

**Contract
between
The Milwaukee Board of
School Directors
and
The Milwaukee Teachers'
Education Association
(Teachers)
July 1, 2007 to June 30, 2009**

CONTRACT

between

THE MILWAUKEE BOARD OF SCHOOL DIRECTORS

and

THE MILWAUKEE TEACHERS' EDUCATION ASSOCIATION

(Teachers)

July 1, 2007

to

June 30, 2009

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1 **THIS CONTRACT**, made and entered into at Milwaukee, Wisconsin, pursuant to the
2 provisions of Section 111.70 Wisconsin Statutes, by and between the Milwaukee Board of
3 School Directors, a municipal employer hereinafter referred to as the "Board," and the
4 Milwaukee Teachers' Education Association, as representative of the employees
5 employed by the Milwaukee Board of School Directors and included in the bargaining
6 unit certified by the Wisconsin Employment Relations Commission (WERC), hereinafter
7 referred to as the "MTEA," WITNESSETH:
8

9 **WHEREAS**, both of the parties to this contract are desirous of reaching an amicable
10 understanding with respect to the employer-employee relationship which exists between
11 them and to enter into a complete agreement covering rates of pay, hours of work, and
12 conditions of employment; and
13

14 **WHEREAS**, it is intended that the following contract shall be an implementation of the
15 provisions of Section 111.70 Wisconsin Statutes consistent with the legislative authority
16 which devolves upon the Board and the administrative authority and responsibility of the
17 superintendent of schools and the statutes of the State of Wisconsin and amendments
18 thereto and, insofar as applicable, the administrative rules of the Department of Public
19 Instruction and amendments thereto.
20
21

22 **PART I**

23
24 **A. DEFINITIONS**

25
26 Where used in this contract, the following word shall have the meaning set forth below:
27

28 **NEGOTIATION.** Negotiations shall mean that the parties shall meet and in good
29 faith discuss issues involving wages, hours, and working conditions in a sincere
30 effort to reach agreement. If after such discussion the parties are at an impasse, the
31 MTEA may immediately proceed to mediation prior to implementation. The MTEA
32 may then proceed to advisory fact finding.
33

34 **B. CONSIDERATION**

35
36 The consideration for the execution of this binding contract is the covenants mutually
37 expressed herein and arrived at by the parties hereto.
38

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, 2007, to and including June 30, 2009. Salary and fringe benefits shall be
5 effective July 1, 2007. 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
8 be obligated to bargain collectively with respect to any subject or matter referred to
9 or covered in this contract or with respect to any subject or matter not specifically
10 referred 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
14 and state legislation and administrative actions which provide additional funding to
15 the 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
35 111.70 Wisconsin Statutes, as such party may determine. No consent from either party
36 shall be required in order to name such negotiator or negotiators, except as limited by
37 Part II, 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
9 to the termination of the agreement and begin negotiations no later than February 15
10 prior to the termination of the agreement.

11
12 It is agreed that the dates specified in these guidelines may be waived by mutual
13 consent 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.
17 Upon ratification, the agreement shall be reduced to writing and signed by both
18 parties.

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

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

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

35
36 1. **AGREEMENT AND EXISTING RULES.** This contract shall include existing
37 Rules of the Board which primarily relate to wages, hours, and conditions of
38 employment of MTEA bargaining unit members at the time the agreement is entered
39 into. Where the contract requires changes in rules, "existing rules" shall mean the
40 rules 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
12 of 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
16 reached, either party may immediately proceed to mediation prior to the
17 implementation of such rule or Board policy. Either party may proceed to
18 advisory fact finding if the matter is not resolved in mediation. In an emergency
19 situation which would interfere with the orderly operations of the schools, the
20 administration may 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
24 policy, but which has an impact on the wages, hours, and conditions of
25 employment of the members of the bargaining unit and the contract is silent, the
26 MTEA may request to initiate negotiations and obligate the Board to negotiate
27 over the impact of such 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
2 or amendment to an administrative procedure of the type identified in
3 paragraph a.
4

5 d. If, during the term of the contract, any administrative procedure is changed
6 by amendment or by a new procedure, on which the contract is silent, which is
7 primarily related to wages, hours, and working conditions of the members of the
8 bargaining unit, the MTEA may request to initiate negotiations and obligate the
9 Board to negotiate over such new administrative procedure or change thereto.
10 If, after a reasonable period of negotiations, no agreement has been reached,
11 either party may proceed to mediation prior to the implementation of such
12 procedure. Either party may proceed to advisory fact finding if the matter is not
13 resolved in mediation. In an emergency situation which would interfere with the
14 orderly operations of the schools, the administration may temporarily implement
15 emergency action prior to mediation.
16

17 e. If, during the term of the contract, any administrative procedure which is
18 primarily related to educational and/or public policy is changed by amendment
19 or by a new procedure which has an impact on the wages, hours, and conditions
20 of employment of the members of the bargaining unit, and the contract is silent,
21 the MTEA may request to initiate negotiations and obligate the Board to
22 negotiate the impact of such change or new procedure.
23

24 f. Disputes under this section shall not be subject to the grievance procedure,
25 but shall be resolved through a petition for declaratory ruling or a prohibited
26 practice complaint before the WERC.
27

28 **G. NEGOTIATIONS OF POSITION DESCRIPTIONS**

29
30 During the term of this contract, the Board shall retain the right to establish or change
31 position descriptions. Where new position descriptions or changes in existing position
32 descriptions have a major effect on the wages, hours, and conditions of employment of
33 members of the bargaining unit, the impact of said changes dealing with wages, hours, or
34 working conditions shall be negotiated.
35

36 **H. INTEGRATION**

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

PART I - SECTIONS H,I

PART II - SECTION A

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

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

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

14
15 **I. ETHICS CODE**

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

26
27
28 **PART II**

29
30 **A. RECOGNITION**

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

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

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

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

20
21 **B. MTEA NEGOTIATING COMMITTEE**

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

28
29 **C. MANAGEMENT RESPONSIBILITIES**

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

1
2 **D. MTEA RESPONSIBILITIES**
3

4 As the certified collective bargaining representative, the MTEA will represent all persons
5 in the bargaining unit. No MTEA activity shall interfere with the regular instructional
6 program of the school. The MTEA, as a professional organization, is encouraged to
7 provide its 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
10 the MTEA, the employee will be paid as normal from the Board with the understanding
11 that the 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
16 communications. Materials for posting on bulletin boards shall be submitted to the
17 principal and then posted by the MTEA, and provided they are professional in approach
18 and do not deal with a personal attack or reflect unfavorably on the teaching profession or
19 constitute a political endorsement or rejection of a candidate, no interference will be made
20 with the posting. Such items should not occupy more than one-quarter of the board and
21 be not more than 16" x 20" in size. If the administration feels that the material is
22 inappropriate based upon the above standards, they shall arrange a conference with the
23 representatives of the MTEA within three workdays. The material, if favorably ruled
24 upon by the administration, will be reposted within one day of the meeting with the
25 representatives of the MTEA. Persistent violation of the above procedure in any building
26 may result in the revocation by the superintendent of the use of the bulletin boards in that
27 building.
28

29 **F. DUES, FAIR SHARE, AND PAYROLL DEDUCTIONS**
30

31 1. **DUES DEDUCTION.** The Board shall provide the MTEA with the
32 opportunity to have its dues and the dues of its affiliates deducted from the checks of
33 the teachers desiring such service provided that these deductions are evenly
34 distributed over the number of pay dates set aside for this deduction. Dues
35 deductions will begin on the biweekly payroll check following the submission of a
36 dues authorization card to central services. The administration will continue to
37 process cards within six workdays prior to the payroll check date. Under certain
38 circumstances, more time may be required--up to ten workdays.
39

1 2. **FAIR SHARE.** All employees represented by the MTEA who have completed
2 60 calendar days of service and are not members of the MTEA shall be required, as
3 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
6 be 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
16 the 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.
18 The MTEA agrees to furnish the Board a current list of employees in the
19 bargaining unit whose applications for MTEA membership are denied and a list
20 of employees whose memberships are terminated with grounds therefore, within
21 five days after rejection or termination.

22
23 b. The MTEA further agrees to hold the Board harmless for any damages
24 arising out of any legal action by any employee contesting the above set forth
25 deduction 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
31 available 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
37 services. Such information shall include, but not be limited to, actual expenses for the
38 preceding year, fund transfers within each school, and transfers from central accounts to
39 school accounts.

PART III

SALARIES AND FRINGE BENEFITS

A. SALARIES

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

B. HEALTH AND DENTAL BENEFITS

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

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

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

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

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

	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
1			
2			
3			
4	Plan Deductible (per	\$100 individual	\$100 individual
5	calendar year; applies	\$300 family	\$300 family
6	before co-insurance		
7	is payable)		
8			
9	Annual Co-Insurance Limit	\$200 individual	\$500 individual
10	(excludes deductible and co-pays;	\$600 family	\$1,500 family
11	once family co-insurance limit		
12	is met, all family members		
13	will be considered to have		
14	met their co-insurance limit		
15	for the remainder of the		
16	calendar year.)		
17			
18	Lifetime Maximum	\$2,382,000****	\$2,382,000****
19		per covered individual	per covered
20		in calendar 2005 (indexed	individual in
21		to the medical CPI	calendar 2005
22		adjusted each January 1	(indexed to the
23		thereafter)***	medical CPI
24			adjusted each
25			January 1
26			thereafter)***
27			
28			
29			
30			
31			
32			
33			
34			
35			

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

40
 41 ***Maximums are a combined limit for in-network and out-of-network.

42
 43 ****Lifetime maximum is a combined limit for benefits paid by any MPS self-funded health plan.

PART III - SECTION B

	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
1			
2			
3			
4	Hospital Services		
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	\$50 co-pay	\$50 co-pay
12	as defined by the third party		
13	administrator [TPA]), including		
14	in-network and out-of-network		
15	physician services		
16			
17	Non-emergency use of the	50% after deductible	50% after deductible
18	emergency room		
19			
20	Physician Services		
21	Office visits (non-surgical)	\$10 co-pay	80% after deductible
22	to non-specialists		
23			
24	Routine physicals/immuniza-	\$10 co-pay	80% after deductible
25	tions: well-baby care to	(immunizations at	deductible
26	age 2 (up to 10 routine	100% with co-pay	(immunizations at
27	exams annually); children	waived for children,	100% with
28	age 2+ to age 7 (2 routine	birth to age 6)	deductible waived
29	exams annually); children		for children, birth
30	age 7+ to adult (1 routine		to age 6)
31	exam annually); adults (1 routine		
32	exam annually)		
33			
34	Routine ob/gyn exam (1 routine	\$10 co-pay	80% after deductible
35	exam per calendar year, includ-		
36	ing 1 pap smear and related		
37	fees)		
38			
39			
40	*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services		
41	received for the remainder of the calendar year are benefited at 100 percent (except for: office visit, urgent care,		
42	emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient		
43	alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).		

	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
1			
2			
3			
4	Routine mammography	90% after deductible	80% after
5	(One 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	Maternity (coverage includes	90% after deductible	80% after
36	voluntary sterilization and		deductible
37	voluntary abortion)		
38			
39			

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

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	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
1			
2			
3			
4	Contraceptives (including	90% after deductible	80% after
5	injectable contraceptives that		deductible
6	are not self-administered and		
7	inserted and implanted contra-		
8	ceptive devices)		
9			
10	Infertility Treatment	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	Diagnostic X-Ray & Laboratory	90% after deductible	80% after
18	(other than physician's office)		deductible
19			
20	Durable Medical Equipment	90% after deductible	80% after
21			deductible
22			
23	Prescription Drugs		
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			
40	*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services		
41	received for the remainder of the calendar year are benefited at 100 percent (except for: office visit, urgent care,		
42	emergency room, and prescription co-pays; co-insurance payments for outpatient mental health, outpatient		
43	alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).		

	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
1			
2			
3			
4	Mail-order pharmacy program (Medco)	100% after \$10 generic and \$20 brand co-pay for a 90-day supply	N/A
5			
6			
7			
8	Mental Health Services		
9	Inpatient coverage	90% after deductible up to 120 days per calendar year***	80% after deductible up to 40 days per calendar year***
10			
11			
12			
13			
14	Outpatient coverage (including all mandated providers)	90% after deductible** up to 120 visits per calendar year***	80% after deductible** up to 30 visits per calendar year***
15			
16			
17			
18			
19	Alcohol/Drug Abuse		
20	Inpatient coverage	90% after deductible up to 120 days per calendar year***	80% after deductible up to 40 days per calendar year***
21			
22			
23			
24			
25	Outpatient coverage (including all mandated providers)	90% after deductible** up to 120 visits per calendar year***	80% after deductible** up to 30 visits per calendar year***
26			
27			
28			
29			
30	Ambulance (covers medically necessary transportation only – if ambulance called unneces- sarily, no coverage is provided)	100% (deductible waived)	100% (deductible waived)
31			
32			
33			
34			
35			
36			

*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 100 percent (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.

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	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
1			
2			
3			
4	Short-Term Rehabilitation	90% after deductible	80% after deductible
5	(acute conditions only)		
6			
7	Organ Transplants (see National	90% after deductible	80% after deductible
8	Program for Medical Excellence)		
9			
10	Physical/Speech/Occupational	90% after deductible	80% after deductible
11	Therapy (inpatient and out-		
12	patient)		
13			
14	Radiation Therapy (inpatient and	90% after deductible	80% after deductible
15	outpatient)		
16			
17	Chemotherapy (inpatient and out-	90% after deductible	80% after deductible
18	patient)		
19			
20	Blood/Blood Plasma	90% after deductible	80% after deductible
21			
22			
23	Chiropractic	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	Oral Surgery (procedures covered	90% after deductible	80% after deductible
29	by Aetna U.S. Healthcare on		
30	October 27, 2000)		
31			
32	TMJ (surgical and non-surgical	90% after deductible	80% after deductible
33	diagnosis and treatment)		
34			
35	Prosthetic/Orthotic Appliances	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 100 percent (except for: office visit, urgent care,
 40 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	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
2			
3			
4	Podiatrist Services	90% after deductible	80% after deductible
5			
6			
7	Weight Loss	90% after deductible	80% after deductible
8			
9			
10	Urgent Care/Walk-In Clinic (not considered an emergency)	\$35 co-pay	80% after deductible
11			
12			
13	Skilled Nursing Facility	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	Home Health Care	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	Private Duty Nursing	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	Hospice Care		
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 100 percent (except for: office visit, urgent care,
40 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

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1	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
2			
3			
4	National Program for Out-of- Network Discounts	N/A	Included
5			
6			
7	A National Program of Medical Excellence (Coordinates medical care with nationally respected doctors, clinics, and hospitals. Travel expenses for the member and a companion are covered - up to a maximum of \$10,000 per episode.)	Included	N/A
8			
9			
10			
11			
12			
13			
14			
15			
16	Inpatient Precertification and Concurrent Review (applies to inpatient hospital, treatment facility, skilled nursing facility, home health care, hospice care & private duty nursing care)	Provider initiated.	Member initiated (Not required for employees/ dependents enrolled in Medicare as primary)
17			
18			
19			
20			
21			
22			
23			
24	Penalty to employee for failure to precertify	None	\$300 penalty. Applies per occurrence (Does not apply to employees/ dependents enrolled in Medicare as primary)
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40	*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 100 percent (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).		
41			
42			
43			

1	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
2			
3			
4	Claim Submission	Provider initiated. Two-year filing requirement	Member initiated, member ultimately responsible. Two-year filing requirement
5			
6			
7			
8			
9			
10			
11	The following provisions apply both in-network and out-of-network:		
12			
13	Private Room Limit	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	Pre-Existing Conditions Rule	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			
26	Continuation	Standard COBRA continuation applies.	
27			
28	Extension of Benefits	Twelve months extension if totally disabled when coverage ceases – extension applies to all covered expenses for the conditions causing such disabilities.	
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40	*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 100 percent (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).		
41			
42			
43			

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Coordination With Other Benefits 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).

Order of Benefit Determination

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

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

3) PLAN DESIGN

a) **In-Network.** The PPO indemnity health plan shall be subject to an annual \$100 per individual/\$300 per family deductible, after which all covered medical services and supplies obtained in-network shall be subject to a 10 percent individual-paid co-insurance amount until the annual in-network co-insurance limit of \$200 per individual/\$600 per family is reached. Once the in-network co-insurance limit is reached in a calendar year, all covered medical expenses provided in-network will be paid at 100 percent for the remainder of that calendar year, in accordance with the following:

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

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

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

3
4 **b) Out-of-Network.** The PPO indemnity health plan shall be subject
5 to an annual \$100 per individual/\$300 per family deductible, after
6 which all covered medical services and supplies obtained out-of-
7 network shall be subject to a 20 percent individual-paid co-insurance
8 amount until the annual out-of-network co-insurance limit of \$500 per
9 individual/\$1,500 per family is reached. Once the out-of-network co-
10 insurance limit is reached in a calendar year, all covered medical
11 expenses provided out-of-network will be paid at 100 percent for the
12 remainder of that calendar year in accordance with the following:

13
14 Co-insurance limits (excluding outpatient mental health, outpatient
15 alcohol/drug abuse, and non-emergency use of emergency room
16 services) are the maximum amount of out-of-pocket expenses (other
17 than emergency room and prescription co-pays, deductibles, and
18 penalty payments) that an employee/family will have to pay for out-of-
19 network medical services in a calendar year.

20
21 Only those out-of-pocket expenses resulting from the applications of
22 the co-insurance percentage (except outpatient mental health, outpatient
23 alcohol/drug abuse, and non-emergency use of emergency room
24 services) may be used to satisfy the calendar year co-insurance limit.

25
26 The in-network and out-of-network deductibles and co-insurance limits
27 cross apply between in-network and out-of-network.

28
29 **c)** The plan design description contained in a) In-Network and b)
30 Out-of-Network above applies to active employees and non-Medicare
31 retirees.

32
33 **d)** The plan design in b) Out-of-Network above applies to Medicare
34 retirees and includes access to: 1) in-network and out-of-network retail
35 and mail-order prescription drug benefits with co-pays not subject to
36 the annual co-insurance limit and 2) the National Program of Medical
37 Excellence benefit.

38
39 **4) COVERED MEDICAL SERVICES.** The summary description (2
40 above) lists some of the medical services and supplies covered by the PPO

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1 indemnity health plan, but is not intended to be an exhaustive list of all
2 services and supplies covered by the plan. The PPO indemnity health plan
3 shall cover all medically necessary services and supplies which are not
4 excluded by the plan, subject to the following:
5

6 a) **Medical Necessity** shall mean: The definition of medical
7 necessity as contained in the memorandum of understanding dated
8 July 22, 2002.
9

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

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

21 d) **The Negotiated Plan Document.**
22

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

35 6) **THIRD PARTY ADMINISTRATION.** Effective March 1, 2001,
36 the Board's PPO indemnity health plan TPA shall be Aetna, Inc. Effective
37 November 1, 2005, the TPA for the pharmacy network for the PPO
38 indemnity health plan shall be Medco Health Solutions, Inc. (Medco).
39

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

4
5 b) The TPA(s) shall be solely responsible for establishing, revising,
6 and administering local and national PPO and pharmacy networks.

7
8 Effective November 1, 2002, and until at least October 31, 2007,
9 Columbia St. Mary's, Inc., and Columbia St. Mary's Community
10 Physicians and their affiliates (hereinafter CSM) shall be included in
11 the Aetna Open Choice PPO network and be available to MTEA-
12 represented employees/dependents on an in-network basis. After CSM
13 is included in the Aetna Open Choice PPO network, this provision
14 shall not be interpreted to prevent CSM or Aetna from terminating
15 their agreement because of material changes occurring after
16 November 1, 2002, by giving proper notice to the other party in
17 accordance with the terms of their contract. Further, this provision
18 shall not be interpreted to require the Board to make CSM available to
19 employees/dependents on an in-network basis following such
20 termination of the CSM/Aetna contract.

21
22 c) The Board agrees to provide MTEA staff persons with
23 unrestricted access to any employee/official of the TPA(s) (or its
24 subsidiaries) or any other benefit administrator/vendor for the purpose
25 of representing the interests of MTEA-represented employees/
26 dependents.

27
28 d) After notice and discussion with the MTEA of the rationale for the
29 need to rebid, the Board may rebid the TPA for the PPO indemnity
30 health plan. Should the MTEA raise demonstrable and substantive
31 performance deficiencies on the part of the TPA, the Board shall rebid
32 the TPA. The Board shall not rebid or change the TPA(s) for this
33 bargaining unit unless such rebid or change in the TPA is for all
34 MTEA bargaining units. The change to any new TPA(s) shall apply to
35 all MTEA bargaining units and have a uniform effective date. Any
36 new TPA considered in the rebidding process must provide benefits
37 that conform to all provisions of this contract and the negotiated plan
38 document. The Board will provide the MTEA copies of proposed bid
39 specifications for review and analysis for conformance to plan benefits
40 prior to bids being solicited. Upon conclusion of the rebidding

1 process, the Board and the MTEA will meet to negotiate the selection
2 of a new TPA.

3
4 **7) PREFERRED PROVIDER OPTION (PPO) NETWORK**

5
6 a) Effective March 1, 2001, the Aetna Open Choice PPO network
7 shall be available to MTEA-represented employees/dependents locally
8 and nationally.

9
10 b) Participants in the PPO indemnity health plan shall continue to
11 have the option to use any provider, whether in-network or out-of-
12 network. Participants in the PPO indemnity health plan shall be
13 provided with a booklet listing the doctors, hospitals, and other
14 providers which belong to the PPO network. A current booklet shall
15 also be provided to new health plan participants upon enrollment and
16 once per year (during August) to all participants.

17
18 c) Participants in the PPO indemnity health plan shall not be
19 responsible for the precertification requirements when the
20 attending/admitting physician is a member of the PPO network.
21 Participants shall not be penalized if a network physician fails to
22 precertify.

23
24 d) Participants in the PPO indemnity health plan shall not be subject
25 to the claim filing requirements when health care services are obtained
26 from a provider who is a member of the PPO network. Claims for
27 services and supplies from in-network and out-of-network providers
28 must be submitted to the plan administrator within two years from the
29 date of service.

30
31 e) Other than for deductible, co-insurance, and co-payments,
32 participants in the PPO indemnity health plan shall not be responsible
33 for paying a balance bill for covered services from an in-network
34 provider, when the covered services were provided by an in-network
35 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.
40

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

13
14 Effective November 1, 2005, the TPA for the pharmacy network, including
15 the administration of out-of-network pharmacy claims, shall be Medco.

16
17 **Viagra and Similar Medications:**

- 18
19 a) Effective July 1, 2002, Viagra and similar medications shall be
20 covered only through participating pharmacies of the Aetna pharmacy
21 network in accordance with "Viagra endorsement" language to include
22 all subsequent standard Viagra endorsement changes made by the
23 TPA.
24
25 b) Effective July 1, 2002, Viagra and similar medications shall not
26 be 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
37 precertification.
38
39 b) Effective July 1, 2002, appetite suppressant medications shall not
40 be covered through the mail-order pharmacy program.

1
2 c) Effective November 1, 2005, appetite suppressant medications
3 shall 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
18 be covered only through participating pharmacies of the Medco
19 pharmacy 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
23 Medco shall be offered to MTEA-represented employees enrolled in the
24 PPO indemnity health plan and shall require a \$10 generic and \$20 brand
25 name co-payment by employees/dependents for a 90-day supply of
26 medication per prescription. Medication shipments shall continue to be
27 provided at no cost to employees/dependents.
28

29 If it is determined by the Board's consultant that a majority of the 75 most
30 utilized prescription medications are more expensive when obtained from
31 the mail-order program than when obtained from the pharmacy
32 management prescription drug program (8 above) and the MTEA's
33 consultant concurs with this finding, the MTEA agrees to reopen
34 negotiations on the mail-order pharmacy program, within ten workdays of
35 such concurrence, to explore and agree upon ways to control costs in this
36 program.
37

Dispute Resolution Procedure:

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

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

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

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

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

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
4 home 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,
9 the 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/
15 facility is responsible for initiating concurrent review. However, when
16 using an out-of-network provider/facility, the employee/dependent
17 must contact the TPA within 48 hours of an emergency admission
18 (extended to 72 hours if confinement begins on a Friday or Saturday)
19 to initiate concurrent review. If the employee/dependent using an out-
20 of-network provider/facility fails to comply with these requirements, a
21 penalty of \$300 per occurrence shall apply.
22

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

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

36 The Board further agrees not to make, nor to agree with the TPA to
37 make, any changes in standard utilization management procedures
38 which change benefits without the express written agreement of the
39 MTEA.
40

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

4
5 **12) USUAL, CUSTOMARY, AND REASONABLE (UCR)**
6 **ALLOWANCE.** The plan administrator shall process out-of-network
7 claims at a UCR rate of the eighty-fifth percentile HIAA (INGENIX). A
8 UCR cutback of less than \$10 shall be waived.

9
10 **13) MEDICARE DIRECT.** As plan participants become eligible for
11 Medicare, they shall be enrolled in the Medicare direct program to coincide
12 with the effective date of their enrollment in Medicare.

13
14 **14) CONVERSION POLICY.** The Board shall make available the TPA's
15 standard conversion policy to eligible employees/dependents. A copy of
16 the conversion policy and associated rates shall be provided to the MTEA.

17
18 **15) RAPS AND OTHER PROVIDER COVERAGE.** When out-of-
19 network radiology, anesthesiology, and pathology (RAPS) services are
20 provided at an in-network facility (hospital or outpatient surgical facility),
21 claims from these out-of-network providers shall be benefited after the
22 deductible at 90 percent of the negotiated UCR allowance in accordance
23 with Part III, Section B(1)(a)(12).

24
25 When an employee/dependent receives medical services at an in-network
26 facility (hospital or outpatient surgical facility) and the admitting or
27 attending physician is an in-network physician and it is medically necessary
28 to use the services of a consulting, assisting, or other physician and out-of-
29 network physicians are used, claims from these out-of-network physicians
30 shall be benefited after the deductible at 90 percent of the negotiated UCR
31 allowance in accordance with Part III, Section B(1)(a)(12). The provisions
32 of this paragraph shall not apply if it is determined that the out-of-network
33 physician was selected at the request or direction of the employee/
34 dependent. The TPA shall process claims in accordance with the
35 provisions of this paragraph. Benefits paid under this paragraph shall be
36 capped at \$100,000 per fiscal year for 2002-2003, 2003-2004, and 2004-
37 2005. Commencing July 1, 2005, and until June 30, 2008, the MPS
38 administration shall manually benefit claims in accordance with the
39 provisions of this paragraph as claims are presented by employees/
40 dependents or union representatives. Benefits paid under this paragraph

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

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

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

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

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

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

34 **16) DEPENDENT DAUGHTERS COVERED.** Dependent daughters of
35 employees shall be covered for all prenatal and maternity benefits provided
36 by the plan. (See Section B(5)(b)(4) dependent eligibility for coverage for
37 grandchildren.)
38

39 **b. HEALTH MAINTENANCE ORGANIZATION (HMO)/EXCLUSIVE**
40 **PROVIDER ORGANIZATION (EPO) OPTIONS.** As a voluntary option to

1 the PPO indemnity health plan, employees may enroll in HMO coverage offered
2 by CompcareBlue and UnitedHealthcare. Family Health Plan (FHP) shall not
3 be available to MTEA-represented employees after March 1, 2001. Employees
4 enrolled in FHP on November 1, 2000, will be required to select a new health
5 plan during the 2000-2001 school year open enrollment period. CompcareBlue
6 shall not be available to MTEA-represented employees effective November 1,
7 2002. Employees enrolled in CompcareBlue on September 1, 2002, will be
8 required to select a new health plan during the September, 2002, open
9 enrollment period. Any employee/dependent enrolled in CompcareBlue on
10 September 1, 2002, who does not select a new health plan during the September
11 open enrollment, shall be enrolled in UnitedHealthcare.
12

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

23 The HMO plans offered to employees/retirees and dependents effective
24 March 1, 2001, shall contain the following features:
25

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

34 b) The retail prescription medication co-pay shall be 10 percent
35 from a participating pharmacy for a 30-day supply.
36

37 c) Effective November 1, 2005, the mail-order prescription
38 medication program offered through the Choice EPO third party
39 administrator shall be offered to MTEA-represented employees
40 enrolled in the Choice EPO plan and shall require a \$10 generic and

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1 \$20 brand name co-payment by employees/dependents for a 90-day
2 supply of medication per prescription. Medication shipments shall
3 continue to be provided at no cost to employees/dependents.
4

5 d) The mental health and alcohol/drug abuse benefits shall be
6 provided at the state-mandated level as standardly provided by the
7 HMO plans. Effective November 1, 2005, mental health and
8 alcohol/drug abuse benefits shall be provided as follows:
9

10 Mental Health

11 Inpatient coverage 90% up to 45 days per calendar year
12 Outpatient coverage 90% up to 45 visits per calendar year
13

14 Alcohol/Drug Abuse

15 Inpatient coverage 90% up to 45 days per calendar year
16 Outpatient coverage 90% up to 45 visits per calendar year
17

18 Outpatient services do not apply to annual co-insurance limits and
19 covered expenses for outpatient services will continue to be subject to
20 co-insurance.
21

22 e) Effective November 1, 2005, once the annual (calendar year) co-
23 insurance limit has been reached, all medical services received for the
24 remainder of the calendar year are benefited at 100 percent (except for:
25 office visit, urgent care, emergency room, and prescription co-pays;
26 co-insurance payments for outpatient mental health, outpatient
27 alcohol/drug abuse, and non-emergency use of emergency room
28 service; and penalty payments).
29

30 2) The number and identity of EPO/HMO's shall be the same for all
31 bargaining units represented by the MTEA. If the parties agree in the
32 future to offer more than one EPO/HMO, the following procedures shall
33 apply uniformly to all MTEA-represented units. The MTEA and the
34 Board will annually meet to agree upon which HMO's will be offered to
35 bargaining unit employees. Only HMO's which offer experience,
36 industry rating, class rating, or demographic rating will be considered.
37 The rate selected will be the one most cost efficient. Each year the Board
38 and the MTEA will review changes in coverage proposed by each HMO
39 along with the rates. HMO's will be considered for exclusion if the
40 demographic mix selecting an HMO would generate costs on the

1 comprehensive indemnity/PPO plan less than the cost of the HMO
 2 premium or if the rate projected is more than 5 percent higher than the
 3 mean or median of other HMO rates, whichever is less, except if these
 4 rates could be explained by differing demographic concentration within an
 5 HMO. HMO's meeting the above criteria would continue to be offered
 6 unless there were demonstrable quality complaints against the HMO or if
 7 there were structural changes in the HMO's such as a change in IPA
 8 groups or if there are changes in benefits. If an HMO is not selected for
 9 continuation, the Board will provide assistance to employees in selecting
 10 another HMO offering the same IPA groups.

11
 12 3) Should the Board elect, commencing July 1, 2003, or on a subsequent
 13 July 1, UnitedHealthcare HMO shall be a self-funded EPO health plan of
 14 the Milwaukee Board of School Directors. All state of Wisconsin
 15 mandated health insurance benefits as promulgated now or in the future by
 16 the Wisconsin Commissioner of Insurance which are applicable to a fully
 17 insured health insurance plan shall be included in the UnitedHealthcare
 18 HMO plan even if such mandated benefits apply to health insurance plans
 19 generally and exclude self-funded plans. The effective date of any benefit
 20 change will be the first date that the plan would be required, under present
 21 laws or regulations or as such laws or regulations may be enacted in the
 22 future, to implement the change had the plan been fully insured.

23
 24 Effective November 1, 2005, the self-funded EPO health plan shall be
 25 converted to the Choice EPO (UnitedHealthcare). The Choice EPO health
 26 plan allows participants the freedom to see any physician or other health
 27 care professional from the network, including specialists, without a referral.
 28 With this plan, participants will receive the benefits as specified in the
 29 Summary Plan Description (SPD) when participants seek care from a
 30 network physician, facility, or other health care professional.

31
 32 **2. DISPUTE RESOLUTION.** Individuals, who believe they have been
 33 improperly denied benefits under the provisions of the PPO indemnity health plan or
 34 an HMO/EPO plan, shall first utilize and exhaust the appeal procedures available
 35 under their health plan.

36
 37 If a claim denial is upheld in the plan appeal process, the individual may then file a
 38 grievance under the provisions of the contract except that where the denial is based
 39 on the proper application of medical necessity criteria and/or general plan exclusions,
 40 it shall not proceed to arbitration.

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1
2 The MTEA may file a grievance over any matter involving a claim denial or any
3 other matter involving a violation of the contract including:

- 4
5 a. Matters impacting a group of bargaining unit members.
6
7 b. Matters having a substantial impact on benefits provided under the plan.
8

9 **3. SEPTEMBER OPEN ENROLLMENT.** During September of each year,
10 there shall be an annual open enrollment period in accordance with the long-standing
11 past practice of the district with plan coverage effective November 1. The open
12 enrollment period allows active employees to enter a health plan, add dependents, or
13 change health plans without pre-existing condition limitations. The open enrollment
14 period also allows retirees/surviving spouses to change health plans and retirees to
15 add dependent children without pre-existing condition limitations.
16

17 **4. PREMIUM PAYMENT**

18
19 a. Except as provided in 4(b) below, the Milwaukee Board of School
20 Directors shall pay the full premium cost (single or family), including vision,
21 for eligible employee participation in the PPO indemnity health plan or 100
22 percent of the premium for the HMO/EPO plan, whichever the employee
23 chooses. Employees on unpaid leave, self-paid retirement, and COBRA
24 extension shall pay the full premium (after tax) as determined by the district.
25

26 b. If the PPO indemnity health plan premium rate increase for either the
27 active single or active family plan is more than 17 percent above the previous
28 fiscal year, the share paid by active employees enrolled in the PPO indemnity
29 health plan will become 2.5 percent of the premium commencing November 1
30 of that fiscal year.
31

32 **5. DEPENDENT ELIGIBILITY.** Dependent coverage shall be provided to
33 employee spouses/dependents under the PPO indemnity health plan or the optional
34 HMO/EPO plan in accordance with the following:
35

- 36 a. Spouse – the person to whom the subscriber is legally married.
37
38 b. Dependent Child – includes the following:
39

- 1) Natural or adopted child of the subscriber.
- 2) Stepchild – the natural or adopted child of the subscriber's spouse for whom the subscriber and/or spouse provides more than 50 percent of the child's support during a calendar year.
- 3) Legal Ward – a child for whom the subscriber or current spouse is the legal guardian and for whom the subscriber and/or spouse provides more than 50 percent of the child's support during a calendar year.
- 4) Grandchild – a child of the subscriber's dependent child for whom the subscriber and/or spouse provides more than 50 percent of the grandchild's support during a calendar year when the grandchild's parent is under age 18.

c. Coverage Ceases

- 1) Spouse – coverage ends at the end of the month in which the spouse is no longer legally married to the subscriber.
- 2) Dependent Child
 - a) Marriage – coverage ends at the end of the month in which the child marries.
 - b) After the child attains age 19, coverage ends at the end of the month the subscriber and/or spouse last provided more than 50 percent of the child's support. If the child is the natural or adopted child of the subscriber and the subscriber is divorced, the 50 percent support test includes support provided by the subscriber's ex-spouse.
 - c) Age 25 – coverage ends at the end of the month in which the child attains age 25, regardless of support, unless prior to attaining age 25, the child is and continues to be both incapable of self-sustaining employment by reason of mental or physical disability and chiefly dependent upon the subscriber and/or subscriber's spouse for support and maintenance, and provided, however, that proof of such incapacity and dependency must be furnished by the subscriber to the employee's health plan, at no expense to the employee's health plan, within 31 calendar days of the child's attainment of age 25, and subsequently,

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1 when and as often as the employee's health plan may reasonably
2 require, but not more frequently than annually after the two-year
3 period following the child's attainment of age 25.

4
5 d) Grandchild - coverage ends at the end of the month when the
6 grandchild's parent loses dependent status or the grandchild's parent
7 turns age 18 or the subscriber and/or spouse no longer provide more
8 than 50 percent of the grandchild's support.

9
10 e) Loss of Legal Status - coverage ends at the end of the month in
11 which the child no longer meets the definition of stepchild or legal
12 ward. For example, a stepchild's parent is no longer legally married
13 to the subscriber.

14
15 f) Emancipation - coverage ends at the end of the month in which
16 the child is legally emancipated, even if the emancipation occurs prior
17 to the attainment of age 19.

18
19 d. Addition of Dependent

20
21 1) Adding a Dependent - to add a dependent, the MPS Division of
22 Benefits and Insurance Services must be notified within 31 calendar days of
23 the event which allows a new person to be eligible for coverage. If
24 notification is received within 31 calendar days, dependent coverage shall
25 be effective on the date of the qualifying event. Otherwise, the new
26 dependent may be added only during an open enrollment period. Examples
27 of the above would be a marriage or return of a child to dependent status.

28
29 2) Birth or Adoption of a Child - commencing on the date of birth or
30 placement, the child will be covered during the first 60 calendar days under
31 his/her own name. For coverage beyond 60 calendar days, the parent must
32 file a new application with the MPS Division of Benefits and Insurance
33 Services, adding the child, within 60 calendar days of the date of birth or
34 placement. Otherwise, the child may be added only during an open
35 enrollment period.

36
37 6. The Board shall pay its portion of the premium as outlined in Part III, Section
38 B(4), Premium Payment, single or family coverage of regularly employed personnel.
39 Family coverage shall continue to be provided to single persons who become married
40 or who become parents without any waiting period or pre-existing condition

1 limitations, provided the single person submits a family coverage application form
2 within 31 calendar days of the marriage date, 60 calendar days of the birthdate or
3 adoption date. If application is made in this fashion, the family coverage shall begin
4 on the date of the marriage, birth, or adoption.
5

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

10
11 Applications received later than 31 days after the first day of employment shall not
12 be accepted, and the employee may become covered by applying during the next
13 open enrollment period.
14

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

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

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

28 Effective November 1, 2005, medical and dental coverage for the employee and all
29 dependents ceases on the last day of the month following the month in which the
30 employee becomes ineligible due to non-payment of premiums, termination,
31 retirement, unpaid leave of absence, or reduction in hours. However, for employees
32 who lose eligibility at the end of the school year, medical and dental coverage ceases
33 on August 31 following the loss of eligibility. Nothing in this paragraph is intended
34 to modify the dental eligibility criteria outlined in Part III, Section B(18)(d).
35

36 An employee on a paid leave of absence will continue to be covered if they make any
37 required employee contributions. An employee on an unpaid leave of absence may
38 continue coverage by paying the full cost of coverage.
39

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

3
4 8. Employees shall not be entitled to duplicate coverage under any other group
5 health insurance plan offered by the Board.

6
7 9. Employees shall not receive duplicate coverage under the present policy and
8 under Medicare.

9
10 10. Where both husband and wife, or other members of the family are employed by
11 the Board, the Board shall only pay its portion of the premium for one family
12 coverage or two single plans.

13
14 11. If two teachers are employed by the Board and one is the subscriber for family
15 health plan coverage, but due to a leave or resignation or retirement the dependent
16 spouse wishes to become a subscriber, he/she shall be allowed to assume the family
17 coverage without the need for a health statement or being subject to any waiting
18 period.

19
20 12. The Board will provide family or single health plan coverage and pay the full
21 premium for the surviving spouse of an employee who dies in active service with at
22 least 15 years of service until the surviving spouse remarries. After the attainment of
23 age 60, the surviving spouse shall be covered in the same manner as a surviving
24 spouse of an employee who retired that year.

25
26 13. **RETIREE HEALTH.** Employees retiring, who have been employed for 15
27 years by the Board and who are either at least 55 years of age or qualify for a
28 disability pension, shall be allowed to continue in the health plan of their choice on a
29 self-paid basis.

30
31 If the employees described above have 70 percent or more of the maximum allowable
32 full-day accumulation of sick leave, they shall be allowed to continue in the PPO
33 indemnity health plan or the HMO/EPO plan with the Board paying its share of the
34 premium at the rate in existence for the PPO indemnity health plan at the time of
35 retirement.

36
37 Board-paid contribution is the Board contribution in effect at time of retirement for
38 the PPO indemnity health plan.

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

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

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

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

33 In unusual circumstances, adjustments to the 70 percent requirement may be
34 recommended by the superintendent.
35

36 Retired employees/spouses who elected not to enroll in social security and who,
37 therefore, are not eligible for Medicare "A" coverage shall be provided with
38 hospitalization coverage and Medicare "B" coordination coverage under the PPO
39 indemnity health plan (as applicable) with access to any provider and with medical
40 benefits provided on an out-of-network basis, subject to the following modifications:

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1) access to the National Program of Medical Excellence benefit and 2) access to in-network and out-of-network retail and mail-order prescription drug benefits with co-pays not subject to the annual co-insurance limit.

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

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

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

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

1 Participants may only obtain plan benefits from providers, including
2 ophthalmologists, listed in the "Directory of Participating Vision Care Providers."
3

4 The vision plan shall be provided on the same basis to all active employees
5 (including employees on leave) enrolled in the PPO indemnity health plan and to all
6 employees (including employees on leave) and retirees enrolled in any of the
7 HMO/EPO options offered by the Board.
8

9 The vision plan administrator shall be National Vision Administrators.
10

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

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18. DENTAL INSURANCE:

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

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.

SCHEDULE OF DENTAL BENEFITS

Maximum per participant	
Per calendar year	\$1,500
Deductible	\$25
Maximum number of deductibles per family per calendar year	3
	Co-Insurance
	%
*Diagnostic	
Diagnostic x-rays	80%
Oral examinations	80%
*Preventive	80%
Ancillary	
Anesthesia and injections	80%
Emergency palliative treatment and denture repairs/ adjustments	80%
Restorations	
Direct fillings (regular)	80%
Indirect fillings (cast restorations)	80%
Oral Surgery	80%
Endodontics	80%
Periodontics	80%
Prosthodontics	50%
Orthodontics (separate maximum) to age 19	50%
The lifetime maximum for orthodontia shall be increased to \$1,500.	

*Deductible does not apply to diagnostic or preventive services.

1
2 c. Prepaid Plan. The Board shall pay 95 percent of the premium for both
3 family and single plans of the prepaid group dental insurance. The Board and
4 the MTEA shall meet to negotiate carriers. Each year prior to the renewal, the
5 Board and the MTEA shall meet to review the carriers. A change in rate of
6 more than 10 percent shall result in consideration of exclusion of the carriers.
7

8 d. Dependent Eligibility. Effective November 1, 2005, dependent coverage
9 shall be provided to employee spouses/dependents under the indemnity and
10 prepaid dental plans in accordance with the following:
11

12 1) Spouse - the person to whom the subscriber is legally married under
13 Wisconsin law.
14

15 2) Dependent Child - includes the following:
16

17 a) Natural or adopted child of the subscriber.
18

19 b) Stepchild - the natural or adopted child of the subscriber's spouse
20 for whom the subscriber and/or spouse provides more than 50 percent
21 of the child's support during a calendar year.
22

23 c) Legal Ward - a child for whom the subscriber or current spouse is
24 the legal guardian and for whom the subscriber and/or spouse provides
25 more than 50 percent of the child's support during a calendar year.
26

27 d) Grandchild - a child of the subscriber's dependent child for whom
28 the subscriber and/or spouse provides more than 50 percent of the
29 grandchild's support during a calendar year when the grandchild's
30 parent is under age 18.
31

32 3) Coverage Ceases
33

34 a) Spouse - coverage ends at the end of the month in which the
35 spouse is no longer legally married to the subscriber.
36

37 b) Dependent Child
38

39 (1) Marriage - coverage ends at the end of the month in which
40 the child marries.

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1
2 (2) After the child attains age 19, coverage ends at the end of the
3 month in which the subscriber and/or spouse last provided more
4 than 50 percent of the child's support. If the child is the natural or
5 adopted child of the subscriber and the subscriber is divorced, the
6 50 percent support test includes support provided by the
7 subscriber's ex-spouse.

8
9 (3) Age 25 - coverage ends at the end of the month in which the
10 child attains age 25, regardless of support.

11
12 (4) Grandchild - coverage ends at the end of the month when the
13 grandchild's parent loses dependent status or the grandchild's
14 parent turns age 18 or the subscriber and/or spouse no longer
15 provide more than 50 percent of the grandchild's support.

16
17 (5) Loss of Legal Status - coverage ends at the end of the month
18 in which the child no longer meets the definition of stepchild or
19 legal ward. For example, a stepchild's parent is no longer legally
20 married to the subscriber.

21
22 (6) Emancipation - coverage ends at the end of the month in
23 which the child is legally emancipated, even if the emancipation
24 occurs prior to the attainment of age 19.

25
26 4) Addition of Dependent

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

36
37 b) Birth or Adoption of a Child - commencing on the date of birth or
38 placement, the child will be covered during the first 60 calendar days
39 under his/her own name. For coverage beyond 60 calendar days, the
40 parent must file a new application with the MPS Division of Benefits

1 and Insurance Services, adding the child, within 60 calendar days of
2 the date of birth or placement. Otherwise, the child may be added only
3 during an open enrollment period.
4

5 19. Commencing on July 22, 2002, MTEA shall be informed in advance of any
6 change in any benefit of any health or dental plan contained in this collective
7 bargaining agreement. In addition, MTEA shall be provided with a copy of any
8 communication or any directive to a TPA or vendor which changes any benefit of
9 any health or dental plan contained in this collective bargaining agreement. Should
10 an arbitrator determine that this agreement has been violated, the Board shall pay the
11 full cost of arbitrating each dispute, including reasonable attorney's fees incurred in
12 enforcing this provision.
13

14 **20. HEALTH AND PRODUCTIVITY MANAGEMENT.** A health and
15 productivity management (H&PM) program shall be established to promote the
16 health and well-being of MPS employees, retirees, and their family members. Active
17 employees, their spouses, dependents, and non-Medicare retirees and non-Medicare
18 spouses of retirees enrolled in MPS health plans shall be eligible to participate,
19 subject to the specific provisions set forth below. The program shall contain the
20 following components: annual personal health assessment, benefit communications,
21 medical self-care, consumer health education, injury prevention, advanced directives,
22 preventive medical benefits, voluntary targeted at-risk intervention, voluntary high-
23 risk intervention, voluntary disease management, voluntary condition management,
24 wellness incentives, and other components developed by the Joint Health and
25 Productivity Management Committee.
26

27 The H&PM program shall be planned and implemented as follows:
28

29 a. MPS shall retain a consultant to assist in developing a plan for a
30 comprehensive, well-integrated health and productivity management program
31 for MPS and to assist in making program adjustments.
32

33 b. A Joint Health and Productivity Management Committee shall be
34 established, comprised of nine representatives, one-third of whom are
35 designated by the superintendent, one-third by the MTEA, and one-third by
36 other MPS unions to work with the consultant to design the MPS Health and
37 Productivity Management Program and to provide ongoing oversight of the
38 program. Committee meetings shall be jointly scheduled. Whenever possible,
39 decisions shall be made by consensus among members present. If consensus is

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1 not reached, decisions shall require a majority vote of members present. MPS
2 shall provide technical assistance and data required to develop the program.

3
4 c. The Board shall develop an RFP and solicit bids from among third party
5 vendors qualified to implement the MPS Health and Productivity Management
6 Program. Vendors to be considered shall include, but not limited to, Gordian
7 Health Solutions, Inc.; Health Trac, Inc.; and StayWell, Inc. Upon conclusion
8 of the bidding process, the Board and the MTEA shall meet to negotiate the
9 selection of an H&PM vendor giving due consideration to MBSD Board policies
10 in this area.

11
12 The Board and MTEA have agreed that SHPS, Inc., and StayWell shall together
13 be the third party administrators (TPA) of the H&PM program. No other MPS
14 TPA(s) (Aetna, Inc.; UnitedHealthcare; Medco; or NVA) shall provide these
15 services.

16
17 d. Employees, retirees, and their spouses shall be strongly encouraged to
18 select a personal physician (family practice, general practice, or internal
19 medicine) and, when appropriate, obtain a periodic physical examination. The
20 physical examination will help provide information for completing the annual
21 Personal Health Assessment such as: systolic/diastolic blood pressure reading in
22 mmHg, body mass index, total cholesterol in mg/dl, and HDL (high density
23 lipoprotein) reading in mg/dl.

24
25 e. The current health care flexible spending account program will be made
26 available through the Board's vendor on a voluntary basis for employees
27 enrolled as subscribers in an MPS health plan commencing no later than
28 January 1, 2009. Employees will be permitted to make contributions via payroll
29 deductions which shall be limited to those in accordance with Section 213 of the
30 Internal Revenue Code and shall not exceed \$2,000 in a calendar year per
31 employee (subscriber). This program will be contingent on the federal
32 government continuing to allow favorable tax treatment for such employee
33 contributions. The Board will also establish a health reimbursement
34 arrangement account by January 1, 2009, for employer contributions which shall
35 be limited to those in accordance with Section 213 of Internal Revenue Code.

36
37 f. Case management, lifestyle management, and wellness activities shall be
38 available. The agreed upon H&PM plan components shall go into effect no
39 earlier than on July 1, 2007. To encourage voluntary participation, the program
40 incentive for employees enrolled in an MPS health plan who complete the

1 activities as outlined in the Board Proposal on Incentives for H&PM Program
2 dated April 17, 2007, between July 1, 2007, and December 15, 2008, shall
3 receive an incentive payment of \$200 to the employee's health reimbursement
4 arrangement account by February 28, 2009. Employees who qualify for the
5 incentive payment for the first program year for incentive payment but retire
6 before it is paid shall receive their payment in cash by March 31, 2009. At the
7 conclusion of the first fiscal year, the parties will meet to review whether target
8 participation levels were reached. The incentive payment will increase to \$250
9 in the second year. For the second program year (January 1, 2009, to
10 December 15, 2009), these activities and incentive shall be offered on an annual
11 calendar year basis with an annual December 15 deadline as set forth below.
12 Qualifying employees for the second program year shall receive \$250
13 contributed into a health reimbursement account by February 28, 2010, and
14 qualifying employees who retire before payment shall receive \$250 in cash by
15 March 31, 2010. Incentive payments to qualifying employees shall be made by
16 February 28 of the ensuing calendar year and by March 31 for qualifying
17 employees who retire before such payment. Eligibility for Board contributions
18 for earned incentive payments to an MPS sponsored health reimbursement
19 arrangement account for the employee is expressly contingent upon the
20 employee's (and spouse's) completion of the annual personal health assessment.
21 In December of 2009, the parties will meet to review H&PM program
22 performance for FY08 and FY09, including net savings from H&PM, and
23 whether H&PM program goals were met. If in FY08 and FY09, the Board
24 does not realize cumulative net savings for this period or there continues to be a
25 loss, the parties will make program adjustments, including, but not limited to,
26 prospective adjustments to the incentive payments or program changes.
27 Beginning in December, 2010, and each December thereafter, the parties will
28 meet to review prior year net savings from H&PM and whether H&PM
29 program goals were met. If program goals were not met or if there are no net
30 savings, the parties will make prospective adjustments in the program,
31 including, but not limited to, prospective adjustments to the incentive payments
32 or program changes.

33
34 Receipt of incentives by participants in the H&PM program on or after
35 January 1, 2009, requires, in addition to completion of the personal health
36 assessment, participation in and completion of one of the following:
37

1 1) A case management (DSM, CM, Maternity) program:
2

3 a) Completion of disease/case management or maternity intake
4 assessment within six weeks of consent and

5
6 b) Completion of 16 weeks survey or the 28 weeks survey for the
7 maternity program and

8
9 c) Completion of a minimum three active counseling calls during the
10 disease/case management/maternity program and

11
12 d) Completion of a minimum of one goal during the disease/case
13 management/maternity program, or

14
15 2) The lifestyle management program:
16

17 Completion of phone coaching within an 8 to 12-month period. (The
18 completion of three calls and achieving short-term goal.) or

19
20 3) The wellness activity/mail-based lifestyle management:
21

22 Either the completion of a recommended mail-based lifestyle
23 management program within a six-month period (participate in a six-
24 month program and complete surveys) and completion of wellness
25 activities which shall require the participant to complete at least two 6-
26 week online healthy living programs and do post assessments by
27 December 15 within a program year.

28
29 Or completion of wellness activities which shall require the participant
30 to complete at least three 6-week online healthy living programs and do
31 post assessments by December 15 within a program year.
32

33 g. Effective July 1, 2007, the annual personal health assessment will be made
34 available to complete online on SHPS/StayWell's website for MPS employees
35 and spouses and non-Medicare retirees and non-Medicare spouses of retirees
36 who are enrolled in an MPS health plan. StayWell will mail a paper personal
37 health assessment to those individuals who request one. (Note: The paper
38 personal health assessment must be requested by November 15 and returned by
39 the annual December 15 deadline for the employee to be eligible to earn the
40 health assessment health plan premium contribution waiver.)

1
2 During the annual open enrollment commencing in September, 2007, MPS
3 employees and spouses and non-Medicare retirees and non-Medicare spouses
4 will be reminded/advised to complete their annual health assessment by the
5 annual deadline in order for active employees and spouses to earn their annual
6 health assessment health plan premium contribution waiver and incentive
7 payment or in the case of non-Medicare retirees and non-Medicare spouses, the
8 \$25 equivalent payment incentive as provided in this agreement.
9

10 For active employees and spouses enrolled in a MPS health plan with an
11 effective date on or before October 1 of that year and who each complete their
12 annual personal health assessment by the annual December 15 deadline, the
13 employee shall have the annual \$200 health assessment health plan premium
14 contribution waived. For such employees and spouses who do not each
15 complete the personal health assessment during the completion period, the
16 employee will have a \$100 health assessment health plan premium contribution
17 deducted from his/her second paycheck in February and a \$100 health
18 assessment health plan premium contribution deducted from his/her second
19 paycheck in March. If such employee is off-payroll, the \$100 per paycheck
20 deductions will commence upon return to payroll effective with the second
21 paycheck of the month until the \$200 health assessment health plan premium
22 contribution is deducted. (Note: New hires or employees returning from
23 unpaid leave whose health benefits become effective November 1 or
24 December 1 will be required to complete the annual personal health assessment
25 starting in the following calendar year by the annual December 15 deadline to
26 earn the health assessment health plan premium contribution waiver.) The
27 parties agree that the timelines of this paragraph g shall be adjusted if 2005
28 implementation of the H&PM is delayed beyond July, 2005.
29

30 If either an active employee or the spouse of an active employee is medically
31 unable to complete a personal health assessment, the annual health assessment
32 health plan premium contribution shall be waived. The active employee or
33 spouse of the active employee shall provide to Staywell, prior to December 1 of
34 that year, written certification from a physician that the employee or spouse is
35 medically unable to complete a personal health assessment. If written
36 certification is requested and not provided, a \$100 health assessment health plan
37 premium contribution shall be deducted from the second paycheck of February
38 and a second \$100 deduction shall be made from the second paycheck in March.
39

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1 The parties agree that if the annual \$200 health assessment health plan premium
2 contribution for those employees/spouses who do not complete a personal health
3 assessment does not produce 95 percent or greater completion of the personal
4 health assessment by employees/spouses, the health assessment health plan
5 premium contribution shall be increased in subsequent school years as necessary
6 until 95 percent or greater completion is achieved. The parties shall meet in
7 May of each school year to agree upon the amount of the health assessment
8 health plan premium contribution for employees who do not earn the waiver for
9 the following fiscal year.

10
11 h. Nothing in subsection B(20)(g), including the application of the annual
12 health assessment health plan premium contribution, shall change the Board-paid
13 contribution nor any employee required contribution under Part III, Section
14 B(4)(a) or (b), or change in any way the Board-paid contribution for retiree
15 health coverage.

16
17 i. Effective July 1, 2007, each non-Medicare retiree and the non-Medicare
18 spouse of a retiree enrolled in an MPS health plan with an effective date on or
19 before October 1 of that year shall each receive a \$25 equivalent payment for
20 completing an annual personal health assessment by the annual December 15
21 deadline with payment made by the end of February of the following year.

22
23 j. Employee/spouse responses to the personal health assessment shall be
24 submitted directly to third party administrators (TPA) SHPS, Inc., and StayWell
25 retained by MPS to administer and implement the Health and Productivity
26 Management Program. Responses to the personal health assessment shall be
27 held in strictest confidence and shall be accessible only to SHPS, Inc., and
28 StayWell, the H&PM TPA(s), and only for the purpose of providing
29 information and assistance to employees/spouses on health and wellness issues.
30 SHPS, Inc., and StayWell, the H&PM TPA(s), shall not release any Protected
31 Health Information (PHI) to any other entity including MPS and the MTEA
32 without the expressed written permission of the individual employee, retiree, or
33 spouse. The Board's third party health plan administrators shall not have access
34 to individual personal health assessment responses nor to individual information
35 obtained from a completed personal health assessment.

36
37 k. Prior to each school year, MPS and the MTEA shall agree upon a series of
38 high-quality information modules on wellness, health, safety, and health care
39 utilizing modules available from SHPS, Inc., StayWell, and other resources.

1 Each module shall be from 15 to 45 minutes in length. A minimum of three and
2 a maximum of five modules shall be presented to employees each school year.

3
4 The modules may be presented to employees during faculty meetings subject to
5 the two-hour per month provision or during the principal's portion of banking
6 time days as determined by the principal or immediate supervisor. The modules
7 shall also be made available for viewing upon the request of the teacher on
8 parent-teacher conference days and the teacher's portion of banking day.

9
10 1. Any annual net savings attributable to H&PM shall be shared equally
11 between the district and eligible MTEA bargaining unit employees. The amount
12 of savings from the H&PM program shall be jointly determined by the Board's
13 consultant and the MTEA's consultant utilizing the methodology set forth in
14 "H&PM Savings Calculation Spreadsheet of May 1, 2007" (Savings
15 Calculations Spreadsheet) and hereby incorporated by reference. The cost for
16 the MTEA's consultant services shall be paid by the MTEA. The cost of the
17 Board's consultant will be paid by the Board as a cost of the H&PM program.

18
19 Shared savings to eligible MTEA-represented employees shall be distributed to
20 the employee's health reimbursement account by January 31 following the end
21 of the fiscal year in which the shared savings were earned.

22
23 For savings calculated for FY08 (July 1, 2007, through June 30, 2008),
24 employees eligible to share in the 50 percent of net annual savings shall be
25 MTEA-represented employees enrolled in a health plan, who received the
26 premium waiver for completion of PHA by December 15, 2007, and are
27 actively employed by the Board at the time the savings are distributed
28 (January 31, 2009). For subsequent program years, MTEA-represented
29 employees eligible for distribution of the 50 percent of net annual savings shall
30 be those employees who receive the premium waiver for completion of the PHA
31 and have earned an incentive for a follow-up activity as identified in Section f
32 above and who are actively employed by the Board at the time the savings for
33 that year are distributed.

34
35 The base year of FY07 (July 1, 2006, through June 30, 2007) as of
36 September 30, 2007, shall be used to calculate shared savings for FY08 and
37 FY09 with the shared savings calculation performed by the Board and MTEA
38 consultants by November 20 and reviewed by the parties by December 20
39 following the end of the fiscal year in which the shared savings were incurred.
40

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1 For shared savings for FY10 (July 1, 2009, through June 30, 2010), a new base
2 year shall be established by the Board and MTEA consultants. The parties shall
3 utilize the methodology set forth in the "Savings Calculation Spreadsheet" to
4 calculate savings for future years unless the Board or MTEA demonstrates that
5 the methodology in the "Savings Calculation Spreadsheet" is not producing a
6 calculation of savings directly attributable to the H&PM program. If such
7 demonstration is made, the Board and MTEA shall negotiate changes in the
8 methodology for calculating shared savings for FY10 and subsequent years
9 before any further shared savings calculations and distributions are made.

10
11 m. The parties agree that SHPS, Inc., and StayWell, the H&PM TPA(s), will
12 be required to cooperate in periodic audits of its performance and the H&PM
13 program, as well as in meeting any actuarial needs required by the parties for
14 costing and budgeting purposes. Audits shall comply with all provisions of
15 HIPPA.

16
17 n. Any health and productivity management initiative developed by the Joint
18 H&PM Committee which would change the administration, benefits, or plan
19 design features of the comprehensive indemnity/PPO or the HMO plan shall not
20 be implemented until 30 days after a written agreement is reached between the
21 Board and the MTEA.

22
23 o. Implementation of this agreed H&PM program shall go into effect on the
24 date set out above, without regard to the status of any ongoing negotiations
25 between the Board and Union on a successor collective bargaining agreement.

26
27 **C. LIFE INSURANCE**

28
29 The Board shall continue in effect its present policy of providing group life insurance for
30 employees in an amount of coverage equal to annual earnings to the next even thousand
31 dollars subject to the following:

- 32
33 1. Effective September 1, 1993, the Board shall pay in full the premium on the
34 first \$50,000 of coverage. The employee shall pay the remainder of the premium.
35
36 2. The Board shall continue in effect, as at present, the life insurance provisions
37 for enrolled employees with 30 years of service who take an immediate annuity
38 before the age of 65. In addition, the Board agrees that enrolled employees who take
39 an immediate annuity at age 55 or after with 15 years or more of service may retain

1 full life insurance coverage by paying the full premium for such coverage until age
2 65.

3
4 3. At attainment of age 65 and thereafter, life insurance, as specified below, is
5 provided without cost to enrolled retired employees. On March 1, following the
6 sixty-fifth birthday, life insurance coverage is reduced to 75 percent of original
7 coverage; on March 1, following the sixty-sixth birthday, it is reduced to 50 percent
8 of coverage; and on March 1, following the sixty-seventh birthday and thereafter,
9 coverage is reduced to 25 percent of original and remains at that amount.

10
11 4. At attainment of age 65 and thereafter, life insurance as specified below is
12 provided without cost to enrolled active employees. On March 1, following the
13 sixty-fifth birthday, life insurance coverage is reduced to 92 percent of coverage in
14 force prior to age 65; on March 1, following the sixty-sixth birthday, it is reduced to
15 84 percent of coverage in force prior to age 65; on March 1, following the
16 sixty-seventh birthday, it is reduced to 76 percent of coverage in force prior to age
17 65; on March 1, following the sixty-eighth birthday, it is reduced to 68 percent of
18 coverage in force prior to age 65; on March 1, following the sixty-ninth birthday, it
19 is reduced to 60 percent of coverage in force prior to age 65; and on March 1,
20 following the seventieth birthday and thereafter, coverage is reduced to 25 percent of
21 coverage in force prior to age 65 and remains at that amount.

22
23 **D. INSURANCE DEDUCTIONS AND CREDIT UNION DEDUCTIONS**

24
25 1. **DEDUCTIONS OF MTEA-SPONSORED INSURANCE PLANS.** The
26 Board shall provide voluntary payroll deductions for MTEA-sponsored insurance
27 plans to all members of the bargaining unit. The MTEA shall be provided with
28 voluntary payroll deductions for a maximum of five MTEA-sponsored insurance
29 plans in addition to the voluntary payroll deduction opportunities which teachers had
30 during the 1973-74 contract and credit union deduction. The following provisions
31 shall apply to the implementation and maintenance of all MTEA-sponsored voluntary
32 payroll insurance plans.

33
34 a. The administration shall provide two copies of a separate payroll deduction
35 report for each plan which shall be arranged alphabetically. These printouts
36 shall show the scheduled deduction amount and actual amount taken for each
37 individual and the total scheduled deduction and the total actual deduction
38 amount for each insurance plan. They shall be provided to the MTEA within
39 five workdays after the pay date and shall be accompanied by a remittance for
40 the amount of each category of each payroll deduction plan.

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1
2 b. The administration shall provide the MTEA deduction authorization cards
3 for such plans after printing the necessary information on the cards.
4

5 c. Deductions for MTEA-sponsored insurance plans shall be made on 20
6 biweekly paychecks per school year on the same schedule as the MTEA dues
7 deductions are made. Each deduction will be the same amount unless a new
8 authorization card is submitted specifying a new amount to be deducted. Any
9 reconciliation and corrections in amounts to be deducted, based on information
10 improperly written or coded by the employee, the MTEA, or the insurance
11 carrier shall be made by the MTEA and/or the MTEA's insurance carrier.
12

13 d. An audit list of participants arranged alphabetically by bargaining units
14 showing the status in each plan and current activity shall be provided to the
15 MTEA each November and each May in the Board's standard payroll system
16 format.
17

18 e. Insurance plan deductions will begin on the biweekly payroll check
19 following the submission of a dues authorization card to central services. The
20 administration will continue to process cards within six workdays prior to the
21 payroll check date. Under certain circumstances, more time may be
22 required--up to ten workdays.
23

24 f. The MTEA and appropriate Board personnel shall cooperatively plan the
25 implementation of each deduction plan to provide sufficient lead time for the
26 establishment of the programming system needed for the plan.
27

28 **2. CREDIT UNION DEDUCTIONS.** The Board agrees to deduct for the
29 Milwaukee Metropolitan Credit Union and/or Educators Credit Union of the
30 employee's choice, upon receipt of the proper authorization card, the amount as
31 stated on the authorization card from the payroll check of any teacher. Such
32 deduction will commence or terminate on the biweekly payroll check following the
33 submission of a credit union authorization or revocation card to central services. The
34 administration will continue to process cards within six workdays prior to the payroll
35 check date. Under certain circumstances, more time may be required--up to ten
36 workdays.
37

38 **3. INFORMATION PROCESSING.** The information processing schedules,
39 methods of deductions, and initiation of the plan are totally dependent on appropriate
40 programming being completed.

1
2 4. BILLING. The MTEA will be billed the actual costs of processing deductions
3 for its insurance plans, unless the company administering the plan agrees to be
4 responsible for any costs for processing the deductions.
5

6 E. PAYMENT OF SALARIES, 12-MONTH PAY PLAN, AND PAYROLL
7 ADJUSTMENTS
8

9 1. PAYMENT OF SALARIES

10
11 a. FREQUENCY AND NUMBER OF DAYS. Teachers on the "regular
12 teacher calendar" shall receive biweekly payroll checks as follows:
13

- 14 1) The first check shall be a nine-day payment providing the employee
15 has worked at least nine days.
- 16 2) The next payroll checks shall be nine-day paychecks.
- 17 3) The last paycheck shall be for the remaining number of days worked in
18 the contract year.
19
20
21

22 For teachers working on a calendar other than the regular teacher calendar, the
23 first paycheck of the school year will be for the number of days scheduled prior
24 to the first teacher working date provided that the employee has worked or is
25 eligible for payment on these days. The next payroll checks shall be nine-day
26 paychecks. The last paycheck shall be for the remaining number of days
27 worked in the contract year.
28

29 Additional time above the teacher's normal work calendar is to be reported at
30 the end of the payroll period during which it is worked. Payment for this
31 additional time will be made on the normal biweekly payday following the
32 period in which the additional time is reported.
33

34 b. AUTHORIZED PAYROLL DEDUCTIONS. All payroll checks issued
35 during the school year will have deductions for U.S. Savings Bonds, 12-Month
36 Pay Plan, and Credit Union, if applicable, and other deductions required by law.
37

38 Payroll deductions set up under the "20-deduction school year plan" (i.e.,
39 organization dues, fair share, annuities, death benefit, Washington National
40 Insurance, United Fund, and other payroll deductions agreed upon within this

PART III - SECTION E

1 contract) will begin on the second biweekly payroll of the regular teacher's
2 calendar and run consecutively for the following 20 normal pay dates.

3
4 **c. RELEASE OF PAYCHECK.** The Board may require identification to
5 release any paycheck to an employee. Suitable identification may include a
6 driver's license, social security card, or a Board identification card.

7
8 **d. DIRECT DEPOSIT.** Effective August 1, 2001, or as soon as practicable
9 thereafter, the Board shall make payroll direct deposit available on a voluntary
10 basis for a financial institution of the employee's choice. Where the employee
11 does not have an account at a financial institution, the Board will make one
12 available with the institution of its choice.

13
14 **e. PAYCHECK TRANSMITTAL.** Employees shall receive their paychecks
15 at the school or site where they perform their duties at the time the checks are
16 delivered. It is understood that exceptions could occur where employees have
17 not been at their assignments for the entire payroll period. In such cases, the
18 employees' checks shall be mailed to the address in the payroll file. When
19 school is in session on a day prior to a scheduled school break and the first day
20 of the break is a pay day, employees will receive their check on that last day of
21 work provided they have accumulated a sufficient number of days to justify such
22 payment. On pay dates that are scheduled during non-employment periods,
23 checks shall be mailed to the employees at the address in the payroll file. Social
24 workers or itinerant teachers, who are not consistently at their assigned location
25 on pay days, will have their checks mailed each pay day to the address in the
26 payroll file.

27
28 On pay dates that are scheduled during non-employment periods, it is
29 understood that employees may request mailing of their checks to an address
30 other than the payroll file address.

31
32 The employee will provide a stamped addressed envelope to the payroll section,
33 Department of Finance, at least six workdays prior to the pay date affected.
34 Under certain circumstances, more time may be required--up to ten workdays.
35 It is understood that this is an exception that will be applicable during holidays,
36 summer, or other recess periods.

1 **2. TWELVE-MONTH PAY PLAN**
2

3 a. Teachers wishing to participate in the 12-month pay plan may arrange to do
4 so by filing a deduction request form and approved savings deposit contract.
5 The MTEA will furnish the Board with savings deposit contracts executed by
6 one bank for use by all employees uniformly.
7

8 Participants in the plan authorize an established percent to be deducted from
9 each paycheck issued during the school year. The payroll deduction for the plan
10 will be deposited into the individual's special "12-month account" at the bank,
11 subject to rules and guidelines established in the savings deposit contract
12 between each participant and the bank.
13

14 b. Responsibilities for the funds once deposited to the individual's special
15 "12-month account" rests with the bank for proper disposition.
16

17 c. Any teacher who is a participant hereunder may revoke this agreement by
18 notifying in writing the MPS Department of Human Resources, P.O. Box 2181,
19 Milwaukee, WI 53201-2181. Upon receipt of such notice, deductions and
20 remittance to the bank for such teacher shall be discontinued, thereupon the
21 Board shall be fully discharged of any liability hereunder. This agreement shall
22 continue from year to year without renewal by the participant; but, in the event
23 of the revocation of this agreement by a participant, such participant shall sign a
24 new agreement to again participate hereunder. However, renewal of
25 participation may begin only at the beginning of a school year.
26

27 d. Payroll deductions for new participants or teachers renewing participation
28 will begin on the biweekly payroll check following the submission of the
29 12-month pay plan request form and savings deposit contract provided that the
30 forms are received at least eight workdays prior to the payroll check date.
31 Under certain circumstances, up to 12 workdays may be required to begin the
32 deduction for 12-month pay plan.
33

34 **3. PAYROLL CORRECTIONS**
35

36 a. Errors not attributable to the employee, of 3 percent or more of the
37 employee's net base pay, shall be corrected on a supplementary check within the
38 three workdays following the notification of such error, if the employee so
39 requests. Otherwise, when not requested or when errors are of less than 3

PART III - SECTIONS E,F

1 percent of the employee's net base pay for the payroll period, they shall be
2 corrected on the next payroll check.

3
4 b. Failure to submit forms required to substantiate absences for payroll
5 purposes shall be handled as follows:

6
7 The employee shall be notified of the necessity of supplying the form and will
8 be paid in the pay period in which the form was due; a deduction will be made
9 for the time in question in subsequent pay periods until such amount is repaid,
10 unless the proper forms are filed.

11
12 4. **INFORMATION ON CHECK STUB.** Effective on July 1, 1991, or six
13 months after completion of the bargaining on a successor to the 1989-90 master
14 contract, whichever occurs later, each employee's salary division, increment date,
15 and step placement will be printed on his/her check stub.

16
17 **F. PROTECTION OF TEACHERS**

18
19 1. **ASSISTANCE IN ASSAULT AND/OR BATTERY**

20
21 a. Teachers shall report all cases of assault and/or battery suffered by them in
22 connection with their employment to the principal as soon as practicable on
23 forms provided by the Board, which may be obtained at the office in each
24 school.

25
26 Principals shall transmit a copy of the report to the Office of the Superintendent.
27 The superintendent shall acknowledge receipt of such report immediately after
28 the report is received.

29
30 The superintendent or his/her designee shall send a copy of the assault form to
31 the MTEA.

32
33 b. The superintendent shall inform the teacher immediately of his/her rights
34 under the law and shall provide such information in a printed document to
35 include pertinent rules of the Department of Industry, Labor, and Job
36 Development.

37
38 c. If a teacher who has been assaulted and/or battered wishes to file a
39 complaint against the student, the police shall be called immediately by the
40 principal so that the police may properly investigate and find witnesses to the

1 act. If the teacher is physically not able to tell the principal whether or not
2 he/she wishes to file a complaint, the principal shall immediately call the police
3 so that an investigation can take place.

4
5 d. The Office of the Superintendent shall request the city attorney's office, in
6 all such cases, to notify the teacher of its readiness to assist the teacher in each
7 of the following ways:

8
9 1) By obtaining from police and/or from the principal relevant
10 information concerning the assailant.

11
12 2) By accompanying the teacher in court appearances.

13
14 3) By acting in other appropriate ways.

15
16 e. No teacher shall be required to subject himself/herself to any clear and
17 imminent danger to his/her safety.

18
19 **2. LEGAL COUNSEL**

20
21 a. The Board agrees to provide legal counsel to defend any teacher in any civil
22 action arising out of an alleged assault and/or battery on or by a teacher, which
23 occurs in connection with his/her employment or any disciplinary action taken
24 against the student by the teacher, where the superintendent finds that the
25 teacher acted in accordance with the disciplinary policy established by the
26 Board.

27
28 b. In the event the city attorney's office is unable to defend the teacher, the
29 Board agrees to provide minimum bar fees to aid in the defense of any teacher in
30 a civil or criminal action arising out of disciplinary action taken by the teacher
31 in connection with his/her employment provided such teacher is found not guilty
32 in the criminal action or judgment is rendered against the other party in a civil
33 action or if the case is dismissed.

34
35 c. If the teacher is ordered to the district attorney's office, a warrant has been
36 requested, or a complaint filed, the teacher shall immediately notify the MTEA
37 and the director of the Division of Labor Relations. If the warrant is refused
38 and the Board was unable to furnish legal counsel, the Board will pay minimum
39 bar fees to the teacher for the attorney who defended the teacher.
40

1 3. **INSURANCE**
2

3 a. Liability coverage for teachers shall be continued in the amount of
4 \$5 million. It is agreed that Sections 895.35 and 895.46, Wisconsin Statutes, as
5 amended, shall apply.
6

7 b. 1) The Board will reimburse teachers against loss or damage incurred
8 without negligence of teacher to personal property used in the course of
9 employment while on duty in the school, on Board premises, or on a
10 Board-sponsored activity from theft, fire, or willful damage not to exceed
11 \$150 on any one occurrence. A form is available in each school office on
12 which employees may claim reimbursement under this paragraph.
13

14 2) In the event personal property is stolen and/or damaged under
15 conditions specified in paragraph 1 of this section, during a physical
16 assault, the personal property stolen and/or damaged shall be reimbursed in
17 an amount not to exceed \$300 on any one occurrence.
18

19 3) Disputes under this section shall be processed through the third step of
20 the grievance procedure. If a dispute involving fire or willful damage is not
21 resolved at the third step of the grievance procedure, it may be appealed to
22 arbitration in accordance with Part VII. If a dispute involving theft is not
23 resolved at the third step of the grievance procedure, it shall be submitted to
24 a permanent umpire for reimbursement disputes.
25

26 4) The permanent umpire for reimbursement disputes shall serve for a
27 term of one year. The umpire shall be selected in one of the following
28 ways:
29

30 a) The parties agree upon a person to serve in this capacity.
31

32 b) The parties alternately strike names from a panel of seven
33 arbitrators submitted by the WERC.
34

35 c. The Board shall provide insurance to cover malicious damage to
36 employees' cars and motorcycles parked at school during school hours or while
37 on school business. The present insurance policy shall be amended to include
38 tape decks. Such policy shall not cover the first \$20 of damage in any one
39 incident.
40

1 4. **COMPENSATION FOR LOST TIME.** If an assault on an employee results
2 in loss of time, the employee shall be compensated in full for such time minus any
3 worker's compensation, disability, social security, or retirement benefits the
4 employee actually receives for such time and such paid absence shall in no event be
5 deducted from any sick leave. In no event is it intended that the total compensation
6 paid to the employee under this section shall exceed or fall below 100 percent of the
7 net compensation due the employee.

8
9 **G. SICK LEAVE**

10
11 **1. GENERAL PROVISIONS**

12
13 a. An employee shall earn sick leave at the rate of .067 hours for each hour
14 paid of the employee's regularly scheduled workday during the school year.
15 Additional paid assignments during the school year are exempt from sick leave
16 accumulation. Earned sick leave hours are credited to each employee at the end
17 of each payroll period.

18
19 b. Sick leave credit hours may be earned and credited up to a maximum total
20 of 100 hours (12.5 days) for 10-month employees, 110 hours (13.75 days) for
21 11-month employees, or 120 hours (15 days) for 12-month employees.

22
23 c. An employee's sick leave credits shall be accumulated to a maximum of
24 1,160 hours (145 days) at full pay and accumulated thereafter to an unlimited
25 total of hours at half pay. Accumulations of full-pay and half-pay sick leave
26 benefits shall be kept in separate accounts and shall not be transferable.

27
28 d. One day of sick leave may be used for illness in the immediate family
29 without a statement from a physician generally being required, but a statement
30 shall be required from a doctor giving the nature and seriousness of the illness
31 of the member of the immediate family and declaring the need for the employee
32 to be with the ill member of the family if absent for more than one day.

33
34 "Member of the immediate family" is defined as husband, wife, child, stepchild,
35 brother, sister, parent, or stepparent, wherever they may reside, or other
36 relatives living in the same dwelling unit.

37
38 e. In September each year, teachers will be provided with a statement relative
39 to the amount of accumulated sick leave standing to their credit at the close of
40 the school year the preceding June.

1
2 f. When a teacher is ill on a day when school is closed due to an emergency
3 or a holiday, the teacher shall not have the day deducted from sick leave
4 accumulation.

5
6 g. A teacher absent for one day or more must inform the school of his/her
7 intention to return no later than a half hour prior to the end of the pupil day on
8 the day prior to the day of return to service. Failure to do so will prevent the
9 teacher from returning until the following afternoon, and the morning will be
10 charged as a half day of sick leave absence.

11
12 If a teacher had reported a one day absence and desires to return for the
13 afternoon session, the teacher must inform the school prior to 10:30 a.m. of
14 his/her intention to return to service. Failure to do so will prevent the teacher
15 from returning until the following day, and the employee will be charged with
16 the full day of sick leave absence.

17
18 If a teacher reported a morning absence and decided to extend the absence to a
19 full day, the teacher must inform the school prior to 10:30 a.m. of his/her
20 intention to be absent for the full day.

21
22 **2. SUMMER ASSIGNMENTS.** Teachers shall accumulate sick leave during the
23 summer at the rate of .067 hours for each hour paid. Teachers may use up to the
24 total number of sick leave hours which may be earned during the summer
25 assignment. Any unused sick leave accumulated during the summer session will be
26 credited to the teacher's regular balance at the end of the summer session. In no
27 event shall the total accumulation exceed 120 hours for that fiscal year. Teachers in
28 summer assignments will be allowed the prevailing funeral leave provisions.

29
30 **3. ABSENCE ON ACCOUNT OF DEATH**

31
32 a. If explicitly reported on the time sheet, absence of a regularly appointed
33 teacher due to the death of a wife, husband, parent, parent-in-law, stepparent,
34 child, brother, sister, stepchild, or relative residing in the same household shall
35 be permitted without loss of pay for not to exceed three full school days
36 provided the days are used within the calendar week (any seven consecutive
37 days) starting with the day of the death.

38
39 b. In case the death of a relative, as listed in subsection 3(a) above, occurs
40 when such relative is in the armed services of the United States, these provisions

1 may apply to leave for the purpose of attending memorial or religious services
2 held because of such death, without regard to the place where death occurred or
3 to the place where services are held.
4

5 c. Absence of one day without loss of pay within the calendar week, starting
6 with the day of the death, shall be permitted in case of the death of a
7 grandparent, grandchild, brother-in-law, sister-in-law, son-in-law,
8 daughter-in-law, uncle, aunt, nephew, niece, or first cousin.
9

10 d. Regularly appointed teachers may be excused by the superintendent for a
11 half day without loss of pay to attend the funeral of a school colleague who was
12 employed in the same building as the teacher at the time of his/her death. The
13 number normally released is six .
14

15 e. Absences on account of death as set forth in paragraphs a, b, c, and d above
16 shall not be deducted from sick leave.
17

18 4. **MISCELLANEOUS.** A total of not more than two days per year deductible
19 from sick leave may be taken for one of the following reasons:
20

21 a. A required attendance at a court proceeding.
22

23 b. A required attendance at a legal proceeding for the purchase or sale of a
24 home in which the employee will reside.
25

26 c. Absence due to summoning by a governmental agency, such as the Internal
27 Revenue or the draft board.
28

29 d. Absence due to legal proceeding involving adoption of a child by the
30 employee.
31

32 e. Absence due to attendance at a funeral of a close friend provided, however,
33 that this time may not be used for the death of a relative or fellow teacher, as
34 provided in subsection 3 above.
35

36 f. Absence due to travel involved in funeral attendance.
37

38 g. Where established religious discipline makes it mandatory upon the
39 employee to desist from his/her daily occupation.
40

PART III - SECTION G

1 h. Absence to attend the graduation of a son or daughter from high school or
2 an institution of higher learning.

3
4 i. Absence due to the attendance at the employee's wedding or the wedding of
5 the employee's son or daughter.

6
7 j. Absence due to the participation/involvement of the employee in the
8 activities at the school of a son or daughter with 48 hours prior notice to the
9 principal, providing not more than 10 percent of the teachers (but not less than
10 one nor more than five teachers) in each school will be using this leave at the
11 same time.

12
13 k. In addition to the above named reasons, other emergency absences of a
14 reasonable nature may be granted by the superintendent. Upon return to school,
15 the teacher shall acknowledge in writing the reason for the absence and, if
16 approved by the superintendent, no deduction in salary shall be made. If the
17 superintendent is considering not approving the absence, he/she shall consider,
18 prior to taking appropriate action, the following:

- 19
20 1) The individual request of the teacher
21
22 2) Prior record of the teacher
23
24 3) Unusual circumstances
25
26 4) The fact that similar absence requests may or may not be approved in
27 the future
28
29 5) Prior disapproval of the request
30

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

36
37 **5. PERSONAL ABSENCE DAYS.** A total of not more than two days per year
38 deductible from sick leave may be used for personal absence. Personal days may be
39 used by employees for any reason provided the days off are previously approved

1 with the employee's immediate supervisor or the supervisor is promptly notified in
2 the event the days must be used for an unexpected circumstance.

3
4 The use of personal absence days does not affect eligibility for absences under Part
5 III, Section G(4)(j), school activities. However, use of personal days will be
6 included in the calculation for incentive days.

7
8 **6. LEAVE OF ABSENCE FOR SICKNESS**

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

29
30 b. In any school year, a teacher shall be allowed, in the event of personal
31 illness or quarantine duly so attested by the principal, 32.5 days in addition to
32 the 12.5 days provided in Part III, Section G(1), before a formal application for
33 leave is required, but such additional days shall be deducted from any
34 accumulated sick leave to which he/she may have previously become entitled.

35
36 c. Certification of leave for personal quarantine shall be subject to the current
37 Rules and Regulations for Suppression and Control of Communicable Diseases
38 issued by the city commissioner of health.

1 d. A formal leave shall be required of a certificated employee of the Board not
2 later than the forty-sixth day of absence during a half year or after an employee
3 has exhausted his/her accrued sick leave credit if such accumulation exceeded 45
4 days.

5
6 **7. PROFESSIONAL ASSISTANCE PROCEDURE**

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

14
15 b. If the employee is found to be medically disabled by appropriate medical
16 personnel, he/she shall be granted sick leave for necessary treatment. If the
17 employee does not have sufficient sick leave, up to 20 days of sick leave may be
18 advanced which will be deducted from future accumulations.

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

28
29 **8. SEPARATION FROM SERVICE.** The present provisions for termination of
30 sick leave benefits upon separation from the service shall be continued with the
31 stipulation that when an employee returns to service within one year of the date of
32 separation, he/she shall be credited with any unused accumulation of full-pay or
33 half-pay benefits.

34
35 **9. CONTROL OF SICK LEAVE**

36
37 a. Leave of three consecutive days shall ordinarily be permitted without
38 requiring the employee to submit a doctor's certificate for his/her own illness
39 provided the administrator who certifies time sheets for payroll purposes has
40 other satisfactory evidence of bona fide illness.

1
2 When any employee's leave extends beyond three consecutive days, a statement
3 from a physician, surgeon, dentist, osteopathic surgeon, chiropracist- podiatrist,
4 osteopath, chiropractor, or psychiatrist, certifying the nature and seriousness of
5 the illness, or the certificate of an authorized and recognized Christian Science
6 practitioner certifying that the employee is under Christian Science treatment
7 shall be furnished to the department or division head and shall be filed with the
8 time sheet. Such certification may be required for shorter terms of sick leave
9 absence, depending on the circumstances, after notice to the employee. The
10 provision as to illness in the immediate family shall be set forth in Part III,
11 Section G(1)(d).
12

13 b. The MTEA approves of appropriate action in any action of misuse of sick
14 leave benefits.
15

16 **10. INCENTIVE DAYS.** Incentive days will be earned in the following manner:
17

18 a. Based on sick leave usage during the previous school year, employees will
19 earn incentive days to be taken in the subsequent school year in accordance with
20 the following schedule:
21

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

22
23
24
25
26
27
28 b. For purposes of determining eligibility under this provision, absences
29 covered under Part III, Section G(4)(g), of the contract are exempt.
30

31 c. The incentive days may be used by employees for any reason provided the
32 days off are previously approved with the employee's immediate supervisor or
33 the supervisor is promptly notified in the event the days must be used for
34 unexpected emergency.
35

36 d. By the end of September, employees will be notified by the principal
37 whether they do or do not have (an) incentive day(s) for use during that school
38 year.
39

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1 e. If a teacher bargaining unit member chooses to use two earned sick leave
2 incentive days during a school year, at least one day must be used prior to
3 April 1.
4

5 f. If an employee so desires, he/she may choose to receive pay for the
6 incentive day(s) in accordance with the following:
7

8 1) An employee who has earned two incentive days may elect to use one
9 day and receive pay at his/her daily rate for the second day.
10

11 2) An employee who has earned two incentive days may elect to receive
12 pay at his/her daily rate for one day and receive pay at the regular substitute
13 rate for the second day.
14

15 3) An employee who has earned one incentive day may use the day or
16 elect to receive pay at the regular substitute rate.
17

18 All such requests shall be made by the employee no later than May 31 of each
19 year. The salary shall be paid to teachers on the payroll date following the close
20 of the first semester or the last pay date of the school year at the employee's
21 option.
22

23 g. If an employee does not use his/her earned incentive day(s) prior to June 30
24 of each year, the unused day(s) shall be added to the employee's sick leave
25 accumulation.
26

27 h. If school should be closed on a day(s) that an employee used an incentive
28 day(s), the incentive day(s) shall be restored to the employee.
29

30 i. In any school year that an employee begins employment or returns to
31 employment after the beginning of the school year, the employee shall earn an
32 incentive day for use in the following school year if the employee earned and
33 maintained at least 8.5 days of sick leave earned in that school year.
34

35 j. Employees will earn incentive days while on sabbatical leave.
36

37 k. Summer and evening school sick leave usage will not affect the employee's
38 eligibility for an incentive day.
39

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

7
8 m. Employees who earn incentive days for use in the following year but who
9 retire shall be given incentive days automatically in one of two ways:

10
11 1) If the retiree needs the incentive days in order to achieve the 70 percent
12 of accumulated sick leave to retain Board-paid health insurance or if the
13 days can be added to accumulated sick leave in order to achieve 40 days
14 severance pay, the accrued incentive days will automatically be added to the
15 accumulated sick leave.

16
17 2) If the retiree cannot utilize the accrued incentive days to his or her
18 advantage as above, he/she will automatically be paid at the regular
19 substitute teacher rate in effect at the time of retirement.

20
21 **H. LEAVES OF ABSENCE**

22
23 **1. FOR INJURY, COMPENSABLE DISEASE, OR OTHER CASUALTIES**

24
25 a. Any teacher who in the course of employment sustains a compensable
26 injury or contracts a compensable disease under the Wisconsin Worker's
27 Compensation Law shall have a worker's compensation form filled out upon
28 notifying the administration. The administration will assume the responsibility
29 of getting the needed statements and filing the forms, a copy of which shall be
30 sent to the MTEA.

31
32 Teachers absent after filing the worker's compensation form, where such
33 absence is related to the industrial accident, will have "Industrial Accident"
34 written on the time sheet where the injury or disease is not related to an assault.
35 If assault related, the injury or disease shall be noted on the time sheet as
36 "Industrial Accident Due to Assault."

37
38 If the claim is immediately or subsequently denied by the city attorney's office,
39 a deduction will be made from sick leave for days missed and the teacher and

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1 MTEA shall be so notified in writing. Time limits for filing grievances shall
2 commence on the date of notification of denial of the employee's final appeal.

3
4 Any teacher who in the course of his/her employment sustains a compensable
5 injury or contracts a compensable disease under the Wisconsin Worker's
6 Compensation Law shall be given the option to accept sick leave benefits as
7 provided in Part III, Section G, above. This option, which shall be in writing,
8 may be terminated without prejudice to temporary total or temporary partial
9 disability benefits under the Worker's Compensation Act thereafter, but in no
10 case shall sick leave and disability be allowed for the same period.

11
12 b. Any teacher who is absent because of an injury or disease compensable
13 under the Wisconsin Worker's Compensation Law and who selected either
14 worker's compensation or sick leave benefits shall be entitled to receive full
15 salary for the first 80 school days of temporary total disability in lieu of
16 compensation under the Worker's Compensation Law or sick leave benefits for
17 said period. Such days of absence, not to exceed 80 days for any individual in
18 any school year, shall not be deducted from the sick leave credit of the teacher.
19 If the IRS rules that money received in lieu of compensation is not subject to
20 social security or taxes, the total compensation paid to the employee shall not
21 exceed 100 percent of net compensation previously received by the employee.

22
23 c. Leaves of absence granted to certificated personnel as a result of injury or
24 disease compensable under the Wisconsin Worker's Compensation Law shall
25 involve no change in increment date.

26
27 d. Effective on the first day of the month following the date the MTEA
28 notifies its members that the Preferred Provider Arrangement (PPA) is an
29 acceptable option, an employee absent as a result of injury or disease
30 compensable under the Wisconsin Worker's Compensation Law shall be
31 reimbursed by the Board for any health insurance premiums paid by the
32 employee up to the annuity effective date if the employee is subsequently
33 approved for disability pension by WRS and the primary reason for the
34 disability pension is a direct result of the injury or disease as determined under
35 the Wisconsin Worker's Compensation Law. As of the annuity effective date,
36 the eligibility for continuation of health insurance will be in accordance with
37 Part III, Section B(13) and (14). The MTEA agrees to study the Board's
38 worker's compensation PPA. If the MTEA finds the PPA to be an unacceptable
39 option, the MTEA will work with the Board to resolve the MTEA's concerns.

1 As soon as the PPA is found to be acceptable to the MTEA, the MTEA shall
2 inform its members of that acceptability.

3
4 e. In the event any teacher is prevented from performing his/her duties by
5 reason of an epidemic, fire, civil commotion within the city of Milwaukee
6 preventing the teacher from reaching his/her assigned school, acts of the
7 elements and other casualty beyond his/her control which results in the closing
8 of the school to which he/she is assigned, he/she shall be entitled to receive
9 his/her full salary, provided that during any such period, he/she shall perform
10 such teaching and other professional duties as the superintendent may assign to
11 him/her.

12 13 2. MATERNITY LEAVE

14
15 a. **OPTIONS.** In each case of pregnancy, the employee shall have one of the
16 following three options:

17
18 1) **TEMPORARY DISABILITY LEAVE.** Temporary disability leave
19 constitutes the period the employee's doctor certifies she is medically
20 unable to work because of pregnancy or complications arising therefrom.
21 This certification shall be promptly furnished in writing to the Division of
22 Staffing Services. Temporary disability leave is treated in accordance with
23 sick leave and other related provisions of this contract.

24
25 2) **CHILD REARING LEAVE AFTER TEMPORARY DISABILITY**
26 **LEAVE.** At the conclusion of temporary disability, a leave of absence
27 without pay shall be granted for any one case of pregnancy, if so requested
28 by the employee on a semester basis for a period not to exceed six full
29 semesters including the period of temporary disability. Upon certifying to
30 the administration the anticipated beginning date of the temporary disability
31 because of pregnancy, the employee shall notify the administration in
32 writing whether she intends to take the child rearing leave beyond the
33 period of temporary disability. The employee may change this designation
34 at any time up to 20 days after the birth of the child or her original
35 designation shall stand.

36
37 3) **COMBINATION PRENATAL, TEMPORARY DISABILITY,**
38 **AND CHILD REARING LEAVE.** In addition to temporary disability
39 leave, a teacher, at her option, shall be granted a leave of absence without

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1 pay, not to exceed six semesters, commencing at any time during
2 pregnancy.

3
4 a) At the time the employee requests her prenatal leave, the
5 employee shall notify the administration in writing, whether she
6 intends to take the child rearing leave beyond the period of temporary
7 leave. The employee may change this designation at any time up to 20
8 days after the birth of the child or her original designation shall stand.

9
10 b) In addition to the certification of pregnancy for prenatal leave and
11 notice of child rearing leave, the employee shall promptly furnish in
12 writing to Certificated Staffing, the doctor's statement when he/she
13 certifies her to be medically unable to work because of pregnancy or
14 complications arising therefrom.

15
16 **4) TEACHER RE-EMPLOYMENT AFTER USING OPTION 2 OR 3**
17 **ABOVE.** Teachers electing leave under option 2 or 3 above, shall be
18 considered out of assignment and shall be returned to employment subject
19 to reassignment under Part III, Section H(11) (Curtailment of Leave); or
20 Part III, Section H(12) (Return After Leave of Absence); and under Part V,
21 Section J (Assignment to a Particular School).

22
23 **b. TEMPORARY DISABILITY ABSENCES.** Temporary disability
24 absences of 45 workdays contained within a period of nine consecutive calendar
25 weeks, attested to by the employee's physician, shall not be questioned.

26
27 In paid absences of a longer term, or if the temporary disability request is filed
28 more than 30 workdays prior to the date of delivery, the administration may
29 require the employee to be examined by a physician from the Milwaukee Health
30 Department or by a physician selected by the employee from a panel of five
31 obstetricians appointed by the Milwaukee Health Department. The cost of such
32 examination shall be borne by the Board.

33
34 **c. PAYMENT OF TEMPORARY DISABILITY BENEFITS.** The
35 payment of temporary disability benefits shall remain available as long as valid
36 state or federal guidelines require it.

37
38 **d. ADOPTION LEAVE.** A teacher who adopts a child shall, upon request,
39 be granted a leave without pay for up to six full semesters.
40

1 e. **PATERNITY LEAVE.** Upon application, fathers may be granted a leave
2 of absence for child rearing as provided in Part III, Section H(2)(a)(2), or
3 adoption leave as provided in Part III, Section H(2)(d).
4

5 3. **JURY DUTY.** Teachers who are called for jury service shall receive full salary
6 during the period of absence provided that teachers shall remit to the Board or
7 authorize an adjustment equal to the compensation paid to them for such jury service
8 and attach the summons to the payroll time sheet.
9

10 4. **LEAVE FOR PROFESSIONAL STUDY, RESEARCH, OR SPECIAL**
11 **TEACHING ASSIGNMENT**
12

13 a. Upon recommendation of the superintendent and approval by the Board,
14 teachers, having permanent tenure who have rendered satisfactory service in the
15 Milwaukee Public Schools (MPS), may be granted a leave of absence for study,
16 research, work on a dissertation or thesis, or special teaching assignments
17 involving probable advantage to the system for one year or for one semester
18 without pay. The regular salary increment accruing during such period shall be
19 allowed, subject to the superintendent's approval of evidence of the courses
20 completed in the case of leave for study, or of research, work on a dissertation
21 or thesis, or teaching service performed in accordance with a prior-approved
22 program.
23

24 b. Upon recommendation of the superintendent and approval by the Board,
25 teachers, having permanent tenure who have rendered satisfactory service in this
26 system for not less than seven years, may be granted a leave of absence for
27 study, research, or to work on a thesis or dissertation, for either one semester or
28 for one year, subject to the following provisions:
29

30 1) Twenty-five sabbatical leaves shall be granted as requested each year.
31 The superintendent shall determine the number beyond 25 on the basis of
32 budgetary limitations for the following school year. By August 1 and
33 December 1 of each year, the Board shall provide a list to the MTEA of
34 those teachers who have applied and those teachers granted sabbatical
35 leaves for the ensuing year.
36

37 2) Selection shall be based on physical and mental fitness and the
38 probable advantage to the system.
39

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

10
11 4) All forms necessary and proper to carry into effect the foregoing shall
12 be furnished by the superintendent.

13
14 5) The regular salary increments accruing during such period shall be
15 allowed, subject to the superintendent's approval of the evidence of the
16 courses completed or research performed, in accordance with a
17 prior-approved program. Persons on sabbatical may move from one pay
18 range to another as a result of gaining additional credits.

19
20 **5. CONVENTION LEAVE.** When it is evident that convention or conference
21 attendance or the observation of an activity in another school building or school
22 system will contribute to the effectiveness of the instructional program, the
23 superintendent may grant convention or conference leave or permission to observe an
24 activity in another school building or school system to teachers without loss of pay.
25 The superintendent may limit the same as to time and the number of individuals
26 involved.

27
28 **6. EXCHANGE TEACHERS LEAVE.** In any one year, a reasonable number of
29 teachers, as determined by the superintendent, may be exchanged for teachers from
30 some other school administration district in the United States and in a foreign
31 country. Such exchange shall be initially recommended by the superintendent to the
32 Personnel Committee which shall recommend final action to the Board. Agreements
33 for such an exchange of teachers shall conform to the provisions of any international
34 education exchange program administered by the US Office of Education or be
35 entered into between the governing bodies of the school administrative districts
36 concerned and shall include, among other appropriate provisions and requirements,
37 provisions for each of the following:

38
39 a. A written acceptance of the reciprocal agreement on the part of the teachers
40 entering into the exchange.

1
2 b. A certificate of good mental and physical health on the part of both
3 teachers.

4
5 c. An exchange of credentials and recommendations between the officials of
6 the schools involved.

7
8 d. The Board to continue its exchange teachers under regular salary status and
9 assume no responsibility for the salary or sick leave of the visiting teacher.

10
11 e. All exchange arrangements to be for a period of one year with the
12 possibility of extension for a second year.

13
14 f. All rights and privileges of Milwaukee teachers to continue in effect during
15 the exchange period.

16
17 **7. LEGISLATIVE LEAVES.** Upon election to full-time political office, teachers
18 shall be granted leaves of absence for a length of time to concur with the term of
19 office. Subsequent extensions of this leave shall be granted upon re-election to office
20 or upon election to another full-time political office. However, the teacher so
21 excused shall each year, on or before the anniversary date of the granting of such
22 leave, express in writing his/her desire to remain on leave of absence, and his/her
23 desire to return to his/her previous position upon termination of his/her term of
24 office. No increment benefits will be gained during such period of time.

25
26 **8. MILITARY LEAVE**

27
28 a. Upon proper notification to the superintendent, teachers who, as a part of
29 their National Guard or Reserve military obligation, must attend short-term
30 training encampments of not over 17 consecutive days during the school year
31 shall be permitted to be absent without loss of pay provided that their pay for
32 such training encampment is remitted to the Board.

33
34 b. Military leave of absence and credit therefore will be granted in accordance
35 with the following:

36
37 1) Any teacher who enters any branch of the military or naval service of
38 the United States during times of national emergency shall be granted a
39 leave of absence without pay for such time (not to exceed four years, except

1 as involuntarily but honorably extended) as his/her service in said armed
2 forces may be required by the United States Government.

3
4 2) All such leaves of absence shall be applied for and granted in
5 accordance with the rules of the Board applicable to the certified employees
6 and the following procedures.

7
8 3) All such employees granted such leaves shall be deemed to have been
9 in the service of the Board during such military leaves, except for pay or
10 salary purposes, and shall be entitled to all automatic salary increments,
11 seniority, sick leave accumulations, and other benefits and privileges, if
12 any, provided in the rules, resolutions, and regulations of the Board that
13 would otherwise have accrued to them during the period of such military
14 leaves. Upon notice of return from military leave, employees shall be
15 furnished with the necessary forms and instructions for applying for
16 reinstatement of insurance benefits. Upon request, the employee will be
17 supplied with a statement of accumulated sick leave including any earned
18 while on military leave.

19
20 4) Teachers serving in the three-year probationary period at the time of
21 entry into the military service shall be required, as a condition precedent to
22 obtaining permanent tenure, to render actual teaching service for three
23 years.

24
25 5) Any employee on military leave of absence as specified above and
26 within 90 days after his/her separation from military service or the
27 termination of hospitalization, if any, shall upon written application be
28 restored to his/her position and similar assignment in the employment of the
29 Board provided he/she shall furnish proof of discharge or separation from
30 service under honorable conditions and be found by a physician, selected by
31 the Board, to be in a satisfactory state of health for the performance of
32 his/her duties.

33
34 6) Any employee who shall not within such 90-day period make such
35 application for restoration to his/her position shall not be entitled to be
36 restored thereto.

37
38 7) The Board shall, during such leave of absence, pay to the Wisconsin
39 Retirement System, created and maintained under the provisions of Section
40 40.02(15) of the statutes, any sums that would have been payable by teacher

1 members of said fund by means of payroll deductions during such leaves
 2 (not to exceed four years, except as involuntarily but honorably extended by
 3 the United States Government).
 4

5 8) When an employee takes a pre-induction or other examination and is
 6 obliged to be absent from his/her regular assigned duties in the Milwaukee
 7 Public Schools, he/she shall be compensated for such absence for a period
 8 not to exceed two days.
 9

10 9) Employees who request a military leave during times other than a
 11 national emergency shall be granted such leave for a period not to exceed
 12 four years. Credit for experience on the salary schedule (increments) shall
 13 be granted for those who have been honorably discharged. However, in all
 14 other respects, military leave granted under this paragraph shall be treated
 15 as an extended leave without entitlements of pay or benefits.
 16

17 Should a period of national emergency be declared during the time that a
 18 person is on military leave under this section, all the benefits and privileges
 19 of a military leave granted during a period of national emergency shall
 20 apply to the person upon return from military leave.
 21

22 9. OTHER LEAVES

23
 24 a. **EXTENDED LEAVES.** Any tenured teacher may, upon recommendation
 25 of the superintendent, obtain a leave of absence by showing good cause
 26 therefore. After the superintendent has received written notice of the teacher's
 27 readiness to return, the superintendent shall reassign the teacher in accordance
 28 with the contract provisions. The teacher's salary shall begin with the first day
 29 of service under reassignment. Pending the receipt of the required health
 30 certificate, the teacher may serve on a day-to-day basis at his/her regular salary.
 31

32 b. **PERSONAL ABSENCE WITHOUT PAY**

33
 34 1) Any teacher who so requests may be granted personal absence of a
 35 reasonable nature by the superintendent without pay providing that adequate
 36 provisions have been made to assure the continuity of the instructional
 37 program. Request for personal absence shall be made in writing at least 14
 38 calendar days in advance of the effective date of the leave, except in
 39 emergency situations.
 40

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

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

13
14 c. **BRIEF ABSENCE.** Individual absences for brief periods during school
15 hours when good cause is shown prior to their occurrence may be excused by
16 the principal or appropriate administrator. Such cause shall be fully stated upon
17 the bi-weekly time sheet by the principal or appropriate administrator and, if
18 approved by the superintendent, no deduction in salary shall be made.

19
20 d. **PRETENURE PHYSICAL EXAMINATION - LEAVE.** Where a doctor
21 discovers an adverse medical condition in the initial employment examination
22 which is not sufficiently serious to deny employment but which may need
23 correction or medical control prior to receiving tenure, the doctor shall set forth
24 the problem and recommend solutions on the certificate and the teacher shall
25 initial the card. If the condition is correctable or medically controllable prior to
26 the end of the fifth semester, the employee may schedule a second medical
27 examination prior to the end of that semester. These employees will require an
28 examination as early as possible during their fifth semester of employment.
29 Other employees shall not be required to take a pretenure physical examination.
30 No employee shall be denied a health certificate unless the medical problem or
31 physical disability is such that there is a medical probability that it will adversely
32 affect the employee in the current or future performance of his/her duties.
33 Where a doctor denied the health certificate, he/she shall state the reason
34 therefore in writing. If the personal doctor of the employee disagrees with the
35 findings of the Milwaukee Health Department, a statement from the personal
36 doctor may be submitted; and, after a consultation with the doctor at the expense
37 of the teacher, the Milwaukee Health Department's decision shall prevail.
38 Should the Health Department deny a health certificate after reviewing the
39 findings of the teacher's personal doctor, the teacher shall be granted a medical
40 leave of absence without pay for not more than one year to correct or medically

1 control the problem. When the problem has been corrected or medically
 2 controlled and upon receipt of a satisfactory health certificate from the
 3 Milwaukee Health Department, the teacher shall be reinstated in accordance
 4 with this agreement. It is understood that the teacher would begin the
 5 probationary period over again as a first semester teacher. Teachers may be
 6 required to take a tuberculosis examination every three years at Board expense
 7 in accordance with the regulations of the Milwaukee Health Department.
 8 Satisfactory evidence of such periodic examination shall constitute compliance
 9 with this section.

10
 11 **e. LEAVES OF ABSENCE FOR ASSOCIATION EMPLOYEES.**
 12 Employees of the Board who are hired by MTEA as full-time staff, upon
 13 application, shall be given a leave of absence without pay each year until the
 14 employee terminates his/her leave in accordance with the return after leave of
 15 absence section of this contract. Each year prior to the expiration of the leave,
 16 the employee shall express his/her desire to remain on leave. Upon return from
 17 leave, the employee shall receive salary adjustments based upon his/her salary
 18 division and creditable service exclusive of service increments. During the
 19 leave, the employee shall be allowed to continue his/her health insurance and
 20 life insurance benefits by remitting payments to the Board upon notice of the
 21 amount due.

22
 23 **f. ABSENCE FOR MILWAUKEE TEACHERS' RETIREMENT FUND**
 24 **ASSOCIATION PRESIDENT.** The president of the Milwaukee Teachers'
 25 Retirement Fund Association shall be allowed to attend to legislative business in
 26 Madison that requires his/her attendance upon three days request, except in an
 27 emergency.

28
 29 **10. DURATION OF LEAVES**

30
 31 a. No leave of absence, except for maternity or adoption, shall continue in
 32 force beyond one year. The total time allowed for leaves of absence, except for
 33 legislative leaves, shall not exceed three years in the aggregate within any
 34 seven-year period, except to meet professional study requirements.

35
 36 The total time allowed for maternity, adoption, and paternity leaves shall not
 37 exceed four years in the aggregate within any seven-year period.

38
 39 If required by the superintendent, a period not to exceed one semester after the
 40 termination of leave, and prior to reassignment, may be granted by the

1 superintendent for the purpose of the above professional study of six semester
2 hours related to the field of preparation.

3
4 b. When leaves become effective during a semester and continue into
5 succeeding semesters, absence for 36 school days or more of such initial
6 semester shall be considered as a full semester for the purpose of interpreting
7 these rules applicable to leaves. A shorter time shall not be considered in
8 determining the duration of a single leave or the total time granted for leaves of
9 absence. Nothing in this rule shall be applicable to the Board's resolution on
10 war service leaves. No adjustment of an employee's increment date shall occur
11 for absences when an employee receives regular salary or pay under Part III,
12 Section G(1).

13
14 **11. CURTAILMENT OF LEAVE**

15
16 a. At the request of a teacher, and upon presentation of a certificate of
17 satisfactory state of health for public school teaching service from a medical
18 examiner of the Milwaukee Health Department, the superintendent may curtail a
19 leave of absence and immediately reassign such person to active service.
20 Assignment for the balance of the semester may be made to temporary
21 vacancies. Any such curtailment of leave shall be reported to the Personnel
22 Committee at its next regular meeting. The health examination will not be
23 required for teachers returning from an approved study leave.

24
25 b. Maternity leaves may be curtailed after the loss or death of the child.

26
27 c. A leave of absence for illness, under the provisions of Part III,
28 Section G(6), of this part, may be terminated upon recommendation by the
29 superintendent to the Board if and when it is established that the teacher on such
30 leave of absence has entered upon any gainful employment or profession or
31 trade and is carrying on the same under circumstances which are inconsistent
32 with the original intent of such leave of absence.

33
34 **12. RETURN AFTER LEAVE OF ABSENCE**

35
36 a. Teachers who have been granted any type of leave of absence shall notify
37 the superintendent in writing on or before December 15 or July 1 preceding the
38 opening of the semester following the expiration of leave, of their intention to
39 resume work at the beginning of the ensuing school semester. Any teacher
40 returning from leave must present to the superintendent a certificate of

1 satisfactory state of health for public school teaching service from a medical
2 examiner of the Milwaukee Health Department before reassignment by the
3 superintendent. Pending the receipt of the required health certificate, such
4 person may serve on a substitute basis with substitute pay. The health
5 examination will not be required for teachers returning from an approved study
6 leave.

7
8 b. All teachers, returning from any type of leave of absence and who have
9 given notice pursuant to paragraph a above, shall be restored in one of the
10 following ways, except as otherwise provided in the contract:

11
12 1) Where a vacancy exists, to the same position they held at the time the
13 leave was granted.

14
15 2) Where such vacancy does not exist, to a similar position to that held at
16 the time the leave was granted before newly employed teachers are
17 assigned.

18
19 **13. VIOLATION OF LEAVE OF ABSENCE PROVISIONS.** Violation of any
20 of the provisions relating to sick leave or leaves of absence by an employee, or the
21 making of a false report regarding any type of leave, shall subject the employee
22 committing such violation or making such false reports to disciplinary action by the
23 superintendent or his/her designee and shall constitute a cause for discharge,
24 suspension without pay, or demotion in accordance with Part IV, Section N, of this
25 contract.

26
27 **I. TAX DEFERRED ANNUITY PLANS**

28
29 The Board shall authorize teachers to make contributions to the 403b(1) tax deferred
30 annuity plan of the Wisconsin Retirement System-Department of Employee Trust Funds, to
31 the 403b(1) tax deferred annuity plans (including Travelers) and the 403b(7) "Mutual
32 Fund Select Portfolio" offered by The Copeland Companies (the plan administrator), and
33 to the 403b(1) and 403b(7) tax deferred annuity plans offered by the Aetna Life Insurance
34 and Annuity Company. The plan administrator is subject to the contract between the
35 Board and the MTEA in its administration of tax deferred annuities.

36
37 **J. APPLICATION OF EMPLOYEE BENEFITS PRIOR TO REGULAR YEAR**

38
39 1. Health insurance for employees beginning work previous to the regular school
40 year shall be available as set forth in Part III, Section B(7), of the contract.

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1
2 2. Life insurance shall be available to employees who begin work previous to the
3 regular school year at the time they begin work; in the same manner, it is available to
4 employees who begin work at the beginning of the regular school year.
5

6 **K. SEVERANCE PAY**
7

8 Upon retirement, employees shall be paid up to 40 accumulated full days of sick leave in
9 excess of 70 percent of the maximum full-day accumulation. Half days are not
10 convertible for this purpose.
11

12 **L. EARLY RETIREMENT FUND**
13

14 1. Effective July 1, 1982, the Board will provide employees with an early
15 retirement supplement and special retirement benefit supplement to the Wisconsin
16 Retirement System plan. Retirement benefits will be payable effective July 1, 1982.
17

18 2. Employees of the Board who are in the teacher bargaining unit represented by
19 the MTEA and who are participating as active unit employees in the Wisconsin
20 Retirement System-Department of Employee Trust Funds on or after July 1, 1982,
21 shall be eligible for the early retirement benefits.
22

23 3. The administration of the early retirement fund will be determined by the Board.
24

25 4. Considered compensation, average annual compensation, and creditable service
26 shall be determined in accordance with the rules of the Wisconsin Retirement
27 System-Department of Employee Trust Funds, effective July 1, 1982.
28

29 5. Regular retirement benefits for those age 65 and older shall be those specified in
30 the Wisconsin Retirement System Plan effective January 1, 1982.
31

32 6. Upon attainment of age 62, eligible employees may elect an early retirement
33 option. Monthly pension payments payable for life will be computed in the same
34 manner as the regular retirement benefits under the Wisconsin Retirement System
35 effective January 1, 1982. The difference between the employees retirement benefit
36 obtained from the Wisconsin Retirement Fund and that which the employee would
37 receive if retirement were at age 65 will be paid as a retirement benefit by the Board.
38

39 7. The basis for early retirement supplemental fund will be governed by the
40 actuarial report provided by A.S. Hansen Company, dated April 1, 1982. Provisions

1 and assumptions of proposed plan 1, exhibit 4, including exhibit 5, assumption 4, are
2 being utilized in computing the early retirement supplement fund.
3

4 8. A special supplemental benefit computed at one-twelfth of 2 percent of the
5 "average annual compensation" as defined by the Wisconsin Retirement System,
6 effective January 1, 1982, times the number of years, including fractional years
7 between the ages of 62 and 65, shall be established. Eighty-five percent of the
8 average annual compensation mix shall be the maximum amount applicable to this
9 benefit. This benefit is paid between the ages of 62 and 65 and terminates at age 65.
10 If the employee retires before age 62, and after age 55, the benefit will be prorated
11 and paid between the time of retirement and age 65. Employees choosing to retire
12 prior to age 62 would have benefits computed by reducing benefits by 0.5 percent
13 per month (6 percent per year) for each month the participant's age is under 62, but
14 at least 60, and 0.4 percent per month (4.8 percent per year) for each month between
15 age 55 and age 60. The difference between the normal retirement benefit and the
16 optional early retirement will be paid to the participant on a monthly basis for life by
17 the Board.
18

19 9. A participant may elect optional forms of benefit payments in order to protect
20 survivors in accordance with the optional plans and procedures specified by the
21 Wisconsin Retirement System-Department of Employee Trust Funds. The option
22 selected with the trust fund will be the option implemented in the early retirement
23 supplement.
24

25 10. Notwithstanding, anything to the contrary in this contract, employees
26 represented by the ASC or PAMPS bargaining units, whether covered or not covered
27 by the MBSD Early Retirement Supplement and Benefit Improvement Plan
28 (Administrator Plan); employees who are exempt from the ASC bargaining unit but
29 are covered by the Administrator Plan; employees of the Board who are appointed
30 pursuant to Wis. Stats. Section 119.32(3); and any other employees who are
31 identified as covered by the Administrator Plan through an employment contract
32 between such employees and the Board shall receive no MBSD Supplement Early
33 Retirement Plan for Teachers (Teacher Plan) "years of creditable service" as defined
34 in the Teacher Plan, or any benefit from the Teacher Plan for any period of such
35 above specified employment on or after July 1, 2004.
36
37

PART IV

TEACHING CONDITIONS AND EDUCATIONAL IMPROVEMENTS

A. SCHOOL YEAR

The regular school year shall be 191 days. Where the school year is extended beyond 191 days, teachers so assigned shall have their salaries augmented for each such day by adding 1/191 of their regular annual salary. The school year for school social workers, community human relations coordinators, human relations curriculum developers, and personnel assigned case management responsibilities shall be 200 days commencing one week before the teachers return and ending four days after the close of school. Where the school year is extended beyond 200 days, the employees so assigned shall have their salaries augmented for each such day by adding 1/200 of their regular annual salary.

B. TEACHING DAY

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

2. **TEACHER DAY**

a. The normal school day for the high school faculty shall begin no sooner than 7:25 a.m. or later than 8:30 a.m. and end 7 hours and 15 minutes after the starting time.

b. The normal school day for middle school faculty shall begin no sooner than 7:30 a.m. or later than 8:30 a.m. and end 7 hours and 33 minutes after the starting time.

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

d. The normal school day for the K-8 school faculty shall begin no sooner than 7:40 a.m. or later than 9:00 a.m. and end seven hours after the starting time. Teachers will have 5 hours and 50 minutes of student contact time and a 45-

1 minute duty-free lunch. Five minutes will be designated for special help, ten
2 minutes for individual preparation, and ten minutes for common planning time.

3
4 e. Existing contract provisions conflicting with a, b, c, and d above shall be
5 modified to reflect the provisions a, b, c, and d above.

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

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

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

31
32 h. The normal workday for human relations community coordinators, human
33 relations curriculum developers, and personnel assigned the case manager
34 responsibilities shall be 8:00 a.m. to 4:30 p.m.

35 36 3. BANKING TIME

37
38 a. Individual schools seeking to bank time will be permitted to request a
39 modification of the teaching day for the school year. The modification of the
40 teaching day would require an increase in student contact time through a

1 corresponding reduction of teacher preparation/special help supervision or team
2 planning time.

3
4 b. Individual schools will be permitted to request a modification of the
5 teaching day if at least 51 percent of the teachers on the staff at each school vote
6 in favor of the full day student release time. The building representative in each
7 school shall be responsible for conducting the vote of the teachers as well as
8 reporting the vote and making a request in writing to the MTEA before
9 implementation. Principals shall notify Administrative Accountability of the
10 vote in writing.

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

18
19 d. The workdays/hours of full-time traveling music teachers will not be
20 reduced because of the release day.

21
22 **4. COLLABORATIVE PLANNING TIME**

23
24 a. Effective the 2006-2007 school year, provide two hours of collaborative
25 planning time each month for six months each school year. The MPS
26 administration shall designate the months. Teachers will be paid either the part-
27 time certificated hourly rate or their individual hourly rate, whichever is
28 appropriate.

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

35
36 c. The MPS and MTEA shall develop an assessment tool to be provided to the
37 faculty of each school no later than October 1 to enable an evaluation by the
38 school staff of the implementation of the Collaborative Planning Time plan.
39 This survey shall be completed on record staff planning day at the end of the
40 first semester and record day at the end of the second semester, collected by the

1 MTEA building representative and shall be forwarded to MPS and MTEA. The
2 MPS and MTEA will analyze the data and meet to review the results no later
3 than 30 days after receipt of the surveys.
4

5 d. This agreement provides a commitment to a three-year pilot which will
6 sunset on June 30, 2009, unless renewed, extended, or modified by mutual
7 agreement.
8

9 **5. ADDITIONAL ASSIGNMENTS**

10
11 a. In addition to the regular school day, teachers are required to perform
12 collateral duties related to their teaching functions. Parent conferences, special
13 help for students, faculty and/or departmental meetings, and supervision of
14 non-income producing activities which are of a schoolwide nature are examples
15 of such collateral functions. One open house per semester shall be considered
16 part of a teacher's assignment. The dates of all open houses shall be announced
17 to the teachers no later than the fifth workday of the school year.
18

19 The Board will establish procedures to assure that students are not admitted to
20 secondary buildings, before the regular student admission time, without
21 permission. Exceptions to the above will be determined by the principal.
22

23 When it is necessary for principals to assign secondary teachers within the
24 school allocations to building and other necessary supervision before or after the
25 normal workday, teachers will be paid at the part-time certificated rate with a
26 guaranteed half hour of work. Teachers assigned to building and other
27 necessary supervision prior to the normal workday will not be required to work
28 more than a half hour before the normal workday begins.
29

30 Secondary teachers will be assigned from a list of volunteers on a rotational
31 basis. When no volunteers are available, assignments may be made by the
32 principal from the faculty on a rotational basis and paid as above. Assignment
33 of non-volunteers to such assignments shall not exceed one week in length and
34 non-volunteers shall not be assigned supervision both before and after the
35 normal workday.
36

37 Nothing in this contract should be construed as discouraging attendance at or
38 participation in, on a voluntary basis, activities of a professional nature such as
39 clubs or community activities.
40

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

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

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

27
28 c. Assignment of the three hours shall be a continuance of the normal school
29 day, except in the case of being assigned to an open house.

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

40

1 **6. DEDUCTIONS.** All deductions for partial absences will be made on the basis
2 of the 8-hour day and 40-hour week. However, it is recognized that the teacher
3 normally spends more than this minimum amount of time in the performance of
4 his/her duties. The daily rate, for purposes of calculating deductions, would be the
5 number of days in the employee's regular scheduled work year divided into the
6 employee's annual salary.

7
8 **7. ADDITIONAL PAID ASSIGNMENTS**

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

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

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

36
37 d. In the event a teacher is absent in an elementary school and a substitute
38 does not arrive on time or no substitute is available or no substitute is being
39 assigned, a regular classroom teacher may be assigned to be responsible for all

PART IV - SECTION B

1 or part of the absent teacher's class or a specialty teacher may be assigned, and
2 he/she shall be compensated in accordance with paragraph b above.

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

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

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

17
18 1) If teachers are utilized, volunteers shall be solicited from among staff
19 assigned to the school.

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

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

28
29 4) Teachers will be paid at the part-time certificated rate of pay for such
30 supervision with a minimum of 15 minutes' pay for each day.

31
32 h. In elementary schools where bus supervision is necessary after the normal
33 workday for a reason other than a scheduled departure after the end of the
34 teacher workday and educational assistants are not available, teachers who
35 accept the duties on a voluntary basis or are assigned on a rotational basis when
36 there are no volunteers shall be paid at the part-time certificated rate for the time
37 worked.
38

1 **8. LUNCH PERIOD**

2
3 a. Teachers shall be entitled to a duty-free lunch period equal in length to a
4 normal class period in high school, no less than 50 minutes in the middle
5 school, and no less than one hour in the elementary school. When an
6 elementary teacher moves from one school to another, he/she shall receive
7 travel time in addition to the lunch period. Where travel time is restricted
8 between a morning and afternoon assignment, teachers shall be released 15
9 minutes prior to dismissal time. Kindergarten teachers, in lieu of being released
10 15 minutes prior to dismissal time, shall be paid half of an hour at the part-time
11 certificated hourly rate for each day traveled. When hazardous conditions exist,
12 kindergarten teachers who must travel to reach their afternoon school shall be
13 released up to 15 minutes. One teacher per lunchroom, supported by
14 educational assistants within the limitations of the allocation, shall be used to
15 supervise elementary school lunchrooms. However, if the principal, after
16 consultation with the teaching staff, determines that the safety of the children
17 requires additional supervision, he/she may assign an additional teacher per
18 lunchroom for supervision. In the elementary school, where voluntary noon
19 paid supervision is not in effect, assignment to noon supervision shall be made
20 on a rotating basis with regular payment for such noon supervision prorated,
21 with the provision that in no case shall such assignment be made for more than
22 half of the lunch period.

23
24 b. The school social workers, human relations community coordinators,
25 human relations curriculum developers, and personnel assigned case
26 management responsibilities shall have a duty-free lunch period of one hour.

27
28 c. If the lunch period as detailed above is changed as part of a modification of
29 the student lunch period, the number of minutes reduced from the lunch period
30 shall be commensurately reduced from the teacher day. The elementary school
31 teacher lunch period shall not be reduced below 45 minutes.

32
33 **9. DEPARTMENT CHAIRPERSON.** When a department has 50 sections of
34 classes or a major portion thereof, the chairperson of that department will be given a
35 released period. If a department does not qualify, it will be combined with one or
36 more others to qualify for released time. Where small departments are combined to
37 qualify for released time, every effort will be made to provide released time during
38 the semester for these chairpersons. A released period for small departments may be
39 shared on a proportional basis. If it is not possible to release a chairperson in the

PART IV - SECTIONS B,C,D

1 manner prescribed, a chairperson not so released will be paid in the following
2 manner:

3
4 Proportion of released period for this department multiplied by the number of
5 days in the semester multiplied by the part-time certificated rate.
6

7 If the chairperson prefers, he/she may, in lieu of payment, request release in
8 succeeding semesters, if it is possible to program in this manner.
9

10 **10. ROTATION OF DUTIES.** Study halls, hall duty, lunchroom duty, and
11 attendance service shall be assigned so that individual teachers do not have to
12 perform these duties year after year without being relieved when specially requested.
13

14 **11. SECONDARY CLASSROOMS.** Principals shall attempt, where possible, to
15 limit the number of classroom assignments, exclusive of homeroom, to three.
16 However, it is recognized that with certain subject areas and programs, the
17 attainment of this may not be possible.
18

19 **C. SPECIAL EDUCATION CLASS SIZES**

20
21 Minimum and maximum class sizes for special education students shall be those required
22 by the Department of Public Instruction.
23

24 **D. SPECIAL EDUCATION**

25
26 1. To the extent possible, the administration will provide its best estimate as to
27 which special education students are scheduled to be reassigned from elementary
28 schools to middle schools or from middle schools to high schools. The estimate
29 shall be provided to the receiving school by March 15 of the school year preceding
30 the change in school assignment.
31

32 2. Special education students shall be moved from elementary to middle schools
33 or from middle schools to high schools previous to the end of the third grading
34 period unless, through unusual circumstances, such a move could not be made or
35 anticipated by that time and a later move would be deemed necessary and in the
36 best interest of the student and/or classes involved.
37

38 3. Regular education and special education teachers who work with any student
39 examined by the health department who is found to have a health condition which
40 may affect the student's school performance or impact on the teacher's health and

1 safety shall be provided with an oral or written statement concerning such health
2 condition to the extent that the district is provided with such information. The
3 disclosure shall occur as soon as possible following the examination.
4

5 4. Special education itinerant teachers and diagnostic teachers shall be provided
6 adequate travel time to go from one location to another.
7

8 5. Effective with the 1996-97 school year, each special education classroom
9 teacher who is not compensated for re-evaluation work through released time,
10 reduced case/class loads, or otherwise shall be compensated one hour per re-
11 evaluation at the rate of one-tenth of 1 percent of the BA base per hour for each re-
12 evaluation in excess of one per school year.
13

14 6. Teachers who have the responsibility for recordkeeping of special education
15 students enrolled in work programs shall have the cumulative folders of such
16 students available to the teacher within the school building to which the teacher is
17 assigned.
18

19 7. Teachers of severely handicapped pupils shall have the right to have their
20 classes covered by an educational assistant, fellow teacher, or other person to
21 permit them to attend to personal needs.
22

23 8. When it becomes necessary to release the regular teacher or diagnostic teacher
24 to meet with the multi-disciplinary team during the regular school day, provision
25 shall be made to relieve such teacher from classroom responsibilities in accordance
26 with Part IV, Section B(7).
27

28 9. Teachers to whom students with special education needs have been assigned
29 shall be provided multi-disciplinary team reports and educational assessments
30 (excluding confidential information unrelated to the instructional needs based on
31 state and federal law) that are meaningful to the teacher developing the classroom
32 program for the child.
33

34 10. Special education classrooms will meet the building code requirements of the
35 city of Milwaukee. Teachers who feel that their classrooms do not meet this
36 standard may bring this to the attention of their building administrator or file a
37 complaint with the city building inspector.
38

PART IV - SECTIONS D,E

1 11. If the administration requires a special education teacher to use behavioral
2 intervention techniques in his/her classroom, which necessitates expenditures, such
3 expenditures shall be funded by the Board.
4

5 12. Expenses incurred with the approval of the program administrator in the
6 training of visually impaired students by orientation and mobility specialists are
7 reimbursable within the existing program budget.
8

9 13. A joint Board/MTEA committee shall be formed during the 1990-91 school
10 year to make recommendations on how to reduce current special education
11 paperwork requirements and to evaluate the computerized IEP program.
12

13 The committee shall prepare a report by January 1, 1992, for consideration by both
14 parties.
15

16 14. A joint Board/MTEA committee shall be formed during the 1990-91 school
17 year to study mainstreaming and integration including regular education initiative.
18 The committee shall prepare a report by January, 1992, for consideration by both
19 parties.
20

21 **E. BUILDING SECURITY**
22

23 1. On organization day of each school year, school administrators/school leaders
24 will review with teachers, the student disciplinary policy to be used in the school
25 and will explain which school administrator/school leader will be responsible for
26 which grade level. School administrators/school leaders shall also review the
27 school's crisis plan, including the role that staff members have in the plan. All
28 teachers shall be provided with a copy of the school's crisis plan.
29

30 No later than September 30, school administrators/school leaders shall send a copy
31 of the school's discipline policy and each teacher's classroom discipline policy to
32 students' homes.
33

34 2. When the regular resources of the school are inadequate to insure the physical
35 safety of teachers, a designated administrator is expected to call central services for
36 additional assistance; when the nature of the problem so indicates, call upon the
37 Milwaukee Police Department.
38

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

1
2 4. The MTEA building representative shall be released from his/her assignment
3 during crisis periods, so that communication with teachers on the facts of the
4 incident is accurate.

5
6 5. Any student making a direct or implied threat to any faculty member shall
7 immediately be referred to the school administrator/school leader or his/her
8 designee with a 72 card or incident referral form for disciplinary action. The
9 school administrator/school leader or his/her designee shall exclude that student
10 from the teacher's class or assignment until a conference is held between the
11 student, the parent, the school administrator/school leader, and the teacher
12 involved. The student shall be disciplined in accordance with the Parent/Student
13 Handbook on Rights, Responsibilities, and Discipline. Upon request of the
14 teacher, the school administrator/school leader shall notify the Milwaukee Police
15 Department.

16
17 6. Any student working to undermine the discipline in a school, either through
18 direct action or the distribution of unauthorized publications, shall immediately be
19 referred to the principal.

20
21 7. All teachers and MTEA staff who are issued identification cards shall show such
22 cards upon request. All other persons authorized to be at any school shall have a
23 school system identification card or permission from the principal in writing. When
24 a person not so authorized refuses to leave the building, appropriate action shall be
25 taken by the principal or his/her designee; and, where the situation warrants, the
26 Milwaukee Police Department will be utilized. The MTEA staff representatives shall
27 be furnished an identification card from central services.

28
29 8. In schools having problems with unauthorized persons in the hall who are a
30 threat to the physical safety of teachers, additional personnel shall be used.

31
32 9. No teacher shall be required to subject himself/herself to any clear or imminent
33 danger to his/her safety.

34
35 **F. DISCIPLINE**

36
37 1. When student conduct presents a threat to the physical safety of teachers, school
38 administrators/school leaders shall take appropriate steps including the immediate
39 removal of the students from the classroom to protect the physical safety of the

PART IV - SECTION F

1 teacher in accordance with the Board's legal obligation and responsibility and the
2 Parent/Student Handbook on Rights, Responsibilities, and Discipline.

3
4 2. Where, after an investigation by the school, it is determined that a student has
5 battered a teacher or poses a physical threat to the teacher's safety, the student will
6 be disciplined in accordance with the Parent/Student Handbook on Rights,
7 Responsibilities, and Discipline.

8
9 The teacher who has been physically assaulted will be offered the opportunity to
10 testify at the central services suspension hearing and/or the expulsion hearing. Every
11 effort will be made to schedule such hearings during the workday. If it is impossible
12 to schedule the hearing during the teacher workday, the hearing must be held
13 immediately before or after the teacher workday.

14
15 3. Students who are or have been suspended shall be excluded from the building
16 and prohibited from attending all classes and all other activities held at school. The
17 student(s) shall remain under immediate administrative supervision until the parent is
18 contacted and the student can be sent home or until the end of the school day
19 (whichever comes first). In all suspension cases, the suspended student(s) shall be
20 escorted out of the building. If the student(s) refuses to leave the school and/or
21 grounds, and administrative means exclusive of the use of teacher(s), or assistant(s)
22 proves inadequate to remove the student(s), other appropriate assistance shall be
23 utilized.

24
25 Prior to the reinstatement of any student who has been suspended, a reinstatement
26 conference shall be conducted. In addition to the pupil and school administrator/
27 school leader, where the suspension is the result of a threat to the physical safety or
28 assault of a teacher, the teacher making the referral must be included. In all other
29 cases, the school administrator/school leader shall make every effort to include the
30 teacher and the parent/guardian. School administrators/school leaders shall make
31 every effort to schedule the conferences during the teacher workday. If it is
32 impossible to schedule the conferences during the teacher workday, the conferences
33 must be held immediately before or after the teacher workday.

34
35 4. Where necessary, appropriate personnel shall be available to escort students
36 referred for disciplinary action to the office when the student's conduct poses a threat
37 to the teacher's physical safety.

38
39 5. The administrator shall exclude from a particular class, any pupil whose
40 threatening conduct has proven to be a constant discipline problem and has not been

1 corrected through previous referrals until a conference can be conducted with the
2 pupil, teacher, principal, and/or other administrator under his/her direction and any
3 other specialist dealing with the problem student.
4

5 6. If the problem is not resolved by the previous steps, the matter shall be referred
6 to the director, Division of Student Services, for appropriate disposition.
7

8 7. Any reasonable and appropriate means including the use of physical force may
9 be used by school personnel to prevent a threatened breach of discipline or to stop a
10 continuing breach of discipline. It is expected that physical force will be used only
11 when other means for preventing a breach of discipline or stopping its continuance
12 have been ineffective. Any reasonable and appropriate means, but not including the
13 use of physical force (corporal punishment) may be used in relation to any breach of
14 discipline which has been completed. Corporal punishment may not be used;
15 however, reasonable physical force may be used in self-defense. Self-defense is
16 permissible where a teacher finds it necessary to defend himself/herself or a third
17 person, where the teacher reasonably believes that such action is necessary for the
18 safety of himself/herself or a third person. Self-defense means the use of such force
19 as is necessary to protect oneself. It does not mean that any additional force may be
20 used or that force may be used after the individual is no longer in danger.
21

22 8. DISRUPTIVE BEHAVIOR MEASURES

23
24 a. Students, who interfere with the educational process by repeated refusal
25 to follow school rules, shall promptly be subject to one or more available
26 measures for changing unacceptable behavior; such as, but not limited to,
27 counseling, demerit systems, detentions, withdrawal of privileges, student
28 contracts, parent contacts (whether in writing, by phone, or in person), buddy
29 systems, peer counseling, behavior classes, timeout room, modified curricula
30 concentrating on reading and verbal skills, or in-school suspension.
31 Alternative measures such as these should be utilized prior to out-of-school
32 suspension, except in instances where there has been a serious breach of
33 discipline.
34

35 b. Students whose serious or continuous breaches of discipline presents a
36 danger to the safety of one or more teachers, or who bring weapons to school,
37 shall be disciplined in accordance with the Parent/Student Handbook on
38 Rights, Responsibilities, and Discipline.
39

PART IV - SECTIONS F,G

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

9
10 d. The sole issue for an arbitrator deciding a grievance under this section
11 shall be whether the school administrator/school leader acted reasonably in
12 deciding how to act or not to act in a particular situation.

13
14 **G. PROCEDURE FOR SCHOOLS WITH SPECIAL PROBLEMS**

15
16 When conditions in any school evidence a potential threat to the physical safety of the
17 teachers and/or would interfere with the working conditions as set forth in the contract,
18 the following procedure shall apply:

19
20 **1. MTEA INVOLVEMENT**

21
22 a. When the MTEA is informed by teachers or other sources that such
23 conditions exist within any school, the MTEA shall immediately investigate
24 the situation and notify the director, Department of Administrative
25 Accountability, or administrative specialist they are going to be in the
26 building. Such investigation shall include meetings with the principal and
27 with members of the faculty and any other persons who may have information
28 pertaining to the investigation. Within 30 workdays of the notification of the
29 investigation, the MTEA shall inform the administration of its findings in
30 writing.

31
32 b. If after such investigation, the MTEA feels that the teachers' concerns are
33 justified and require consideration, they shall file a written statement of the
34 results to their investigation within five workdays to the Office of the
35 Superintendent.

36
37 **2. ADMINISTRATIVE VERIFICATION**

38
39 a. Within two workdays after the receipt of the MTEA's investigation
40 report, a three-person administrative task force appointed by the

1 superintendent shall investigate the conditions in the building. The
2 administration shall notify the MTEA that they are going to conduct such
3 investigation. Within three days thereafter, the administrative task force shall
4 report in writing to the superintendent the conditions which exist.

5
6 b. The administrative task force shall be authorized to call upon any division
7 or department for advice and counsel and upon representatives of the MTEA
8 in making such investigation.

9
10 **3. CONFERENCE WITH SUPERINTENDENT**

11
12 a. Within two workdays upon the request of the MTEA, the superintendent
13 or deputy superintendent shall hold a conference with the administration and
14 the executive director of the MTEA; both parties shall share the information
15 obtained from their respective investigation and reports. The administration
16 shall verbally share those conditions that they found to exist independent of
17 what the MTEA found. The parties will make every effort to resolve the
18 matter informally.

19
20 b. Within three workdays following the close of the conference, the
21 superintendent shall notify all parties of his/her decision and the manner in
22 which it shall be effected in writing.

23
24 **4. BOARD CONSIDERATION.** Where the matter is not resolved by the action
25 of the superintendent, it shall be reported to the appropriate Board committee at its
26 next regular meeting by the superintendent, at which time the MTEA will be given
27 an opportunity to be heard.

28
29 **H. EXPERIENCE CREDIT FOR TEACHERS**

30
31 1. Upon employment, teachers shall be given one increment for each year of
32 creditable outside service in accordance with Appendix A.

33
34 2. Teaching experience, as an intern or as a member of the National Teacher
35 Corps, in the Milwaukee Public Schools, will be given full credit consideration in
36 accordance with Appendix A. This will involve the shifting of anniversary dates at
37 the time of appointment to the beginning of the second semester if employed during
38 the first semester or the beginning of the first semester if employed during the second
39 semester.

PART IV - SECTION H

1 3. Teaching experience as a substitute teacher, teaching 90 or more days a school
2 year in the Milwaukee Public Schools shall be given full credit consideration in
3 accordance with Appendix A when being employed as a regular teacher. Substitute
4 teachers will be given full credit consideration for inservice courses taken during a
5 semester in which they have served for 60 or more days if employed as a regular
6 teacher.

7
8 4. Experience as a member of the Peace Corps or teaching experience with the
9 Armed Forces Dependent Schools will be given experience credit in a manner similar
10 to that given honorable military service. Credit for honorable military service shall
11 be granted equal to one service increment for each nine months of active service in
12 accordance with Appendix A.

13
14 5. Where a teacher presents proof to Compensation, P.O. Box 2181, Milwaukee,
15 WI 53201-2181, of additional teaching experience and/or college or inservice credits
16 which would warrant his/her being upgraded to a higher pay schedule, such
17 increased pay shall be retroactively granted to the beginning of the semester in which
18 the teacher filed the credits with Compensation, P.O. Box 2181, Milwaukee, WI
19 53201-2181.

20
21 Upon satisfactory completion of credits that will make a teacher eligible for
22 reclassification, required documentation must be submitted to Compensation, P.O.
23 Box 2181, Milwaukee, WI 53201-2181, in order to receive the reclassification. It is
24 the teacher's responsibility to insure that this department receives all required
25 evidence of training for salary advancement. The reclassification will be retroactive
26 if the documentation is received by this department before the following dates
27 (semester dates referred to are always Milwaukee Public Schools semesters).

28
29 **FALL CREDITS** - The reclassification which results from credits completed during
30 the fall semester will be retroactive to the beginning of that semester if
31 documentation is received before April 1 of the immediately following semester.

32
33 **SPRING CREDITS** - The reclassification which results from credits completed
34 during the spring semester will be retroactive to the beginning of that semester if
35 documentation is received before the first day of the immediately following fall
36 semester.

37
38 **SUMMER CREDITS** - The reclassification which results from credits completed
39 during the Milwaukee Public Schools summer recess will be retroactive to the

1 beginning of the immediately following fall semester if documentation is received
2 before the end of that fall semester.

3
4 If the required documentation is received after the above deadlines, the
5 reclassification will be retroactive to the beginning of the semester in which the
6 documentation was received. If the documentation is received during the Milwaukee
7 Public Schools summer recess, reclassification is effective at the beginning of the
8 immediately following fall semester.

9
10 The documentation required for a college course is an official transcript from the
11 school at which the course was taken. However, if the completion of a course will
12 result in a reclassification, the teacher may temporarily use an official grade report.
13 When a grade report is used, an official transcript must be submitted before the end
14 of the semester following the semester in which the course was taken. Failure to
15 comply with this requirement will result in retroactive withdrawal of reclassification.

16
17 Reclassification will be granted in accordance with Part IV, Section H(5), even if the
18 applicable deadline is not met if the teacher submits a receipt or other similar
19 documentation, proving that a transcript from the applicable educational institution
20 was ordered to be sent to the Board at least 30 days prior to such deadline. Teachers
21 who file a transcript at the Board office and desire verification of receipt may submit
22 an additional copy of the transcript for contemporaneous time stamping.

23
24 6. Present basic provisions for evaluation of professional training shall be retained.

25
26 7. Postgraduate work performed by teachers to obtain primary and/or junior level
27 Montessori certification shall be granted college credits for advancement on the
28 salary schedule.

29
30 Currently employed Montessori teachers shall have their postgraduate Montessori
31 certification courses retroactively evaluated and the credits applied for salary division
32 advancement. Such certification shall be limited to the equivalent of 30 college
33 credits for reclassification purposes.

34
35 8. Occupational and physical therapists shall be allowed college credits toward
36 advancement on the salary schedule for each of the following courses:
37 Neuro-Muscular Developmental Training and the Aryes Sensory Integration
38 Dysfunction Certification Workshop and other courses approved by the Department
39 of Special Services. Courses taken prior to July 1, 1982, will be evaluated and the
40 credits applied toward salary division advancement.

1
2 **I. INSERVICE AND TUITION REIMBURSEMENT**

3
4 **1. INSERVICE**

5
6 a. The Board and the MTEA agree that annual inservice needs exist for the
7 professional staff. As part of developing an annual inservice training
8 program, teachers once every other year shall be surveyed as to suggestions
9 for courses for inservice training. Where teachers are hired to teach the
10 courses, they will be paid their individual hourly rate.

11
12 b. Where inservice is deemed to be necessary, teachers will be paid for
13 inservice as follows:

14
15 1) At their regular daily rate when the inservice is done during regular
16 work hours.

17
18 2) At the part-time certificated rate when the inservice is done after
19 school during a regular workday.

20
21 3) At their regular daily rate when the inservice is done on Saturdays or
22 during the summer.

23
24 The teacher may choose to receive inservice credit rather than payment for the
25 inservice.

26
27 c. When voluntary inservice is scheduled:

28
29 1) Inservice activities may be conducted on any day except Sundays,
30 holidays, or recess periods (i.e., winter recess, spring recess, MTEA
31 Convention).

32
33 2) It shall be scheduled for a time not to exceed the normal workday if
34 conducted on Saturdays or during the summer. One hour within the day
35 will be set aside as a paid break if the inservice is greater than five hours
36 in length.

37
38 3) If the inservice is more than 2.5 hours and 5 hours or less, teachers
39 will be entitled to a paid 15-minute break.
40

1 4) The MTEA shall receive a minimum of ten workdays' notice of all
2 inservice activities that are conducted outside the teacher's regularly
3 scheduled workday.

4
5 5) Any exceptions to the foregoing shall require prior written agreement
6 with the MTEA.

7
8 **2. SPECIAL EDUCATION TRAINING.** Upon recommendation of the
9 superintendent, teachers wishing to take accredited courses in order to qualify for
10 teaching special education classes may have their tuition and books paid for, after
11 completion of the course, by the Board, within budgeted limits, subject to the
12 following limitations:

- 13
- 14 a. The accredited courses must be taken on the teacher's own time.
 - 15
 - 16 b. The teacher may be given such tuition and reimbursement for courses not
17 exceeding 18 credits.
 - 18
 - 19 c. The teacher must earn acceptable grades in the courses taken.
 - 20
 - 21 d. Any credits earned under this program will be counted in establishing
22 salary steps.
 - 23
 - 24 e. Intern and permit teachers hired after the ratification of the 2005-2007
25 contract, receiving such reimbursement, must agree to remain with the district
26 in a special education teaching position for a minimum of two years after
27 certification. Failure to do so will result in repayment of the reimbursed
28 monies.

29
30 **3. READING TRAINING.** The Board shall provide tuition reimbursement
31 within budgeted limits for elementary teachers who do not have six hours in
32 reading and who wish to take such hours, subject to the following conditions:

- 33
- 34 a. Courses are to be taken on the teacher's own time.
 - 35
 - 36 b. Teachers may be given tuition for the appropriate courses not exceeding
37 six hours.
 - 38
 - 39 c. Teachers must earn acceptable grades in the courses.
- 40

PART IV - SECTIONS I, J

1 d. Hours earned will be counted toward salary adjustments.
2

3 **4. HEALTH TUITION.** Employees presently teaching health or interested in
4 teaching health, who are not certified to teach health, may apply for tuition
5 reimbursement for courses leading to certification. The standard policy for tuition
6 reimbursement as for other courses shall be followed. A sum of \$2,000 shall be
7 allocated per year.
8

9 **5. MATHEMATICS AND OTHER NEEDED CERTIFICATION.** Employees
10 interested in teaching mathematics who are not certified in the area may apply for
11 tuition reimbursement for courses leading to certification. In addition, the Board,
12 from time to time, may identify other areas of certification or training for which
13 reimbursement will be granted. Notification shall be given to the MTEA of the new
14 areas of certification and/or training. Tuition reimbursement will be provided based
15 on the following:
16

17 a. Courses are to be taken on the teacher's own time.
18

19 b. Teachers must earn acceptable grades in the courses.
20

21 c. Hours earned will be counted toward salary adjustments.
22

23 A sum of \$5,000 shall be allocated per year.
24

25 **J. NEW TEACHERS AND SCHOOL SOCIAL WORKERS ORIENTATION**
26

27 1. If the Board conducts a program for the introduction of new teachers and
28 social workers into the system, up to three days of orientation prior to the
29 beginning of the employee's work year shall be provided. All new teachers and
30 social workers involved in any orientation program will be compensated at their
31 daily rate of pay.
32

33 2. New employees shall be given an individual written contract together with a
34 copy of this document developed through negotiations with the MTEA. The terms
35 and provisions of each teacher's individual contract shall be in conformity with the
36 terms and provisions of the negotiated contract between the Board and the MTEA.
37

38 3. Where teachers are employed in Division A, a written explanation of their status
39 and the future application of the salary schedule shall be made.
40

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

3
4 **K. FACULTY LOUNGES**

5
6 The Board shall continue to make available a room or rooms appropriately furnished
7 for use as a faculty lounge.

8
9 **L. TEACHER INVOLVEMENT**

10
11 The involvement of teachers in the decision-making process is vital to the continued
12 improvement of the educational program. This involvement must provide meaningful
13 opportunities for input of ideas, needs, and goals of all groups affected, rather than a
14 vote on the issue. The decision is the responsibility of the administrators held
15 accountable. This section shall be subject to arbitration, but the arbitrator shall make
16 no retroactive award.

17
18 **M. TEACHER AND SCHOOL SOCIAL WORKER EVALUATIONS**

19
20 1. The name(s) of the administrative evaluator(s) primarily responsible for the
21 evaluation and who shall sign the evaluation shall be made known to the employee in
22 writing within 30 days of the commencement of the school year. Bargaining unit
23 employees shall not evaluate other bargaining unit employees.

24
25 2. New teachers shall be employed on probation for three years pursuant to the
26 terms of a one-year individual contract. Said contract shall automatically be
27 renewed unless terminated, in accordance with the provisions of this section.
28 Upon attaining their fourth contract, teachers shall achieve tenure status. All non-
29 tenured teachers shall receive a written evaluation at least once per year during the
30 first three years of employment.

31
32 3. After permanent tenure status has been reached, evaluation shall be made as
33 follows:

34
35 a. Annually for the first two years under such status.

36
37 b. At three-year intervals thereafter.

38
39 4. The evaluator(s), when making his/her report, shall use the teacher evaluation
40 form and identify the overall status which most nearly characterizes the teacher for

PART IV – SECTION M

1 whom the evaluation is being made, and a complete written statement shall be
2 submitted in support of his/her appraisal. This evaluation should be based upon and
3 should include all of the following:

- 4
- 5 a. A sufficient number of classroom visitations, observations, and personal
6 conferences.
 - 7
 - 8 b. An analysis of points of strength and weakness, with specific examples.
 - 9
 - 10 c. Definite suggestions for ways in which improvement may be made, if
11 such be necessary.
 - 12

13 Written feedback to the teacher must follow a formal observation. This feedback
14 must be provided by the evaluator on either the mutually agreed upon observation
15 form or by a summary narrative which addresses each expectation on the observation
16 form. Upon the request of a teacher, a post-observation conference must be held
17 after every formal observation which occurs.

18

19 5. The teacher shall be informed of his/her status and the meaning of any
20 evaluation report by the evaluator(s) before it is submitted to central services.
21 He/she shall be permitted to copy the evaluation report and be allowed 48 hours to
22 study the evaluator(s) comments and respond in writing to them, if the teacher so
23 desires. Any written response by the teacher shall be made a part of the original
24 evaluation report and shall remain in the teacher's evaluation file in central services.
25 Teachers will be requested to sign the evaluation report. The teacher's signature
26 does not indicate approval, but merely that it has been reviewed as set forth above.
27 The evaluator(s) may file and the teacher may request a special evaluation at a time
28 other than the specified times for evaluations.

29

30 6. In the event a teacher receives a satisfactory evaluation with an attachment
31 where the evaluator(s) recommends a transfer should be taken under advisement, the
32 teacher shall specify in writing on the attachment whether he/she concurs in the
33 recommendation for transfer. Where the teacher does not concur and upon request
34 of the evaluator(s) or teacher, the MTEA and the director, Department of
35 Administrative Accountability, or administrative specialist shall confer in the
36 building with all parties to resolve the problem. If, as a result of the conference, the
37 director, Department of Administrative Accountability, or administrative specialist
38 concurs in the recommendation of the evaluator(s) and before any action is taken in
39 the matter, they shall:

40

1 a. Notify the teacher and the MTEA within ten workdays in advance that a
2 conference has been scheduled with the superintendent or his/her designee
3 involving the teacher, MTEA, the evaluator(s), and the director, Department
4 of Administrative Accountability, or administrative specialist. The notice will
5 include a statement of the problem. The purpose of the conference shall be to
6 explore possible areas of assistance necessary to overcome the difficulties
7 which have been referred to in the evaluation report.

8
9 b. The decision of the superintendent or his/her designee shall be reduced to
10 writing and, together with the reasons, furnished to the teacher and MTEA. If
11 the MTEA and/or the teacher are not in agreement with the decision, the
12 MTEA may proceed through the final step of the grievance procedure, starting
13 at the third step.

14
15 7. In the event the "Professional Growth Plan" is checked on the evaluation form,
16 the teacher and the evaluator will meet to develop a joint professional growth plan.
17 However, if the evaluator(s) and the teacher are unable to agree on a joint plan or the
18 teacher is not willing to participate in its development, the evaluator(s) will develop a
19 professional growth plan for the teacher. The professional growth plan should
20 include areas of concern, suggestions for remediation, assistance, resources, and
21 goals. It is expected that the evaluator(s) and the teacher will meet periodically
22 during the ensuing school year to review the teacher's progress with respect to this
23 plan.

24
25 8. In the event a teacher receives an unsatisfactory evaluation and the teacher
26 does not concur, upon request of the evaluator(s) or teacher, the MTEA and the
27 director, Department of Administrative Accountability, or administrative specialist
28 shall confer in the building with all parties to attempt to resolve the problem. If, as
29 a result of the conference, the director, Department of Administrative
30 Accountability, or administrative specialist concurs in the recommendation of the
31 evaluator(s) then before any action is taken in the matter, the director, Department
32 of Administrative Accountability, or administrative specialist shall inform the
33 teacher by letter that the unsatisfactory evaluation constitutes a recommendation for
34 non-renewal, if a non-tenured teacher, or termination, if a tenured teacher, in the
35 Milwaukee Public Schools. The letter shall also state the fact that the teacher has
36 ten workdays to request a hearing before the superintendent or his/her designee on
37 the matter. The MTEA shall receive a copy of this letter. If the teacher requests a
38 hearing, he/she shall be sent a notice of the date set for the hearing and the charges
39 involved. The MTEA shall be sent a copy of this notice at least three workdays
40 prior to the hearing.

PART IV – SECTION M

1
2 a. The hearing shall be held within ten workdays to hear the charges and the
3 responses before the superintendent or his/her designee, at which time the
4 teacher may be represented by the MTEA, legal counsel, or any other person
5 of his/her choosing. Within five workdays of the hearing, the teacher and
6 MTEA shall be notified of the decision relative to the charges in writing and
7 reasons substantiating such decision. Such decision shall be signed by the
8 superintendent. Where the MTEA requests a delay in conferences beyond the
9 time limits of the contract, all dates used in this paragraph will be adjusted to
10 reflect this delay.

11
12 b. A non-tenured teacher may appeal the decision through the final step of
13 the grievance procedure in accordance with Part IV, Section M(10), (11), and
14 (12).

15
16 c. The decision for dismissal of the tenured teacher shall be forwarded to the
17 full Board to follow the established procedure, as set forth in the statutes. A
18 teacher who elects to proceed to arbitration shall be considered to have waived
19 the right to pursue this matter in the courts, except as provided in
20 Chapter 298, Wisconsin Statutes.

21
22 9. Where the evaluator(s) evaluates a teacher on an unsatisfactory evaluation and
23 the charges are substantiated, the superintendent or his/her designee may recommend
24 reassignment of the teacher or retention of the teacher in the same assignment. The
25 superintendent or his/her designee shall state the disposition of the recommendation
26 in all records accompanying the unsatisfactory evaluation. Where the charges are not
27 substantiated, the appropriate evaluation shall be made and filed as a replacement.

28
29 10. In the event the superintendent decides to recommend that the teacher's contract
30 not be renewed if non-tenured or terminated if tenured for the subsequent school
31 year, he/she shall, by April 1, notify the Board with a copy to the teacher of the
32 recommendation, together with the specific reasons upon which he/she relied.
33 He/she shall notify the teacher that he/she may, within five workdays request a full
34 and fair hearing before the Personnel Committee if non-tenured and before the full
35 Board if tenured. Any hearing so requested shall be held prior to April 30. The
36 decision of the Committee shall be in writing and shall contain the specific reasons
37 for the decision. It shall be served upon the teacher and his/her representative as
38 soon as possible, but in no case later than May 15.

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

7
8 b. Should there be any dispute between the MTEA and the administration
9 concerning the administration's unsatisfactory evaluation and recommendation
10 for non-renewal of any non-tenured teacher, hired before July 1, 2007, it shall
11 be subject to final and binding arbitration in accordance with the final step of
12 the grievance procedure. In arbitration, the administration shall be required to
13 establish that there exists a factual and rational basis for the unsatisfactory
14 evaluation and recommendation for non-renewal of the non-tenured teacher
15 which is measured by a preponderance of the evidence. The parties to this
16 contract shall make all reasonable efforts to conclude the arbitration hearing
17 prior to June 15. The arbitrator shall be requested to issue his/her decision
18 prior to July 15.

19
20 **NON-RENEWAL OF NON-TENURED TEACHERS HIRED ON OR AFTER**
21 **JULY 1, 2007:**

22
23 c. **First and Second Year Teacher:** The administration shall have the
24 authority to non-renew a first or second year teacher provided it has made
25 reasonable efforts at remediation and that its decision is not arbitrary and
26 capricious. A first or second year teacher identified for non-renewal shall be
27 entitled to a conference with the Board. The Board's decision shall be final
28 and binding and shall be served upon the teacher or his/her representative as
29 soon as possible but no later than May 15.

30
31 d. **Third Year Teacher:** The administration shall have the authority to non-
32 renew a third year teacher provided it has made reasonable efforts at
33 remediation and that its decision has a factual and rational basis and is
34 supported by a preponderance of the evidence. The decision of the Board may
35 be appealed to arbitration by the teacher in accordance with the provisions of
36 the contract relating to grievance arbitration.

37
38 e. The administration shall notify a non-tenured teacher of its decision to
39 non-renew him or her by April 1. He/she shall notify the teacher that he/she,

PART IV - SECTION M

1 within five workdays, may request a conference with the Board. Any
2 conference so requested shall be held by April 30.

3
4 f. Paragraphs c, d, and e of this section shall sunset on June 30, 2012.

5
6 12. A non-tenured teacher, hired for the fall semester, who receives an
7 unsatisfactory evaluation, may, with the consent of the administration, waive the
8 April 1 notice date. June 1 shall become the new notice date. Any new teacher
9 hired for the spring semester who receives an unsatisfactory evaluation shall have
10 June 1 as the notice date. Where any teacher receives June 1 as his/her notice date,
11 the following time schedule shall prevail:

12
13 July 15 -- Hearing before the Personnel Committee

14
15 July 20 -- Decision by Committee

16
17 August 5 -- Arbitration hearing

18
19 August 15 -- Arbitrator's decision

20
21 13. Day-to-day assignment of teachers may only be used during that period
22 necessary to find another appropriate, professional assignment, except as to teachers
23 who have not been initially assigned to a particular building. When a period of time
24 exists in which it is necessary to make day-to-day assignments of appointed teachers,
25 the following procedures shall be implemented:

26
27 a. The substitute dispatch office shall make every effort to place appointed
28 teachers in appropriate assignments of a longer duration, especially
29 assignments which may develop as vacancies.

30
31 b. The evaluator(s) at a school to which an appointed teacher is assigned
32 shall be notified. The evaluator(s) shall evaluate the teacher on each
33 assignment in accordance with the provisions of the contract.

34
35 c. An evaluation in a long-term assignment, 45 days or longer, shall comply
36 with the procedures established for regularly assigned teachers.

37
38 d. A teacher in a short-term assignment may be evaluated after one day of
39 service, but shall be evaluated after three days of service. A yearly evaluation
40 based upon a compilation of the individual short-term evaluations shall be

1 made by the MPS Department of Human Resources. Any adverse short-term
 2 evaluations shall be made known to the teacher and the teacher shall have an
 3 opportunity to have a conference with the evaluator(s) to discuss the
 4 evaluation.

5
 6 14. Teachers shall have the right to see all information in their personnel folder,
 7 relating to their performance during employment in the Milwaukee Public Schools,
 8 including all evaluation records and information about a teacher's performance
 9 placed into files other than the personnel folder, such as in the general
 10 correspondence file, where indexed to the personnel file.

11
 12 When any document is retained by the administrator, the administrator shall do one
 13 of the following:

- 14
 15 a. Give notification to the teacher of the document.
 16
 17 b. Indicate on the document, "Teacher not notified -- not indexed to
 18 personnel file," date and sign such notation.

19
 20 Any document so labeled or filed without a teacher's knowledge shall not be
 21 used against the teacher without first notifying the teacher. The pre-
 22 employment recommendations and the pre-employment practice teaching
 23 evaluations are to be confidential and not subject to review by the teacher.

24
 25 Any recommendation letter of a principal, written specifically as a part of the
 26 application procedure for a non-unit position, shall not be considered as a part
 27 of the teacher's evaluation record and normally need not be shown to the
 28 teacher. It is understood that the MTEA, as the bargaining agent for all
 29 teachers, shall have the right to review a teacher's personnel folder when the
 30 need arises, with the teacher's consent, and such review shall be considered as
 31 a function of the collective bargaining agent's responsibilities.

32
 33 **N. ALLEGATIONS OF MISCONDUCT**

34
 35 1. **MISCONDUCT.** No teacher shall be suspended, discharged, or otherwise
 36 penalized, except for "just cause." No teacher shall be involuntarily transferred,
 37 non-renewed, or placed on a day-to-day assignment as a disciplinary measure. In the
 38 event a teacher is accused of misconduct in connection with his/her employment, the
 39 accusation, except in emergency cases as referred to herein, shall be processed as
 40 follows:

PART IV - SECTION N

1
2 a. The principal or supervisor shall promptly notify the teacher on a form
3 memo that an accusation has been made against the teacher, which if true,
4 could result in proceedings under Part IV, Section N, of the contract. The
5 memo will also indicate that it will be necessary to confer on the matter and
6 that at such conference the teacher will be allowed to be represented by the
7 MTEA, legal counsel, or any other person of his/her choice. This notice shall
8 be followed by a scheduled personal conference during which the teacher will
9 be informed of the nature of the charges of alleged misconduct in an effort to
10 resolve the matter. Resolution of "day-to-day" problems which do not have a
11 reasonable expectation of becoming serious will not necessitate a written
12 memo.

13
14 b. If the matter cannot be resolved under subsection a, the principal or
15 supervisor, within five workdays of the conclusion of such conference, shall
16 specify the charges in writing and provide them to the teacher and the MTEA,
17 with a copy to the director, Department of Administrative Accountability, or
18 administrative specialist. The director, Department of Administrative
19 Accountability, or administrative specialist shall hold a conference on a date
20 which is both agreeable to the MTEA or the alternative primary representative
21 of the teacher and within ten workdays after the receipt of the principal's or
22 supervisor's letter by the MTEA. The teacher may be represented at the
23 conference by the MTEA, legal counsel, or any other person of his/her
24 choice.

25
26 c. If the matter is not resolved in this manner, a hearing shall be held within
27 ten workdays to hear the charges and the response before the executive
28 director of the MPS Department of Human Resources or his/her designee, at
29 which time the teacher may be represented by the MTEA, legal counsel, or
30 any other person of his/her choosing. Within five workdays of the hearing,
31 the teacher and the MTEA shall be notified of the decision relative to the
32 charges in writing and the reasons substantiating such decision.

33
34 d. The superintendent shall, within five workdays, review the decision of the
35 executive director of the MPS Department of Human Resources or his/her
36 designee and issue his/her decision thereon. The MTEA may, within ten
37 workdays, invoke arbitration, as set forth in the final step of the grievance
38 procedure in cases not involving a recommendation for dismissal or
39 suspension. A teacher who elects to proceed to arbitration shall be considered

1 to have waived the right to pursue the matter in the courts, except as provided
2 in Chapter 788, Wisconsin Statutes.

3
4 e. 1) **NON-TENURED.** Where the superintendent, after review of the
5 MPS Department of Human Resources' executive director's
6 recommendation, recommends dismissal of a non-tenured teacher or
7 suspension of a teacher, the teacher may, within ten workdays of receipt
8 of the decision of the superintendent, request a hearing before the
9 Personnel Committee which shall be held within 45 workdays of the
10 request. The Committee, after a full and fair hearing which shall be
11 public or private, at the teacher's request, shall make a written decision
12 specifying its reasons and the action and recommendations, prior to the
13 next full meeting of the Board.

14
15 2) **TENURED TEACHER.** In any case where the superintendent, after
16 review of the MPS Department of Human Resources' executive director's
17 recommendation, recommends dismissal of a tenured teacher, the matter
18 shall be processed in accordance with the provisions of this section,
19 except that the full Board, rather than the Personnel Committee, shall
20 conduct the hearing.

21
22 f. The MTEA may, within ten workdays, invoke arbitration, as set forth in
23 the final step of the grievance procedure. A teacher who elects to proceed to
24 arbitration shall be considered to have waived the right to pursue the matter in
25 the courts, except as provided in Chapter 788, Wisconsin Statutes.

26
27 g. To accommodate scheduling conflicts, the time limits of the misconduct
28 procedure may be modified, on a case-by-case basis, by the mutual consent of
29 the parties responsible for scheduling at the particular step of the procedure
30 where the scheduling conflict arises.

31
32 2. **EMERGENCY SITUATIONS.** When an allegation of serious misconduct
33 which is related to his/her employment is made, the administration may conduct an
34 administrative inquiry which would include ordering the teacher to central services or
35 authorizing him/her to go home for a period not to exceed three days. Authority to
36 order an employee to absent himself/herself from work shall be vested in the
37 superintendent or his/her designee. The administration shall notify the MTEA as to
38 the identification of its designees. In no case can the designee be a member of the
39 bargaining unit. The MTEA shall be notified previous to the decision. No teacher
40 shall be temporarily suspended prior to the administrative inquiry, nor without the

PART IV - SECTIONS N,O

1 opportunity to respond to the charges and have representation of his/her choice as set
2 forth above. No teacher may be suspended unless a delay beyond the period of the
3 administrative inquiry is necessary for one of the following reasons:

- 4
- 5 a. The delay is requested by the teacher.
 - 6
 - 7 b. The delay is necessitated by criminal proceedings involving the teacher.
 - 8
 - 9 c. Where, after the administrative inquiry, probable cause is found to
10 believe that the teacher may have engaged in serious misconduct.
 - 11

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

17

18 **O. PARENT CONFERENCE DAYS**

19

20 The parent/teacher conference schedule of two days per year, if scheduled, shall be
21 conducted during regular school hours on the days established by the negotiated
22 calendar or if modifications are desired as follows:

- 23
- 24 1. The principal will meet with the building representative(s) and discuss
25 parent/teacher conference day options to be developed jointly by the principal,
26 building representative, and parent representatives. After the options are developed,
27 the building representative(s) will conduct a ballot of teachers. Parent representatives
28 will provide meaningful parental input.
 - 29
 - 30 2. The principal and building representatives will meet to review the parent and
31 teacher responses to the options. If a modified parent/teacher conference day
32 schedule is established, the modification will provide a total number of hours for the
33 parent/teacher conference day which are equal to the number of hours in the teacher
34 day (exclusive of the lunch period) at each level (i.e., elementary, K-8, middle, and
35 high).
 - 36
 - 37 3. Principals are to send their written requests for the modified conference days to
38 the Division of Labor Relations. Building representatives are to send a letter with
39 the dates and hours for the conference(s) reflecting the will of the teachers to the
40 MTEA.

1
2 4. If the MTEA and administration cannot agree on a parent/teacher conference
3 modification, then the school will adhere to the negotiated day. On such days,
4 conferences, if scheduled, shall be conducted during regular school hours or on
5 consecutive hours equal to the normal school day not to exceed 9:30 p.m.
6

7 **P. EDUCATIONAL ASSISTANTS**
8

9 It is recognized and agreed that educational assistants are employed to supplement and
10 assist teachers in the performance of their professional duties. It is further recognized
11 that an educational assistant shall not be used to replace or supplant the teacher as the
12 instructional leader.
13

14 **Q. TEXTBOOKS, RESOURCE GUIDES**
15

16 1. **TEACHER EDITIONS.** Where basic textbooks are ordered, teacher editions,
17 where published, will also be ordered.
18

19 2. **RESOURCE GUIDES FOR SPECIAL EDUCATION.** Where requested,
20 resource guides, such as the physical education guide, music guide, and TV
21 schedules shall be provided to the special education teachers in the same manner as
22 they are provided to regular classroom teachers.
23

24 3. **USE OF TEXTBOOKS IN MIDDLE SCHOOLS.** In middle schools,
25 students and teachers shall be allowed to use classroom textbooks until the close of
26 the third last day of the school year.
27

28 **R. MTEA AND TEACHER REPRESENTATION**
29

30 1. **BUILDING REPRESENTATIVE AND SCHOOL REPRESENTATIVE**
31 **COMMITTEE.** The MTEA may, in each school have a building representative and
32 a school representative committee. The administration shall recognize such
33 committee and shall meet with such committee, together with such other persons as
34 deemed proper to be at the meeting to discuss matters related to conditions of
35 employment. Such meetings must be conducted once a month, where a meeting is
36 requested by either the administration or the MTEA committee. More frequent
37 meetings will be held where the situation warrants.
38

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

1
2 **S. SCHOOL FUND, BOARD RULES, AND LOCATIONAL BUDGET**
3

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

10
11 2. **BOARD RULES.** Each time additions, amendments, and/or the Rules of the
12 Board are reprinted, sufficient copies will be furnished to the MTEA for distribution
13 to MTEA building representatives, executive board members, and MTEA staff.
14

15 3. **LOCATIONAL BUDGET.** Locational budget requests for each school,
16 including multi-unit requests shall be developed by the principal who will provide
17 opportunities for teachers to express their needs prior to submission of the requests to
18 the Department of Finance.

19
20 When the approved locational budget is returned to the school, teachers shall be
21 provided the opportunity to learn of the total amounts and line item approved for
22 each category.
23

24 Teachers shall be provided the opportunity to review with the principal or his/her
25 designee the status of funds remaining in each category of the budget and the status
26 of requisitions in process, completed, or canceled.
27

28 **T. OTHER TEACHING CONDITIONS AND EDUCATIONAL**
29 **IMPROVEMENTS**
30

31 1. **SPECIAL GROUPS.** Additional supplementary provisions for special groups
32 referred to in Appendix E are a part of this contract.
33

34 2. **PARENT COMPLAINTS.** Whenever a parent registers a serious complaint
35 against a teacher, the principal shall inform the teacher of the nature of the complaint
36 and give a copy of the disposition to the teacher in writing. A teacher may respond
37 in writing to the disposition. Such response shall be attached to the disposition.
38

39 3. **UPHAM WOODS.** Participation in programs at Upham Woods shall be
40 voluntary. Teachers who participate in such programs shall have regularly scheduled

1 relief time during which they may leave the camp area and engage in pursuits of a
2 personal nature. This relief time shall be arranged on a rotating schedule by the
3 camp director and participating staff members to ensure adequate supervision of the
4 children.

5
6 **4. PHYSICALLY UNATTACHED SITES.** Teachers assigned to sites physically
7 separated from a school will work under the direction of a principal if the site is
8 attached to a regular school, or under the direction of a project director, or
9 supervisor having responsibility for the program.

10
11 **5. PHYSICAL CONDITIONS OF BUILDINGS.** Where physical conditions in
12 a building or classroom affect the health and safety of teachers, the director,
13 Department of Administrative Accountability, or administrative specialist and
14 MTEA shall confer in the building within a reasonable period of time. If
15 necessary, the City Health Department may be consulted.

16
17 **6. PARENT OR LEGAL APPEALS UNDER CHAPTER 115.** In parent
18 appeals or legal actions arising in connection with Chapter 115, Wisconsin Statutes,
19 which involve members of the MTEA bargaining unit, the following shall apply:

20
21 a. The MTEA shall be furnished notice of such appeal once a hearing is
22 scheduled.

23
24 b. In the event that legal action is brought against a teacher arising out of the
25 performance of duties related to Chapter 115, Wisconsin Statutes;
26 Chapter 895, Wisconsin Statutes; and the contract shall apply.

27
28 **7. TELEPHONES.** A telephone shall be available in each school in a location
29 suitable for teacher communication with parents and agencies and the conduct of
30 other school-related business.

31
32 **8. DUAL ASSIGNMENT.** Teachers assigned to more than one school will not be
33 singled out for duties inconsistent with the amount of duties that the teacher would
34 receive if they were assigned to one school.

35
36 **9. LOCAL SCHOOL GOVERNANCE.** All schools shall have a system of local
37 school governance.

38
39 **10. SAFETY AND SECURITY.** The MBSD and MTEA recognize that the
40 introduction of new technologies to assist and enhance the ability to provide safe and

1 secure teaching and learning environments is valued. No technology will be used to
2 observe any teacher without his/her knowledge. Each year each staff member in any
3 building with a security/surveillance system will be apprised of the location and
4 operation of any system that may record his/her image and/or spoken words.

5
6 Security/surveillance technology will not be used to document teacher performance
7 or conduct that may lead to a negative evaluation. In the event security surveillance
8 technology appears to reveal conduct, which could lead to misconduct, the employee
9 involved and the MTEA will promptly be informed and given the opportunity to
10 review the material.

11
12 The MBSD and MTEA agree that the security/surveillance systems or any other
13 technology will not be used to record or observe MTEA union meetings; professional
14 committee meetings with schools; meetings of teachers engaged in professional
15 activities before, during, or after his/her workday; or any other gathering of
16 professional educators covered by the collective bargaining agreement.

17
18 The MBSD and MTEA agree that data and images obtained by MPS security and
19 surveillance systems shall not be disclosed to the public except to the extent allowed
20 by law.

21
22 **U. COMMUNICABLE DISEASES**

23
24 The Board shall take the following steps to safeguard teachers against communicable
25 diseases:

- 26
27 1. Teachers shall be notified if any individual in the building is known to be a
28 carrier of a communicable disease. Such notification shall be limited to the extent
29 permitted by confidentiality of medical records.
30
31 2. The Board will provide appropriate supplies and a description of proper
32 procedures for dealing with students with communicable diseases.
33
34 3. Teachers who request to be tested to determine the presence of communicable
35 disease antibodies in their blood should, upon individual request, receive such testing
36 at Board expense.
37
38 4. Teachers who are at a heightened risk shall be afforded the opportunity, on a
39 voluntary basis, to be reassigned from contact with students known to have a
40 communicable disease which pose a health threat to them.

1
2
3 **PART V**
4

5 **TEACHER ASSIGNMENTS AND REASSIGNMENTS**
6

7 **A. ASSIGNMENT**
8

9 The MTEA recognizes the statutory power of the superintendent to assign teachers
10 unless otherwise limited by this agreement.
11

12 **B. ASSIGNMENTS WITH TEACHING CERTIFICATE**
13

14 Teachers shall not be assigned outside the scope of their teaching certificates or their
15 major or minor field of certification for more than one year.
16

17 **C. ASSUMPTION OF TEMPORARY ADMINISTRATIVE DUTIES**
18

19 1. Bargaining unit employees may on a voluntary basis temporarily assume the
20 duties of acting principal, assistant principal, assistant in administration, or other
21 supervisory positions. Upon conclusion of the temporary administrative assignment,
22 the bargaining unit employee shall return to his/her regular bargaining unit
23 assignment. No temporary administrative assignment shall continue beyond the end
24 of the school year in which the assignment was accepted.
25

26 2. Bargaining unit employees who temporarily assume the duties of acting
27 principal, assistant principal, assistant in administration, or other supervisory
28 positions shall be paid, in addition to their regular salary, at the rates set forth in the
29 Appendix A application.
30

31 3. Bargaining unit employees, in elementary schools where no assistant principal is
32 assigned or where an assistant principal is assigned less than full time, who are
33 designated as in-charge in the absence of the principal will be paid the amount as
34 established in the Appendix A application in lieu of the rates established for the
35 assumption of administrative duties.
36

37 **D. PREFERENCE OF ASSIGNMENT**
38

39 Teachers each year may express in writing to their principal their preferences of grade
40 assignment, subject areas, and extracurricular assignment, if any. Their requests shall

PART V - SECTIONS D, E, F

1 be given consideration as vacancies occur within the school. Seniority and academic
2 preparation will be major considerations, but not controlling in such assignment. Grade
3 and class teaching assignments, even though incomplete, tentative, and subject to
4 change, shall be made known in writing before the closing date of the semester.

5
6 **E. RESIGNATION**

7
8 1. Teachers who plan to resign at the end of the first semester shall give written
9 notice of resignation to the superintendent by November 1. Teachers who plan to
10 resign at the end of the second semester shall give written notice of resignation to the
11 superintendent by March 1. Teachers who resign the last day of the school year or
12 during the summer shall be eligible for normal fringe benefit payments that continue
13 through the summer.

14
15 2. All contracted teachers leaving their employment with the district at any time,
16 for any reason, except retirement, the employee's documented health related reasons
17 (career ending), or documented health care related reasons where the employee is the
18 primary caregiver shall be required to reimburse the Board the amount of \$500 as
19 liquidated damages if they have not provided written notice to the Department of
20 Human Resources, Certificated Staffing, at least 30 calendar days in advance of the
21 last day to be worked.

22
23 If monies are due a teacher from the Board as of the last day worked, the liquidated
24 damages amount may be deducted from any remaining paychecks as a payroll
25 deduction(s).

26
27 **F. SENIORITY DEFINITION**

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

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

11 12 **G. REASSIGNMENT**

13
14 Once assigned to a building, teachers will not be involuntarily reassigned, except in
15 cases of reduction in enrollment, voluntary transfers, assignment of relatives, conduct,
16 or evaluation as defined below:

17
18 **1. REDUCTION IN ENROLLMENT.** When a reduction in the number of
19 teachers is necessary, qualified volunteers shall be first reassigned. If more than one
20 teacher volunteers to be excessed, excessing shall be done in order by seniority.
21 Then reassignment shall be made on the basis of years of service in the Milwaukee
22 system with those teachers most recently appointed to the school system being
23 reassigned first, except where departmental, necessary extracurricular, kindergarten,
24 primary, intermediate, or upper grade level needs prevail. The Board may deviate
25 from the above to maintain a gender balance in physical education positions.

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

PART V – SECTION G

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

5
6 Exceptions to the above will be made in the following cases:

7
8 a. Transfers will be allowed from an individual school's staff provided that
9 no more than 25 percent of an individual school's staff need be allowed to
10 leave the school in any one year through transfer.

11
12 b. Schools which have or are beginning special modes of instruction shall be
13 listed and advertised separately. Applicants will be selected from among those
14 interested and qualified for such assignment in order of seniority except for
15 10 percent of the positions. Applications for special programs do not preclude
16 a teacher from also filing a regular transfer request. This provision shall not
17 apply to program improvement programs.

18
19 c. When opening a new school, department chairpersons and counselors will
20 be identified from among those requesting transfer a semester in advance of
21 the opening of the school. Department chairpersons will be identified from
22 among teachers who had requested a transfer and who should have had
23 sufficient seniority to transfer into the building if the entire school would have
24 been opened a semester in advance.

25
26 d. The Board may deviate from the above to maintain a gender balance in
27 physical education positions in individual schools.

28
29 3. **ASSIGNMENT OF RELATIVES.** Where staff members marry, it is desirable
30 to have either the husband or wife transfer to a new school. However, such transfer
31 is not required.

32
33 4. **PERSONNEL PROCEDURES.** Personnel procedures shall be handled as set
34 forth in the contract.

35
36 5. **EVALUATION.** Evaluation shall be handled as set forth in the contract.
37

1 **H. LIST OF VACANCIES**

2
3 If schools are restaffed at midyear, the list of existing vacancies will be posted on
4 school bulletin boards on December 1.

5
6 **I. REASSIGNMENT REQUESTS**

7
8 Requests for reassignment shall be made not later than June 1 if they are to be
9 considered for the following school year. Requests for reassignment shall be made not
10 later than December 15 if they are to be considered for the second semester of a school
11 year. Reassignment requests filed not later than June 1 or December 15 will be kept
12 active until February 15 of each school year. On February 15 of each school year, all
13 said requests will be stored for a period of three years before the forms are destroyed.
14 Teachers desiring a voluntary transfer for the subsequent school year must file a new
15 request for reassignment not later than June 1 for the following school year or not later
16 than December 15 for the second semester.

17
18 **J. ASSIGNMENT TO A PARTICULAR SCHOOL**

19
20 1. Teachers shall be assigned to a particular building where a vacancy exists, as
21 long as the teachers are qualified within their teaching certificates issued by the
22 Department of Public Instruction (DPI), possess special skills and training needed¹,
23 and possess any additional qualifications as established by the Board. In the event
24 the Board decides to impose additional qualifications beyond those established by the
25 DPI, the Board shall notify the MTEA of such additional qualifications and meet
26 with the MTEA to discuss whether such qualifications are reasonably job-
27 performance related. The Board shall grant tuition reimbursement to those teachers
28 presently in assignments who must obtain additional credits as a result of the
29 imposition of qualifications beyond DPI certification. Established tuition
30 reimbursement procedures shall apply. For each three credits or other non-credit
31 additional qualifications beyond DPI certification, teachers shall be given one full
32 semester to complete said three credits of additional qualifications. The foregoing
33 timelines will be extended if courses are not readily available. Where teachers have
34 left an assignment, pursuant to a specific provision of this contract, they shall be
35 reassigned in accordance with the following order of priorities:

- 36
37 a. Teachers displaced from a particular building due to a reduction in
38 enrollment in accordance with Part V, Section G(1), teachers requesting

¹ See footnote 2, p. 125.

1 reassignment in accordance with Part V, Section G(3), teachers requesting
2 reassignment in accordance with Part V, Section G(2), teachers returning from
3 a leave of absence, and teachers being reassigned in connection with the
4 section on evaluation. Exceptions to this section may be made to provide
5 meaningful assignments to those teachers being transferred as a result of
6 evaluation.

7
8 b. Unassigned teachers as a result of premature curtailment of leave and
9 unassigned teachers as a result of overhiring.

10
11 c. New teachers in the system who have not as yet taught in the Milwaukee
12 Public Schools.

13
14 2. Whenever there are two or more qualified teachers to fill a vacancy in any one
15 of the above categories, preference shall be given to the teacher or teachers with the
16 greatest systemwide seniority. The MTEA recognizes that there may be an occasion
17 where departmental, extracurricular, kindergarten, primary, intermediate, upper
18 grade level, or counseling needs cannot be met in a specific instance through the
19 provisions of this section. In such instance, the administration will give the teacher,
20 upon request, reasons for the departure from these provisions. If the teacher
21 requests, such reasons shall be reduced to writing.

22
23 **K. STAFFING OF SPECIALTY SCHOOLS**

24
25 1. **EXISTING TOTALLY SPECIALIZED BUILDINGS.** In any school which
26 has a program in a special mode of instruction such as but not limited to open
27 education, fundamental education, continuous progress, multi-unit individually
28 guided education, teacher pupil learning center, gifted and talented, and creative arts,
29 vacant positions will be filled from a list of qualified applicants. In the event the
30 Board decides to establish additional qualifications beyond those established by the
31 DPI, the Board shall notify the MTEA of such additional qualifications and meet
32 with the MTEA to discuss whether such qualifications are reasonably job-
33 performance related. The Board shall grant tuition reimbursement to those teachers
34 presently in assignments who must obtain additional credits as a result of the
35 establishment of qualifications beyond DPI certification. Established tuition
36 reimbursement procedures shall apply. For each three credits or other non-credit
37 additional qualifications beyond DPI certifications, teachers shall be given one full
38 semester to complete said three credits of additional qualifications. Extensions to this
39 timeline will be granted when courses are not readily available.
40

1 A qualified applicant is a teacher who has expressed an interest in the vacancy by
 2 filing an application, has the basic DPI certification required, possesses all additional
 3 qualifications established by the Board, and who meets at least one of the following
 4 conditions:

5
 6 a. Previous experience in the particular specialty.

7
 8 b. Has taken or completes before the beginning of the next semester, college
 9 courses in the specialty, or vocational-technical courses where applicable, or
 10 inservice training in the particular specialty. When the necessary college
 11 courses, vocational-technical courses, or inservice training are not reasonably
 12 available to the teachers wishing to participate, the school administration will
 13 establish inservice programs that fulfill the training requirements.
 14

15 For elementary specialties or modes of instruction, a qualified applicant is a
 16 teacher who has the applicable qualifications set forth above. For secondary
 17 specialties, the applicant must also have the applicable qualifications set forth in the
 18 paragraph above, but in particular instances may also be required to have specific
 19 training or a specific skill.²
 20

21 Teachers assigned to a specialty school during the 1976-77 school year are qualified
 22 for that specialty in terms of the above criteria. One inservice program designed for
 23 that specialty and offered for the teachers in the specialty may be required. Said
 24 programs shall not exceed 60 hours over the three years of the contract, the dates of
 25 said programs to be negotiated with the MTEA. In the event the Board decides to
 26 establish additional qualifications beyond those established by the DPI, the Board
 27 shall notify the MTEA of such additional qualifications and meet with the MTEA to
 28 discuss whether such qualifications are reasonably job-performance related. The
 29 Board shall grant tuition reimbursement to those teachers presently in assignment
 30 who must obtain additional credits as a result of the establishment of qualifications
 31 beyond DPI certification. Established tuition reimbursement procedures shall apply.
 32 For each three credits or other non-credit additional qualifications beyond DPI
 33 certifications, teachers shall be given one full semester to complete said three credits

² For example, a physical education teacher position in one 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.

PART V - SECTION K

1 of additional qualifications. Extensions to this timeline will be granted when courses
2 are not readily available.

3
4 In any school which has a Montessori program, vacant positions will be filled from a
5 list of qualified applicants.

6
7 A qualified applicant is a teacher who has expressed an interest in the vacancy by
8 filing an application, has the basic DPI certification and an American Montessori
9 Society or Association Montessori Internationale certification required, possesses all
10 additional qualifications established by the Board, and is willing to participate in
11 inservice programs designed for teachers in the specialty, if such inservice is deemed
12 to be necessary. In the event the Board decides to establish additional qualifications
13 beyond those established by the DPI, the Board shall notify the MTEA of such
14 additional qualifications and meet with the MTEA to discuss whether such
15 qualifications are reasonably job-performance related. The Board shall grant tuition
16 reimbursement to those teachers presently in assignments who must obtain additional
17 credits as a result of the establishment of qualifications beyond DPI certification.
18 Established tuition reimbursement procedures shall apply. For each three credits or
19 other non-credit additional qualifications beyond DPI certifications, teachers shall be
20 given one full semester to complete said three credits of additional qualifications.
21 Extensions to this timeline will be granted when courses are not readily available.

22
23 In any elementary school which is a second language proficiency school, vacant
24 positions will be filled from a list of qualified applicants. A qualified applicant is a
25 teacher who has expressed an interest in the vacancy by filing an application, has the
26 basic DPI certification required for the grade level and subject, possesses all
27 additional qualifications established by the Board, and can speak, read, and write the
28 school's second language. In the event the Board decides to establish additional
29 qualifications beyond those established by the DPI, the Board shall notify the MTEA
30 of such additional qualifications and meet with the MTEA to discuss whether such
31 qualifications are reasonably job-performance related. The Board shall grant tuition
32 reimbursement to those teachers presently in assignments who must obtain additional
33 credits as a result of the establishment of qualifications beyond DPI certification.
34 Established tuition reimbursement procedures shall apply. For each three credits or
35 other non-credit additional qualifications beyond DPI certifications, teachers shall be
36 given one full semester to complete said three credits of additional qualifications.
37 Extensions to this timeline will be granted when courses are not readily available.
38

1 For paragraph 1, assignments will be made in accordance with systemwide seniority
 2 to vacancies known by July 1, or by the date on which the general assignment of
 3 students to schools occurs, whichever date comes later.

4
 5 **2. EXISTING SPECIALTY PROGRAMS WITHIN BUILDINGS.** In any
 6 school which has specialized courses, programs, or modes of instruction in addition
 7 to the regular program, vacancies shall be filled in the following order:

- 8
 9 a. Qualified applicants currently at the school
 10
 11 b. Other qualified applicants
 12

13 For elementary specialties or modes of instruction, a qualified applicant is a teacher
 14 who has the applicable qualifications set forth in paragraph 1 plus all additional
 15 qualifications established by the Board. For secondary specialties, the applicant must
 16 also have the applicable qualifications set forth in paragraph 1 and all additional
 17 qualifications established by the Board, but in particular instances may also be
 18 required to have specific training or a specific skill.³ In the event the Board decides
 19 to establish additional qualifications beyond those established by the DPI, the Board
 20 shall notify the MTEA of such additional qualifications and meet with the MTEA to
 21 discuss whether such qualifications are reasonably job-performance related. The
 22 Board shall grant tuition reimbursement to those teachers presently in assignments
 23 who must obtain additional credits as a result of the establishment of qualifications
 24 beyond DPI certification. Established tuition reimbursement procedures shall apply.
 25 For each three credits or other non-credit additional qualifications beyond DPI
 26 certifications, teachers shall be given one full semester to complete said three credits
 27 of additional qualifications. Extensions to this timeline will be granted when courses
 28 are not readily available.
 29

30 In any school which has a bilingual program, vacant positions requiring the second
 31 language will be filled from a list of qualified applicants. A qualified applicant is a
 32 teacher who has expressed an interest in the vacancy by filing an application, has the
 33 basic DPI certification required for the grade level and subject, possesses all
 34 additional qualifications established by the Board, and can speak, read, and write the
 35 school's second language. In the event the Board decides to establish additional
 36 qualifications beyond those established by the DPI, the Board shall notify the MTEA
 37 of such additional qualifications and meet with the MTEA to discuss whether such

³ See footnote 2, p. 125.

1 qualifications are reasonably job-performance related. The Board shall grant tuition
2 reimbursement to those teachers presently in assignments who must obtain additional
3 credits as a result of the establishment of qualifications beyond DPI certification.
4 Established tuition reimbursement procedures shall apply. For each three credits or
5 other non-credit additional qualifications beyond DPI certifications, teachers shall be
6 given one full semester to complete said three credits of additional qualifications.
7 Extensions to this timeline will be granted when courses are not readily available.
8

9 Assignment of qualified applicants to vacancies will be made first from applicants
10 within the school in the order of systemwide seniority and second from other
11 applicants on the basis of systemwide seniority to vacancies known by July 1 or by
12 the date on which the general assignment of students to schools occurs, whichever
13 date comes later. In the event the Board decides to establish additional qualifications
14 beyond those established by the DPI, the Board shall notify the MTEA of such
15 additional qualifications and meet with the MTEA to discuss whether such
16 qualifications are reasonably job-performance related. The Board shall grant tuition
17 reimbursement to those teachers presently in assignment who must obtain additional
18 credits as a result of the establishment of qualifications beyond DPI certification.
19 Established tuition reimbursement procedures shall apply. For each three credits or
20 other non-credit additional qualifications beyond DPI certifications, teachers shall be
21 given one full semester to complete said three credits of additional qualifications.
22 Extensions to this timeline will be granted when courses are not readily available.
23

24 **3. NEW SPECIALTY SCHOOLS AND PROGRAMS.** When a new specialty
25 school or program is created, notice of the program and teacher qualification criteria
26 will be publicized at the earliest possible opportunity. Teacher positions shall be
27 filled in the following order:
28

29 a. From qualified applicants currently at the school in order of systemwide
30 seniority.
31

32 b. From other qualified applicants in order of systemwide seniority.
33

34 For an elementary program or school, a qualified applicant is a teacher who has the
35 applicable qualifications set forth above in paragraph 1 plus all additional
36 qualifications established by the Board. For secondary programs or schools, the
37 applicant must also have the applicable qualifications set forth in paragraph 1 and all
38 additional qualifications established by the Board, but in particular instances may also

1 be required to have specific training or a specific skill.⁴ In any school which has a
 2 bilingual program, a qualified applicant for vacant positions requiring a second
 3 language will be the same as that set forth in paragraph 2 including all additional
 4 qualifications established by the Board. The cutoff date for the use of the seniority
 5 provision is the same as that described in paragraph 2. In the event the Board
 6 decides to establish additional qualifications beyond those established by the DPI, the
 7 Board shall notify the MTEA of such additional qualifications and meet with the
 8 MTEA to discuss whether such qualifications are reasonably job-performance
 9 related. The Board shall grant tuition reimbursement to those teachers presently in
 10 assignment who must obtain additional credits as a result of the establishment of
 11 qualifications beyond DPI certification. Established tuition reimbursement
 12 procedures shall apply. For each three credits or other non-credit additional
 13 qualifications beyond DPI certifications, teachers shall be given one full semester to
 14 complete said three credits of additional qualifications. Extensions to this timeline
 15 will be granted when courses are not readily available.

16
 17 In the special case of Rufus King College Preparatory School to be opened for the
 18 1978-79 school year, teacher qualifications (as defined in Part V, Section K[1], with
 19 the exception of inservice training) based upon curricular needs plus all additional
 20 qualifications established by the Board, will be used. In all other respects
 21 paragraph 3 applies. In the event the Board decides to establish additional
 22 qualifications beyond those established by the DPI, the Board shall notify the MTEA
 23 of such additional qualifications and meet with the MTEA to discuss whether such
 24 qualifications are reasonably job-performance related. The Board shall grant tuition
 25 reimbursement to those teachers presently in assignments who must obtain additional
 26 credits as a result of the establishment of qualifications beyond DPI certification.
 27 Established tuition reimbursement procedures shall apply. For each three credits or
 28 other non-credit additional qualifications beyond DPI certifications, teachers shall be
 29 given one full semester to complete said three credits of additional qualifications.
 30 Extensions to this timeline will be granted when courses are not readily available.

31
 32 **4. STAFF COMPATIBILITY WITH A SPECIALIZED PROGRAM.** If a
 33 teacher feels that he/she is incompatible with the mode of instruction to which he/she
 34 is assigned, that teacher shall at the earliest opportunity inform the principal so that
 35 the principal can confer with the teacher. If the principal perceives that a teacher is
 36 incompatible with a particular mode of instruction, the principal shall observe and
 37 evaluate in accordance with Part IV, Section M. If after the result of either of these

⁴ See footnote 2, p. 125.

1 actions, the teachers and the principal concur in the recommendation to transfer, the
2 transfer will be initiated without reflecting upon the permanent evaluation file of the
3 teacher. If the principal initiates the action and the teacher does not concur, the
4 procedures incorporated in Part IV, Section M, shall be followed. In either case, the
5 provisions of Part V, Section J(1)(a), which provide meaningful assignments for
6 those transferred as a result of evaluation shall apply.

7
8 Nothing in this paragraph should be interpreted as preventing the principal from
9 filing a regular evaluation.

10
11 **L. SCHOOL SOCIAL WORKERS NOTIFICATION PROCEDURE**

12
13 School social workers shall be notified of vacancies as such occur including newly
14 created positions and vacancies resulting from reassignments.

15
16 Social workers shall be notified by letter sent first class mail to their homes within 15
17 workdays following the occurrence of any vacancy(ies). The letter of notification shall
18 contain the following information:

- 19
20 1. Name of program in which vacancy exists
21
22 2. School to be served
23
24 3. Location of social worker's office
25
26 4. Approximate pupil population responsibility
27
28 5. Length of work year

29
30 Social workers may make application for transfer to any vacant position(s) within seven
31 workdays when notification for that position(s) was mailed.

32
33 When there is an increase or decrease in the number of positions within a particular
34 program of social work services, and if changes in school assignments are necessary,
35 school assignments shall be made on a fair basis, after a discussion with those social
36 workers whose school assignments are planned to be changed.

1 **M. FILLING VACANCIES**

2
3 Teacher vacancies occurring after November 15 and March 15 may be filled by long-
4 term substitutes for the duration of the first and second semester, respectively. These
5 substitutes are to be paid in accordance with the regular teacher salary schedule and are
6 to receive full fringe benefits except for pensions.

7
8 **N. ABSENCE BEYOND 45 DAYS**

9
10 Any employee defined as a teacher in 40.02(55) of the Wisconsin Statutes who is absent
11 for more than 45 school days during a half year shall present a certificate of satisfactory
12 state of health for public school teaching service from a medical examiner of the
13 Milwaukee Health Department, and at least three days prior to resumption of service,
14 shall give written or oral notice to the superintendent of intention to return.

15
16 **O. OUT OF ASSIGNMENT**

17
18 A teacher shall be considered out of assignment under any one of the following
19 conditions:

- 20
21 1. If absent more than 60 school days during a semester.
22
23 2. If absent the first day of the school year without notice to central services giving
24 a good and sufficient reason for the prospective absence.
25
26 3. Upon being granted a leave of absence.

27
28 **P. REASSIGNMENTS THROUGH SCHOOL INTERVIEWS**

29
30 All schools/programs shall have the opportunity to participate in the interview process.

- 31
32 1. In January of each school year, schools/programs that have not participated in
33 the school interview process during the previous school year shall decide if the
34 school/program will participate in the interview process for the next school year.
35
36 2. Schools/programs may become eligible to participate in the interview process by
37 a vote of at least 51 percent of the teaching staff. The election shall be conducted by
38 the MTEA building representatives of the school/program. On or before February 1,
39 the results of the vote must be sent to the MPS Department of Human Resources,
40 Staffing Services.

1
2 All schools/programs electing to participate in the interview process shall elect their
3 school/program interview team(s) during January. On or before the first Friday in
4 February, the school administrator/school leader/program administrator must send
5 the interview team list to the MPS Staffing Services.
6

7 3. At qualified schools/programs, all full-time teacher vacancies for the following
8 school year, which are known through June 1, shall be filled through a process of
9 school-based interviews as follows:
10

11 a. As soon as possible after March 1, vacant positions at schools/programs
12 shall be posted on the MPS Human Resources Website and in all MPS schools
13 and facilities with a copy to the MTEA. The postings shall also be mailed to
14 employees on leave in accordance with established procedures.
15

16 b. A schedule of informational meetings at qualified schools/programs
17 having vacancies shall be included with the postings. The informational
18 meetings shall provide interested teachers with information about the
19 school's/program's philosophy, expectations of teachers, and special
20 qualifications (if any are required under Part V, Sections J and K). The
21 meetings will take place on school days after the regular workday.
22

23 c. The informational meetings shall be held beginning five workdays after
24 the posting date of the vacancy list. The meeting(s) will be held at the
25 school/program site during the next six workdays.
26

27 d. MPS teachers who wish to interview for posted vacancies shall submit the
28 appropriate application forms to each school/program of interest to them by
29 the deadline date.
30

31 e. School interview teams shall be allowed to begin to interview teacher
32 candidates for vacant positions commencing three workdays after the
33 completion of the six-day period for school informational meetings.
34

35 f. The school interview process shall occur by using approximately two-
36 week or approximately three-week cycles beginning after March 1 and ending
37 on or about June 30. The first cycle of school interviews shall be open to: 1)
38 all MPS teachers eligible to transfer; 2) any new hires cleared for interview in
39 "high need" certification areas, specifically, special education, bilingual
40 education, math, and science; and 3) any new hires cleared for the interview

1 process in those schools participating in the NEA Foundation Grant or School
2 Identified for Improvement (SIFI) schools, not to exceed a total of 40 schools.
3 The parties will meet annually prior to February 1 to identify any changes in
4 the designated SIFI schools and/or high need certification areas. On or before
5 the last day of each cycle, the school/program shall forward the applications of
6 the selected teachers to the MPS Certificated Staffing office (faxes are
7 permissible).

8
9 g. Within five workdays, MPS Certificated Staffing will send reassignment
10 notices to the affected teachers and to the selected school/program. If multiple
11 schools/programs have selected the same teacher, Certificated Staffing will
12 contact the teacher to choose the school he/she wants.

13
14 h. After the completion of cycle one, MPS shall again post the vacancies
15 known at that point in time to begin cycle two of the process.

16
17 i. All remaining cycles of the interview process shall include currently
18 employed certified MPS teachers eligible to transfer, student teachers, interns,
19 permits, and new hires who have been cleared for interview by MPS
20 Certificated Staffing. On or before the last day of each additional cycle, the
21 school/program shall forward the applications of the selected teachers to MPS
22 Certificated Staffing (faxes are permissible). Reassignments made during
23 these cycles shall occur the same as (g) above.

24
25 j. The school interview process shall not occur between July 1 and the third
26 Friday staffing of each year.

27
28 k. A teacher may withdraw his/her name from consideration for the position
29 he/she interviews through the close of business, 5:00 p.m., on the day
30 following the interview. Withdrawal requests must be made in writing and
31 presented in person to MPS Certificated Staffing by the teacher or his/her
32 representative. Failure to withdraw an application may result in the teacher's
33 assignment to the school/program at which he/she interviewed.

34
35 l. Teacher interviews shall be conducted by the school's/program's
36 interview team, consisting of an on-site administrator, where possible the
37 curriculum generalist, teachers, and at least one parent. A majority of the
38 team shall be teachers. Schools/programs have the option of establishing
39 more than one team based on the number of and nature of their vacancies.
40 Through a uniform process conducted by the MTEA building representative,

1 the teachers at each school/program shall elect the teachers for the team. The
2 MPS administration shall be solely responsible for providing training to all
3 persons involved in the interview process regarding discrimination laws and
4 other statutes and regulations that impact on how interviews must be
5 conducted. The MBSD agrees that teachers serving on school interview teams
6 are acting within the scope of their employment. The MBSD shall defend and
7 hold harmless such teachers for actions within the scope of their employment
8 as defined by Wis. Stats. Sections 895.35 and 895.46. The Board agrees to
9 indemnify and to hold the MTEA harmless for damages, including legal fees,
10 in any suit, action, claim, or other federal, state, or local government
11 proceeding which is brought against the MTEA to challenge this clause or its
12 application. The application of this indemnification provision is contingent
13 upon the cooperation of the MTEA in the investigation and defense of any
14 such suit, action, claim, or other proceeding.

15
16 m. The school interview team shall review the application forms and
17 determine which applicants to interview.

18
19 n. Team members may attempt to reach consensus in selecting an applicant
20 to fill a vacancy. If consensus is not reached, a majority must agree to select
21 an applicant.

22
23 o. The selection of a new teacher by the interview team at a school/program
24 shall not result in the layoff of any presently employed MPS teacher(s).

25
26 p. After completion, the MPS Department of Human Resources, Certificated
27 Staffing, shall prepare an alphabetical listing of all teachers who have been
28 reassigned through the school interview process, along with their present
29 school/program assignment and position and their new school/program
30 assignment and position. MPS shall provide the MTEA with a copy of this
31 listing and the information it routinely provides to the MTEA during the
32 regular staffing process.

33
34 q. Representatives of MPS Certificated Staffing and the MTEA shall meet in
35 February of each school year to determine the exact dates of postings,
36 informational meetings, and each school interview staffing cycle.

37
38 4. The interview process shall also apply to vacant full-time social worker,
39 elementary guidance counselor, librarian, and specialist (art, music, and physical
40 education) positions at qualified schools. However, at schools where it is known that

1 a position in any of these categories is being expanded to a full-time position for the
2 following school year, the person currently in the position shall assume the full-time
3 position if he/she holds seniority rights to the current position at the school, unless
4 the person chooses to declare himself/herself excessed effective at the end of the
5 school year. (The inclusion of full-time social worker and elementary guidance
6 positions in the interview process shall not change any of the grievance decisions,
7 arbitration awards, memoranda of understanding, and the past practices for these
8 categories of employees.)
9

10 5. Teachers selected by interviews shall be considered reassigned for the following
11 school year and may not exercise their rights to a voluntary transfer under the
12 seniority or interview transfer provisions of the contract for three years.
13

14 6. For schools that do not have an on-site administrator, an interview team shall
15 consist of one parent of a student attending the school and two teachers assigned to
16 the school, elected in accordance with paragraph 2 above.
17

18 7. INCOMPATIBILITY TRANSFER

19
20 a. A tenured teacher requesting an incompatibility transfer under Part V,
21 Section P, shall confer with his/her evaluator. Following this conference, an
22 Incompatibility Transfer form shall be completed. The teacher shall be
23 transferred as of the earliest opportunity, the Incompatibility Transfer form shall
24 be destroyed, and there shall be no documentation of the reassignment in the
25 permanent file of the teacher.
26

27 b. Teachers who have received an unsatisfactory evaluation form may not be
28 reassigned under this provision.
29

30 c. First year teachers who have been offered or are working with a mentor
31 teacher pursuant to Part XIII of the contract may not be reassigned under this
32 provision.
33

34 d. Teachers in their second year of employment are eligible to transfer under
35 this section in the second semester of their second year of employment (or 4th
36 semester of employment). During the first semester of a teacher's second year
37 of employment (or 3rd semester if hired mid year), he/she may file a "Request
38 for Incompatibility Transfer" only if the teacher believes that he/she is not being
39 adequately supported in his/her teaching position. In such situations, the teacher

PART V - SECTION P

1 must file the "Request for Incompatibility Transfer - Second Year Teacher" with
2 both the Department of Human Resources and the MTEA.

3
4 Within three workdays of notification, a three-person team made up of a
5 representative designated by the MTEA, a representative designated by the
6 district, and a representative from higher education mutually selected by MPS
7 and the MTEA shall visit the school to which the teacher is assigned. The
8 representative from higher education cannot be from the same higher education
9 institution from which the teacher received his/her certification.

10
11 After meeting with the teacher, the principal, and/or other individuals with
12 relevant information as to the teacher's concerns, it shall be determined whether
13 or not the teacher has adequate support in his/her assignment. If there is
14 consensus that inadequate support exists, the teacher's transfer request shall be
15 granted. If there is not consensus among the three representatives of MPS,
16 MTEA, and higher education, then a two-thirds majority will make the decision.
17 If it is determined that adequate support exists, the teacher may transfer under
18 the incompatibility transfer provision but not until the end of the semester.

19
20 If the team determines that there is not currently adequate support but that an
21 intervention with specific recommendations for additional support from the team
22 may remedy the situation, the teacher is either free to agree to the intervention
23 efforts or transfer. If the teacher agrees to an intervention, but subsequently
24 determines that it is ineffective or has not been implemented, he/she shall be
25 granted the transfer.

26
27 e. Teachers in their third year of employment (or 5th and 6th semesters of
28 employment) are eligible to transfer under subsection (a). If these teachers file a
29 "Request for Incompatibility Transfer" form, the Department of Human
30 Resources may contact the teacher by telephone and conduct an interview for the
31 purpose of determining the teacher's reason(s) for transferring. In lieu of the
32 telephone interview, the teacher may elect to participate in person at the
33 Department of Human Resources and may be accompanied by a representative
34 of his/her choice at the interview. The information from these interviews, either
35 by telephone or in person, will be shared with the MTEA and will not be placed
36 in the teacher's personnel file.

37
38 Part V, Section P(7)(d) & (e), shall sunset on June 30, 2012.
39

1 f. An evaluation will not be completed to accompany the Incompatibility
2 Transfer form. If the principal/evaluator who has signed the Incompatibility
3 Transfer form completes an evaluation of the teacher under Part IV, Section M,
4 of the contract which MBSD wishes to place in the teacher's permanent file, the
5 MTEA shall receive notice of such evaluation. The MTEA can grieve it under
6 the provisions of the contract, including any claim that the evaluation was
7 improperly issued in retaliation for the incompatibility transfer request.
8

9 8. Any school which has participated in the interview process for at least two
10 staffing cycles may revoke that authority based upon an affirmative vote of at least
11 51 percent 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
27 which staff members, parents, and other school community members shall have an
28 opportunity to be actively involved in the development of the overall vision and
29 specific plan for the 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
34 engage in the planning process may be provided by any combination of the
35 following:
36

37 a. Teachers may be required to attend inservice activities without additional
38 compensation in accordance with Part IV, Section B(5)(d), of the contract.
39

PART V - SECTION Q

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-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 hours per month (inclusive of the
10 two-hour requirement contained in Part IV, Section B[5][d], of the contract).
11 With agreement of the teaching staff (two-thirds vote), the four hours per
12 month may be scheduled as two 2-hour blocks of time per month or in any
13 other manner not to exceed four hours per month during the school year.
14 Teachers shall attend inservices without additional compensation in accordance
15 with Part IV, Section B(5)(d), of the contract. Teachers shall be paid at the
16 part-time certificated rate of pay for attending inservices beyond the two-hour
17 limit in Part IV, Section B(5)(d), and at the individual hourly rate for
18 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
30 Districtwide Reconstitution Committee comprised of no more than seven members
31 appointed by the superintendent. The committee shall contain MPS administrators
32 and community members and at least one member recommended for appointment by
33 the MTEA. The educational plan shall be submitted to the committee after it is
34 complete, but no later than November 1 of the school year following identification of
35 a school for reconstitution.

36
37 The MPS Districtwide Reconstitution Committee may send the plan back to the
38 school for further development or recommend the plan to the superintendent.

1 The superintendent may send the plan back to the school for further development
2 or approve the plan no later than February 1 of the school year following
3 identification of a school for reconstitution.

4
5 5. The educational plan shall be implemented at the start of the school year
6 following 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
16 a 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
25 the 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 90 percent of the plan development/in-service
29 sessions, unless unable to attend for a reason recognized under Part III,
30 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
33 teacher-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
40 school, that teacher shall confer with the principal at the earliest opportunity.

PART V - SECTION Q
PART VI - SECTIONS A, B

1 An incompatibility evaluation shall be written by the principal. In an instance
2 where a teacher has received written notice from the principal that he/she is
3 being considered for an unsatisfactory evaluation, the principal may, but is not
4 required to, write an incompatibility evaluation for the teacher. When the
5 transfer is made, the evaluation shall be destroyed and there shall be no
6 documentation of the reassignment in the permanent evaluation file of the
7 teacher. The provisions of Part V, Section J(1)(a), which provide meaningful
8 assignments for those transferred as a result of evaluation shall apply. The
9 process may also be initiated by the principal subject to the provisions of
10 Part IV, Section M, and Part V, Section K(4), of the contract.

11
12 7. The parties understand that the provisions of Part V, Section Q, (School
13 Reconstitution Process), are experimental in nature and shall expire upon one year
14 notice by either party to the other of its intent to sunset the provisions. Such notice
15 shall not be given before June, 2000.

16
17
18 **PART VI**

19
20 **SUMMER SCHOOL**

21
22 **A. ASSIGNMENT**

23
24 No available position in the Milwaukee summer schools shall be filled by a teacher not
25 employed by the Board during the regular school term, if there is a qualified applicant
26 for such position who is employed by the Board.

27
28 **B. LENGTH OF ASSIGNMENT**

29
30 When the applications from qualified teachers employed by the Board for summer
31 school teaching positions exceed the job positions available, all applicants not assigned
32 to the summer school staff in any year shall be considered first for assignment during
33 the following summer school program if they apply. To assure some continuity,
34 teachers assigned to the summer school staff shall be eligible to serve for two
35 successive summer school terms, provided summer school subjects or programs for
36 which they qualify are being offered the second year. Teachers will not be eligible for
37 assignment the third successive summer term, except where a lack of eligible applicants
38 necessitates such assignment. In interpreting the above language, the following priority
39 shall be used when filling summer school teaching assignments:

- 1 1. Any teacher who has completed the first year of a two-year term must be given
2 first priority if the teacher applies for the second year.
- 3
- 4 2. Any teachers who applied for the previous year and were not assigned and who
5 have again applied are given second priority.
- 6
- 7 3. Any other teacher applicants who qualified and who were not assigned the
8 previous year shall be given third priority. These may be experienced teachers who
9 have not applied for a year or two or who had applied the previous year but refused
10 the assignment after May 1 if offered prior to that date.
- 11
- 12 4. Teacher applicants who have completed two successive years or more of
13 summer employment shall be given fourth priority.
- 14
- 15 5. Administrative applicants for teaching assignments shall be given fifth priority.
- 16
- 17 6. Late applicants shall be given sixth priority.
- 18

19 Each teacher assigned to a summer school staff shall notify the superintendent of
20 his/her desire to accept such assignment no later than May 1 of the year in which said
21 teacher has been assigned a position.

22
23 Hiring of teachers within each of the above priorities shall be based on hiring those
24 teachers who have taught the least number of summer schools within the last five years
25 first, and if that is equal, the teachers shall be hired in order of seniority, from the most
26 senior to least senior.

27
28 A person who works as a substitute replacing a teacher hired from the priority list shall
29 not have that employment count as a summer school taught for determining his/her
30 priority for the following summer. A substitute for purposes of this paragraph shall not
31 mean a teacher hired to replace another from the priority list within the first three days
32 of summer school.

33
34 A teacher who is absent 16 or more days due to verified personal or immediate family
35 illness will not have that employment count as a summer school taught. The person
36 will retain for the following summer the priority he/she had when selected the previous
37 summer.

38
39 It shall be the responsibility of the teacher to indicate this fact on the subsequent
40 summer school application.

PART VI - SECTIONS B,C,D,E

1
2 A teacher employed from the priorities who is employed for 15 or more days and who
3 must drop the assignment for personal or immediate family illness or other reasons
4 shall have that employment count for determining his/her priority for the following
5 summer.

6
7 **C. ORIENTATION**

8
9 If orientation for summer school is conducted, it shall be held on the day following the
10 regular school term or the day preceding commencement of summer school.

11
12 **D. SUMMER SCHOOL DEPARTMENT CHAIRPERSON**

13
14 Department chairpersons will assume a full teaching schedule. In addition, the
15 following provisions shall apply:

- 16
17 1. One additional day of five hours prior to the opening of school. Adding
18 70 percent of the daily salary of the department chairperson will be allowed.
19
20 2. One additional day of five hours at the close of summer school or the equivalent
21 at 70 percent of the daily salary of the teacher will be paid at the end of the summer
22 school. This time may be served in the afternoon of the last week and five hours of
23 service in that week shall be certified as a day of pay at the 70 percent rate.
24
25 3. Up to five hours of time at the discretion of the principal at the certificated
26 hourly rate will be paid during the summer session.

27
28 **E. PAYROLL AND HIRING PRACTICES**

- 29
30 1. Each teacher shall be paid 70 percent of his/her daily rate. Effective July 1,
31 1991, salary increases effective July 1, shall be implemented for the duration of the
32 summer assignment.
33
34 2. Teachers who are resigning, but who teach until the close of the semester in
35 June, may be hired for summer school if they have applied and are hired according to
36 the priorities for summer school employment set forth in Part VI, Section B.
37
38 3. Teachers who resign and who do not teach until the close of school in June
39 will not be hired for summer school if there is a qualified applicant who is
40 employed by the Board who has applied.

1
2 4. Teachers returning from a sabbatical or an approved study leave or on maternity
3 leave receive 70 percent of their updated salary for summer school teaching as of
4 June, should they be hired under the priorities for summer school employment as set
5 forth in Part VI, Section B.
6

7 5. Salary deductions for absence or tardiness are based on a five-hour day as
8 compared to an eight-hour day during the regular school year.
9

10
11 **PART VII**

12
13 **GRIEVANCE AND COMPLAINT PROCEDURE**

14
15 **A. PURPOSE**

16
17 The purpose of this grievance procedure is to provide a method for quick and binding
18 final determination of every question of interpretation and application of the provisions
19 of this contract, thus preventing the protracted continuation of misunderstandings which
20 may arise from time to time concerning such questions. The purpose of the complaint
21 procedure is to provide a method for prompt and full discussion and consideration of
22 matters of personal irritation and concern of a teacher with some aspect of employment.
23

24 **B. DEFINITIONS**

25
26 1. A grievance is defined to be an issue concerning the interpretation or application
27 of provisions of this contract or compliance therewith provided, however, that it shall
28 not be deemed to apply to any order, action, or directive of the superintendent or
29 anyone acting on his/her behalf, or to any action of the Board which relates or
30 pertains to their respective duties or obligations under the provisions of the state
31 statutes which have not been set forth in this contract.
32

33 2. A complaint is any matter of dissatisfaction of a teacher with any aspect of
34 his/her employment which relates primarily to wages, hours, and working conditions
35 and which does not involve a grievance as defined above. It may be processed
36 through the application of the third step of the grievance procedure.
37

38 3. A continuing grievance or complaint is a situation where the time limits have
39 been exceeded, but the condition continues to exist. Each day may constitute a new
40 grievance or complaint. However, there shall be no retroactivity prior to the date of

PART VII - SECTIONS B,C,D

1 the filing of the written grievance or complaint, except that in the case of errors
2 having a monetary impact not occurring as a result of teacher negligence, corrected
3 payment shall be made retroactive for a period not to exceed one year.

4
5 **C. RESOLUTION OF GRIEVANCE OR COMPLAINT**

6
7 If the grievance or complaint is not processed by the MTEA or the grievant within the
8 time limits at any step of the grievance or complaint procedure, it shall be considered to
9 have been resolved by previous disposition. Failure by the administration or the Board
10 to communicate their disposition in writing within the specified time limit shall permit
11 the MTEA to appeal the grievance or complaint to the next step of the grievance
12 procedure or arbitration. Any time limits in the procedure may be extended or
13 shortened by mutual consent.

14
15 **D. STEPS OF GRIEVANCE OR COMPLAINT PROCEDURE**

16
17 Grievances or complaints shall be processed as follows:

18
19 **FIRST STEP.** Where a complaint is involved, a teacher shall, within five workdays
20 after he/she knew or should have known of the incident, submit the same to the
21 principal orally. Where a grievance is involved, the teacher shall promptly, but in no
22 case longer than 30 workdays after he/she knew or should have known of the incident,
23 submit the same to the principal orally. The principal shall orally respond to the
24 grievance or complaint within five days. If the grievance or complaint is not adjusted
25 in a satisfactory manner orally, the grievant or complainant shall, within two workdays,
26 submit the same in writing to the principal. The principal shall advise the grievant or
27 complainant of his/her disposition in writing within five workdays after receipt of the
28 written grievance or complaint. A copy of the disposition shall be sent to the MTEA,
29 the grievant or complainant, and Labor Relations.

30
31 **SECOND STEP.** If the grievance or complaint is not adjusted in a manner satisfactory
32 to the employee or the MTEA within five workdays after receipt of the written answer,
33 then the grievance or complaint may be set forth in writing by a representative of the
34 MTEA. The grievance shall set forth the particular section of the contract under which
35 the grievance is brought. Either the grievant and the MTEA shall sign the grievance or
36 complaint, or the MTEA shall sign the grievance or complaint naming the individual(s)
37 affected.

38
39 Copies of the same shall be transmitted to the director of the Division of Labor
40 Relations for transmittal to the appropriate department head for discussion. Such

1 discussion shall be held within ten workdays at a mutually convenient time arranged by
 2 such department head. Within ten workdays after discussion, a disposition of the
 3 grievance or complaint shall be written and distributed with a copy for the MTEA and
 4 the grievant or complainant.

5
 6 **THIRD STEP.** If the written grievance or complaint is not adjusted in a manner
 7 satisfactory to the teacher or the MTEA within ten workdays of the written disposition
 8 of the department head, it may be presented to the superintendent or his/her designee
 9 for discussion. Such discussion shall be held within ten workdays at a mutually
 10 convenient time fixed by the superintendent or his/her designee. Within ten workdays
 11 thereafter, the superintendent shall send a written disposition to the MTEA.

12
 13 **FOURTH STEP.** If the grievance is not adjusted in a manner satisfactory to the
 14 MTEA within 20 workdays of the written disposition of the superintendent, it may be
 15 presented to final binding arbitration in accordance with the following procedures.

16
 17 The final decision of the impartial referee, made within the scope of his/her
 18 jurisdictional authority, shall be binding upon the parties and the teachers covered by
 19 this contract.

20
 21 1. **JURISDICTIONAL AUTHORITY.** Jurisdictional authority is limited to
 22 consideration of grievances as herein above defined.

23
 24 The impartial referee procedure shall be subject to the following:

25
 26 a. The certifying party shall notify the other party in writing of the
 27 certification of a grievance.

28
 29 b. The certifying party shall forward to the impartial referee a copy of the
 30 grievance and the other party's answer and send a copy of such
 31 communication to the other party.

32
 33 c. Upon receipt of such documents, the impartial referee shall fix the time
 34 and place for a formal hearing of the issues raised in the grievance not later
 35 than 30 days after receipt of such documents unless a longer time is agreed to
 36 by the parties.

37
 38 d. Upon the fixing of a referee hearing date, the parties may arrange
 39 mutually agreeable terms for a prehearing conference to consider means of
 40 expediting the hearing by, for example, reducing the issues to writing,

PART VII - SECTION D

1 stipulating fact, outlining intended offers of proof, and authenticating
2 proposed exhibits.

3
4 e. In those cases where either party deems it necessary, it may be arranged
5 that a transcript of the hearing be made by a qualified court reporter. The
6 party making such arrangements shall bear the full cost thereof. The other
7 party may purchase a copy. If the impartial referee requests that he/she be
8 furnished with a copy, the expense of the original copy and the reporter's
9 attendance charge shall be borne equally by the parties.

10
11 f. The goal of the arbitration procedure is to provide prompt but judicious
12 consideration of grievances. In most grievances, the time span between
13 hearing and decision should not exceed eight weeks. If briefs are to be filed, a
14 period of up to three weeks should be allowed for the filing of briefs after
15 receipt of transcripts. Thereafter, the arbitrator may extend the filing date for
16 an additional two weeks, upon request for extenuating circumstances. If, after
17 the initial three weeks for filing briefs, either party fails to request a two-week
18 extension, or if after requesting a two-week extension the party fails to file
19 their brief, it shall be considered a waiver of the right to brief the case and the
20 arbitrator shall proceed to prepare and issue the award.

21
22 g. The arbitrator's award shall be transmitted within three weeks after the
23 receipt of briefs, except in very lengthy and/or complex cases.

24
25 h. The impartial referee shall lay down the rules for orderly conduct of the
26 hearing.

27
28 i. In making his/her decision, the impartial referee shall be bound by the
29 principles of law relating to the interpretation of contracts followed by
30 Wisconsin courts.

31
32 j. The expenses of the impartial referee shall be borne equally by the
33 parties, except that the party requesting reconsideration or rehearing shall bear
34 the full expenses of the impartial referee incurred in such reconsideration or
35 rehearing.

36
37 **2. APPOINTMENT OF IMPARTIAL REFEREE.** The impartial referee shall
38 be selected as follows:
39

1 a. The certifying party shall request the WERC to submit to the parties a list
2 of names of five persons suitable for selection as impartial referee.

3
4 b. If the parties cannot agree upon one of the persons named on the list, the
5 parties shall strike a name alternately, beginning with the MTEA, until one
6 name remains. Such remaining person shall act as impartial referee. In
7 subsequent selections, the parties shall alternate the first choice to strike a
8 name.

9
10 **E. PRESENCE OF COMPLAINANT OR GRIEVANT**

11
12 1. The person taking the action may be present at every step of the procedure and
13 shall be present at the request of the MTEA or the administration.

14
15 2. Grievances or complaints at the second step and grievances at the third step may
16 be processed during the day at the grievant's school. If impossible to schedule a
17 meeting at the grievant's school, the teacher may be released without loss of pay or
18 sick leave to meet with the appropriate party. Every effort shall be made not to
19 absent a teacher from a class assignment.

20
21 **F. GROUP GRIEVANCE**

22
23 In order to prevent the filing of a multiplicity of grievances on the same question of
24 interpretation or compliance where the grievance covers a question common to a
25 number of teachers, it shall be processed as a single grievance, commencing at the third
26 step. Any group grievance shall set forth thereon the names of the persons or the group
27 and the title and specific assignments of the people covered by the group grievance.
28 Group grievances shall be signed by a principal officer or staff representative of the
29 MTEA.

30
31 **G. PROCEDURE FOR GRIEVANCES WHICH ARE NOT UNDER THE**
32 **JURISDICTION OF A PRINCIPAL**

33
34 Any grievance or complaint based upon action of authority higher than the principal
35 shall be initiated directly with the person having such jurisdiction of the matter.
36

1 **H. CONDUCT MATTERS**

2
3 Disciplinary action by the superintendent and/or Board shall be processed in accordance
4 with the federal and state constitutions, statutes, and this contract. They shall be
5 subject to the fourth step of the grievance procedure.

6
7 **I. WAIVER BY THE GRIEVANT**

8
9 A teacher who elects to proceed to arbitration shall be considered to have waived the
10 right to pursue the matter in the courts, except as provided in Chapter 788, Wisconsin
11 State Statutes.

12
13 **J. PROHIBITED PRACTICES**

14
15 In the event the MTEA alleges a prohibited practice, it shall put in writing the facts in
16 the case. The MTEA and the director of the Division of Labor Relations shall meet
17 and discuss the appropriate route. Within ten workdays, the administration shall reply
18 in writing what it believes is the appropriate route of processing the matter as
19 presented. The MTEA shall then proceed in the appropriate manner. The initial filing
20 of a prohibited practice allegation pursuant to this section shall constitute compliance
21 with the time limits of the grievance procedure of the contract.

22
23 **K. NON-DISCRIMINATION CLAUSE**

24
25 The MTEA and the Board agree that it is the established policy of both parties that they
26 shall not discriminate against any employee on the basis of sex, race, creed, national
27 origin, marital status, political affiliation, physical handicap, or union activities.

28
29 The Board agrees that where women and minorities are concerned, the principle of
30 equality of treatment shall be maintained.

31
32 Grievances involving this section shall be presented to the Board. If the matter is not
33 satisfactorily resolved within 30 days of being filed with the Board, the MTEA may
34 proceed in the following manner. Alleged violations of this section shall not be
35 arbitrable. They shall be submitted to the WERC for determination as prohibited
36 practices (contract violation) pursuant to Section 111.70(3)(a)(5), Wisconsin Statutes.
37 They shall not be handled pursuant to Section J above.

1
2
3
4
PART VIII

NO STRIKE CLAUSE

5 The MTEA and the Board subscribe to the principle that differences shall be resolved
6 by peaceful and appropriate means without interruption of the school program. The
7 MTEA, therefore, agrees that there shall be no strikes, work stoppages, slowdown, or
8 other concerted refusal to perform work by the employees covered by this contract
9 during the life of the contract. Upon notification from the Board of any unauthorized
10 work stoppage, the MTEA shall make public that it does not endorse such stoppage.
11 Having given such public notice, the MTEA shall be freed from all liability for any
12 breaches of this part.
13
14

15
16
17
18
PART IX

BASIS FOR AGREEMENT

19
20
A. AGREEMENT ON BEHALF OF MTEA

21 The MTEA hereby and herewith covenants, agrees, and represents to the Board that it
22 is duly authorized and empowered to covenant for and on behalf of all employees in the
23 bargaining unit and represents that it will faithfully and diligently abide by and be
24 strictly bound to all the provisions of this contract as herein set forth. The parties agree
25 that in conferences and negotiations, the MTEA will represent all employees in the
26 bargaining unit.
27

28
29
B. AGREEMENT ON BEHALF OF THE BOARD

30 The Board hereby and herewith covenants, agrees, and represents to the MTEA that it
31 is duly authorized and empowered to covenant for and on behalf of the Board and
32 represents that it will faithfully and diligently abide by and be strictly bound to all of
33 the provisions of this contract as herein set forth.
34

35
36
C. AID TO CONSTRUCTION OF THE PROVISIONS OF CONTRACT

37 It is intended by the parties hereto that the provisions of this contract shall be in
38 harmony with the duties, obligations, and responsibilities which by law devolve upon
39 the Board and superintendent, and these provisions shall be applied in such manner as

PART IX - SECTIONS C,D
PART X

1 to preclude a construction thereof which will result in an unlawful delegation of powers
2 unilaterally devolving upon the Board and superintendent.

3
4 **D. SAVING CLAUSE**

5
6 If any part or section of this contract, or any addendum thereto, should be held invalid
7 by operation of law or by any tribunal of competent jurisdiction, or if compliance with
8 or enforcement of any part or section should be restrained by such tribunal, the
9 remainder of this contract and addenda shall not be affected thereby, and the parties
10 shall enter into immediate collective bargaining negotiations for the purpose of arriving
11 at a mutually satisfactory replacement for such part or section.

12
13
14 **PART X**

15
16 **NON-RECRIMINATION CLAUSE**

17
18 The Board and those acting on its behalf shall not recriminate in any way against any
19 bargaining unit employee on the basis of his/her participation in the strike or prestrike
20 activities. However, this provision does not preclude the Board from participation in
21 criminal proceedings initiated by an aggrieved person.

22
23 Teachers who received letters under Part IV, Section N, during the strike will have the
24 letters withdrawn if the employees concerned attend a conference with an appropriate
25 central services administrator. The employee may be represented at the conference.

26
27 Athletic events postponed during the strike will be rescheduled, if feasible.

28
29 The MTEA and all its bargaining unit employees agree that they shall not recriminate in
30 any way against the Board and those active on its behalf or against other teachers or any
31 Board employees as a result of their participation or non-participation in said strike or
32 prestrike activities. This provision does not preclude the MTEA from participation in
33 criminal proceedings initiated by an aggrieved person.

34
35 The Board and the MTEA recognize their responsibility to re-establish a cooperative
36 work attitude among employees. Both the Board and the MTEA will take affirmative
37 action to re-establish such a work attitude.

PART XI

RESIDENCY

1
2
3
4
5 All teachers to be newly employed by the Board shall maintain their residence in the
6 city of Milwaukee. However, this provision shall be effective only when all new Board
7 employees, including supervisory and managerial personnel, are required to maintain
8 their residence in the city of Milwaukee. This provision may be challenged by court
9 suit brought by the MTEA.

10
11
12 **PART XII**

13 **REDUCTION IN WORK FORCE**

14
15
16 **A. REDUCTION IN WORK FORCE PREVENTION PROCEDURES**

17
18 1. In order to minimize the number of bargaining unit employees to be laid off, the
19 administration shall attempt the following preventive reduction in work force
20 measures:

21
22 a. Normal attrition of bargaining unit employees.

23
24 b. Solicitation of qualified volunteers.

25
26 c. Offer to extend all unpaid leaves for one school year to persons in the
27 bargaining unit, without regard to the limitation under Part III,
28 Section H(10)(a), of the contract.

29
30 d. Approve all unpaid leave requests for one school year, for any reason, for
31 persons in the bargaining unit, without regard to the limitations under Part III,
32 Section H(10)(a), of the contract.

33
34 2. The Board will provide the necessary funds for an actuarial report for a
35 supplemental early retirement plan. The target date for completing the actuarial
36 report will be April 1, 1982.
37

B. LAYOFF PROCEDURE

All layoffs shall be based on inverse order of seniority within qualifications as set forth in the following procedures provided that the racial balance of schools is not disturbed.

1. SOLICIT QUALIFIED VOLUNTEERS FOR LAYOFF. At least 15 calendar days prior to a layoff, the administration shall use the Staff Bulletin to solicit volunteers who wish to be considered for layoff. A qualified volunteer is an employee who is employed in a position identified for reduction and/or whose position can be filled by an employee who might otherwise be laid off. All employees who volunteer for layoff and who are qualified for volunteers shall be laid off first. An employee who volunteers for layoff shall volunteer for one school year, after which the volunteer is subject to all recall procedures. If the layoff is not for the duration of the entire school year and if all employees other than volunteers are recalled within the volunteer's area of certification/licensure, the volunteers are then subject to the recall procedures. If there are more qualified volunteers than the number of positions to be reduced, volunteering for layoff shall be in order of the volunteer's systemwide seniority. No employee shall be involuntarily laid off if enough qualified volunteers are available.

2. CERTIFICATION/LICENSURE REQUIREMENTS IN ORDER TO EXERCISE SENIORITY. An employee must hold a full certification/license on May 15 in order for an employee to exercise seniority rights within that area of certification/licensure. An employee holding a temporary certification/license or permit, a certification/license which has expired, or is eligible for additional certification, must present verification from his/her certifying institution or the DPI prior to July 1, that the employee can obtain (a) full certification/licensure, (b) renew an expired certification/license, or (c) obtain additional certification no later than the organization day of the following school year in order to utilize systemwide seniority in the area he/she holds temporary certification/license, an expired certification/license, or is eligible for additional certification. If it is not possible for an employee to verify (a), (b), or (c) no later than the organization day of the following school year, the employee shall not have seniority rights in the area of temporary certification/licensure, the area of a certification/license which has expired, or the area he/she sought additional certification/licensure. If an employee verified (a), (b), or (c) and fails to be eligible for (a), (b), or (c) by organization day of the following school year, he/she shall be replaced with the most senior employee on layoff having certification/licensure in the area in which the employee held temporary certification/licensure, held an expired license, or sought additional certification/licensure.

1
2 **3. EMPLOYEES IDENTIFIED FOR LAYOFF.** The administration shall
3 determine the number of employees systemwide to be laid off by subject areas, grade
4 levels, certification/licensure areas, and/or other areas of assignment not included in
5 the foregoing, and establish a list of qualified volunteers and other certified
6 bargaining unit employees, by name, who have the least amount of systemwide
7 seniority by their certification/licensure area(s) and/or other areas of assignment not
8 included in the foregoing that is equal to the number identified above.

9
10 Bargaining unit members who have additional certification/licensure may use this
11 certification to displace less senior employees in those areas of licensure.

12
13 **C. NOTIFICATION OF LAYOFF**

14
15 **1. PRIOR NOTICE IN WRITING.** Bargaining unit employees who have been
16 identified under Part XII, Section B(3), for layoff, shall be notified in writing of the
17 layoff by the Board at least 30 days prior to said layoff. If an unforeseen reduction
18 occurs in a state or federally funded program with less than 30 days notice, and the
19 district decides a layoff shall result therefrom, a layoff notice will be sent at least 15
20 days prior to layoff.

21
22 **2. NOTIFICATION TO MTEA.** The MTEA will be given a list of those
23 employees who have been tentatively identified for layoff at least five days prior to
24 the notice to the employee as specified in Part XII, Section C(1).

25
26 **3. NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.**
27 The notification of layoff shall be sent by certified mail, return receipt requested,
28 to the employee's address on the payroll file. It shall be the employee's
29 responsibility to keep the address on the payroll file current by filing a change of
30 address card with the Department of Finance. The Board shall mail to the MTEA
31 a copy of each employee's notification within one workday from the date that the
32 notification is mailed to the employee.

33
34 **4. NOTICE CONTENTS AND INFORMATION.** The notification of layoff
35 shall contain the fact that the employee is laid off, the fact that he/she is subject to
36 recall in accordance with Part XII of the contract, and a copy of the negotiated layoff
37 provisions under Part XII of the contract.
38

1 **D. RESTAFFING AFTER LAYOFF**

2
3 1. **VACANCIES**

4
5 a. Following identification and notice to employees being laid off, normal
6 restaffing occurs in accordance with Part V of the contract as modified by
7 Part XII, Section D(2) and (3), below.

8
9 b. Vacancies not able to be filled by the procedures in Part XII, Section
10 D(1)(a), above shall be filled by employees on layoff status in accordance with
11 Part XII, Section F, of the contract.

12
13 2. **CURTAILMENT OF LEAVES DURING LAYOFF.** Any employee who is
14 curtailing a leave during a period of layoff shall be placed in a vacant position for
15 which he/she is qualified, if the employee has greater seniority than other employees
16 similarly qualified on layoff status. If the employee curtailing his/her leave does not
17 have greater seniority as stated, then he/she shall not be allowed to curtail said leave.

18
19 3. **RETURNING FROM LEAVE DURING LAYOFF.** An employee returning
20 from leave during a period of layoff shall be placed in a vacant position for which
21 he/she is qualified if the employee has greater seniority than other employees
22 similarly qualified on layoff status. If the employee returning from leave does not
23 have greater seniority as stated, then he/she shall be placed on layoff status.

24
25 **E. RIGHTS OF EMPLOYEES ON LAYOFF**

26
27 1. **LENGTH OF RECALL RIGHTS.** Recall rights shall be extended to an
28 employee for three years from the date of layoff.

29
30 2. **HEALTH INSURANCE.** An employee who is laid off shall be treated in the
31 same manner as an employee on an unpaid leave. Self-paid coverage must be
32 continuous from the time of layoff. Eligibility ceases after the 36th month following
33 the month in which Board-paid coverage stopped.

34
35 3. **DENTAL INSURANCE.** An employee who is laid off shall be treated in the
36 same manner as an employee on an unpaid leave. Self-paid coverage must be
37 continuous from the time of layoff. Eligibility ceases after the 36th month following
38 the month in which Board-paid coverage stopped. If the carrier rules limit coverage
39 to a period of less than 36 months, these rules will apply providing that the coverage
40 extends at least 24 months following the month in which Board coverage ceases.

1
2 **4. GROUP LIFE INSURANCE.** Employees enrolled in the group life insurance
3 plan at the time of layoff may continue in the plan. These employees will be treated
4 in the same manner as an employee on an unpaid leave. Self-paid coverage must be
5 continuous from the time of layoff. Eligibility ceases after the 36th month following
6 the month in which Board coverage stopped. If carrier rules limit coverage to a
7 period of less than 36 months, these rules will apply providing that the coverage
8 extends at least 24 months following the month in which Board coverage ceases.

9
10 **5. DEATH BENEFIT.** An employee on layoff, who is enrolled in the death
11 benefit, may continue the benefit on a self-paid basis by paying the premium as billed
12 by the Board on a monthly basis.

13
14 **6. ACCUMULATED SICK LEAVE.** An employee on layoff shall retain unused
15 accumulated sick leave at the time of layoff. Upon recall, employees shall be
16 credited with the amount of sick leave accumulated earned up to the time of layoff.
17 Employees who retire while on layoff shall be able to use their accumulated sick
18 leave to qualify for benefits available to employees upon retirement; e.g., severance
19 pay and health insurance.

20
21 **7. INCENTIVE PAY.** An employee on layoff who has earned an incentive day
22 for use in the following school year and who is laid off for the following school
23 year shall retain the incentive day for use upon recall. The employee may at
24 his/her option, at any time during layoff, be reimbursed for the incentive day at the
25 employee's individual daily rate of salary.

26
27 **8. OTHER EMPLOYMENT.** An employee on layoff shall not be prevented
28 from securing other employment during the period he/she is laid off. The Board
29 agrees that any laid-off employee who accepts other employment retains recall rights.
30 If the employee is notified of a recall while employed with a different school district,
31 the employee shall be allowed to conclude the school year with the other district
32 provided there are employees on layoff in the employee's area of certification/
33 licensure that can be recalled. If not, then the employee would be subject to the
34 recall procedure.

35
36 **9. ACCUMULATED VACATION.** An employee being laid off shall use his/her
37 accumulated vacation prior to the effective date of the layoff. The employee may, at
38 his/her option, retain accumulated vacation for use upon recall.

1 10. **SUMMER SCHOOL.** Teachers on layoff status may be hired for summer
2 school if they have applied and are hired according to the priorities for summer
3 school employment set forth in Part VI, Section B, of the MBSD/MTEA teacher
4 contract. The employment of teachers on layoff status for summer school is not
5 interpreted as a recall to a position in accordance with Part XII, Section F.
6

7 **F. RECALL PROCEDURE**
8

9 1. **DETERMINATION OF RECALL.** The Board shall determine the subject
10 areas and number of positions in which recall will be made and the number of
11 employees to be recalled.
12

13 2. **ADDITIONAL CERTIFICATION WHILE ON LAYOFF.** Whenever an
14 employee on layoff status obtains additional certification/licensure and files it with
15 the MPS Department of Human Resources, he/she shall also be eligible for recall in
16 his/her additional area of certification/licensure.
17

18 3. **FROM LAYOFF.** An employee on layoff shall be recalled to a vacancy for
19 which the employee is qualified in order of systemwide seniority. An employee who
20 has not requested a vacancy which is staffed in accordance with Part V, Section K, of
21 the contract shall be offered such assignment and shall have the right to refuse such
22 assignment without waiving recall rights as defined in Part XII, Section F.
23

24 4. **NOTIFICATION OF RECALL.** The notification of recall shall be sent by
25 certified mail, return receipt requested, to the employee's address on the payroll file.
26 It is the employee's responsibility to keep his/her address on the payroll file current
27 by filing a change of address card with the Department of Finance. The Board shall
28 mail to the MTEA a copy of each employee's recall notification within one workday
29 from the date that the notification is mailed to the employee.
30

31 5. **RESPONSE TO RECALL.** An employee will have ten days from receipt of
32 the recall notice to respond, and a maximum of 30 days from the receipt of the notice
33 to report to work.
34

35 6. **FAILURE TO RESPOND OR REFUSAL OF RECALL.** If an employee on
36 layoff does not respond to the offer to be recalled within the ten days or he/she
37 refuses to be recalled, the employee then waives any further rights as set forth in
38 Part XII, Section E, except those benefits which are prepaid prior to layoff. In the
39 event that an employee is unable to report within the prescribed time limits by reason
40 of illness, injury, or other personal emergency, he/she shall not forfeit his/her recall

1 rights provided notice of such circumstances is given to the employer in writing
2 within the time period that the employee is required to respond to the recall notice
3 and provided he/she notified the employer when he/she is able to be recalled.
4 Volunteers for layoff and employees on layoff who have accepted other employment
5 with a different school district are subject to the recall procedures as modified by
6 Part XII, Sections B(1) and E(8).

7
8 **7. NO NEW EMPLOYEES OR SUBSTITUTES IN VACANT POSITIONS.**
9 No vacant position shall be filled by a substitute or a newly hired employee while
10 there are employees on layoff who are qualified to fill the vacant position. The
11 previous sentence is to be considered a waiver of Part V, Section M, of the contract
12 while employees in the bargaining unit are on layoff in the certification/licensure area
13 of the vacant position to be filled.

14
15 **G. GENERAL PROVISIONS**

16
17 **1. SENIORITY OF ADMINISTRATORS/SUPERVISORS.** Computation of
18 seniority for layoff shall include all years of service in the teacher bargaining unit
19 plus up to three years of service in an administrative/supervisory capacity. Said
20 seniority shall be equal to the number of years of continuous, full-time service. In
21 assignment to positions in the bargaining unit and while serving in said positions,
22 former administrators/supervisors will be subject to all aspects of the contract.

23
24 **2. DPI CERTIFICATION/LICENSURE.** Wherever the terms certification/
25 license, certification/licensure, certified licensed, or any other terminology referring
26 to certification/license are used, it means DPI Certification/Licensure.

27
28 **3. QUALIFIED.** Wherever the term qualified is used in Part XII, Sections D and
29 F, it shall mean the qualifications established by the DPI and additional requirements
30 established by the Board if any such additional requirements are necessary to retain a
31 teaching staff which is minimally qualified to teach the programs, courses, and
32 curriculum which the school district wants to provide.

PART XIII

MENTOR PROGRAM

1. CITYWIDE MENTOR PROGRAM

a. A joint mentor board composed of six teachers selected by the MTEA and six 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 shall select 15 full-time mentors, but may adjust this number based on the number of new first year teachers.

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. Every effort will be made to ensure each mentor has no more than 15 new teachers.

2. Mentors shall be chosen by the joint mentor board using a process which may include an on-site observation.

3. The following criteria shall apply to mentor selection:

a. Minimum of five years successful fully certified teaching experience in the Milwaukee Public Schools.

b. Appointment for two years, renewable by the joint mentor board.

c. Each mentor may work as a mentor for a maximum of four years.

d. Three letters of recommendation, two of which must be from fellow teachers.

e. Mentors shall be included in the same salary schedule as 200-day TEAM mentors.

1 4. The mentor shall retain his/her right to the teaching assignment held at the time
2 of 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
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 be made by consensus.
18 However, where the parties are unable to reach consensus, an affirmative vote of
19 nine members of the joint mentor board shall be required.

20
21 9. Nothing in this section shall preclude Board involvement without joint mentor
22 board approval in local school teacher assistance/orientation type inservice programs
23 or support on a districtwide basis.

24
25 10. This section shall sunset as of June 30, 2012.

26
27
28 **PART XIV**

29
30 **TEACHER EVALUATION AND MENTORING (TEAM)**

31
32 **Intervention Program:**

33
34 The TEAM program is to provide positive intervention and evaluation to teachers who
35 show a need for assistance in their classroom performance.

36
37 1. **Citywide Teacher Evaluation and Mentoring Program (TEAM)**

38
39 a. A Joint Peer Review Board (Joint Board) composed of six teachers
40 selected by the MTEA and five administrators selected by the superintendent

PART XIV

1 will be responsible for the establishment and the definition of the TEAM
2 teacher role within the meaning of the contract and the method for selection
3 and identification of the TEAM teacher and other responsibilities and
4 operational aspects of the program.
5

6 b. The Joint Board will be co-chaired by a member of the MTEA appointed
7 by the MTEA and an administrator appointed by the superintendent. The
8 MTEA co-chair will also serve as full-time released coordinator of the TEAM
9 program.
10

11 c. To meet, at least seven members of the Joint Board must be present. If
12 consensus cannot be reached, decisions of the Joint Board shall require a vote,
13 by secret ballot. The Joint Board may take action on a matter with the
14 affirmative vote of at least seven members.
15

16 d. The Milwaukee Board of School Directors (School Board) shall provide
17 funds for at least six full-time TEAM teachers. The duties of the TEAM
18 teachers will be determined by the Joint Board.
19

20 e. The Joint Board will determine which teachers shall participate in the
21 TEAM program.
22

23 f. The workload for each TEAM teacher shall be no more than five
24 participant teachers.
25

26 g. TEAM teachers shall be chosen by the Joint Board from the MTEA
27 teacher bargaining unit.
28

29 h. The following criteria shall apply for TEAM teacher selection:
30

31 1) Completion of nine years successful teaching experience in the
32 Milwaukee Public Schools at the time of application.
33

34 2) Three letters of recommendation, at least two of which must be from
35 fellow teachers.
36

37 3) Each TEAM teacher shall have an initial appointment for one year,
38 renewable annually by the Joint Board.
39

1 4) Each TEAM teacher may work as a TEAM teacher for a maximum
2 of three out of any five years.

3
4 i. TEAM teachers shall work a 200-day schedule and be paid in accordance
5 with Appendix P.

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
12 year.

13
14 k. If a substitute teacher is assigned to replace the TEAM teacher in his/her
15 teaching assignment, the substitute teacher shall be entitled to teacher
16 equivalent salary and benefits for the duration of the assignment.

17
18 l. No TEAM teacher shall be eligible for any administrative/supervisory
19 position for one year following the end of the TEAM teacher assignment.

20
21 m. TEAM teachers shall not testify or be involved in any termination
22 proceedings before the school board or in arbitration regarding the
23 performance of teachers with whom they have worked. Neither private
24 conversations between the participant teacher and the TEAM teacher, nor the
25 TEAM teacher's anecdotal notes may be used in termination hearings.

26
27 n. TEAM teachers may be indemnified and held harmless while in
28 performance of their duties.

29
30 2. Guidelines for the program are as follows:

31
32 a. Any teacher who has completed three years or more of MPS teaching
33 service and who demonstrates serious performance deficiencies is eligible for
34 participation in the TEAM program.

35
36 b. Any teacher can be referred for participation in the TEAM program by:

37
38 1) A principal/supervisor after a minimum of two observations

39
40 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
13 referral and report back to the Joint Board after a minimum of two
14 observations, with a recommendation as to whether or not participation is
15 appropriate.
16

17 e. The Joint Board will make the final decision on whether assistance shall
18 be offered.
19

20 f. The teacher shall have the right to accept or refuse the offer of
21 participation. A teacher who refuses to participate in the TEAM program will
22 have the refusal documented in his/her evaluation records.
23

24 g. If the referred teacher accepts the offer of participation, the TEAM
25 teacher will work with the participating teacher for a minimum of two full
26 semesters.
27

28 h. The TEAM teacher, principal/supervisor, and the participant teacher will
29 meet to set reasonable goals and to determine the responsibilities of each
30 party. Regular meetings will occur to determine progress and to set
31 continuing goals. Documentation of these meetings as prepared by the
32 principal/supervisor including any responses of the participant teacher may be
33 used in evaluation procedures regarding the participant teacher.
34

35 i. The Joint Board will be provided with regular updated written and oral
36 reports on the progress of the participant teacher by the TEAM teacher on a
37 schedule determined by the Joint Board.
38

1 j. Any teacher who is currently participating in the TEAM program shall
2 not be voluntarily reassigned unless it is recommended by the Joint Board and
3 the teacher agrees to the reassignment.
4

5 k. Any teacher who is currently participating in the TEAM program shall
6 not 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
10 the participant teacher exited the TEAM program successfully or
11 unsuccessfully, 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
- 23 the Joint Board described in the preceding paragraph
- 24
- 25 4) The goals which were mutually established by the TEAM teacher,
- 26 the principal/supervisor, and the participant teacher
- 27
- 28 5) A listing of meetings or site visits involving the TEAM teacher and
- 29 the 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

PART XIV

1 o. The timeline for the operation of the program shall be as follows:
2

Semester I	Semester II	
No later than May 15	No later than December 15	Notification of entry
Beginning of the first semester	Beginning of the second semester	Entry into program
End of the second semester	End of the first semester	Exit from program
Within 10 calendar days of Jt. Bd determination of unsuccessful exit	Within 10 calendar days of Jt. Bd determination of unsuccessful exit	Superintendent's notice to Board*
Within 40 calendar days of supt. notice to Board	Within 40 calendar days of supt. notice to Board	Board hearing
Upon conclusion of the Board hearing	Upon conclusion of the Board hearing	Termination

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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 30
32 days of exiting the TEAM program, and teachers who have been offered
33 participation in the TEAM program but have chosen to resign within 30 days
34 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
38 \$500 for any one 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 months to
3 any teacher who resigns and is one of the following at the time of resignation:
4

5 1) A participant teacher
6

7 2) A teacher who has exited unsuccessfully from the TEAM program
8

9 3) A teacher who has been offered participation in the TEAM program
10 but has chosen to resign within 30 days of the offer
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
17 agreement.
18

19 s. Nothing in this agreement shall prohibit the teacher's principal/supervisor
20 from conducting reasonable classroom observations and submitting a summary
21 evaluation to the Joint Board as part of the TEAM program or separately.
22

23 3. If the superintendent recommends termination of a teacher who has been
24 unsuccessfully exited from the TEAM program and who has completed two full
25 semesters in the program, such notification from the superintendent to the Board
26 must occur in accordance with the timeline in item 2(o).
27

28 4. In the event the superintendent decides to recommend that the teacher's contract
29 be terminated in accordance with the timeline in item 2(o), he/she shall notify the
30 Board with a copy to the teacher of the recommendation, together with the specific
31 reasons upon which he/she relied. He/she shall notify the teacher that he/she may,
32 within ten calendar days of the mailing date of the notice, request a full and fair
33 hearing before the full Board. Any hearing so requested shall be held in accordance
34 with the timelines above. The decision of the Board shall be based on a full and fair
35 consideration of the evidence adduced at the hearing and include specific reasons for
36 the decision. The Board's written decision will be provided to the teacher, the
37 MTEA, and the teacher's individual representative (if any) within 14 calendar days.
38

39 5. Should there be any dispute between the MTEA and the School Board
40 concerning just cause for action of the School Board, it shall be subject to final and

PART XIV
PART XV - SECTION A

1 binding arbitration, in accordance with the final step of the grievance procedure.
2 The parties to this contract shall make all reasonable efforts to agree to conclude the
3 arbitration no later than 45 workdays after notification of the action taken by the
4 School Board.
5

6
7 **PART XV**

8
9 **SPECIAL EDUCATION MOST RESTRICTIVE PLACEMENT (MRP)**
10 **CADRES, MENTORS, AND MENTOR BOARD**

11
12 **A. SPECIAL EDUCATION MOST RESTRICTIVE PLACEMENT (MRP)**
13 **CADRES**

14
15 1. The Board agrees to annually develop seven cadres of special education teachers
16 who are assigned to MRP classes. Each cadre should be made up of not more than
17 ten teachers. Cadres shall be organized around teachers of students of similar
18 age/grade level and disability. Priority shall be given to teachers with less than five
19 years of special education teaching experience.
20

21 2. A mentor teacher, under the supervision of a special education leadership liaison
22 (SELL) shall be assigned to each cadre and will be responsible for scheduling and
23 chairing meetings.
24

25 3. Cadres will meet for the purpose of:

- 26
27 a. Professional development/training
28
29 b. Case reviews
30
31 c. Coping strategies/emotional support
32
33 d. Identifying school level concerns
34

35 4. Cadres shall meet for a total of up to 40 hours during the course of a school
36 year. The meetings shall occur outside of the regular teacher day. Teachers shall be
37 paid at the part-time certificated hourly rate for time spent in meetings after the
38 school day and their individual hourly rates on Saturday.
39

1 5. Mentor teachers, with the prior approval from the SELL, may choose to invite
2 people with special knowledge or expertise to meet with the group from time to time.
3 These may include school psychologists, social workers, diagnostic teachers, and
4 other individuals within or outside the district.

5
6 6. In addition to their work managing the meetings of their cadre group, the
7 mentors will work in classrooms with individual members of their cadre to model
8 teaching methods, offer support, assist in locating resources, and serving on the
9 mentor board.

10
11 7. Teachers who have participated in a cadre for one year shall be afforded the
12 opportunity in the second year to meet with their mentor and cadre for follow-up
13 support on a once a month basis for up to 20 hours in a school year. Each
14 participating teacher shall be paid at the part-time certificated rate for time spent in
15 meetings after the school day and at their individual hourly rate on Saturday.

16
17 **B. SPECIAL EDUCATION MRP MENTORS**

18
19 1. Teachers may apply for the special education MRP mentor position by
20 completing an application form.

21
22 2. As an exception to Part V, Sections G and Q, a joint team will be established to
23 interview applicants for the special education MRP mentor positions. The team will
24 consist of six representatives. The MPS and MTEA will each appoint three
25 representatives to the interview team.

26
27 3. The posting will include a description of the program and the qualifications.

28
29 4. The following criteria shall apply to the mentor selection:

30
31 a. Minimum of five years fully certified, successful teaching experience in the
32 Milwaukee Public Schools.

33
34 b. Experience and training in the disability area and grade/age level to which
35 they will be assigned as a mentor.

36
37 c. Appointment for two years, with an option to renew for third year,
38 renewable by the parties.

39
40 d. Each mentor may work for a maximum of three out of any five years.

PART XV - SECTIONS B,C
PART XVI

1
2 e. Three letters of recommendation, at least two of which must be from fellow
3 teachers.

4
5 f. Mentors shall be included in Appendix P.

6
7 5. The mentor shall retain his/her right to the teaching assignment held at the time
8 of selection, however, this right shall not extend beyond the end of the school year in
9 which the mentor assignment began.

10
11 6. If a substitute teacher is assigned to replace the mentor in his/her teaching
12 assignment, the substitute shall be entitled to teacher equivalent salary and benefits
13 for the duration of this assignment.

14
15 7. No mentor shall be eligible for any administrative/supervisory position for one
16 year following the end of the mentor assignment.

17
18 8. No mentor, who becomes an administrator/supervisor, may have any
19 involvement in the evaluation of any non-tenured teacher with whom he/she worked.

20
21 **C. MENTOR BOARD**

22
23 The mentors will meet as a group at least once a month during the school year with
24 representatives from the MPS Department of Special Services, Department of
25 Administrative Accountability, Office of Instructional Leadership and Support, and the
26 MTEA for the purpose of coordinating efforts, providing resources, identifying school
27 level concerns, and determining necessary intervention.

28
29 Part XV will sunset on June 30, 2009.

30
31
32 **PART XVI**

33
34 **JOB-SHARING PILOT PROGRAM**

35
36 1. Job sharing is defined as a voluntary program designed to provide opportunities
37 for two employees to equally share one full-time equivalent teaching position for a
38 full school year.

1 2. The Board agrees to identify up to 25 shared positions during the term of this
2 agreement. During the 2006-2007 school year, this provision shall apply only to
3 teachers on leave or teachers approved for an appropriate leave. Beginning with the
4 2008-2009 school year, all teachers shall be eligible.

5
6 3. The Board will determine the high need areas (i.e., special education, bilingual)
7 and the specific categories in which the job-sharing arrangements will be piloted and
8 the number of shared positions allocated to each high need area. These opportunities
9 will be announced by no later than the end of the first semester of each school year.

10
11 4. A shared teaching position shall consist of 191-day position shared by two
12 teachers at the equivalent of 95.5 days each, or in the case of 200-day positions, at
13 the equivalent of 100 days each. The method of sharing and the individual work
14 schedules shall be established by the school/department after the volunteers and the
15 positions to be shared have been identified, but no later than the first week of the
16 school year.

17
18 5. Process for Requesting a Job-Sharing Arrangement:

19
20 a. Applicants for a job-sharing arrangement will submit a request to the
21 Department of Human Resources for the potential job-share positions no later
22 than February 1 of the year preceding the year of the intended job-share
23 agreement.

24
25 b. A request to renew or vacate the job-sharing arrangement must be
26 submitted annually to the Department of Human Resources no later than
27 February 1.

28
29 c. Within five workdays after the deadline for submission of the initial interest
30 forms, the Department of Human Resources will mail each applicant a list of all
31 of the other teachers with like licenses who are interested in job sharing.

32
33 d. Applicants will have approximately three weeks to find a job-share partner,
34 delineate how they intend to split a position, and submit a job-share partner
35 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
39 the subsequent school year in accordance with the normal reassignment process.
40 The seniority date of the more senior member of the applicant team shall be

PART XVI

1 used in determining eligibility for a vacancy where seniority is the determining
2 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
7 a school year or at the beginning of a semester, unless other acceptable arrangements
8 are made with the Department of Human Resources.

9
10 7. In the event that a job-sharing position is eliminated, each of the participants
11 may 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 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
22 employed 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 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
30 the 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
35 agrees not to file for or collect any unemployment benefits during said semester. If
36 this item is found unlawful, the semester sharing basis shall become null and void
37 and any teacher sharing a position in such a manner will forthwith share a position in
38 a manner consistent with the remainder of this agreement.
39

1 15. Where departmental or school meetings are required (i.e., faculty meetings,
2 open house, and parent/teacher conferences), teachers in a shared position will work
3 out a 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
6 emergency or operational needs only. The decision to modify a schedule shall be at
7 the discretion of the school/department.

8
9 17. Teachers who share a position shall be entitled to the following negotiated
10 benefits:

11
12 a. Health insurance

13
14 b. Dental insurance

15
16 c. Tuition reimbursement

17
18 d. Sick leave accumulation and usage

19
20 e. Proportionate life insurance

21
22 f. Proportionate pension accrual

23
24 g. Proportionate protection in the areas of assault or injury for the remainder
25 of the school year in which the teacher was sharing said position and full
26 benefits thereafter in accordance with the contract between the Board and the
27 MTEA

28
29 h. Full protection in the areas of automobile or personal property coverage

30
31 18. Teachers shall accrue full seniority while filling a shared position. Their
32 anniversary date shall not be changed as a result of accepting a shared position.

33
34 19. Part XVI will sunset on June 30, 2009.
35

**MILWAUKEE TEACHERS' EDUCATION ASSOCIATION
NEGOTIATING TEAM**

1
2
3
4
5 **Dennis Oulahan, President**
6

7
8 **Rozalia Harris, Member**
9

10
11 **Angelia Lalich, Member**
12

13
14 **Michael Langyel, Member**
15

16
17 **Dan Lotesto, Jr., Member**
18

19
20 **Julio Santiago, Member**
21

22
23 **Michele Thomas-Tidmore, Member**
24

25
26 **Larry Woods, Jr., Member**
27

28
29 **Tom Morgan, MTEA Executive Director**
30

31
32 **Nancy Costello, MTEA Assistant Executive Director**
33

34
35 **Joan Heithoff, MTEA Assistant Executive Director**
36

1 **MILWAUKEE BOARD OF SCHOOL DIRECTORS**

2
3 **OFFICERS**

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5
6
7 **Peter Blewett, President**
8

9
10 **William G. Andrekopoulos, Superintendent of Schools**
11

12
13 **Lynne Sobczak, Director/Board Clerk**
14

15
16 **Deborah A. Ford, Executive Director**
17 **Department of Human Resources**
18
19

20
21 **FINANCE/PERSONNEL COMMITTEE**
22

23
24
25 **Michael Bonds, Chair**
26

27
28 **Peter Blewett, Member**
29

30
31 **Charlene Hardin, Member**
32

33
34 **Jennifer Morales, Member**
35

36
37 **Tim Petersons, Member**
38

APPENDIX A

**APPENDIX A
SALARY SCHEDULE FOR
191-DAY TEACHERS AND TEACHER-LIBRARIANS
JULY 1, 2007 - JUNE 30, 2008**

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Steps	BA	BA + 16	MA	MA + 16	MA + 32	Non-degree
1	34,858	36,479	39,076	40,702	42,327	33,233
2	36,404	38,103	40,824	42,526	44,225	34,701
3	37,952	39,726	42,572	44,347	46,128	36,169
4	39,496	41,349	44,320	46,175	48,030	37,640
5	41,041	42,972	46,067	47,999	49,931	39,108
6	42,586	44,599	47,813	49,823	51,832	40,577
7	44,133	46,219	49,559	51,649	53,736	42,046
8	45,679	47,844	51,306	53,469	55,636	43,512
9	47,225	49,470	53,054	55,297	57,538	44,983
10	48,772	51,091	54,800	57,122	59,441	46,452
11	50,316	52,713	56,548	58,945	61,343	47,921
12	51,865	54,338	58,667	61,143	63,243	48,547
13	52,615	55,214	60,986	62,600	65,144	
14			62,161	63,822	66,432	
15			63,346	65,919	68,782	
16			64,531	68,017	71,135	

SALARY SCHEDULE FOR
191-DAY TEACHERS AND TEACHER-LIBRARIANS
JULY 1, 2008 - JUNE 30, 2009

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Steps	BA	BA + 16	MA	MA + 16	MA + 32	Non-degree
1	35,729	37,391	40,053	41,720	43,385	34,064
2	37,314	39,056	41,845	43,589	45,331	35,569
3	38,901	40,719	43,636	45,456	47,281	37,073
4	40,483	42,383	45,428	47,329	49,231	38,581
5	42,067	44,046	47,219	49,199	51,179	40,086
6	43,651	45,714	49,008	51,069	53,128	41,591
7	45,236	47,374	50,798	52,940	55,079	43,097
8	46,821	49,040	52,589	54,806	57,027	44,600
9	48,406	50,707	54,380	56,679	58,976	46,108
10	49,991	52,368	56,170	58,550	60,927	47,613
11	51,574	54,031	57,962	60,419	62,877	49,119
12	53,162	55,696	60,134	62,672	64,824	49,761
13	53,930	56,594	62,511	64,165	66,773	
14			63,715	65,418	68,093	
15			64,930	67,567	70,502	
16			66,144	69,717	72,913	

APPLICATION OF APPENDIX A

1
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 5 percent. Placement on the appropriate lane and on the dollar amount in
6 that lane of the 1990-91 salary schedule will not result in any loss of salary greater than
7 \$20 after the 5 percent raise. The 1990-91 salary schedule reflects the 1989-90
8 adjusted salary schedule increased by 5 percent. Employees whose salary exceeds any
9 salary amount in their lane on the adjusted salary schedule will be "Red Circled." Red
10 circled employees will receive the same percentage increase that is applied to the base
11 of the salary schedule each year, but not to exceed the maximum differential shown on
12 the following schedule:

13
14

BA	BA + 16	School Year
\$2,687.50	\$1,887	1990-91
\$2,725.00	\$1,925	1991-92

15
16
17
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
26 schedule 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
29 year will be recognized for placement on the salary schedule. The following two
30 examples illustrate the application:

- 31
32 a. If an employee has full-time teaching experience (i.e., any work for which
33 payment is made based on the teacher salary schedule) from another district of a
34 semester in length, he/she shall be given his/her increment after one semester of
35 employment 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 semester of employment with the
39 Board.
40

1 In addition, the maximum amount of prior teaching experience will be increased from
2 five years based on the following schedule:

School Year	Years of Prior Experience	Years Granted on Salary Schedule
1990-91	6	6
1991-92	7	7

3
4
5
6
7
8
9
10 Effective July 1, 2002, and thereafter, newly employed teachers working with only a
11 permit issued by the Wisconsin Department of Public Instruction (DPI) shall be placed on
12 the BA lane at step 0 of the teacher salary schedule (Appendix A).

13
14 After the completion of the initial year of employment, a permit teacher shall be advanced
15 to step 1 of the BA lane of the teacher salary schedule. The teacher shall remain at this
16 step and lane until he/she obtains a regular license from the DPI.

17
18 Upon successful completion of an approved certification program and the issuance of a
19 regular license, the teacher shall be placed in the appropriate lane of the salary schedule
20 consistent with the credits the teacher has earned and filed with the Department of Human
21 Resources and moved to step 2 of the salary schedule.

22
23 Teachers employed prior to July 1, 2002, having only a permit issued by DPI shall be
24 considered grandfathered to move up one step on the salary schedule during the 2002-
25 2003 school year. Such teachers shall not be granted additional step or lane advancement
26 on the salary schedule until he/she is issued a regular license by the DPI. Upon
27 successful completion of an approved certification program and the issuance of a regular
28 license, the teacher shall be placed in the appropriate lane of the salary schedule
29 consistent with the credits the teacher has earned and filed with the Department of Human
30 Resources and moved to the next step of the salary schedule.

31 32 2. SALARY SCHEDULE

33
34 Effective July 1, 2007, all cells on the 2007-2008 salary schedule will be increased
35 by 2.5 percent.

36
37 Effective July 1, 2008, all cells on the 2008-2009 salary schedule will be increased
38 by 2.5 percent.

APPENDIX A

1 Effective July 1, 1992, an increment step shall be added to the maximums of the
2 MA, MA + 16, and MA + 32 divisions having the following ratios to the BA base.

3
4

Division	Index Ratio
5 MA	1.9330
6 MA + 16	1.9867
7 MA + 32	2.07115

8
9

10 Red circled employees shall receive increases equal to the dollar increase of step 12
11 of their respective divisions.

12
13 A teacher at the maximum of the MA, MA + 16, or MA + 32 division for one year or
14 more as of the beginning of the first semester of the 1992-93 school year shall move
15 to the new maximum of his/her respective division effective at the beginning of the
16 first semester of the 1992-93 school year. A teacher at the maximum of the MA,
17 MA + 16, or MA + 32 division for less than one year as of the beginning of the first
18 semester of the 1992-93 school year shall move to the new maximum of his/her
19 respective division on his/her next increment date.

20
21 Effective July 1, 2002, increase maximums in base salary schedules as follows:

22
23 For schedules with step and lane structure and varying increment amounts, the
24 dollar amount of the difference between the step below the maximum and the
25 maximum step in the MA, MA + 16, and MA + 32 lanes shall be doubled.

26
27 For schedules without steps and lanes and with standard increment amounts,
28 increase the maximums by one-half of the standard increment.

29
30 The retroactive increases on earnings from July 1, 2001, through September 30,
31 2002, shall not be payable to any person who separated from service prior to
32 October 1, 2002, with the exception of persons who retired.

33
34 3. The present policies for the evaluation of credits and the advancement between
35 lanes shall continue for employees who were placed on the adjusted 1990-91 salary
36 schedule with the exception that a lane move will result in a lateral movement on the
37 salary schedule. For example, an employee moving from the BA lane, step 2, to the
38 BA + 16 lane would go to the BA + 16 lane at step 2. The MA lane will continue to
39 reflect an earned MA or equivalent of 32 credits beyond the BA except for new
40 employees beginning with the 1990-91 school year and subject to the rules stated in

1 paragraph 3. The credits necessary for movement between the various lanes will
2 comprise a majority of college credits.

3
4 4. Employees new to the bargaining unit beginning with the 1990-91 school year will
5 need an earned MA degree to advance beyond the BA + 16 lane. Employees who were
6 members of the bargaining unit prior to June 30, 1990, may move beyond the BA + 16
7 lane without an earned MA by June 30, 2000.

8
9 If an employee fails to move prior to July 1, 2000, he/she will remain in his/her lane
10 until he/she earns an MA.

11
12 5. If an employee is re-employed, the employee's salary at the time he/she left the
13 district will be updated to reflect general increases and any increments to which the
14 employee is entitled. The employee will then be placed on the adjusted salary schedule
15 on the dollar amount in his/her lane that will not result in any loss of salary for the
16 individual employee greater than \$20 or on the salary step applicable for newly hired
17 teachers, whichever is greater.

18 19 6. INCREMENT DATES

20
21 a. As of the 1991-92 school year, an employee who is hired or who has an
22 increment date between August and January will have an increment date as of the
23 beginning of the school year each year until the employee reaches the maximum of
24 his/her salary lane, unless an adjustment to the increment date is necessary as set
25 forth in paragraph 6(c) below. Employees hired for the second semester are
26 considered to have a February increment date.

27
28 b. As of the 1991-92 school year, an employee who is hired or who has an
29 increment date between February and June will have an increment date as of the
30 beginning of the second semester of the school year each year until the employee
31 reaches the maximum of his/her salary lane, unless an adjustment to the increment
32 date is necessary as set forth in paragraph (6)(c) below.

33
34 c. Adjustments to increment dates will only be made if an employee is absent
35 without pay for the semester. If this occurs, the employee's increment date would be
36 moved forward to the beginning of the next semester. The present practice of
37 granting increments for teachers on sabbatical leaves or study leaves shall continue.
38 An employee who takes a study leave or sabbatical leave shall not receive an
39 increment if the employee fails to earn the credits necessary for completion of the
40 leave and curtails the leave before the end of the semester.

APPENDIX A

1
2 7. Effective July 1, 1996, the Board will pay 6.5 percent of the individual teacher's
3 gross salary to the Wisconsin Retirement System as the employee's share of the pension
4 payment. Effective January 1, 1997, the Board will pay 6.4 percent of the employee's
5 gross salary.

6
7 8. Employees with an earned Ph.D. or Ed.D. will receive doctoral pay in the amount
8 listed in Appendix A, item 15, above their annual salaries per year.

9
10 9. Daily summer school salaries will be computed on the basis of 70 percent of the
11 certificated employee's regular daily rate of pay.

12
13 Driver education teachers will receive 70 percent of the certificated employee's regular
14 daily rate of pay for the first five hours of each day and the part-time certificated rate
15 for all hours beyond five hours.

16
17 Curriculum writers will be paid on the basis of 70 percent of the certificated employee's
18 regular daily rate of pay for five hours of work during the summer. Work performed
19 after school or on weekends shall be paid at the employee's individual hourly rate.

20
21 **10. ADJUSTMENT CLASS TEACHERS.** Certificated staff, who assume positions
22 in special schools or designated classes for problem students established for the purpose
23 of providing instructional programs for such students, shall be paid \$2,422 for 1990-91
24 and \$2,543 for 1991-92 per year above their positions on the regular schedule at the
25 regular hourly rate to compensate for required extended orientation and supervision.
26 Any assigned noon hour duty will be compensated at the established hourly rate for
27 certificated personnel.

28
29 **11. ELEMENTARY SCHOOL NOON SUPERVISION.** Teachers assigned to noon
30 hour duty will be compensated at the established hourly rate for certificated personnel,
31 payable biweekly.

32
33 **12. PART-TIME CERTIFICATED RATE**

34
35

7/01/07 - 6/30/08 PART TIME (Certificated)	\$24.33 per hour
7/01/08 - 6/30/09 PART TIME (Certificated)	\$24.94 per hour

36
37

1 13. ASSUMPTION OF ADMINISTRATIVE DUTY

2
3 7/01/07 - 6/30/08 \$14.35 per day

4 7/01/08 - 6/30/09 \$14.71 per day

5
6 14. ASSUMPTION OF ADMINISTRATIVE DUTY PAY - NO OR PART-TIME
7 ASSISTANT PRINCIPAL8
9 7/01/07 - 6/30/08 \$429 per semester

10 7/01/08 - 6/30/09 \$440 per semester

11
12 15. DOCTORAL PAY13
14 7/01/07 - 6/30/08 \$1,076 per year

15 7/01/08 - 6/30/09 \$1,103 per year

APPENDIX B

APPENDIX B

**INTERSCHOLASTIC ATHLETICS
JULY 1, 2007 - JUNE 30, 2008
SCHEDULE A**

**After One (1) Year
In That Position
Same Sport**

Beginning Amount

HEAD COACH IN:	\$3,823	\$4,433
Baseball		
Basketball		
Football		
Gymnastics		
Soccer		
Softball		
Swim		
Track		
Volleyball		
Wrestling		
HEAD COACH IN:	\$2,568	\$3,823
Cross Country		
Golf		
Tennis		
EQUIPMENT MANAGER (Per Semester)	\$3,823	\$4,433
CHEERLEADER ADVISOR	\$3,823	\$4,433

Assistant coaches would receive 75 percent of the head coach's salary (based on their experience).

First assistant coaches in football will be compensated 80 percent 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, 2008 - JUNE 30, 2009
SCHEDULE A**

	Beginning Amount	After One (1) Year In That Position Same Sport
1		
2		
3		
4		
5		
6		
7		
8		
9	HEAD COACH IN:	
10	Baseball	\$3,919
11	Basketball	\$4,544
12	Football	
13	Gymnastics	
14	Soccer	
15	Softball	
16	Swim	
17	Track	
18	Volleyball	
19	Wrestling	
20		
21	HEAD COACH IN:	
22	Cross Country	\$2,632
23	Golf	\$3,919
24	Tennis	
25		
26	EQUIPMENT MANAGER	
27	(Per Semester)	\$3,919
28		\$4,544
29	CHEERLEADER ADVISOR	\$3,919
30		\$4,544
31		
32	Assistant coaches would receive 75 percent of the head coach's salary (based on their	
33	experience).	
34		
35	First assistant coaches in football will be compensated 80 percent of the head coach's	
36	salary, based on their experience, provided they report the first day of practice with the	
37	head coach.	
38		

APPENDIX B

APPLICATION FOR APPENDIX B - July 1, 2007 - June 30, 2009

1. After one year in the position in the same sport, the personnel listed above shall receive the higher rate.
2. Cheerleader advisors shall be placed on the Schedule A with major sports and at the beginning rate. The payment to the cheerleader advisors shall be for the entire school year, rather than for each sport season.
3. Coaches in all interscholastic sports paid on Schedule A shall be paid on the biweekly pay dates with a two-week holdback at the rates in effect.
4. A job description has been developed by and for equipment managers; it is understood that all equipment managers shall follow the procedures as outlined. A copy is available from the MPS Department of Human Resources.
5. In any given sport, the defined payroll period shall be the WIAA stated start of the season through the WIAA sectional tournament.
6. In those sports having WIAA sponsored state tournaments, varsity coaches in the specific sports in those schools actually participating in such state tournaments shall be paid proportionate rates for the time beyond the WIAA sectional tournament.
7. Coaches may be paid for overlapping assignments when such services do not involve any overlapping clocktime.
8. In the case of football, the season is defined by Board policy as ten weeks. In case of an extension of the season due to scheduling, all varsity and junior varsity football coaches at those schools involved shall be proportionately compensated for this additional time provided they work the same time as the head coach and first assistant coach.
9. The additional compensation allowances for teachers provided by Appendix B shall be applicable only to services rendered outside the regular school hours, excluding compensation for any such extracurricular services rendered by any secondary teacher during the required minimum of 2.5 hours per week. All assignments to positions designated in Appendix B shall be certified by the principal with the approval of the director of the Department of Administrative Accountability or administrative specialist concerned.

APPENDIX C

**SCHEDULE E - EXTRACURRICULAR ACTIVITIES
JULY 1, 2007 - JUNE 30, 2009**

Directors, Leaders, Advisors,
Managers, or Sponsors of:

Intramural Activities (See paragraph 1)	450 (high school)
	550 (middle school)
	100 (Each school having a seventh and eighth grade within a K-8 structure)
Music Directors (per director - per year - See paragraph 13)	50 hours 115 hours minimum per school
Band, football games (non-marching)	105 hours (high school)
Band, football games (marching)	150 hours (high school)
Plays and Musicals	250 hours
Forensics: 60 hours for an assistant if 30 or more students participate	120 hours
Debate: 60 hours for an assistant if 30 or more students participate	120 hours
Math (middle or high)	30 hours
Chess	50 hours
Stage, Auditorium, Set Construction, and Lighting (See paragraph 2)	115 hours
Student Usher Manager, Ticket Takers, Room and Hall Supervisors	150 hours

APPENDIX C

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, 2007, through June 30, 2009**

1. The minimum base is to be established at 450 hours (high schools) and 550 hours (middle schools) and 100 hours (K-8 schools) for up to 1,500 pupil enrollment and progressive allocations of one hour for every additional three pupils beyond 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 days. This activity shall be certified by the principal with the approval of the

1 director, Department of Administrative Accountability, or administrative specialist.
2 Academic enrichment includes only activities other than those covered under other
3 sections of Schedule E.

4
5 5. The additional compensation allowances for teachers provided by Schedule E shall be
6 applicable only to services rendered outside regular school hours, excluding compensation
7 for any such extracurricular services rendered by any teacher during the required
8 minimum of 2.5 hours per week. Teachers will be required by principals to file a report
9 of hours worked.

10
11 6. All assignments to positions designated in Schedule E shall be certified by the
12 principal with the approval of the director, Department of Administrative Accountability,
13 or administrative specialist concerned.

14
15 7. Amounts listed in Schedule E are maximums. Prorating of the allowable
16 compensation shall be based on the hourly rate of the teachers' part-time services.

17
18 8. It is understood that the persons assigned to these extracurricular activities will carry
19 out all the necessary functions of the activity, and the hourly rate will be applied only for
20 the purposes of prorating allowable compensation where the person assigned does not put
21 in at least the total number of hours allocated. In cases where responsibilities for
22 assignments are divided between two or more teachers, prorating of the allowable
23 compensation shall be based as nearly as possible on the hourly rate for teachers'
24 part-time services.

25
26 9. The amount of service in each of these two areas authorized for each at the middle
27 and high schools shall not exceed five 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 additional days
30 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

APPENDIX C

1 assigned one summer will be given first priority in succeeding summers. The counselors
2 shall be paid at their individual rate.

3
4 11. Vocational counselors coordinating the work experience program will be allowed ten
5 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
11 maximum if there are additional hours available in this category.

12
13 14. After-School Instructional Pay Rates. Bargaining unit employees employed in the
14 after-school vocational skills program, or employed in similar teaching situations after the
15 regular workday, or in after-school curriculum development shall be paid their individual
16 hourly rate 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 days beyond the end of
22 the school year and three 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 of the total number of allocated
27 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
29 and/or preparation periods because of tournament activities, those hours will be paid from
30 the additional one-eighth hours available.

31
32 17. Effective with the 1990-91 school year, high school pom pom advisors will receive
33 85 hours per year under Schedule E.

APPENDIX D

RATES FOR INSTRUMENTAL MUSIC TEACHERS
 SCHEDULE M
 (rates apply to Milwaukee Public Schools teachers)

JULY 1, 2007 – JUNE 30, 2008

	Years of Experience	Rates Per 45-Minute Class Period
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12	0	\$19.60
13		
14	1	20.38
15		
16	2	21.14
17		
18	3	21.89
19		
20	4	22.55
21		
22	5	23.37
23		
24	6	24.13
25		
26	7	24.84
27		
28	8	25.63
29		

APPENDIX D

JULY 1, 2008 - JUNE 30, 2009

1
2
3
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11
12
13
14
15
16
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19
20
21
22
23

Years of Experience Rates Per 45-Minute Class Period

0	\$20.09
1	20.89
2	21.67
3	22.44
4	23.11
5	23.95
6	24.73
7	25.46
8	26.27

APPLICATION FOR APPENDIX D

July 1, 2007 - June 30, 2009

1. Teachers who teach under this schedule during the regular school year (September-June) between 120 and 160 class periods will, at the fall semester of the following year, be moved up one step in the above range.
2. General increases in the ranges will become effective July 1 in accordance with this schedule.
3. The above per period rate at the starting step reflects at least three-fourths of the negotiated hourly rate for teachers.
4. New or returning teachers to the Saturday classes shall be given credit for up to five years of experience in similar teaching experiences as defined in paragraph 1 above.
5. Regular music teachers in the Milwaukee Public Schools who are qualified to teach a specific instrument will be given preference in such assignments.

APPENDIX E

**SUPPLEMENTARY PROVISIONS FOR
SPECIAL GROUPS**

The following provisions are a part of the agreement to be applied to the special groups in accordance with the terms set forth for specific provisions.

DRIVER EDUCATION INSTRUCTORS

1. Any instructor injured in the course of his/her employment, while giving behind-the-wheel instruction, shall receive his/her full salary for up to the first 80 workdays where such injury prevents him/her from carrying out his/her assignment.
2. Persons being assigned to driver education during the summer will be notified of their assignment prior to May 1 in each year.

APPENDIX E

1 3. Persons who apply for assignment in driver education during the regular school year
2 where it is impossible to assign them to weekday programs will be given preference in
3 assignment for Saturday programs.

4
5 4. Wherever possible, teachers shall be assigned to driving centers in the area of their
6 home.

7
8 5. Wherever possible, persons assigned to the summer program, who are required to
9 serve in the Military Reserve, may nevertheless be assigned to summer duty providing
10 their military service may be taken either the first two weeks or the last two weeks of the
11 program.

12
13 6. Driver education teachers will receive 70 percent of their regular daily rate of pay in
14 effect at the close of the regular school term for the first five hours of each day and the
15 part-time certificated hourly rate for all hours beyond five hours. Such compensation
16 shall also be provided for the number of days on which such teacher works, whatever the
17 number, beyond the regular summer school session.

18
19 7. Orientation and inservice for driver education summer school teachers will be equal
20 in duration to that which all other senior high teachers receive.

21
22 8. Driver education center chairpersons shall be compensated at the hourly rate up to a
23 maximum of 225 hours per year for time spent in running the spring and fall programs.
24 Time cards shall be certified by the principal, and the compensation shall be paid to the
25 chairpersons on their regular salary check.

26
27 9. All behind-the-wheel teachers shall be given one extra hour of pay for every two
28 groups of students completing behind-the-wheel instruction during the spring and fall
29 programs.

30 31 32 **GUIDANCE COUNSELORS**

33
34 1. Librarians and counselors, as professional employees, are expected to schedule their
35 assigned duties and work breaks with a minimal amount of interference with the
36 educational program. Librarians and counselors may be excluded from responsibilities
37 under Part IV, Section B(1), High Schools.

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
6 there 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
12 an additional seven days prior to the commencement of the school year and three 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
16 the vocational counselors concerning budget items which may become part of the
17 vocational budget.

18
19
20 **SCHOOL LIBRARIANS**

21
22 1. If school librarians are considered as department chairpersons for the purpose of
23 taking part in department chairpersons' meetings, the librarian shall be released once per
24 month to attend meetings. If the administration decides to keep the library open and if it
25 is to be staffed with a teacher while the librarian is in attendance at these meetings, the
26 teacher shall be paid at the part-time certificated rate.

27
28 2. Where the principal finds it feasible and necessary, up to one 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
34 days.

35
36 4. Librarians and counselors, as professional employees, are expected to schedule their
37 assigned duties and work breaks with a minimal amount of interference with the
38 educational program. Librarians and counselors may be excluded from responsibilities
39 under Part IV, Section B(1), High Schools.

APPENDIX E

COORDINATING TEACHERS OF COOPERATIVE PROGRAMS

1
2
3
4 1. A fund of \$10,000 shall be established annually for coordinating teachers of
5 cooperative programs to use for expenses while attending inservice activities to promote
6 professional development. These funds shall be applied for by the teachers involved and
7 shall be subject to the approval of the administration.
8

9 2. Coordinating teachers of cooperative programs shall be allowed three inservice
10 credits toward the next training step on the salary schedule for 475 hours of approved
11 work experience related to their need for continued certification. The maximum amount
12 of inservice credits accumulated in this manner shall be nine in a teacher's career. Upon
13 application, teachers of cooperative programs shall be allowed to claim inservice credits
14 for previous work experience utilized for maintaining certification. No monetary
15 retroactivity for reclassification purposes shall be given, but the credits may be applied
16 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
20 additional 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
23 flat per diem mileage allowance or, as an alternative, the option of the variable cents per
24 mile as 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
38 managers. For equipment managers, the references in paragraph 3 to a WIAA season
39 shall mean the school year.
40

1 a. **APPOINTMENT.** All coaches shall be appointed by the principal for a
2 specific coaching assignment on a yearly basis, and such assignment shall continue
3 from year to year unless the coach is given notice in accordance with paragraph c(2)
4 below. These assignments are independent of basic employment and tenure rights.

5
6 b. **VACANCIES.** In the event a head coaching vacancy exists:

7
8 1) Except as provided in paragraph 2 below, such vacancy shall be advertised
9 districtwide. The principal shall give first consideration to the applications of
10 qualified teachers on his/her teaching staff.

11
12 2) When a head coaching vacancy occurring for emergency reasons ten days
13 or less prior to the beginning of or at any time during the coaching season, the
14 principal shall fill the vacancy for the remainder of the season by giving first
15 consideration to qualified teachers within the system with preference for
16 qualified teachers on his/her staff.

17
18 3) If the principal intends to appoint a teacher other than a member of his/her
19 teaching staff, he/she shall, prior to making the announcement of such
20 appointment, inform any unsuccessful applicants from his/her teaching staff and
21 discuss his/her reasons if the teacher so requests.

22
23 4) The appointee shall be assigned to a teaching vacancy within the school
24 where the coaching position exists, if it is possible to make such assignment in
25 conformity with the MTEA contract and the certification of the appointee. The
26 MPS Department of Human Resources shall make the assignment.

27
28 c. **CHANGE FROM COACHING ASSIGNMENTS**

29
30 1) When a coach wishes to terminate his/her coaching assignment, he/she shall
31 notify his/her principal in writing at least 60 days prior to the official opening
32 date of practice for the particular sport as outlined by the WIAA.

33
34 2) In the event a coach is to be removed from his/her coaching assignment, the
35 principal shall notify the coach in writing at least 60 days prior to the official
36 opening date of practice for the particular sport as outlined by the WIAA. Upon
37 request by the coach, the principal shall notify the coach in writing of the
38 reasons for his/her removal.

APPENDIX E

1 3) A principal may remove a teacher from his/her coaching assignment at any
2 time for just cause with the approval of the superintendent. The action of
3 removal during the season by the principal shall be reviewable through the third
4 step of the grievance procedure. Upon request by the coach, the principal shall
5 notify the coach in writing of the reasons for his/her removal. A teacher
6 reassigned from a school in which he/she is teaching shall be considered
7 released from his/her coaching assignment unless the coach is notified
8 otherwise.

9
10 d. **PROVISION OF QUALIFICATIONS.** The administration shall provide
11 current copies of the job-related qualifications established for head and assistant
12 coaching 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,
15 or WIAA eligibility.

16
17 5. Both women and men shall be considered to fill vacancies that occur in the position
18 of athletic director in high schools.

19
20 6. Head girls' interscholastic coaches and head boys' interscholastic coaches shall be
21 given an opportunity to participate in all meetings concerned with the interscholastic
22 athletic program in their schools.

23
24 7. Equipment managers shall assume the responsibility for equipment utilized in the
25 girls' interscholastic program.

26
27 8. A joint Board/MTEA study committee shall be formed no later than November 1,
28 1990, 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
38 2. When opening a new school or appointing a new audiovisual building director, the
39 director shall be selected by the principal giving consideration to experience, interest, and
40 audiovisual credits.

1
2 3. Teachers designated as audiovisual building directors who take the appropriate
3 courses to meet the above requirements may have their tuition paid for by the Board
4 within budgeted limits subject to the following conditions:

- 5
6 a. Courses are to be taken on the audiovisual building director's own time.
7
8 b. Audiovisual building directors may be given tuition reimbursement for the
9 appropriate courses not exceeding four credits.
10
11 c. Audiovisual building directors must earn acceptable grades in the courses.
12
13 d. Credits earned shall be counted toward salary adjustments.
14

15 4. Summer school audiovisual shall only be taught by a teacher who possesses the
16 minimum requirements of four credits in audiovisual instruction.
17

18 **BAND DIRECTORS**

19
20
21 1. High school band directors shall be paid the amount set forth in Appendix C for each
22 year, predicated upon putting in a minimum of 105 hours of time. Refer to Application
23 of Appendix C.
24

25 2. Band directors shall be allowed to report to their respective schools one day early to
26 perform required duties.
27

28 **ORCHESTRA DIRECTORS**

29
30
31 Orchestra directors in secondary schools shall be allowed to report to their respective
32 schools one day early to perform duties necessary for instrumental class preparation.
33 They shall be paid at their regular daily rate.
34

35 **TRADE AND TECHNOLOGY TEACHERS**

36
37
38 1. Where a new teacher is assigned to a shop or where a present teacher is assigned to a
39 new shop in a different school or where a new teacher is hired and assigned to a shop

APPENDIX E

1 during the school year, the teacher shall be allowed to start five days prior to the
2 beginning of school to perform required duties.

3
4 2. When trade and technology classes are organized so as to require the teaching of
5 more than one level of instruction in any one class, the subject teacher and/or department
6 chairperson will be involved in the determination of which levels of instruction are to be
7 combined into one class.

8
9 3. Wherever possible, shop instructors shall be assigned according to their major in
10 trade and technology.

11
12 4. If a trade and technology teacher is assigned by a principal to make emergency
13 repairs after 4:00 p.m., he/she shall be paid at the regular hourly rate established for
14 extracurricular work within budgeted limits.

15
16 5. If necessary school printing requires a trade and technology teacher to work after
17 4:00 p.m., and if he/she is so assigned by the principal, he/she should be paid at the
18 regular hourly rate established for extracurricular work within budgeted limits.

19
20 6. Personnel who do not hold a recognized teaching degree shall not be hired to teach
21 trade and technology classes, except where qualified teachers cannot be found.

INTERSCHOLASTIC ACADEMICS CHESS, MATH, DEBATE, AND FORENSICS

22
23
24
25
26
27 Judges will be paid at the part-time certificated rate for each hour worked up to \$125 for
28 any one day.

SCHOOL SOCIAL WORKERS

29
30
31
32
33 1. School social workers shall have a duty-free lunch period of one hour at the
34 elementary and secondary level and in special program assignments.

35
36 2. School social workers shall be entitled to the higher of the flat per diem mileage
37 allowance or, as an alternative, the option of the variable cents per mile as specified in the
38 mileage section of the contract.

1 3. Social workers shall be eligible for reimbursement for conference attendance within
2 limits of the divisional budget in the same manner as school psychologists.

5 FAMILY AND CONSUMER EDUCATION

7 Effective July 16, 1980, where supplies and materials cannot be delivered through
8 vendors, one family and consumer education teacher in the family and consumer
9 education department shall be released not more than once per week during the teacher's
10 preparation period to obtain the supplies and materials, with the teacher being reimbursed
11 on the lower mileage allowance of Appendix F of the contract. The teacher will also be
12 released from his/her equivalency period assignment if the period can be scheduled before
13 or after the teacher's preparation period.

15 If the equivalency period cannot be so scheduled, the teacher may use his/her lunch
16 period in connection with the preparation or equivalency period and eat lunch during the
17 remaining period.

20 CHEERLEADER ADVISORS

22 In the event bus transportation is not provided or the advisor is not released in time to ride
23 the bus provided, the cheerleader advisor shall be paid the higher mileage allowance
24 under Appendix F if he/she must use his/her vehicle for travel to an event in connection
25 with his/her advisor capacity.

APPENDIX E

JULY 1, 2007 – JUNE 30, 2008
TRAVELING INSTRUMENTAL MUSIC TEACHERS
SALARY SCHEDULE

(Rate Per Class Instruction Hour)

Class A	\$30.26	Class J	\$23.43
Class B	29.40	Class K	22.62
Class C	28.63	Class L	21.92
Class D	27.92	Class M	21.19
Class E	27.19	Class N	20.43
Class F	26.40	Class O	19.66
Class G	25.66	Class P	18.99
Class H	24.86	Class Q	18.20
Class I	24.20		

JULY 1, 2008 – JUNE 30, 2009
TRAVELING INSTRUMENTAL MUSIC TEACHERS
SALARY SCHEDULE

(Rate Per Class Instruction Hour)

Class A	\$31.02	Class J	\$24.02
Class B	30.14	Class K	23.19
Class C	29.35	Class L	22.47
Class D	28.62	Class M	21.72
Class E	27.87	Class N	20.94
Class F	27.06	Class O	20.15
Class G	26.30	Class P	19.46
Class H	25.48	Class Q	18.66
Class I	24.81		

TRAVELING MUSIC TEACHERS

- 1
2
3 1. The work year of traveling music teachers shall consist of two semesters of 17 weeks
4 each. Semester one shall consist of one week (five days) of recruiting and scheduling and
5 16 weeks of lessons. Semester two shall consist of 17 weeks of lessons, which may
6 include, when needed, and after discussion and approval by the curriculum specialist, one
7 week (five days) of make-up lessons.
8
- 9 2. Traveling music teachers who work 25 class periods per week or more or 20 hours
10 per week or more shall receive all fringe benefits of this contract. It is understood that
11 this means 600 hours per year or more is necessary to receive the benefits. Traveling
12 music teachers who fall below 600 hours per year shall be able to retain their accumulated
13 sick leave for up to one year for use in the event they re-establish full-time status.
14
- 15 3. Traveling music teachers shall be entitled to the higher of the flat per diem mileage
16 allowance or, as an alternative, the option of the variable cents per mile as specified in the
17 mileage section of the contract.
18
- 19 4. Traveling music teachers who work 25 class periods per week or more shall receive
20 five hours preparation time at the end of each semester.
21
- 22 5. Traveling music teachers who teach 900 or more class periods per year shall,
23 effective with the beginning of the following year, be moved up one step on the salary
24 schedule as an increment. In January of each year, each employee shall be advanced one
25 step on the salary schedule.
26
- 27 6. Traveling music teachers who have taught 25 or more class periods a week in the
28 previous year shall be offered additional classes, when available, before new teachers are
29 hired to teach those classes.
30
- 31 7. If a traveling music teacher is awarded a teacher contract, he/she shall receive credit
32 for years of service as a traveling music teacher for employment while a certified teacher
33 for the purpose of placement on the salary schedule.
34

SPECIAL EDUCATION LABOR MANAGEMENT COMMITTEE

- 35
36
37
38 1. A joint committee shall be formed no later than December 1, 2002. The purpose of
39 the committee shall be to improve communication between the parties over issues related
40 to special education, to review policies and procedures relating to the delivery of special

APPENDIX E

1 education services in the district, and to provide a forum for raising issues and solving
2 problems.

3
4 2. The committee shall meet monthly at mutually agreeable times to resolve issues of
5 concern to both parties and provide reports in January and June of each year to the
6 superintendent of schools and the executive director of MTEA.

7
8 3. The following criteria shall guide the committee in its work:

9
10 a. Does this promote learning?

11
12 b. Is it good for all students?

13
14 c. It is good for parents?

15
16 d. It is fair to teachers?

17
18 4. The committee will consist of an equal number of members appointed by the MBSD
19 and the MTEA. It is understood that, from time to time, either the administration or the
20 MTEA may bring additional individuals including parents and community representatives
21 with specific knowledge necessary to the committee's work. The chair shall alternate
22 monthly between the MPS and MTEA.

23
24 5. Topics which the committee shall address include, but are not limited to:

25
26 a. Problem solving model

27
28 b. Caseloads

29
30 c. Paperwork reduction

31
32 d. Information management (MIS 2)

33
34 e. Training and professional development

35
36 f. Implementation of "Oversight Action Plan"

37
38 g. Schools encountering particular problems in special education

39
40 h. Use of special education funds

- 1
2 i. Impact of decisions as a result of decentralized administrative decision-making
3
4 6. When appropriate, the committee shall refer an issue to the negotiations process.
5
6

7 **APPENDIX F**

8 **MILEAGE**
9

10
11 The Board shall apply the uniform transportation policy for employees providing their
12 reimbursement for authorized travel of \$12.125 per day for "citywide" authorized and
13 reported travel or \$9.70 per day for "areawide" authorized and reported travel.
14 Employees will have an option of selecting once yearly an alternative of 48.5¢ per mile.
15 The selection for the calendar year must be made prior to November 1 of each year for
16 the succeeding calendar year and must be continued through the entire calendar year. The
17 flat rate will be subject to the normal determination of travel which may include a list of
18 destinations or schools to which an employee traveled. Selection of the 48.5¢ per mile
19 option will necessitate the employee filing a detailed statement on forms provided by the
20 Board of monthly destinations, times traveled, and odometer readings. In the event the
21 IRS increases the allowable mileage rate, this higher rate shall replace the 48.5¢. The
22 daily rate will also be adjusted to reflect this increase.
23

24 **Lower Rate**

25
26 Traveling Music Teacher
27 Traveling Kindergarten Teacher
28 Guidance Counselors
29 Specialty Teachers
30 Speech Pathologists
31 Head Start
32 Curriculum/Learning Coordinator
33

Higher Rate

34 Coordinating Teachers of
35 Cooperative Programs
36 Vocational Counselors
37 Diagnostic Teachers and
38 Itinerant Diagnostic Teachers
39 Personnel Assigned Case
40 Manager Responsibilities
Human Relations Curriculum
Coordinators
Human Relations Community
Coordinators
Program Implementors
Social Workers
Occupational Therapists
Physical Therapists

1
2 Teachers who are required to travel from one 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
4 to that specified above.

5
6 Teachers of the four-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
17 dismissed, principals may release teachers from their assignments so long as a sufficient
18 number of certificated personnel remain with children. Teachers volunteering for such
19 assignment shall be considered first for assignment. A minimum number would be no
20 fewer than the pupil-teacher ratio for the types of classes in the school. Depending upon
21 circumstances, 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
26 their individual hourly rate (daily rate divided by eight). If the individual hourly rate is
27 less 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
29 time rather than wages. For each four hours or fraction thereof that the teacher worked
30 (see above), the teacher shall be allowed a half day of compensatory time. This time shall
31 be scheduled in a manner which will not interfere with the orderly operation of the
32 school. If a conflict as to when compensatory time could be taken arises, the conflict will
33 be resolved 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
36 be paid, in addition to their regular salary, the part-time certificated hourly rate until 4:00
37 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
7 where 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

18 **RELATED CALENDAR PROVISIONS**
19

20 In the event that the 181st day is not needed as an emergency make-up day, said day will
21 be 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
24 civil commotion within the city of Milwaukee prevents teachers from reaching their
25 assigned schools, or if for any other reason which the DPI refuses to count the day missed
26 as a school day, the above calendar shall be readjusted without remuneration for days not
27 worked.
28

29 The Board shall notify the MTEA and teachers at the beginning of each school year of the
30 dates for parent conferences and report cards.
31
32

APPENDIX H

APPENDIX H

**SALARY SCHEDULE FOR
200-DAY EMPLOYEES
JULY 1, 2007 - JUNE 30, 2008**

MINIMUM	MAXIMUM	INCREMENT
\$47,449	\$74,111	\$2,197

JULY 1, 2008 - JUNE 30, 2009

MINIMUM	MAXIMUM	INCREMENT
\$48,635	\$75,964	\$2,252

APPLICATION OF THE SCHEDULE

Effective July 1, 2007, the individual's base pay as of June 30, 2007, will be increased by 2.5 percent.

Effective July 1, 2008, the individual's base pay as of June 30, 2008, will be increased by 2.5 percent.

PENSION

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.

SALARY SCHEDULE PLACEMENT

Movement to or from the salary schedule in Appendix H by employees from different salary schedules shall be in accordance with previously established procedures.

1 **OUTSIDE EXPERIENCE CREDIT**

2
3 The minimum salary shall apply to new social workers who have not had previous paid
4 social work experience, thus not qualifying for state school social work certification.
5 School social workers hired after January 1, 1976, shall be given credit for appropriate
6 outside experience on the salary schedule, beginning one increment above the minimum
7 up to five years paid experience.
8

9
10 **APPENDIX I**

11 **PART-TIME TEACHERS WORKING LESS**
12 **THAN 50 PERCENT OF A FULL TEACHING SCHEDULE**

- 13
14
15 1. Employees working less than 50 percent of a full-time teaching schedule shall be paid
16 the percentage of the applicable teacher salary based upon the fraction of the normal,
17 full-time, daily or weekly instructional load that they work. It is recognized that any
18 preparation required for teaching is assumed by the teacher.
19
20 2. Teachers employed to teach less than 50 percent of the full teaching schedule should
21 not be required to report to work more than ten minutes before their scheduled work time.
22
23 3. Part-time teachers will receive a continuous assignment.
24
25 4. Part-time teachers will be considered to be employed on a yearly basis. They will
26 not be considered continuously employed unless notified of that fact prior to the end of
27 the school year. They will not be able to use that part-time employment as a claim for
28 any additional hours of employment or for full-time employment.
29
30 5. In addition to this appendix, the only other contract provisions applicable shall be the
31 following sections: Part I; Part II, Sections A, B, C, D, E, and F; Part III, Sections D, E,
32 and F; Part IV, Sections B(8), F, G, I, M (as modified herein), N, and T(2); Part VII;
33 Part VIII; and Part IX (as modified herein). Such teachers will be employed within the
34 parameters of the school calendar.
35
36

APPENDIX J

EMPLOYMENT OF RETIRED MPS CERTIFICATED EMPLOYEES
AS TEACHERS (50 PERCENT OR MORE)

A. SALARY

Retired MPS certificated employees who return as re-appointed full-time teachers (or 50 percent or more of full-time teaching schedule) will be subject to the same hiring requirements as all other new full-time teacher hires. Those retired MPS certificated employees who have been approved for hire by Certificated Staffing will be placed at the same salary schedule in the appropriate lane to reflect their degree credits and years of service that they were at immediately prior to their retirement from MPS.

Retired MPS certificated employees who served as MPS administrators and are rehired as full-time teachers shall be placed on the teacher salary schedule at the appropriate step to reflect their MPS certificated service in the appropriate lane to reflect their degree credits.

B. HEALTH INSURANCE

Any rehired retired MPS certificated employee who returns to work in a contracted full-time teaching position (or 50 percent or more of full-time teaching schedule) may elect to continue his or her retiree health insurance benefits (Board-paid or self-paid) and waive participation in the active employee health insurance plan during the new hire enrollment period or subsequent open enrollment period during their period of active employment.

Any such rehired retired employee who elects to participate in the active employee health plan shall be entitled to the benefits in the active employee health plan under the MBSD/MTEA (teacher) contract, including any employee premium contribution requirement, by filing an application during the new hire enrollment period or during any subsequent open enrollment period during active employment.

Any such rehired retired employee who elects to participate in the active employee health plan shall be entitled to the benefits in the active employee health plan under the MBSD/MTEA (teacher) contract.

Upon written notice of their next date of retirement (resignation) and resulting in termination of active health insurance, such employee will be automatically re-enrolled in retiree health insurance, including continuation of coverage for his/her spouse who was enrolled in the plan as of his/her original date of retirement and his/her eligible dependent

1 child/children. Such retiree coverage shall be at the Board-paid rate or self-paid status
2 that was in effect as of his/her original retirement date. The sick leave requirement for
3 Board-paid retiree health insurance shall be based on the accrued sick leave balance as of
4 the original date of retirement.

5 6 **C. DENTAL INSURANCE**

7
8 A rehired retired MPS certificated employee who returns to work in a contracted full-time
9 teaching position (or 50 percent or more of full-time teaching schedule) will be eligible
10 for active dental insurance under the MBSD/MTEA (teacher) contract, including any
11 employee premium contribution requirement, by filing an application during the new hire
12 enrollment period or during any subsequent open enrollment period during active
13 employment.

14 15 **D. LIFE INSURANCE**

16
17 Any rehired retired MPS certificated employee who returns to work in a contracted full-
18 time teaching position (or 50 percent or more of full-time teaching schedule) may elect to
19 continue his or her retiree life insurance benefits (Board-paid or self-paid) and waive
20 participation in the active life insurance plan during the new hire enrollment period.

21
22 Any such rehired retired employee who elects to participate in the active employee life
23 insurance plan shall be entitled to benefits in the active life insurance plan under the
24 MBSD/MTEA (teacher) contract, including any employee premium contribution
25 requirement. Such employee shall file an application during the new hire enrollment
26 process.

27
28 Upon written notice of their next date of retirement (resignation) and resulting in
29 termination of active life insurance, such employee will be automatically re-enrolled in
30 retiree life insurance. Such retiree life insurance shall be at the amount and premium
31 payment requirement as of his/her original retirement date. The years of service
32 requirement for Board-paid retiree life insurance shall be based on the years of MPS
33 service as of his/her original date of retirement.

34 35 **E. PENSION BENEFITS**

36
37 If a rehired retired MPS certificated employee who is receiving a benefit under the MBSD
38 Supplemental Early Retirement Plan for Teachers (Teacher Plan) returns to work in a
39 full-time contracted teaching position (or 50 percent or more of full-time teaching

APPENDIX J - SECTIONS E,F,G
APPENDIX K

1 schedule) and elects to continue his/her Wisconsin Retirement System (WRS) annuity, the
2 Teacher Plan will continue to pay benefits.

3
4 If such rehired retired certificated employee elects to suspend his/her WRS annuity, the
5 Teacher Plan will suspend benefits during the period of such employment. Upon his/her
6 subsequent retirement and resumption of his/her WRS annuity, (a) the Teacher Plan
7 permanent benefit shall be recalculated based on the formula applicable to such individual
8 as of their subsequent date of retirement and (b) the Teacher Plan Special Supplemental
9 Benefit will recommence for the remainder of time to age 65.

10
11 **F. SICK LEAVE**

12
13 If the rehired retired MPS certificated employee returns to work in a full-time contracted
14 teaching position (or 50 percent or more of full-time teaching schedule) within one year of
15 his/her retirement date, his/her unused accrued sick leave balance will be reinstated.
16 Such rehired retired certificated employee is eligible to accrue and use sick leave in
17 accordance with Part III, Section G, and other leave benefits provided under the
18 MBSD/MTEA (teacher) contract. (Note: For the retired teacher who opts out of Board-
19 paid retiree health insurance, his/her prior accumulated sick leave used to qualify for
20 Board-paid retiree health insurance and any amount paid out for severance will not be
21 reinstated upon rehire for any reason. In no event shall such rehired retired MPS
22 certificated employee be eligible for payment of severance payments that exceed the total
23 amount provided under the MBSD/MTEA [teacher] contract.)

24
25 **G. APPLICATION OF CONTRACT**

26
27 All provisions of the MBSD/MTEA (teacher) contract shall apply to rehired retired MPS
28 certificated employees who return to work in full-time teaching positions (or 50 percent or
29 more of full-time teaching schedule) except as modified in this appendix.

30
31
32 **APPENDIX K**

33
34 **SALARY SCHEDULE FOR**
35 **191-DAY THERAPISTS**
36 **JULY 1, 2007 - JUNE 30, 2008**

37
38

MINIMUM	MAXIMUM	INCREMENT
\$43,381	\$70,901	\$2,100

39
40

1
2
3 **JULY 1, 2008 - JUNE 30, 2009**

4

5 MINIMUM	6 MAXIMUM	7 INCREMENT
8 \$44,466	9 \$72,674	10 \$2,153

11 **APPLICATION OF THE SCHEDULE**

12 Effective July 1, 2007, the individual's base pay as of June 30, 2007, will be increased
13 by 2.5 percent.

14
15 Effective July 1, 2008, the individual's base pay as of June 30, 2008, will be increased
16 by 2.5 percent.

17
18 **PENSION**

19
20 Effective July 1, 1996, the Board will pay 6.5 percent of the individual teacher's gross
21 salary to the Wisconsin Retirement System as the employee's share of the pension
22 payment. Effective January 1, 1997, the Board will pay 6.4 percent of the employee's
23 gross salary.

24
25 **SALARY SCHEDULE PLACEMENT**

26
27 Movement to or from the salary schedule in Appendix K by employees from different
28 salary schedules shall be in accordance with previously established procedures.

29
30
31 **APPENDIX L**

32
33 **SPECIALTY TEACHERS**

34
35 The Board will commit \$2.1 million in the 1988-89 school year for the employment of
36 specialty teachers.

APPENDIX M

EMPLOYMENT TRAINING SPECIALISTS

1
2
3
4
5 1. The workday for employment training specialists shall consist of 8.5 hours including
6 a one hour duty-free lunch period. The standard workday will begin no sooner than 7:00
7 a.m. nor later than 9:00 a.m. and end 8.5 hours later. It is understood that these
8 positions require a flexible workday and workweek and that hours will vary from the
9 traditional teacher workday and workweek to accommodate training students. However,
10 no training will be scheduled between midnight and 5:00 a.m. All work schedules are
11 subject to prior review and approval of the program supervisor. In recognition of the
12 flexible work schedule, each employee shall receive additional compensation of 5 percent
13 of his/her salary (see paragraph 8).
14

15 2. Hours paid beyond 8 in a day or 40 in a calendar week shall be granted straight time
16 compensatory time. Compensatory time shall be used by the teacher within two pay
17 periods from the time it is earned. If it is not used within two pay periods, the teacher
18 will be compensated at his/her individual hourly rate for each hour of compensatory time
19 on the next paycheck.
20

21 3. Two employment training specialist positions will become 12-month positions
22 effective June 15, 1988. These positions will be filled by volunteers in order of
23 systemwide seniority from among the four teachers currently employed as employment
24 training specialists.
25

26 4. Twelve-month employment training specialists shall receive an annual paid vacation
27 of four weeks after one year of service and five weeks after 20 years of service. An
28 employee who leaves the service due to resignation or death or who takes a military
29 leave, will be paid for earned vacation time that has been accumulated. An employee
30 who leaves the service due to retirement shall use or be paid for his/her earned vacation
31 time that has accumulated prior to the effective date of retirement.
32

33 5. Twelve-month employment training specialists shall be granted a paid holiday for
34 each of the following days: New Year's Day, the last workday prior to the day celebrated
35 for New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day,
36 Thanksgiving, the day after Thanksgiving, Christmas Day, and the last workday prior to
37 the day celebrated for Christmas. All holidays are guaranteed. When a holiday falls on a
38 Sunday, it shall be celebrated on the following day. When a holiday falls on a Saturday,
39 it shall be celebrated on the preceding workday.
40

6. Twelve-month employment training specialists will earn incentive days in the following manner:

Sick Leave Usage	Personal Days Earned
0 - 16 Hours	2.0 Days
16.1 - 48 Hours	1.0 Days

7. Twelve-month employment training specialists will be paid on a biweekly basis.

8. Salaries for employment training specialists shall be determined in the following manner:

a. Ten-month (191 days). Regular teacher salary multiplied by 1.05 (consideration for the lengthened day) multiplied by 1.05 (consideration for the flexible work schedule - see paragraph 1).

b. Twelve-month. Regular teacher salary divided by 187 multiplied by 230. In addition, each individual's salary shall be multiplied by 1.05 (consideration for the lengthened day) and this multiplied by 1.05 (consideration for flexible work schedule - see paragraph 1).

9. Any available employment training specialist positions shall be offered to all special education teachers who possess the following qualifications:

a. Certification in any area of special education at the secondary level.

b. Evidence of successful completion of all phases of Marc Gold "Try Another Way" training; i.e., awareness, task analysis, job development, placement, and follow-up.

c. If there are no applicants who have completed all phases of Marc Gold "Try Another Way" and no applicants who have completed the "Job Development" phase of the Marc Gold workshops, then designated vocational instructors will be considered.

d. Applicants from each of the areas of special education who possess the foregoing qualifications shall be selected in order of seniority for the positions.

APPENDIX M

**SALARY SCHEDULE FOR
12-MONTH EMPLOYMENT TRAINING SPECIALISTS
JULY 1, 2007 – JUNE 30, 2008**

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Steps	BA	BA + 16	MA	MA + 16	MA + 32
1	\$47,268	\$49,466	\$52,988	\$55,193	\$57,396
2	49,364	51,668	55,358	57,666	59,970
3	51,464	53,869	57,728	60,135	62,550
4	53,557	56,070	60,099	62,614	65,129
5	55,652	58,271	62,468	65,087	67,707
6	57,747	60,477	64,835	67,561	70,285
7	59,845	62,674	67,203	70,037	72,867
8	61,941	64,877	69,572	72,505	75,443
9	64,038	67,082	71,942	74,984	78,022
10	66,136	69,280	74,310	77,458	80,603
11	68,229	71,480	76,680	79,930	83,182
12	70,330	73,683	79,553	82,911	85,759
13	71,347	74,871	82,698	84,887	88,336
14			84,291	86,544	90,083
15			85,898	89,387	93,269
16			87,505	92,232	96,460

**SALARY SCHEDULE FOR
10-MONTH EMPLOYMENT TRAINING SPECIALISTS
JULY 1, 2007 – JUNE 30, 2008**

Steps	BA	BA + 16	MA	MA + 16	MA + 32
1	\$38,431	\$40,218	\$43,081	\$44,874	\$46,666
2	40,135	42,009	45,008	46,885	48,758
3	41,842	43,798	46,936	48,893	50,856
4	43,544	45,587	48,863	50,908	52,953
5	45,248	47,377	50,789	52,919	55,049
6	46,951	49,170	52,714	54,930	57,145
7	48,657	50,956	54,639	56,943	59,244
8	50,361	52,748	56,565	58,950	61,339
9	52,066	54,541	58,492	60,965	63,436
10	53,771	56,328	60,417	62,977	65,534
11	55,473	58,116	62,344	64,987	67,631
12	57,181	59,908	64,680	67,410	69,725
13	58,008	60,873	67,237	69,017	71,821
14			68,533	70,364	73,241
15			69,839	72,676	75,832
16			71,145	74,989	78,426

APPENDIX M

**SALARY SCHEDULE FOR
12-MONTH EMPLOYMENT TRAINING SPECIALISTS
JULY 1, 2008– JUNE 30, 2009**

Steps	BA	BA + 16	MA	MA + 16	MA + 32
1	\$48,449	\$50,703	\$54,313	\$56,573	\$58,831
2	50,598	52,961	56,742	59,107	61,470
3	52,750	55,216	59,171	61,639	64,114
4	54,896	57,472	61,601	64,179	66,758
5	57,044	59,727	64,030	66,715	69,400
6	59,191	61,989	66,456	69,250	72,042
7	61,341	64,240	68,883	71,787	74,688
8	63,490	66,499	71,312	74,318	77,330
9	65,639	68,760	73,740	76,858	79,972
10	67,789	71,012	76,167	79,395	82,618
11	69,935	73,267	78,597	81,929	85,262
12	72,089	75,525	81,543	84,984	87,902
13	73,130	76,742	84,766	87,009	90,545
14			86,399	88,708	92,335
15			88,046	91,622	95,602
16			89,692	94,537	98,871

**SALARY SCHEDULE FOR
10-MONTH EMPLOYMENT TRAINING SPECIALISTS
JULY 1, 2008– JUNE 30, 2009**

Steps	BA	BA + 16	MA	MA + 16	MA + 32
1	\$39,391	\$41,224	\$44,158	\$45,996	\$47,832
2	41,139	43,059	46,134	48,057	49,977
3	42,888	44,893	48,109	50,115	52,127
4	44,633	46,727	50,084	52,180	54,277
5	46,379	48,561	52,059	54,242	56,425
6	48,125	50,400	54,031	56,304	58,574
7	49,873	52,230	56,005	58,366	60,725
8	51,620	54,067	57,979	60,424	62,872
9	53,368	55,904	59,954	62,489	65,021
10	55,115	57,736	61,927	64,551	67,172
11	56,860	59,569	63,903	66,612	69,322
12	58,611	61,405	66,298	69,096	71,468
13	59,458	62,395	68,918	70,742	73,617
14			70,246	72,123	75,073
15			71,585	74,493	77,728
16			72,924	76,863	80,387

APPENDIX N

ORIENTATION AND MOBILITY TEACHERS

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5 The workday for orientation and mobility teachers shall consist of seven hours including a
6 one-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 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
11 approval of the program supervisor. In recognition of the flexible work schedule, each
12 employee shall receive additional compensation of 5 percent of his/her salary.
13

APPENDIX O

SALARY SCHEDULE FOR
SCHOOL NURSES
JULY 1, 2007 - JUNE 30, 2008

MINIMUM	MAXIMUM	INCREMENT
\$36,026	\$52,729	\$1,724

JULY 1, 2008 - JUNE 30, 2009

MINIMUM	MAXIMUM	INCREMENT
\$36,927	\$54,047	\$1,767

PENSION

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.

APPENDIX P

**APPENDIX P
SALARY SCHEDULE FOR
200-DAY TEAM MENTORS (EXTRA 9 DAYS PLUS 5%)
JULY 1, 2007 – JUNE 30, 2008**

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Steps	BA	BA+ 16	MA	MA+ 16	MA+ 32
1	\$38,558	\$40,351	\$43,224	\$45,022	\$46,820
2	40,268	42,147	45,157	47,040	48,919
3	41,981	43,943	47,091	49,054	51,024
4	43,689	45,738	49,025	51,077	53,129
5	45,397	47,534	50,957	53,094	55,232
6	47,106	49,333	52,889	55,112	57,334
7	48,818	51,125	54,820	57,131	59,440
8	50,528	52,922	56,752	59,144	61,542
9	52,238	54,722	58,686	61,167	63,646
10	53,950	56,515	60,617	63,185	65,751
11	55,657	58,309	62,550	65,202	67,854
12	57,370	60,106	64,894	67,633	69,956
13	58,200	61,075	67,459	69,245	72,059
14			68,759	70,597	73,484
15			70,070	72,916	76,083
16			71,381	75,237	78,686

**SALARY SCHEDULE FOR
200-DAY TEAM MENTORS (EXTRA 9 DAYS PLUS 5%)
JULY 1, 2008 – JUNE 30, 2009**

Steps	BA	BA+16	MA	MA+16	MA+32
1	\$39,521	\$41,361	\$44,305	\$46,149	\$47,990
2	41,275	43,202	46,287	48,215	50,143
3	43,030	45,041	48,268	50,281	52,300
4	44,780	46,882	50,250	52,352	54,457
5	46,532	48,721	52,231	54,422	56,612
6	48,285	50,567	54,210	56,489	58,767
7	50,038	52,403	56,190	58,560	60,926
8	51,791	54,246	58,171	60,623	63,080
9	53,544	56,089	60,152	62,696	65,236
10	55,298	57,926	62,133	64,766	67,394
11	57,049	59,767	64,115	66,833	69,552
12	58,805	61,608	66,518	69,325	71,705
13	59,655	62,602	69,147	70,976	73,861
14			70,479	72,362	75,321
15			71,823	74,739	77,986
16			73,165	77,118	80,653

APPENDIX Q

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 full-time vacancy for the following school year 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 full-time teacher vacancy for the following school year, 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, 51 percent 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 different schools have voting rights at both schools.

1 Teachers assigned to a school for less than half-time do not have voting rights at that
2 school.

3
4 4. *Does the decision to conduct interviews under Part V, Section P, automatically carry
5 over to each new school year?*

6
7 In January, any school which has participated in the interview process for at least two
8 staffing cycles may revoke that authority based upon an affirmative vote of at least 51
9 percent of the certified teaching staff assigned to the school/program.

10
11 5. *Can a principal/program administrator require teachers to elect teacher members to
12 establish an interview team?*

13
14 No. Service on an interview team is strictly voluntary.

15
16 6. *May a principal/program administrator unilaterally submit a request to do
17 interviews?*

18
19 No.

20
21 7. *May the principal make the decision that the school governance council members will
22 be in charge of conducting interviews for staff vacancies?*

23
24 No. The interview team is responsible for conducting the interview process and making
25 all decisions as to its operation, within the contract and applicable laws.

26 27 MEANING OF "VACANCIES KNOWN"

28
29 8. *What does the phrase "vacancies known for the following school year" mean?*

30
31 "Vacancy" is a term of art that has been defined by past practice and grievance arbitration
32 decisions. Vacancies are "known for the following school year" when the MPS
33 Department of Human Resources receives a formal written notice of retirement or
34 resignation, or a formal written request for a leave of absence, signed by a teacher.

35
36 In addition, all positions filled by teachers with DPI permits or interns in alternative
37 certification programs are vacancies known for the following school year.

38
39 A school's/program's plans to expand teacher positions for the next school year could
40 meet the definition of vacancies known.

1
2 9. *How are positions vacant during the current school year treated?*

3
4 The district continues to be obligated to fill any positions vacant where suitable candidates
5 become available at anytime during the school year consistent with Part V, Section M.

6
7 However, positions that are vacant during the school year which are not filled by
8 March 15 shall be considered vacancies known for the following school year and subject
9 to the school team interview process. If a selection is made during the interview process,
10 the district is no longer obligated to fill the position during the current school year.

11
12 10. *Which teacher vacancies may be filled by interviews?*

13
14 Under the contract, the term "teacher" means all positions within the teacher bargaining
15 unit.

16
17 For filling teacher vacancies through interviews, the contract provisions cover full-time
18 teacher positions including classroom teachers, social workers, librarians, guidance
19 counselors (both elementary and secondary), and specialists (art, music, physical
20 education, etc.).

21
22 However, the interview provisions do not apply to speech pathologist, diagnostic teacher,
23 and ESL teacher positions.

24
25 11. *If, for example, a third grade teacher submits a written notice to MPS of his/her*
26 *intent to retire at the end of the school year, must the principal list the vacancy as a third*
27 *grade position?*

28
29 No. As in the past, teachers have the right to make their preferences of assignment
30 within a school known to principals, and principals have the "power of assignment" - the
31 right to make teaching assignments within certification from among the existing faculty.

32
33 In this example, the principal could decide to move one of the present fourth grade
34 teachers to the third grade position that will become vacant next fall (based on the
35 retirement). The principal's power of assignment could be exercised in response to a
36 fourth grade teacher's request for a third grade assignment. In this example, the vacancy
37 known by May 1 could properly be listed as a fourth grade position, as determined by the
38 principal.

1 12. *If a teacher tells the administration that he/she wants to transfer, especially if that*
2 *teacher has sufficient seniority to assume the transfer will be granted, can that transfer*
3 *request be considered a known vacancy?*

4
5 No. There is no guarantee that the teacher will receive the transfer.

6
7 13. *Must a school advertise for all known vacancies if it wishes to participate in the*
8 *interview process?*

9
10 Yes. However, the school interview team will determine whom to interview and may
11 decide not to interview any applicants for one or more of the known vacancies.

12 COMPOSITION OF INTERVIEW TEAMS

13
14
15 14. *What are the contractual requirements for the school interview team?*

16
17 To conduct interviews, the contract requires a school interview team "consisting of an on-
18 site administrator, teachers, and at least one parent. A majority of the team shall be
19 teachers." Interns, permit teachers, and substitute teachers are ineligible to serve on a
20 team.

21
22 The school/program may not conduct interviews unless an interview team is established,
23 with teachers comprising a majority of the team members. In schools/programs with
24 more than one team, teachers must comprise the majority of each team.

25
26 In the operation of the school interview process, the principal serves as a member of the
27 team. Each school team should determine who will chair the team. The principal may
28 choose to assign an assistant principal to serve on the team(s), instead of the principal.

29
30 15. *Is there a minimum number of people who should serve on the interview team?*

31
32 Yes. The minimum number is five team members - an on-site administrator, three
33 teachers, and one parent. (The only exception is a school that has no on-site
34 administrator. At those sites, the team should consist of one parent and two teachers.)
35

APPENDIX Q

1 16. *What does the contractual provision that "a majority of the team shall be teachers"*
2 *mean?*

3
4 A majority of teachers means one more than the number of non-teacher members. For
5 example, if a team includes an administrator and two parents, the team must include four
6 teachers.

7
8 17. *Should alternate team members be elected in case a situation arises in which a team*
9 *member cannot participate when the interviews begin?*

10
11 Yes. Teachers should elect an alternate for each team in case a teacher is prevented from
12 serving on the team due to an illness or other unforeseen situation. Likewise, there
13 should be at least one parent alternate for each parent on an interview team.

14
15 Alternates should be elected at the same time as team members.

16
17 Alternates should receive training on the interview process, along with the team members
18 at each school/program. As part of the training process, it should be made clear that
19 alternates will serve only if needed prior to the start of the interviews for a particular
20 vacancy.

21
22 Information shared during interviews is to be kept confidential. Accordingly, only team
23 members will be allowed to participate in the interviews. Alternates will not be allowed
24 to attend interviews as non-voting observers.

25
26 18. *Are alternates allowed to serve on the interview teams after one or more of the*
27 *applicants has been interviewed?*

28
29 No. The integrity of the process is compromised if the composition of the team changes
30 after any of the candidates have been interviewed.

31
32 19. *What if a team member is absent on the day an interview is scheduled?*

33
34 Unless a duly-elected and trained alternate is available, the interview must be
35 rescheduled. A fair process requires the presence of the same team members at all of the
36 interviews held for a particular vacancy.

1 20. *May a school/program have more than one interview team?*

2
3 After the vacancies are determined, a school/program may decide that two or more teams
4 will serve its needs better than one team.

5
6 Ideally, a decision to do multiple teams would be made jointly by the principal and
7 teachers at the school. In most situations, a consensus decision can be reached without a
8 formal vote.

9
10 Without a clear consensus in favor of multiple teams, the BR should conduct a written,
11 secret ballot. To do multiple teams, a favorable vote by 51 percent of the teachers at the
12 school/program is required.

13
14 21. *Should teachers get involved in the process of selecting parent members to the team?*

15
16 As a general rule, teachers should let parents decide on the parent team members.

17
18 22. *Can an MPS employee with a child attending the school where he/she works serve as*
19 *a parent representative on that school's interview team?*

20
21 No. The School Board policy on school governance councils, established on
22 November 25, 1997, specifically excludes employees from serving as parent
23 representatives on school councils. The Board policy states: "A parent who is also a paid
24 employee of his/her child's school shall not serve in the capacity of 'parent member' on
25 the council, but may serve as a teacher representative or support-staff representative."

26
27 MPS has taken the position that the Board's policy on school governance councils applies
28 to the question of employees serving as parent representatives on interview teams. This
29 means that a teacher who has a child at the school may serve on the team only if elected
30 as a teacher representative. An administrator who is a parent of a child at the school may
31 serve as the on-site administrator team member, but not as a parent representative. Other
32 employees at the school - educational assistants, secretaries, cooks, etc. - may not serve
33 on a team at a school their child attends.

34
35 23. *What if a school/program cannot obtain parent participation on the interview team?*

36
37 The contract clearly requires the participation of at least one parent on the team. Without
38 the required team members, a school cannot do interviews.

APPENDIX Q

1 24. *What is meant by a "uniform process conducted by the BR" for the election of*
2 *teachers to serve on a school interview team?*

3
4 BR's must conduct a reasonable, fair, and democratic election process. Written notice of
5 the election must be provided to all teachers at the school/program. There must be an
6 opportunity for all teachers to be nominated and a reasonable period of time for voting by
7 written, secret ballot.

8
9 25. *Which teachers are eligible to vote in the election of teacher team members for*
10 *interview teams?*

11
12 "Teachers" include all members of the teacher bargaining unit assigned to the school full-
13 time, including counselors, speech pathologists, social workers, etc. Teachers assigned
14 half-time to two different schools have voting rights at both schools. Teachers assigned to
15 a school for less than half-time do not have voting rights at that school. Interns, permit
16 teachers, and substitute teachers are ineligible to vote on a team.

17
18 Any teacher eligible to vote is also eligible to serve on the team.

19
20 26. *How should BR's handle the election of multiple teams?*

21
22 In schools/programs which determine that the nature and number of vacancies dictate
23 more than one team, the BR should conduct a process that allows all teachers to be
24 nominated for each team and gives all teachers the opportunity to vote for the members of
25 each team.

26
27 For example, suppose a high school has one vacancy in English, two in science, and one
28 in LD, and the school decides to have three interview teams. Nominations would be open
29 to all teachers to serve on each of the three teams, and all teachers would have the
30 opportunity to vote for the members for each team. A social studies teacher could be
31 elected to the LD vacancy team. The voting for the science vacancies team would not be
32 limited to science department members. If elected, a teacher could serve on all three
33 teams. The BR would determine the mechanics of conducting the three elections.

34
35 27. *Are teachers elected to school interview teams on a permanent basis?*

36
37 No. Each January, the BR must conduct a new election of teacher team members.
38

RIGHTS AND RESPONSIBILITIES OF THE INTERVIEW TEAMS

1
2
3 **28. *What are the rights and responsibilities of the school interview team?***
4

5 School interview teams are empowered to determine which applicants they will interview,
6 to conduct the interviews, and to select teachers who best fit the school's program and
7 philosophy. If a team cannot reach consensus on a selection, agreement by a majority of
8 the team is required to select an applicant. A majority of the team members must agree
9 and sign off on the selection of an applicant.
10

11 Once a team has decided on which applicants to interview, it must interview all of them
12 before discussing the candidates and making its selection. For example, suppose ten
13 teachers applied for a position. Based on the interview team's review of the applications,
14 the team could decide to interview four of the ten teachers who applied. The team is then
15 required to interview all four applicants and should not discuss any of the candidates until
16 after the interviews are completed. Fairness requires that all applicants be given an equal
17 opportunity for consideration.
18

19 MPS is responsible for providing training to those involved in interviews regarding
20 discrimination laws and other statutes and regulations on how interviews must be
21 conducted.
22

23 Teachers serving on interview teams are acting within the scope of their employment.
24 The School Board will defend and hold teachers harmless if legal action arises as a result
25 of interviews.
26

27 **29. *Does MPS plan to provide training on interviewing each school year?***
28

29 Yes. Each year, training sessions will be made available to schools on a systemwide
30 basis.
31

32 **30. *Do the staff racial balance criteria, which were ordered by Federal Court in 1979,***
33 ***restrict the selection which a school interview team may make?***
34

35 No. The compulsory features for staff racial balance that had been followed since 1979
36 have been removed from the contract. An interview team cannot be required to accept or
37 reject an applicant based on the race of the candidate nor based on the racial make-up of
38 the school's current faculty.
39

APPENDIX Q

1 However, in accordance with Part I, Section H, of the contract, the Board and the MTEA
2 are committed to cooperating to ensure that the professional staff at each school is racially
3 diverse, in continuation of the Board's longstanding commitment to the faculty assignment
4 goals ordered by the Federal District Court in 1979. The Board and the MTEA make this
5 commitment because they wish to avoid racial isolation of school faculties, and they
6 believe that having racially and ethnically diverse faculty and staff at each school is
7 educationally beneficial for all students.

8
9 *31. Does the contract provide teachers who serve on interview teams with any additional*
10 *pay or compensatory time off for their service?*

11
12 No. The contract does not provide additional pay and/or released time for this service.

13
14 *32. May interviews take place during the school day?*

15
16 No. There is no contractual provision defining when interviews may be held. MPS has
17 determined that all interviews must be held outside of the school day. Since teacher and
18 parent service on interview teams is voluntary and unpaid, the scheduling should
19 accommodate them, as well as the schedules of the applicants.

20
21 *33. Must interview team interview all applicants?*

22
23 No. All applications for a vacancy at a school are given to the interview team. The
24 interview team determines which applicant(s) it will interview.

25
26 *34. Does the interview team have the option of not selecting any of the applicants*
27 *interviewed?*

28
29 Yes.

30
31 *35. What happens to all of the notes, score sheets, and any other materials produced by*
32 *interview team members after the process is completed?*

33
34 MPS has directed the principals to permanently retain all materials - including personal
35 notes - produced by all interview team members. Such documents may be considered as
36 evidence if any legal action resulted from interviews.

1 36. *May interviews be taped?*

2
3 No. MPS has determined that taping (audio or video) will not be permitted for school
4 team interviews to fill teacher vacancies.

5
6 37. *Can interview team members review the personnel file of the candidate?*

7
8 No.

9
10 **RIGHTS AND RESPONSIBILITIES OF TEACHERS SEEKING**
11 **INTERVIEW REASSIGNMENTS**

12
13 38. *What are the rights and responsibilities of teachers seeking interview reassignments?*

14
15 Teachers may apply for as many schools as they choose which have vacant positions
16 consistent with their licenses.

17
18 A teacher who submits an application is not guaranteed an interview; each school
19 interview team determines whom it will interview.

20
21 Teachers who are interviewing have the right to withdraw their application(s) by the close
22 of business (5:00 p.m.) on the day following the interview. Withdrawal requires a
23 written, in-person request (form is available in MPS Department of Human Resources,
24 Certificated Staffing) by the teacher or his/her representative. Failure to withdraw an
25 application may result in the teacher's assignment to the school at which he/she
26 interviewed.

27
28 Teachers who obtain an interview reassignment may not exercise their rights to a
29 voluntary transfer under the contractual seniority or interview transfer provisions for
30 three years.

31
32 39. *If a teacher is selected and confirmed for a vacancy at the first school/program*
33 *where he/she interviews, should the teacher go through the additional scheduled*
34 *interviews?*

35
36 No. The teacher should cancel any further interviews - in fairness to the interview teams
37 at the other schools/programs.

APPENDIX Q

1 *40. Where do teachers obtain application forms to apply for interview reassignments?*

2
3 The MPS Department of Human Resources will make copies of the application forms
4 available in all schools no later than March 1. Applications will also be available on the
5 Human Resources Website. The MTEA and the MPS central services will also have
6 copies of the form. (Please note that individual schools can also require applicants to
7 submit additional information to the school.)

8
9 *41. Schools/programs have the option of requiring applicants to provide information in*
10 *addition to the interview application form. How will this be handled?*

11
12 The telephone numbers of schools/programs which require additional information from
13 the interview applicants will be noted on the listing of schools with "vacancies known"
14 posted in all schools/programs.

15
16 The principal/program administrator in such schools/programs will distribute the school's
17 additional information form to all potential applicants either at the school's informational
18 meeting or in response to requests from interested teachers.

19
20 Teachers who apply will be responsible for submitting the additional information to the
21 principal at the school requesting it. This information must go directly to the school - not
22 to central services.

23
24 However, the application form for interviews for all schools must be submitted to the
25 MPS Department of Human Resources - not to the schools.

26
27 Applicants are solely responsible for the timely filing of a separate application form for
28 each school/program they are interested in applying to and for submitting any additional
29 information requested by a school/program.

30
31 *42. Can a teacher who received a seniority transfer within the last three years seek an*
32 *interview transfer?*

33
34 No. The contractual limit on receiving another transfer within three years of obtaining a
35 voluntary seniority transfer applies to both seniority and interview transfers.

1 43. *When are teachers selected by interview teams considered "assigned" to their new*
2 *schools?*

3
4 All of the "assignments" made during the spring interview process are considered
5 tentative until the start of the next school year. They are treated the same way as the "on
6 paper" reassignments made during the regular seniority transfer process each summer.

7
8 It is anticipated that most of the vacancies for the next school year will not change.
9 However, unforeseen changes may become necessary after the School Board adopts the
10 budget for the coming year and/or after the student enrollment projections for the next
11 school year are made.

12
13 If there are changes in teacher needs known by June 30 which would result in a teacher
14 who has been selected by the interview process displacing a teacher who has been
15 working at the school, the tentative assignment of the teacher selected by the interview
16 process would be rescinded.

17
18 In the event that an interview assignment is rescinded by June 30, the selected teacher
19 would remain at his/her school and be given an opportunity to submit a voluntary transfer
20 request for consideration when the contractual seniority transfer procedures are
21 implemented during the summer. Likewise, if that teacher's remaining at his/her school
22 results in another teacher at the school being excessed, that teacher would be given an
23 opportunity to complete the standard reassignment form used by excessed teachers.

24
25 Although extremely unlikely, a situation may arise late in the summer which results in an
26 anticipated vacancy not materializing. If so, the teacher selected by the interview process
27 would remain at his/her school - rather than displacing a teacher who has been working at
28 the school which made the interview selection.

29
30 On organization day, teachers who are reassigned through the interview process, as well
31 as teachers reassigned through the seniority transfer process, are considered permanently
32 "assigned" to their new schools. As in the past, if excessing takes place based on the
33 third Friday student count, newly-assigned teachers would be treated as assigned to the
34 school, the same as all other teachers at the school. Excessing would be done by
35 contract, based on systemwide seniority.

STAFFING

Agreements between the MTEA and the administration concerning various staffing questions:

QUESTION 1

When the enrollment in a building decreases to a point that one teacher must be reassigned, who would be reassigned first, a fully certified teacher or a second semester intern?

The agreement as to question 1 is that volunteers would be reassigned first and if no volunteers, then the intern would be reassigned in his/her area of preparation (primary, intermediate, or secondary, etc.). If there was no position for the intern, then the regular teacher with least seniority would be reassigned. This teacher would be able to replace a newly hired teacher in another school following conditions as set forth in question 2 below.

QUESTION 2

When a teacher is dropped from one building because of a decrease in enrollment and that teacher has some systemwide seniority, may he/she take the position of a newly assigned teacher in another school?

The agreement as to question 2 was that newly hired teachers will be tentatively assigned until after staffs are balanced. Under this procedure, an experienced teacher who is out of assignment because of an enrollment drop will be offered an assignment of a newly hired teacher. If the teacher refuses the assignment, he/she will be placed on day-to-day assignment until such time that an opening occurs. At that time, he/she will be placed. It is understood that while the teacher will not be offered a choice of assignments, the MPS Department of Human Resources will accommodate the teacher's desired assignment to the extent possible.

QUESTION 3

Where a kindergarten teacher is assigned two half positions and one of those positions closes, does that kindergarten teacher have the right to bump a person with less seniority into the half-time position so that he/she may move into the full-time position that exists in one of the buildings at which he/she is working?

1 The agreement was that if a kindergarten teacher on a regular, full-time assignment is
2 required to shift to a split of two schools, the school from which he/she is split will be
3 considered the primary assignment and his/her seniority rights will stand at that school.
4 In the event that a teacher originally, or due to being moved out of the school, is placed in
5 two schools simultaneously, the school to which he/she is assigned in the morning will be
6 the primary school and he/she may exercise his/her seniority at that school.

7
8 **QUESTION 4**

9
10 What happens to teachers who are excessed from one building and put on day-to-day
11 assignment in terms of their being reassigned to another building? Are they given a
12 choice as to the schools they would like, are they assigned in any form of seniority, or are
13 they arbitrarily assigned by the personnel office?

14
15 The agreement was that a teacher who is on day-to-day assignment would be reassigned
16 on the basis of systemwide seniority to the next available assignment for which he/she is
17 qualified.

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