through the school interview process, along with their present  
12 school/program assignment and position and their new school/program  
13 assignment and position. MPS shall provide the MTEA with a copy of this  
14 listing and the information it routinely provides to the MTEA during the regular  
15 staffing process.

16  
17 q. Representatives of MPS Certificated Staffing and the MTEA shall meet in  
18 March of each school year to determine the exact dates of postings,  
19 informational meetings, and each school interview staffing cycle.

20  
21 4. The interview process shall also apply to vacant full-time social worker,  
22 elementary guidance counselor, librarian, and specialist (art, music, and physical  
23 education) positions at qualified schools. However, at schools where it is known that a  
24 position in any of these categories is being expanded to a full-time position for the  
25 following school year, the person currently in the position shall assume the full-time  
26 position if he/she holds seniority rights to the current position at the school, unless the  
27 person chooses to declare himself/herself excessed effective at the end of the school  
28 year. (The inclusion of full-time social worker and elementary guidance positions in the  
29 interview process shall not change any of the grievance decisions, arbitration awards,  
30 memoranda of understanding, and the past practices for these categories of employees.)

31  
32 5. Teachers selected by interviews shall be considered reassigned for the following  
33 school year and may not exercise their rights to a voluntary transfer under the seniority  
34 or interview transfer provisions of the contract for three (3) years.

35  
36 6. For schools that do not have an on-site administrator, an interview team shall  
37 consist of one (1) parent of a student attending the school and two (2) teachers assigned  
38 to the school, elected in accordance with paragraph 2 above.

1 7. If a teacher assigned to a school believes that he/she is incompatible with the  
2 school, that teacher shall confer with his/her evaluator(s). An incompatibility  
3 evaluation form shall be written and the teacher shall, at the earliest opportunity, be  
4 reassigned to another MPS school or be placed on day-to-day assignment. Teachers  
5 who have received an unsatisfactory evaluation form may not be reassigned under this  
6 provision. When the transfer is made, the evaluation form shall be destroyed and there  
7 shall be no documentation of the reassignment in the permanent file of the teacher.  
8

9 8. Any school which has participated in the interview process for at least two (2)  
10 staffing cycles may revoke that authority based upon an affirmative vote of at least fifty-  
11 one percent (51%) of the teaching staff assigned to the school.  
12

### 13 **Q. SCHOOL RECONSTITUTION PROCESS**

14

15 Prior to January 31 of each school year, the superintendent may notify any MPS school  
16 that it has been identified for reconstitution. Prior to December 15 of each school year,  
17 the staff members at any MPS school may request that the superintendent identify their  
18 school for reconstitution when at least two-thirds of the teaching staff assigned to the  
19 school supports the request in a vote conducted by the MTEA building representative.  
20

21 The following process shall be implemented at schools identified for reconstitution:

22  
23 1. The school shall develop a comprehensive educational plan to improve student  
24 achievement.  
25

26 The plan shall be developed through a democratic, consensus-building process in which  
27 staff members, parents, and other school community members shall have an opportunity  
28 to be actively involved in the development of the overall vision and specific plan for the  
29 school.  
30

31 2. Commencing in February, following identification of a school for reconstitution,  
32 staff members at the school shall begin the process of inservice/planning required to  
33 develop a comprehensive educational plan for the school. Time for the staff to engage  
34 in the planning process may be provided by any combination of the following:  
35

36 a. Teachers may be required to attend inservice activities without additional  
37 compensation in accordance with Part IV, Section B(5)(d), of the contract.  
38

1 b. Up to one-half of each banking day may be used for planning activities  
2 related to reconstitution. If the teaching staff concurs by at least a two-thirds  
3 vote, additional time up to a full day of each banking day may be used for  
4 planning related to reconstitution.

5  
6 c. Each week teachers may be required to attend a one (1)-hour, after-school  
7 plan development/in-service meeting for the entire teaching staff related to  
8 reconstitution. The maximum amount of time teachers shall be required to  
9 attend these meetings shall not exceed four (4) hours per month (inclusive of  
10 the two [2]-hour requirement contained in Part IV, Section B[5][d], of the  
11 contract). With agreement of the teaching staff (two-thirds vote), the four (4)  
12 hours per month may be scheduled as two (2), two (2)-hour blocks of time per  
13 month, or in any other manner not to exceed four (4) hours per month during  
14 the school year. Teachers shall attend inservices without additional  
15 compensation in accordance with Part IV, Section B(5)(d), of the contract.  
16 Teachers shall be paid at the part-time certificated rate of pay for attending  
17 inservices beyond the two (2)-hour limit in Part IV, Section B(5)(d), and at the  
18 individual hourly rate for participating in plan development sessions.

19  
20 d. At the discretion of the superintendent, students at a school identified for  
21 reconstitution may be released for half days or full days for the purpose of  
22 providing time for staff inservice and/or planning activities.

23  
24 3. An educational plan shall be considered completed by the school after it is  
25 supported by a two-thirds vote of the teaching staff and supported by the principal  
26 following discussion with the school council. Teaching staff shall include all  
27 certificated, MTEA-represented employees assigned to the school.

28  
29 4. The educational plan shall then be submitted to a broadly-based MPS Districtwide  
30 Reconstitution Committee comprised of no more than seven (7) members appointed by  
31 the superintendent. The committee shall contain MPS administrators and community  
32 members and at least one (1) member recommended for appointment by the MTEA.  
33 The educational plan shall be submitted to the committee after it is complete, but no  
34 later than November 1 of the school year following identification of a school for  
35 reconstitution.

36  
37 The MPS Districtwide Reconstitution Committee may send the plan back to the school  
38 for further development or recommend the plan to the superintendent.

1 The superintendent may send the plan back to the school for further development or  
2 approve the plan no later than February 1 of the school year following identification  
3 of a school for reconstitution.  
4

5 5. The educational plan shall be implemented at the start of the school year following  
6 approval of the plan by the superintendent.  
7

8 6. In order to provide assurances that staff members are committed to the new  
9 educational plan at reconstituted schools, the following processes are established:  
10

11 a. All teacher-unit staff members assigned to a school identified for  
12 reconstitution shall have the opportunity to participate in the process of  
13 developing the educational plan.  
14

15 The MPS administration shall notify teachers, who may be newly assigned to a  
16 school undergoing reconstitution, that they are expected to be involved in  
17 developing an educational plan. Teachers who choose not to commit to the  
18 planning process shall not be permanently assigned.  
19

20 Those permanently assigned staff members who are not interested in  
21 participating in the development of a plan shall be excessed in June of the  
22 school year in which the school is identified for reconstitution.  
23

24 Those staff members who remain at the school, but who fail to participate in the  
25 planning process, shall be designated as excessed by the principal in June  
26 following approval of the new educational plan by the superintendent and  
27 reassigned in accordance with the contract. Participation, as used in this  
28 section, means attending ninety percent (90%) of the plan development/  
29 inservice sessions, unless unable to attend for a reason recognized under  
30 Part III, Sections G and H, of the contract, or unless excused by the principal.  
31

32 b. After the new plan has been approved by the superintendent, each teacher-  
33 unit staff member shall have the opportunity to determine if he/she is  
34 incompatible with the new educational plan. If so, the staff member shall be  
35 treated as excessed and reassigned in accordance with the provisions of Part V  
36 of the contract prior to implementation of the new educational plan.  
37

38 c. If, after the new educational plan has been implemented, a teacher  
39 determines that he/she is incompatible with the program at a reconstituted

1 school, that teacher shall confer with the principal at the earliest opportunity.  
2 An incompatibility evaluation shall be written by the principal. In an instance  
3 where a teacher has received written notice from the principal that he/she is  
4 being considered for an unsatisfactory evaluation, the principal may, but is not  
5 required to, write an incompatibility evaluation for the teacher. When the  
6 transfer is made, the evaluation shall be destroyed and there shall be no  
7 documentation of the reassignment in the permanent evaluation file of the  
8 teacher. The provisions of Part V, Section J(1)(a), which provide meaningful  
9 assignments for those transferred as a result of evaluation shall apply. The  
10 process may also be initiated by the principal subject to the provisions of  
11 Part IV, Section M, and Part V, Section K(4), of the contract.

12  
13 7. The parties understand that the provisions of Part V, Section Q, (School  
14 Reconstitution Process), are experimental in nature and shall expire upon one (1) year  
15 notice by either party to the other of its intent to sunset the provisions. Such notice shall  
16 not be given before June, 2000.

17  
18  
19 **PART VI**

20  
21 **SUMMER SCHOOL**

22  
23 **A. ASSIGNMENT**

24  
25 No available position in the Milwaukee summer schools shall be filled by a teacher not  
26 employed by the Board during the regular school term, if there is a qualified applicant for  
27 such position who is employed by the Board.

28  
29 **B. LENGTH OF ASSIGNMENT**

30  
31 When the applications from qualified teachers employed by the Board for summer school  
32 teaching positions exceed the job positions available, all applicants not assigned to the  
33 summer school staff in any year shall be considered first for assignment during the  
34 following summer school program if they apply. To assure some continuity, teachers  
35 assigned to the summer school staff shall be eligible to serve for two (2) successive  
36 summer school terms, provided summer school subjects or programs for which they  
37 qualify are being offered the second year. Teachers will not be eligible for assignment  
38 the third successive summer term, except where a lack of eligible applicants necessitates

1 such assignment. In interpreting the above language, the following priority shall be used  
2 when filling summer school teaching assignments:

- 3  
4 1. Any teacher who has completed the first year of a two (2)-year term must be given  
5 first priority if the teacher applies for the second year.  
6
- 7 2. Any teachers who applied for the previous year and were not assigned and who  
8 have again applied are given second priority.  
9
- 10 3. Any other teacher applicants who qualified and who were not assigned the  
11 previous year shall be given third priority. These may be experienced teachers who  
12 have not applied for a year or two (2) or who had applied the previous year but refused  
13 the assignment after May 1 if offered prior to that date.  
14
- 15 4. Teacher applicants who have completed two (2) successive years or more of  
16 summer employment shall be given fourth priority.  
17
- 18 5. Administrative applicants for teaching assignments shall be given fifth priority.  
19
- 20 6. Late applicants shall be given sixth priority.  
21

22 Each teacher assigned to a summer school staff shall notify the superintendent of his/her  
23 desire to accept such assignment no later than May 1 of the year in which said teacher  
24 has been assigned a position.  
25

26 Hiring of teachers within each of the above priorities shall be based on hiring those  
27 teachers who have taught the least number of summer schools within the last five (5)  
28 years first, and if that is equal, the teachers shall be hired in order of seniority, from the  
29 most senior to least senior.  
30

31 A person who works as a substitute replacing a teacher hired from the priority list shall  
32 not have that employment count as a summer school taught for determining his/her  
33 priority for the following summer. A substitute for purposes of this paragraph shall not  
34 mean a teacher hired to replace another from the priority list within the first three (3)  
35 days of summer school.  
36

37 A teacher who is absent sixteen (16) or more days due to verified personal or immediate  
38 family illness will not have that employment count as a summer school taught. The

1 person will retain for the following summer the priority he/she had when selected the  
2 previous summer.

3  
4 It shall be the responsibility of the teacher to indicate this fact on the subsequent summer  
5 school application.

6  
7 A teacher employed from the priorities who is employed for fifteen (15) or more days  
8 and who must drop the assignment for personal or immediate family illness or other  
9 reasons shall have that employment count for determining his/her priority for the  
10 following summer.

### 11 12 **C. ORIENTATION**

13  
14 If orientation for summer school is conducted, it shall be held on the day following the  
15 regular school term or the day preceding commencement of summer school.

### 16 17 **D. SUMMER SCHOOL DEPARTMENT CHAIRPERSON**

18  
19 Department chairpersons will assume a full teaching schedule. In addition, the following  
20 provisions shall apply:

21  
22 1. One (1) additional day of five (5) hours prior to the opening of school. Adding  
23 seventy percent (70%) of the daily salary of the department chairperson will be  
24 allowed.

25  
26 2. One (1) additional day of five (5) hours at the close of summer school or the  
27 equivalent at seventy percent (70%) of the daily salary of the teacher will be paid at the  
28 end of the summer school. This time may be served in the afternoon of the last week  
29 and five (5) hours of service in that week shall be certified as a day of pay at the seventy  
30 percent (70%) rate.

31  
32 3. Up to five (5) hours of time at the discretion of the principal at the certificated  
33 hourly rate will be paid during the summer session.

### 34 35 **E. PAYROLL AND HIRING PRACTICES**

36  
37 1. Each teacher shall be paid seventy percent (70%) of his/her daily rate. Effective  
38 July 1, 1991, salary increases effective July 1, shall be implemented for the duration of  
39 the summer assignment.



- 1  
2 2. Teachers who are resigning, but who teach until the close of the semester in June,  
3 may be hired for summer school if they have applied and are hired according to the  
4 priorities for summer school employment set forth in Part VI, Section B.  
5  
6 3. Teachers who resign and who do not teach until the close of school in June will  
7 not be hired for summer school if there is a qualified applicant who is employed by  
8 the Board who has applied.  
9  
10 4. Teachers returning from a sabbatical or an approved study leave or on maternity  
11 leave receive seventy percent (70%) of their updated salary for summer school teaching  
12 as of June, should they be hired under the priorities for summer school employment as  
13 set forth in Part VI, Section B.  
14  
15 5. Salary deductions for absence or tardiness are based on a five (5)-hour day as  
16 compared to an eight (8)-hour day during the regular school year.  
17  
18

## 19 **PART VII**

### 20 **GRIEVANCE AND COMPLAINT PROCEDURE**

#### 21 **A. PURPOSE**

22  
23  
24  
25 The purpose of this grievance procedure is to provide a method for quick and binding  
26 final determination of every question of interpretation and application of the provisions  
27 of this contract, thus preventing the protracted continuation of misunderstandings which  
28 may arise from time to time concerning such questions. The purpose of the complaint  
29 procedure is to provide a method for prompt and full discussion and consideration of  
30 matters of personal irritation and concern of a teacher with some aspect of employment.  
31

#### 32 **B. DEFINITIONS**

- 33  
34 1. A grievance is defined to be an issue concerning the interpretation or application of  
35 provisions of this contract or compliance therewith provided, however, that it shall not  
36 be deemed to apply to any order, action, or directive of the superintendent or anyone  
37 acting on his/her behalf, or to any action of the Board which relates or pertains to their  
38 respective duties or obligations under the provisions of the state statutes which have not  
39 been set forth in this contract.

1  
2 2. A complaint is any matter of dissatisfaction of a teacher with any aspect of his/her  
3 employment which relates primarily to wages, hours, and working conditions and which  
4 does not involve a grievance as defined above. It may be processed through the  
5 application of the third step of the grievance procedure.  
6

7 3. A continuing grievance or complaint is a situation where the time limits have been  
8 exceeded, but the condition continues to exist. Each day may constitute a new  
9 grievance or complaint. However, there shall be no retroactivity prior to the date of the  
10 filing of the written grievance or complaint, except that in the case of errors having a  
11 monetary impact not occurring as a result of teacher negligence, corrected payment  
12 shall be made retroactive for a period not to exceed one (1) year.  
13

#### 14 **C. RESOLUTION OF GRIEVANCE OR COMPLAINT**

15  
16 If the grievance or complaint is not processed by the MTEA or the grievant within the  
17 time limits at any step of the grievance or complaint procedure, it shall be considered to  
18 have been resolved by previous disposition. Failure by the administration or the Board to  
19 communicate their disposition in writing within the specified time limit shall permit the  
20 MTEA to appeal the grievance or complaint to the next step of the grievance procedure  
21 or arbitration. Any time limits in the procedure may be extended or shortened by mutual  
22 consent.  
23

#### 24 **D. STEPS OF GRIEVANCE OR COMPLAINT PROCEDURE**

25  
26 Grievances or complaints shall be processed as follows:  
27

28 **FIRST STEP.** Where a complaint is involved, a teacher shall, within five (5) workdays  
29 after he/she knew or should have known of the incident, submit the same to the principal  
30 orally. Where a grievance is involved, the teacher shall promptly, but in no case longer  
31 than thirty (30) workdays after he/she knew or should have known of the incident, submit  
32 the same to the principal orally. The principal shall orally respond to the grievance or  
33 complaint within five (5) days. If the grievance or complaint is not adjusted in a  
34 satisfactory manner orally, the grievant or complainant shall, within two (2) workdays,  
35 submit the same in writing to the principal. The principal shall advise the grievant or  
36 complainant of his/her disposition in writing within five (5) workdays after receipt of the  
37 written grievance or complaint. A copy of the disposition shall be sent to the MTEA, the  
38 grievant or complainant, and Labor Relations.  
39

1 **SECOND STEP.** If the grievance or complaint is not adjusted in a manner satisfactory  
2 to the employee or the MTEA within five (5) workdays after receipt of the written  
3 answer, then the grievance or complaint may be set forth in writing by a representative of  
4 the MTEA. The grievance shall set forth the particular section of the contract under  
5 which the grievance is brought. Either the grievant and the MTEA shall sign the  
6 grievance or complaint, or the MTEA shall sign the grievance or complaint naming the  
7 individual(s) affected.

8  
9 Copies of the same shall be transmitted to the director of the Division of Labor Relations  
10 for transmittal to the appropriate department head for discussion. Such discussion shall  
11 be held within ten (10) workdays at a mutually convenient time arranged by such  
12 department head. Within ten (10) workdays after discussion, a disposition of the  
13 grievance or complaint shall be written and distributed with a copy for the MTEA and the  
14 grievant or complainant.

15  
16 **THIRD STEP.** If the written grievance or complaint is not adjusted in a manner  
17 satisfactory to the teacher or the MTEA within ten (10) workdays of the written  
18 disposition of the department head, it may be presented to the superintendent or his/her  
19 designee for discussion. Such discussion shall be held within ten (10) workdays at a  
20 mutually convenient time fixed by the superintendent or his/her designee. Within ten  
21 (10) workdays thereafter, the superintendent shall send a written disposition to the  
22 MTEA.

23  
24 **FOURTH STEP.** If the grievance is not adjusted in a manner satisfactory to the MTEA  
25 within twenty (20) workdays of the written disposition of the superintendent, it may be  
26 presented to final binding arbitration in accordance with the following procedures.

27  
28 The final decision of the impartial referee, made within the scope of his/her jurisdictional  
29 authority, shall be binding upon the parties and the teachers covered by this contract.

30  
31 1. **JURISDICTIONAL AUTHORITY.** Jurisdictional authority is limited to  
32 consideration of grievances as herein above defined.

33  
34 The impartial referee procedure shall be subject to the following:

35  
36 a. The certifying party shall notify the other party in writing of the  
37 certification of a grievance.

1 b. The certifying party shall forward to the impartial referee a copy of the  
2 grievance and the other party's answer and send a copy of such communication  
3 to the other party.  
4

5 c. Upon receipt of such documents, the impartial referee shall fix the time and  
6 place for a formal hearing of the issues raised in the grievance not later than  
7 thirty (30) days after receipt of such documents unless a longer time is agreed to  
8 by the parties.  
9

10 d. Upon the fixing of a referee hearing date, the parties may arrange mutually  
11 agreeable terms for a prehearing conference to consider means of expediting the  
12 hearing by, for example, reducing the issues to writing, stipulating fact,  
13 outlining intended offers of proof, and authenticating proposed exhibits.  
14

15 e. In those cases where either party deems it necessary, it may be arranged  
16 that a transcript of the hearing be made by a qualified court reporter. The party  
17 making such arrangements shall bear the full cost thereof. The other party may  
18 purchase a copy. If the impartial referee requests that he/she be furnished with  
19 a copy, the expense of the original copy and the reporter's attendance charge  
20 shall be borne equally by the parties.  
21

22 f. The goal of the arbitration procedure is to provide prompt but judicious  
23 consideration of grievances. In most grievances, the time span between hearing  
24 and decision should not exceed eight (8) weeks. If briefs are to be filed, a  
25 period of up to three (3) weeks should be allowed for the filing of briefs after  
26 receipt of transcripts. Thereafter, the arbitrator may extend the filing date for an  
27 additional two (2) weeks, upon request for extenuating circumstances. If, after  
28 the initial three (3) weeks for filing briefs, either party fails to request a two  
29 (2)-week extension, or if after requesting a two (2)-week extension the party  
30 fails to file their brief, it shall be considered a waiver of the right to brief the  
31 case and the arbitrator shall proceed to prepare and issue the award.  
32

33 g. The arbitrator's award shall be transmitted within three (3) weeks after the  
34 receipt of briefs, except in very lengthy and/or complex cases.  
35

36 h. The impartial referee shall lay down the rules for orderly conduct of the  
37 hearing.  
38

1 i. In making his/her decision, the impartial referee shall be bound by the  
2 principles of law relating to the interpretation of contracts followed by  
3 Wisconsin courts.  
4

5 j. The expenses of the impartial referee shall be borne equally by the parties,  
6 except that the party requesting reconsideration or rehearing shall bear the full  
7 expenses of the impartial referee incurred in such reconsideration or rehearing.  
8

9 **2. APPOINTMENT OF IMPARTIAL REFEREE.** The impartial referee shall be  
10 selected as follows:  
11

12 a. The certifying party shall request the WERC to submit to the parties a list  
13 of names of five (5) persons suitable for selection as impartial referee.  
14

15 b. If the parties cannot agree upon one (1) of the persons named on the list,  
16 the parties shall strike a name alternately, beginning with the MTEA, until one  
17 (1) name remains. Such remaining person shall act as impartial referee. In  
18 subsequent selections, the parties shall alternate the first choice to strike a  
19 name.  
20

21 **E. PRESENCE OF COMPLAINANT OR GRIEVANT**  
22

23 1. The person taking the action may be present at every step of the procedure and  
24 shall be present at the request of the MTEA or the administration.  
25

26 2. Grievances or complaints at the second step and grievances at the third step may be  
27 processed during the day at the grievant's school. If impossible to schedule a meeting at  
28 the grievant's school, the teacher may be released without loss of pay or sick leave to  
29 meet with the appropriate party. Every effort shall be made not to absent a teacher from  
30 a class assignment.  
31

32 **F. GROUP GRIEVANCE**  
33

34 In order to prevent the filing of a multiplicity of grievances on the same question of  
35 interpretation or compliance where the grievance covers a question common to a number  
36 of teachers, it shall be processed as a single grievance, commencing at the third step.  
37 Any group grievance shall set forth thereon the names of the persons or the group and the  
38 title and specific assignments of the people covered by the group grievance. Group  
39 grievances shall be signed by a principal officer or staff representative of the MTEA.

1  
2 **G. PROCEDURE FOR GRIEVANCES WHICH ARE NOT UNDER THE**  
3 **JURISDICTION OF A PRINCIPAL**  
4

5 Any grievance or complaint based upon action of authority higher than the principal shall  
6 be initiated directly with the person having such jurisdiction of the matter.  
7

8 **H. CONDUCT MATTERS**  
9

10 Disciplinary action by the superintendent and/or Board shall be processed in accordance  
11 with the federal and state constitutions, statutes, and this contract. They shall be subject  
12 to the fourth step of the grievance procedure.  
13

14 **I. WAIVER BY THE GRIEVANT**  
15

16 A teacher who elects to proceed to arbitration shall be considered to have waived the  
17 right to pursue the matter in the courts, except as provided in Chapter 788, Wisconsin  
18 State Statutes.  
19

20 **J. PROHIBITED PRACTICES**  
21

22 In the event the MTEA alleges a prohibited practice, it shall put in writing the facts in the  
23 case. The MTEA and the director of the Division of Labor Relations shall meet and  
24 discuss the appropriate route. Within ten (10) workdays, the administration shall reply in  
25 writing what it believes is the appropriate route of processing the matter as presented.  
26 The MTEA shall then proceed in the appropriate manner. The initial filing of a  
27 prohibited practice allegation pursuant to this section shall constitute compliance with the  
28 time limits of the grievance procedure of the contract.  
29

30 **K. NON-DISCRIMINATION CLAUSE**  
31

32 The MTEA and the Board agree that it is the established policy of both parties that they  
33 shall not discriminate against any employee on the basis of sex, race, creed, national  
34 origin, marital status, political affiliation, physical handicap, or union activities.  
35

36 The Board agrees that where women and minorities are concerned, the principle of  
37 equality of treatment shall be maintained.  
38

1 Grievances involving this section shall be presented to the Board. If the matter is not  
2 satisfactorily resolved within thirty (30) days of being filed with the Board, the MTEA  
3 may proceed in the following manner. Alleged violations of this section shall not be  
4 arbitrable. They shall be submitted to the WERC for determination as prohibited  
5 practices (contract violation) pursuant to Section 111.70(3)(a)(5), Wisconsin Statutes.  
6 They shall not be handled pursuant to Section J above.

7  
8  
9 **PART VIII**

10  
11 **NO STRIKE CLAUSE**

12  
13 The MTEA and the Board subscribe to the principle that differences shall be resolved by  
14 peaceful and appropriate means without interruption of the school program. The MTEA,  
15 therefore, agrees that there shall be no strikes, work stoppages, slowdown, or other  
16 concerted refusal to perform work by the employees covered by this contract during the  
17 life of the contract. Upon notification from the Board of any unauthorized work  
18 stoppage, the MTEA shall make public that it does not endorse such stoppage. Having  
19 given such public notice, the MTEA shall be freed from all liability for any breaches of  
20 this part.

21  
22  
23 **PART IX**

24  
25 **BASIS FOR AGREEMENT**

26  
27 **A. AGREEMENT ON BEHALF OF MTEA**

28  
29 The MTEA hereby and herewith covenants, agrees, and represents to the Board that it is  
30 duly authorized and empowered to covenant for and on behalf of all employees in the  
31 bargaining unit and represents that it will faithfully and diligently abide by and be strictly  
32 bound to all the provisions of this contract as herein set forth. The parties agree that in  
33 conferences and negotiations, the MTEA will represent all employees in the bargaining  
34 unit.

35  
36 **B. AGREEMENT ON BEHALF OF THE BOARD**

37  
38 The Board hereby and herewith covenants, agrees, and represents to the MTEA that it is  
39 duly authorized and empowered to covenant for and on behalf of the Board and

1 represents that it will faithfully and diligently abide by and be strictly bound to all of the  
2 provisions of this contract as herein set forth.

3  
4 **C. AID TO CONSTRUCTION OF THE PROVISIONS OF CONTRACT**

5  
6 It is intended by the parties hereto that the provisions of this contract shall be in harmony  
7 with the duties, obligations, and responsibilities which by law devolve upon the Board  
8 and superintendent, and these provisions shall be applied in such manner as to preclude a  
9 construction thereof which will result in an unlawful delegation of powers unilaterally  
10 devolving upon the Board and superintendent.

11  
12 **D. SAVING CLAUSE**

13  
14 If any part or section of this contract, or any addendum thereto, should be held invalid by  
15 operation of law or by any tribunal of competent jurisdiction, or if compliance with or  
16 enforcement of any part or section should be restrained by such tribunal, the remainder of  
17 this contract and addenda shall not be affected thereby, and the parties shall enter into  
18 immediate collective bargaining negotiations for the purpose of arriving at a mutually  
19 satisfactory replacement for such part or section.

20  
21  
22 **PART X**

23  
24 **NON-RECRIMINATION CLAUSE**

25  
26 The Board and those acting on its behalf shall not recriminate in any way against any  
27 bargaining unit employee on the basis of his/her participation in the strike or prestrike  
28 activities. However, this provision does not preclude the Board from participation in  
29 criminal proceedings initiated by an aggrieved person.

30  
31 Teachers who received letters under Part IV, Section N, during the strike will have the  
32 letters withdrawn if the employees concerned attend a conference with an appropriate  
33 central services administrator. The employee may be represented at the conference.

34  
35 Athletic events postponed during the strike will be rescheduled, if feasible.

36  
37 The MTEA and all its bargaining unit employees agree that they shall not recriminate in  
38 any way against the Board and those active on its behalf or against other teachers or any  
39 Board employees as a result of their participation or non-participation in said strike or



1 prestrike activities. This provision does not preclude the MTEA from participation in  
2 criminal proceedings initiated by an aggrieved person.

3  
4 The Board and the MTEA recognize their responsibility to re-establish a cooperative  
5 work attitude among employees. Both the Board and the MTEA will take affirmative  
6 action to re-establish such a work attitude.

7  
8  
9 **PART XI**

10  
11 **RESIDENCY**

12  
13 All teachers to be newly employed by the Board shall maintain their residence in the city  
14 of Milwaukee. However, this provision shall be effective only when all new Board  
15 employees, including supervisory and managerial personnel, are required to maintain  
16 their residence in the city of Milwaukee. This provision may be challenged by court suit  
17 brought by the MTEA.

18  
19  
20 **PART XII**

21  
22 **REDUCTION IN WORK FORCE**

23  
24 **A. REDUCTION IN WORK FORCE PREVENTION PROCEDURES**

25  
26 1. In order to minimize the number of bargaining unit employees to be laid off, the  
27 administration shall attempt the following preventive reduction in work force measures:

28  
29 a. Normal attrition of bargaining unit employees.

30  
31 b. Solicitation of qualified volunteers.

32  
33 c. Offer to extend all unpaid leaves for one (1) school year to persons in the  
34 bargaining unit, without regard to the limitation under Part III,  
35 Section H(10)(a), of the contract.

36  
37 d. Approve all unpaid leave requests for one (1) school year, for any reason,  
38 for persons in the bargaining unit, without regard to the limitations under  
39 Part III, Section H(10)(a), of the contract.

1  
2 2. The Board will provide the necessary funds for an actuarial report for a  
3 supplemental early retirement plan. The target date for completing the actuarial report  
4 will be April 1, 1982.

5  
6 **B. LAYOFF PROCEDURE**  
7

8 All layoffs shall be based on inverse order of seniority within qualifications as set forth in  
9 the following procedures provided that the racial balance of schools is not disturbed.

10  
11 1. **SOLICIT QUALIFIED VOLUNTEERS FOR LAYOFF.** At least fifteen (15)  
12 calendar days prior to a layoff, the administration shall use the Staff Bulletin to solicit  
13 volunteers who wish to be considered for layoff. A qualified volunteer is an employee  
14 who is employed in a position identified for reduction and/or whose position can be  
15 filled by an employee who might otherwise be laid off. All employees who volunteer  
16 for layoff and who are qualified for volunteers shall be laid off first. An employee who  
17 volunteers for layoff shall volunteer for one (1) school year, after which the volunteer is  
18 subject to all recall procedures. If the layoff is not for the duration of the entire school  
19 year and if all employees other than volunteers are recalled within the volunteer's area  
20 of certification/licensure, the volunteers are then subject to the recall procedures. If  
21 there are more qualified volunteers than the number of positions to be reduced,  
22 volunteering for layoff shall be in order of the volunteer's systemwide seniority. No  
23 employee shall be involuntarily laid off if enough qualified volunteers are available.  
24

25 2. **CERTIFICATION/LICENSURE REQUIREMENTS IN ORDER TO**  
26 **EXERCISE SENIORITY.** An employee must hold a full certification/license on  
27 May 15 in order for an employee to exercise seniority rights within that area of  
28 certification/licensure. An employee holding a temporary certification/license or  
29 permit, a certification/license which has expired, or is eligible for additional  
30 certification, must present verification from his/her certifying institution or the DPI  
31 prior to July 1, that the employee can obtain (a) full certification/licensure, (b) renew an  
32 expired certification/license, or (c) obtain additional certification no later than the  
33 organization day of the following school year in order to utilize systemwide seniority in  
34 the area he/she holds temporary certification/license, an expired certification/license, or  
35 is eligible for additional certification. If it is not possible for an employee to verify (a),  
36 (b), or (c) no later than the organization day of the following school year, the employee  
37 shall not have seniority rights in the area of temporary certification/licensure, the area of  
38 a certification/license which has expired, or the area he/she sought additional  
39 certification/licensure. If an employee verified (a), (b), or (c) and fails to be eligible for

1 (a), (b), or (c) by organization day of the following school year, he/she shall be replaced  
2 with the most senior employee on layoff having certification/licensure in the area in  
3 which the employee held temporary certification/licensure, held an expired license, or  
4 sought additional certification/licensure.

5  
6 **3. EMPLOYEES IDENTIFIED FOR LAYOFF.** The administration shall  
7 determine the number of employees systemwide to be laid off by subject areas, grade  
8 levels, certification/licensure areas, and/or other areas of assignment not included in the  
9 foregoing, and establish a list of qualified volunteers and other certified bargaining unit  
10 employees, by name, who have the least amount of systemwide seniority by their  
11 certification/licensure area(s) and/or other areas of assignment not included in the  
12 foregoing that is equal to the number identified above.

13  
14 Bargaining unit members who have additional certification/licensure may use this  
15 certification to displace less senior employees in those areas of licensure.

### 16 17 **C. NOTIFICATION OF LAYOFF**

18  
19 **1. PRIOR NOTICE IN WRITING.** Bargaining unit employees who have been  
20 identified under Part XII, Section B(3), for layoff, shall be notified in writing of the  
21 layoff by the Board at least thirty (30) days prior to said layoff. If an unforeseen  
22 reduction occurs in a state or federally funded program with less than thirty (30) days  
23 notice, and the district decides a layoff shall result therefrom, a layoff notice will be sent  
24 at least fifteen (15) days prior to layoff.

25  
26 **2. NOTIFICATION TO MTEA.** The MTEA will be given a list of those  
27 employees who have been tentatively identified for layoff at least five (5) days prior to  
28 the notice to the employee as specified in Part XII, Section C(1).

29  
30 **3. NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.**  
31 The notification of layoff shall be sent by certified mail, return receipt requested, to  
32 the employee's address on the payroll file. It shall be the employee's responsibility  
33 to keep the address on the payroll file current by filing a change of address card with  
34 the Department of Finance. The Board shall mail to the MTEA a copy of each  
35 employee's notification within one (1) workday from the date that the notification is  
36 mailed to the employee.

37  
38 **4. NOTICE CONTENTS AND INFORMATION.** The notification of layoff shall  
39 contain the fact that the employee is laid off, the fact that he/she is subject to recall in

1 accordance with Part XII of the contract, and a copy of the negotiated layoff provisions  
2 under Part XII of the contract.

3  
4 **D. RESTAFFING AFTER LAYOFF**

5  
6 **1. VACANCIES**

7  
8 a. Following identification and notice to employees being laid off, normal  
9 restaffing occurs in accordance with Part V of the contract as modified by  
10 Part XII, Section D(2) and (3), below.

11  
12 b. Vacancies not able to be filled by the procedures in Part XII, Section  
13 D(1)(a), above shall be filled by employees on layoff status in accordance with  
14 Part XII, Section F, of the contract.

15  
16 **2. CURTAILMENT OF LEAVES DURING LAYOFF.** Any employee who is  
17 curtailing a leave during a period of layoff shall be placed in a vacant position for which  
18 he/she is qualified, if the employee has greater seniority than other employees similarly  
19 qualified on layoff status. If the employee curtailing his/her leave does not have greater  
20 seniority as stated, then he/she shall not be allowed to curtail said leave.

21  
22 **3. RETURNING FROM LEAVE DURING LAYOFF.** An employee returning  
23 from leave during a period of layoff shall be placed in a vacant position for which  
24 he/she is qualified if the employee has greater seniority than other employees similarly  
25 qualified on layoff status. If the employee returning from leave does not have greater  
26 seniority as stated, then he/she shall be placed on layoff status.

27  
28 **E. RIGHTS OF EMPLOYEES ON LAYOFF**

29  
30 **1. LENGTH OF RECALL RIGHTS.** Recall rights shall be extended to an  
31 employee for three (3) years from the date of layoff.

32  
33 **2. HEALTH INSURANCE.** An employee who is laid off shall be treated in the  
34 same manner as an employee on an unpaid leave. Self-paid coverage must be  
35 continuous from the time of layoff. Eligibility ceases after the 36th month following the  
36 month in which Board-paid coverage stopped.

37  
38 **3. DENTAL INSURANCE.** An employee who is laid off shall be treated in the  
39 same manner as an employee on an unpaid leave. Self-paid coverage must be

1 continuous from the time of layoff. Eligibility ceases after the 36th month following the  
2 month in which Board-paid coverage stopped. If the carrier rules limit coverage to a  
3 period of less than thirty-six (36) months, these rules will apply providing that the  
4 coverage extends at least twenty-four (24) months following the month in which Board  
5 coverage ceases.

6  
7 **4. GROUP LIFE INSURANCE.** Employees enrolled in the group life insurance  
8 plan at the time of layoff may continue in the plan. These employees will be treated in  
9 the same manner as an employee on an unpaid leave. Self-paid coverage must be  
10 continuous from the time of layoff. Eligibility ceases after the 36th month following the  
11 month in which Board coverage stopped. If carrier rules limit coverage to a period of  
12 less than thirty-six (36) months, these rules will apply providing that the coverage  
13 extends at least twenty-four (24) months following the month in which Board coverage  
14 ceases.

15  
16 **5. DEATH BENEFIT.** An employee on layoff, who is enrolled in the death benefit,  
17 may continue the benefit on a self-paid basis by paying the premium as billed by the  
18 Board on a monthly basis.

19  
20 **6. ACCUMULATED SICK LEAVE.** An employee on layoff shall retain unused  
21 accumulated sick leave at the time of layoff. Upon recall, employees shall be credited  
22 with the amount of sick leave accumulated earned up to the time of layoff. Employees  
23 who retire while on layoff shall be able to use their accumulated sick leave to qualify for  
24 benefits available to employees upon retirement; e.g., severance pay and health  
25 insurance.

26  
27 **7. INCENTIVE PAY.** An employee on layoff who has earned an incentive day  
28 for use in the following school year and who is laid off for the following school year  
29 shall retain the incentive day for use upon recall. The employee may at his/her  
30 option, at any time during layoff, be reimbursed for the incentive day at the  
31 employee's individual daily rate of salary.

32  
33 **8. OTHER EMPLOYMENT.** An employee on layoff shall not be prevented from  
34 securing other employment during the period he/she is laid off. The Board agrees that  
35 any laid-off employee who accepts other employment retains recall rights. If the  
36 employee is notified of a recall while employed with a different school district, the  
37 employee shall be allowed to conclude the school year with the other district provided  
38 there are employees on layoff in the employee's area of certification/ licensure that can  
39 be recalled. If not, then the employee would be subject to the recall procedure.

1  
2 9. **ACCUMULATED VACATION.** An employee being laid off shall use his/her  
3 accumulated vacation prior to the effective date of the layoff. The employee may, at  
4 his/her option, retain accumulated vacation for use upon recall.  
5

6 10. **SUMMER SCHOOL.** Teachers on layoff status may be hired for summer school  
7 if they have applied and are hired according to the priorities for summer school  
8 employment set forth in Part VI, Section B, of the MBSD/MTEA teacher contract. The  
9 employment of teachers on layoff status for summer school is not interpreted as a recall  
10 to a position in accordance with Part XII, Section F.  
11

12 **F. RECALL PROCEDURE**  
13

14 1. **DETERMINATION OF RECALL.** The Board shall determine the subject areas  
15 and number of positions in which recall will be made and the number of employees to  
16 be recalled.  
17

18 2. **ADDITIONAL CERTIFICATION WHILE ON LAYOFF.** Whenever an  
19 employee on layoff status obtains additional certification/licensure and files it with the  
20 MPS Department of Human Resources, he/she shall also be eligible for recall in his/her  
21 additional area of certification/licensure.  
22

23 3. **FROM LAYOFF.** An employee on layoff shall be recalled to a vacancy for  
24 which the employee is qualified in order of systemwide seniority. An employee who  
25 has not requested a vacancy which is staffed in accordance with Part V, Section K, of  
26 the contract shall be offered such assignment and shall have the right to refuse such  
27 assignment without waiving recall rights as defined in Part XII, Section F.  
28

29 4. **NOTIFICATION OF RECALL.** The notification of recall shall be sent by  
30 certified mail, return receipt requested, to the employee's address on the payroll file. It is  
31 the employee's responsibility to keep his/her address on the payroll file current by filing  
32 a change of address card with the Department of Finance. The Board shall mail to the  
33 MTEA a copy of each employee's recall notification within one (1) workday from the  
34 date that the notification is mailed to the employee.  
35

36 5. **RESPONSE TO RECALL.** An employee will have ten (10) days from receipt of  
37 the recall notice to respond, and a maximum of thirty (30) days from the receipt of the  
38 notice to report to work.  
39

1           **6. FAILURE TO RESPOND OR REFUSAL OF RECALL.** If an employee on  
2 layoff does not respond to the offer to be recalled within the ten (10) days or he/she  
3 refuses to be recalled, the employee then waives any further rights as set forth in  
4 Part XII, Section E, except those benefits which are prepaid prior to layoff. In the event  
5 that an employee is unable to report within the prescribed time limits by reason of  
6 illness, injury, or other personal emergency, he/she shall not forfeit his/her recall rights  
7 provided notice of such circumstances is given to the employer in writing within the  
8 time period that the employee is required to respond to the recall notice and provided  
9 he/she notified the employer when he/she is able to be recalled. Volunteers for layoff  
10 and employees on layoff who have accepted other employment with a different school  
11 district are subject to the recall procedures as modified by Part XII, Sections B(1) and  
12 E(8).  
13

14           **7. NO NEW EMPLOYEES OR SUBSTITUTES IN VACANT POSITIONS.** No  
15 vacant position shall be filled by a substitute or a newly hired employee while there are  
16 employees on layoff who are qualified to fill the vacant position. The previous sentence  
17 is to be considered a waiver of Part V, Section M, of the contract while employees in  
18 the bargaining unit are on layoff in the certification/licensure area of the vacant position  
19 to be filled.  
20

## 21 **G. GENERAL PROVISIONS**

22  
23           **1. SENIORITY OF ADMINISTRATORS/SUPERVISORS.** Computation of  
24 seniority for layoff shall include all years of service in the teacher bargaining unit plus  
25 up to three (3) years of service in an administrative/supervisory capacity. Said seniority  
26 shall be equal to the number of years of continuous, full-time service. In assignment to  
27 positions in the bargaining unit and while serving in said positions, former  
28 administrators/supervisors will be subject to all aspects of the contract.  
29

30           **2. DPI CERTIFICATION/LICENSURE.** Wherever the terms certification/  
31 license, certification/licensure, certified licensed, or any other terminology referring to  
32 certification/license are used, it means DPI Certification/Licensure.  
33

34           **3. QUALIFIED.** Wherever the term qualified is used in Part XII, Sections D and F,  
35 it shall mean the qualifications established by the DPI and additional requirements  
36 established by the Board if any such additional requirements are necessary to retain a  
37 teaching staff which is minimally qualified to teach the programs, courses, and  
38 curriculum which the school district wants to provide.  
39

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**PART XIII**

**MENTOR PROGRAM**

**1. CITYWIDE MENTOR PROGRAM**

a. A joint mentor board composed of seven (7) teachers selected by the MTEA and six (6) administrators appointed by the superintendent will be responsible for the establishment and the definition of the mentor role within the meaning of the contract and the method for selection and identification of mentors.

b. The joint mentor board will select eighteen (18) full-time mentors.

c. The joint mentor board will determine which new teachers shall be served in the mentor program.

d. The workload for each mentor shall be determined by the joint mentor board.

2. Mentors shall be chosen by the joint mentor board.

3. The following criteria shall apply to mentor selection:

a. Minimum of five (5) years successful teaching experience in the Milwaukee Public Schools.

b. Appointment for one (1) year, renewable by the joint mentor board.

c. Each mentor may work as a mentor for a maximum of three (3) out of any five (5) years.

d. Three (3) letters of recommendation, at least two (2) of which must be from fellow teachers.

e. Mentors shall be included in Appendix H.



1 4. The mentor shall retain his/her right to the teaching assignment held at the time of  
2 selection, however, this right shall not extend beyond the end of the school year in  
3 which the mentor assignment began.  
4

5 5. If a substitute teacher is assigned to replace the mentor in his/her teaching  
6 assignment, the substitute teacher shall be entitled to teacher equivalent salary and  
7 benefits for the duration of the assignment.  
8

9 6. No mentor shall be eligible for any administrative/supervisory position for one (1)  
10 year following the end of the mentor assignment.  
11

12 7. No mentor, who becomes an administrator/supervisor, may have any  
13 involvement/responsibilities in the evaluation of any non-tenured teacher with whom  
14 he/she worked.  
15

16 8. All decisions of the joint mentor board on any subject, without limitation by  
17 enumeration, including the selection of all mentors, shall require the affirmative vote of  
18 nine (9) members of the joint mentor board.  
19

20 9. Nothing in this section shall preclude Board involvement without joint mentor  
21 board approval in local school teacher assistance/orientation type inservice programs.  
22

23 10. This section shall sunset as of July 1, 2000.  
24  
25

## 26 **PART XIV**

### 27 **TEACHER EVALUATION AND MENTORING (TEAM)**

28  
29  
30 Intervention Program:

31  
32 The TEAM program is to provide positive intervention and evaluation to teachers who  
33 show a need for assistance in their classroom performance.  
34

35 1. Citywide Teacher Evaluation and Mentoring Program (TEAM)

36  
37 a. A Joint Peer Review Board (Joint Board) composed of six (6) teachers  
38 selected by the MTEA and five (5) administrators selected by the  
39 superintendent will be responsible for the establishment and the definition of

1 the TEAM teacher role within the meaning of the contract and the method for  
2 selection and identification of the TEAM teacher and other responsibilities and  
3 operational aspects of the program.  
4

5 b. The Joint Board will be co-chaired by a member of the MTEA appointed  
6 by the MTEA and an administrator appointed by the superintendent. The  
7 MTEA co-chair will also serve as full-time released coordinator of the TEAM  
8 program.  
9

10 c. To meet, at least seven (7) members of the Joint Board must be present. If  
11 consensus cannot be reached, decisions of the Joint Board shall require a vote,  
12 by secret ballot. The Joint Board may take action on a matter with the  
13 affirmative vote of at least seven (7) members.  
14

15 d. The Milwaukee Board of School Directors (School Board) shall provide  
16 funds for at least six (6) full-time TEAM teachers. The duties of the TEAM  
17 teachers will be determined by the Joint Board.  
18

19 e. The Joint Board will determine which teachers shall participate in the  
20 TEAM program.  
21

22 f. The workload for each TEAM teacher shall be no more than five (5)  
23 participant teachers.  
24

25 g. TEAM teachers shall be chosen by the Joint Board from the MTEA teacher  
26 bargaining unit.  
27

28 h. The following criteria shall apply for TEAM teacher selection:  
29

30 1) Completion of nine (9) years successful teaching experience in the  
31 Milwaukee Public Schools at the time of application.  
32

33 2) Three (3) letters of recommendation, at least two (2) of which must be  
34 from fellow teachers.  
35

36 3) Each TEAM teacher shall have an initial appointment for one (1) year,  
37 renewable annually by the Joint Board.  
38

1                   4) Each TEAM teacher may work as a TEAM teacher for a maximum of  
2 three (3) out of any five (5) years.

3  
4                   i. TEAM teachers shall work a two hundred (200)-day schedule and be paid  
5 in accordance with Appendix Q.

6  
7                   j. The TEAM teacher shall retain his/her right to the teaching assignment  
8 held at the time of selection. This right shall not extend beyond the end of the  
9 school year in which the TEAM teacher's assignment began except that a  
10 TEAM teacher initially appointed for the second semester will retain his/her  
11 right to the teaching assignment through the end of the subsequent school year.

12  
13                   k. If a substitute teacher is assigned to replace the TEAM teacher in his/her  
14 teaching assignment, the substitute teacher shall be entitled to teacher  
15 equivalent salary and benefits for the duration of the assignment.

16  
17                   l. No TEAM teacher shall be eligible for any administrative/supervisory  
18 position for one (1) year following the end of the TEAM teacher assignment.

19  
20                   m. TEAM teachers shall not testify or be involved in any termination  
21 proceedings before the school board or in arbitration regarding the performance  
22 of teachers with whom they have worked. Neither private conversations  
23 between the participant teacher and the TEAM teacher, nor the TEAM teacher's  
24 anecdotal notes may be used in termination hearings.

25  
26                   n. TEAM teachers may be indemnified and held harmless while in  
27 performance of their duties.

28  
29                   2. Guidelines for the program are as follows:

30  
31                   a. Any teacher who has completed three (3) years or more of MPS teaching  
32 service and who demonstrates serious performance deficiencies is eligible for  
33 participation in the TEAM program.

34  
35                   b. Any teacher can be referred for participation in the TEAM program by:

36  
37                   1) A principal/supervisor after a minimum of two (2) observations

38  
39                   2) A colleague

1  
2                   3) Self-referral  
3

4                   The individual who initiates the referral shall include specific areas for needed  
5 performance improvement on a signed form developed by the Joint Board.  
6

7                   c. Teachers will enter the program at the beginning of a semester except as  
8 decided by the Joint Board.  
9

10                  d. If after reviewing the information provided on the referral form and  
11 considering any other available information, the Joint Board determines a  
12 referral to be valid, a TEAM teacher will be assigned to investigate each referral  
13 and report back to the Joint Board after a minimum of two (2) observations,  
14 with a recommendation as to whether or not participation is appropriate.  
15

16                  e. The Joint Board will make the final decision on whether assistance shall be  
17 offered.  
18

19                  f. The teacher shall have the right to accept or refuse the offer of  
20 participation. A teacher who refuses to participate in the TEAM program will  
21 have the refusal documented in his/her evaluation records.  
22

23                  g. If the referred teacher accepts the offer of participation, the TEAM teacher  
24 will work with the participating teacher for a minimum of two (2) full  
25 semesters.  
26

27                  h. The TEAM teacher, principal/supervisor, and the participant teacher will  
28 meet to set reasonable goals and to determine the responsibilities of each party.  
29 Regular meetings will occur to determine progress and to set continuing goals.  
30 Documentation of these meetings as prepared by the principal/supervisor  
31 including any responses of the participant teacher may be used in evaluation  
32 procedures regarding the participant teacher.  
33

34                  i. The Joint Board will be provided with regular updated written and oral  
35 reports on the progress of the participant teacher by the TEAM teacher on a  
36 schedule determined by the Joint Board.  
37

1 j. Any teacher who is currently participating in the TEAM program shall not  
2 be voluntarily reassigned unless it is recommended by the Joint Board and the  
3 teacher agrees to the reassignment.  
4

5 k. Any teacher who is currently participating in the TEAM program shall not  
6 utilize provision Part V, Sections G, J, and P, regarding voluntary transfer  
7 unless it is recommended by the Joint Board.  
8

9 l. The Joint Board will make a formal written determination as to whether the  
10 participant teacher exited the TEAM program successfully or unsuccessfully,  
11 including the reasons upon which the determination is based.  
12

13 m. The district will not use the materials or assessment of teachers generated  
14 by participation in the TEAM program in any non-renewal, termination, or  
15 disciplinary procedure except for:  
16

- 17 1) Date the participant teacher entered the TEAM program
- 18
- 19 2) Date the participant teacher exited the TEAM program
- 20
- 21 3) Whether the participant teacher exited the TEAM program
- 22 satisfactorily or unsatisfactorily, including the written determination of the
- 23 Joint Board described in the preceding paragraph
- 24
- 25 4) The goals which were mutually established by the TEAM teacher, the
- 26 principal/supervisor, and the participant teacher
- 27
- 28 5) A listing of meetings or site visits involving the TEAM teacher and the
- 29 participant teacher, including a log of dates and times
- 30
- 31 6) Any documentation prepared by the principal/supervisor and shared
- 32 with the TEAM teacher and participant teacher
- 33
- 34 7) Any documentation in the possession of the Joint Board

35  
36 n. Either or both of the co-chairs of the Joint Board may be called to give  
37 evidence at termination procedures referred to in Part XIV.  
38

1 o. The timeline for the operation of the program shall be as follows:

| 2  | 3 Semester I         | 4 Semester II        |                       |
|----|----------------------|----------------------|-----------------------|
| 5  | No later than May 15 | No later than        | Notification of entry |
| 6  |                      | December 15          |                       |
| 7  |                      |                      |                       |
| 8  | Beginning of the     | Beginning of the     | Entry into program    |
| 9  | first semester       | second semester      |                       |
| 10 |                      |                      |                       |
| 11 | End of the           | End of the           | Exit from program     |
| 12 | second semester      | first semester       |                       |
| 13 |                      |                      |                       |
| 14 | Within 10 calendar   | Within 10 calendar   | Superintendent's      |
| 15 | days of Jt. Bd       | days of Jt. Bd       | notice to Board*      |
| 16 | determination of     | determination of     |                       |
| 17 | unsuccessful exit    | unsuccessful exit    |                       |
| 18 |                      |                      |                       |
| 19 | Within 40 calendar   | Within 40 calendar   | Board hearing         |
| 20 | days of supt. notice | days of supt. notice |                       |
| 21 | to Board             | to Board             |                       |
| 22 |                      |                      |                       |
| 23 | Upon conclusion      | Upon conclusion      | Termination           |
| 24 | of the Board hearing | of the Board hearing |                       |
| 25 |                      |                      |                       |

26 \*All notices to the teacher required by Part XIV of this contract shall be  
27 delivered personally or sent by first class mail to the last known address of the  
28 teacher.

29  
30 p. Participant teachers, teachers who have exited unsuccessfully from the  
31 TEAM program and who have resigned from MPS employment within thirty  
32 (30) days of exiting the TEAM program, and teachers who have been offered  
33 participation in the TEAM program but have chosen to resign within thirty (30)  
34 days of the offer, shall be eligible for career counseling to be provided by an  
35 agency determined by the Joint Board and paid for by the School Board. This  
36 career counseling may consist of individual counseling sessions, resume  
37 preparation, and appropriate job search training. The cost shall not exceed five  
38 hundred dollars (\$500) for any one (1) person.  
39

1 q. The School Board shall not challenge any unemployment compensation  
2 claim of and shall extend Board-paid health insurance for up to six (6) months  
3 to any teacher who resigns and is one of the following at the time of  
4 resignation:

5 1) A participant teacher

6 2) A teacher who has exited unsuccessfully from the TEAM program

7  
8 3) A teacher who has been offered participation in the TEAM program  
9 but has chosen to resign within thirty (30) days of the offer  
10

11  
12 r. Participation in the TEAM program shall not prohibit any participant  
13 teacher from exercising his/her legal and contractual rights, including the  
14 grievance and arbitration procedures. Similarly, nothing shall prohibit the  
15 school district at the conclusion of the TEAM program from bringing action to  
16 terminate against any participant teacher, except as stipulated in this agreement.  
17

18 s. Nothing in this agreement shall prohibit the teacher's principal/supervisor  
19 from conducting reasonable classroom observations and submitting a summary  
20 evaluation to the Joint Board as part of the TEAM program or separately.  
21

22 3. If the superintendent recommends termination of a teacher who has been  
23 unsuccessfully exited from the TEAM program and who has completed two (2) full  
24 semesters in the program, such notification from the superintendent to the Board must  
25 occur in accordance with the timeline in item 2(o).  
26

27 4. In the event the superintendent decides to recommend that the teacher's contract be  
28 terminated in accordance with the timeline in item 2(o), he/she shall notify the Board  
29 with a copy to the teacher of the recommendation, together with the specific reasons  
30 upon which he/she relied. He/she shall notify the teacher that he/she may, within ten  
31 (10) calendar days of the mailing date of the notice, request a full and fair hearing  
32 before the full Board. Any hearing so requested shall be held in accordance with the  
33 timelines above. The decision of the Board shall be based on a full and fair  
34 consideration of the evidence adduced at the hearing and include specific reasons for the  
35 decision. The Board's written decision will be provided to the teacher, the MTEA, and  
36 the teacher's individual representative (if any) within fourteen (14) calendar days.  
37  
38

1 5. Should there be any dispute between the MTEA and the School Board concerning  
2 just cause for action of the School Board, it shall be subject to final and binding  
3 arbitration, in accordance with the final step of the grievance procedure. The parties to  
4 this contract shall make all reasonable efforts to agree to conclude the arbitration no  
5 later than forty-five (45) workdays after notification of the action taken by the School  
6 Board.

7  
8  
9 **PART XV**

10  
11 **SPECIAL EDUCATION MOST RESTRICTIVE PLACEMENT (MRP)**  
12 **CADRES, MENTORS, AND MENTOR BOARD**

13  
14 **A. SPECIAL EDUCATION MOST RESTRICTIVE PLACEMENT (MRP)**  
15 **CADRES**

16  
17 1. The Board agrees to annually develop seven (7) cadres of special education  
18 teachers who are assigned to MRP classes. Each cadre should be made up of not more  
19 than ten (10) teachers. Cadres shall be organized around teachers of students of similar  
20 age/grade level and disability. Priority shall be given to teachers with less than five (5)  
21 years of special education teaching experience.

22  
23 2. A mentor teacher, under the supervision of a special education leadership liaison  
24 (SELL) shall be assigned to each cadre and will be responsible for scheduling and  
25 chairing meetings.

26  
27 3. Cadres will meet for the purpose of:

- 28  
29 a. Professional development/training  
30  
31 b. Case reviews  
32  
33 c. Coping strategies/emotional support  
34  
35 d. Identifying school level concerns

36  
37 4. Cadres shall meet for a total of up to forty (40) hours during the course of a school  
38 year. The meetings shall occur outside of the regular teacher day. Teachers shall be  
39 paid at the part-time certificated hourly rate for time spent in meetings after the school



1 day and their individual hourly rates on Saturday.  
2

3 5. Mentor teachers, with the prior approval from the SELL, may choose to invite  
4 people with special knowledge or expertise to meet with the group from time to time.  
5 These may include school psychologists, social workers, diagnostic teachers, and other  
6 individuals within or outside the district.  
7

8 6. In addition to their work managing the meetings of their cadre group, the mentors  
9 will work in classrooms with individual members of their cadre to model teaching  
10 methods, offer support, assist in locating resources, and serving on the mentor board.  
11

12 7. Teachers who have participated in a cadre for one (1) year shall be afforded the  
13 opportunity in the second year to meet with their mentor and cadre for follow-up  
14 support on a once a month basis for up to twenty (20) hours in a school year. Each  
15 participating teacher shall be paid at the part-time certificated rate for time spent in  
16 meetings after the school day and at their individual hourly rate on Saturday.  
17

## 18 **B. SPECIAL EDUCATION MRP MENTORS**

19  
20 1. Teachers may apply for the special education MRP mentor position by completing  
21 an application form.  
22

23 2. As an exception to Part V, Sections G and Q, a joint team will be established to  
24 interview applicants for the special education MRP mentor positions. The team will  
25 consist of six (6) representatives. The MPS and MTEA will each appoint three (3)  
26 representatives to the interview team.  
27

28 3. The posting will include a description of the program and the qualifications.  
29

30 4. The following criteria shall apply to the mentor selection:  
31

32 a. Minimum of five (5) years fully certified, successful teaching experience in  
33 the Milwaukee Public Schools.  
34

35 b. Experience and training in the disability area and grade/age level to which  
36 they will be assigned as a mentor.  
37

38 c. Appointment for two (2) years, with an option to renew for third year,  
39 renewable by the parties.

- 1
- 2 d. Each mentor may work for a maximum of three (3) out of any five (5) years.
- 3
- 4 e. Three (3) letters of recommendation, at least two (2) of which must be from
- 5 fellow teachers.
- 6
- 7 f. Mentors shall be included in Appendix Q.
- 8
- 9 5. The mentor shall retain his/her right to the teaching assignment held at the time of
- 10 selection, however, this right shall not extend beyond the end of the school year in
- 11 which the mentor assignment began.
- 12
- 13 6. If a substitute teacher is assigned to replace the mentor in his/her teaching
- 14 assignment, the substitute shall be entitled to teacher equivalent salary and benefits for
- 15 the duration of this assignment.
- 16
- 17 7. No mentor shall be eligible for any administrative/supervisory position for one (1)
- 18 year following the end of the mentor assignment.
- 19
- 20 8. No mentor, who becomes an administrator/supervisor, may have any involvement
- 21 in the evaluation of any non-tenured teacher with whom he/she worked.
- 22

23 **C. MENTOR BOARD**

24

25 The mentors will meet as a group at least once a month during the school year with

26 representatives from the MPS Department of Special Services, Department of

27 Administrative Accountability, Department of Leadership Support, and the MTEA for the

28 purpose of coordinating efforts, providing resources, identifying school level concerns, and

29 determining necessary intervention.

30

31 Part XV will sunset on June 30, 2009.

32

33

34 **PART XVI**

35

36 **JOB-SHARING PILOT PROGRAM**

37

- 38 1. Job sharing is defined as a voluntary program designed to provide opportunities for
- 39 two (2) employees to equally share one (1) full-time equivalent teaching position for a

1 full school year.

2  
3 2. The Board agrees to identify up to twenty-five (25) shared positions during the  
4 term of this agreement. During the 2006-2007 school year, this provision shall apply  
5 only to teachers on leave or teachers approved for an appropriate leave. Beginning with  
6 the 2008-2009 school year, all teachers shall be eligible.

7  
8 3. The Board will determine the high need areas (i.e., special education, bilingual)  
9 and the specific categories in which the job-sharing arrangements will be piloted and  
10 the number of shared positions allocated to each high need area. These opportunities  
11 will be announced by no later than the end of the first semester of each school year.

12  
13 4. A shared teaching position shall consist of one hundred ninety-one (191)-day  
14 position shared by two (2) teachers at the equivalent of ninety-five and one-half (95.5)  
15 days each, or in the case of two hundred (200)-day positions, at the equivalent of one  
16 hundred (100) days each. The method of sharing and the individual work schedules  
17 shall be established by the school/department after the volunteers and the positions to be  
18 shared have been identified, but no later than the first week of the school year.

19  
20 5. Process for Requesting a Job-Sharing Arrangement:

21  
22 a. Applicants for a job-sharing arrangement will submit a request to the  
23 Department of Human Resources for the potential job-share positions no later than  
24 February 1 of the year preceding the year of the intended job-share agreement.

25  
26 b. A request to renew or vacate the job-sharing arrangement must be submitted  
27 annually to the Department of Human Resources no later than February 1.

28  
29 c. Within five (5) workdays after the deadline for submission of the initial  
30 interest forms, the Department of Human Resources will mail each applicant a list  
31 of all of the other teachers with like licenses who are interested in job sharing.

32  
33 d. Applicants will have approximately three (3) weeks to find a job-share  
34 partner, delineate how they intend to split a position, and submit a job-share  
35 partner application form to the Department of Human Resources. The deadline for  
36 applications will be set by the Department of Human Resources.

37  
38 e. Applicants to a job-sharing position must apply as a team for vacancies in the  
39 subsequent school year in accordance with the normal reassignment process. The

1 seniority date of the more senior member of the applicant team shall be used in  
2 determining eligibility for a vacancy where seniority is the determining factor.

3  
4 6. Teachers participating in a job-sharing arrangement may only return to available  
5 full-time positions after notice of their intent to return to full-time employment.  
6 Teachers returning to full-time employment will only be returned at the beginning of a  
7 school year or at the beginning of a semester, unless other acceptable arrangements are  
8 made with the Department of Human Resources.

9  
10 7. In the event that a job-sharing position is eliminated, each of the participants may  
11 exercise any and all rights as full-time employees.

12  
13 8. Each teacher in a job-sharing position must be certified to teach those subject/  
14 grade levels required for the shared job.

15  
16 9. All shared positions shall be split on a fifty/fifty (50/50) basis.

17  
18 10. Teachers who share a position shall be paid their daily rate for each full day of  
19 employment and a lesser amount if they work on a partial day basis.

20  
21 11. Teachers in shared positions will not receive a paid lunch period unless employed  
22 for a full workday.

23  
24 12. Any teacher who shares a position shall be locked into said position for the  
25 remainder of the school year in which said position was accepted.

26  
27 13. If one (1) of the teachers in a shared position vacates the position during the school  
28 year or is temporarily absent due to illness, FMLA, or worker's compensation, the  
29 remaining teacher shall assume the position on a full-time basis for the duration of the  
30 leave or the balance of the school year if the district is unable to find appropriate  
31 substitute coverage or determines it is operationally unfeasible.

32  
33 14. Any teacher sharing a position on a semester basis will waive his/her rights to  
34 unemployment benefits during that semester in which he/she does not work and agrees  
35 not to file for or collect any unemployment benefits during said semester. If this item is  
36 found unlawful, the semester sharing basis shall become null and void and any teacher  
37 sharing a position in such a manner will forthwith share a position in a manner  
38 consistent with the remainder of this agreement.  
39

1 15. Where departmental or school meetings are required (i.e., faculty meetings, open  
2 house, and parent/teacher conferences), teachers in a shared position will work out a  
3 split of these responsibilities and a means to share necessary information.  
4

5 16. Schedule changes for teachers in shared positions may be modified for emergency  
6 or operational needs only. The decision to modify a schedule shall be at the discretion  
7 of the school/department.  
8

9 17. Teachers who share a position shall be entitled to the following negotiated benefits:

10 a. Health insurance

11 b. Dental insurance

12 c. Tuition reimbursement

13 d. Sick leave accumulation and usage

14 e. Proportionate life insurance

15 f. Proportionate pension accrual

16 g. Proportionate protection in the areas of assault or injury for the remainder of  
17 the school year in which the teacher was sharing said position and full benefits  
18 thereafter in accordance with the contract between the Board and the MTEA

19 h. Full protection in the areas of automobile or personal property coverage  
20

21 18. Teachers shall accrue full seniority while filling a shared position. Their  
22 anniversary date shall not be changed as a result of accepting a shared position.  
23

24 19. Part XVI will sunset on June 30, 2009.  
25  
26  
27  
28  
29  
30  
31  
32  
33

**MILWAUKEE TEACHERS' EDUCATION ASSOCIATION  
NEGOTIATING TEAM**

1  
2  
3  
4  
5 Dennis Oulahan, President

6  
7  
8 Rozalia Harris, Member

9  
10  
11 Michael Langyel, Member

12  
13  
14 Robert Lehmann, Member

15  
16  
17 Dan Lotesto, Jr., Member

18  
19  
20 Julio Santiago, Member

21  
22  
23 Michele Thomas, Member

24  
25  
26 Larry Woods, Jr., Member

27  
28  
29 Samuel J. Carmen, MTEA Executive Director

30  
31  
32 Nancy Costello, MTEA Assistant Executive Director

33  
34  
35 Joan Heithoff, MTEA Assistant Executive Director

1 **MILWAUKEE BOARD OF SCHOOL DIRECTORS**

2  
3 **OFFICERS**

4  
5  
6  
7 \_\_\_\_\_  
8 Joe Dannecker, President

9  
10 \_\_\_\_\_  
11 William G. Andrekopoulos, Superintendent of Schools

12  
13 \_\_\_\_\_  
14 Lynne Sobczak, Director/Board Clerk

15  
16 \_\_\_\_\_  
17 Deborah A. Ford, Executive Director  
18 Department of Human Resources

19  
20  
21 **FINANCE/PERSONNEL COMMITTEE**

22  
23  
24  
25 \_\_\_\_\_  
26 Barbara Horton, Chair

27  
28 \_\_\_\_\_  
29 Danny Goldberg, Member

30  
31 \_\_\_\_\_  
32 Kenneth L. Johnson, Member

33  
34 \_\_\_\_\_  
35 Jennifer Morales, Member

36  
37 \_\_\_\_\_  
38 Jeff Spence, Member

**APPENDIX A  
SALARY SCHEDULE FOR  
191-DAY TEACHERS AND TEACHER-LIBRARIANS  
JULY 1, 2005 - JANUARY 29, 2006  
SEMESTER I**

1  
2  
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35  
36  
37  
38

| <b>Steps</b> | <b>BA</b> | <b>BA+16</b> | <b>MA</b> | <b>MA+16</b> | <b>MA+32</b> | <b>Non-degree</b> |
|--------------|-----------|--------------|-----------|--------------|--------------|-------------------|
| 1            | 32,926    | 34,458       | 36,911    | 38,447       | 39,979       | 31,392            |
| 2            | 34,386    | 35,992       | 38,562    | 40,170       | 41,775       | 32,779            |
| 3            | 35,848    | 37,525       | 40,213    | 41,890       | 43,572       | 34,166            |
| 4            | 37,307    | 39,058       | 41,864    | 43,617       | 45,369       | 35,554            |
| 5            | 38,767    | 40,592       | 43,514    | 45,339       | 47,164       | 36,941            |
| 6            | 40,226    | 42,127       | 45,163    | 47,063       | 48,960       | 38,329            |
| 7            | 41,688    | 43,659       | 46,813    | 48,787       | 50,758       | 39,716            |
| 8            | 43,148    | 45,193       | 48,464    | 50,507       | 52,554       | 41,102            |
| 9            | 44,608    | 46,729       | 50,115    | 52,233       | 54,350       | 42,490            |
| 10           | 46,069    | 48,260       | 51,764    | 53,957       | 56,147       | 43,878            |
| 11           | 47,529    | 49,793       | 53,415    | 55,679       | 57,943       | 45,266            |
| 12           | 48,992    | 51,327       | 55,416    | 57,755       | 59,738       | 45,857            |
| 13           | 49,700    | 52,155       | 57,607    | 59,131       | 61,534       |                   |
| 14           |           |              | 58,718    | 60,286       | 62,751       |                   |
| 15           |           |              | 59,836    | 62,266       | 64,971       |                   |
| 16           |           |              | 60,956    | 64,248       | 67,194       |                   |



**SALARY SCHEDULE FOR  
191-DAY TEACHERS AND TEACHER-LIBRARIANS  
JANUARY 30, 2006 - JUNE 30, 2006  
SEMESTER II**

| Steps | BA     | BA+16  | MA     | MA+16  | MA+32  | Non-degree |
|-------|--------|--------|--------|--------|--------|------------|
| 1     | 33,173 | 34,716 | 37,188 | 38,735 | 40,279 | 31,627     |
| 2     | 34,644 | 36,262 | 38,851 | 40,471 | 42,088 | 33,025     |
| 3     | 36,117 | 37,806 | 40,515 | 42,204 | 43,899 | 34,422     |
| 4     | 37,587 | 39,351 | 42,178 | 43,944 | 45,709 | 35,821     |
| 5     | 39,058 | 40,896 | 43,840 | 45,679 | 47,518 | 37,218     |
| 6     | 40,528 | 42,443 | 45,502 | 47,416 | 49,327 | 38,616     |
| 7     | 42,001 | 43,986 | 47,164 | 49,153 | 51,139 | 40,014     |
| 8     | 43,472 | 45,532 | 48,827 | 50,886 | 52,948 | 41,410     |
| 9     | 44,943 | 47,079 | 50,491 | 52,625 | 54,758 | 42,809     |
| 10    | 46,415 | 48,622 | 52,152 | 54,362 | 56,568 | 44,207     |
| 11    | 47,885 | 50,166 | 53,816 | 56,097 | 58,378 | 45,605     |
| 12    | 49,359 | 51,712 | 55,832 | 58,188 | 60,186 | 46,201     |
| 13    | 50,073 | 52,546 | 58,039 | 59,574 | 61,996 |            |
| 14    |        |        | 59,158 | 60,738 | 63,222 |            |
| 15    |        |        | 60,285 | 62,733 | 65,458 |            |
| 16    |        |        | 61,413 | 64,730 | 67,698 |            |

**SALARY SCHEDULE FOR  
191-DAY TEACHERS AND TEACHER-LIBRARIANS  
JULY 1, 2006 - JANUARY 28, 2007  
SEMESTER I**

| Steps | BA     | BA+16  | MA     | MA+16  | MA+32  | Non-degree |
|-------|--------|--------|--------|--------|--------|------------|
| 1     | 33,671 | 35,237 | 37,746 | 39,316 | 40,883 | 32,101     |
| 2     | 35,164 | 36,806 | 39,434 | 41,078 | 42,719 | 33,520     |
| 3     | 36,659 | 38,373 | 41,123 | 42,837 | 44,557 | 34,938     |
| 4     | 38,151 | 39,941 | 42,811 | 44,603 | 46,395 | 36,358     |
| 5     | 39,644 | 41,509 | 44,498 | 46,364 | 48,231 | 37,776     |
| 6     | 41,136 | 43,080 | 46,185 | 48,127 | 50,067 | 39,195     |
| 7     | 42,631 | 44,646 | 47,871 | 49,890 | 51,906 | 40,614     |
| 8     | 44,124 | 46,215 | 49,559 | 51,649 | 53,742 | 42,031     |
| 9     | 45,617 | 47,785 | 51,248 | 53,414 | 55,579 | 43,451     |
| 10    | 47,111 | 49,351 | 52,934 | 55,177 | 57,417 | 44,870     |
| 11    | 48,603 | 50,918 | 54,623 | 56,938 | 59,254 | 46,289     |
| 12    | 50,099 | 52,488 | 56,669 | 59,061 | 61,089 | 46,894     |
| 13    | 50,824 | 53,334 | 58,910 | 60,468 | 62,926 |            |
| 14    |        |        | 60,045 | 61,649 | 64,170 |            |
| 15    |        |        | 61,189 | 63,674 | 66,440 |            |
| 16    |        |        | 62,334 | 65,701 | 68,713 |            |

**SALARY SCHEDULE FOR  
191-DAY TEACHERS AND TEACHER-LIBRARIANS  
JANUARY 29, 2007 - JUNE 30, 2007  
SEMESTER II**

| Steps | BA     | BA+16  | MA     | MA+16  | MA+32  | Non-degree |
|-------|--------|--------|--------|--------|--------|------------|
| 1     | 34,008 | 35,589 | 38,123 | 39,709 | 41,292 | 32,422     |
| 2     | 35,516 | 37,174 | 39,828 | 41,489 | 43,146 | 33,855     |
| 3     | 37,026 | 38,757 | 41,534 | 43,265 | 45,003 | 35,287     |
| 4     | 38,533 | 40,340 | 43,239 | 45,049 | 46,859 | 36,722     |
| 5     | 40,040 | 41,924 | 44,943 | 46,828 | 48,713 | 38,154     |
| 6     | 41,547 | 43,511 | 46,647 | 48,608 | 50,568 | 39,587     |
| 7     | 43,057 | 45,092 | 48,350 | 50,389 | 52,425 | 41,020     |
| 8     | 44,565 | 46,677 | 50,055 | 52,165 | 54,279 | 42,451     |
| 9     | 46,073 | 48,263 | 51,760 | 53,948 | 56,135 | 43,886     |
| 10    | 47,582 | 49,845 | 53,463 | 55,729 | 57,991 | 45,319     |
| 11    | 49,089 | 51,427 | 55,169 | 57,507 | 59,847 | 46,752     |
| 12    | 50,600 | 53,013 | 57,236 | 59,652 | 61,700 | 47,363     |
| 13    | 51,332 | 53,867 | 59,499 | 61,073 | 63,555 |            |
| 14    |        |        | 60,645 | 62,265 | 64,812 |            |
| 15    |        |        | 61,801 | 64,311 | 67,104 |            |
| 16    |        |        | 62,957 | 66,358 | 69,400 |            |

1 **APPLICATION OF APPENDIX A**

2  
3 1. Teachers on the 1989-90 teacher and recreation specialist salary schedules will be  
4 placed on the 1990-91 adjusted teacher salary schedule after having their 1989-90 salary  
5 increased by five percent (5%). Placement on the appropriate lane and on the dollar  
6 amount in that lane of the 1990-91 salary schedule will not result in any loss of salary  
7 greater than twenty dollars (\$20) after the five percent (5%) raise. The 1990-91 salary  
8 schedule reflects the 1989-90 adjusted salary schedule increased by five percent (5%).  
9 Employees whose salary exceeds any salary amount in their lane on the adjusted salary  
10 schedule will be "Red Circled." Red circled employees will receive the same percentage  
11 increase that is applied to the base of the salary schedule each year, but not to exceed the  
12 maximum differential shown on the following schedule:

13

| 14 | <b>BA</b>  | <b>BA + 16</b> | <b>School Year</b> |
|----|------------|----------------|--------------------|
| 15 |            |                |                    |
| 16 | \$2,687.50 | \$1,887        | 1990-91            |
| 17 | \$2,725.00 | \$1,925        | 1991-92            |

18

19 The above reflects the maximum amount by which the red circled employee may exceed  
20 the top step of the lane for the noted school year.

21  
22 Employees new to the bargaining unit will be placed on the 1990-91 salary schedule in  
23 the appropriate lane to reflect their degree, credits, and years of service. The BA base  
24 salary will no longer apply in determining the dollar amount value for prior experience.  
25 Prior experience as defined by the contract will involve placement on the salary schedule  
26 at the appropriate number of years and in the appropriate lane.

27  
28 Effective with the 1990-91 school year, prior teaching experience of less than a full year  
29 will be recognized for placement on the salary schedule. The following two (2) examples  
30 illustrate the application:

- 31
- 32 a. If an employee has full-time teaching experience (i.e., any work for which payment  
33 is made based on the teacher salary schedule) from another district of a semester in  
34 length, he/she shall be given his/her increment after one (1) semester of employment  
35 with the Board.
  - 36
  - 37 b. If an employee has a year of half-time teaching experience with another district,  
38 he/she shall be given his/her increment after one (1) semester of employment with the  
39 Board.

1  
2 In addition, the maximum amount of prior teaching experience will be increased from  
3 five (5) years based on the following schedule:  
4

| 5 | School Year | Years of<br>6 Prior Experience | Years Granted<br>7 on Salary Schedule |
|---|-------------|--------------------------------|---------------------------------------|
| 8 | 1990-91     | 6                              | 6                                     |
| 9 | 1991-92     | 7                              | 7                                     |

10  
11 Effective July 1, 2002, and thereafter, newly employed teachers working with only a permit  
12 issued by the Wisconsin Department of Public Instruction (DPI) shall be placed on the BA  
13 lane at step 0 of the teacher salary schedule (Appendix A).  
14

15 After the completion of the initial year of employment, a permit teacher shall be advanced to  
16 step 1 of the BA lane of the teacher salary schedule. The teacher shall remain at this step and  
17 lane until he/she obtains a regular license from the DPI.  
18

19 Upon successful completion of an approved certification program and the issuance of a  
20 regular license, the teacher shall be placed in the appropriate lane of the salary schedule  
21 consistent with the credits the teacher has earned and filed with the Department of Human  
22 Resources and moved to step 2 of the salary schedule.  
23

24 Teachers employed prior to July 1, 2002, having only a permit issued by DPI shall be  
25 considered grandfathered to move up one step on the salary schedule during the 2002-03  
26 school year. Such teachers shall not be granted additional step or lane advancement on the  
27 salary schedule until he/she is issued a regular license by the DPI. Upon successful  
28 completion of an approved certification program and the issuance of a regular license, the  
29 teacher shall be placed in the appropriate lane of the salary schedule consistent with the  
30 credits the teacher has earned and filed with the Department of Human Resources and  
31 moved to the next step of the salary schedule.  
32

## 33 2. SALARY SCHEDULE

34  
35 Effective July 1, 2005, all cells on the 2005-2006 salary schedule will be increased by  
36 one and a half percent (1.5%).  
37

38 Effective January 30, 2006, all cells on the 2005-2006 salary schedule will be increased  
39 by three-quarters percent (.75%).

1  
2 Effective July 1, 2006, all cells on the 2006-2007 salary schedule will be increased by  
3 one and a half percent (1.5%).  
4

5 Effective January 29, 2007, all cells on the 2006-2007 salary schedule will be increased  
6 by one percent (1.0%).  
7

8 Effective July 1, 1992, an increment step shall be added to the maximums of the MA,  
9 MA+16, and MA+32 divisions having the following ratios to the BA base.

| 10 | 11       | 12          |
|----|----------|-------------|
|    | Division | Index Ratio |
| 13 | MA       | 1.9330      |
| 14 | MA+16    | 1.9867      |
| 15 | MA+32    | 2.07115     |

16  
17 Red circled employees shall receive increases equal to the dollar increase of step 12 of  
18 their respective divisions.  
19

20 A teacher at the maximum of the MA, MA+16, or MA+32 division for one (1) year or  
21 more as of the beginning of the first semester of the 1992-93 school year shall move to  
22 the new maximum of his/her respective division effective at the beginning of the first  
23 semester of the 1992-93 school year. A teacher at the maximum of the MA, MA+16, or  
24 MA+32 division for less than one (1) year as of the beginning of the first semester of  
25 the 1992-93 school year shall move to the new maximum of his/her respective division  
26 on his/her next increment date.  
27

28 Effective July 1, 2002, increase maximums in base salary schedules as follows:  
29

30 For schedules with step and lane structure and varying increment amounts, the  
31 dollar amount of the difference between the step below the maximum and the  
32 maximum step in the MA, MA+16, and MA+32 lanes shall be doubled.  
33

34 For schedules without steps and lanes and with standard increment amounts,  
35 increase the maximums by one-half of the standard increment.  
36

37 The retroactive increases on earnings from July 1, 2001, through September 30, 2002,  
38 shall not be payable to any person who separated from service prior to October 1, 2002,  
39 with the exception of persons who retired.

1  
2 3. The present policies for the evaluation of credits and the advancement between lanes  
3 shall continue for employees who were placed on the adjusted 1990-91 salary schedule  
4 with the exception that a lane move will result in a lateral movement on the salary  
5 schedule. For example, an employee moving from the BA lane, step 2, to the BA+16  
6 lane would go to the BA+16 lane at step 2. The MA lane will continue to reflect an  
7 earned MA or equivalent of thirty-two (32) credits beyond the BA except for new  
8 employees beginning with the 1990-91 school year and subject to the rules stated in  
9 paragraph 3. The credits necessary for movement between the various lanes will  
10 comprise a majority of college credits.

11  
12 4. Employees new to the bargaining unit beginning with the 1990-91 school year will  
13 need an earned MA degree to advance beyond the BA+16 lane. Employees who were  
14 members of the bargaining unit prior to June 30, 1990, may move beyond the BA+16  
15 lane without an earned MA by June 30, 2000.

16  
17 If an employee fails to move prior to July 1, 2000, he/she will remain in his/her lane until  
18 he/she earns an MA.

19  
20 5. If an employee is re-employed, the employee's salary at the time he/she left the  
21 district will be updated to reflect general increases and any increments to which the  
22 employee is entitled. The employee will then be placed on the adjusted salary schedule  
23 on the dollar amount in his/her lane that will not result in any loss of salary for the  
24 individual employee greater than twenty dollars (\$20) or on the salary step applicable for  
25 newly hired teachers, whichever is greater.

26  
27 **6. INCREMENT DATES**

28  
29 a. As of the 1991-92 school year, an employee who is hired or who has an increment  
30 date between August and January will have an increment date as of the beginning of the  
31 school year each year until the employee reaches the maximum of his/her salary lane,  
32 unless an adjustment to the increment date is necessary as set forth in paragraph 6(c)  
33 below. Employees hired for the second semester are considered to have a February  
34 increment date.

35  
36 b. As of the 1991-92 school year, an employee who is hired or who has an increment  
37 date between February and June will have an increment date as of the beginning of the  
38 second semester of the school year each year until the employee reaches the maximum

1 of his/her salary lane, unless an adjustment to the increment date is necessary as set  
2 forth in paragraph (6)(c) below.

3  
4 c. Adjustments to increment dates will only be made if an employee is absent without  
5 pay for the semester. If this occurs, the employee's increment date would be moved  
6 forward to the beginning of the next semester. The present practice of granting  
7 increments for teachers on sabbatical leaves or study leaves shall continue. An  
8 employee who takes a study leave or sabbatical leave shall not receive an increment if  
9 the employee fails to earn the credits necessary for completion of the leave and curtails  
10 the leave before the end of the semester.

11  
12 7. Effective July 1, 1996, the Board will pay six and one-half percent (6.5%) of the  
13 individual teacher's gross salary to the Wisconsin Retirement System as the employee's  
14 share of the pension payment. Effective January 1, 1997, the Board will pay six and  
15 four-tenths (6.4%) of the employee's gross salary.

16  
17 8. Employees with an earned Ph.D. or Ed.D. will receive one thousand fifty dollars  
18 (\$1,050) above their annual salaries for the 2002-03 school year and thereafter.

19  
20 9. Daily summer school salaries will be computed on the basis of seventy percent  
21 (70%) of the certificated employee's regular daily rate of pay.

22  
23 Driver education teachers will receive seventy percent (70%) of the certificated  
24 employee's regular daily rate of pay for the first five (5) hours of each day and the  
25 part-time certificated rate for all hours beyond five (5) hours.

26  
27 Curriculum writers will be paid on the basis of seventy percent (70%) of the certificated  
28 employee's regular daily rate of pay for five (5) hours of work during the summer. Work  
29 performed after school or on weekends shall be paid at the employee's individual hourly  
30 rate.

31  
32 10. **ADJUSTMENT CLASS TEACHERS.** Certificated staff, who assume positions in  
33 special schools or designated classes for problem students established for the purpose of  
34 providing instructional programs for such students, shall be paid two thousand four  
35 hundred twenty-two dollars (\$2,422) for 1990-91 and two thousand five hundred  
36 forty-three dollars (\$2,543) for 1991-92 per year above their positions on the regular  
37 schedule at the regular hourly rate to compensate for required extended orientation and  
38 supervision. Any assigned noon hour duty will be compensated at the established hourly  
39 rate for certificated personnel.



1  
2 **11. ELEMENTARY SCHOOL NOON SUPERVISION.** Teachers assigned to noon  
3 hour duty will be compensated at the established hourly rate for certificated personnel,  
4 payable biweekly.

5  
6 **12. PART-TIME CERTIFICATED RATE**

7  
8

|                                            |                  |
|--------------------------------------------|------------------|
| 7/01/05 - 1/29/06 PART-TIME (Certificated) | \$22.98 per hour |
| 1/30/06 - 6/30/06 PART-TIME (Certificated) | \$23.15 per hour |
| 7/01/06 - 1/28/07 PART-TIME (Certificated) | \$23.50 per hour |
| 1/29/07 - 6/30/07 PART-TIME (Certificated) | \$23.74 per hour |

11  
12

13 **13. ASSUMPTION OF ADMINISTRATIVE DUTY**

14  
15

|                   |                 |
|-------------------|-----------------|
| 7/01/05 - 1/29/06 | \$13.56 per day |
| 1/30/06 - 6/30/06 | \$13.66 per day |
| 7/01/06 - 1/28/07 | \$13.86 per day |
| 1/29/07 - 6/30/07 | \$14.00 per day |

18  
19

20 **14. ASSUMPTION OF ADMINISTRATIVE DUTY PAY - NO OR PART-TIME**  
21 **ASSISTANT PRINCIPAL**

22  
23

|                   |                    |
|-------------------|--------------------|
| 7/01/05 - 1/29/06 | \$406 per semester |
| 1/30/06 - 6/30/06 | \$409 per semester |
| 7/01/06 - 1/28/07 | \$415 per semester |
| 1/29/07 - 6/30/07 | \$419 per semester |

26  
27

28 **15. DOCTORAL PAY**

29  
30 \$1,050 per year  
31  
32

1 **APPENDIX B**

2  
3 **INTERSCHOLASTIC ATHLETICS**  
4 **JULY 1, 2005 - JANUARY 29, 2006**  
5 **SCHEDULE A**  
6

7

|    | <b>Beginning Amount</b>    | <b>After One (1) Year<br/>In That Position<br/>Same Sport</b> |
|----|----------------------------|---------------------------------------------------------------|
| 8  |                            |                                                               |
| 9  |                            |                                                               |
| 10 |                            |                                                               |
| 11 | <b>HEAD COACH IN:</b>      |                                                               |
| 12 | Baseball                   | \$4,188                                                       |
| 13 | Basketball                 |                                                               |
| 14 | Football                   |                                                               |
| 15 | Gymnastics                 |                                                               |
| 16 | Soccer                     |                                                               |
| 17 | Softball                   |                                                               |
| 18 | Swim                       |                                                               |
| 19 | Track                      |                                                               |
| 20 | Volleyball                 |                                                               |
| 21 | Wrestling                  |                                                               |
| 22 |                            |                                                               |
| 23 | <b>HEAD COACH IN:</b>      |                                                               |
| 24 | Cross Country              | \$3,611                                                       |
| 25 | Golf                       |                                                               |
| 26 | Tennis                     |                                                               |
| 27 |                            |                                                               |
| 28 | <b>EQUIPMENT MANAGER</b>   |                                                               |
| 29 | (Per Semester)             | \$4,188                                                       |
| 30 |                            |                                                               |
| 31 | <b>CHEERLEADER ADVISOR</b> | \$4,188                                                       |
| 32 |                            |                                                               |

33  
34 Assistant coaches would receive seventy-five percent (75%) of the head coach's salary  
35 (based on their experience).

36  
37 First assistant coaches in football will be compensated eighty percent (80%) of the head  
38 coach's salary, based on their experience, provided they report the first day of practice with  
39 the head coach.

**INTERSCHOLASTIC ATHLETICS  
JANUARY 30, 2006 - JUNE 30, 2006  
SCHEDULE A**

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|                                             | <b>Beginning Amount</b> | <b>After One (1) Year<br/>In That Position<br/>Same Sport</b> |
|---------------------------------------------|-------------------------|---------------------------------------------------------------|
| <b>HEAD COACH IN:</b>                       | \$3,638                 | \$4,219                                                       |
| Baseball                                    |                         |                                                               |
| Basketball                                  |                         |                                                               |
| Football                                    |                         |                                                               |
| Gymnastics                                  |                         |                                                               |
| Soccer                                      |                         |                                                               |
| Softball                                    |                         |                                                               |
| Swim                                        |                         |                                                               |
| Track                                       |                         |                                                               |
| Volleyball                                  |                         |                                                               |
| Wrestling                                   |                         |                                                               |
| <b>HEAD COACH IN:</b>                       | \$2,443                 | \$3,638                                                       |
| Cross Country                               |                         |                                                               |
| Golf                                        |                         |                                                               |
| Tennis                                      |                         |                                                               |
| <b>EQUIPMENT MANAGER<br/>(Per Semester)</b> | \$3,638                 | \$4,219                                                       |
| <b>CHEERLEADER ADVISOR</b>                  | \$3,638                 | \$4,219                                                       |

Assistant coaches would receive seventy-five percent (75%) of the head coach's salary (based on their experience).

First assistant coaches in football will be compensated eighty percent (80%) of the head coach's salary, based on their experience, provided they report the first day of practice with the head coach.

**INTERSCHOLASTIC ATHLETICS  
JULY 1, 2006 - JANUARY 28, 2007  
SCHEDULE A**

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|                                             | <b>Beginning Amount</b> | <b>After One (1) Year<br/>In That Position<br/>Same Sport</b> |
|---------------------------------------------|-------------------------|---------------------------------------------------------------|
| <b>HEAD COACH IN:</b>                       | \$3,693                 | \$4,282                                                       |
| Baseball                                    |                         |                                                               |
| Basketball                                  |                         |                                                               |
| Football                                    |                         |                                                               |
| Gymnastics                                  |                         |                                                               |
| Soccer                                      |                         |                                                               |
| Softball                                    |                         |                                                               |
| Swim                                        |                         |                                                               |
| Track                                       |                         |                                                               |
| Volleyball                                  |                         |                                                               |
| Wrestling                                   |                         |                                                               |
| <b>HEAD COACH IN:</b>                       | \$2,480                 | \$3,693                                                       |
| Cross Country                               |                         |                                                               |
| Golf                                        |                         |                                                               |
| Tennis                                      |                         |                                                               |
| <b>EQUIPMENT MANAGER<br/>(Per Semester)</b> | \$3,693                 | \$4,282                                                       |
| <b>CHEERLEADER ADVISOR</b>                  | \$3,693                 | \$4,282                                                       |

Assistant coaches would receive seventy-five percent (75%) of the head coach's salary (based on their experience).

First assistant coaches in football will be compensated eighty percent (80%) of the head coach's salary, based on their experience, provided they report the first day of practice with the head coach.

**INTERSCHOLASTIC ATHLETICS  
 JANUARY 29, 2007 - JUNE 30, 2007  
 SCHEDULE A**

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|                                             | <b>Beginning Amount</b> | <b>After One (1) Year<br/>In That Position<br/>Same Sport</b> |
|---------------------------------------------|-------------------------|---------------------------------------------------------------|
| <b>HEAD COACH IN:</b>                       | \$3,730                 | \$4,325                                                       |
| Baseball                                    |                         |                                                               |
| Basketball                                  |                         |                                                               |
| Football                                    |                         |                                                               |
| Gymnastics                                  |                         |                                                               |
| Soccer                                      |                         |                                                               |
| Softball                                    |                         |                                                               |
| Swim                                        |                         |                                                               |
| Track                                       |                         |                                                               |
| Volleyball                                  |                         |                                                               |
| Wrestling                                   |                         |                                                               |
| <b>HEAD COACH IN:</b>                       | \$2,505                 | \$3,730                                                       |
| Cross Country                               |                         |                                                               |
| Golf                                        |                         |                                                               |
| Tennis                                      |                         |                                                               |
| <b>EQUIPMENT MANAGER<br/>(Per Semester)</b> | \$3,730                 | \$4,325                                                       |
| <b>CHEERLEADER ADVISOR</b>                  | \$3,730                 | \$4,325                                                       |

Assistant coaches would receive seventy-five percent (75%) of the head coach's salary (based on their experience).

First assistant coaches in football will be compensated eighty percent (80%) of the head coach's salary, based on their experience, provided they report the first day of practice with the head coach.

1 **APPLICATION FOR APPENDIX B - July 1, 2005 - June 30, 2007**

- 2
- 3 1. After one (1) year in the position in the same sport, the personnel listed above shall  
4 receive the higher rate.
- 5
- 6 2. Cheerleader advisors shall be placed on the Schedule A with major sports and at the  
7 beginning rate. The payment to the cheerleader advisors shall be for the entire school year,  
8 rather than for each sport season.
- 9
- 10 3. Coaches in all interscholastic sports paid on Schedule A shall be paid on the biweekly  
11 pay dates with a two (2)-week holdback at the rates in effect.
- 12
- 13 4. A job description has been developed by and for equipment managers; it is understood  
14 that all equipment managers shall follow the procedures as outlined. A copy is available  
15 from the MPS Department of Human Resources.
- 16
- 17 5. In any given sport, the defined payroll period shall be the WIAA stated start of the  
18 season through the WIAA sectional tournament.
- 19
- 20 6. In those sports having WIAA sponsored state tournaments, varsity coaches in the  
21 specific sports in those schools actually participating in such state tournaments shall be paid  
22 proportionate rates for the time beyond the WIAA sectional tournament.
- 23
- 24 7. Coaches may be paid for overlapping assignments when such services do not involve  
25 any overlapping clocktime.
- 26
- 27 8. In the case of football, the season is defined by Board policy as ten (10) weeks. In case  
28 of an extension of the season due to scheduling, all varsity and junior varsity football  
29 coaches at those schools involved shall be proportionately compensated for this additional  
30 time provided they work the same time as the head coach and first assistant coach.
- 31
- 32 9. The additional compensation allowances for teachers provided by Appendix B shall be  
33 applicable only to services rendered outside the regular school hours, excluding  
34 compensation for any such extracurricular services rendered by any secondary teacher  
35 during the required minimum of two and one-half (2.5) hours per week. All assignments to  
36 positions designated in Appendix B shall be certified by the principal with the approval of  
37 the director of the Department of Administrative Accountability or administrative specialist  
38 concerned.
- 39

1 **APPENDIX C**

2  
3 **SCHEDULE E - EXTRACURRICULAR ACTIVITIES**

4 **JULY 1, 2005 - JUNE 30, 2007**

5  
6 Directors, Leaders, Advisors,  
7 Managers, or Sponsors of:

8

|    |                                            |                                   |
|----|--------------------------------------------|-----------------------------------|
| 9  | Intramural Activities (See paragraph 1)    | 450 (high school)                 |
| 10 |                                            | 550 (middle school)               |
| 11 |                                            | 100 (Each school having a seventh |
| 12 |                                            | and eighth grade within a K-8     |
| 13 |                                            | structure)                        |
| 14 |                                            |                                   |
| 15 | Music Directors (per director - per year - | 50 hours                          |
| 16 | See paragraph 13)                          | 115 hours minimum per school      |
| 17 |                                            |                                   |
| 18 | Band, football games (non-marching)        | 105 hours (high school)           |
| 19 | Band, football games (marching)            | 150 hours (high school)           |
| 20 |                                            |                                   |
| 21 | Plays and Musicals                         | 250 hours                         |
| 22 |                                            |                                   |
| 23 | Forensics: 60 hours for an assistant if 30 | 120 hours                         |
| 24 | or more students participate               |                                   |
| 25 |                                            |                                   |
| 26 | Debate: 60 hours for an assistant if 30    | 120 hours                         |
| 27 | or more students participate               |                                   |
| 28 |                                            |                                   |
| 29 | Math (middle or high)                      | 30 hours                          |
| 30 |                                            |                                   |
| 31 | Chess                                      | 50 hours                          |
| 32 |                                            |                                   |
| 33 | Stage, Auditorium, Set Construction, and   | 115 hours                         |
| 34 | Lighting (See paragraph 2)                 |                                   |
| 35 |                                            |                                   |
| 36 | Student Usher Manager, Ticket Takers,      | 150 hours                         |
| 37 | Room and Hall Supervisors                  |                                   |
| 38 |                                            |                                   |

|    |                                          |           |
|----|------------------------------------------|-----------|
| 1  | Cheerleaders (high school only)          | 125 hours |
| 2  | Drill Team and Baton Twirlers            | 65 hours  |
| 3  | (high school and middle school)          |           |
| 4  |                                          |           |
| 5  | Academic Enrichment Projects             | 140 hours |
| 6  | (See paragraphs 4 and 6)                 |           |
| 7  |                                          |           |
| 8  | Inter-high Council Advisors              | 60 hours  |
| 9  | (One middle school and one high school)  |           |
| 10 |                                          |           |
| 11 | Bookstore Manager (See paragraph 9)      |           |
| 12 | Librarian (See paragraph 9)              |           |
| 13 | Marching Band Director (one day)         |           |
| 14 | Guidance Counselors (See paragraph 10)   |           |
| 15 | Vocational Counselors (See paragraph 11) |           |
| 16 | Orchestra Director (one day)             |           |

**APPLICATION**

**SCHEDULE E - APPENDIX C  
For July 1, 2005, through June 30, 2007**

1. The minimum base is to be established at four hundred fifty (450) hours (high schools) and five hundred fifty (550) hours (middle schools) and one hundred (100) hours (K-8 schools) for up to one thousand five hundred (1,500) pupil enrollment and progressive allocations of one (1) hour for every additional three (3) pupils beyond one thousand five hundred (1,500) enrollment.
2. If the stage, set construction, lighting, and auditorium manager is the same person, the hourly allotment per school per year is to be considered the maximum compensation. If the duties are divided, the amount shall be prorated according to the time spent on each job.
3. Teachers who work as ticket takers, hall or room supervisors, etc., shall be paid the part-time certificated rate for each hour of employment.
4. "Academic enrichment" is defined as an activity which provides students with the opportunity of enriching their educational experience. The activity may take place beginning immediately after conclusion of the regular school day or any time on non-school



1 days. This activity shall be certified by the principal with the approval of the director,  
2 Department of Administrative Accountability, or administrative specialist. Academic  
3 enrichment includes only activities other than those covered under other sections of  
4 Schedule E.

5  
6 5. The additional compensation allowances for teachers provided by Schedule E shall be  
7 applicable only to services rendered outside regular school hours, excluding compensation  
8 for any such extracurricular services rendered by any teacher during the required minimum  
9 of two and one-half (2.5) hours per week. Teachers will be required by principals to file a  
10 report of hours worked.

11  
12 6. All assignments to positions designated in Schedule E shall be certified by the principal  
13 with the approval of the director, Department of Administrative Accountability, or  
14 administrative specialist concerned.

15  
16 7. Amounts listed in Schedule E are maximums. Prorating of the allowable compensation  
17 shall be based on the hourly rate of the teachers' part-time services.

18  
19 8. It is understood that the persons assigned to these extracurricular activities will carry out  
20 all the necessary functions of the activity, and the hourly rate will be applied only for the  
21 purposes of prorating allowable compensation where the person assigned does not put in at  
22 least the total number of hours allocated. In cases where responsibilities for assignments are  
23 divided between two (2) or more teachers, prorating of the allowable compensation shall be  
24 based as nearly as possible on the hourly rate for teachers' part-time services.

25  
26 9. The amount of service in each of these two (2) areas authorized for each at the middle  
27 and high schools shall not exceed five (5) days at the individual's regular daily rate. If a  
28 middle school principal assigns the same individual to the dual responsibility of bookstore  
29 manager and school finance person, the principal may authorize up to two (2) additional  
30 days of service at the individual's regular daily rate.

31  
32 10. Limited to:

33  
34 40 hours per school of 1,200 enrollment or less.

35 64 hours per senior high school of 1,201-1,500 enrollment.

36 80 hours per senior high school of 1,501 enrollment and above.

37  
38 The above hours will be assigned before the opening of school and will be assigned on a  
39 rotating basis except where an unusual need can be demonstrated. Counselors not assigned

1 one (1) summer will be given first priority in succeeding summers. The counselors shall be  
2 paid at their individual rate.

3  
4 11. Vocational counselors coordinating the work experience program will be allowed ten  
5 (10) days above the school year at their daily rate of pay.

6  
7 12. Employees paid on Schedule E shall be paid at the end of the semester at the rates in  
8 effect on a separate check.

9  
10 13. The hours allotted for music director are not to be considered an individual maximum if  
11 there are additional hours available in this category.

12  
13 14. After-School Instructional Pay Rates. Bargaining unit employees employed in the after-  
14 school vocational skills program, or employed in similar teaching situations after the regular  
15 workday, or in after-school curriculum development shall be paid their individual hourly rate  
16 for each hour of such employment.

17  
18 This provision will not apply to activities paid under Schedule E, drivers education, or the  
19 instrumental music program.

20  
21 15. Learning coordinators may, on a voluntary basis, work two (2) days beyond the end of  
22 the school year and three (3) days prior to the beginning of the school year compensated at  
23 their individual daily rate.

24  
25 16. Marching band directors whose bands participate in the state tournament beyond the  
26 season shall be compensated for an additional one-eighth (1/8) of the total number of  
27 allocated hours for marching band directors. All other aspects of criteria for payment under  
28 Schedule E payments shall apply with the exception that if the director misses lunch and/or  
29 preparation periods because of tournament activities, those hours will be paid from the  
30 additional one-eighth (1/8) hours available.

31  
32 17. Effective with the 1990-91 school year, high school pom pom advisors will receive  
33 eighty-five (85) hours per year under Schedule E.

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**APPENDIX D**

**RATES FOR INSTRUMENTAL MUSIC TEACHERS**  
**SCHEDULE M**  
**(rates apply to Milwaukee Public Schools teachers)**

**JULY 1, 2005 – JANUARY 29, 2006**

| <b>Years of Experience</b> | <b>Rates Per 45-Minute Class Period</b> |
|----------------------------|-----------------------------------------|
| 0                          | \$18.51                                 |
| 1                          | 19.25                                   |
| 2                          | 19.97                                   |
| 3                          | 20.68                                   |
| 4                          | 21.30                                   |
| 5                          | 22.07                                   |
| 6                          | 22.80                                   |
| 7                          | 23.46                                   |
| 8                          | 24.20                                   |

**JANUARY 30, 2006 – JUNE 30, 2006**

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| <b>Years of Experience</b> | <b>Rates Per 45-Minute Class Period</b> |
|----------------------------|-----------------------------------------|
| 0                          | \$18.65                                 |
| 1                          | 19.39                                   |
| 2                          | 20.12                                   |
| 3                          | 20.84                                   |
| 4                          | 21.46                                   |
| 5                          | 22.24                                   |
| 6                          | 22.97                                   |
| 7                          | 23.64                                   |
| 8                          | 24.38                                   |

**JULY 1, 2006 – JANUARY 28, 2007**

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| <b>Years of Experience</b> | <b>Rates Per 45-Minute Class Period</b> |
|----------------------------|-----------------------------------------|
| 0                          | \$18.93                                 |
| 1                          | 19.68                                   |
| 2                          | 20.42                                   |
| 3                          | 21.15                                   |
| 4                          | 21.78                                   |
| 5                          | 22.57                                   |
| 6                          | 23.31                                   |
| 7                          | 23.99                                   |
| 8                          | 24.75                                   |

**JANUARY 29, 2007 – JUNE 30, 2007**

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| <b>Years of Experience</b> | <b>Rates Per 45-Minute Class Period</b> |
|----------------------------|-----------------------------------------|
| 0                          | \$19.12                                 |
| 1                          | 19.88                                   |
| 2                          | 20.62                                   |
| 3                          | 21.36                                   |
| 4                          | 22.00                                   |
| 5                          | 22.80                                   |
| 6                          | 23.54                                   |
| 7                          | 24.23                                   |
| 8                          | 25.00                                   |



1  
2 3. Persons who apply for assignment in driver education during the regular school year  
3 where it is impossible to assign them to weekday programs will be given preference in  
4 assignment for Saturday programs.

5  
6 4. Wherever possible, teachers shall be assigned to driving centers in the area of their  
7 home.

8  
9 5. Wherever possible, persons assigned to the summer program, who are required to serve  
10 in the Military Reserve, may nevertheless be assigned to summer duty providing their  
11 military service may be taken either the first two (2) weeks or the last two (2) weeks of the  
12 program.

13  
14 6. Driver education teachers will receive seventy percent (70%) of their regular daily rate  
15 of pay in effect at the close of the regular school term for the first five (5) hours of each day  
16 and the part-time certificated hourly rate for all hours beyond five (5) hours. Such  
17 compensation shall also be provided for the number of days on which such teacher works,  
18 whatever the number, beyond the regular summer school session.

19  
20 7. Orientation and inservice for driver education summer school teachers will be equal in  
21 duration to that which all other senior high teachers receive.

22  
23 8. Driver education center chairpersons shall be compensated at the hourly rate up to a  
24 maximum of two hundred twenty-five (225) hours per year for time spent in running the  
25 spring and fall programs. Time cards shall be certified by the principal, and the  
26 compensation shall be paid to the chairpersons on their regular salary check.

27  
28 9. All behind-the-wheel teachers shall be given one (1) extra hour of pay for every two (2)  
29 groups of students completing behind-the-wheel instruction during the spring and fall  
30 programs.

31  
32  
33 **GUIDANCE COUNSELORS**

34  
35 1. Librarians and counselors, as professional employees, are expected to schedule their  
36 assigned duties and work breaks with a minimal amount of interference with the educational  
37 program. Librarians and counselors may be excluded from responsibilities under Part IV,  
38 Section B, High Schools, paragraph 1.



1 2. Guidance counselors shall be entitled to the lower of the flat per diem mileage  
2 allowance or, as an alternative, the option of the variable cents per mile as specified in the  
3 mileage section of the contract.  
4

5 3. Guidance counselors will not be assigned class coverage for absent teachers unless there  
6 are no other teachers available to perform such duties.  
7  
8

### 9 **VOCATIONAL COUNSELORS**

10  
11 1. The vocational counselor coordinating the work experience program will be allowed an  
12 additional seven (7) days prior to the commencement of the school year and three (3) days  
13 following the close of the school year to perform required duties.  
14

15 2. At the appropriate time each year, the secondary school principal shall confer with the  
16 vocational counselors concerning budget items which may become part of the vocational  
17 budget.  
18  
19

### 20 **SCHOOL LIBRARIANS**

21  
22 1. If school librarians are considered as department chairpersons for the purpose of taking  
23 part in department chairpersons' meetings, the librarian shall be released once per month to  
24 attend meetings. If the administration decides to keep the library open and if it is to be  
25 staffed with a teacher while the librarian is in attendance at these meetings, the teacher shall  
26 be paid at the part-time certificated rate.  
27

28 2. Where the principal finds it feasible and necessary, up to one (1) period a day may be  
29 allocated for the school librarian to train and work with students and lay educational  
30 assistants.  
31

32 3. When librarians are requested to work between the end of the school year and the  
33 beginning of summer school, they shall receive full pay if they desire to work on the days.  
34

35 4. Librarians and counselors, as professional employees, are expected to schedule their  
36 assigned duties and work breaks with a minimal amount of interference with the educational  
37 program. Librarians and counselors may be excluded from responsibilities under Part IV,  
38 Section B, High Schools, paragraph 1.  
39

1  
2 **COORDINATING TEACHERS OF COOPERATIVE PROGRAMS**  
3

4 1. A fund of ten thousand dollars (\$10,000) shall be established annually for coordinating  
5 teachers of cooperative programs to use for expenses while attending inservice activities to  
6 promote professional development. These funds shall be applied for by the teachers  
7 involved and shall be subject to the approval of the administration.  
8

9 2. Coordinating teachers of cooperative programs shall be allowed three (3) inservice  
10 credits toward the next training step on the salary schedule for four hundred seventy-five  
11 (475) hours of approved work experience related to their need for continued certification.  
12 The maximum amount of inservice credits accumulated in this manner shall be nine (9) in a  
13 teacher's career. Upon application, teachers of cooperative programs shall be allowed to  
14 claim inservice credits for previous work experience utilized for maintaining certification.  
15 No monetary retroactivity for reclassification purposes shall be given, but the credits may be  
16 applied for movement to the next training division in the manner provided elsewhere in the  
17 contract.  
18

19 3. As in the past, coordinating teachers of cooperative programs shall receive an additional  
20 twenty (20) days prior to the beginning of the school year to perform required duties.  
21

22 4. Coordinating teachers of cooperative programs shall be entitled to the higher of the flat  
23 per diem mileage allowance or, as an alternative, the option of the variable cents per mile as  
24 specified in the mileage section of the contract.  
25  
26

27 **COACHES**  
28

29 1. Coaches shall be expected as part of their assignment to start all sports practices in  
30 accordance with the WIAA stated starting date of the respective sports season.  
31

32 2. Every attempt shall be made to continue to get all sports schedules out as early as  
33 possible.  
34

35 3. Procedures for assignment and termination of coaches for interscholastic athletics:  
36

37 The provision of paragraph 3 shall also apply to assistant coaches and equipment managers.  
38 For equipment managers, the references in paragraph 3 to a WIAA season shall mean the  
39 school year.

1  
2 a. **APPOINTMENT.** All coaches shall be appointed by the principal for a specific  
3 coaching assignment on a yearly basis, and such assignment shall continue from year to  
4 year unless the coach is given notice in accordance with paragraph c(2) below. These  
5 assignments are independent of basic employment and tenure rights.  
6

7 b. **VACANCIES.** In the event a head coaching vacancy exists:  
8

9 1) Except as provided in paragraph 2 below, such vacancy shall be advertised  
10 districtwide. The principal shall give first consideration to the applications of  
11 qualified teachers on his/her teaching staff.  
12

13 2) When a head coaching vacancy occurring for emergency reasons ten (10)  
14 days or less prior to the beginning of or at any time during the coaching season, the  
15 principal shall fill the vacancy for the remainder of the season by giving first  
16 consideration to qualified teachers within the system with preference for qualified  
17 teachers on his/her staff.  
18

19 3) If the principal intends to appoint a teacher other than a member of his/her  
20 teaching staff, he/she shall, prior to making the announcement of such  
21 appointment, inform any unsuccessful applicants from his/her teaching staff and  
22 discuss his/her reasons if the teacher so requests.  
23

24 4) The appointee shall be assigned to a teaching vacancy within the school where  
25 the coaching position exists, if it is possible to make such assignment in conformity  
26 with the MTEA contract and the certification of the appointee. The MPS  
27 Department of Human Resources shall make the assignment.  
28

29 c. **CHANGE FROM COACHING ASSIGNMENTS**  
30

31 1) When a coach wishes to terminate his/her coaching assignment, he/she shall  
32 notify his/her principal in writing at least sixty (60) days prior to the official  
33 opening date of practice for the particular sport as outlined by the WIAA.  
34

35 2) In the event a coach is to be removed from his/her coaching assignment, the  
36 principal shall notify the coach in writing at least sixty (60) days prior to the  
37 official opening date of practice for the particular sport as outlined by the WIAA.  
38 Upon request by the coach, the principal shall notify the coach in writing of the  
39 reasons for his/her removal.

1  
2 3) A principal may remove a teacher from his/her coaching assignment at any  
3 time for just cause with the approval of the superintendent. The action of removal  
4 during the season by the principal shall be reviewable through the third step of the  
5 grievance procedure. Upon request by the coach, the principal shall notify the  
6 coach in writing of the reasons for his/her removal. A teacher reassigned from a  
7 school in which he/she is teaching shall be considered released from his/her  
8 coaching assignment unless the coach is notified otherwise.  
9

10 d. **PROVISION OF QUALIFICATIONS.** The administration shall provide current  
11 copies of the job-related qualifications established for head and assistant coaching  
12 positions to the MTEA and, upon request, to the teachers.  
13

14 4. Coaches will not be assigned to collect athletic fees or determine scholastic, medical, or  
15 WIAA eligibility.  
16

17 5. Both women and men shall be considered to fill vacancies that occur in the position of  
18 athletic director in high schools.  
19

20 6. Head girls' interscholastic coaches and head boys' interscholastic coaches shall be given  
21 an opportunity to participate in all meetings concerned with the interscholastic athletic  
22 program in their schools.  
23

24 7. Equipment managers shall assume the responsibility for equipment utilized in the girls'  
25 interscholastic program.  
26

27 8. A joint Board/MTEA study committee shall be formed no later than November 1, 1990,  
28 to study a coaching/student ratio. This committee shall issue its report no later than  
29 March 15, 1991, for consideration by both parties.  
30

31  
32 **AUDIOVISUAL BUILDING DIRECTORS**  
33 **IN MIDDLE AND HIGH SCHOOLS**  
34

35 1. A job description has been completed describing the responsibilities and duties of the  
36 directors.  
37

1 2. When opening a new school or appointing a new audiovisual building director, the  
2 director shall be selected by the principal giving consideration to experience, interest, and  
3 audiovisual credits.

4  
5 3. Teachers designated as audiovisual building directors who take the appropriate courses  
6 to meet the above requirements may have their tuition paid for by the Board within budgeted  
7 limits subject to the following conditions:

8  
9 a. Courses are to be taken on the audiovisual building director's own time.

10  
11 b. Audiovisual building directors may be given tuition reimbursement for the  
12 appropriate courses not exceeding four (4) credits.

13  
14 c. Audiovisual building directors must earn acceptable grades in the courses.

15  
16 d. Credits earned shall be counted toward salary adjustments.

17  
18 4. Summer school audiovisual shall only be taught by a teacher who possesses the  
19 minimum requirements of four (4) credits in audiovisual instruction.

20  
21  
22 **BAND DIRECTORS**

23  
24 1. High school band directors shall be paid the amount set forth in Appendix C for each  
25 year, predicated upon putting in a minimum of one hundred five (105) hours of time. Refer  
26 to Application of Appendix C.

27  
28 2. Band directors shall be allowed to report to their respective schools one (1) day early to  
29 perform required duties.

30  
31  
32 **ORCHESTRA DIRECTORS**

33  
34 Orchestra directors in secondary schools shall be allowed to report to their respective schools  
35 one (1) day early to perform duties necessary for instrumental class preparation. They shall  
36 be paid at their regular daily rate.

1 **TRADE AND TECHNOLOGY TEACHERS**

2  
3 1. Where a new teacher is assigned to a shop or where a present teacher is assigned to a  
4 new shop in a different school or where a new teacher is hired and assigned to a shop during  
5 the school year, the teacher shall be allowed to start five (5) days prior to the beginning of  
6 school to perform required duties.

7  
8 2. When trade and technology classes are organized so as to require the teaching of more  
9 than one (1) level of instruction in any one (1) class, the subject teacher and/or department  
10 chairperson will be involved in the determination of which levels of instruction are to be  
11 combined into one (1) class.

12  
13 3. Wherever possible, shop instructors shall be assigned according to their major in trade  
14 and technology.

15  
16 4. If a trade and technology teacher is assigned by a principal to make emergency repairs  
17 after 4:00 p.m., he/she shall be paid at the regular hourly rate established for extracurricular  
18 work within budgeted limits.

19  
20 5. If necessary school printing requires a trade and technology teacher to work after 4:00  
21 p.m., and if he/she is so assigned by the principal, he/she should be paid at the regular hourly  
22 rate established for extracurricular work within budgeted limits.

23  
24 6. Personnel who do not hold a recognized teaching degree shall not be hired to teach  
25 trade and technology classes, except where qualified teachers cannot be found.

26  
27  
28 **INTERSCHOLASTIC ACADEMICS**  
29 **CHES, MATH, DEBATE, AND FORENSICS**

30  
31 Judges will be paid at the part-time certificated rate for each hour worked up to one hundred  
32 twenty-five dollars (\$125) for any one (1) day.

33  
34  
35 **SCHOOL SOCIAL WORKERS**

36  
37 1. School social workers shall have a duty-free lunch period of one (1) hour at the  
38 elementary and secondary level and in special program assignments.

1 2. School social workers shall be entitled to the higher of the flat per diem mileage  
2 allowance or, as an alternative, the option of the variable cents per mile as specified in the  
3 mileage section of the contract.  
4

5 3. Social workers shall be eligible for reimbursement for conference attendance within  
6 limits of the divisional budget in the same manner as school psychologists.  
7  
8

### 9 **FAMILY AND CONSUMER EDUCATION**

10  
11 Effective July 16, 1980, where supplies and materials cannot be delivered through vendors,  
12 one (1) family and consumer education teacher in the family and consumer education  
13 department shall be released not more than once per week during the teacher's preparation  
14 period to obtain the supplies and materials, with the teacher being reimbursed on the lower  
15 mileage allowance of Appendix F of the contract. The teacher will also be released from  
16 his/her equivalency period assignment if the period can be scheduled before or after the  
17 teacher's preparation period.  
18

19 If the equivalency period cannot be so scheduled, the teacher may use his/her lunch period in  
20 connection with the preparation or equivalency period and eat lunch during the remaining  
21 period.  
22

### 23 **CHEERLEADER ADVISORS**

24  
25  
26 In the event bus transportation is not provided or the advisor is not released in time to ride  
27 the bus provided, the cheerleader advisor shall be paid the higher mileage allowance under  
28 Appendix F if he/she must use his/her vehicle for travel to an event in connection with  
29 his/her advisor capacity.  
30  
31





1 **JULY 1, 2006 – JANUARY 28, 2007**  
 2 **TRAVELING INSTRUMENTAL MUSIC TEACHERS**  
 3 **SALARY SCHEDULE**

4 (Rate Per Class Instruction Hour)

|    |         |         |         |         |
|----|---------|---------|---------|---------|
| 5  | Class A | \$29.23 | Class J | \$22.63 |
| 6  | Class B | 28.40   | Class K | 21.85   |
| 7  | Class C | 27.65   | Class L | 21.18   |
| 8  | Class D | 26.97   | Class M | 20.47   |
| 9  | Class E | 26.27   | Class N | 19.73   |
| 10 | Class F | 25.50   | Class O | 18.99   |
| 11 | Class G | 24.78   | Class P | 18.35   |
| 12 | Class H | 24.01   | Class Q | 17.58   |
| 13 | Class I | 23.38   |         |         |

14  
15  
16  
17  
18 **JANUARY 29, 2007 – JUNE 30, 2007**  
 19 **TRAVELING INSTRUMENTAL MUSIC TEACHERS**  
 20 **SALARY SCHEDULE**

21 (Rate Per Class Instruction Hour)

|    |         |         |         |         |
|----|---------|---------|---------|---------|
| 22 | Class A | \$29.52 | Class J | \$22.86 |
| 23 | Class B | 28.68   | Class K | 22.07   |
| 24 | Class C | 27.93   | Class L | 21.39   |
| 25 | Class D | 27.24   | Class M | 20.67   |
| 26 | Class E | 26.53   | Class N | 19.93   |
| 27 | Class F | 25.76   | Class O | 19.18   |
| 28 | Class G | 25.03   | Class P | 18.53   |
| 29 | Class H | 24.25   | Class Q | 17.76   |
| 30 | Class I | 23.61   |         |         |

31  
32  
33  
34 **TRAVELING MUSIC TEACHERS**

35  
36  
37 1. The work year of traveling music teachers shall consist of two (2) semesters of  
 38 seventeen (17) weeks each. Semester one shall consist of one (1) week (five [5] days) of  
 39 recruiting and scheduling and sixteen (16) weeks of lessons. Semester two shall consist of

17  
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39

seventeen (17) weeks of lessons, which may include, when needed, and after discussion and approval by the curriculum specialist, one (1) week (five [5] days) of make-up lessons.

2. Traveling music teachers who work twenty-five (25) class periods per week or more or twenty (20) hours per week or more shall receive all fringe benefits of this contract. It is understood that this means six hundred (600) hours per year or more is necessary to receive the benefits. Traveling music teachers who fall below six hundred (600) hours per year shall be able to retain their accumulated sick leave for up to one (1) year for use in the event they re-establish full-time status.

3. Traveling music teachers shall be entitled to the higher of the flat per diem mileage allowance or, as an alternative, the option of the variable cents per mile as specified in the mileage section of the contract.

4. Traveling music teachers who work twenty-five (25) class periods per week or more shall receive five (5) hours preparation time at the end of each semester.

5. Traveling music teachers who teach nine hundred (900) or more class periods per year shall, effective with the beginning of the following year, be moved up one (1) step on the salary schedule as an increment. In January of each year, each employee shall be advanced one (1) step on the salary schedule.

6. Traveling music teachers who have taught twenty-five (25) or more class periods a week in the previous year shall be offered additional classes, when available, before new teachers are hired to teach those classes.

7. If a traveling music teacher is awarded a teacher contract, he/she shall receive credit for years of service as a traveling music teacher for employment while a certified teacher for the purpose of placement on the salary schedule.

### **SPECIAL EDUCATION LABOR MANAGEMENT COMMITTEE**

1. A joint committee shall be formed no later than December 1, 2002. The purpose of the committee shall be to improve communication between the parties over issues related to special education, to review policies and procedures relating to the delivery of special education services in the district, and to provide a forum for raising issues and solving problems.

1 2. The committee shall meet monthly at mutually agreeable times to resolve issues of  
2 concern to both parties and provide reports in January and June of each year to the  
3 superintendent of schools and the executive director of MTEA.  
4

5 3. The following criteria shall guide the committee in its work:  
6

7 a. Does this promote learning?  
8

9 b. Is it good for all students?  
10

11 c. It is good for parents?  
12

13 d. It is fair to teachers?  
14

15 4. The committee will consist of an equal number of members appointed by the MBSD  
16 and the MTEA. It is understood that, from time to time, either the administration or the  
17 MTEA may bring additional individuals including parents and community representatives  
18 with specific knowledge necessary to the committee's work. The chair shall alternate  
19 monthly between the MPS and MTEA.  
20

21 5. Topics which the committee shall address include, but are not limited to:  
22

23 a. Problem solving model  
24

25 b. Caseloads  
26

27 c. Paperwork reduction  
28

29 d. Information management (MIS 2)  
30

31 e. Training and professional development  
32

33 f. Implementation of "Oversight Action Plan"  
34

35 g. Schools encountering particular problems in special education  
36

37 h. Use of special education funds  
38

39 i. Impact of decisions as a result of decentralized administrative decision-making

1  
2 6. When appropriate, the committee shall refer an issue to the negotiations process.  
3  
4

5 **APPENDIX F**  
6

7 **MILEAGE**  
8

9 The Board shall apply the uniform transportation policy for employees providing their  
10 reimbursement for authorized travel of \$10.125 per day for "citywide" authorized and  
11 reported travel or \$8.10 per day for "areawide" authorized and reported travel. Employees  
12 will have an option of selecting once yearly an alternative of 40.5¢ per mile. The selection  
13 for the calendar year must be made prior to November 1 of each year for the succeeding  
14 calendar year and must be continued through the entire calendar year. The flat rate will be  
15 subject to the normal determination of travel which may include a list of destinations or  
16 schools to which an employee traveled. Selection of the 40.5¢ per mile option will  
17 necessitate the employee filing a detailed statement on forms provided by the Board of  
18 monthly destinations, times traveled, and odometer readings. In the event the IRS increases  
19 the allowable mileage rate, this higher rate shall replace the 40.5¢. The daily rate will also  
20 be adjusted to reflect this increase.  
21

22 **Lower Rate**

23  
24 Traveling Music Teacher  
25 Traveling Kindergarten Teacher  
26 Guidance Counselors  
27 Specialty Teachers  
28 Speech Pathologists  
29 Head Start  
30 Curriculum/Learning  
31 Coordinator  
32

22 **Higher Rate**

23  
24 Coordinating Teachers of  
25 Cooperative Programs  
26 Vocational Counselors  
27 Diagnostic Teachers and  
28 Itinerant Diagnostic  
29 Teachers  
30 Personnel Assigned Case  
31 Manager Responsibilities  
32 Human Relations Curriculum  
33 Coordinators  
34 Human Relations Community  
35 Coordinators  
36 Program Implementors  
37 Social Workers  
38 Occupational Therapists  
39 Physical Therapists

1  
2 Teachers who are required to travel from one (1) duty site to another during the day and who  
3 are not included above will be added to the list if the type of travel required is comparable to  
4 that specified above.

5  
6 Teachers of the four (4)-year-old kindergarten programs are authorized to receive mileage  
7 reimbursement at the lower per diem rate in the mileage section of the contract for  
8 authorized travel for days on which they make home visits.

9  
10  
11 **APPENDIX G**

12 **SNOW EMERGENCIES**

13  
14  
15 1. If, as a result of an emergency, it is impossible to evacuate the students from school,  
16 teachers shall be responsible for the supervision of their students. If students are dismissed,  
17 principals may release teachers from their assignments so long as a sufficient number of  
18 certificated personnel remain with children. Teachers volunteering for such assignment shall  
19 be considered first for assignment. A minimum number would be no fewer than the  
20 pupil-teacher ratio for the types of classes in the school. Depending upon circumstances,  
21 teachers may be required to stay.

22  
23 2. Teachers who remain in schools during these emergencies and work in supervising  
24 students (including periods where teachers and/or students were resting, assisting in the  
25 office, assisting in halls, or in tasks otherwise related to the emergency) shall be paid at their  
26 individual hourly rate (daily rate divided by eight [8]). If the individual hourly rate is less  
27 than the part-time certificated rate, the teacher shall be compensated at the part-time  
28 certificated rate. For the period beyond 4:00 p.m., a teacher may choose compensatory time  
29 rather than wages. For each four (4) hours or fraction thereof that the teacher worked (see  
30 above), the teacher shall be allowed one-half (.5) day of compensatory time. This time shall  
31 be scheduled in a manner which will not interfere with the orderly operation of the school. If  
32 a conflict as to when compensatory time could be taken arises, the conflict will be resolved  
33 by giving preference to teachers in order of seniority.

34  
35 3. Those teachers who remain and work after the hours the children are released shall be  
36 paid, in addition to their regular salary, the part-time certificated hourly rate until 4:00 p.m.

1 4. Employees who are released prior to the end of a school day shall be paid as if they  
2 worked the whole day. (Substitute teachers and educational assistants should be provided  
3 for in their individual contracts.)  
4

5 5. Employees on sick leave shall not have these days deducted from their sick leave.  
6 Bargaining unit members who live or work in a Milwaukee elementary school district where  
7 a school was closed shall be paid their regular salaries for a day.  
8

9 6. Matters of tardiness shall be handled on an individual basis.  
10

11 7. The Board shall pay for the damages to employee vehicles caused by the Board's  
12 snowcleaning equipment.  
13

14 8. The Board shall attempt to obtain from traffic control authorities permission for  
15 extended parking during times of emergencies.  
16

#### 17 **RELATED CALENDAR PROVISIONS**

18  
19  
20 In the event that the 181st day is not needed as an emergency make-up day, said day will be  
21 a non-pupil day and a non-workday.  
22

23 When schools are closed due to either an epidemic, fire, or acts of the elements, or if a civil  
24 commotion within the city of Milwaukee prevents teachers from reaching their assigned  
25 schools, or if for any other reason which the DPI refuses to count the day missed as a school  
26 day, the above calendar shall be readjusted without remuneration for days not worked.  
27

28 The Board shall notify the MTEA and teachers at the beginning of each school year of the  
29 dates for parent conferences and report cards.  
30  
31

1 **APPENDIX H**

2  
3 **SALARY SCHEDULE FOR**  
4 **200-DAY EMPLOYEES**  
5 **JULY 1, 2005 - JANUARY 29, 2006**

6

| 7 <b>MINIMUM</b> | <b>MAXIMUM</b> | <b>INCREMENT</b> |
|------------------|----------------|------------------|
| 8 \$44,820       | \$70,005       | \$2,075          |

9  
10  
11 **JANUARY 30, 2006 - JUNE 30, 2006**

12

| 13 <b>MINIMUM</b> | <b>MAXIMUM</b> | <b>INCREMENT</b> |
|-------------------|----------------|------------------|
| 14 \$45,156       | \$70,530       | \$2,091          |

15  
16  
17 **JULY 1, 2006 - JANUARY 28, 2007**

18

| 19 <b>MINIMUM</b> | <b>MAXIMUM</b> | <b>INCREMENT</b> |
|-------------------|----------------|------------------|
| 20 \$45,833       | \$71,588       | \$2,122          |

21  
22  
23 **JANUARY 29, 2007 - JUNE 30, 2007**

24

| 25 <b>MINIMUM</b> | <b>MAXIMUM</b> | <b>INCREMENT</b> |
|-------------------|----------------|------------------|
| 26 \$46,291       | \$72,304       | \$2,143          |

27  
28 **APPLICATION OF THE SCHEDULE**

29 Effective July 1, 2005, the individual's base pay as of June 30, 2005, will be increased by one and a half percent (1.5%).

30 Effective January 30, 2006, the individual's base pay as of January 29, 2006, will be increased by three-quarters percent (.75%).

1  
2 Effective July 1, 2006, the individual's base pay as of June 30, 2006, will be increased by  
3 one and a half percent (1.5%).  
4

5 Effective January 29, 2007, the individual's base pay as of January 28, 2007, will be  
6 increased by one percent (1.0%).  
7

## 8 **PENSION**

9

10 Effective July 1, 1996, the Board will pay 6.5 percent of the individual teacher's gross salary  
11 to the Wisconsin Retirement System as the employee's share of the pension payment.  
12 Effective January 1, 1997, the Board will pay 6.4 percent of the employee's gross salary.  
13

## 14 **SALARY SCHEDULE PLACEMENT**

15

16 Movement to or from the salary schedule in Appendix H by employees from different salary  
17 schedules shall be in accordance with previously established procedures.  
18

## 19 **OUTSIDE EXPERIENCE CREDIT**

20

21 The minimum salary shall apply to new social workers who have not had previous paid  
22 social work experience, thus not qualifying for state school social work certification. School  
23 social workers hired after January 1, 1976, shall be given credit for appropriate outside  
24 experience on the salary schedule, beginning one (1) increment above the minimum up to  
25 five (5) years paid experience.  
26

## 27 **APPENDIX I**

28

### 29 **PART-TIME TEACHERS WORKING LESS** 30 **THAN FIFTY PERCENT (50%) OF A FULL TEACHING SCHEDULE**

31

32  
33 1. Employees working less than fifty percent (50%) of a full-time teaching schedule shall  
34 be paid the percentage of the applicable teacher salary based upon the fraction of the normal,  
35 full-time, daily or weekly instructional load that they work. It is recognized that any  
36 preparation required for teaching is assumed by the teacher.  
37



1 2. Teachers employed to teach less than fifty percent (50%) of the full teaching schedule  
2 should not be required to report to work more than ten (10) minutes before their scheduled  
3 work time.

4  
5 3. Part-time teachers will receive a continuous assignment.

6  
7 4. Part-time teachers will be considered to be employed on a yearly basis. They will not  
8 be considered continuously employed unless notified of that fact prior to the end of the  
9 school year. They will not be able to use that part-time employment as a claim for any  
10 additional hours of employment or for full-time employment.

11  
12 5. In addition to this appendix, the only other contract provisions applicable shall be the  
13 following sections: Part I; Part II, Sections A, B, C, D, E, and F; Part III, Sections D, E, and  
14 F; Part IV, Sections B(8), F, G, I, M (as modified herein), N, and T(2); Part VII; Part VIII;  
15 and Part IX (as modified herein). Such teachers will be employed within the parameters of  
16 the school calendar.

## 17 18 19 **APPENDIX J**

### 20 21 **EMPLOYMENT OF RETIRED MPS CERTIFICATED EMPLOYEES** 22 **AS TEACHERS (FIFTY PERCENT [50%] OR MORE)**

#### 23 24 **A. SALARY**

25  
26 Retired MPS certificated employees who return as re-appointed full-time teachers (or fifty  
27 percent [50%] or more of full-time teaching schedule) will be subject to the same hiring  
28 requirements as all other new full-time teacher hires. Those retired MPS certificated  
29 employees who have been approved for hire by Certificated Staffing will be placed at the  
30 same salary schedule in the appropriate lane to reflect their degree credits and years of  
31 service that they were at immediately prior to their retirement from MPS.

32  
33 Retired MPS certificated employees who served as MPS administrators and are rehired as  
34 full-time teachers shall be placed on the teacher salary schedule at the appropriate step to  
35 reflect their MPS certificated service in the appropriate lane to reflect their degree credits.  
36

1 **B. HEALTH INSURANCE**

2  
3 Any rehired retired MPS certificated employee who returns to work in a contracted full-time  
4 teaching position (or fifty percent [50%] or more of full-time teaching schedule) may elect to  
5 continue his or her retiree health insurance benefits (Board-paid or self-paid) and waive  
6 participation in the active employee health insurance plan during the new hire enrollment  
7 period or subsequent open enrollment period during their period of active employment.  
8

9 Any such rehired retired employee who elects to participate in the active employee health  
10 plan shall be entitled to the benefits in the active employee health plan under the  
11 MBSD/MTEA (teacher) contract, including any employee premium contribution  
12 requirement, by filing an application during the new hire enrollment period or during any  
13 subsequent open enrollment period during active employment.  
14

15 Any such rehired retired employee who elects to participate in the active employee health  
16 plan shall be entitled to the benefits in the active employee health plan under the  
17 MBSD/MTEA (teacher) contract.  
18

19 Upon written notice of their next date of retirement (resignation) and resulting in termination  
20 of active health insurance, such employee will be automatically re-enrolled in retiree health  
21 insurance, including continuation of coverage for his/her spouse who was enrolled in the  
22 plan as of his/her original date of retirement and his/her eligible dependent child/children.  
23 Such retiree coverage shall be at the Board-paid rate or self-paid status that was in effect as  
24 of his/her original retirement date. The sick leave requirement for Board-paid retiree health  
25 insurance shall be based on the accrued sick leave balance as of the original date of  
26 retirement.  
27

28 **C. DENTAL INSURANCE**

29  
30 A rehired retired MPS certificated employee who returns to work in a contracted full-time  
31 teaching position (or fifty percent [50%] or more of full-time teaching schedule) will be  
32 eligible for active dental insurance under the MBSD/MTEA (teacher) contract, including any  
33 employee premium contribution requirement, by filing an application during the new hire  
34 enrollment period or during any subsequent open enrollment period during active  
35 employment.  
36

1 **D. LIFE INSURANCE**

2  
3 Any rehired retired MPS certificated employee who returns to work in a contracted full-time  
4 teaching position (or fifty percent [50%] or more of full-time teaching schedule) may elect to  
5 continue his or her retiree life insurance benefits (Board-paid or self-paid) and waive  
6 participation in the active life insurance plan during the new hire enrollment period.

7  
8 Any such rehired retired employee who elects to participate in the active employee life  
9 insurance plan shall be entitled to benefits in the active life insurance plan under the  
10 MBSD/MTEA (teacher) contract, including any employee premium contribution  
11 requirement. Such employee shall file an application during the new hire enrollment  
12 process.

13  
14 Upon written notice of their next date of retirement (resignation) and resulting in termination  
15 of active life insurance, such employee will be automatically re-enrolled in retiree life  
16 insurance. Such retiree life insurance shall be at the amount and premium payment  
17 requirement as of his/her original retirement date. The years of service requirement for  
18 Board-paid retiree life insurance shall be based on the years of MPS service as of his/her  
19 original date of retirement.

20  
21 **E. PENSION BENEFITS**

22  
23 If a rehired retired MPS certificated employee who is receiving a benefit under the MBSD  
24 Supplemental Early Retirement Plan for Teachers (Teacher Plan) returns to work in a full-  
25 time contracted teaching position (or fifty percent [50%] or more of full-time teaching  
26 schedule) and elects to continue his/her Wisconsin Retirement System (WRS) annuity, the  
27 Teacher Plan will continue to pay benefits.

28  
29 If such rehired retired certificated employee elects to suspend his/her WRS annuity, the  
30 Teacher Plan will suspend benefits during the period of such employment. Upon his/her  
31 subsequent retirement and resumption of his/her WRS annuity, (a) the Teacher Plan  
32 permanent benefit shall be recalculated based on the formula applicable to such individual as  
33 of their subsequent date of retirement and (b) the Teacher Plan Special Supplemental Benefit  
34 will recommence for the remainder of time to age sixty-five (65).

35  
36 **F. SICK LEAVE**

37  
38 If the rehired retired MPS certificated employee returns to work in a full-time contracted  
39 teaching position (or fifty percent [50%] or more of full-time teaching schedule) within one

1 (1) year of his/her retirement date, his/her unused accrued sick leave balance will be  
2 reinstated. Such rehired retired certificated employee is eligible to accrue and use sick leave  
3 in accordance with Part III, Section G, and other leave benefits provided under the  
4 MBSD/MTEA (teacher) contract. (Note: For the retired teacher who opts out of Board-paid  
5 retiree health insurance, his/her prior accumulated sick leave used to qualify for Board-paid  
6 retiree health insurance and any amount paid out for severance will not be reinstated upon  
7 rehire for any reason. In no event shall such rehired retired MPS certificated employee be  
8 eligible for payment of severance payments that exceed the total amount provided under the  
9 MBSD/MTEA [teacher] contract.)

10  
11 **G. APPLICATION OF CONTRACT**

12  
13 All provisions of the MBSD/MTEA (teacher) contract shall apply to rehired retired MPS  
14 certificated employees who return to work in full-time teaching positions (or fifty percent  
15 [50%] or more of full-time teaching schedule) except as modified in this appendix.  
16

17  
18 **APPENDIX K**

19  
20 **SALARY SCHEDULE FOR**  
21 **191-DAY THERAPISTS**  
22 **JULY 1, 2005 - JANUARY 29, 2006**

23  
24

| <b>MINIMUM</b> | <b>MAXIMUM</b> | <b>INCREMENT</b> |
|----------------|----------------|------------------|
| \$40,978       | \$66,973       | \$1,984          |

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28  
29 **JANUARY 30, 2006 - JUNE 30, 2006**

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31

| <b>MINIMUM</b> | <b>MAXIMUM</b> | <b>INCREMENT</b> |
|----------------|----------------|------------------|
| \$41,285       | \$67,475       | \$1,999          |

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1 **JULY 1, 2006 - JANUARY 28, 2007**

2

| 3 <b>MINIMUM</b> | 4 <b>MAXIMUM</b> | 5 <b>INCREMENT</b> |
|------------------|------------------|--------------------|
| 6 \$41,904       | 7 \$68,487       | 8 \$2,029          |

9 **JANUARY 29, 2007 - JUNE 30, 2007**

10

| 11 <b>MINIMUM</b> | 12 <b>MAXIMUM</b> | 13 <b>INCREMENT</b> |
|-------------------|-------------------|---------------------|
| 14 \$42,323       | 15 \$69,172       | 16 \$2,049          |

17 **APPLICATION OF THE SCHEDULE**

18 Effective July 1, 2005, the individual's base pay as of June 30, 2005, will be increased by one and a half percent (1.5%).

19 Effective January 30, 2006, the individual's base pay as of January 29, 2006, will be increased by three-quarters percent (.75%).

20 Effective July 1, 2006, the individual's base pay as of June 30, 2006, will be increased by one and a half percent (1.5%).

21 Effective January 29, 2007, the individual's base pay as of January 28, 2007, will be increased by one percent (1.0%).

22 **PENSION**

23 Effective July 1, 1996, the Board will pay 6.5 percent of the individual teacher's gross salary to the Wisconsin Retirement System as the employee's share of the pension payment. Effective January 1, 1997, the Board will pay 6.4 percent of the employee's gross salary.

24 **SALARY SCHEDULE PLACEMENT**

25 Movement to or from the salary schedule in Appendix K by employees from different salary schedules shall be in accordance with previously established procedures.

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**APPENDIX L**

**SPECIALTY TEACHERS**

The Board will commit two million one hundred thousand dollars (\$2,100,000) in the 1988-89 school year for the employment of specialty teachers.

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**APPENDIX M**

**EMPLOYMENT TRAINING SPECIALISTS**

1. The workday for employment training specialists shall consist of eight and one-half (8.5) hours including a one (1) hour duty free lunch period. The standard workday will begin no sooner than 7:00 a.m. nor later than 9:00 a.m. and end eight and one-half (8.5) hours later. It is understood that these positions require a flexible workday and workweek and that hours will vary from the traditional teacher workday and workweek to accommodate training students. However, no training will be scheduled between midnight and 5:00 a.m. All work schedules are subject to prior review and approval of the program supervisor. In recognition of the flexible work schedule, each employee shall receive additional compensation of five percent (5%) of his/her salary (see paragraph 8).

2. Hours paid beyond eight (8) in a day or forty (40) in a calendar week shall be granted straight time compensatory time. Compensatory time shall be used by the teacher within two (2) pay periods from the time it is earned. If it is not used within two (2) pay periods, the teacher will be compensated at his/her individual hourly rate for each hour of compensatory time on the next paycheck.

3. Two (2) employment training specialist positions will become twelve (12)-month positions effective June 15, 1988. These positions will be filled by volunteers in order of systemwide seniority from among the four (4) teachers currently employed as employment training specialists.

4. Twelve (12)-month employment training specialists shall receive an annual paid vacation of four (4) weeks after one (1) year of service and five (5) weeks after twenty (20) years of service. An employee who leaves the service due to resignation or death or who takes a military leave, will be paid for earned vacation time that has been accumulated. An

1 employee who leaves the service due to retirement shall use or be paid for his/her earned  
2 vacation time that has accumulated prior to the effective date of retirement.

3  
4 5. Twelve (12)-month employment training specialists shall be granted a paid holiday for  
5 each of the following days: New Year's Day, the last workday prior to the day celebrated for  
6 New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the  
7 day after Thanksgiving, Christmas Day, and the last workday prior to the day celebrated for  
8 Christmas. All holidays are guaranteed. When a holiday falls on a Sunday, it shall be  
9 celebrated on the following day. When a holiday falls on a Saturday, it shall be celebrated  
10 on the preceding workday.

11  
12 6. Twelve (12)-month employment training specialists will earn incentive days in the  
13 following manner:

| <b>Sick Leave<br/>Usage</b> | <b>Personal Days<br/>Earned</b> |
|-----------------------------|---------------------------------|
| 0 - 16 Hours                | 2.0 Days                        |
| 16.1 - 48 Hours             | 1.0 Days                        |

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21 7. Twelve (12)-month employment training specialists will be paid on a biweekly basis.

22  
23 8. Salaries for employment training specialists shall be determined in the following  
24 manner:

25  
26 a. Ten (10)-month (191 days). Regular teacher salary multiplied by 1.05  
27 (consideration for the lengthened day) multiplied by 1.05 (consideration for the flexible  
28 work schedule - see paragraph 1).

29  
30 b. Twelve (12)-month. Regular teacher salary divided by 187 multiplied by 230. In  
31 addition, each individual's salary shall be multiplied by 1.05 (consideration for the  
32 lengthened day) and this multiplied by 1.05 (consideration for flexible work schedule -  
33 see paragraph 1).

34  
35 9. Any available employment training specialist positions shall be offered to all special  
36 education teachers who possess the following qualifications:

37  
38 a. Certification in any area of special education at the secondary level.  
39

- 1           b. Evidence of successful completion of all phases of Marc Gold "Try Another Way"  
2 training; i.e., awareness, task analysis, job development, placement, and follow-up.  
3
- 4           c. If there are no applicants who have completed all phases of Marc Gold "Try  
5 Another Way" and no applicants who have completed the "Job Development" phase of  
6 the Marc Gold workshops, then designated vocational instructors will be considered.  
7
- 8           d. Applicants from each of the areas of special education who possess the foregoing  
9 qualifications shall be selected in order of seniority for the positions.



**SALARY SCHEDULE FOR  
12-MONTH EMPLOYMENT TRAINING SPECIALISTS  
JULY 1, 2005 – JANUARY 29, 2006**

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| <b>Steps</b> | <b>BA</b> | <b>BA + 16</b> | <b>MA</b> | <b>MA + 16</b> | <b>MA + 32</b> |
|--------------|-----------|----------------|-----------|----------------|----------------|
| 1            | \$44,648  | \$46,726       | \$50,052  | \$52,135       | \$54,212       |
| 2            | 46,628    | 48,806         | 52,291    | 54,471         | 56,648         |
| 3            | 48,610    | 50,885         | 54,529    | 56,804         | 59,084         |
| 4            | 50,589    | 52,963         | 56,768    | 59,145         | 61,521         |
| 5            | 52,569    | 55,043         | 59,006    | 61,480         | 63,955         |
| 6            | 54,547    | 57,125         | 61,242    | 63,818         | 66,391         |
| 7            | 56,530    | 59,202         | 63,479    | 66,156         | 68,829         |
| 8            | 58,509    | 61,282         | 65,718    | 68,488         | 71,264         |
| 9            | 60,489    | 63,365         | 67,957    | 70,829         | 73,699         |
| 10           | 62,470    | 65,441         | 70,193    | 73,167         | 76,136         |
| 11           | 64,450    | 67,520         | 72,432    | 75,502         | 78,572         |
| 12           | 66,434    | 69,600         | 75,145    | 78,317         | 81,006         |
| 13           | 67,394    | 70,723         | 78,116    | 80,183         | 83,441         |
| 14           |           |                | 79,623    | 81,749         | 85,091         |
| 15           |           |                | 81,139    | 84,434         | 88,102         |
| 16           |           |                | 82,657    | 87,121         | 91,116         |

**SALARY SCHEDULE FOR  
10-MONTH EMPLOYMENT TRAINING SPECIALISTS  
JULY 1, 2005 – JANUARY 29, 2006**

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| <b>Steps</b> | <b>BA</b> | <b>BA + 16</b> | <b>MA</b> | <b>MA + 16</b> | <b>MA + 32</b> |
|--------------|-----------|----------------|-----------|----------------|----------------|
| 1            | \$36,301  | \$37,990       | \$40,694  | \$42,388       | \$44,077       |
| 2            | 37,911    | 39,681         | 42,515    | 44,287         | 46,057         |
| 3            | 39,522    | 41,371         | 44,335    | 46,184         | 48,038         |
| 4            | 41,131    | 43,061         | 46,155    | 48,088         | 50,019         |
| 5            | 42,741    | 44,753         | 47,974    | 49,986         | 51,998         |
| 6            | 44,349    | 46,445         | 49,792    | 51,887         | 53,978         |
| 7            | 45,961    | 48,134         | 51,611    | 53,788         | 55,961         |
| 8            | 47,571    | 49,825         | 53,432    | 55,684         | 57,941         |
| 9            | 49,180    | 51,519         | 55,252    | 57,587         | 59,921         |
| 10           | 50,791    | 53,207         | 57,070    | 59,488         | 61,902         |
| 11           | 52,401    | 54,897         | 58,890    | 61,386         | 63,882         |
| 12           | 54,014    | 56,588         | 61,096    | 63,675         | 65,861         |
| 13           | 54,794    | 57,501         | 63,512    | 65,192         | 67,841         |
| 14           |           |                | 64,737    | 66,465         | 69,183         |
| 15           |           |                | 65,969    | 68,648         | 71,631         |
| 16           |           |                | 67,204    | 70,833         | 74,081         |

**SALARY SCHEDULE FOR  
12-MONTH EMPLOYMENT TRAINING SPECIALISTS  
JANUARY 30, 2006 – JUNE 30, 2006**

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| <b>Steps</b> | <b>BA</b> | <b>BA + 16</b> | <b>MA</b> | <b>MA + 16</b> | <b>MA + 32</b> |
|--------------|-----------|----------------|-----------|----------------|----------------|
| 1            | \$44,983  | \$47,075       | \$50,428  | \$52,525       | \$54,619       |
| 2            | 46,978    | 49,172         | 52,683    | 54,879         | 57,072         |
| 3            | 48,975    | 51,266         | 54,939    | 57,229         | 59,528         |
| 4            | 50,969    | 53,361         | 57,194    | 59,589         | 61,982         |
| 5            | 52,963    | 55,456         | 59,448    | 61,941         | 64,435         |
| 6            | 54,957    | 57,553         | 61,701    | 64,297         | 66,888         |
| 7            | 56,954    | 59,646         | 63,955    | 66,652         | 69,345         |
| 8            | 58,949    | 61,742         | 66,210    | 69,002         | 71,798         |
| 9            | 60,943    | 63,840         | 68,467    | 71,360         | 74,253         |
| 10           | 62,939    | 65,932         | 70,719    | 73,716         | 76,707         |
| 11           | 64,933    | 68,026         | 72,975    | 76,068         | 79,162         |
| 12           | 66,932    | 70,122         | 75,709    | 78,904         | 81,613         |
| 13           | 67,900    | 71,253         | 78,702    | 80,783         | 84,068         |
| 14           |           |                | 80,219    | 82,362         | 85,730         |
| 15           |           |                | 81,747    | 85,067         | 88,762         |
| 16           |           |                | 83,277    | 87,775         | 91,800         |

**SALARY SCHEDULE FOR  
10-MONTH EMPLOYMENT TRAINING SPECIALISTS  
JANUARY 30, 2006 – JUNE 30, 2006**

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| <b>Steps</b> | <b>BA</b> | <b>BA + 16</b> | <b>MA</b> | <b>MA + 16</b> | <b>MA + 32</b> |
|--------------|-----------|----------------|-----------|----------------|----------------|
| 1            | \$36,573  | \$38,274       | \$41,000  | \$42,705       | \$44,408       |
| 2            | 38,195    | 39,979         | 42,833    | 44,619         | 46,402         |
| 3            | 39,819    | 41,681         | 44,668    | 46,530         | 48,399         |
| 4            | 41,440    | 43,384         | 46,501    | 48,448         | 50,394         |
| 5            | 43,061    | 45,088         | 48,334    | 50,361         | 52,389         |
| 6            | 44,682    | 46,793         | 50,166    | 52,276         | 54,383         |
| 7            | 46,306    | 48,495         | 51,998    | 54,191         | 56,381         |
| 8            | 47,928    | 50,199         | 53,832    | 56,102         | 58,375         |
| 9            | 49,550    | 51,905         | 55,666    | 58,019         | 60,371         |
| 10           | 51,173    | 53,606         | 57,498    | 59,934         | 62,366         |
| 11           | 52,793    | 55,308         | 59,332    | 61,847         | 64,362         |
| 12           | 54,418    | 57,012         | 61,555    | 64,152         | 66,355         |
| 13           | 55,205    | 57,932         | 63,988    | 65,680         | 68,351         |
| 14           |           |                | 65,222    | 66,964         | 69,702         |
| 15           |           |                | 66,464    | 69,163         | 72,167         |
| 16           |           |                | 67,708    | 71,365         | 74,637         |

**SALARY SCHEDULE FOR  
12-MONTH EMPLOYMENT TRAINING SPECIALISTS  
JULY 1, 2006 – JANUARY 28, 2007**

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| <b>Steps</b> | <b>BA</b> | <b>BA + 16</b> | <b>MA</b> | <b>MA + 16</b> | <b>MA + 32</b> |
|--------------|-----------|----------------|-----------|----------------|----------------|
| 1            | \$45,658  | \$47,782       | \$51,184  | \$53,313       | \$55,438       |
| 2            | 47,683    | 49,910         | 53,473    | 55,702         | 57,928         |
| 3            | 49,710    | 52,034         | 55,763    | 58,088         | 60,420         |
| 4            | 51,733    | 54,161         | 58,052    | 60,482         | 62,912         |
| 5            | 53,758    | 56,287         | 60,340    | 62,870         | 65,402         |
| 6            | 55,781    | 58,417         | 62,628    | 65,261         | 67,892         |
| 7            | 57,808    | 60,541         | 64,914    | 67,652         | 70,385         |
| 8            | 59,833    | 62,668         | 67,203    | 70,037         | 72,875         |
| 9            | 61,857    | 64,797         | 69,493    | 72,430         | 75,366         |
| 10           | 63,883    | 66,921         | 71,779    | 74,821         | 77,858         |
| 11           | 65,906    | 69,046         | 74,070    | 77,209         | 80,349         |
| 12           | 67,935    | 71,175         | 76,844    | 80,088         | 82,838         |
| 13           | 68,918    | 72,322         | 79,883    | 81,996         | 85,329         |
| 14           |           |                | 81,422    | 83,597         | 87,016         |
| 15           |           |                | 82,973    | 86,343         | 90,094         |
| 16           |           |                | 84,526    | 89,092         | 93,176         |

**SALARY SCHEDULE FOR  
10-MONTH EMPLOYMENT TRAINING SPECIALISTS  
JULY 1, 2006 – JANUARY 28, 2007**

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| <b>Steps</b> | <b>BA</b> | <b>BA + 16</b> | <b>MA</b> | <b>MA + 16</b> | <b>MA + 32</b> |
|--------------|-----------|----------------|-----------|----------------|----------------|
| 1            | \$37,122  | \$38,849       | \$41,615  | \$43,346       | \$45,074       |
| 2            | 38,768    | 40,579         | 43,476    | 45,288         | 47,098         |
| 3            | 40,417    | 42,306         | 45,338    | 47,228         | 49,124         |
| 4            | 42,061    | 44,035         | 47,199    | 49,175         | 51,150         |
| 5            | 43,708    | 45,764         | 49,059    | 51,116         | 53,175         |
| 6            | 45,352    | 47,496         | 50,919    | 53,060         | 55,199         |
| 7            | 47,001    | 49,222         | 52,778    | 55,004         | 57,226         |
| 8            | 48,647    | 50,952         | 54,639    | 56,943         | 59,251         |
| 9            | 50,293    | 52,683         | 56,501    | 58,889         | 61,276         |
| 10           | 51,940    | 54,409         | 58,360    | 60,833         | 63,302         |
| 11           | 53,585    | 56,137         | 60,222    | 62,774         | 65,328         |
| 12           | 55,234    | 57,868         | 62,478    | 65,115         | 67,351         |
| 13           | 56,033    | 58,801         | 64,948    | 66,666         | 69,376         |
| 14           |           |                | 66,200    | 67,968         | 70,747         |
| 15           |           |                | 67,461    | 70,201         | 73,250         |
| 16           |           |                | 68,723    | 72,435         | 75,756         |

**SALARY SCHEDULE FOR  
12-MONTH EMPLOYMENT TRAINING SPECIALISTS  
JANUARY 29, 2007 – JUNE 30, 2007**

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| <b>Steps</b> | <b>BA</b> | <b>BA + 16</b> | <b>MA</b> | <b>MA + 16</b> | <b>MA + 32</b> |
|--------------|-----------|----------------|-----------|----------------|----------------|
| 1            | \$46,115  | \$48,259       | \$51,695  | \$53,846       | \$55,993       |
| 2            | 48,160    | 50,409         | 54,007    | 56,260         | 58,507         |
| 3            | 50,208    | 52,555         | 56,321    | 58,668         | 61,025         |
| 4            | 52,251    | 54,702         | 58,633    | 61,087         | 63,542         |
| 5            | 54,295    | 56,850         | 60,943    | 63,500         | 66,056         |
| 6            | 56,338    | 59,002         | 63,254    | 65,913         | 68,571         |
| 7            | 58,386    | 61,145         | 65,563    | 68,328         | 71,089         |
| 8            | 60,431    | 63,295         | 67,875    | 70,737         | 73,603         |
| 9            | 62,476    | 65,445         | 70,187    | 73,154         | 76,120         |
| 10           | 64,522    | 67,591         | 72,497    | 75,569         | 78,637         |
| 11           | 66,565    | 69,736         | 74,810    | 77,980         | 81,153         |
| 12           | 68,614    | 71,886         | 77,613    | 80,889         | 83,666         |
| 13           | 69,607    | 73,045         | 80,682    | 82,816         | 86,182         |
| 14           |           |                | 82,236    | 84,432         | 87,886         |
| 15           |           |                | 83,803    | 87,207         | 90,994         |
| 16           |           |                | 85,371    | 89,983         | 94,108         |

**SALARY SCHEDULE FOR  
10-MONTH EMPLOYMENT TRAINING SPECIALISTS  
JANUARY 29, 2007 – JUNE 30, 2007**

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| <b>Steps</b> | <b>BA</b> | <b>BA + 16</b> | <b>MA</b> | <b>MA + 16</b> | <b>MA + 32</b> |
|--------------|-----------|----------------|-----------|----------------|----------------|
| 1            | \$37,494  | \$39,237       | \$42,031  | \$43,779       | \$45,524       |
| 2            | 39,156    | 40,984         | 43,910    | 45,742         | 47,568         |
| 3            | 40,821    | 42,730         | 45,791    | 47,700         | 49,616         |
| 4            | 42,483    | 44,475         | 47,671    | 49,667         | 51,662         |
| 5            | 44,144    | 46,221         | 49,550    | 51,628         | 53,706         |
| 6            | 45,806    | 47,971         | 51,428    | 53,590         | 55,751         |
| 7            | 47,470    | 49,714         | 53,306    | 55,554         | 57,799         |
| 8            | 49,133    | 51,461         | 55,186    | 57,512         | 59,843         |
| 9            | 50,795    | 53,210         | 57,065    | 59,478         | 61,889         |
| 10           | 52,459    | 54,954         | 58,943    | 61,441         | 63,935         |
| 11           | 54,121    | 56,698         | 60,824    | 63,401         | 65,981         |
| 12           | 55,787    | 58,447         | 63,103    | 65,766         | 68,024         |
| 13           | 56,594    | 59,388         | 65,598    | 67,333         | 70,069         |
| 14           |           |                | 66,861    | 68,647         | 71,455         |
| 15           |           |                | 68,136    | 70,903         | 73,982         |
| 16           |           |                | 69,410    | 73,160         | 76,514         |



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**APPENDIX N**

**ORIENTATION AND MOBILITY TEACHERS**

5 The workday for orientation and mobility teachers shall consist of seven (7) hours including  
6 a one (1)-hour duty-free lunch period. The standard workday will begin no sooner than 5:00  
7 a.m. nor later than 9:00 a.m. and end seven (7) hours later. It is understood that these  
8 positions require a flexible workday and that hours will vary from the traditional teacher  
9 workday to accommodate training students. However, no training will be scheduled  
10 between midnight and 5:00 a.m. All work schedules are subject to prior review and approval  
11 of the program supervisor. In recognition of the flexible work schedule, each employee shall  
12 receive additional compensation of five percent (5%) of his/her salary.  
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**APPENDIX O**  
**SALARY SCHEDULE FOR CONGRESS**  
**207-DAY TEACHERS**  
**JULY 1, 2005 – JANUARY 29, 2006**

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| <b>Steps</b> | <b>BA</b> | <b>BA+16</b> | <b>MA</b> | <b>MA+16</b> | <b>MA+32</b> | <b>Non-degree</b> |
|--------------|-----------|--------------|-----------|--------------|--------------|-------------------|
| 1            | \$35,684  | \$37,345     | \$40,003  | \$41,668     | \$43,328     | \$34,022          |
| 2            | 37,267    | 39,007       | 41,792    | 43,535       | 45,274       | 35,525            |
| 3            | 38,851    | 40,668       | 43,582    | 45,399       | 47,222       | 37,028            |
| 4            | 40,432    | 42,330       | 45,371    | 47,271       | 49,170       | 38,532            |
| 5            | 42,014    | 43,992       | 47,159    | 49,137       | 51,115       | 40,036            |
| 6            | 43,596    | 45,656       | 48,946    | 51,005       | 53,061       | 41,540            |
| 7            | 45,180    | 47,316       | 50,735    | 52,874       | 55,010       | 43,043            |
| 8            | 46,762    | 48,979       | 52,524    | 54,738       | 56,956       | 44,545            |
| 9            | 48,345    | 50,643       | 54,313    | 56,609       | 58,903       | 46,049            |
| 10           | 49,928    | 52,303       | 56,100    | 58,477       | 60,850       | 47,554            |
| 11           | 51,510    | 53,964       | 57,890    | 60,343       | 62,797       | 49,058            |
| 12           | 53,096    | 55,627       | 60,058    | 62,593       | 64,742       | 49,698            |
| 13           | 53,863    | 56,524       | 62,433    | 64,084       | 66,689       |                   |
| 14           |           |              | 63,637    | 65,336       | 68,008       |                   |
| 15           |           |              | 64,848    | 67,482       | 70,414       |                   |
| 16           |           |              | 66,062    | 69,630       | 72,823       |                   |

**SALARY SCHEDULE FOR CONGRESS  
207-DAY TEACHERS  
JANUARY 30, 2006 – JUNE 30, 2006**

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| <b>Steps</b> | <b>BA</b> | <b>BA+16</b> | <b>MA</b> | <b>MA+16</b> | <b>MA+32</b> | <b>Non-degree</b> |
|--------------|-----------|--------------|-----------|--------------|--------------|-------------------|
| 1            | \$35,952  | 37,624       | 40,303    | 41,980       | 43,653       | 34,276            |
| 2            | 37,546    | 39,300       | 42,106    | 43,861       | 45,614       | 35,791            |
| 3            | 39,143    | 40,973       | 43,909    | 45,739       | 47,576       | 37,306            |
| 4            | 40,736    | 42,647       | 45,711    | 47,625       | 49,538       | 38,822            |
| 5            | 42,330    | 44,322       | 47,512    | 49,506       | 51,499       | 40,336            |
| 6            | 43,923    | 45,998       | 49,314    | 51,388       | 53,459       | 41,851            |
| 7            | 45,519    | 47,671       | 51,115    | 53,271       | 55,423       | 43,366            |
| 8            | 47,114    | 49,346       | 52,917    | 55,149       | 57,383       | 44,879            |
| 9            | 48,708    | 51,023       | 54,721    | 57,033       | 59,345       | 46,395            |
| 10           | 50,303    | 52,695       | 56,521    | 58,916       | 61,307       | 47,910            |
| 11           | 51,896    | 54,368       | 58,324    | 60,796       | 63,268       | 49,425            |
| 12           | 53,494    | 56,044       | 60,509    | 63,062       | 65,228       | 50,071            |
| 13           | 54,268    | 56,948       | 62,901    | 64,564       | 67,189       |                   |
| 14           |           |              | 64,114    | 65,826       | 68,518       |                   |
| 15           |           |              | 65,335    | 67,988       | 70,941       |                   |
| 16           |           |              | 66,558    | 70,152       | 73,369       |                   |

**SALARY SCHEDULE FOR CONGRESS  
207-DAY TEACHERS  
JULY 1, 2006 – JANUARY 28, 2007**

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| <b>Steps</b> | <b>BA</b> | <b>BA+16</b> | <b>MA</b> | <b>MA+16</b> | <b>MA+32</b> | <b>Non-degree</b> |
|--------------|-----------|--------------|-----------|--------------|--------------|-------------------|
| 1            | \$36,492  | \$38,189     | \$40,908  | \$42,609     | \$44,308     | \$34,790          |
| 2            | 38,110    | 39,889       | 42,737    | 44,519       | 46,298       | 36,328            |
| 3            | 39,730    | 41,587       | 44,568    | 46,425       | 48,290       | 37,865            |
| 4            | 41,347    | 43,287       | 46,397    | 48,339       | 50,281       | 39,404            |
| 5            | 42,965    | 44,986       | 48,226    | 50,248       | 52,271       | 40,940            |
| 6            | 44,582    | 46,689       | 50,054    | 52,159       | 54,261       | 42,478            |
| 7            | 46,202    | 48,386       | 51,881    | 54,069       | 56,254       | 44,016            |
| 8            | 47,820    | 50,086       | 53,711    | 55,976       | 58,244       | 45,552            |
| 9            | 49,438    | 51,788       | 55,541    | 57,888       | 60,235       | 47,091            |
| 10           | 51,057    | 53,485       | 57,368    | 59,799       | 62,227       | 48,629            |
| 11           | 52,674    | 55,183       | 59,199    | 61,708       | 64,218       | 50,167            |
| 12           | 54,296    | 56,885       | 61,416    | 64,009       | 66,206       | 50,822            |
| 13           | 55,082    | 57,802       | 63,845    | 65,533       | 68,197       |                   |
| 14           |           |              | 65,075    | 66,813       | 69,545       |                   |
| 15           |           |              | 66,315    | 69,008       | 72,006       |                   |
| 16           |           |              | 67,556    | 71,205       | 74,469       |                   |

**SALARY SCHEDULE FOR CONGRESS  
207-DAY TEACHERS  
JANUARY 29, 2007 – JUNE 30, 2007**

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| <b>Steps</b> | <b>BA</b> | <b>BA+16</b> | <b>MA</b> | <b>MA+16</b> | <b>MA+32</b> | <b>Non-degree</b> |
|--------------|-----------|--------------|-----------|--------------|--------------|-------------------|
| 1            | \$36,857  | \$38,570     | \$41,317  | \$43,035     | \$44,751     | \$35,138          |
| 2            | 38,491    | 40,288       | 43,164    | 44,965       | 46,760       | 36,691            |
| 3            | 40,128    | 42,004       | 45,013    | 46,889       | 48,773       | 38,243            |
| 4            | 41,761    | 43,719       | 46,861    | 48,823       | 50,784       | 39,798            |
| 5            | 43,394    | 45,436       | 48,708    | 50,751       | 52,794       | 41,350            |
| 6            | 45,027    | 47,156       | 50,555    | 52,680       | 54,804       | 42,903            |
| 7            | 46,664    | 48,869       | 52,400    | 54,610       | 56,817       | 44,456            |
| 8            | 48,298    | 50,587       | 54,248    | 56,535       | 58,826       | 46,007            |
| 9            | 49,933    | 52,306       | 56,096    | 58,467       | 60,837       | 47,562            |
| 10           | 51,568    | 54,020       | 57,942    | 60,397       | 62,849       | 49,115            |
| 11           | 53,201    | 55,735       | 59,790    | 62,324       | 64,860       | 50,668            |
| 12           | 54,839    | 57,454       | 62,031    | 64,649       | 66,869       | 51,331            |
| 13           | 55,632    | 58,379       | 64,483    | 66,189       | 68,879       |                   |
| 14           |           |              | 65,725    | 67,481       | 70,241       |                   |
| 15           |           |              | 66,978    | 69,698       | 72,725       |                   |
| 16           |           |              | 68,231    | 71,917       | 75,214       |                   |

1 **APPENDIX P**

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3 **SALARY SCHEDULE FOR**  
4 **SCHOOL NURSES**  
5 **JULY 1, 2005 - JANUARY 29, 2006**

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| 7 <b>MINIMUM</b> | <b>MAXIMUM</b> | <b>INCREMENT</b> |
|------------------|----------------|------------------|
| 8 \$34,030       | \$49,807       | \$1,628          |

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12 **JANUARY 30, 2006 - JUNE 30, 2006**

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| 14 <b>MINIMUM</b> | <b>MAXIMUM</b> | <b>INCREMENT</b> |
|-------------------|----------------|------------------|
| 15 \$34,285       | \$50,181       | \$1,640          |

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19 **JULY 1, 2006 - JANUARY 28, 2007**

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| 21 <b>MINIMUM</b> | <b>MAXIMUM</b> | <b>INCREMENT</b> |
|-------------------|----------------|------------------|
| 22 \$34,799       | \$50,934       | \$1,665          |

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26 **JANUARY 29, 2007 - JUNE 30, 2007**

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| 28 <b>MINIMUM</b> | <b>MAXIMUM</b> | <b>INCREMENT</b> |
|-------------------|----------------|------------------|
| 29 \$35,147       | \$51,443       | \$1,682          |

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33 **PENSION**

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35 Effective July 1, 1996, the Board will pay 6.5 percent of the individual teacher's gross salary  
36 to the Wisconsin Retirement System as the employee's share of the pension payment.  
37 Effective January 1, 1997, the Board will pay 6.4 percent of the employee's gross salary.

**APPENDIX Q  
SALARY SCHEDULE FOR  
200-DAY TEAM MENTORS (EXTRA 9 DAYS PLUS 5%)  
JULY 1, 2005 – JANUARY 29, 2006  
SEMESTER I**

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| <b>Steps</b> | <b>BA</b> | <b>BA+16</b> | <b>MA</b> | <b>MA+16</b> | <b>MA+32</b> |
|--------------|-----------|--------------|-----------|--------------|--------------|
| 1            | \$36,421  | \$38,116     | \$40,830  | \$42,528     | \$44,223     |
| 2            | 38,036    | 39,813       | 42,655    | 44,435       | 46,210       |
| 3            | 39,653    | 41,508       | 44,482    | 46,337       | 48,198       |
| 4            | 41,267    | 43,204       | 46,308    | 48,247       | 50,184       |
| 5            | 42,882    | 44,901       | 48,133    | 50,152       | 52,170       |
| 6            | 44,496    | 46,598       | 49,957    | 52,059       | 54,157       |
| 7            | 46,113    | 48,293       | 51,783    | 53,965       | 56,146       |
| 8            | 47,728    | 49,991       | 53,608    | 55,868       | 58,133       |
| 9            | 49,343    | 51,689       | 55,435    | 57,778       | 60,120       |
| 10           | 50,959    | 53,383       | 57,259    | 59,685       | 62,107       |
| 11           | 52,574    | 55,079       | 59,085    | 61,589       | 64,093       |
| 12           | 54,193    | 56,775       | 61,299    | 63,886       | 66,079       |
| 13           | 54,976    | 57,692       | 63,722    | 65,408       | 68,066       |
| 14           |           |              | 64,951    | 66,685       | 69,412       |
| 15           |           |              | 66,188    | 68,875       | 71,868       |
| 16           |           |              | 67,427    | 71,067       | 74,327       |

**SALARY SCHEDULE FOR  
200-DAY TEAM MENTORS (EXTRA 9 DAYS PLUS 5%)  
JANUARY 30, 2006 – JUNE 30, 2006  
SEMESTER II**

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| <b>Steps</b> | <b>BA</b> | <b>BA+16</b> | <b>MA</b> | <b>MA+16</b> | <b>MA+32</b> |
|--------------|-----------|--------------|-----------|--------------|--------------|
| 1            | \$36,695  | \$38,401     | \$41,135  | \$42,847     | \$44,555     |
| 2            | 38,321    | 40,111       | 42,975    | 44,767       | 46,555       |
| 3            | 39,951    | 41,819       | 44,816    | 46,684       | 48,559       |
| 4            | 41,576    | 43,529       | 46,655    | 48,608       | 50,561       |
| 5            | 43,204    | 45,237       | 48,494    | 50,528       | 52,562       |
| 6            | 44,830    | 46,948       | 50,332    | 52,449       | 54,563       |
| 7            | 46,459    | 48,655       | 52,170    | 54,371       | 56,567       |
| 8            | 48,087    | 50,366       | 54,010    | 56,287       | 58,568       |
| 9            | 49,714    | 52,076       | 55,851    | 58,211       | 60,571       |
| 10           | 51,342    | 53,783       | 57,688    | 60,132       | 62,572       |
| 11           | 52,968    | 55,491       | 59,529    | 62,052       | 64,575       |
| 12           | 54,598    | 57,202       | 61,759    | 64,364       | 66,574       |
| 13           | 55,389    | 58,123       | 64,200    | 65,898       | 68,577       |
| 14           |           |              | 65,438    | 67,185       | 69,933       |
| 15           |           |              | 66,684    | 69,392       | 72,406       |
| 16           |           |              | 67,932    | 71,602       | 74,884       |



**SALARY SCHEDULE FOR  
200-DAY TEAM MENTORS (EXTRA 9 DAYS PLUS 5%)  
JULY 1, 2006 – JANUARY 28, 2007  
SEMESTER I**

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| <b>Steps</b> | <b>BA</b> | <b>BA+16</b> | <b>MA</b> | <b>MA+16</b> | <b>MA+32</b> |
|--------------|-----------|--------------|-----------|--------------|--------------|
| 1            | \$37,246  | \$38,978     | \$41,752  | \$43,490     | \$45,223     |
| 2            | 38,896    | 40,713       | 43,620    | 45,439       | 47,254       |
| 3            | 40,550    | 42,447       | 45,488    | 47,384       | 49,287       |
| 4            | 42,201    | 44,181       | 47,356    | 49,337       | 51,320       |
| 5            | 43,852    | 45,915       | 49,222    | 51,285       | 53,351       |
| 6            | 45,503    | 47,653       | 51,087    | 53,235       | 55,381       |
| 7            | 47,157    | 49,385       | 52,953    | 55,186       | 57,415       |
| 8            | 48,808    | 51,121       | 54,820    | 57,131       | 59,447       |
| 9            | 50,459    | 52,857       | 56,688    | 59,084       | 61,479       |
| 10           | 52,112    | 54,590       | 58,553    | 61,034       | 63,512       |
| 11           | 53,762    | 56,323       | 60,421    | 62,982       | 65,544       |
| 12           | 55,417    | 58,059       | 62,684    | 65,330       | 67,573       |
| 13           | 56,219    | 58,996       | 65,164    | 66,886       | 69,605       |
| 14           |           |              | 66,418    | 68,193       | 70,982       |
| 15           |           |              | 67,684    | 70,433       | 73,493       |
| 16           |           |              | 68,951    | 72,675       | 76,007       |

**SALARY SCHEDULE FOR  
200-DAY TEAM MENTORS (EXTRA 9 DAYS PLUS 5%)  
JANUARY 29, 2007 – JUNE 30, 2007  
SEMESTER II**

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| <b>Steps</b> | <b>BA</b> | <b>BA+16</b> | <b>MA</b> | <b>MA+16</b> | <b>MA+32</b> |
|--------------|-----------|--------------|-----------|--------------|--------------|
| 1            | \$37,618  | \$39,366     | \$42,170  | \$43,924     | \$45,676     |
| 2            | 39,286    | 41,120       | 44,055    | 45,893       | 47,726       |
| 3            | 40,956    | 42,871       | 45,943    | 47,857       | 49,780       |
| 4            | 42,624    | 44,622       | 47,829    | 49,830       | 51,833       |
| 5            | 44,290    | 46,374       | 49,714    | 51,798       | 53,884       |
| 6            | 45,957    | 48,130       | 51,598    | 53,767       | 55,935       |
| 7            | 47,628    | 49,879       | 53,483    | 55,737       | 57,990       |
| 8            | 49,295    | 51,632       | 55,369    | 57,702       | 60,041       |
| 9            | 50,964    | 53,386       | 57,254    | 59,674       | 62,094       |
| 10           | 52,633    | 55,136       | 59,138    | 61,644       | 64,147       |
| 11           | 54,299    | 56,886       | 61,025    | 63,611       | 66,199       |
| 12           | 55,971    | 58,641       | 63,312    | 65,984       | 68,249       |
| 13           | 56,781    | 59,585       | 65,815    | 67,556       | 70,302       |
| 14           |           |              | 67,082    | 68,874       | 71,692       |
| 15           |           |              | 68,361    | 71,138       | 74,227       |
| 16           |           |              | 69,640    | 73,402       | 76,767       |

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## APPENDIX R

### SCHOOL INTERVIEWS/STAFFING QUESTIONS AND ANSWERS

#### INTERVIEWS

The following information is included in the contract to provide schools/programs with answers to questions commonly asked about the school interview process found in Part V, Section P:

1. *Are all schools eligible to use Part V, Section P, Reassignments Through School Interviews?*

Yes. Any school/program which has at least one (1) full-time vacancy for the following school year known by May 1 may use this contract provision.

2. *What elements are necessary for a school/program to use the interview process under Part V, Section P?*

The school/program must have at least one (1) full-time teacher vacancy for the following school year known by May 1, the school/program must submit a request to interview, and the school/program must have a school interview team (or teams) as prescribed by contract.

3. *Who decides whether or not a school/program submits a request to interview?*

The threshold decision as to whether or not a school/program will do interviews ideally should be made jointly by the principal and teachers at each school/program. For many schools/programs, a consensus decision can be reached without the need for a formal vote.

In any school/program at which there is not a clear consensus in support of doing interviews, a written, secret ballot must be conducted by the building representative (BR). To do interviews under Part V, Section P, fifty-one percent (51%) of the certified teachers on the staff at the school/program must vote in favor of interviews.

"Teachers" include all members of the teacher bargaining unit assigned to the school/program full-time, including counselors, speech pathologists, social workers, etc. Teachers assigned half-time to two (2) different schools have voting rights at both schools. Teachers assigned to a school for less than half-time do not have voting rights at that school.

1  
2 4. *Does the decision to conduct interviews under Part V, Section P, automatically carry*  
3 *over to each new school year?*

4  
5 In February, any school which has participated in the interview process for at least two (2)  
6 staffing cycles may revoke that authority based upon an affirmative vote of at least fifty-one  
7 percent (51%) of the certified teaching staff assigned to the school/program.

8  
9 5. *Can a principal/program administrator require teachers to elect teacher members to*  
10 *establish an interview team?*

11  
12 No. Service on an interview team is strictly voluntary.

13  
14 6. *May a principal/program administrator unilaterally submit a request to do interviews?*

15  
16 No.

17  
18 7. *May the principal make the decision that the school governance council members will*  
19 *be in charge of conducting interviews for staff vacancies?*

20  
21 No. The interview team is responsible for conducting the interview process and making all  
22 decisions as to its operation, within the contract and applicable laws.

23  
24 **MEANING OF "VACANCIES KNOWN"**

25  
26 8. *What does the phrase "vacancies known for the following school year" mean?*

27  
28 "Vacancy" is a term of art that has been defined by past practice and grievance arbitration  
29 decisions. Vacancies are "known for the following school year" when the MPS Department  
30 of Human Resources receives a formal written notice of retirement or resignation, or a  
31 formal written request for a leave of absence, signed by a teacher.

32  
33 In addition, all positions filled by teachers with DPI permits or interns in alternative  
34 certification programs are vacancies known for the following school year.

35  
36 A school's/program s plans to expand teacher positions for the next school year could meet  
37 the definition of vacancies known.

38  
39 9. *How are positions vacant during the current school year treated?*

1  
2 The district continues to be obligated to fill any positions vacant where suitable candidates  
3 become available at anytime during the school year consistent with Part V, Section M.  
4

5 However, positions that are vacant during the school year which are not filled by March 15  
6 shall be considered vacancies known for the following school year and subject to the school  
7 team interview process. If a selection is made during the interview process, the district is no  
8 longer obligated to fill the position during the current school year.  
9

10 10. *Which teacher vacancies may be filled by interviews?*

11  
12 Under the contract, the term "teacher" means all positions within the teacher bargaining unit.  
13

14 For filling teacher vacancies through interviews, the contract provisions cover full-time  
15 teacher positions including classroom teachers, social workers, librarians, guidance  
16 counselors (both elementary and secondary), and specialists (art, music, physical education,  
17 etc.).  
18

19 However, the interview provisions do not apply to speech pathologist, diagnostic teacher,  
20 and ESL teacher positions.  
21

22 11. *If, for example, a third grade teacher submits a written notice to MPS before May 1 of*  
23 *his/her intent to retire at the end of the school year, must the principal list the vacancy as a*  
24 *third grade position?*  
25

26 No. As in the past, teachers have the right to make their preferences of assignment within a  
27 school known to principals, and principals have the "power of assignment" - the right to  
28 make teaching assignments within certification from among the existing faculty.  
29

30 In this example, the principal could decide to move one (1) of the present fourth grade  
31 teachers to the third grade position that will become vacant next fall (based on the  
32 retirement). The principal's power of assignment could be exercised in response to a fourth  
33 grade teacher's request for a third grade assignment. In this example, the vacancy known by  
34 May 1 could properly be listed as a fourth grade position, as determined by the principal.  
35

36 12. *If a teacher tells the administration that he/she wants to transfer, especially if that*  
37 *teacher has sufficient seniority to assume the transfer will be granted, can that transfer*  
38 *request be considered a known vacancy?*  
39

1 No. There is no guarantee that the teacher will receive the transfer.

2  
3 13. *Must a school advertise for all known vacancies if it wishes to participate in the*  
4 *interview process?*

5  
6 Yes. However, the school interview team will determine whom to interview and may decide  
7 not to interview any applicants for one (1) or more of the known vacancies.

8  
9 **COMPOSITION OF INTERVIEW TEAMS**

10  
11 14. *What are the contractual requirements for the school interview team?*

12  
13 To conduct interviews, the contract requires a school interview team "consisting of an on-site  
14 administrator, teachers, and at least one (1) parent. A majority of the team shall be teachers."  
15 Interns, permit teachers, and substitute teachers are ineligible to serve on a team.

16  
17 The school/program may not conduct interviews unless an interview team is established,  
18 with teachers comprising a majority of the team members. In schools/programs with more  
19 than one (1) team, teachers must comprise the majority of each team.

20  
21 In the operation of the school interview process, the principal serves as a member of the  
22 team. Each school team should determine who will chair the team. The principal may  
23 choose to assign an assistant principal to serve on the team(s), instead of the principal.

24  
25 15. *Is there a minimum number of people who should serve on the interview team?*

26  
27 Yes. The minimum number is five (5) team members - an on-site administrator, three (3)  
28 teachers, and one (1) parent. (The only exception is a school that has no on-site  
29 administrator. At those sites, the team should consist of one [1] parent and two [2] teachers.)

30  
31 16. *What does the contractual provision that "a majority of the team shall be teachers"*  
32 *mean?*

33  
34 A majority of teachers means one (1) more than the number of non-teacher members. For  
35 example, if a team includes an administrator and two (2) parents, the team must include four  
36 (4) teachers.

37  
38 17. *Should alternate team members be elected in case a situation arises in which a team*  
39 *member cannot participate when the interviews begin?*

1  
2 Yes. Teachers should elect an alternate for each team in case a teacher is prevented from  
3 serving on the team due to an illness or other unforeseen situation. Likewise, there should be  
4 at least one (1) parent alternate for each parent on an interview team.

5  
6 Alternates should be elected at the same time as team members.

7  
8 Alternates should receive training on the interview process, along with the team members at  
9 each school/program. As part of the training process, it should be made clear that alternates  
10 will serve only if needed prior to the start of the interviews for a particular vacancy.

11  
12 Information shared during interviews is to be kept confidential. Accordingly, only team  
13 members will be allowed to participate in the interviews. Alternates will not be allowed to  
14 attend interviews as non-voting observers.

15  
16 18. *Are alternates allowed to serve on the interview teams after one (1) or more of the*  
17 *applicants has been interviewed?*

18  
19 No. The integrity of the process is compromised if the composition of the team changes  
20 after any of the candidates have been interviewed.

21  
22 19. *What if a team member is absent on the day an interview is scheduled?*

23  
24 Unless a duly-elected and trained alternate is available, the interview must be rescheduled.  
25 A fair process requires the presence of the same team members at all of the interviews held  
26 for a particular vacancy.

27  
28 20. *May a school/program have more than one (1) interview team?*

29  
30 After the vacancies are determined, a school/program may decide that two (2) or more teams  
31 will serve its needs better than one (1) team.

32  
33 Ideally, a decision to do multiple teams would be made jointly by the principal and teachers  
34 at the school. In most situations, a consensus decision can be reached without a formal vote.

35  
36 Without a clear consensus in favor of multiple teams, the BR should conduct a written, secret  
37 ballot. To do multiple teams, a favorable vote by fifty-one percent (51%) of the teachers at  
38 the school/program is required.

1 21. *Should teachers get involved in the process of selecting parent members to the team?*

2  
3 As a general rule, teachers should let parents decide on the parent team members.

4  
5 22. *Can an MPS employee with a child attending the school where he/she works serve as a*  
6 *parent representative on that school's interview team?*

7  
8 No. The School Board policy on school governance councils, established on November 25,  
9 1997, specifically excludes employees from serving as parent representatives on school  
10 councils. The Board policy states: "A parent who is also a paid employee of his/her child's  
11 school shall not serve in the capacity of parent member on the council, but may serve as a  
12 teacher representative or support-staff representative."

13  
14 MPS has taken the position that the Board's policy on school governance councils applies to  
15 the question of employees serving as parent representatives on interview teams. This means  
16 that a teacher who has a child at the school may serve on the team only if elected as a teacher  
17 representative. An administrator who is a parent of a child at the school may serve as the on-  
18 site administrator team member, but not as a parent representative. Other employees at the  
19 school - educational assistants, secretaries, cooks, etc. - may not serve on a team at a school  
20 their child attends.

21  
22 23. *What if a school/program cannot obtain parent participation on the interview team?*

23  
24 The contract clearly requires the participation of at least one (1) parent on the team. Without  
25 the required team members, a school cannot do interviews.

26  
27 24. *What is meant by a "uniform process conducted by the BR" for the election of teachers*  
28 *to serve on a school interview team?*

29  
30 BR's must conduct a reasonable, fair, and democratic election process. Written notice of the  
31 election must be provided to all teachers at the school/program. There must be an  
32 opportunity for all teachers to be nominated and a reasonable period of time for voting by  
33 written, secret ballot.

34  
35 25. *Which teachers are eligible to vote in the election of teacher team members for*  
36 *interview teams?*

37  
38 "Teachers" include all members of the teacher bargaining unit assigned to the school full-  
39 time, including counselors, speech pathologists, social workers, etc. Teachers assigned half-



1 time to two (2) different schools have voting rights at both schools. Teachers assigned to a  
2 school for less than half-time do not have voting rights at that school. Interns, permit  
3 teachers, and substitute teachers are ineligible to vote on a team.  
4

5 Any teacher eligible to vote is also eligible to serve on the team.  
6

7 *26. How should BR's handle the election of multiple teams?*  
8

9 In schools/programs which determine that the nature and number of vacancies dictate more  
10 than one (1) team, the BR should conduct a process that allows all teachers to be nominated  
11 for each team and gives all teachers the opportunity to vote for the members of each team.  
12

13 For example, suppose a high school has one (1) vacancy in English, two (2) in science, and  
14 one (1) in LD, and the school decides to have three (3) interview teams. Nominations would  
15 be open to all teachers to serve on each of the three (3) teams, and all teachers would have  
16 the opportunity to vote for the members for each team. A social studies teacher could be  
17 elected to the LD vacancy team. The voting for the science vacancies team would not be  
18 limited to science department members. If elected, a teacher could serve on all three (3)  
19 teams. The BR would determine the mechanics of conducting the three (3) elections.  
20

21 *27. Are teachers elected to school interview teams on a permanent basis?*  
22

23 No. Each February, the BR must conduct a new election of teacher team members.  
24

## 25 **RIGHTS AND RESPONSIBILITIES OF THE INTERVIEW TEAMS**

26

27 *28. What are the rights and responsibilities of the school interview team?*  
28

29 School interview teams are empowered to determine which applicants they will interview, to  
30 conduct the interviews, and to select teachers who best fit the school's program and  
31 philosophy. If a team cannot reach consensus on a selection, agreement by a majority of the  
32 team is required to select an applicant. A majority of the team members must agree and sign  
33 off on the selection of an applicant.  
34

35 Once a team has decided on which applicants to interview, it must interview all of them  
36 before discussing the candidates and making its selection. For example, suppose ten (10)  
37 teachers applied for a position. Based on the interview team's review of the applications, the  
38 team could decide to interview four (4) of the ten (10) teachers who applied. The team is  
39 then required to interview all four applicants and should not discuss any of the candidates

1 until after the interviews are completed. Fairness requires that all applicants be given an  
2 equal opportunity for consideration.

3  
4 MPS is responsible for providing training to those involved in interviews regarding  
5 discrimination laws and other statutes and regulations on how interviews must be conducted.

6  
7 Teachers serving on interview teams are acting within the scope of their employment. The  
8 School Board will defend and hold teachers harmless if legal action arises as a result of  
9 interviews.

10  
11 29. *Does MPS plan to provide training on interviewing each school year?*

12  
13 Yes. Each year, training sessions will be made available to schools on a systemwide basis.

14  
15 30. *Do the staff racial balance criteria, which were ordered by Federal Court in 1979,*  
16 *restrict the selection which a school interview team may make?*

17  
18 No. The compulsory features for staff racial balance that had been followed since 1979 have  
19 been removed from the contract. An interview team cannot be required to accept or reject an  
20 applicant based on the race of the candidate nor based on the racial make-up of the school's  
21 current faculty.

22  
23 However, in accordance with Part I, Section H, of the contract, the Board and the MTEA are  
24 committed to cooperating to ensure that the professional staff at each school is racially  
25 diverse, in continuation of the Board's longstanding commitment to the faculty assignment  
26 goals ordered by the Federal District Court in 1979. The Board and the MTEA make this  
27 commitment because they wish to avoid racial isolation of school faculties, and they believe  
28 that having racially and ethnically diverse faculty and staff at each school is educationally  
29 beneficial for all students.

30  
31 31. *Does the contract provide teachers who serve on interview teams with any additional*  
32 *pay or compensatory time off for their service?*

33  
34 No. The contract does not provide additional pay and/or released time for this service.

35  
36 32. *May interviews take place during the school day?*

37  
38 No. There is no contractual provision defining when interviews may be held. MPS has  
39 determined that all interviews must be held outside of the school day. Since teacher and

1 parent service on interview teams is voluntary and unpaid, the scheduling should  
2 accommodate them, as well as the schedules of the applicants.

3  
4 33. *Must interview team interview all applicants?*

5  
6 No. All applications for a vacancy at a school are given to the interview team. The  
7 interview team determines which applicant(s) it will interview.

8  
9 34. *Does the interview team have the option of not selecting any of the applicants*  
10 *interviewed?*

11  
12 Yes.

13  
14 35. *What happens to all of the notes, score sheets, and any other materials produced by*  
15 *interview team members after the process is completed?*

16  
17 MPS has directed the principals to permanently retain all materials - including personal notes  
18 - produced by all interview team members. Such documents may be considered as evidence  
19 if any legal action resulted from interviews.

20  
21 36. *May interviews be taped?*

22  
23 No. MPS has determined that taping (audio or video) will not be permitted for school team  
24 interviews to fill teacher vacancies.

25  
26 37. *Can interview team members review the personnel file of the candidate?*

27  
28 No.

29  
30 **RIGHTS AND RESPONSIBILITIES OF TEACHERS SEEKING**  
31 **INTERVIEW REASSIGNMENTS**

32  
33 38. *What are the rights and responsibilities of teachers seeking interview reassignments?*

34  
35 Teachers may apply for as many schools as they choose which have vacant positions  
36 consistent with their licenses.

37  
38 A teacher who submits an application is not guaranteed an interview; each school interview  
39 team determines whom it will interview.

1  
2 Teachers who are interviewing have the right to withdraw their application(s) by the close of  
3 business (5:00 p.m.) on the day following the interview. Withdrawal requires a written, in-  
4 person request (form is available in MPS's Department of Human Resources, Certificated  
5 Staffing) by the teacher or his/her representative. Failure to withdraw an application may  
6 result in the teacher's assignment to the school at which he/she interviewed.  
7

8 Teachers who obtain an interview reassignment may not exercise their rights to a voluntary  
9 transfer under the contractual seniority or interview transfer provisions for three (3) years.  
10

11 39. *If a teacher is selected and confirmed for a vacancy at the first school/program where*  
12 *he/she interviews, should the teacher go through the additional scheduled interviews?*  
13

14 No. The teacher should cancel any further interviews - in fairness to the interview teams at  
15 the other schools/programs.  
16

17 40. *Where do teachers obtain application forms to apply for interview reassignments?*  
18

19 The MPS Department of Human Resources will make copies of the application forms  
20 available in all schools no later than April 1. Applications will also be available on the  
21 Human Resources Website. The MTEA and the MPS central office will also have copies of  
22 the form. (Please note that individual schools can also require applicants to submit  
23 additional information to the school.)  
24

25 41. *Schools/programs have the option of requiring applicants to provide information in*  
26 *addition to the interview application form. How will this be handled?*  
27

28 The telephone numbers of schools/programs which require additional information from the  
29 interview applicants will be noted on the listing of schools with "vacancies known" posted in  
30 all schools/programs.  
31

32 The principal/program administrator in such schools/programs will distribute the school's  
33 additional information form to all potential applicants either at the school's informational  
34 meeting or in response to requests from interested teachers.  
35

36 Teachers who apply will be responsible for submitting the additional information to the  
37 principal at the school requesting it. This information must go directly to the school - not to  
38 central services.  
39

1 However, the application form for interviews for all schools must be submitted to the MPS  
2 Department of Human Resources - not to the schools.

3  
4 Applicants are solely responsible for the timely filing of a separate application form for each  
5 school/program they are interested in applying to and for submitting any additional  
6 information requested by a school/program.

7  
8 *42. Can a teacher who received a seniority transfer within the last three (3) years seek an*  
9 *interview transfer?*

10  
11 No. The contractual limit on receiving another transfer within three (3) years of obtaining a  
12 voluntary seniority transfer applies to both seniority and interview transfers.

13  
14 *43. When are teachers selected by interview teams considered "assigned" to their new*  
15 *schools?*

16  
17 All of the "assignments" made during the May, June, and July interview process are  
18 considered tentative until the start of the next school year. They are treated the same way as  
19 the "on paper" reassignments made during the regular seniority transfer process each  
20 summer.

21  
22 It is anticipated that most of the vacancies for the next school year which are known by  
23 May 1 will not change. However, unforeseen changes may become necessary after the  
24 School Board adopts the budget for the coming year and/or after the student enrollment  
25 projections for the next school year are made.

26  
27 If there are changes in teacher needs known by June 30 which would result in a teacher who  
28 has been selected by the interview process displacing a teacher who has been working at the  
29 school, the tentative assignment of the teacher selected by the interview process would be  
30 rescinded.

31  
32 In the event that an interview assignment is rescinded by June 30, the selected teacher would  
33 remain at his/her school and be given an opportunity to submit a voluntary transfer request  
34 for consideration when the contractual seniority transfer procedures are implemented during  
35 the summer. Likewise, if that teacher's remaining at his/her school results in another teacher  
36 at the school being excessed, that teacher would be given an opportunity to complete the  
37 standard reassignment form used by excessed teachers.

1 Although extremely unlikely, a situation may arise late in the summer which results in an  
2 anticipated vacancy not materializing. If so, the teacher selected by the interview process  
3 would remain at his/her school - rather than displacing a teacher who has been working at  
4 the school which made the interview selection.

5  
6 On organization day, teachers who are reassigned through the interview process, as well as  
7 teachers reassigned through the seniority transfer process, are considered permanently  
8 "assigned" to their new schools. As in the past, if excessing takes place based on the third  
9 Friday student count, newly-assigned teachers would be treated as assigned to the school, the  
10 same as all other teachers at the school. Excessing would be done by contract, based on  
11 systemwide seniority.

## 12 13 14 **STAFFING**

15  
16 Agreements between the MTEA and the administration concerning various staffing  
17 questions:

### 18 19 **QUESTION 1**

20  
21 When the enrollment in a building decreases to a point that one (1) teacher must be  
22 reassigned, who would be reassigned first, a fully certified teacher or a second semester  
23 intern?

24  
25 The agreement as to question 1 is that volunteers would be reassigned first and if no  
26 volunteers, then the intern would be reassigned in his/her area of preparation (primary,  
27 intermediate, or secondary, etc.). If there was no position for the intern, then the regular  
28 teacher with least seniority would be reassigned. This teacher would be able to replace a  
29 newly hired teacher in another school following conditions as set forth in question 2 below.

### 30 31 **QUESTION 2**

32  
33 When a teacher is dropped from one (1) building because of a decrease in enrollment and  
34 that teacher has some systemwide seniority, may he/she take the position of a newly  
35 assigned teacher in another school?

36  
37 The agreement as to question 2 was that newly hired teachers will be tentatively assigned  
38 until after staffs are balanced. Under this procedure, an experienced teacher who is out of  
39 assignment because of an enrollment drop will be offered an assignment of a newly hired

1 teacher. If the teacher refuses the assignment, he/she will be placed on day-to-day  
2 assignment until such time that an opening occurs. At that time, he/she will be placed. It is  
3 understood that while the teacher will not be offered a choice of assignments, the MPS  
4 Department of Human Resources will accommodate the teacher's desired assignment to the  
5 extent possible.

### 6 7 **QUESTION 3** 8

9 Where a kindergarten teacher is assigned two (2) one-half (.5) positions and one (1) of those  
10 positions closes, does that kindergarten teacher have the right to bump a person with less  
11 seniority into the half-time position so that he/she may move into the full-time position that  
12 exists in one (1) of the buildings at which he/she is working?  
13

14 The agreement was that if a kindergarten teacher on a regular, full-time assignment is  
15 required to shift to a split of two (2) schools, the school from which he/she is split will be  
16 considered the primary assignment and his/her seniority rights will stand at that school. In  
17 the event that a teacher originally, or due to being moved out of the school, is placed in two  
18 (2) schools simultaneously, the school to which he/she is assigned in the morning will be the  
19 primary school and he/she may exercise his/her seniority at that school.  
20

### 21 **QUESTION 4** 22

23 What happens to teachers who are excessed from one (1) building and put on day-to-day  
24 assignment in terms of their being reassigned to another building? Are they given a choice  
25 as to the schools they would like, are they assigned in any form of seniority, or are they  
26 arbitrarily assigned by the personnel office?  
27

28 The agreement was that a teacher who is on day-to-day assignment would be reassigned on  
29 the basis of systemwide seniority to the next available assignment for which he/she is  
30 qualified.  
31

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