

CONTRACT

between

THE MILWAUKEE BOARD OF SCHOOL DIRECTORS

and

THE MILWAUKEE TEACHERS' EDUCATION ASSOCIATION

(Teachers)

July 1, 2007

to

June 30, 2009

TABLE OF CONTENTS

	Page
Resolution and Where As Clause	1
 PART I	
A. Definitions	1
B. Consideration	1
C. Conditions and Duration of Contract	2
D. Negotiations	2
E. Guidelines For Negotiations	3
F. Agreement, Rules, Policies, and Procedures	3
1. Agreement and Existing Rules	3
2. Amendments to Rules or Board Policies	4
3. Administrative Procedures	4
G. Negotiations of Position Descriptions	5
H. Integration	5
I. Ethics Code	6
 PART II	
A. Recognition	6
B. MTEA Negotiating Committee	7
C. Management Responsibilities	7
D. MTEA Responsibilities	8
E. Bulletin Boards and Mailboxes	8
F. Dues, Fair Share, and Payroll Deductions	8
1. Dues Deduction	8
2. Fair Share	9
3. Savings Bonds	9
G. Budget Information	9
 PART III SALARIES AND FRINGE BENEFITS	
A. Salaries	10
B. Health and Dental Benefits	10
C. Life Insurance	52
D. Insurance Deductions and Credit Union Deductions	53
1. Deductions of MTEA-Sponsored Insurance Plans	53
2. Credit Union Deductions	54
3. Information Processing	54

TABLE OF CONTENTS

	Page
4. Billing	55
E. Payment of Salaries, 12-Month Pay Plan, and Payroll	
Adjustments	55
1. Payment of Salaries	55
a. Frequency and Number of Days	55
b. Authorized Payroll Deductions	55
c. Release of Paycheck	56
d. Direct Deposit	56
e. Paycheck Transmittal	56
2. Twelve-Month Pay Plan	57
3. Payroll Corrections	57
4. Information on Check Stub	58
F. Protection of Teachers	58
1. Assistance in Assault and/or Battery	58
2. Legal Counsel	59
3. Insurance	60
4. Compensation for Lost Time	61
G. Sick Leave	61
1. General Provisions	61
2. Summer Assignments	62
3. Absence on Account of Death	62
4. Miscellaneous	63
5. Personal Absence Days	64
6. Leave of Absence for Sickness	65
7. Professional Assistance Procedure	66
8. Separation From Service	66
9. Control of Sick Leave	66
10. Incentive Days	67
H. Leaves of Absence	69
1. For Injury, Compensable Disease, or Other Casualties	69
2. Maternity Leave	71
a. Options	71
b. Temporary Disability Absences	72
c. Payment of Temporary Disability Benefits	72
d. Adoption Leave	72
e. Paternity Leave	73
3. Jury Duty	73
4. Leave for Professional Study, Research, or Special Teaching Assignment	73
5. Convention Leave	74

TABLE OF CONTENTS

	Page
6. Exchange Teachers Leave	74
7. Legislative Leaves	75
8. Military Leave	75
9. Other Leaves	77
a. Extended Leaves	77
b. Personal Absence Without Pay	77
c. Brief Absence	78
d. Pretenure Physical Examination - Leave	78
e. Leaves of Absence for Association Employees	79
f. Absence for Milwaukee Teachers' Retirement Fund Association President	79
10. Duration of Leaves	79
11. Curtailment of Leave	80
12. Return After Leave of Absence	80
13. Violation of Leave of Absence Provisions	81
I. Tax Deferred Annuity Plans	81
J. Application of Employee Benefits Prior to Regular Year	81
K. Severance Pay	82
L. Early Retirement Fund	82
PART IV TEACHING CONDITIONS AND EDUCATIONAL IMPROVEMENTS	
A. School Year	84
B. Teaching Day	84
1. High Schools	84
2. Teacher Day	84
3. Banking Time	85
4. Collaborative Planning Time	86
5. Additional Assignments	87
6. Deductions	89
7. Additional Paid Assignments	89
8. Lunch Period	91
9. Department Chairperson	91
10. Rotation of Duties	92
11. Secondary Classrooms	92
C. Special Education Class Sizes	92
D. Special Education	92
E. Building Security	94
F. Discipline	95

TABLE OF CONTENTS

	Page
G. Procedure for Schools With Special Problems	98
1. MTEA Involvement	98
2. Administrative Verification	98
3. Conference With Superintendent	99
4. Board Consideration	99
H. Experience Credit for Teachers	99
I. Inservice and Tuition Reimbursement	102
1. Inservice	102
2. Special Education Training	103
3. Reading Training	103
4. Health Tuition	104
5. Mathematics and Other Needed Certification	104
J. New Teachers and School Social Workers Orientation	104
K. Faculty Lounges	105
L. Teacher Involvement	105
M. Teacher and School Social Worker Evaluations	105
N. Allegations of Misconduct	111
1. Misconduct	111
2. Emergency Situations	113
O. Parent Conference Days	114
P. Educational Assistants	115
Q. Textbooks, Resource Guides	115
1. Teacher Editions	115
2. Resource Guides for Special Education	115
3. Use of Textbooks in Middle Schools	115
R. MTEA and Teacher Representation	115
1. Building Representative and School Representative Committee	115
2. Volunteers/Interns	115
S. School Fund, Board Rules, and Locational Budget	116
1. School Fund Procedure	116
2. Board Rules	116
3. Locational Budget	116
T. Other Teaching Conditions and Educational Improvements	116
1. Special Groups	116
2. Parent Complaints	116
3. Upham Woods	116
4. Physically Unattached Sites	117
5. Physical Conditions of Buildings	117
6. Parent or Legal Appeals under Chapter 115	117
7. Telephones	117

TABLE OF CONTENTS

	Page
8. Dual Assignment	117
9. Local School Governance	117
10. Safety and Security	117
U. Communicable Diseases	118

PART V TEACHER ASSIGNMENTS AND REASSIGNMENTS

A. Assignment	119
B. Assignments With Teaching Certificate	119
C. Assumption of Temporary Administrative Duties	119
D. Preference of Assignment	119
E. Resignation	120
F. Seniority Definition	120
G. Reassignment	121
1. Reduction in Enrollment	121
2. Voluntary Transfers	121
3. Assignment of Relatives	122
4. Personnel Procedures	122
5. Evaluation	122
H. List of Vacancies	123
I. Reassignment Requests	123
J. Assignment to a Particular School	123
K. Staffing of Specialty Schools	124
1. Existing Totally Specialized Buildings	124
2. Existing Specialty Programs Within Buildings	127
3. New Specialty Schools and Programs	128
4. Staff Compatibility With a Specialized Program	129
L. School Social Workers Notification Procedure	130
M. Filling Vacancies	131
N. Absence Beyond 45 Days	131
O. Out of Assignment	131
P. Reassignments Through School Interviews	131
Q. School Reconstitution Process	137

PART VI SUMMER SCHOOL

A. Assignment	140
B. Length of Assignment	140
C. Orientation	142

TABLE OF CONTENTS

	Page
D. Summer School Department Chairperson	142
E. Payroll and Hiring Practices	142
 PART VII GRIEVANCE AND COMPLAINT PROCEDURE	
A. Purpose	143
B. Definitions	143
C. Resolution of Grievance or Complaint	144
D. Steps of Grievance or Complaint Procedure	144
1. Jurisdictional Authority	145
2. Appointment of Impartial Referee	146
E. Presence of Complainant or Grievant	147
F. Group Grievance	147
G. Procedure for Grievances Which Are Not Under the Jurisdiction of a Principal	147
H. Conduct Matters	148
I. Waiver By the Grievant	148
J. Prohibited Practices	148
K. Non-Discrimination Clause	148
 PART VIII NO STRIKE CLAUSE	
	149
 PART IX BASIS FOR AGREEMENT	
A. Agreement on Behalf of MTEA	149
B. Agreement on Behalf of the Board	149
C. Aid to Construction of the Provisions of Contract	149
D. Saving Clause	150
 PART X NON-RECRIMINATION CLAUSE	
	150
 PART XI RESIDENCY	
	151
 PART XII REDUCTION IN WORK FORCE	
A. Reduction in Work Force Prevention Procedures	151
B. Layoff Procedure	152
1. Solicit Qualified Volunteers for Layoff	152
2. Certification/Licensure Requirements in Order to Exercise Seniority	152

TABLE OF CONTENTS

	Page
3. Employees Identified for Layoff	153
C. Notification of Layoff	153
1. Prior Notice in Writing	153
2. Notification to MTEA	153
3. Notice by Certified Mail, Return Receipt Requested	153
4. Notice Contents and Information	153
D. Restaffing after Layoff	154
1. Vacancies	154
2. Curtailment of Leaves During Layoff	154
3. Returning from Leave During Layoff	154
E. Rights of Employees on Layoff	154
1. Length of Recall Rights	154
2. Health Insurance	154
3. Dental Insurance	154
4. Group Life Insurance	155
5. Death Benefit	155
6. Accumulated Sick Leave	155
7. Incentive Pay	155
8. Other Employment	155
9. Accumulated Vacation	155
10. Summer School	156
F. Recall Procedure	156
1. Determination of Recall	156
2. Additional Certification While on Layoff	156
3. From Layoff	156
4. Notification of Recall	156
5. Response to Recall	156
6. Failure to Respond or Refusal of Recall	156
7. No New Employees or Substitutes in Vacant Positions	157
G. General Provisions	157
1. Seniority of Administrators/Supervisors	157
2. DPI Certification/Licensure	157
3. Qualified	157
 PART XIII MENTOR PROGRAM	 158
 PART XIV TEACHER EVALUATION AND MENTORING (TEAM)	 159

TABLE OF CONTENTS

	Page
PART XV SPECIAL EDUCATION MOST RESTRICTIVE PLACEMENT (MRP) CADRES, MENTORS, AND MENTOR BOARD	
A. Special Education Most Restrictive Placement (MRP) Cadres	166
B. Special Education MRP Mentors	167
C. Mentor Board	168
PART XVI JOB-SHARING PILOT PROGRAM	168
APPENDIX A	
Salary Schedule for 191-Day Teachers and Teacher-Librarians	
July 1, 2007, to June 30, 2008	174
July 1, 2008, to June 30, 2009	175
Application of Appendix A	176
APPENDIX B	
Interscholastic Athletics Schedule A	
July 1, 2007, to June 30, 2008	182
July 1, 2008, to June 30, 2009	183
Application for Appendix B, July 1, 2007, to June 30, 2009	184
APPENDIX C	
Schedule E - Extracurricular Activities	185
Application for Schedule E - Appendix C, July 1, 2007, to June 30, 2009	186
APPENDIX D	
Rates for Instrumental Music Teachers - Schedule M	
July 1, 2007, to June 30, 2008	189
July 1, 2008, to June 30, 2009	190
Application for Appendix D, July 1, 2007, to June 30, 2009	191
APPENDIX E - SUPPLEMENTARY PROVISIONS FOR SPECIAL GROUPS	
Driver Education Instructors	191
Guidance Counselors	192

TABLE OF CONTENTS

	Page
Vocational Counselors	193
School Librarians	193
Coordinating Teachers of Cooperative Programs	194
Coaches	194
Audiovisual Building Directors in Middle and High Schools	196
Band Directors	197
Orchestra Directors	197
Trade and Technology Teachers	197
Interscholastic Academics -- Chess, Math, Debate, and Forensics	198
School Social Workers	198
Family and Consumer Education	199
Cheerleader Advisors	199
Traveling Instrumental Music Teachers Salary Schedule	
July 1, 2007, to June 30, 2008	200
July 1, 2008, to June 30, 2009	200
Traveling Music Teachers	201
Special Education Labor Management Committee	201
 APPENDIX F - MILEAGE	 203
 APPENDIX G - SNOW EMERGENCIES	 204
Related Calendar Provisions	205
 APPENDIX H	
Salary Schedule for 200-Day Employees	
July 1, 2007, to June 30, 2008	206
July 1, 2008, to June 30, 2009	206
Application of the Schedule	206
Pension	206
Salary Schedule Placement	206
Outside Experience Credit	207
 APPENDIX I - PART-TIME TEACHERS WORKING LESS THAN 50 PERCENT OF A FULL TEACHING SCHEDULE	 207

TABLE OF CONTENTS

	Page	
APPENDIX J – EMPLOYMENT OF RETIRED MPS CERTIFICATED EMPLOYEES AS TEACHERS (50 PERCENT OR MORE)		
A. Salary	208	
B. Health Insurance	208	
C. Dental Insurance	209	
D. Life Insurance	209	
E. Pension Benefits	209	
F. Sick Leave	210	
G. Application of Contract	210	
 APPENDIX K		
Salary Schedule for 191-Day Therapists		
July 1, 2007, to June 30, 2008	210	
July 1, 2008, to June 30, 2009	211	
Application of the Schedule	211	
Pension	211	
Salary Schedule Placement	211	
 APPENDIX L - SPECIALTY TEACHERS		211
 APPENDIX M - EMPLOYMENT TRAINING SPECIALISTS		212
Salary Schedule for 12-Month/10-Month Employment Training Specialists		
July 1, 2007, to June 30, 2008	214	
July 1, 2008, to June 30, 2009	216	
 APPENDIX N - ORIENTATION AND MOBILITY TEACHERS		218
 APPENDIX O		
Salary Schedule for School Nurses		
July 1, 2007, to June 30, 2008	219	
July 1, 2008, to June 30, 2009	219	
Pension	219	

TABLE OF CONTENTS

	Page
APPENDIX P	
Salary Schedule for 200-Day Team Mentors (Extra 9 Days Plus 5%)	
July 1, 2007, to June 30, 2008	220
July 1, 2008, to June 30, 2009	221
APPENDIX Q	
School Interviews/Staffing Questions and Answers	
Interviews	222
Staffing	234

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 be
8 obligated to bargain collectively with respect to any subject or matter referred to or
9 covered in this contract or with respect to any subject or matter not specifically referred
10 to or covered in this contract except as otherwise provided herein.

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

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

30
31 **D. NEGOTIATIONS**

32
33 Either party to this contract may select for itself such negotiator or negotiators for the
34 purpose of carrying on conferences and negotiations under the provisions of Section 111.70
35 Wisconsin Statutes, as such party may determine. No consent from either party shall be
36 required in order to name such negotiator or negotiators, except as limited by Part II,
37 Section B.
38

1 **E. GUIDELINES FOR NEGOTIATIONS**
2

3 1. Conferences and negotiations for a new contract shall be conducted promptly by
4 the parties in a good faith effort to reach a settlement and to meet the Board's budget
5 deadline. In order to meet these deadlines and in an effort to expeditiously conclude
6 negotiations, the parties will observe the following timetable:
7

8 Both the MTEA and the Board shall submit proposals no later than January 15 prior to
9 the termination of the agreement and begin negotiations no later than February 15 prior
10 to the termination of the agreement.
11

12 It is agreed that the dates specified in these guidelines may be waived by mutual consent
13 of the parties.
14

15 2. The negotiators for the Board and the MTEA shall recommend to the Board and
16 the MTEA, respectively, that they ratify any agreements reached in negotiations. Upon
17 ratification, the agreement shall be reduced to writing and signed by both parties.
18

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

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

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

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

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2. AMENDMENTS TO RULES OR BOARD POLICIES

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

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

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

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

3. ADMINISTRATIVE PROCEDURES

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

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

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

3
4 d. If, during the term of the contract, any administrative procedure is changed by
5 amendment or by a new procedure, on which the contract is silent, which is
6 primarily related to wages, hours, and working conditions of the members of the
7 bargaining unit, the MTEA may request to initiate negotiations and obligate the
8 Board to negotiate over such new administrative procedure or change thereto. If,
9 after a reasonable period of negotiations, no agreement has been reached, either
10 party may proceed to mediation prior to the implementation of such procedure.
11 Either party may proceed to advisory fact finding if the matter is not resolved in
12 mediation. In an emergency situation which would interfere with the orderly
13 operations of the schools, the administration may temporarily implement
14 emergency action prior to mediation.

15
16 e. If, during the term of the contract, any administrative procedure which is
17 primarily related to educational and/or public policy is changed by amendment or
18 by a new procedure which has an impact on the wages, hours, and conditions of
19 employment of the members of the bargaining unit, and the contract is silent, the
20 MTEA may request to initiate negotiations and obligate the Board to negotiate the
21 impact of such change or new procedure.

22
23 f. Disputes under this section shall not be subject to the grievance procedure, but
24 shall be resolved through a petition for declaratory ruling or a prohibited practice
25 complaint before the WERC.

26 27 **G. NEGOTIATIONS OF POSITION DESCRIPTIONS**

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

34 35 **H. INTEGRATION**

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

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

4
5 The parties agree to utilize all legally permissible measures to implement these goals.

6
7 The Board agrees to indemnify and to hold the MTEA harmless for damages, including legal
8 fees, in any suit, action, claim or other federal, state, or local government proceeding which
9 is brought against the MTEA to challenge this clause or its application. The application of
10 this indemnification provision is contingent upon the cooperation of the MTEA in the
11 investigation and defense of any such suit, action, claim, or other proceeding.

12 13 **I. ETHICS CODE**

14
15 Notwithstanding the existence of a 1990-92 collective bargaining agreement between the
16 Board and MTEA, the Board shall bargain with MTEA, in accordance with the terms of this
17 paragraph, concerning all mandatory subjects of bargaining and aspects of any ethics code
18 adopted by the Board. Nothing in this paragraph waives MTEA's right to assert that the
19 adoption of such a code itself is a mandatory subject of bargaining or waives the Board's
20 right to assert that the adoption of such a code itself is not a mandatory subject of bargaining.
21 If the Board and MTEA do not reach a voluntary agreement on any subject about which
22 they are legally required to bargain, either party may invoke interest arbitration under
23 Section 111.70(4)(cm), Wisconsin Statutes.

24 25 26 **PART II**

27 28 **A. RECOGNITION**

29
30 1. The Board of School Directors (hereinafter referred to as the Board) recognizes the
31 Milwaukee Teachers' Education Association (hereinafter referred to as the MTEA) as
32 the duly certified exclusive collective bargaining representative for all regular teaching
33 personnel (hereinafter referred to as teachers) teaching at least 50 percent of a full
34 teaching schedule or presently on leave, as well as those teaching on a regular part-time
35 basis less than 50 percent of a full teaching schedule, (including guidance counselors,
36 school social workers, teacher-librarians, traveling music teachers and teacher
37 therapists, including speech pathologists, occupational therapists and physical
38 therapists, music teachers 550N who are otherwise regularly employed in the bargaining
39 unit, team managers, clinical educators, speech pathologists, itinerant teachers,

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

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

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

19
20 **B. MTEA NEGOTIATING COMMITTEE**

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

27
28 **C. MANAGEMENT RESPONSIBILITIES**

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

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D. MTEA RESPONSIBILITIES

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

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

E. BULLETIN BOARDS AND MAILBOXES

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

F. DUES, FAIR SHARE, AND PAYROLL DEDUCTIONS

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

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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.

1	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
2			
3			
4	Plan Deductible (per calendar year; applies before co-insurance is payable)	\$100 individual \$300 family	\$100 individual \$300 family
5			
6			
7			
8			
9	Annual Co-Insurance Limit (excludes deductible and co-pays; once family co-insurance limit is met, all family members will be considered to have met their co-insurance limit for the remainder of the calendar year.)	\$200 individual \$600 family	\$500 individual \$1,500 family
10			
11			
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14			
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16			
17			
18	Lifetime Maximum	\$2,382,000**** per covered individual in calendar 2005 (indexed to the medical CPI adjusted each January 1 thereafter)***	\$2,382,000**** per covered individual in calendar 2005 (indexed to the medical CPI adjusted each January 1 thereafter)***
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36	<p>*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).</p> <p>***Maximums are a combined limit for in-network and out-of-network.</p> <p>****Lifetime maximum is a combined limit for benefits paid by any MPS self-funded health plan.</p>		
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1	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
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 as defined by the third party administrator [TPA]), including in-network and out-of-network physician services	\$50 co-pay	\$50 co-pay
12			
13			
14			
15			
16			
17	Non-emergency use of the emergency room	50% after deductible	50% after deductible
18			
19			
20	Physician Services		
21	Office visits (non-surgical) to non-specialists	\$10 co-pay	80% after deductible
22			
23			
24	Routine physicals/immunizations: well-baby care to age 2 (up to 10 routine exams annually); children age 2+ to age 7 (2 routine exams annually); children age 7+ to adult (1 routine exam annually); adults (1 routine exam annually)	\$10 co-pay (immunizations at 100% with co-pay waived for children, birth to age 6)	80% after deductible (immunizations at 100% with deductible waived for children, birth to age 6)
25			
26			
27			
28			
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31			
32			
33			
34	Routine ob/gyn exam (1 routine exam per calendar year, including 1 pap smear and related fees)	\$10 co-pay	80% after deductible
35			
36			
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*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).

	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
1			
2			
3			
4	Routine mammography	90% after deductible	80% after (One
5	mammogram per calendar		deductible
6	year for covered females 40		
7	and over)		
8			
9	Specialist (office visits)	90% after deductible	80% after
10			deductible
11			
12	Surgery	90% after deductible	80% after
13			deductible
14			
15	Physician in-hospital services	90% after deductible	80% after
16			deductible
17			
18	Allergy testing and treatment	90% after deductible	80% after
19			deductible
20			
21	Allergy injections	90% after deductible	80% after
22			deductible
23			
24	Immunizations and injections	90% after deductible	80% after
25		(immunizations at 100%	deductible
26		with deductible waived	(immunizations at
27		for children, birth to	100% with
28		age 6)	deductible waived
29			for children, birth
30			to age 6)
31			
32	Other physician services	90% after deductible	80% after
33			deductible
34			
35	Maternity (coverage includes	90% after deductible	80% after
36	voluntary sterilization and		deductible
37	voluntary abortion)		
38			
39			

*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services 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).

1	Covered Medical Services/ Plan Design Features	In-Network Payment*	Out-of-Network Payment*
2			
3			
4	Contraceptives (including injectable contraceptives that are not self-administered and inserted and implanted contra- ceptive devices)	90% after deductible	80% after deductible
5			
6			
7			
8			
9			
10	Infertility Treatment Artificial insemination (6 cycles lifetime maximum). Advanced reproductive technology, including in vitro fertilization, GIFT, ZIFT to lifetime maximum of \$30,000.	90% after deductible	80% after deductible
11			
12			
13			
14			
15			
16			
17	Diagnostic X-Ray & Laboratory (other than physician's office)	90% after deductible	80% after deductible
18			
19			
20	Durable Medical Equipment	90% after deductible	80% after deductible
21			
22			
23	Prescription Drugs		
24	Retail pharmacies (local and nationwide)	100% after 10% co-pay off discounted charge, for 30-day supply at Medco participating pharmacies	100% after a 20% co-pay for 30-day supply
25			
26			
27	Contraceptives (oral, transdermal, and intravaginal), fertility drugs (oral and injectable), and diabetic supplies included		
28			
29			
30			
31			
32			
33			
34	No mandatory generics		
35			
36			
37			
38			
39			

*Once both the annual (calendar year) deductible and the co-insurance limit have been reached, all medical services 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).

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

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

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

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

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	Included	N/A
8	care with nationally respected		
9	doctors, clinics, and hospitals.		
10	Travel expenses for the member		
11	and a companion are covered –		
12	up to a maximum of \$10,000 per		
13	episode.)		
14			
15			
16	Inpatient Precertification and Concurrent Review (applies to	Provider initiated.	Member initiated
17	inpatient hospital, treatment		(Not required for
18	facility, skilled nursing		employees/ dependents
19	facility, home health care,		enrolled in
20	hospice care & private duty nursing		Medicare as
21	care)		primary)
22			
23			
24	Penalty to employee for	None	\$300 penalty.
25	failure to precertify		Applies per
26			occurrence (Does
27			not apply to
28			employees/ dependents
29			enrolled in
30			Medicare as
31			primary)
32			
33			
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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).

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	Continuation	Standard COBRA continuation applies.	
26			
27	Extension of Benefits	Twelve months extension if totally disabled when coverage ceases – extension applies to all covered expenses for the conditions causing such disabilities.	
28			
29			
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39	*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).		
40			
41			
42			

1	Coordination With Other Benefits	Maintenance of Benefits (MOB) per
2	Including Medicare	transaction without a bank applies to dependents
3		of active employees (including employees on
4		leave) and retirees/dependents not Medicare
5		primary. See Section B(1)(a)(10). Coordination
6		of Benefits (COB) 100% without a bank applies
7		when retiree/dependent is Medicare primary.
8		See Section B(1)(a)(10).
9		
10	Order of Benefit Determination	Standard rules apply (parent birthday, divorced
11		or separated parent, retired or laid off,
12		continuation, cost containment).
13		

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

16
17 **3) PLAN DESIGN**

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

28
29 Co-insurance limits (excluding outpatient mental health, outpatient
30 alcohol/drug abuse, and non-emergency use of emergency room services)
31 are the maximum amount of out-of-pocket expenses (other than office
32 visit, urgent care, emergency room, and prescription co-pays;
33 deductibles; and penalty payments) that an employee/family will have to
34 pay for in-network medical services in a calendar year.

35
36 Only those out-of-pocket expenses resulting from the applications of the
37 co-insurance percentage (except outpatient mental health, outpatient
38 alcohol/drug abuse, and non-emergency use of emergency room services)
39 may be used to satisfy the calendar year co-insurance limit.
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The in-network and out-of-network deductibles and co-insurance limits cross apply between in-network and out-of-network.

b) **Out-of-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 out-of-network shall be subject to a 20 percent individual-paid co-insurance amount until the annual out-of-network co-insurance limit of \$500 per individual/\$1,500 per family is reached. Once the out-of-network co-insurance limit is reached in a calendar year, all covered medical expenses provided out-of-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 emergency room and prescription co-pays, deductibles, and penalty payments) that an employee/family will have to pay for out-of-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.

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

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

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

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

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

10
11 b) **General Exclusions.** The general exclusions as contained in the
12 memorandum of understanding dated July 22, 2002, and effective
13 November 1, 2005, any medication that is used for the treatment of
14 erectile dysfunction or sexual dysfunction, and all subsequent negotiated
15 amendments.
16

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

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

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

35 6) **THIRD PARTY ADMINISTRATION.** Effective March 1, 2001, the
36 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 indemnity
38 health plan shall be Medco Health Solutions, Inc. (Medco).
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a) The MTEA shall be provided with a copy of the administrative services contract between the Board and its TPA(s) as soon as they become available.

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

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

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

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

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

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

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

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

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

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

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

8) **PHARMACY NETWORK.** The pharmacy management prescription drug program offered by the TPA, containing a Milwaukee and national

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

10
11 Effective November 1, 2005, the TPA for the pharmacy network, including
12 the administration of out-of-network pharmacy claims, shall be Medco.

13
14 **Viagra and Similar Medications:**

15
16 a) Effective July 1, 2002, Viagra and similar medications shall be
17 covered only through participating pharmacies of the Aetna pharmacy
18 network in accordance with "Viagra endorsement" language to include
19 all subsequent standard Viagra endorsement changes made by the TPA.

20
21 b) Effective July 1, 2002, Viagra and similar medications shall not be
22 covered through the mail-order pharmacy program.

23
24 c) Effective November 1, 2005, Viagra and similar medications shall
25 no longer be covered by the PPO indemnity health plan.

26
27 **Appetite Suppressant Medications:**

28
29 a) Effective July 1, 2002, to November 1, 2005, appetite suppressant
30 medications shall be covered only through participating pharmacies of
31 the Aetna pharmacy network in accordance with "Aetna Pharmacy
32 Coverage Policy: Antiobesity Agents" and shall require precertification.

33
34 b) Effective July 1, 2002, appetite suppressant medications shall not be
35 covered through the mail-order pharmacy program.

36
37 c) Effective November 1, 2005, appetite suppressant medications shall
38 be covered only through participating pharmacies of the Medco
39 pharmacy network and shall require precertification.

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Growth Hormone Medications:

- a) Effective July 1, 2002, to November 1, 2005, growth hormone medications shall only be covered through participating pharmacies of the Aetna pharmacy network in accordance with "Aetna Coverage Policy: Growth Hormone (GH and GHRH)" and shall require precertification.
- b) Effective July 1, 2002, growth hormone medications shall not be covered through the mail-order pharmacy program.
- c) Effective November 1, 2005, growth hormone medications shall be covered only through participating pharmacies of the Medco pharmacy network and shall require precertification.

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

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

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

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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.

a) **Precertification and Concurrent Review.** All non-emergency inpatient admissions (in-network and out-of-network) to a hospital, skilled nursing facility, or other treatment facility and services for home health care, hospice care, and private duty nursing care must be precertified and are subject to concurrent review by the TPA. The provider (usually the admitting/attending physician) is responsible for initiating precertification when the employee/dependent uses network

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providers. If the employee/dependent uses out-of-network providers, the employee/dependent must telephone the TPA (phone number on the identification card) in advance of the admission and provide the name and address of the treating physician and the name of the facility of admission.

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

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

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

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

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

12) USUAL, CUSTOMARY, AND REASONABLE (UCR) ALLOWANCE. The plan administrator shall process out-of-network claims

1 at a UCR rate of the eighty-fifth percentile HIAA (INGENIX). A UCR
2 cutback of less than \$10 shall be waived.

3
4 **13) MEDICARE DIRECT.** As plan participants become eligible for
5 Medicare, they shall be enrolled in the Medicare direct program to coincide
6 with the effective date of their enrollment in Medicare.

7
8 **14) CONVERSION POLICY.** The Board shall make available the TPA's
9 standard conversion policy to eligible employees/dependents. A copy of the
10 conversion policy and associated rates shall be provided to the MTEA.

11
12 **15) RAPS AND OTHER PROVIDER COVERAGE.** When out-of-
13 network radiology, anesthesiology, and pathology (RAPS) services are
14 provided at an in-network facility (hospital or outpatient surgical facility),
15 claims from these out-of-network providers shall be benefited after the
16 deductible at 90 percent of the negotiated UCR allowance in accordance with
17 Part III, Section B(1)(a)(12).

18
19 When an employee/dependent receives medical services at an in-network
20 facility (hospital or outpatient surgical facility) and the admitting or attending
21 physician is an in-network physician and it is medically necessary to use the
22 services of a consulting, assisting, or other physician and out-of-network
23 physicians are used, claims from these out-of-network physicians shall be
24 benefited after the deductible at 90 percent of the negotiated UCR allowance
25 in accordance with Part III, Section B(1)(a)(12). The provisions of this
26 paragraph shall not apply if it is determined that the out-of-network physician
27 was selected at the request or direction of the employee/ dependent. The TPA
28 shall process claims in accordance with the provisions of this paragraph.
29 Benefits paid under this paragraph shall be capped at \$100,000 per fiscal year
30 for 2002-2003, 2003-2004, and 2004-2005. Commencing July 1, 2005, and
31 until June 30, 2008, the MPS administration shall manually benefit claims in
32 accordance with the provisions of this paragraph as claims are presented by
33 employees/ dependents or union representatives. Benefits paid under this
34 paragraph shall be capped at up to \$50,000 per fiscal year for 2005-2006
35 (\$20,000 plus up to an additional \$30,000 of carry-over from unexpended
36 funds from the 2004-2005 fiscal year). Benefits paid under this paragraph
37 shall be capped at \$20,000 per fiscal year for 2006-2007 and 2007-2008. The
38 provisions of this paragraph shall sunset on June 30, 2008. As soon as
39 practicable after July 22, 2002, representatives of the MPS administration, the

1 TPA, and the MPS unions shall meet with representatives of provider
2 networks to attempt to ensure that when employees/dependents use network
3 hospitals and network admitting or attending physicians, that out-of-network
4 consulting, assisting, and other physicians are not used unless specifically
5 requested by employees/dependents.
6

7 In addition, the standard policies of the TPA shall apply to RAPS and other
8 provider claims, as appropriate, when not specifically addressed above.
9

10 When an in-network physician provides office-based medical services, but
11 uses out-of-network diagnostic or other provider services, the following shall
12 apply:
13

14 a) If notified of such a circumstance by the employee/dependent, the
15 employer, the MTEA, or the TPA shall contact the network physician
16 and remind him/her of the contractual obligation to use network
17 providers.
18

19 b) Where deemed appropriate and to the overall benefit of creating a
20 seamless provider network, the TPA shall initiate steps to bring the out-
21 of-network provider into the network.
22

23 c) The TPA, the Board, and the MTEA shall use whatever means and
24 take whatever steps are necessary to persuade the network physician and
25 out-of-network provider to write off any deductible and co-insurance
26 charge accruing to the employee/dependent.
27

28 **16) DEPENDENT DAUGHTERS COVERED.** Dependent daughters of
29 employees shall be covered for all prenatal and maternity benefits provided by
30 the plan. (See Section B(5)(b)(4) dependent eligibility for coverage for
31 grandchildren.)
32

33 **b. HEALTH MAINTENANCE ORGANIZATION (HMO)/EXCLUSIVE**
34 **PROVIDER ORGANIZATION (EPO) OPTIONS.** As a voluntary option to
35 the PPO indemnity health plan, employees may enroll in HMO coverage offered
36 by CompCareBlue and UnitedHealthcare. Family Health Plan (FHP) shall not be
37 available to MTEA-represented employees after March 1, 2001. Employees
38 enrolled in FHP on November 1, 2000, will be required to select a new health plan
39 during the 2000-2001 school year open enrollment period. CompCareBlue shall

1 not be available to MTEA-represented employees effective November 1, 2002.
2 Employees enrolled in CompCareBlue on September 1, 2002, will be required to
3 select a new health plan during the September, 2002, open enrollment period. Any
4 employee/dependent enrolled in CompCareBlue on September 1, 2002, who does
5 not select a new health plan during the September open enrollment, shall be
6 enrolled in UnitedHealthcare.

7
8 1) The group master contracts which provide a detailed description of the
9 benefits of the CompCareBlue and UnitedHealthcare HMO plans agreed upon
10 by the parties to be in effect on and after March 1, 2001, are incorporated by
11 reference into this contract and shall be enforceable through the grievance
12 procedure (Part VII) and in accordance with Part III, Section B(2).
13 Employees who enroll in one of the HMO plans shall be provided with a
14 detailed description of their plan by the HMO. The MTEA shall be provided
15 with a copy of each group master contract after they are executed.

16
17 The HMO plans offered to employees/retirees and dependents effective
18 March 1, 2001, shall contain the following features:

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

27
28 b) The retail prescription medication co-pay shall be 10 percent from
29 a participating pharmacy for a 30-day supply.

30
31 c) Effective November 1, 2005, the mail-order prescription
32 medication program offered through the Choice EPO third party
33 administrator shall be offered to MTEA-represented employees
34 enrolled in the Choice EPO plan and shall require a \$10 generic and
35 \$20 brand name co-payment by employees/dependents for a 90-day
36 supply of medication per prescription. Medication shipments shall
37 continue to be provided at no cost to employees/dependents.
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d) The mental health and alcohol/drug abuse benefits shall be provided at the state-mandated level as standardly provided by the HMO plans. Effective November 1, 2005, mental health and alcohol/drug abuse benefits shall be provided as follows:

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

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

e) Effective November 1, 2005, once the annual (calendar year) co-insurance limit has been reached, all medical services received for the remainder of the calendar year are benefited at 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 service; and penalty payments).

2) The number and identity of EPO/HMO's shall be the same for all bargaining units represented by the MTEA. If the parties agree in the future to offer more than one EPO/HMO, the following procedures shall apply uniformly to all MTEA-represented units. The MTEA and the Board will annually meet to agree upon which HMO's will be offered to bargaining unit employees. Only HMO's which offer experience, industry rating, class rating, or demographic rating will be considered. The rate selected will be the one most cost efficient. Each year the Board and the MTEA will review changes in coverage proposed by each HMO along with the rates. HMO's will be considered for exclusion if the demographic mix selecting an HMO would generate costs on the comprehensive indemnity/PPO plan less than the cost of the HMO premium or if the rate projected is more than 5 percent higher than the mean or median of other HMO rates, whichever is less, except if these rates could be explained by

1 differing demographic concentration within an HMO. HMO's meeting the
2 above criteria would continue to be offered unless there were demonstrable
3 quality complaints against the HMO or if there were structural changes in
4 the HMO's such as a change in IPA groups or if there are changes in
5 benefits. If an HMO is not selected for continuation, the Board will
6 provide assistance to employees in selecting another HMO offering the
7 same IPA groups.

8
9 3) Should the Board elect, commencing July 1, 2003, or on a subsequent
10 July 1, UnitedHealthcare HMO shall be a self-funded EPO health plan of the
11 Milwaukee Board of School Directors. All state of Wisconsin mandated
12 health insurance benefits as promulgated now or in the future by the
13 Wisconsin Commissioner of Insurance which are applicable to a fully insured
14 health insurance plan shall be included in the UnitedHealthcare HMO plan
15 even if such mandated benefits apply to health insurance plans generally and
16 exclude self-funded plans. The effective date of any benefit change will be
17 the first date that the plan would be required, under present laws or regulations
18 or as such laws or regulations may be enacted in the future, to implement the
19 change had the plan been fully insured.

20
21 Effective November 1, 2005, the self-funded EPO health plan shall be
22 converted to the Choice EPO (UnitedHealthcare). The Choice EPO health
23 plan allows participants the freedom to see any physician or other health care
24 professional from the network, including specialists, without a referral. With
25 this plan, participants will receive the benefits as specified in the Summary
26 Plan Description (SPD) when participants seek care from a network physician,
27 facility, or other health care professional.

28
29 **2. DISPUTE RESOLUTION.** Individuals, who believe they have been improperly
30 denied benefits under the provisions of the PPO indemnity health plan or an HMO/EPO
31 plan, shall first utilize and exhaust the appeal procedures available under their health
32 plan.

33
34 If a claim denial is upheld in the plan appeal process, the individual may then file a
35 grievance under the provisions of the contract except that where the denial is based on
36 the proper application of medical necessity criteria and/or general plan exclusions, it
37 shall not proceed to arbitration.

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

- 3
- 4 a. Matters impacting a group of bargaining unit members.
- 5
- 6 b. Matters having a substantial impact on benefits provided under the plan.
- 7

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

15
16 **4. PREMIUM PAYMENT**

17

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

24

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

30

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

- 34
- 35 a. Spouse – the person to whom the subscriber is legally married.
- 36
- 37 b. Dependent Child – includes the following:
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- 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, when and as often as the

1 employee's health plan may reasonably require, but not more frequently
2 than annually after the two-year period following the child's attainment of
3 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 turns
7 age 18 or the subscriber and/or spouse no longer provide more than 50
8 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 ward.
12 For example, a stepchild's parent is no longer legally married to the
13 subscriber.

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

18
19 d. Addition of Dependent

20
21 1) Adding a Dependent – to add a dependent, the MPS Division of Benefits
22 and Insurance Services must be notified within 31 calendar days of the event
23 which allows a new person to be eligible for coverage. If notification is
24 received within 31 calendar days, dependent coverage shall be effective on the
25 date of the qualifying event. Otherwise, the new dependent may be added
26 only during an open enrollment period. Examples of the above would be a
27 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 B(4),
38 Premium Payment, single or family coverage of regularly employed personnel. Family
39 coverage shall continue to be provided to single persons who become married or who

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

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

11 Applications received later than 31 days after the first day of employment shall not be
12 accepted, and the employee may become covered by applying during the next open
13 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 employment.
18

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

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

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

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

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 health
5 insurance plan offered by the Board.

6

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

9

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

18

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 spouse
24 of an employee who retired that year.

25

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

39

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 of
9 such employee, at the time of retirement, shall be allowed to continue in a single plan of
10 his/her choice with the Board paying its share of the full premium at the single rate for
11 the PPO indemnity health plan in existence at the time of the deceased retiree's
12 retirement. If such retired employee did not have the required accumulation of sick
13 leave, at the death of the employee, the spouse shall be allowed to continue in a single
14 health plan of his/her choice on a self-paid basis. Such surviving spouse shall not be
15 eligible for coverage if otherwise covered because he/she remarries or is employed and
16 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 paid
19 to the extent that such premiums do not exceed the amount of the Board's portion of the
20 group rate paid for the employee enrolled in the PPO indemnity health plan (as
21 applicable) at the time of retirement. When the retiree attains age 65, he/she shall
22 receive the Medicare Carveout Plan with the premium paid by the Board and the
23 Medicare "B" premium paid to the employee by the Board, provided that such total
24 payment shall not exceed the total amount paid for the Board's portion of the premium
25 for group coverage for the PPO indemnity health plan (as applicable) at the time of
26 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

1 benefits provided on an out-of-network basis, subject to the following modifications: 1)
2 access to the National Program of Medical Excellence benefit and 2) access to in-
3 network and out-of-network retail and mail-order prescription drug benefits with co-
4 pays not subject to the annual co-insurance limit.
5

6 14. In the event an employee retires on duty-incurred disability pension, the Board will
7 continue to pay his/her group health plan coverage for a period of five years after
8 his/her worker's compensation settlement; thereafter, such retired employee shall be
9 allowed to continue in the health plan group on a self-paid basis. The definition of
10 duty-incurred disability shall be that applied to classified employees.
11

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

32 16. If any audit of an insurance carrier requires a covered employee or his/her
33 dependents to execute a waiver of confidentiality to examine individual claims
34 documents for auditing purposes only, such waiver of confidentiality is voluntary. The
35 Board and the MTEA will agree upon those aspects of the audit design which relate to
36 confidentiality. The Board will provide the MTEA with a list of all employees
37 identified to be audited.
38

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

3
4 Participants may only obtain plan benefits from providers, including ophthalmologists,
5 listed in the "Directory of Participating Vision Care Providers."
6

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

11
12 The vision plan administrator shall be National Vision Administrators.

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

1 Contact Lenses - One pair every 12 \$100
 2 (in lieu of frames months
 3 and lenses) - Disposables up to \$100
 4

5 **18. DENTAL INSURANCE:**
 6

7 a. The Board shall provide dental benefits for bargaining unit employees
 8 comparable to the following schedule of benefits.
 9

10 b. Indemnity Plan. The Board shall pay 93.9 percent of the premium for
 11 employees with a family dental plan and 97.4 percent of the premium for
 12 employees for the single dental plan.
 13

14 **SCHEDULE OF DENTAL BENEFITS**
 15

16	Maximum per participant	
17	Per calendar year	\$1,500
18		
19	Deductible	\$25
20		
21	Maximum number of deductibles per family per calendar year	3
22		
23		Co-Insurance
24		%
25	*Diagnostic	
26	Diagnostic x-rays	80%
27	Oral examinations	80%
28	*Preventive	80%
29	Ancillary	
30	Anesthesia and injections	80%
31	Emergency palliative treatment and denture repairs/ 32 adjustments	80%
33	Restorations	
34	Direct fillings (regular)	80%
35	Indirect fillings (cast restorations)	80%
36	Oral Surgery	80%
37	Endodontics	80%
38	Periodontics	80%
39	Prosthodontics	50%

1 Orthodontics (separate maximum) to age 19 50%
2 The lifetime maximum for orthodontia shall be
3 increased to \$1,500.
4

5 *Deductible does not apply to diagnostic or preventive services.
6

7 c. Prepaid Plan. The Board shall pay 95 percent of the premium for both family
8 and single plans of the prepaid group dental insurance. The Board and the MTEA
9 shall meet to negotiate carriers. Each year prior to the renewal, the Board and the
10 MTEA shall meet to review the carriers. A change in rate of more than 10 percent
11 shall result in consideration of exclusion of the carriers.
12

13 d. Dependent Eligibility. Effective November 1, 2005, dependent coverage shall
14 be provided to employee spouses/dependents under the indemnity and prepaid
15 dental plans in accordance with the following:
16

17 1) Spouse – the person to whom the subscriber is legally married under
18 Wisconsin law.
19

20 2) Dependent Child – includes the following:
21

22 a) Natural or adopted child of the subscriber.
23

24 b) Stepchild – the natural or adopted child of the subscriber's spouse for
25 whom the subscriber and/or spouse provides more than 50 percent of the
26 child's support during a calendar year.
27

28 c) Legal Ward – a child for whom the subscriber or current spouse is
29 the legal guardian and for whom the subscriber and/or spouse provides
30 more than 50 percent of the child's support during a calendar year.
31

32 d) Grandchild – a child of the subscriber's dependent child for whom
33 the subscriber and/or spouse provides more than 50 percent of the
34 grandchild's support during a calendar year when the grandchild's parent
35 is under age 18.
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3) Coverage Ceases

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

b) Dependent Child

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

(2) After the child attains age 19, coverage ends at the end of the month in which 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.

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

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

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

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

4) Addition of Dependent

a) Adding a Dependent – to add a dependent, the MPS Division of Benefits and Insurance Services must be notified within 31 calendar days of the event which allows a new person to be eligible for coverage. If

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notification is received within 31 calendar days, dependent coverage shall be effective on the date of the qualifying event. Otherwise, the new dependent may be added only during an open enrollment period. Examples of the above would be a marriage or return of a child to dependent status.

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

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

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

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

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

b. A Joint Health and Productivity Management Committee shall be established, comprised of nine representatives, one-third of whom are designated by the superintendent, one-third by the MTEA, and one-third by other MPS unions to work with the consultant to design the MPS Health and Productivity Management Program and to provide ongoing oversight of the program. Committee meetings shall be jointly scheduled. Whenever possible, decisions shall be made by consensus among members present. If consensus is not reached, decisions shall require a majority vote of members present. MPS shall provide technical assistance and data required to develop the program.

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

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

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

e. The current health care flexible spending account program will be made available through the Board's vendor on a voluntary basis for employees enrolled

1 as subscribers in an MPS health plan commencing no later than January 1, 2009.
2 Employees will be permitted to make contributions via payroll deductions which
3 shall be limited to those in accordance with Section 213 of the Internal Revenue
4 Code and shall not exceed \$2,000 in a calendar year per employee (subscriber).
5 This program will be contingent on the federal government continuing to allow
6 favorable tax treatment for such employee contributions. The Board will also
7 establish a health reimbursement arrangement account by January 1, 2009, for
8 employer contributions which shall be limited to those in accordance with Section
9 213 of Internal Revenue Code.

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

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December, 2010, and each December thereafter, the parties will meet to review prior year net savings from H&PM and whether H&PM program goals were met. If program goals were not met or if there are no net savings, the parties will make prospective adjustments in the program, including, but not limited to, prospective adjustments to the incentive payments or program changes.

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

- 1) A case management (DSM, CM, Maternity) program:
 - a) Completion of disease/case management or maternity intake assessment within six weeks of consent and
 - b) Completion of 16 weeks survey or the 28 weeks survey for the maternity program and
 - c) Completion of a minimum three active counseling calls during the disease/case management/maternity program and
 - d) Completion of a minimum of one goal during the disease/case management/maternity program, or
- 2) The lifestyle management program:

Completion of phone coaching within an 8 to 12-month period. (The completion of three calls and achieving short-term goal.) or
- 3) The wellness activity/mail-based lifestyle management:

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

1 Or completion of wellness activities which shall require the participant to
2 complete at least three 6-week online healthy living programs and do
3 post assessments by December 15 within a program year.
4

5 g. Effective July 1, 2007, the annual personal health assessment will be made
6 available to complete online on SHPS/StayWell's website for MPS employees and
7 spouses and non-Medicare retirees and non-Medicare spouses of retirees who are
8 enrolled in an MPS health plan. StayWell will mail a paper personal health
9 assessment to those individuals who request one. (Note: The paper personal health
10 assessment must be requested by November 15 and returned by the annual
11 December 15 deadline for the employee to be eligible to earn the health assessment
12 health plan premium contribution waiver.)
13

14 During the annual open enrollment commencing in September, 2007, MPS
15 employees and spouses and non-Medicare retirees and non-Medicare spouses will
16 be reminded/advised to complete their annual health assessment by the annual
17 deadline in order for active employees and spouses to earn their annual health
18 assessment health plan premium contribution waiver and incentive payment or in
19 the case of non-Medicare retirees and non-Medicare spouses, the \$25 equivalent
20 payment incentive as provided in this agreement.
21

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

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

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

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

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

j. Employee/spouse responses to the personal health assessment shall be submitted directly to third party administrators (TPA) SHPS, Inc., and StayWell retained by MPS to administer and implement the Health and Productivity Management Program. Responses to the personal health assessment shall be held in strictest confidence and shall be accessible only to SHPS, Inc., and StayWell, the H&PM TPA(s), and only for the purpose of providing information and

1 assistance to employees/spouses on health and wellness issues. SHPS, Inc., and
2 StayWell, the H&PM TPA(s), shall not release any Protected Health Information
3 (PHI) to any other entity including MPS and the MTEA without the expressed
4 written permission of the individual employee, retiree, or spouse. The Board's
5 third party health plan administrators shall not have access to individual personal
6 health assessment responses nor to individual information obtained from a
7 completed personal health assessment.

8
9 k. Prior to each school year, MPS and the MTEA shall agree upon a series of
10 high-quality information modules on wellness, health, safety, and health care
11 utilizing modules available from SHPS, Inc., StayWell, and other resources. Each
12 module shall be from 15 to 45 minutes in length. A minimum of three and a
13 maximum of five modules shall be presented to employees each school year.

14
15 The modules may be presented to employees during faculty meetings subject to the
16 two-hour per month provision or during the principal's portion of banking time
17 days as determined by the principal or immediate supervisor. The modules shall
18 also be made available for viewing upon the request of the teacher on parent-
19 teacher conference days and the teacher's portion of banking day.

20
21 l. Any annual net savings attributable to H&PM shall be shared equally between
22 the district and eligible MTEA bargaining unit employees. The amount of savings
23 from the H&PM program shall be jointly determined by the Board's consultant and
24 the MTEA's consultant utilizing the methodology set forth in "H&PM Savings
25 Calculation Spreadsheet of May 1, 2007" (Savings Calculations Spreadsheet) and
26 hereby incorporated by reference. The cost for the MTEA's consultant services
27 shall be paid by the MTEA. The cost of the Board's consultant will be paid by the
28 Board as a cost of the H&PM program.

29
30 Shared savings to eligible MTEA-represented employees shall be distributed to the
31 employee's health reimbursement account by January 31 following the end of the
32 fiscal year in which the shared savings were earned.

33
34 For savings calculated for FY08 (July 1, 2007, through June 30, 2008), employees
35 eligible to share in the 50 percent of net annual savings shall be MTEA-represented
36 employees enrolled in a health plan, who received the premium waiver for
37 completion of PHA by December 15, 2007, and are actively employed by the
38 Board at the time the savings are distributed (January 31, 2009). For subsequent
39 program years, MTEA-represented employees eligible for distribution of the 50

1 percent of net annual savings shall be those employees who receive the premium
2 waiver for completion of the PHA and have earned an incentive for a follow-up
3 activity as identified in Section f above and who are actively employed by the
4 Board at the time the savings for that year are distributed.

5
6 The base year of FY07 (July 1, 2006, through June 30, 2007) as of September 30,
7 2007, shall be used to calculate shared savings for FY08 and FY09 with the shared
8 savings calculation performed by the Board and MTEA consultants by
9 November 20 and reviewed by the parties by December 20 following the end of
10 the fiscal year in which the shared savings were incurred.

11
12 For shared savings for FY10 (July 1, 2009, through June 30, 2010), a new base
13 year shall be established by the Board and MTEA consultants. The parties shall
14 utilize the methodology set forth in the "Savings Calculation Spreadsheet" to
15 calculate savings for future years unless the Board or MTEA demonstrates that the
16 methodology in the "Savings Calculation Spreadsheet" is not producing a
17 calculation of savings directly attributable to the H&PM program. If such
18 demonstration is made, the Board and MTEA shall negotiate changes in the
19 methodology for calculating shared savings for FY10 and subsequent years before
20 any further shared savings calculations and distributions are made.

21
22 m. The parties agree that SHPS, Inc., and StayWell, the H&PM TPA(s), will be
23 required to cooperate in periodic audits of its performance and the H&PM
24 program, as well as in meeting any actuarial needs required by the parties for
25 costing and budgeting purposes. Audits shall comply with all provisions of
26 HIPPA.

27
28 n. Any health and productivity management initiative developed by the Joint
29 H&PM Committee which would change the administration, benefits, or plan
30 design features of the comprehensive indemnity/PPO or the HMO plan shall not be
31 implemented until 30 days after a written agreement is reached between the Board
32 and the MTEA.

33
34 o. Implementation of this agreed H&PM program shall go into effect on the date
35 set out above, without regard to the status of any ongoing negotiations between the
36 Board and Union on a successor collective bargaining agreement.

37

1 **C. LIFE INSURANCE**

2
3 The Board shall continue in effect its present policy of providing group life insurance for
4 employees in an amount of coverage equal to annual earnings to the next even thousand
5 dollars subject to the following:

6
7 1. Effective September 1, 1993, the Board shall pay in full the premium on the first
8 \$50,000 of coverage. The employee shall pay the remainder of the premium.

9
10 2. The Board shall continue in effect, as at present, the life insurance provisions for
11 enrolled employees with 30 years of service who take an immediate annuity before the
12 age of 65. In addition, the Board agrees that enrolled employees who take an immediate
13 annuity at age 55 or after with 15 years or more of service may retain full life insurance
14 coverage by paying the full premium for such coverage until age 65.

15
16 3. At attainment of age 65 and thereafter, life insurance, as specified below, is
17 provided without cost to enrolled retired employees. On March 1, following the
18 sixty-fifth birthday, life insurance coverage is reduced to 75 percent of original
19 coverage; on March 1, following the sixty-sixth birthday, it is reduced to 50 percent of
20 coverage; and on March 1, following the sixty-seventh birthday and thereafter, coverage
21 is reduced to 25 percent of original and remains at that amount.

22
23 4. At attainment of age 65 and thereafter, life insurance as specified below is
24 provided without cost to enrolled active employees. On March 1, following the
25 sixty-fifth birthday, life insurance coverage is reduced to 92 percent of coverage in force
26 prior to age 65; on March 1, following the sixty-sixth birthday, it is reduced to 84
27 percent of coverage in force prior to age 65; on March 1, following the sixty-seventh
28 birthday, it is reduced to 76 percent of coverage in force prior to age 65; on March 1,
29 following the sixty-eighth birthday, it is reduced to 68 percent of coverage in force prior
30 to age 65; on March 1, following the sixty-ninth birthday, it is reduced to 60 percent of
31 coverage in force prior to age 65; and on March 1, following the seventieth birthday and
32 thereafter, coverage is reduced to 25 percent of coverage in force prior to age 65 and
33 remains at that amount.

34
35 **D. INSURANCE DEDUCTIONS AND CREDIT UNION DEDUCTIONS**

36
37 1. **DEDUCTIONS OF MTEA-SPONSORED INSURANCE PLANS.** The Board
38 shall provide voluntary payroll deductions for MTEA-sponsored insurance plans to all
39 members of the bargaining unit. The MTEA shall be provided with voluntary payroll

1 deductions for a maximum of five MTEA-sponsored insurance plans in addition to the
2 voluntary payroll deduction opportunities which teachers had during the 1973-74
3 contract and credit union deduction. The following provisions shall apply to the
4 implementation and maintenance of all MTEA-sponsored voluntary payroll insurance
5 plans.
6

7 a. The administration shall provide two copies of a separate payroll deduction
8 report for each plan which shall be arranged alphabetically. These printouts shall
9 show the scheduled deduction amount and actual amount taken for each individual
10 and the total scheduled deduction and the total actual deduction amount for each
11 insurance plan. They shall be provided to the MTEA within five workdays after
12 the pay date and shall be accompanied by a remittance for the amount of each
13 category of each payroll deduction plan.
14

15 b. The administration shall provide the MTEA deduction authorization cards for
16 such plans after printing the necessary information on the cards.
17

18 c. Deductions for MTEA-sponsored insurance plans shall be made on 20
19 biweekly paychecks per school year on the same schedule as the MTEA dues
20 deductions are made. Each deduction will be the same amount unless a new
21 authorization card is submitted specifying a new amount to be deducted. Any
22 reconciliation and corrections in amounts to be deducted, based on information
23 improperly written or coded by the employee, the MTEA, or the insurance carrier
24 shall be made by the MTEA and/or the MTEA's insurance carrier.
25

26 d. An audit list of participants arranged alphabetically by bargaining units
27 showing the status in each plan and current activity shall be provided to the MTEA
28 each November and each May in the Board's standard payroll system format.
29

30 e. Insurance plan deductions will begin on the biweekly payroll check following
31 the submission of a dues authorization card to central services. The administration
32 will continue to process cards within six workdays prior to the payroll check date.
33 Under certain circumstances, more time may be required--up to ten workdays.
34

35 f. The MTEA and appropriate Board personnel shall cooperatively plan the
36 implementation of each deduction plan to provide sufficient lead time for the
37 establishment of the programming system needed for the plan.
38

1 2. **CREDIT UNION DEDUCTIONS.** The Board agrees to deduct for the
2 Milwaukee Metropolitan Credit Union and/or Educators Credit Union of the employee's
3 choice, upon receipt of the proper authorization card, the amount as stated on the
4 authorization card from the payroll check of any teacher. Such deduction will
5 commence or terminate on the biweekly payroll check following the submission of a
6 credit union authorization or revocation card to central services. The administration
7 will continue to process cards within six workdays prior to the payroll check date.
8 Under certain circumstances, more time may be required--up to ten workdays.
9

10 3. **INFORMATION PROCESSING.** The information processing schedules,
11 methods of deductions, and initiation of the plan are totally dependent on appropriate
12 programming being completed.
13

14 4. **BILLING.** The MTEA will be billed the actual costs of processing deductions for
15 its insurance plans, unless the company administering the plan agrees to be responsible
16 for any costs for processing the deductions.
17

18 **E. PAYMENT OF SALARIES, 12-MONTH PAY PLAN, AND PAYROLL**
19 **ADJUSTMENTS**
20

21 1. **PAYMENT OF SALARIES**
22

23 a. **FREQUENCY AND NUMBER OF DAYS.** Teachers on the "regular
24 teacher calendar" shall receive biweekly payroll checks as follows:
25

26 1) The first check shall be a nine-day payment providing the employee has
27 worked at least nine days.
28

29 2) The next payroll checks shall be nine-day paychecks.
30

31 3) The last paycheck shall be for the remaining number of days worked in
32 the contract year.
33

34 For teachers working on a calendar other than the regular teacher calendar, the first
35 paycheck of the school year will be for the number of days scheduled prior to the
36 first teacher working date provided that the employee has worked or is eligible for
37 payment on these days. The next payroll checks shall be nine-day paychecks. The
38 last paycheck shall be for the remaining number of days worked in the contract
39 year.

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

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

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

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

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

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

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

4
5 The employee will provide a stamped addressed envelope to the payroll section,
6 Department of Finance, at least six workdays prior to the pay date affected. Under
7 certain circumstances, more time may be required--up to ten workdays. It is
8 understood that this is an exception that will be applicable during holidays,
9 summer, or other recess periods.

10
11 **2. TWELVE-MONTH PAY PLAN**

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

17
18 Participants in the plan authorize an established percent to be deducted from each
19 paycheck issued during the school year. The payroll deduction for the plan will be
20 deposited into the individual's special "12-month account" at the bank, subject to
21 rules and guidelines established in the savings deposit contract between each
22 participant and the bank.

23
24 b. Responsibilities for the funds once deposited to the individual's special
25 "12-month account" rests with the bank for proper disposition.

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

36
37 d. Payroll deductions for new participants or teachers renewing participation will
38 begin on the biweekly payroll check following the submission of the 12-month pay
39 plan request form and savings deposit contract provided that the forms are received

1 at least eight workdays prior to the payroll check date. Under certain
2 circumstances, up to 12 workdays may be required to begin the deduction for
3 12-month pay plan.

4
5 **3. PAYROLL CORRECTIONS**

6
7 a. Errors not attributable to the employee, of 3 percent or more of the employee's
8 net base pay, shall be corrected on a supplementary check within the three
9 workdays following the notification of such error, if the employee so requests.
10 Otherwise, when not requested or when errors are of less than 3 percent of the
11 employee's net base pay for the payroll period, they shall be corrected on the next
12 payroll check.

13
14 b. Failure to submit forms required to substantiate absences for payroll purposes
15 shall be handled as follows:

16
17 The employee shall be notified of the necessity of supplying the form and will be
18 paid in the pay period in which the form was due; a deduction will be made for the
19 time in question in subsequent pay periods until such amount is repaid, unless the
20 proper forms are filed.

21
22 **4. INFORMATION ON CHECK STUB.** Effective on July 1, 1991, or six months
23 after completion of the bargaining on a successor to the 1989-90 master contract,
24 whichever occurs later, each employee's salary division, increment date, and step
25 placement will be printed on his/her check stub.

26
27 **F. PROTECTION OF TEACHERS**

28
29 **1. ASSISTANCE IN ASSAULT AND/OR BATTERY**

30
31 a. Teachers shall report all cases of assault and/or battery suffered by them in
32 connection with their employment to the principal as soon as practicable on forms
33 provided by the Board, which may be obtained at the office in each school.

34
35 Principals shall transmit a copy of the report to the Office of the Superintendent.
36 The superintendent shall acknowledge receipt of such report immediately after the
37 report is received.

1 The superintendent or his/her designee shall send a copy of the assault form to the
2 MTEA.

3
4 b. The superintendent shall inform the teacher immediately of his/her rights
5 under the law and shall provide such information in a printed document to include
6 pertinent rules of the Department of Industry, Labor, and Job Development.
7

8 c. If a teacher who has been assaulted and/or battered wishes to file a complaint
9 against the student, the police shall be called immediately by the principal so that
10 the police may properly investigate and find witnesses to the act. If the teacher is
11 physically not able to tell the principal whether or not he/she wishes to file a
12 complaint, the principal shall immediately call the police so that an investigation
13 can take place.
14

15 d. The Office of the Superintendent shall request the city attorney's office, in all
16 such cases, to notify the teacher of its readiness to assist the teacher in each of the
17 following ways:
18

19 1) By obtaining from police and/or from the principal relevant information
20 concerning the assailant.
21

22 2) By accompanying the teacher in court appearances.
23

24 3) By acting in other appropriate ways.
25

26 e. No teacher shall be required to subject himself/herself to any clear and
27 imminent danger to his/her safety.
28

29 **2. LEGAL COUNSEL**

30

31 a. The Board agrees to provide legal counsel to defend any teacher in any civil
32 action arising out of an alleged assault and/or battery on or by a teacher, which
33 occurs in connection with his/her employment or any disciplinary action taken
34 against the student by the teacher, where the superintendent finds that the teacher
35 acted in accordance with the disciplinary policy established by the Board.
36

37 b. In the event the city attorney's office is unable to defend the teacher, the Board
38 agrees to provide minimum bar fees to aid in the defense of any teacher in a civil or
39 criminal action arising out of disciplinary action taken by the teacher in connection

1 with his/her employment provided such teacher is found not guilty in the criminal
2 action or judgment is rendered against the other party in a civil action or if the case
3 is dismissed.

4
5 c. If the teacher is ordered to the district attorney's office, a warrant has been
6 requested, or a complaint filed, the teacher shall immediately notify the MTEA and
7 the director of the Division of Labor Relations. If the warrant is refused and the
8 Board was unable to furnish legal counsel, the Board will pay minimum bar fees to
9 the teacher for the attorney who defended the teacher.

10
11 **3. INSURANCE**

12
13 a. Liability coverage for teachers shall be continued in the amount of \$5 million.
14 It is agreed that Sections 895.35 and 895.46, Wisconsin Statutes, as amended,
15 shall apply.

16
17 b. 1) The Board will reimburse teachers against loss or damage incurred
18 without negligence of teacher to personal property used in the course of
19 employment while on duty in the school, on Board premises, or on a Board-
20 sponsored activity from theft, fire, or willful damage not to exceed \$150 on
21 any one occurrence. A form is available in each school office on which
22 employees may claim reimbursement under this paragraph.

23
24 2) In the event personal property is stolen and/or damaged under conditions
25 specified in paragraph 1 of this section, during a physical assault, the personal
26 property stolen and/or damaged shall be reimbursed in an amount not to
27 exceed \$300 on any one occurrence.

28
29 3) Disputes under this section shall be processed through the third step of
30 the grievance procedure. If a dispute involving fire or willful damage is not
31 resolved at the third step of the grievance procedure, it may be appealed to
32 arbitration in accordance with Part VII. If a dispute involving theft is not
33 resolved at the third step of the grievance procedure, it shall be submitted to a
34 permanent umpire for reimbursement disputes.

35
36 4) The permanent umpire for reimbursement disputes shall serve for a term
37 of one year. The umpire shall be selected in one of the following ways:

38
39 a) The parties agree upon a person to serve in this capacity.

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

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

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

G. SICK LEAVE

1. **GENERAL PROVISIONS**

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

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

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

d. One day of sick leave may be used for illness in the immediate family without a statement from a physician generally being required, but a statement shall be required from a doctor giving the nature and seriousness of the illness of the

1 member of the immediate family and declaring the need for the employee to be
2 with the ill member of the family if absent for more than one day.

3
4 "Member of the immediate family" is defined as husband, wife, child, stepchild,
5 brother, sister, parent, or stepparent, wherever they may reside, or other relatives
6 living in the same dwelling unit.

7
8 e. In September each year, teachers will be provided with a statement relative to
9 the amount of accumulated sick leave standing to their credit at the close of the
10 school year the preceding June.

11
12 f. When a teacher is ill on a day when school is closed due to an emergency or a
13 holiday, the teacher shall not have the day deducted from sick leave accumulation.

14
15 g. A teacher absent for one day or more must inform the school of his/her
16 intention to return no later than a half hour prior to the end of the pupil day on the
17 day prior to the day of return to service. Failure to do so will prevent the teacher
18 from returning until the following afternoon, and the morning will be charged as a
19 half day of sick leave absence.

20
21 If a teacher had reported a one day absence and desires to return for the afternoon
22 session, the teacher must inform the school prior to 10:30 a.m. of his/her intention
23 to return to service. Failure to do so will prevent the teacher from returning until
24 the following day, and the employee will be charged with the full day of sick leave
25 absence.

26
27 If a teacher reported a morning absence and decided to extend the absence to a full
28 day, the teacher must inform the school prior to 10:30 a.m. of his/her intention to
29 be absent for the full day.

30
31 2. **SUMMER ASSIGNMENTS.** Teachers shall accumulate sick leave during the
32 summer at the rate of .067 hours for each hour paid. Teachers may use up to the total
33 number of sick leave hours which may be earned during the summer assignment. Any
34 unused sick leave accumulated during the summer session will be credited to the
35 teacher's regular balance at the end of the summer session. In no event shall the total
36 accumulation exceed 120 hours for that fiscal year. Teachers in summer assignments
37 will be allowed the prevailing funeral leave provisions.

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3. **ABSENCE ON ACCOUNT OF DEATH**

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

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

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

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

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

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

a. A required attendance at a court proceeding.

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

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

- 1 d. Absence due to legal proceeding involving adoption of a child by the
2 employee.
- 3
- 4 e. Absence due to attendance at a funeral of a close friend provided, however,
5 that this time may not be used for the death of a relative or fellow teacher, as
6 provided in subsection 3 above.
- 7
- 8 f. Absence due to travel involved in funeral attendance.
- 9
- 10 g. Where established religious discipline makes it mandatory upon the employee
11 to desist from his/her daily occupation.
- 12
- 13 h. Absence to attend the graduation of a son or daughter from high school or an
14 institution of higher learning.
- 15
- 16 i. Absence due to the attendance at the employee's wedding or the wedding of
17 the employee's son or daughter.
- 18
- 19 j. Absence due to the participation/involvement of the employee in the activities
20 at the school of a son or daughter with 48 hours prior notice to the principal,
21 providing not more than 10 percent of the teachers (but not less than one nor more
22 than five teachers) in each school will be using this leave at the same time.
- 23
- 24 k. In addition to the above named reasons, other emergency absences of a
25 reasonable nature may be granted by the superintendent. Upon return to school,
26 the teacher shall acknowledge in writing the reason for the absence and, if
27 approved by the superintendent, no deduction in salary shall be made. If the
28 superintendent is considering not approving the absence, he/she shall consider,
29 prior to taking appropriate action, the following:
30
- 31 1) The individual request of the teacher
- 32
- 33 2) Prior record of the teacher
- 34
- 35 3) Unusual circumstances
- 36
- 37 4) The fact that similar absence requests may or may not be approved in the
38 future
- 39

1 5) Prior disapproval of the request
2

3 Upon return to school, the teacher will acknowledge in writing that absence was due to
4 one of the enumerated reasons and shall be required to state the reason. The limit of
5 days and deductions from sick leave in this section shall not apply to employees
6 released for duty-connected court, city attorney or district attorney appearances, or
7 when released for functions connected with their employment.
8

9 **5. PERSONAL ABSENCE DAYS.** A total of not more than two days per year
10 deductible from sick leave may be used for personal absence. Personal days may be
11 used by employees for any reason provided the days off are previously approved with
12 the employee's immediate supervisor or the supervisor is promptly notified in the event
13 the days must be used for an unexpected circumstance.
14

15 The use of personal absence days does not affect eligibility for absences under Part III,
16 Section G(4)(j), school activities. However, use of personal days will be included in the
17 calculation for incentive days.
18

19 **6. LEAVE OF ABSENCE FOR SICKNESS**
20

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

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

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

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

7. PROFESSIONAL ASSISTANCE PROCEDURE

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

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

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

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

6
7 9. **CONTROL OF SICK LEAVE**

8
9 a. Leave of three consecutive days shall ordinarily be permitted without
10 requiring the employee to submit a doctor's certificate for his/her own illness
11 provided the administrator who certifies time sheets for payroll purposes has other
12 satisfactory evidence of bona fide illness.

13
14 When any employee's leave extends beyond three consecutive days, a statement
15 from a physician, surgeon, dentist, osteopathic surgeon, chiropodist- podiatrist,
16 osteopath, chiropractor, or psychiatrist, certifying the nature and seriousness of the
17 illness, or the certificate of an authorized and recognized Christian Science
18 practitioner certifying that the employee is under Christian Science treatment shall
19 be furnished to the department or division head and shall be filed with the time
20 sheet. Such certification may be required for shorter terms of sick leave absence,
21 depending on the circumstances, after notice to the employee. The provision as to
22 illness in the immediate family shall be set forth in Part III, Section G(1)(d).

23
24 b. The MTEA approves of appropriate action in any action of misuse of sick
25 leave benefits.

26
27 10. **INCENTIVE DAYS.** Incentive days will be earned in the following manner:

28
29 a. Based on sick leave usage during the previous school year, employees will
30 earn incentive days to be taken in the subsequent school year in accordance with
31 the following schedule:

32

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

33
34
35
36
37
38

- 1 b. For purposes of determining eligibility under this provision, absences covered
2 under Part III, Section G(4)(g), of the contract are exempt.
3
- 4 c. The incentive days may be used by employees for any reason provided the
5 days off are previously approved with the employee's immediate supervisor or the
6 supervisor is promptly notified in the event the days must be used for unexpected
7 emergency.
8
- 9 d. By the end of September, employees will be notified by the principal whether
10 they do or do not have (an) incentive day(s) for use during that school year.
11
- 12 e. If a teacher bargaining unit member chooses to use two earned sick leave
13 incentive days during a school year, at least one day must be used prior to April 1.
14
- 15 f. If an employee so desires, he/she may choose to receive pay for the incentive
16 day(s) in accordance with the following:
17
- 18 1) An employee who has earned two incentive days may elect to use one
19 day and receive pay at his/her daily rate for the second day.
20
 - 21 2) An employee who has earned two incentive days may elect to receive
22 pay at his/her daily rate for one day and receive pay at the regular substitute
23 rate for the second day.
24
 - 25 3) An employee who has earned one incentive day may use the day or elect
26 to receive pay at the regular substitute rate.
27
- 28 All such requests shall be made by the employee no later than May 31 of each
29 year. The salary shall be paid to teachers on the payroll date following the close of
30 the first semester or the last pay date of the school year at the employee's option.
31
- 32 g. If an employee does not use his/her earned incentive day(s) prior to June 30 of
33 each year, the unused day(s) shall be added to the employee's sick leave
34 accumulation.
35
- 36 h. If school should be closed on a day(s) that an employee used an incentive
37 day(s), the incentive day(s) shall be restored to the employee.
38

- 1 i. In any school year that an employee begins employment or returns to
2 employment after the beginning of the school year, the employee shall earn an
3 incentive day for use in the following school year if the employee earned and
4 maintained at least 8.5 days of sick leave earned in that school year.
5
6 j. Employees will earn incentive days while on sabbatical leave.
7
8 k. Summer and evening school sick leave usage will not affect the employee's
9 eligibility for an incentive day.
10
11 l. Absences for funeral covered by Part III, Section G(3), absences for religious
12 reasons, personal absence without pay, absences coded to industrial accident,
13 absences for professional leave, absences due to assaults, absences for convention
14 leave, absences for jury duty, and other absences not chargeable to sick leave are
15 not counted against the absence which qualify a teacher for an incentive day.
16
17 m. Employees who earn incentive days for use in the following year but who
18 retire shall be given incentive days automatically in one of two ways:
19
20 1) If the retiree needs the incentive days in order to achieve the 70 percent
21 of accumulated sick leave to retain Board-paid health insurance or if the days
22 can be added to accumulated sick leave in order to achieve 40 days severance
23 pay, the accrued incentive days will automatically be added to the
24 accumulated sick leave.
25
26 2) If the retiree cannot utilize the accrued incentive days to his or her
27 advantage as above, he/she will automatically be paid at the regular substitute
28 teacher rate in effect at the time of retirement.
29

30 **H. LEAVES OF ABSENCE**

31 32 **1. FOR INJURY, COMPENSABLE DISEASE, OR OTHER CASUALTIES**

- 33
34 a. Any teacher who in the course of employment sustains a compensable injury
35 or contracts a compensable disease under the Wisconsin Worker's Compensation
36 Law shall have a worker's compensation form filled out upon notifying the
37 administration. The administration will assume the responsibility of getting the
38 needed statements and filing the forms, a copy of which shall be sent to the MTEA.
39

1 Teachers absent after filing the worker's compensation form, where such absence is
2 related to the industrial accident, will have "Industrial Accident" written on the
3 time sheet where the injury or disease is not related to an assault. If assault related,
4 the injury or disease shall be noted on the time sheet as "Industrial Accident Due to
5 Assault."
6

7 If the claim is immediately or subsequently denied by the city attorney's office, a
8 deduction will be made from sick leave for days missed and the teacher and MTEA
9 shall be so notified in writing. Time limits for filing grievances shall commence on
10 the date of notification of denial of the employee's final appeal.
11

12 Any teacher who in the course of his/her employment sustains a compensable
13 injury or contracts a compensable disease under the Wisconsin Worker's
14 Compensation Law shall be given the option to accept sick leave benefits as
15 provided in Part III, Section G, above. This option, which shall be in writing, may
16 be terminated without prejudice to temporary total or temporary partial disability
17 benefits under the Worker's Compensation Act thereafter, but in no case shall sick
18 leave and disability be allowed for the same period.
19

20 b. Any teacher who is absent because of an injury or disease compensable under
21 the Wisconsin Worker's Compensation Law and who selected either worker's
22 compensation or sick leave benefits shall be entitled to receive full salary for the
23 first 80 school days of temporary total disability in lieu of compensation under the
24 Worker's Compensation Law or sick leave benefits for said period. Such days of
25 absence, not to exceed 80 days for any individual in any school year, shall not be
26 deducted from the sick leave credit of the teacher. If the IRS rules that money
27 received in lieu of compensation is not subject to social security or taxes, the total
28 compensation paid to the employee shall not exceed 100 percent of net
29 compensation previously received by the employee.
30

31 c. Leaves of absence granted to certificated personnel as a result of injury or
32 disease compensable under the Wisconsin Worker's Compensation Law shall
33 involve no change in increment date.
34

35 d. Effective on the first day of the month following the date the MTEA notifies
36 its members that the Preferred Provider Arrangement (PPA) is an acceptable
37 option, an employee absent as a result of injury or disease compensable under the
38 Wisconsin Worker's Compensation Law shall be reimbursed by the Board for any
39 health insurance premiums paid by the employee up to the annuity effective date if

1 the employee is subsequently approved for disability pension by WRS and the
2 primary reason for the disability pension is a direct result of the injury or disease as
3 determined under the Wisconsin Worker's Compensation Law. As of the annuity
4 effective date, the eligibility for continuation of health insurance will be in
5 accordance with Part III, Section B(13) and (14). The MTEA agrees to study the
6 Board's worker's compensation PPA. If the MTEA finds the PPA to be an
7 unacceptable option, the MTEA will work with the Board to resolve the MTEA's
8 concerns. As soon as the PPA is found to be acceptable to the MTEA, the MTEA
9 shall inform its members of that acceptability.

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

18
19 **2. MATERNITY LEAVE**

20
21 a. **OPTIONS.** In each case of pregnancy, the employee shall have one of the
22 following three options:

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

30
31 2) **CHILD REARING LEAVE AFTER TEMPORARY DISABILITY**
32 **LEAVE.** At the conclusion of temporary disability, a leave of absence
33 without pay shall be granted for any one case of pregnancy, if so requested by
34 the employee on a semester basis for a period not to exceed six full semesters
35 including the period of temporary disability. Upon certifying to the
36 administration the anticipated beginning date of the temporary disability
37 because of pregnancy, the employee shall notify the administration in writing
38 whether she intends to take the child rearing leave beyond the period of

1 temporary disability. The employee may change this designation at any time
2 up to 20 days after the birth of the child or her original designation shall stand.
3

4 **3) COMBINATION PRENATAL, TEMPORARY DISABILITY, AND**
5 **CHILD REARING LEAVE.** In addition to temporary disability leave, a
6 teacher, at her option, shall be granted a leave of absence without pay, not to
7 exceed six semesters, commencing at any time during pregnancy.
8

9 a) At the time the employee requests her prenatal leave, the employee
10 shall notify the administration in writing, whether she intends to take the
11 child rearing leave beyond the period of temporary leave. The employee
12 may change this designation at any time up to 20 days after the birth of
13 the child or her original designation shall stand.
14

15 b) In addition to the certification of pregnancy for prenatal leave and
16 notice of child rearing leave, the employee shall promptly furnish in
17 writing to Certificated Staffing, the doctor's statement when he/she
18 certifies her to be medically unable to work because of pregnancy or
19 complications arising therefrom.
20

21 **4) TEACHER RE-EMPLOYMENT AFTER USING OPTION 2 OR 3**
22 **ABOVE.** Teachers electing leave under option 2 or 3 above, shall be
23 considered out of assignment and shall be returned to employment subject to
24 reassignment under Part III, Section H(11) (Curtailment of Leave); or Part III,
25 Section H(12) (Return After Leave of Absence); and under Part V, Section J
26 (Assignment to a Particular School).
27

28 b. **TEMPORARY DISABILITY ABSENCES.** Temporary disability absences
29 of 45 workdays contained within a period of nine consecutive calendar weeks,
30 attested to by the employee's physician, shall not be questioned.
31

32 In paid absences of a longer term, or if the temporary disability request is filed
33 more than 30 workdays prior to the date of delivery, the administration may
34 require the employee to be examined by a physician from the Milwaukee Health
35 Department or by a physician selected by the employee from a panel of five
36 obstetricians appointed by the Milwaukee Health Department. The cost of such
37 examination shall be borne by the Board.
38

1 c. **PAYMENT OF TEMPORARY DISABILITY BENEFITS.** The payment
2 of temporary disability benefits shall remain available as long as valid state or
3 federal guidelines require it.

4
5 d. **ADOPTION LEAVE.** A teacher who adopts a child shall, upon request, be
6 granted a leave without pay for up to six full semesters.

7
8 e. **PATERNITY LEAVE.** Upon application, fathers may be granted a leave of
9 absence for child rearing as provided in Part III, Section H(2)(a)(2), or adoption
10 leave as provided in Part III, Section H(2)(d).

11
12 3. **JURY DUTY.** Teachers who are called for jury service shall receive full salary
13 during the period of absence provided that teachers shall remit to the Board or authorize
14 an adjustment equal to the compensation paid to them for such jury service and attach
15 the summons to the payroll time sheet.

16
17 4. **LEAVE FOR PROFESSIONAL STUDY, RESEARCH, OR SPECIAL**
18 **TEACHING ASSIGNMENT**

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

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

35
36 1) Twenty-five sabbatical leaves shall be granted as requested each year.
37 The superintendent shall determine the number beyond 25 on the basis of
38 budgetary limitations for the following school year. By August 1 and
39 December 1 of each year, the Board shall provide a list to the MTEA of those

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teachers who have applied and those teachers granted sabbatical leaves for the ensuing year.

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

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

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

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

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

6. EXCHANGE TEACHERS LEAVE. In any one year, a reasonable number of teachers, as determined by the superintendent, may be exchanged for teachers from some other school administration district in the United States and in a foreign country. Such exchange shall be initially recommended by the superintendent to the Personnel Committee which shall recommend final action to the Board. Agreements for such an exchange of teachers shall conform to the provisions of any international education exchange program administered by the US Office of Education or be entered into

1 between the governing bodies of the school administrative districts concerned and shall
2 include, among other appropriate provisions and requirements, provisions for each of
3 the following:

4
5 a. A written acceptance of the reciprocal agreement on the part of the teachers
6 entering into the exchange.

7
8 b. A certificate of good mental and physical health on the part of both teachers.

9
10 c. An exchange of credentials and recommendations between the officials of the
11 schools involved.

12
13 d. The Board to continue its exchange teachers under regular salary status and
14 assume no responsibility for the salary or sick leave of the visiting teacher.

15
16 e. All exchange arrangements to be for a period of one year with the possibility
17 of extension for a second year.

18
19 f. All rights and privileges of Milwaukee teachers to continue in effect during
20 the exchange period.

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

30
31 8. **MILITARY LEAVE**

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

1 b. Military leave of absence and credit therefore will be granted in accordance
2 with the following:

3
4 1) Any teacher who enters any branch of the military or naval service of the
5 United States during times of national emergency shall be granted a leave of
6 absence without pay for such time (not to exceed four years, except as
7 involuntarily but honorably extended) as his/her service in said armed forces
8 may be required by the United States Government.

9
10 2) All such leaves of absence shall be applied for and granted in accordance
11 with the rules of the Board applicable to the certified employees and the
12 following procedures.

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

24
25 4) Teachers serving in the three-year probationary period at the time of
26 entry into the military service shall be required, as a condition precedent to
27 obtaining permanent tenure, to render actual teaching service for three years.

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

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

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

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

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

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

9. OTHER LEAVES

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

b. PERSONAL ABSENCE WITHOUT PAY

1) Any teacher who so requests may be granted personal absence of a reasonable nature by the superintendent without pay providing that adequate

1 provisions have been made to assure the continuity of the instructional
2 program. Request for personal absence shall be made in writing at least 14
3 calendar days in advance of the effective date of the leave, except in
4 emergency situations.

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

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

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

23
24 d. **PRETENURE PHYSICAL EXAMINATION - LEAVE.** Where a doctor
25 discovers an adverse medical condition in the initial employment examination
26 which is not sufficiently serious to deny employment but which may need
27 correction or medical control prior to receiving tenure, the doctor shall set forth the
28 problem and recommend solutions on the certificate and the teacher shall initial the
29 card. If the condition is correctable or medically controllable prior to the end of
30 the fifth semester, the employee may schedule a second medical examination prior
31 to the end of that semester. These employees will require an examination as early
32 as possible during their fifth semester of employment. Other employees shall not
33 be required to take a pretenure physical examination. No employee shall be denied
34 a health certificate unless the medical problem or physical disability is such that
35 there is a medical probability that it will adversely affect the employee in the
36 current or future performance of his/her duties. Where a doctor denied the health
37 certificate, he/she shall state the reason therefore in writing. If the personal doctor
38 of the employee disagrees with the findings of the Milwaukee Health Department,
39 a statement from the personal doctor may be submitted; and, after a consultation

1 with the doctor at the expense of the teacher, the Milwaukee Health Department's
2 decision shall prevail. Should the Health Department deny a health certificate after
3 reviewing the findings of the teacher's personal doctor, the teacher shall be granted
4 a medical leave of absence without pay for not more than one year to correct or
5 medically control the problem. When the problem has been corrected or medically
6 controlled and upon receipt of a satisfactory health certificate from the Milwaukee
7 Health Department, the teacher shall be reinstated in accordance with this
8 agreement. It is understood that the teacher would begin the probationary period
9 over again as a first semester teacher. Teachers may be required to take a
10 tuberculosis examination every three years at Board expense in accordance with
11 the regulations of the Milwaukee Health Department. Satisfactory evidence of
12 such periodic examination shall constitute compliance with this section.

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

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

30
31 **10. DURATION OF LEAVES**

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

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

1
2 If required by the superintendent, a period not to exceed one semester after the
3 termination of leave, and prior to reassignment, may be granted by the
4 superintendent for the purpose of the above professional study of six semester
5 hours related to the field of preparation.
6

7 b. When leaves become effective during a semester and continue into succeeding
8 semesters, absence for 36 school days or more of such initial semester shall be
9 considered as a full semester for the purpose of interpreting these rules applicable
10 to leaves. A shorter time shall not be considered in determining the duration of a
11 single leave or the total time granted for leaves of absence. Nothing in this rule
12 shall be applicable to the Board's resolution on war service leaves. No adjustment
13 of an employee's increment date shall occur for absences when an employee
14 receives regular salary or pay under Part III, Section G(1).
15

16 **11. CURTAILMENT OF LEAVE**

17
18 a. At the request of a teacher, and upon presentation of a certificate of
19 satisfactory state of health for public school teaching service from a medical
20 examiner of the Milwaukee Health Department, the superintendent may curtail a
21 leave of absence and immediately reassign such person to active service.
22 Assignment for the balance of the semester may be made to temporary vacancies.
23 Any such curtailment of leave shall be reported to the Personnel Committee at its
24 next regular meeting. The health examination will not be required for teachers
25 returning from an approved study leave.
26

27 b. Maternity leaves may be curtailed after the loss or death of the child.
28

29 c. A leave of absence for illness, under the provisions of Part III, Section G(6),
30 of this part, may be terminated upon recommendation by the superintendent to the
31 Board if and when it is established that the teacher on such leave of absence has
32 entered upon any gainful employment or profession or trade and is carrying on the
33 same under circumstances which are inconsistent with the original intent of such
34 leave of absence.
35

36 **12. RETURN AFTER LEAVE OF ABSENCE**

37
38 a. Teachers who have been granted any type of leave of absence shall notify the
39 superintendent in writing on or before December 15 or July 1 preceding the

1 opening of the semester following the expiration of leave, of their intention to
2 resume work at the beginning of the ensuing school semester. Any teacher
3 returning from leave must present to the superintendent a certificate of satisfactory
4 state of health for public school teaching service from a medical examiner of the
5 Milwaukee Health Department before reassignment by the superintendent.
6 Pending the receipt of the required health certificate, such person may serve on a
7 substitute basis with substitute pay. The health examination will not be required
8 for teachers returning from an approved study leave.
9

10 b. All teachers, returning from any type of leave of absence and who have given
11 notice pursuant to paragraph a above, shall be restored in one of the following
12 ways, except as otherwise provided in the contract:
13

14 1) Where a vacancy exists, to the same position they held at the time the
15 leave was granted.
16

17 2) Where such vacancy does not exist, to a similar position to that held at
18 the time the leave was granted before newly employed teachers are assigned.
19

20 **13. VIOLATION OF LEAVE OF ABSENCE PROVISIONS.** Violation of any of
21 the provisions relating to sick leave or leaves of absence by an employee, or the making
22 of a false report regarding any type of leave, shall subject the employee committing
23 such violation or making such false reports to disciplinary action by the superintendent
24 or his/her designee and shall constitute a cause for discharge, suspension without pay, or
25 demotion in accordance with Part IV, Section N, of this contract.
26

27 **I. TAX DEFERRED ANNUITY PLANS**

28

29 The Board shall authorize teachers to make contributions to the 403b(1) tax deferred annuity
30 plan of the Wisconsin Retirement System-Department of Employee Trust Funds, to the
31 403b(1) tax deferred annuity plans (including Travelers) and the 403b(7) "Mutual Fund
32 Select Portfolio" offered by The Copeland Companies (the plan administrator), and to the
33 403b(1) and 403b(7) tax deferred annuity plans offered by the Aetna Life Insurance and
34 Annuity Company. The plan administrator is subject to the contract between the Board and
35 the MTEA in its administration of tax deferred annuities.
36

1 **J. APPLICATION OF EMPLOYEE BENEFITS PRIOR TO REGULAR YEAR**

2
3 1. Health insurance for employees beginning work previous to the regular school year
4 shall be available as set forth in Part III, Section B(7), of the contract.

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

9
10 **K. SEVERANCE PAY**

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

15
16 **L. EARLY RETIREMENT FUND**

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

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

26
27 3. The administration of the early retirement fund will be determined by the Board.

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

32
33 5. Regular retirement benefits for those age 65 and older shall be those specified in
34 the Wisconsin Retirement System Plan effective January 1, 1982.

35
36 6. Upon attainment of age 62, eligible employees may elect an early retirement
37 option. Monthly pension payments payable for life will be computed in the same
38 manner as the regular retirement benefits under the Wisconsin Retirement System
39 effective January 1, 1982. The difference between the employees retirement benefit

1 obtained from the Wisconsin Retirement Fund and that which the employee would
2 receive if retirement were at age 65 will be paid as a retirement benefit by the Board.

3
4 7. The basis for early retirement supplemental fund will be governed by the actuarial
5 report provided by A.S. Hansen Company, dated April 1, 1982. Provisions and
6 assumptions of proposed plan 1, exhibit 4, including exhibit 5, assumption 4, are being
7 utilized in computing the early retirement supplement fund.

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

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

28
29 10. Notwithstanding, anything to the contrary in this contract, employees represented
30 by the ASC or PAMPS bargaining units, whether covered or not covered by the MBSD
31 Early Retirement Supplement and Benefit Improvement Plan (Administrator Plan);
32 employees who are exempt from the ASC bargaining unit but are covered by the
33 Administrator Plan; employees of the Board who are appointed pursuant to Wis. Stats.
34 Section 119.32(3); and any other employees who are identified as covered by the
35 Administrator Plan through an employment contract between such employees and the
36 Board shall receive no MBSD Supplement Early Retirement Plan for Teachers (Teacher
37 Plan) "years of creditable service" as defined in the Teacher Plan, or any benefit from
38 the Teacher Plan for any period of such above specified employment on or after July 1,
39 2004.

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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.

1 d. The normal school day for the K-8 school faculty shall begin no sooner than
2 7:40 a.m. or later than 9:00 a.m. and end seven hours after the starting time.
3 Teachers will have 5 hours and 50 minutes of student contact time and a 45-minute
4 duty-free lunch. Five minutes will be designated for special help, ten minutes for
5 individual preparation, and ten minutes for common planning time.
6

7 e. Existing contract provisions conflicting with a, b, c, and d above shall be
8 modified to reflect the provisions a, b, c, and d above.
9

10 f. The normal workday for school social workers shall be from 8:00 a.m. to 4:30
11 p.m. provided, however, that if the school social worker is in the field and
12 completes the day's assignment at 4:00 p.m. (where the school closes at 4:00 p.m.),
13 there shall be no need for the school social worker to return to the school office.
14 Required school social worker staff meetings that may extend to a half hour
15 beyond the regular working hours (4:30 p.m.), when necessary, shall be limited,
16 except in special situations, to once a month.
17

18 The normal workday for a school social worker may be modified to begin no
19 sooner than 7:00 a.m. or later than 10:00 a.m. and end 8 hours and 30 minutes after
20 the starting time, subject to the approval by the school social worker, the school
21 social worker supervisor, and the principal of the school that the social worker is
22 serving. If, however, the school social worker is in the field and completed the
23 day's assignment within 30 minutes of the end of the workday (where his/her
24 school closes at the time), there shall be no need for the school social worker to
25 return to the school office. Required school social worker staff meetings that may
26 extend to 30 minutes beyond the regular working hours, when necessary, shall be
27 limited, except in special situations, to once a month.
28

29 g. When it is necessary, a proposed shift may be instituted after negotiation with
30 the MTEA, but in no case shall regular shifts be scheduled to begin earlier than
31 7:00 a.m. nor to end later than 5:00 p.m. The total period of teacher duty for such
32 shifts shall be continuous and shall not exceed that of the normal school day.
33

34 h. The normal workday for human relations community coordinators, human
35 relations curriculum developers, and personnel assigned the case manager
36 responsibilities shall be 8:00 a.m. to 4:30 p.m.
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3. **BANKING TIME**

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

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

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

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

4. **COLLABORATIVE PLANNING TIME**

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

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

1 c. The MPS and MTEA shall develop an assessment tool to be provided to the
2 faculty of each school no later than October 1 to enable an evaluation by the school
3 staff of the implementation of the Collaborative Planning Time plan. This survey
4 shall be completed on record staff planning day at the end of the first semester and
5 record day at the end of the second semester, collected by the MTEA building
6 representative and shall be forwarded to MPS and MTEA. The MPS and MTEA
7 will analyze the data and meet to review the results no later than 30 days after
8 receipt of the surveys.
9

10 d. This agreement provides a commitment to a three-year pilot which will sunset
11 on June 30, 2009, unless renewed, extended, or modified by mutual agreement.
12

13 **5. ADDITIONAL ASSIGNMENTS**
14

15 a. In addition to the regular school day, teachers are required to perform
16 collateral duties related to their teaching functions. Parent conferences, special
17 help for students, faculty and/or departmental meetings, and supervision of
18 non-income producing activities which are of a schoolwide nature are examples of
19 such collateral functions. One open house per semester shall be considered part of
20 a teacher's assignment. The dates of all open houses shall be announced to the
21 teachers no later than the fifth workday of the school year.
22

23 The Board will establish procedures to assure that students are not admitted to
24 secondary buildings, before the regular student admission time, without
25 permission. Exceptions to the above will be determined by the principal.
26

27 When it is necessary for principals to assign secondary teachers within the school
28 allocations to building and other necessary supervision before or after the normal
29 workday, teachers will be paid at the part-time certificated rate with a guaranteed
30 half hour of work. Teachers assigned to building and other necessary supervision
31 prior to the normal workday will not be required to work more than a half hour
32 before the normal workday begins.
33

34 Secondary teachers will be assigned from a list of volunteers on a rotational basis.
35 When no volunteers are available, assignments may be made by the principal from
36 the faculty on a rotational basis and paid as above. Assignment of non-volunteers
37 to such assignments shall not exceed one week in length and non-volunteers shall
38 not be assigned supervision both before and after the normal workday.
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Nothing in this contract should be construed as discouraging attendance at or participation in, on a voluntary basis, activities of a professional nature such as clubs or community activities.

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

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

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

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

d. All teachers may be required to attend faculty meetings or inservice sessions not to exceed two hours per month, at the employee's work site. The content of such meetings or sessions shall be at the discretion of the Board and shall not be subject to Part IV, Section I. The time commitments specified in this paragraph are included in the time commitments required by the responsibilities in paragraphs a,

1 b, and c. The administration shall notify the teachers of the dates of inservice and
2 the expected duration of the inservice or faculty meeting at least one calendar week
3 prior to the inservice or faculty meeting date if it is to last longer than one hour.
4

5 6. **DEDUCTIONS.** All deductions for partial absences will be made on the basis of
6 the 8-hour day and 40-hour week. However, it is recognized that the teacher normally
7 spends more than this minimum amount of time in the performance of his/her duties.
8 The daily rate, for purposes of calculating deductions, would be the number of days in
9 the employee's regular scheduled work year divided into the employee's annual salary.
10

11 7. **ADDITIONAL PAID ASSIGNMENTS**
12

13 a. Certificated staff members, who are assigned to extracurricular
14 income-producing activities, such as plays, concerts, and evening dances,
15 conducted by the school, other than those included under Appendices B and C,
16 shall be compensated for such services at the prevailing hourly rate as adopted for
17 part-time certificated assignment.
18

19 b. Teachers who are asked to teach all or a part of a class, when the regular
20 teacher is absent, shall be paid on the basis of the established part-time certificated
21 rate properly prorated. Such compensation shall also be paid to teachers who
22 substitute for the following: department chairpersons when they are absent for
23 necessary attendance at central services meetings, teachers taking required physical
24 examinations, teachers attending required central services meetings, and teachers
25 absent for the music festival. Teachers in middle and high schools shall be
26 authorized the part-time certificated rate when taking classes for others who are on
27 field trips. This payment is authorized for assuming classes during the preparation
28 period in addition to the teacher's normal class load. This provision shall be
29 limited to a total of 2,500 secondary field trips each year.
30

31 c. In the event a teacher is absent in a middle or high school and a substitute
32 does not arrive in time or no substitute is available, or no substitute is being
33 assigned, a teacher may be asked to cover the absent teacher's class from a list of
34 volunteers which is kept in the office. In the event that the volunteer list is
35 exhausted, teachers will be asked to cover classes on a rotating basis within subject
36 area or on a general rotating basis if no teacher is available in a subject area.
37

38 d. In the event a teacher is absent in an elementary school and a substitute does
39 not arrive on time or no substitute is available or no substitute is being assigned, a

1 regular classroom teacher may be assigned to be responsible for all or part of the
2 absent teacher's class or a specialty teacher may be assigned, and he/she shall be
3 compensated in accordance with paragraph b above.
4

5 e. The Board will review all possibilities of scheduling and making an effort to
6 assure that the elementary school buses arrive and leave before the end of the
7 teacher workday.
8

9 f. If it becomes necessary to schedule elementary school bus departures after the
10 end of the teacher workday, the Board agrees to meet with the MTEA to explain
11 what efforts have been made in an attempt to correct the scheduling problem and
12 the circumstances for the late buses and identify the particular 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 handled
16 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 and
26 2 above, principals will assign teachers in the same manner as assignment is
27 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 teacher
34 workday and educational assistants are not available, teachers who accept the
35 duties on a voluntary basis or are assigned on a rotational basis when there are no
36 volunteers shall be paid at the part-time certificated rate for the time worked.
37

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

22
23 b. The school social workers, human relations community coordinators, human
24 relations curriculum developers, and personnel assigned case management
25 responsibilities shall have a duty-free lunch period of one hour.
26

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

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

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

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

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

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

C. SPECIAL EDUCATION CLASS SIZES

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

D. SPECIAL EDUCATION

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

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

3. Regular education and special education teachers who work with any student examined by the health department who is found to have a health condition which may affect the student's school performance or impact on the teacher's health and safety shall be provided with an oral or written statement concerning such health

1 condition to the extent that the district is provided with such information. The
2 disclosure shall occur as soon as possible following the examination.

3

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

6

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

12

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

17

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

21

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

26

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

32

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

37

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 and
25 will explain which school administrator/school leader will be responsible for which
26 grade level. School administrators/school leaders shall also review the school's
27 crisis plan, including the role that staff members have in the plan. All teachers shall
28 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

- 1 3. If the teachers feel a serious disturbance may develop, the principal shall
2 provide an opportunity for the building representative to phone the MTEA office.
3
- 4 4. The MTEA building representative shall be released from his/her assignment
5 during crisis periods, so that communication with teachers on the facts of the
6 incident is accurate.
7
- 8 5. Any student making a direct or implied threat to any faculty member shall
9 immediately be referred to the school administrator/school leader or his/her designee
10 with a 72 card or incident referral form for disciplinary action. The school
11 administrator/school leader or his/her designee shall exclude that student from the
12 teacher's class or assignment until a conference is held between the student, the
13 parent, the school administrator/school leader, and the teacher involved. The student
14 shall be disciplined in accordance with the Parent/Student Handbook on Rights,
15 Responsibilities, and Discipline. Upon request of the teacher, the school
16 administrator/school leader shall notify the Milwaukee Police Department.
17
- 18 6. Any student working to undermine the discipline in a school, either through direct
19 action or the distribution of unauthorized publications, shall immediately be referred to
20 the principal.
21
- 22 7. All teachers and MTEA staff who are issued identification cards shall show such
23 cards upon request. All other persons authorized to be at any school shall have a school
24 system identification card or permission from the principal in writing. When a person
25 not so authorized refuses to leave the building, appropriate action shall be taken by the
26 principal or his/her designee; and, where the situation warrants, the Milwaukee Police
27 Department will be utilized. The MTEA staff representatives shall be furnished an
28 identification card from central services.
29
- 30 8. In schools having problems with unauthorized persons in the hall who are a threat
31 to the physical safety of teachers, additional personnel shall be used.
32
- 33 9. No teacher shall be required to subject himself/herself to any clear or imminent
34 danger to his/her safety.
35

36 **F. DISCIPLINE**
37

- 38 1. When student conduct presents a threat to the physical safety of teachers, school
39 administrators/school leaders shall take appropriate steps including the immediate

1 removal of the students from the classroom to protect the physical safety of the teacher
2 in accordance with the Board's legal obligation and responsibility and the
3 Parent/Student Handbook on Rights, Responsibilities, and Discipline.

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

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

15
16 3. Students who are or have been suspended shall be excluded from the building and
17 prohibited from attending all classes and all other activities held at school. The
18 student(s) shall remain under immediate administrative supervision until the parent is
19 contacted and the student can be sent home or until the end of the school day
20 (whichever comes first). In all suspension cases, the suspended student(s) shall be
21 escorted out of the building. If the student(s) refuses to leave the school and/or grounds,
22 and administrative means exclusive of the use of teacher(s), or assistant(s) proves
23 inadequate to remove the student(s), other appropriate assistance shall be 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/ school
27 leader, where the suspension is the result of a threat to the physical safety or assault of a
28 teacher, the teacher making the referral must be included. In all other cases, the school
29 administrator/school leader shall make every effort to include the teacher and the
30 parent/guardian. School administrators/school leaders shall make every effort to
31 schedule the conferences during the teacher workday. If it is impossible to schedule the
32 conferences during the teacher workday, the conferences must be held immediately
33 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 to
37 the teacher's physical safety.

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

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

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

23
24 **8. DISRUPTIVE BEHAVIOR MEASURES**

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

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

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

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

G. PROCEDURE FOR SCHOOLS WITH SPECIAL PROBLEMS

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

1. MTEA INVOLVEMENT

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

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

2. ADMINISTRATIVE VERIFICATION

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

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

9
10 **3. CONFERENCE WITH SUPERINTENDENT**

11
12 a. Within two workdays upon the request of the MTEA, the superintendent or
13 deputy superintendent shall hold a conference with the administration and the
14 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 matter
18 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 Corps,
35 in the Milwaukee Public Schools, will be given full credit consideration in accordance
36 with Appendix A. This will involve the shifting of anniversary dates at the time of
37 appointment to the beginning of the second semester if employed during the first
38 semester or the beginning of the first semester if employed during the second semester.

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 to
10 that given honorable military service. Credit for honorable military service shall be
11 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, WI
15 53201-2181, of additional teaching experience and/or college or inservice credits which
16 would warrant his/her being upgraded to a higher pay schedule, such increased pay shall
17 be retroactively granted to the beginning of the semester in which the teacher filed the
18 credits with Compensation, P.O. Box 2181, Milwaukee, WI 53201-2181.

19
20 Upon satisfactory completion of credits that will make a teacher eligible for
21 reclassification, required documentation must be submitted to Compensation, P.O. Box
22 2181, Milwaukee, WI 53201-2181, in order to receive the reclassification. It is the
23 teacher's responsibility to insure that this department receives all required evidence of
24 training for salary advancement. The reclassification will be retroactive if the
25 documentation is received by this department before the following dates (semester dates
26 referred to are always Milwaukee Public Schools semesters).

27
28 **FALL CREDITS** - The reclassification which results from credits completed during
29 the fall semester will be retroactive to the beginning of that semester if documentation is
30 received before April 1 of the immediately following semester.

31
32 **SPRING CREDITS** - The reclassification which results from credits completed during
33 the spring semester will be retroactive to the beginning of that semester if
34 documentation is received before the first day of the immediately following fall
35 semester.

36
37 **SUMMER CREDITS** - The reclassification which results from credits completed
38 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 reclassification
5 will be retroactive to the beginning of the semester in which the documentation was
6 received. If the documentation is received during the Milwaukee Public Schools
7 summer recess, reclassification is effective at the beginning of the immediately
8 following fall semester.

9

10 The documentation required for a college course is an official transcript from the school
11 at which the course was taken. However, if the completion of a course will result in a
12 reclassification, the teacher may temporarily use an official grade report. When a grade
13 report is used, an official transcript must be submitted before the end of the semester
14 following the semester in which the course was taken. Failure to comply with this
15 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 was
20 ordered to be sent to the Board at least 30 days prior to such deadline. Teachers who
21 file a transcript at the Board office and desire verification of receipt may submit an
22 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 salary
28 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 credits
33 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: Neuro-Muscular
37 Developmental Training and the Aryes Sensory Integration Dysfunction Certification
38 Workshop and other courses approved by the Department of Special Services. Courses

1 taken prior to July 1, 1982, will be evaluated and the credits applied toward salary
2 division advancement.

3
4 **I. INSERVICE AND TUITION REIMBURSEMENT**

5
6 **1. INSERVICE**

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

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

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

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

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

25
26 The teacher may choose to receive inservice credit rather than payment for the
27 inservice.

28
29 c. When voluntary inservice is scheduled:

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

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

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

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

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

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

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

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

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

- 1 b. Teachers may be given tuition for the appropriate courses not exceeding six
- 2 hours.
- 3
- 4 c. Teachers must earn acceptable grades in the courses.
- 5
- 6 d. Hours earned will be counted toward salary adjustments.
- 7

8 4. **HEALTH TUITION.** Employees presently teaching health or interested in

9 teaching health, who are not certified to teach health, may apply for tuition

10 reimbursement for courses leading to certification. The standard policy for tuition

11 reimbursement as for other courses shall be followed. A sum of \$2,000 shall be

12 allocated per year.

13

14 5. **MATHEMATICS AND OTHER NEEDED CERTIFICATION.** Employees

15 interested in teaching mathematics who are not certified in the area may apply for

16 tuition reimbursement for courses leading to certification. In addition, the Board, from

17 time to time, may identify other areas of certification or training for which

18 reimbursement will be granted. Notification shall be given to the MTEA of the new

19 areas of certification and/or training. Tuition reimbursement will be provided based on

20 the following:

21

- 22 a. Courses are to be taken on the teacher's own time.
- 23
- 24 b. Teachers must earn acceptable grades in the courses.
- 25
- 26 c. Hours earned will be counted toward salary adjustments.
- 27

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

29

30 **J. NEW TEACHERS AND SCHOOL SOCIAL WORKERS ORIENTATION**

31

32 1. If the Board conducts a program for the introduction of new teachers and social

33 workers into the system, up to three days of orientation prior to the beginning of the

34 employee's work year shall be provided. All new teachers and social workers

35 involved in any orientation program will be compensated at their daily rate of pay.

36

37 2. New employees shall be given an individual written contract together with a

38 copy of this document developed through negotiations with the MTEA. The terms

1 and provisions of each teacher's individual contract shall be in conformity with the
2 terms and provisions of the negotiated contract between the Board and the MTEA.

3

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

6

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

9

10 **K. FACULTY LOUNGES**

11

12 The Board shall continue to make available a room or rooms appropriately furnished for
13 use as a faculty lounge.

14

15 **L. TEACHER INVOLVEMENT**

16

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

23

24 **M. TEACHER AND SCHOOL SOCIAL WORKER EVALUATIONS**

25

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

30

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

37

38 3. After permanent tenure status has been reached, evaluation shall be made as
39 follows:

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- a. Annually for the first two years under such status.
- b. At three-year intervals thereafter.

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

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

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

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

6. In the event a teacher receives a satisfactory evaluation with an attachment where the evaluator(s) recommends a transfer should be taken under advisement, the teacher shall specify in writing on the attachment whether he/she concurs in the

1 recommendation for transfer. Where the teacher does not concur and upon request of
2 the evaluator(s) or teacher, the MTEA and the director, Department of Administrative
3 Accountability, or administrative specialist shall confer in the building with all parties
4 to resolve the problem. If, as a result of the conference, the director, Department of
5 Administrative Accountability, or administrative specialist concurs in the
6 recommendation of the evaluator(s) and before any action is taken in the matter, they
7 shall:

8
9 a. Notify the teacher and the MTEA within ten workdays in advance that a
10 conference has been scheduled with the superintendent or his/her designee
11 involving the teacher, MTEA, the evaluator(s), and the director, Department of
12 Administrative Accountability, or administrative specialist. The notice will
13 include a statement of the problem. The purpose of the conference shall be to
14 explore possible areas of assistance necessary to overcome the difficulties
15 which have been referred to in the evaluation report.

16
17 b. The decision of the superintendent or his/her designee shall be reduced to
18 writing and, together with the reasons, furnished to the teacher and MTEA. If
19 the MTEA and/or the teacher are not in agreement with the decision, the MTEA
20 may proceed through the final step of the grievance procedure, starting at the
21 third step.

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

31
32 8. In the event a teacher receives an unsatisfactory evaluation and the teacher does
33 not concur, upon request of the evaluator(s) or teacher, the MTEA and the director,
34 Department of Administrative Accountability, or administrative specialist shall
35 confer in the building with all parties to attempt to resolve the problem. If, as a
36 result of the conference, the director, Department of Administrative Accountability,
37 or administrative specialist concurs in the recommendation of the evaluator(s) then
38 before any action is taken in the matter, the director, Department of Administrative
39 Accountability, or administrative specialist shall inform the teacher by letter that the

1 unsatisfactory evaluation constitutes a recommendation for non-renewal, if a non-
2 tenured teacher, or termination, if a tenured teacher, in the Milwaukee Public
3 Schools. The letter shall also state the fact that the teacher has ten workdays to
4 request a hearing before the superintendent or his/her designee on the matter. The
5 MTEA shall receive a copy of this letter. If the teacher requests a hearing, he/she
6 shall be sent a notice of the date set for the hearing and the charges involved. The
7 MTEA shall be sent a copy of this notice at least three workdays prior to the hearing.

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

18
19 b. A non-tenured teacher may appeal the decision through the final step of the
20 grievance procedure in accordance with Part IV, Section M(10), (11), and (12).

21
22 c. The decision for dismissal of the tenured teacher shall be forwarded to the
23 full Board to follow the established procedure, as set forth in the statutes. A
24 teacher who elects to proceed to arbitration shall be considered to have waived
25 the right to pursue this matter in the courts, except as provided in Chapter 298,
26 Wisconsin Statutes.

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

34
35 10. In the event the superintendent decides to recommend that the teacher's contract
36 not be renewed if non-tenured or terminated if tenured for the subsequent school year,
37 he/she shall, by April 1, notify the Board with a copy to the teacher of the
38 recommendation, together with the specific reasons upon which he/she relied. He/she
39 shall notify the teacher that he/she may, within five workdays request a full and fair

1 hearing before the Personnel Committee if non-tenured and before the full Board if
2 tenured. Any hearing so requested shall be held prior to April 30. The decision of the
3 Committee shall be in writing and shall contain the specific reasons for the decision. It
4 shall be served upon the teacher and his/her representative as soon as possible, but in no
5 case later than May 15.

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

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

25
26 **NON-RENEWAL OF NON-TENURED TEACHERS HIRED ON OR AFTER**
27 **JULY 1, 2007:**

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

36
37 d. Third Year Teacher: The administration shall have the authority to non-
38 renew a third year teacher provided it has made reasonable efforts at
39 remediation and that its decision has a factual and rational basis and is

1 supported by a preponderance of the evidence. The decision of the Board may
2 be appealed to arbitration by the teacher in accordance with the provisions of
3 the contract relating to grievance arbitration.

4
5 e. The administration shall notify a non-tenured teacher of its decision to non-
6 renew him or her by April 1. He/she shall notify the teacher that he/she, within
7 five workdays, may request a conference with the Board. Any conference so
8 requested shall be held by April 30.

9
10 f. Paragraphs c, d, and e of this section shall sunset on June 30, 2012.

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

18
19 July 15 -- Hearing before the Personnel Committee

20
21 July 20 -- Decision by Committee

22
23 August 5 -- Arbitration hearing

24
25 August 15 -- Arbitrator's decision

26
27 13. Day-to-day assignment of teachers may only be used during that period necessary
28 to find another appropriate, professional assignment, except as to teachers who have not
29 been initially assigned to a particular building. When a period of time exists in which it
30 is necessary to make day-to-day assignments of appointed teachers, the following
31 procedures shall be implemented:

32
33 a. The substitute dispatch office shall make every effort to place appointed
34 teachers in appropriate assignments of a longer duration, especially assignments
35 which may develop as vacancies.

36
37 b. The evaluator(s) at a school to which an appointed teacher is assigned shall
38 be notified. The evaluator(s) shall evaluate the teacher on each assignment in
39 accordance with the provisions of the contract.

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

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

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

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

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

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

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

1 **N. ALLEGATIONS OF MISCONDUCT**

2
3 1. **MISCONDUCT.** No teacher shall be suspended, discharged, or otherwise
4 penalized, except for "just cause." No teacher shall be involuntarily transferred, non-
5 renewed, or placed on a day-to-day assignment as a disciplinary measure. In the event a
6 teacher is accused of misconduct in connection with his/her employment, the
7 accusation, except in emergency cases as referred to herein, shall be processed as
8 follows:

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

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

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

- 1 d. The superintendent shall, within five workdays, review the decision of the
2 executive director of the MPS Department of Human Resources or his/her
3 designee and issue his/her decision thereon. The MTEA may, within ten
4 workdays, invoke arbitration, as set forth in the final step of the grievance
5 procedure in cases not involving a recommendation for dismissal or suspension.
6 A teacher who elects to proceed to arbitration shall be considered to have
7 waived the right to pursue the matter in the courts, except as provided in
8 Chapter 788, Wisconsin Statutes.
9
- 10 e. 1) **NON-TENURED.** Where the superintendent, after review of the
11 MPS Department of Human Resources' executive director's
12 recommendation, recommends dismissal of a non-tenured teacher or
13 suspension of a teacher, the teacher may, within ten workdays of receipt of
14 the decision of the superintendent, request a hearing before the Personnel
15 Committee which shall be held within 45 workdays of the request. The
16 Committee, after a full and fair hearing which shall be public or private, at
17 the teacher's request, shall make a written decision specifying its reasons
18 and the action and recommendations, prior to the next full meeting of the
19 Board.
20
- 21 2) **TENURED TEACHER.** In any case where the superintendent, after
22 review of the MPS Department of Human Resources' executive director's
23 recommendation, recommends dismissal of a tenured teacher, the matter
24 shall be processed in accordance with the provisions of this section, except
25 that the full Board, rather than the Personnel Committee, shall conduct the
26 hearing.
27
- 28 f. The MTEA may, within ten workdays, invoke arbitration, as set forth in the
29 final step of the grievance procedure. A teacher who elects to proceed to
30 arbitration shall be considered to have waived the right to pursue the matter in
31 the courts, except as provided in Chapter 788, Wisconsin Statutes.
32
- 33 g. To accommodate scheduling conflicts, the time limits of the misconduct
34 procedure may be modified, on a case-by-case basis, by the mutual consent of
35 the parties responsible for scheduling at the particular step of the procedure
36 where the scheduling conflict arises.
37
- 38 2. **EMERGENCY SITUATIONS.** When an allegation of serious misconduct
39 which is related to his/her employment is made, the administration may conduct an

1 administrative inquiry which would include ordering the teacher to central services or
2 authorizing him/her to go home for a period not to exceed three days. Authority to
3 order an employee to absent himself/herself from work shall be vested in the
4 superintendent or his/her designee. The administration shall notify the MTEA as to the
5 identification of its designees. In no case can the designee be a member of the
6 bargaining unit. The MTEA shall be notified previous to the decision. No teacher shall
7 be temporarily suspended prior to the administrative inquiry, nor without the
8 opportunity to respond to the charges and have representation of his/her choice as set
9 forth above. No teacher may be suspended unless a delay beyond the period of the
10 administrative inquiry is necessary for one of the following reasons:

- 11
- 12 a. The delay is requested by the teacher.
 - 13
 - 14 b. The delay is necessitated by criminal proceedings involving the teacher.
 - 15
 - 16 c. Where, after the administrative inquiry, probable cause is found to believe
17 that the teacher may have engaged in serious misconduct.
 - 18

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

24

25 **O. PARENT CONFERENCE DAYS**

26

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

- 30
- 31 1. The principal will meet with the building representative(s) and discuss
32 parent/teacher conference day options to be developed jointly by the principal, building
33 representative, and parent representatives. After the options are developed, the building
34 representative(s) will conduct a ballot of teachers. Parent representatives will provide
35 meaningful parental input.
 - 36
 - 37 2. The principal and building representatives will meet to review the parent and
38 teacher responses to the options. If a modified parent/teacher conference day schedule
39 is established, the modification will provide a total number of hours for the

1 parent/teacher conference day which are equal to the number of hours in the teacher day
2 (exclusive of the lunch period) at each level (i.e., elementary, K-8, middle, and high).

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

7
8 4. If the MTEA and administration cannot agree on a parent/teacher conference
9 modification, then the school will adhere to the negotiated day. On such days,
10 conferences, if scheduled, shall be conducted during regular school hours or on
11 consecutive hours equal to the normal school day not to exceed 9:30 p.m.

12 13 **P. EDUCATIONAL ASSISTANTS**

14
15 It is recognized and agreed that educational assistants are employed to supplement and
16 assist teachers in the performance of their professional duties. It is further recognized
17 that an educational assistant shall not be used to replace or supplant the teacher as the
18 instructional leader.

19 20 **Q. TEXTBOOKS, RESOURCE GUIDES**

21
22 1. **TEACHER EDITIONS.** Where basic textbooks are ordered, teacher editions,
23 where published, will also be ordered.

24
25 2. **RESOURCE GUIDES FOR SPECIAL EDUCATION.** Where requested,
26 resource guides, such as the physical education guide, music guide, and TV schedules
27 shall be provided to the special education teachers in the same manner as they are
28 provided to regular classroom teachers.

29
30 3. **USE OF TEXTBOOKS IN MIDDLE SCHOOLS.** In middle schools, students
31 and teachers shall be allowed to use classroom textbooks until the close of the third last
32 day of the school year.

33 34 **R. MTEA AND TEACHER REPRESENTATION**

35
36 1. **BUILDING REPRESENTATIVE AND SCHOOL REPRESENTATIVE**
37 **COMMITTEE.** The MTEA may, in each school have a building representative and a
38 school representative committee. The administration shall recognize such committee
39 and shall meet with such committee, together with such other persons as deemed proper

1 to be at the meeting to discuss matters related to conditions of employment. Such
2 meetings must be conducted once a month, where a meeting is requested by either the
3 administration or the MTEA committee. More frequent meetings will be held where
4 the situation warrants.

5
6 2. **VOLUNTEERS/INTERNS.** Volunteers and interns shall not be used to replace
7 or supplant bargaining unit employees.

8
9 **S. SCHOOL FUND, BOARD RULES, AND LOCATIONAL BUDGET**

10
11 1. **SCHOOL FUND PROCEDURE.** The school administration will prepare a
12 booklet of administrative procedures relative to the use of the school funds which shall
13 be furnished to the MTEA on September 1, 1975, and updated thereafter. At least once
14 each school year, the status of the school fund will be discussed with the staff, and
15 procedures for use of the school funds by faculty shall be presented after the completion
16 of the Administrative Procedures Booklet.

17
18 2. **BOARD RULES.** Each time additions, amendments, and/or the Rules of the
19 Board are reprinted, sufficient copies will be furnished to the MTEA for distribution to
20 MTEA building representatives, executive board members, and MTEA staff.

21
22 3. **LOCATIONAL BUDGET.** Locational budget requests for each school,
23 including multi-unit requests shall be developed by the principal who will provide
24 opportunities for teachers to express their needs prior to submission of the requests to
25 the Department of Finance.

26
27 When the approved locational budget is returned to the school, teachers shall be
28 provided the opportunity to learn of the total amounts and line item approved for each
29 category.

30
31 Teachers shall be provided the opportunity to review with the principal or his/her
32 designee the status of funds remaining in each category of the budget and the status of
33 requisitions in process, completed, or canceled.

34
35 **T. OTHER TEACHING CONDITIONS AND EDUCATIONAL IMPROVEMENTS**

36
37 1. **SPECIAL GROUPS.** Additional supplementary provisions for special groups
38 referred to in Appendix E are a part of this contract.

39

- 1 2. **PARENT COMPLAINTS.** Whenever a parent registers a serious complaint
2 against a teacher, the principal shall inform the teacher of the nature of the complaint
3 and give a copy of the disposition to the teacher in writing. A teacher may respond in
4 writing to the disposition. Such response shall be attached to the disposition.
5
- 6 3. **UPHAM WOODS.** Participation in programs at Upham Woods shall be
7 voluntary. Teachers who participate in such programs shall have regularly scheduled
8 relief time during which they may leave the camp area and engage in pursuits of a
9 personal nature. This relief time shall be arranged on a rotating schedule by the camp
10 director and participating staff members to ensure adequate supervision of the children.
11
- 12 4. **PHYSICALLY UNATTACHED SITES.** Teachers assigned to sites physically
13 separated from a school will work under the direction of a principal if the site is
14 attached to a regular school, or under the direction of a project director, or supervisor
15 having responsibility for the program.
16
- 17 5. **PHYSICAL CONDITIONS OF BUILDINGS.** Where physical conditions in
18 a building or classroom affect the health and safety of teachers, the director,
19 Department of Administrative Accountability, or administrative specialist and
20 MTEA shall confer in the building within a reasonable period of time. If necessary,
21 the City Health Department may be consulted.
22
- 23 6. **PARENT OR LEGAL APPEALS UNDER CHAPTER 115.** In parent appeals
24 or legal actions arising in connection with Chapter 115, Wisconsin Statutes, which
25 involve members of the MTEA bargaining unit, the following shall apply:
26
- 27 a. The MTEA shall be furnished notice of such appeal once a hearing is
28 scheduled.
29
- 30 b. In the event that legal action is brought against a teacher arising out of the
31 performance of duties related to Chapter 115, Wisconsin Statutes; Chapter 895,
32 Wisconsin Statutes; and the contract shall apply.
33
- 34 7. **TELEPHONES.** A telephone shall be available in each school in a location
35 suitable for teacher communication with parents and agencies and the conduct of
36 other school-related business.
37

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

4
5 9. **LOCAL SCHOOL GOVERNANCE.** All schools shall have a system of local
6 school governance.

7
8 10. **SAFETY AND SECURITY.** The MBSD and MTEA recognize that the
9 introduction of new technologies to assist and enhance the ability to provide safe and
10 secure teaching and learning environments is valued. No technology will be used to
11 observe any teacher without his/her knowledge. Each year each staff member in any
12 building with a security/surveillance system will be apprised of the location and
13 operation of any system that may record his/her image and/or spoken words.

14
15 Security/surveillance technology will not be used to document teacher performance or
16 conduct that may lead to a negative evaluation. In the event security surveillance
17 technology appears to reveal conduct, which could lead to misconduct, the employee
18 involved and the MTEA will promptly be informed and given the opportunity to review
19 the material.

20
21 The MBSD and MTEA agree that the security/surveillance systems or any other
22 technology will not be used to record or observe MTEA union meetings; professional
23 committee meetings with schools; meetings of teachers engaged in professional
24 activities before, during, or after his/her workday; or any other gathering of professional
25 educators covered by the collective bargaining agreement.

26
27 The MBSD and MTEA agree that data and images obtained by MPS security and
28 surveillance systems shall not be disclosed to the public except to the extent allowed by
29 law.

30
31 **U. COMMUNICABLE DISEASES**

32
33 The Board shall take the following steps to safeguard teachers against communicable
34 diseases:

- 35
36 1. Teachers shall be notified if any individual in the building is known to be a carrier
37 of a communicable disease. Such notification shall be limited to the extent permitted by
38 confidentiality of medical records.

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

D. PREFERENCE OF ASSIGNMENT

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

E. RESIGNATION

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

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

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

1 **F. SENIORITY DEFINITION**

2
3 Seniority shall mean the number of years of service commencing the first day of the
4 semester in which the employee begins working after the first day of the semester.
5 Service rendered beyond the normal work year of the employee shall not be counted
6 toward seniority. For purpose of reduction in enrollment, layoff and transfers, seniority
7 shall further be determined among those of equal semester seniority by next considering
8 the date the employee actually began working, if this date precedes the first date of the
9 semester. If this date also coincides, the date on which the employee was offered
10 employment shall be considered. Leaves of absence for whatever reason shall not be
11 considered a break for seniority purposes whether or not increments are granted for such
12 leave.

13
14 Resignation causes a break in seniority. If the teacher is rehired within one year
15 following the resignation, accumulated sick leave benefits are restored. If the resignation
16 exceeds one year and the teacher is rehired, he/she has the same benefits as a new teacher
17 with no seniority, except as to the experience credit on the salary scale. A former teacher
18 is allowed credit for all Milwaukee experience regardless of the period of time between
19 the resignation and date of re-employment. Teachers who have tenure prior to resigning
20 are employed with tenure. Teachers who do not have tenure prior to resigning receive no
21 credit for their previous Milwaukee service toward the six semesters required for tenure.
22 Administrators returning to the teacher bargaining unit shall receive up to three years of
23 seniority for service as an administrator or supervisor.

24
25 **G. REASSIGNMENT**

26
27 Once assigned to a building, teachers will not be involuntarily reassigned, except in cases
28 of reduction in enrollment, voluntary transfers, assignment of relatives, conduct, or
29 evaluation as defined below:

- 30
31 1. **REDUCTION IN ENROLLMENT.** When a reduction in the number of teachers
32 is necessary, qualified volunteers shall be first reassigned. If more than one teacher
33 volunteers to be excessed, excessing shall be done in order by seniority. Then
34 reassignment shall be made on the basis of years of service in the Milwaukee system
35 with those teachers most recently appointed to the school system being reassigned first,
36 except where departmental, necessary extracurricular, kindergarten, primary,
37 intermediate, or upper grade level needs prevail. The Board may deviate from the
38 above to maintain a gender balance in physical education positions.

1 2. **VOLUNTARY TRANSFERS.** Request for reassignment from teachers seeking
2 transfers shall be listed in terms of majors and minors or in terms of grades taught. In
3 the interest of expediting assignments, the initial round of reassignments are to be
4 processed on the basis of applications on file by June 1 of each year in vacancies known
5 up until July 1 of each year. For teachers who do not receive a reassignment in the
6 initial round, the second round of reassignments are to be processed on the basis of
7 applications on file by June 1 for vacancies which become known from July 2 through
8 and including July 31. MPS staffing specialists and MTEA staff members shall jointly
9 process the second round of reassignments. Where schools are restaffed at midyear,
10 reassignments will be processed on the basis of requests on file by December 15 of each
11 year to vacancies known up until December 15.

12
13 Wherever two or more teachers who have requested transfers are qualified to fill the
14 open position, preference shall be given to the teacher or teachers with the greatest
15 systemwide seniority, except as provided below. Once a transfer has been granted, the
16 person may not exercise this seniority provision for three years.

17
18 Exceptions to the above will be made in the following cases:

19
20 a. Transfers will be allowed from an individual school's staff provided that no
21 more than 25 percent of an individual school's staff need be allowed to leave the
22 school in any one year through transfer.

23
24 b. Schools which have or are beginning special modes of instruction shall be
25 listed and advertised separately. Applicants will be selected from among those
26 interested and qualified for such assignment in order of seniority except for
27 10 percent of the positions. Applications for special programs do not preclude a
28 teacher from also filing a regular transfer request. This provision shall not
29 apply to program improvement programs.

30
31 c. When opening a new school, department chairpersons and counselors will
32 be identified from among those requesting transfer a semester in advance of the
33 opening of the school. Department chairpersons will be identified from among
34 teachers who had requested a transfer and who should have had sufficient
35 seniority to transfer into the building if the entire school would have been
36 opened a semester in advance.

37
38 d. The Board may deviate from the above to maintain a gender balance in
39 physical education positions in individual schools.

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

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

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

H. LIST OF VACANCIES

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

I. REASSIGNMENT REQUESTS

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

J. ASSIGNMENT TO A PARTICULAR SCHOOL

1. Teachers shall be assigned to a particular building where a vacancy exists, as long as the teachers are qualified within their teaching certificates issued by the Department of Public Instruction (DPI), possess special skills and training needed¹, and possess any additional qualifications as established by the Board. In the event the Board decides to impose additional qualifications beyond those established by the DPI, the Board shall notify the MTEA of such additional qualifications and meet with the MTEA to discuss whether such qualifications are reasonably job-performance related. The Board shall grant tuition reimbursement to those teachers presently in assignments who must obtain additional credits as a result of the imposition of qualifications beyond DPI certification.

¹ See footnote 2, p. 125.

1 Established tuition reimbursement procedures shall apply. For each three credits or
2 other non-credit additional qualifications beyond DPI certification, teachers shall be
3 given one full semester to complete said three credits of additional qualifications. The
4 foregoing timelines will be extended if courses are not readily available. Where
5 teachers have left an assignment, pursuant to a specific provision of this contract, they
6 shall be reassigned in accordance with the following order of priorities:
7

8 a. Teachers displaced from a particular building due to a reduction in
9 enrollment in accordance with Part V, Section G(1), teachers requesting
10 reassignment in accordance with Part V, Section G(3), teachers requesting
11 reassignment in accordance with Part V, Section G(2), teachers returning from a
12 leave of absence, and teachers being reassigned in connection with the section
13 on evaluation. Exceptions to this section may be made to provide meaningful
14 assignments to those teachers being transferred as a result of evaluation.
15

16 b. Unassigned teachers as a result of premature curtailment of leave and
17 unassigned teachers as a result of overhiring.
18

19 c. New teachers in the system who have not as yet taught in the Milwaukee
20 Public Schools.
21

22 2. Whenever there are two or more qualified teachers to fill a vacancy in any one of
23 the above categories, preference shall be given to the teacher or teachers with the
24 greatest systemwide seniority. The MTEA recognizes that there may be an occasion
25 where departmental, extracurricular, kindergarten, primary, intermediate, upper grade
26 level, or counseling needs cannot be met in a specific instance through the provisions of
27 this section. In such instance, the administration will give the teacher, upon request,
28 reasons for the departure from these provisions. If the teacher requests, such reasons
29 shall be reduced to writing.
30

31 **K. STAFFING OF SPECIALTY SCHOOLS** 32

33 1. **EXISTING TOTALLY SPECIALIZED BUILDINGS.** In any school which
34 has a program in a special mode of instruction such as but not limited to open education,
35 fundamental education, continuous progress, multi-unit individually guided education,
36 teacher pupil learning center, gifted and talented, and creative arts, vacant positions will
37 be filled from a list of qualified applicants. In the event the Board decides to establish
38 additional qualifications beyond those established by the DPI, the Board shall notify the
39 MTEA of such additional qualifications and meet with the MTEA to discuss whether

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

9
10 A qualified applicant is a teacher who has expressed an interest in the vacancy by filing
11 an application, has the basic DPI certification required, possesses all additional
12 qualifications established by the Board, and who meets at least one of the following
13 conditions:

- 14
- 15 a. Previous experience in the particular specialty.
 - 16
 - 17 b. Has taken or completes before the beginning of the next semester, college
18 courses in the specialty, or vocational-technical courses where applicable, or
19 inservice training in the particular specialty. When the necessary college
20 courses, vocational-technical courses, or inservice training are not reasonably
21 available to the teachers wishing to participate, the school administration will
22 establish inservice programs that fulfill the training requirements.
 - 23

24 For elementary specialties or modes of instruction, a qualified applicant is a teacher
25 who has the applicable qualifications set forth above. For secondary specialties, the
26 applicant must also have the applicable qualifications set forth in the paragraph
27 above, but in particular instances may also be required to have specific training or a
28 specific skill.²

29
30 Teachers assigned to a specialty school during the 1976-77 school year are qualified for
31 that specialty in terms of the above criteria. One inservice program designed for that
32 specialty and offered for the teachers in the specialty may be required. Said programs
33 shall not exceed 60 hours over the three years of the contract, the dates of said programs

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.

1 to be negotiated with the MTEA. In the event the Board decides to establish additional
2 qualifications beyond those established by the DPI, the Board shall notify the MTEA of
3 such additional qualifications and meet with the MTEA to discuss whether such
4 qualifications are reasonably job-performance related. The Board shall grant tuition
5 reimbursement to those teachers presently in assignment who must obtain additional
6 credits as a result of the establishment of qualifications beyond DPI certification.
7 Established tuition reimbursement procedures shall apply. For each three credits or
8 other non-credit additional qualifications beyond DPI certifications, teachers shall be
9 given one full semester to complete said three credits of additional qualifications.
10 Extensions to this timeline will be granted when courses are not readily available.

11
12 In any school which has a Montessori program, vacant positions will be filled from a
13 list of qualified applicants.

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

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

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

8 For paragraph 1, assignments will be made in accordance with systemwide seniority to
9 vacancies known by July 1, or by the date on which the general assignment of students
10 to schools occurs, whichever date comes later.
11

12 **2. EXISTING SPECIALTY PROGRAMS WITHIN BUILDINGS.** In any school
13 which has specialized courses, programs, or modes of instruction in addition to the
14 regular program, vacancies shall be filled in the following order:
15

- 16 a. Qualified applicants currently at the school
- 17
- 18 b. Other qualified applicants
- 19

20 For elementary specialties or modes of instruction, a qualified applicant is a teacher who
21 has the applicable qualifications set forth in paragraph 1 plus all additional
22 qualifications established by the Board. For secondary specialties, the applicant must
23 also have the applicable qualifications set forth in paragraph 1 and all additional
24 qualifications established by the Board, but in particular instances may also be required
25 to have specific training or a specific skill.³ In the event the Board decides to establish
26 additional qualifications beyond those established by the DPI, the Board shall notify the
27 MTEA of such additional qualifications and meet with the MTEA to discuss whether
28 such qualifications are reasonably job-performance related. The Board shall grant
29 tuition reimbursement to those teachers presently in assignments who must obtain
30 additional credits as a result of the establishment of qualifications beyond DPI
31 certification. Established tuition reimbursement procedures shall apply. For each three
32 credits or other non-credit additional qualifications beyond DPI certifications, teachers
33 shall be given one full semester to complete said three credits of additional
34 qualifications. Extensions to this timeline will be granted when courses are not readily
35 available.
36

³ See footnote 2, p. 125.

1 In any school which has a bilingual program, vacant positions requiring the second
2 language will be filled from a list of qualified applicants. A qualified applicant is a
3 teacher who has expressed an interest in the vacancy by filing an application, has the
4 basic DPI certification required for the grade level and subject, possesses all additional
5 qualifications established by the Board, and can speak, read, and write the school's
6 second language. In the event the Board decides to establish additional qualifications
7 beyond those established by the DPI, the Board shall notify the MTEA of such
8 additional qualifications and meet with the MTEA to discuss whether such
9 qualifications are reasonably job-performance related. The Board shall grant tuition
10 reimbursement to those teachers presently in assignments who must obtain additional
11 credits as a result of the establishment of qualifications beyond DPI certification.
12 Established tuition reimbursement procedures shall apply. For each three credits or
13 other non-credit additional qualifications beyond DPI certifications, teachers shall be
14 given one full semester to complete said three credits of additional qualifications.
15 Extensions to this timeline will be granted when courses are not readily available.
16

17 Assignment of qualified applicants to vacancies will be made first from applicants
18 within the school in the order of systemwide seniority and second from other applicants
19 on the basis of systemwide seniority to vacancies known by July 1 or by the date on
20 which the general assignment of students to schools occurs, whichever date comes later.
21 In the event the Board decides to establish additional qualifications beyond those
22 established by the DPI, the Board shall notify the MTEA of such additional
23 qualifications and meet with the MTEA to discuss whether such qualifications are
24 reasonably job-performance related. The Board shall grant tuition reimbursement to
25 those teachers presently in assignment who must obtain additional credits as a result of
26 the establishment of qualifications beyond DPI certification. Established tuition
27 reimbursement procedures shall apply. For each three credits or other non-credit
28 additional qualifications beyond DPI certifications, teachers shall be given one full
29 semester to complete said three credits of additional qualifications. Extensions to this
30 timeline will be granted when courses are not readily available.
31

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

36
37 a. From qualified applicants currently at the school in order of systemwide
38 seniority.
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4. STAFF COMPATIBILITY WITH A SPECIALIZED PROGRAM. If a teacher feels that he/she is incompatible with the mode of instruction to which he/she is assigned, that teacher shall at the earliest opportunity inform the principal so that the principal can confer with the teacher. If the principal perceives that a teacher is incompatible with a particular mode of instruction, the principal shall observe and evaluate in accordance with Part IV, Section M. If after the result of either of these actions, the teachers and the principal concur in the recommendation to transfer, the transfer will be initiated without reflecting upon the permanent evaluation file of the teacher. If the principal initiates the action and the teacher does not concur, the procedures incorporated in Part IV, Section M, shall be followed. In either case, the provisions of Part V, Section J(1)(a), which provide meaningful assignments for those transferred as a result of evaluation shall apply.

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

L. SCHOOL SOCIAL WORKERS NOTIFICATION PROCEDURE

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

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

1. Name of program in which vacancy exists
2. School to be served
3. Location of social worker's office
4. Approximate pupil population responsibility
5. Length of work year

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

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

5
6 **M. FILLING VACANCIES**
7

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

12
13 **N. ABSENCE BEYOND 45 DAYS**
14

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

20
21 **O. OUT OF ASSIGNMENT**
22

23 A teacher shall be considered out of assignment under any one of the following
24 conditions:

- 25
- 26 1. If absent more than 60 school days during a semester.
 - 27
 - 28 2. If absent the first day of the school year without notice to central services giving a
29 good and sufficient reason for the prospective absence.
 - 30
 - 31 3. Upon being granted a leave of absence.
 - 32

33 **P. REASSIGNMENTS THROUGH SCHOOL INTERVIEWS**
34

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

- 36
- 37 1. In January of each school year, schools/programs that have not participated in the
38 school interview process during the previous school year shall decide if the
39 school/program will participate in the interview process for the next school year.

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2. Schools/programs may become eligible to participate in the interview process by a vote of at least 51 percent of the teaching staff. The election shall be conducted by the MTEA building representatives of the school/program. On or before February 1, the results of the vote must be sent to the MPS Department of Human Resources, Staffing Services.

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

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

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

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

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

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

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

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f. The school interview process shall occur by using approximately two-week or approximately three-week cycles beginning after March 1 and ending on or about June 30. The first cycle of school interviews shall be open to: 1) all MPS teachers eligible to transfer; 2) any new hires cleared for interview in "high need" certification areas, specifically, special education, bilingual education, math, and science; and 3) any new hires cleared for the interview process in those schools participating in the NEA Foundation Grant or School Identified for Improvement (SIFI) schools, not to exceed a total of 40 schools. The parties will meet annually prior to February 1 to identify any changes in the designated SIFI schools and/or high need certification areas. On or before the last day of each cycle, the school/program shall forward the applications of the selected teachers to the MPS Certificated Staffing office (faxes are permissible).

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

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

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

j. The school interview process shall not occur between July 1 and the third Friday staffing of each year.

k. A teacher may withdraw his/her name from consideration for the position he/she interviews through the close of business, 5:00 p.m., on the day following the interview. Withdrawal requests must be made in writing and presented in person to MPS Certificated Staffing by the teacher or his/her representative. Failure to withdraw an application may result in the teacher's assignment to the school/program at which he/she interviewed.

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l. Teacher interviews shall be conducted by the school's/program's interview team, consisting of an on-site administrator, where possible the curriculum generalist, teachers, and at least one parent. A majority of the team shall be teachers. Schools/programs have the option of establishing more than one team based on the number of and nature of their vacancies. Through a uniform process conducted by the MTEA building representative, the teachers at each school/program shall elect the teachers for the team. The MPS administration shall be solely responsible for providing training to all persons involved in the interview process regarding discrimination laws and other statutes and regulations that impact on how interviews must be conducted. The MBSD agrees that teachers serving on school interview teams are acting within the scope of their employment. The MBSD shall defend and hold harmless such teachers for actions within the scope of their employment as defined by Wis. Stats. Sections 895.35 and 895.46. The Board agrees to indemnify and to hold the MTEA harmless for damages, including legal fees, in any suit, action, claim, or other federal, state, or local government proceeding which is brought against the MTEA to challenge this clause or its application. The application of this indemnification provision is contingent upon the cooperation of the MTEA in the investigation and defense of any such suit, action, claim, or other proceeding.

m. The school interview team shall review the application forms and determine which applicants to interview.

n. Team members may attempt to reach consensus in selecting an applicant to fill a vacancy. If consensus is not reached, a majority must agree to select an applicant.

o. The selection of a new teacher by the interview team at a school/program shall not result in the layoff of any presently employed MPS teacher(s).

p. After completion, the MPS Department of Human Resources, Certificated Staffing, shall prepare an alphabetical listing of all teachers who have been reassigned through the school interview process, along with their present school/program assignment and position and their new school/program assignment and position. MPS shall provide the MTEA with a copy of this listing and the information it routinely provides to the MTEA during the regular staffing process.

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q. Representatives of MPS Certificated Staffing and the MTEA shall meet in February of each school year to determine the exact dates of postings, informational meetings, and each school interview staffing cycle.

4. The interview process shall also apply to vacant full-time social worker, elementary guidance counselor, librarian, and specialist (art, music, and physical education) positions at qualified schools. However, at schools where it is known that a position in any of these categories is being expanded to a full-time position for the following school year, the person currently in the position shall assume the full-time position if he/she holds seniority rights to the current position at the school, unless the person chooses to declare himself/herself excessed effective at the end of the school year. (The inclusion of full-time social worker and elementary guidance positions in the interview process shall not change any of the grievance decisions, arbitration awards, memoranda of understanding, and the past practices for these categories of employees.)

5. Teachers selected by interviews shall be considered reassigned for the following school year and may not exercise their rights to a voluntary transfer under the seniority or interview transfer provisions of the contract for three years.

6. For schools that do not have an on-site administrator, an interview team shall consist of one parent of a student attending the school and two teachers assigned to the school, elected in accordance with paragraph 2 above.

7. INCOMPATIBILITY TRANSFER

a. A tenured teacher requesting an incompatibility transfer under Part V, Section P, shall confer with his/her evaluator. Following this conference, an Incompatibility Transfer form shall be completed. The teacher shall be transferred as of the earliest opportunity, the Incompatibility Transfer form shall be destroyed, and there shall be no documentation of the reassignment in the permanent file of the teacher.

b. Teachers who have received an unsatisfactory evaluation form may not be reassigned under this provision.

c. First year teachers who have been offered or are working with a mentor teacher pursuant to Part XIII of the contract may not be reassigned under this provision.

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d. Teachers in their second year of employment are eligible to transfer under this section in the second semester of their second year of employment (or 4th semester of employment). During the first semester of a teacher's second year of employment (or 3rd semester if hired mid year), he/she may file a "Request for Incompatibility Transfer" only if the teacher believes that he/she is not being adequately supported in his/her teaching position. In such situations, the teacher must file the "Request for Incompatibility Transfer – Second Year Teacher" with both the Department of Human Resources and the MTEA.

Within three workdays of notification, a three-person team made up of a representative designated by the MTEA, a representative designated by the district, and a representative from higher education mutually selected by MPS and the MTEA shall visit the school to which the teacher is assigned. The representative from higher education cannot be from the same higher education institution from which the teacher received his/her certification.

After meeting with the teacher, the principal, and/or other individuals with relevant information as to the teacher's concerns, it shall be determined whether or not the teacher has adequate support in his/her assignment. If there is consensus that inadequate support exists, the teacher's transfer request shall be granted. If there is not consensus among the three representatives of MPS, MTEA, and higher education, then a two-thirds majority will make the decision. If it is determined that adequate support exists, the teacher may transfer under the incompatibility transfer provision but not until the end of the semester.

If the team determines that there is not currently adequate support but that an intervention with specific recommendations for additional support from the team may remedy the situation, the teacher is either free to agree to the intervention efforts or transfer. If the teacher agrees to an intervention, but subsequently determines that it is ineffective or has not been implemented, he/she shall be granted the transfer.

e. Teachers in their third year of employment (or 5th and 6th semesters of employment) are eligible to transfer under subsection (a). If these teachers file a "Request for Incompatibility Transfer" form, the Department of Human Resources may contact the teacher by telephone and conduct an interview for the purpose of determining the teacher's reason(s) for transferring. In lieu of the telephone interview, the teacher may elect to participate in person at the Department of

1 Human Resources and may be accompanied by a representative of his/her choice at
2 the interview. The information from these interviews, either by telephone or in
3 person, will be shared with the MTEA and will not be placed in the teacher's
4 personnel file.

5
6 Part V, Section P(7)(d) & (e), shall sunset on June 30, 2012.

7
8 f. An evaluation will not be completed to accompany the Incompatibility
9 Transfer form. If the principal/evaluator who has signed the Incompatibility
10 Transfer form completes an evaluation of the teacher under Part IV, Section M, of
11 the contract which MBSD wishes to place in the teacher's permanent file, the
12 MTEA shall receive notice of such evaluation. The MTEA can grieve it under the
13 provisions of the contract, including any claim that the evaluation was improperly
14 issued in retaliation for the incompatibility transfer request.

15
16 8. Any school which has participated in the interview process for at least two staffing
17 cycles may revoke that authority based upon an affirmative vote of at least 51 percent of
18 the teaching staff assigned to the school.

19
20 **Q. SCHOOL RECONSTITUTION PROCESS**

21
22 Prior to January 31 of each school year, the superintendent may notify any MPS school
23 that it has been identified for reconstitution. Prior to December 15 of each school year,
24 the staff members at any MPS school may request that the superintendent identify their
25 school for reconstitution when at least two-thirds of the teaching staff assigned to the
26 school supports the request in a vote conducted by the MTEA building representative.

27
28 The following process shall be implemented at schools identified for reconstitution:

29
30 1. The school shall develop a comprehensive educational plan to improve student
31 achievement.

32
33 The plan shall be developed through a democratic, consensus-building process in which
34 staff members, parents, and other school community members shall have an opportunity
35 to be actively involved in the development of the overall vision and specific plan for the
36 school.

37
38 2. Commencing in February, following identification of a school for reconstitution,
39 staff members at the school shall begin the process of inservice/planning required to

1 develop a comprehensive educational plan for the school. Time for the staff to engage
2 in the planning process may be provided by any combination of the following:

3
4 a. Teachers may be required to attend inservice activities without additional
5 compensation in accordance with Part IV, Section B(5)(d), of the contract.

6
7 b. Up to one-half of each banking day may be used for planning activities
8 related to reconstitution. If the teaching staff concurs by at least a two-thirds
9 vote, additional time up to a full day of each banking day may be used for
10 planning related to reconstitution.

11
12 c. Each week teachers may be required to attend a one-hour, after-school plan
13 development/inservice meeting for the entire teaching staff related to
14 reconstitution. The maximum amount of time teachers shall be required to
15 attend these meetings shall not exceed four hours per month (inclusive of the
16 two-hour requirement contained in Part IV, Section B[5][d], of the contract).
17 With agreement of the teaching staff (two-thirds vote), the four hours per month
18 may be scheduled as two 2-hour blocks of time per month or in any other
19 manner not to exceed four hours per month during the school year. Teachers
20 shall attend inservices without additional compensation in accordance with
21 Part IV, Section B(5)(d), of the contract. Teachers shall be paid at the part-time
22 certificated rate of pay for attending inservices beyond the two-hour limit in
23 Part IV, Section B(5)(d), and at the individual hourly rate for participating in
24 plan development sessions.

25
26 d. At the discretion of the superintendent, students at a school identified for
27 reconstitution may be released for half days or full days for the purpose of
28 providing time for staff inservice and/or planning activities.

29
30 3. An educational plan shall be considered completed by the school after it is
31 supported by a two-thirds vote of the teaching staff and supported by the principal
32 following discussion with the school council. Teaching staff shall include all
33 certificated, MTEA-represented employees assigned to the school.

34
35 4. The educational plan shall then be submitted to a broadly-based MPS Districtwide
36 Reconstitution Committee comprised of no more than seven members appointed by the
37 superintendent. The committee shall contain MPS administrators and community
38 members and at least one member recommended for appointment by the MTEA. The
39 educational plan shall be submitted to the committee after it is complete, but no later

1 than November 1 of the school year following identification of a school for
2 reconstitution.

3
4 The MPS Districtwide Reconstitution Committee may send the plan back to the school
5 for further development or recommend the plan to the superintendent.

6
7 The superintendent may send the plan back to the school for further development or
8 approve the plan no later than February 1 of the school year following identification
9 of a school for reconstitution.

10
11 5. The educational plan shall be implemented at the start of the school year following
12 approval of the plan by the superintendent.

13
14 6. In order to provide assurances that staff members are committed to the new
15 educational plan at reconstituted schools, the following processes are established:

16
17 a. All teacher-unit staff members assigned to a school identified for
18 reconstitution shall have the opportunity to participate in the process of
19 developing the educational plan.

20
21 The MPS administration shall notify teachers, who may be newly assigned to a
22 school undergoing reconstitution, that they are expected to be involved in
23 developing an educational plan. Teachers who choose not to commit to the
24 planning process shall not be permanently assigned.

25
26 Those permanently assigned staff members who are not interested in
27 participating in the development of a plan shall be excessed in June of the
28 school year in which the school is identified for reconstitution.

29
30 Those staff members who remain at the school, but who fail to participate in the
31 planning process, shall be designated as excessed by the principal in June
32 following approval of the new educational plan by the superintendent and
33 reassigned in accordance with the contract. Participation, as used in this
34 section, means attending 90 percent of the plan development/in-service sessions,
35 unless unable to attend for a reason recognized under Part III, Sections G and H,
36 of the contract, or unless excused by the principal.

37
38 b. After the new plan has been approved by the superintendent, each teacher-
39 unit staff member shall have the opportunity to determine if he/she is

1 incompatible with the new educational plan. If so, the staff member shall be
2 treated as excessed and reassigned in accordance with the provisions of Part V
3 of the contract prior to implementation of the new educational plan.
4

5 c. If, after the new educational plan has been implemented, a teacher
6 determines that he/she is incompatible with the program at a reconstituted
7 school, that teacher shall confer with the principal at the earliest opportunity.
8 An incompatibility evaluation shall be written by the principal. In an instance
9 where a teacher has received written notice from the principal that he/she is
10 being considered for an unsatisfactory evaluation, the principal may, but is not
11 required to, write an incompatibility evaluation for the teacher. When the
12 transfer is made, the evaluation shall be destroyed and there shall be no
13 documentation of the reassignment in the permanent evaluation file of the
14 teacher. The provisions of Part V, Section J(1)(a), which provide meaningful
15 assignments for those transferred as a result of evaluation shall apply. The
16 process may also be initiated by the principal subject to the provisions of
17 Part IV, Section M, and Part V, Section K(4), of the contract.
18

19 7. The parties understand that the provisions of Part V, Section Q, (School
20 Reconstitution Process), are experimental in nature and shall expire upon one year
21 notice by either party to the other of its intent to sunset the provisions. Such notice shall
22 not be given before June, 2000.
23
24

25 **PART VI**

26 **SUMMER SCHOOL**

27 **A. ASSIGNMENT**

28
29 No available position in the Milwaukee summer schools shall be filled by a teacher not
30 employed by the Board during the regular school term, if there is a qualified applicant for
31 such position who is employed by the Board.
32
33

34 **B. LENGTH OF ASSIGNMENT**

35
36
37 When the applications from qualified teachers employed by the Board for summer school
38 teaching positions exceed the job positions available, all applicants not assigned to the
39 summer school staff in any year shall be considered first for assignment during the

1 following summer school program if they apply. To assure some continuity, teachers
2 assigned to the summer school staff shall be eligible to serve for two successive summer
3 school terms, provided summer school subjects or programs for which they qualify are
4 being offered the second year. Teachers will not be eligible for assignment the third
5 successive summer term, except where a lack of eligible applicants necessitates such
6 assignment. In interpreting the above language, the following priority shall be used when
7 filling summer school teaching assignments:

8
9 1. Any teacher who has completed the first year of a two-year term must be given
10 first priority if the teacher applies for the second year.

11
12 2. Any teachers who applied for the previous year and were not assigned and who
13 have again applied are given second priority.

14
15 3. Any other teacher applicants who qualified and who were not assigned the
16 previous year shall be given third priority. These may be experienced teachers who
17 have not applied for a year or two or who had applied the previous year but refused the
18 assignment after May 1 if offered prior to that date.

19
20 4. Teacher applicants who have completed two successive years or more of summer
21 employment shall be given fourth priority.

22
23 5. Administrative applicants for teaching assignments shall be given fifth priority.

24
25 6. Late applicants shall be given sixth priority.

26
27 Each teacher assigned to a summer school staff shall notify the superintendent of his/her
28 desire to accept such assignment no later than May 1 of the year in which said teacher
29 has been assigned a position.

30
31 Hiring of teachers within each of the above priorities shall be based on hiring those
32 teachers who have taught the least number of summer schools within the last five years
33 first, and if that is equal, the teachers shall be hired in order of seniority, from the most
34 senior to least senior.

35
36 A person who works as a substitute replacing a teacher hired from the priority list shall
37 not have that employment count as a summer school taught for determining his/her
38 priority for the following summer. A substitute for purposes of this paragraph shall not

1 mean a teacher hired to replace another from the priority list within the first three days of
2 summer school.

3
4 A teacher who is absent 16 or more days due to verified personal or immediate family
5 illness will not have that employment count as a summer school taught. The person will
6 retain for the following summer the priority he/she had when selected the previous
7 summer.

8
9 It shall be the responsibility of the teacher to indicate this fact on the subsequent summer
10 school application.

11
12 A teacher employed from the priorities who is employed for 15 or more days and who
13 must drop the assignment for personal or immediate family illness or other reasons shall
14 have that employment count for determining his/her priority for the following summer.

15
16 **C. ORIENTATION**

17
18 If orientation for summer school is conducted, it shall be held on the day following the
19 regular school term or the day preceding commencement of summer school.

20
21 **D. SUMMER SCHOOL DEPARTMENT CHAIRPERSON**

22
23 Department chairpersons will assume a full teaching schedule. In addition, the following
24 provisions shall apply:

25
26 1. One additional day of five hours prior to the opening of school. Adding
27 70 percent of the daily salary of the department chairperson will be allowed.

28
29 2. One additional day of five hours at the close of summer school or the equivalent at
30 70 percent of the daily salary of the teacher will be paid at the end of the summer
31 school. This time may be served in the afternoon of the last week and five hours of
32 service in that week shall be certified as a day of pay at the 70 percent rate.

33
34 3. Up to five hours of time at the discretion of the principal at the certificated hourly
35 rate will be paid during the summer session.

36

1 **E. PAYROLL AND HIRING PRACTICES**

2
3 1. Each teacher shall be paid 70 percent of his/her daily rate. Effective July 1, 1991,
4 salary increases effective July 1, shall be implemented for the duration of the summer
5 assignment.

6
7 2. Teachers who are resigning, but who teach until the close of the semester in June,
8 may be hired for summer school if they have applied and are hired according to the
9 priorities for summer school employment set forth in Part VI, Section B.

10
11 3. Teachers who resign and who do not teach until the close of school in June will
12 not be hired for summer school if there is a qualified applicant who is employed by
13 the Board who has applied.

14
15 4. Teachers returning from a sabbatical or an approved study leave or on maternity
16 leave receive 70 percent of their updated salary for summer school teaching as of June,
17 should they be hired under the priorities for summer school employment as set forth in
18 Part VI, Section B.

19
20 5. Salary deductions for absence or tardiness are based on a five-hour day as
21 compared to an eight-hour day during the regular school year.

22
23
24 **PART VII**

25
26 **GRIEVANCE AND COMPLAINT PROCEDURE**

27
28 **A. PURPOSE**

29
30 The purpose of this grievance procedure is to provide a method for quick and binding
31 final determination of every question of interpretation and application of the provisions
32 of this contract, thus preventing the protracted continuation of misunderstandings which
33 may arise from time to time concerning such questions. The purpose of the complaint
34 procedure is to provide a method for prompt and full discussion and consideration of
35 matters of personal irritation and concern of a teacher with some aspect of employment.

1 **B. DEFINITIONS**

2
3 1. A grievance is defined to be an issue concerning the interpretation or application of
4 provisions of this contract or compliance therewith provided, however, that it shall not
5 be deemed to apply to any order, action, or directive of the superintendent or anyone
6 acting on his/her behalf, or to any action of the Board which relates or pertains to their
7 respective duties or obligations under the provisions of the state statutes which have not
8 been set forth in this contract.

9
10 2. A complaint is any matter of dissatisfaction of a teacher with any aspect of his/her
11 employment which relates primarily to wages, hours, and working conditions and which
12 does not involve a grievance as defined above. It may be processed through the
13 application of the third step of the grievance procedure.

14
15 3. A continuing grievance or complaint is a situation where the time limits have been
16 exceeded, but the condition continues to exist. Each day may constitute a new
17 grievance or complaint. However, there shall be no retroactivity prior to the date of the
18 filing of the written grievance or complaint, except that in the case of errors having a
19 monetary impact not occurring as a result of teacher negligence, corrected payment
20 shall be made retroactive for a period not to exceed one year.

21
22 **C. RESOLUTION OF GRIEVANCE OR COMPLAINT**

23
24 If the grievance or complaint is not processed by the MTEA or the grievant within the
25 time limits at any step of the grievance or complaint procedure, it shall be considered to
26 have been resolved by previous disposition. Failure by the administration or the Board to
27 communicate their disposition in writing within the specified time limit shall permit the
28 MTEA to appeal the grievance or complaint to the next step of the grievance procedure
29 or arbitration. Any time limits in the procedure may be extended or shortened by mutual
30 consent.

31
32 **D. STEPS OF GRIEVANCE OR COMPLAINT PROCEDURE**

33
34 Grievances or complaints shall be processed as follows:

35
36 **FIRST STEP.** Where a complaint is involved, a teacher shall, within five workdays
37 after he/she knew or should have known of the incident, submit the same to the principal
38 orally. Where a grievance is involved, the teacher shall promptly, but in no case longer
39 than 30 workdays after he/she knew or should have known of the incident, submit the

1 same to the principal orally. The principal shall orally respond to the grievance or
2 complaint within five days. If the grievance or complaint is not adjusted in a satisfactory
3 manner orally, the grievant or complainant shall, within two workdays, submit the same
4 in writing to the principal. The principal shall advise the grievant or complainant of
5 his/her disposition in writing within five workdays after receipt of the written grievance
6 or complaint. A copy of the disposition shall be sent to the MTEA, the grievant or
7 complainant, and Labor Relations.

8
9 **SECOND STEP.** If the grievance or complaint is not adjusted in a manner satisfactory
10 to the employee or the MTEA within five workdays after receipt of the written answer,
11 then the grievance or complaint may be set forth in writing by a representative of the
12 MTEA. The grievance shall set forth the particular section of the contract under which
13 the grievance is brought. Either the grievant and the MTEA shall sign the grievance or
14 complaint, or the MTEA shall sign the grievance or complaint naming the individual(s)
15 affected.

16
17 Copies of the same shall be transmitted to the director of the Division of Labor Relations
18 for transmittal to the appropriate department head for discussion. Such discussion shall
19 be held within ten workdays at a mutually convenient time arranged by such department
20 head. Within ten workdays after discussion, a disposition of the grievance or complaint
21 shall be written and distributed with a copy for the MTEA and the grievant or
22 complainant.

23
24 **THIRD STEP.** If the written grievance or complaint is not adjusted in a manner
25 satisfactory to the teacher or the MTEA within ten workdays of the written disposition of
26 the department head, it may be presented to the superintendent or his/her designee for
27 discussion. Such discussion shall be held within ten workdays at a mutually convenient
28 time fixed by the superintendent or his/her designee. Within ten workdays thereafter, the
29 superintendent shall send a written disposition to the MTEA.

30
31 **FOURTH STEP.** If the grievance is not adjusted in a manner satisfactory to the MTEA
32 within 20 workdays of the written disposition of the superintendent, it may be presented
33 to final binding arbitration in accordance with the following procedures.

34
35 The final decision of the impartial referee, made within the scope of his/her jurisdictional
36 authority, shall be binding upon the parties and the teachers covered by this contract.

- 37
38 1. **JURISDICTIONAL AUTHORITY.** Jurisdictional authority is limited to
39 consideration of grievances as herein above defined.

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The impartial referee procedure shall be subject to the following:

- a. The certifying party shall notify the other party in writing of the certification of a grievance.
- b. The certifying party shall forward to the impartial referee a copy of the grievance and the other party's answer and send a copy of such communication to the other party.
- c. Upon receipt of such documents, the impartial referee shall fix the time and place for a formal hearing of the issues raised in the grievance not later than 30 days after receipt of such documents unless a longer time is agreed to by the parties.
- d. Upon the fixing of a referee hearing date, the parties may arrange mutually agreeable terms for a prehearing conference to consider means of expediting the hearing by, for example, reducing the issues to writing, stipulating fact, outlining intended offers of proof, and authenticating proposed exhibits.
- e. In those cases where either party deems it necessary, it may be arranged that a transcript of the hearing be made by a qualified court reporter. The party making such arrangements shall bear the full cost thereof. The other party may purchase a copy. If the impartial referee requests that he/she be furnished with a copy, the expense of the original copy and the reporter's attendance charge shall be borne equally by the parties.
- f. The goal of the arbitration procedure is to provide prompt but judicious consideration of grievances. In most grievances, the time span between hearing and decision should not exceed eight weeks. If briefs are to be filed, a period of up to three weeks should be allowed for the filing of briefs after receipt of transcripts. Thereafter, the arbitrator may extend the filing date for an additional two weeks, upon request for extenuating circumstances. If, after the initial three weeks for filing briefs, either party fails to request a two-week extension, or if after requesting a two-week extension the party fails to file their brief, it shall be considered a waiver of the right to brief the case and the arbitrator shall proceed to prepare and issue the award.

- 1 g. The arbitrator's award shall be transmitted within three weeks after the
2 receipt of briefs, except in very lengthy and/or complex cases.
3
4 h. The impartial referee shall lay down the rules for orderly conduct of the
5 hearing.
6
7 i. In making his/her decision, the impartial referee shall be bound by the
8 principles of law relating to the interpretation of contracts followed by
9 Wisconsin courts.
10
11 j. The expenses of the impartial referee shall be borne equally by the parties,
12 except that the party requesting reconsideration or rehearing shall bear the full
13 expenses of the impartial referee incurred in such reconsideration or rehearing.
14

15 **2. APPOINTMENT OF IMPARTIAL REFEREE.** The impartial referee shall be
16 selected as follows:
17

- 18 a. The certifying party shall request the WERC to submit to the parties a list
19 of names of five persons suitable for selection as impartial referee.
20
21 b. If the parties cannot agree upon one of the persons named on the list, the
22 parties shall strike a name alternately, beginning with the MTEA, until one
23 name remains. Such remaining person shall act as impartial referee. In
24 subsequent selections, the parties shall alternate the first choice to strike a
25 name.
26

27 **E. PRESENCE OF COMPLAINANT OR GRIEVANT**
28

- 29 1. The person taking the action may be present at every step of the procedure and
30 shall be present at the request of the MTEA or the administration.
31
32 2. Grievances or complaints at the second step and grievances at the third step may be
33 processed during the day at the grievant's school. If impossible to schedule a meeting at
34 the grievant's school, the teacher may be released without loss of pay or sick leave to
35 meet with the appropriate party. Every effort shall be made not to absent a teacher from
36 a class assignment.
37

1 **F. GROUP GRIEVANCE**

2
3 In order to prevent the filing of a multiplicity of grievances on the same question of
4 interpretation or compliance where the grievance covers a question common to a number
5 of teachers, it shall be processed as a single grievance, commencing at the third step.
6 Any group grievance shall set forth thereon the names of the persons or the group and the
7 title and specific assignments of the people covered by the group grievance. Group
8 grievances shall be signed by a principal officer or staff representative of the MTEA.

9
10 **G. PROCEDURE FOR GRIEVANCES WHICH ARE NOT UNDER THE**
11 **JURISDICTION OF A PRINCIPAL**

12
13 Any grievance or complaint based upon action of authority higher than the principal shall
14 be initiated directly with the person having such jurisdiction of the matter.

15
16 **H. CONDUCT MATTERS**

17
18 Disciplinary action by the superintendent and/or Board shall be processed in accordance
19 with the federal and state constitutions, statutes, and this contract. They shall be subject
20 to the fourth step of the grievance procedure.

21
22 **I. WAIVER BY THE GRIEVANT**

23
24 A teacher who elects to proceed to arbitration shall be considered to have waived the
25 right to pursue the matter in the courts, except as provided in Chapter 788, Wisconsin
26 State Statutes.

27
28 **J. PROHIBITED PRACTICES**

29
30 In the event the MTEA alleges a prohibited practice, it shall put in writing the facts in the
31 case. The MTEA and the director of the Division of Labor Relations shall meet and
32 discuss the appropriate route. Within ten workdays, the administration shall reply in
33 writing what it believes is the appropriate route of processing the matter as presented.
34 The MTEA shall then proceed in the appropriate manner. The initial filing of a
35 prohibited practice allegation pursuant to this section shall constitute compliance with the
36 time limits of the grievance procedure of the contract.

1 **K. NON-DISCRIMINATION CLAUSE**

2
3 The MTEA and the Board agree that it is the established policy of both parties that they
4 shall not discriminate against any employee on the basis of sex, race, creed, national
5 origin, marital status, political affiliation, physical handicap, or union activities.

6
7 The Board agrees that where women and minorities are concerned, the principle of
8 equality of treatment shall be maintained.

9
10 Grievances involving this section shall be presented to the Board. If the matter is not
11 satisfactorily resolved within 30 days of being filed with the Board, the MTEA may
12 proceed in the following manner. Alleged violations of this section shall not be
13 arbitrable. They shall be submitted to the WERC for determination as prohibited
14 practices (contract violation) pursuant to Section 111.70(3)(a)(5), Wisconsin Statutes.
15 They shall not be handled pursuant to Section J above.

16
17
18 **PART VIII**

19
20 **NO STRIKE CLAUSE**

21
22 The MTEA and the Board subscribe to the principle that differences shall be resolved by
23 peaceful and appropriate means without interruption of the school program. The MTEA,
24 therefore, agrees that there shall be no strikes, work stoppages, slowdown, or other
25 concerted refusal to perform work by the employees covered by this contract during the
26 life of the contract. Upon notification from the Board of any unauthorized work
27 stoppage, the MTEA shall make public that it does not endorse such stoppage. Having
28 given such public notice, the MTEA shall be freed from all liability for any breaches of
29 this part.

30
31
32 **PART IX**

33
34 **BASIS FOR AGREEMENT**

35
36 **A. AGREEMENT ON BEHALF OF MTEA**

37
38 The MTEA hereby and herewith covenants, agrees, and represents to the Board that it is
39 duly authorized and empowered to covenant for and on behalf of all employees in the

1 bargaining unit and represents that it will faithfully and diligently abide by and be strictly
2 bound to all the provisions of this contract as herein set forth. The parties agree that in
3 conferences and negotiations, the MTEA will represent all employees in the bargaining
4 unit.

5
6 **B. AGREEMENT ON BEHALF OF THE BOARD**
7

8 The Board hereby and herewith covenants, agrees, and represents to the MTEA that it is
9 duly authorized and empowered to covenant for and on behalf of the Board and
10 represents that it will faithfully and diligently abide by and be strictly bound to all of the
11 provisions of this contract as herein set forth.

12
13 **C. AID TO CONSTRUCTION OF THE PROVISIONS OF CONTRACT**
14

15 It is intended by the parties hereto that the provisions of this contract shall be in harmony
16 with the duties, obligations, and responsibilities which by law devolve upon the Board
17 and superintendent, and these provisions shall be applied in such manner as to preclude a
18 construction thereof which will result in an unlawful delegation of powers unilaterally
19 devolving upon the Board and superintendent.

20
21 **D. SAVING CLAUSE**
22

23 If any part or section of this contract, or any addendum thereto, should be held invalid by
24 operation of law or by any tribunal of competent jurisdiction, or if compliance with or
25 enforcement of any part or section should be restrained by such tribunal, the remainder of
26 this contract and addenda shall not be affected thereby, and the parties shall enter into
27 immediate collective bargaining negotiations for the purpose of arriving at a mutually
28 satisfactory replacement for such part or section.

29
30
31 **PART X**
32

33 **NON-RECRIMINATION CLAUSE**
34

35 The Board and those acting on its behalf shall not recriminate in any way against any
36 bargaining unit employee on the basis of his/her participation in the strike or prestrike
37 activities. However, this provision does not preclude the Board from participation in
38 criminal proceedings initiated by an aggrieved person.
39

1 Teachers who received letters under Part IV, Section N, during the strike will have the
2 letters withdrawn if the employees concerned attend a conference with an appropriate
3 central services administrator. The employee may be represented at the conference.

4
5 Athletic events postponed during the strike will be rescheduled, if feasible.
6

7 The MTEA and all its bargaining unit employees agree that they shall not recriminate in
8 any way against the Board and those active on its behalf or against other teachers or any
9 Board employees as a result of their participation or non-participation in said strike or
10 prestrike activities. This provision does not preclude the MTEA from participation in
11 criminal proceedings initiated by an aggrieved person.
12

13 The Board and the MTEA recognize their responsibility to re-establish a cooperative
14 work attitude among employees. Both the Board and the MTEA will take affirmative
15 action to re-establish such a work attitude.
16

17 **PART XI**

18 **RESIDENCY**

19
20
21 All teachers to be newly employed by the Board shall maintain their residence in the city
22 of Milwaukee. However, this provision shall be effective only when all new Board
23 employees, including supervisory and managerial personnel, are required to maintain
24 their residence in the city of Milwaukee. This provision may be challenged by court suit
25 brought by the MTEA.
26

27 **PART XII**

28 **REDUCTION IN WORK FORCE**

29 **A. REDUCTION IN WORK FORCE PREVENTION PROCEDURES**

30
31
32
33 1. In order to minimize the number of bargaining unit employees to be laid off, the
34 administration shall attempt the following preventive reduction in work force measures:
35

36
37
38 a. Normal attrition of bargaining unit employees.
39

- 1 b. Solicitation of qualified volunteers.
2
3 c. Offer to extend all unpaid leaves for one school year to persons in the
4 bargaining unit, without regard to the limitation under Part III,
5 Section H(10)(a), of the contract.
6
7 d. Approve all unpaid leave requests for one school year, for any reason, for
8 persons in the bargaining unit, without regard to the limitations under Part III,
9 Section H(10)(a), of the contract.
10
11 2. The Board will provide the necessary funds for an actuarial report for a
12 supplemental early retirement plan. The target date for completing the actuarial report
13 will be April 1, 1982.
14

15 **B. LAYOFF PROCEDURE**
16

17 All layoffs shall be based on inverse order of seniority within qualifications as set forth in
18 the following procedures provided that the racial balance of schools is not disturbed.
19

- 20 1. **SOLICIT QUALIFIED VOLUNTEERS FOR LAYOFF.** At least 15 calendar
21 days prior to a layoff, the administration shall use the Staff Bulletin to solicit volunteers
22 who wish to be considered for layoff. A qualified volunteer is an employee who is
23 employed in a position identified for reduction and/or whose position can be filled by an
24 employee who might otherwise be laid off. All employees who volunteer for layoff and
25 who are qualified for volunteers shall be laid off first. An employee who volunteers for
26 layoff shall volunteer for one school year, after which the volunteer is subject to all
27 recall procedures. If the layoff is not for the duration of the entire school year and if all
28 employees other than volunteers are recalled within the volunteer's area of
29 certification/licensure, the volunteers are then subject to the recall procedures. If there
30 are more qualified volunteers than the number of positions to be reduced, volunteering
31 for layoff shall be in order of the volunteer's systemwide seniority. No employee shall
32 be involuntarily laid off if enough qualified volunteers are available.
33
34 2. **CERTIFICATION/LICENSURE REQUIREMENTS IN ORDER TO**
35 **EXERCISE SENIORITY.** An employee must hold a full certification/license on
36 May 15 in order for an employee to exercise seniority rights within that area of
37 certification/licensure. An employee holding a temporary certification/license or
38 permit, a certification/license which has expired, or is eligible for additional
39 certification, must present verification from his/her certifying institution or the DPI

1 prior to July 1, that the employee can obtain (a) full certification/licensure, (b) renew an
2 expired certification/license, or (c) obtain additional certification no later than the
3 organization day of the following school year in order to utilize systemwide seniority in
4 the area he/she holds temporary certification/license, an expired certification/license, or
5 is eligible for additional certification. If it is not possible for an employee to verify (a),
6 (b), or (c) no later than the organization day of the following school year, the employee
7 shall not have seniority rights in the area of temporary certification/licensure, the area of
8 a certification/license which has expired, or the area he/she sought additional
9 certification/licensure. If an employee verified (a), (b), or (c) and fails to be eligible for
10 (a), (b), or (c) by organization day of the following school year, he/she shall be replaced
11 with the most senior employee on layoff having certification/licensure in the area in
12 which the employee held temporary certification/licensure, held an expired license, or
13 sought additional certification/licensure.

14
15 **3. EMPLOYEES IDENTIFIED FOR LAYOFF.** The administration shall
16 determine the number of employees systemwide to be laid off by subject areas, grade
17 levels, certification/licensure areas, and/or other areas of assignment not included in the
18 foregoing, and establish a list of qualified volunteers and other certified bargaining unit
19 employees, by name, who have the least amount of systemwide seniority by their
20 certification/licensure area(s) and/or other areas of assignment not included in the
21 foregoing that is equal to the number identified above.

22
23 Bargaining unit members who have additional certification/licensure may use this
24 certification to displace less senior employees in those areas of licensure.

25
26 **C. NOTIFICATION OF LAYOFF**

27
28 **1. PRIOR NOTICE IN WRITING.** Bargaining unit employees who have been
29 identified under Part XII, Section B(3), for layoff, shall be notified in writing of the
30 layoff by the Board at least 30 days prior to said layoff. If an unforeseen reduction
31 occurs in a state or federally funded program with less than 30 days notice, and the
32 district decides a layoff shall result therefrom, a layoff notice will be sent at least 15
33 days prior to layoff.

34
35 **2. NOTIFICATION TO MTEA.** The MTEA will be given a list of those
36 employees who have been tentatively identified for layoff at least five days prior to the
37 notice to the employee as specified in Part XII, Section C(1).

38

1 **E. RIGHTS OF EMPLOYEES ON LAYOFF**

2
3 1. **LENGTH OF RECALL RIGHTS.** Recall rights shall be extended to an
4 employee for three years from the date of layoff.

5
6 2. **HEALTH INSURANCE.** An employee who is laid off shall be treated in the
7 same manner as an employee on an unpaid leave. Self-paid coverage must be
8 continuous from the time of layoff. Eligibility ceases after the 36th month following the
9 month in which Board-paid coverage stopped.

10
11 3. **DENTAL INSURANCE.** An employee who is laid off shall be treated in the
12 same manner as an employee on an unpaid leave. Self-paid coverage must be
13 continuous from the time of layoff. Eligibility ceases after the 36th month following the
14 month in which Board-paid coverage stopped. If the carrier rules limit coverage to a
15 period of less than 36 months, these rules will apply providing that the coverage extends
16 at least 24 months following the month in which Board coverage ceases.

17
18 4. **GROUP LIFE INSURANCE.** Employees enrolled in the group life insurance
19 plan at the time of layoff may continue in the plan. These employees will be treated in
20 the same manner as an employee on an unpaid leave. Self-paid coverage must be
21 continuous from the time of layoff. Eligibility ceases after the 36th month following the
22 month in which Board coverage stopped. If carrier rules limit coverage to a period of
23 less than 36 months, these rules will apply providing that the coverage extends at least
24 24 months following the month in which Board coverage ceases.

25
26 5. **DEATH BENEFIT.** An employee on layoff, who is enrolled in the death benefit,
27 may continue the benefit on a self-paid basis by paying the premium as billed by the
28 Board on a monthly basis.

29
30 6. **ACCUMULATED SICK LEAVE.** An employee on layoff shall retain unused
31 accumulated sick leave at the time of layoff. Upon recall, employees shall be credited
32 with the amount of sick leave accumulated earned up to the time of layoff. Employees
33 who retire while on layoff shall be able to use their accumulated sick leave to qualify for
34 benefits available to employees upon retirement; e.g., severance pay and health
35 insurance.

36
37 7. **INCENTIVE PAY.** An employee on layoff who has earned an incentive day
38 for use in the following school year and who is laid off for the following school year
39 shall retain the incentive day for use upon recall. The employee may at his/her

1 option, at any time during layoff, be reimbursed for the incentive day at the
2 employee's individual daily rate of salary.

3
4 **8. OTHER EMPLOYMENT.** An employee on layoff shall not be prevented from
5 securing other employment during the period he/she is laid off. The Board agrees that
6 any laid-off employee who accepts other employment retains recall rights. If the
7 employee is notified of a recall while employed with a different school district, the
8 employee shall be allowed to conclude the school year with the other district provided
9 there are employees on layoff in the employee's area of certification/ licensure that can
10 be recalled. If not, then the employee would be subject to the recall procedure.

11
12 **9. ACCUMULATED VACATION.** An employee being laid off shall use his/her
13 accumulated vacation prior to the effective date of the layoff. The employee may, at
14 his/her option, retain accumulated vacation for use upon recall.

15
16 **10. SUMMER SCHOOL.** Teachers on layoff status may be hired for summer school
17 if they have applied and are hired according to the priorities for summer school
18 employment set forth in Part VI, Section B, of the MBSD/MTEA teacher contract. The
19 employment of teachers on layoff status for summer school is not interpreted as a recall
20 to a position in accordance with Part XII, Section F.

21
22 **F. RECALL PROCEDURE**

23
24 **1. DETERMINATION OF RECALL.** The Board shall determine the subject areas
25 and number of positions in which recall will be made and the number of employees to
26 be recalled.

27
28 **2. ADDITIONAL CERTIFICATION WHILE ON LAYOFF.** Whenever an
29 employee on layoff status obtains additional certification/licensure and files it with the
30 MPS Department of Human Resources, he/she shall also be eligible for recall in his/her
31 additional area of certification/licensure.

32
33 **3. FROM LAYOFF.** An employee on layoff shall be recalled to a vacancy for
34 which the employee is qualified in order of systemwide seniority. An employee who
35 has not requested a vacancy which is staffed in accordance with Part V, Section K, of
36 the contract shall be offered such assignment and shall have the right to refuse such
37 assignment without waiving recall rights as defined in Part XII, Section F.

1 4. **NOTIFICATION OF RECALL.** The notification of recall shall be sent by
2 certified mail, return receipt requested, to the employee's address on the payroll file. It is
3 the employee's responsibility to keep his/her address on the payroll file current by filing
4 a change of address card with the Department of Finance. The Board shall mail to the
5 MTEA a copy of each employee's recall notification within one workday from the date
6 that the notification is mailed to the employee.

7
8 5. **RESPONSE TO RECALL.** An employee will have ten days from receipt of the
9 recall notice to respond, and a maximum of 30 days from the receipt of the notice to
10 report to work.

11
12 6. **FAILURE TO RESPOND OR REFUSAL OF RECALL.** If an employee on
13 layoff does not respond to the offer to be recalled within the ten days or he/she refuses
14 to be recalled, the employee then waives any further rights as set forth in Part XII,
15 Section E, except those benefits which are prepaid prior to layoff. In the event that an
16 employee is unable to report within the prescribed time limits by reason of illness,
17 injury, or other personal emergency, he/she shall not forfeit his/her recall rights
18 provided notice of such circumstances is given to the employer in writing within the
19 time period that the employee is required to respond to the recall notice and provided
20 he/she notified the employer when he/she is able to be recalled. Volunteers for layoff
21 and employees on layoff who have accepted other employment with a different school
22 district are subject to the recall procedures as modified by Part XII, Sections B(1) and
23 E(8).

24
25 7. **NO NEW EMPLOYEES OR SUBSTITUTES IN VACANT POSITIONS.** No
26 vacant position shall be filled by a substitute or a newly hired employee while there are
27 employees on layoff who are qualified to fill the vacant position. The previous sentence
28 is to be considered a waiver of Part V, Section M, of the contract while employees in
29 the bargaining unit are on layoff in the certification/licensure area of the vacant position
30 to be filled.

31
32 **G. GENERAL PROVISIONS**

33
34 1. **SENIORITY OF ADMINISTRATORS/SUPERVISORS.** Computation of
35 seniority for layoff shall include all years of service in the teacher bargaining unit plus
36 up to three years of service in an administrative/supervisory capacity. Said seniority
37 shall be equal to the number of years of continuous, full-time service. In assignment to
38 positions in the bargaining unit and while serving in said positions, former
39 administrators/supervisors will be subject to all aspects of the contract.

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2. **DPI CERTIFICATION/LICENSURE.** Wherever the terms certification/ license, certification/licensure, certified licensed, or any other terminology referring to certification/license are used, it means DPI Certification/Licensure.

3. **QUALIFIED.** Wherever the term qualified is used in Part XII, Sections D and F, it shall mean the qualifications established by the DPI and additional requirements established by the Board if any such additional requirements are necessary to retain a teaching staff which is minimally qualified to teach the programs, courses, and 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.

- 1 3. The following criteria shall apply to mentor selection:
2
3 a. Minimum of five years successful fully certified teaching experience in the
4 Milwaukee Public Schools.
5
6 b. Appointment for two years, renewable by the joint mentor board.
7
8 c. Each mentor may work as a mentor for a maximum of four years.
9
10 d. Three letters of recommendation, two of which must be from fellow
11 teachers.
12
13 e. Mentors shall be included in the same salary schedule as 200-day TEAM
14 mentors.
15
16 4. The mentor shall retain his/her right to the teaching assignment held at the time of
17 selection, however, this right shall not extend beyond the end of the school year in
18 which the mentor assignment began.
19
20 5. If a substitute teacher is assigned to replace the mentor in his/her teaching
21 assignment, the substitute teacher shall be entitled to teacher equivalent salary and
22 benefits for the duration of the assignment.
23
24 6. No mentor shall be eligible for any administrative/supervisory position for one
25 year following the end of the mentor assignment.
26
27 7. No mentor, who becomes an administrator/supervisor, may have any
28 involvement/responsibilities in the evaluation of any non-tenured teacher with whom
29 he/she worked.
30
31 8. All decisions of the joint mentor board on any subject, without limitation by
32 enumeration, including the selection of all mentors, shall be made by consensus.
33 However, where the parties are unable to reach consensus, an affirmative vote of nine
34 members of the joint mentor board shall be required.
35
36 9. Nothing in this section shall preclude Board involvement without joint mentor
37 board approval in local school teacher assistance/orientation type inservice programs or
38 support on a districtwide basis.
39

- 1 f. The workload for each TEAM teacher shall be no more than five
2 participant teachers.
3
- 4 g. TEAM teachers shall be chosen by the Joint Board from the MTEA teacher
5 bargaining unit.
6
- 7 h. The following criteria shall apply for TEAM teacher selection:
8
- 9 1) Completion of nine years successful teaching experience in the
10 Milwaukee Public Schools at the time of application.
11
- 12 2) Three letters of recommendation, at least two of which must be from
13 fellow teachers.
14
- 15 3) Each TEAM teacher shall have an initial appointment for one year,
16 renewable annually by the Joint Board.
17
- 18 4) Each TEAM teacher may work as a TEAM teacher for a maximum of
19 three out of any five years.
20
- 21 i. TEAM teachers shall work a 200-day schedule and be paid in accordance
22 with Appendix P.
23
- 24 j. The TEAM teacher shall retain his/her right to the teaching assignment
25 held at the time of selection. This right shall not extend beyond the end of the
26 school year in which the TEAM teacher's assignment began except that a
27 TEAM teacher initially appointed for the second semester will retain his/her
28 right to the teaching assignment through the end of the subsequent school year.
29
- 30 k. If a substitute teacher is assigned to replace the TEAM teacher in his/her
31 teaching assignment, the substitute teacher shall be entitled to teacher
32 equivalent salary and benefits for the duration of the assignment.
33
- 34 l. No TEAM teacher shall be eligible for any administrative/supervisory
35 position for one year following the end of the TEAM teacher assignment.
36
- 37 m. TEAM teachers shall not testify or be involved in any termination
38 proceedings before the school board or in arbitration regarding the performance
39 of teachers with whom they have worked. Neither private conversations

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between the participant teacher and the TEAM teacher, nor the TEAM teacher's anecdotal notes may be used in termination hearings.

n. TEAM teachers may be indemnified and held harmless while in performance of their duties.

2. Guidelines for the program are as follows:

a. Any teacher who has completed three years or more of MPS teaching service and who demonstrates serious performance deficiencies is eligible for participation in the TEAM program.

b. Any teacher can be referred for participation in the TEAM program by:

- 1) A principal/supervisor after a minimum of two observations
- 2) A colleague
- 3) Self-referral

The individual who initiates the referral shall include specific areas for needed performance improvement on a signed form developed by the Joint Board.

c. Teachers will enter the program at the beginning of a semester except as decided by the Joint Board.

d. If after reviewing the information provided on the referral form and considering any other available information, the Joint Board determines a referral to be valid, a TEAM teacher will be assigned to investigate each referral and report back to the Joint Board after a minimum of two observations, with a recommendation as to whether or not participation is appropriate.

e. The Joint Board will make the final decision on whether assistance shall be offered.

f. The teacher shall have the right to accept or refuse the offer of participation. A teacher who refuses to participate in the TEAM program will have the refusal documented in his/her evaluation records.

- 1 g. If the referred teacher accepts the offer of participation, the TEAM teacher
2 will work with the participating teacher for a minimum of two full semesters.
3
- 4 h. The TEAM teacher, principal/supervisor, and the participant teacher will
5 meet to set reasonable goals and to determine the responsibilities of each party.
6 Regular meetings will occur to determine progress and to set continuing goals.
7 Documentation of these meetings as prepared by the principal/supervisor
8 including any responses of the participant teacher may be used in evaluation
9 procedures regarding the participant teacher.
10
- 11 i. The Joint Board will be provided with regular updated written and oral
12 reports on the progress of the participant teacher by the TEAM teacher on a
13 schedule determined by the Joint Board.
14
- 15 j. Any teacher who is currently participating in the TEAM program shall not
16 be voluntarily reassigned unless it is recommended by the Joint Board and the
17 teacher agrees to the reassignment.
18
- 19 k. Any teacher who is currently participating in the TEAM program shall not
20 utilize provision Part V, Sections G, J, and P, regarding voluntary transfer
21 unless it is recommended by the Joint Board.
22
- 23 l. The Joint Board will make a formal written determination as to whether the
24 participant teacher exited the TEAM program successfully or unsuccessfully,
25 including the reasons upon which the determination is based.
26
- 27 m. The district will not use the materials or assessment of teachers generated
28 by participation in the TEAM program in any non-renewal, termination, or
29 disciplinary procedure except for:
30
- 31 1) Date the participant teacher entered the TEAM program
 - 32 2) Date the participant teacher exited the TEAM program
 - 33 3) Whether the participant teacher exited the TEAM program
 - 34 satisfactorily or unsatisfactorily, including the written determination of the
 - 35 Joint Board described in the preceding paragraph
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- 4) The goals which were mutually established by the TEAM teacher, the principal/supervisor, and the participant teacher
- 5) A listing of meetings or site visits involving the TEAM teacher and the participant teacher, including a log of dates and times
- 6) Any documentation prepared by the principal/supervisor and shared with the TEAM teacher and participant teacher
- 7) Any documentation in the possession of the Joint Board

- n. Either or both of the co-chairs of the Joint Board may be called to give evidence at termination procedures referred to in Part XIV.
- o. The timeline for the operation of the program shall be as follows:

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

- 1 *All notices to the teacher required by Part XIV of this contract shall be
2 delivered personally or sent by first class mail to the last known address of the
3 teacher.
4
- 5 p. Participant teachers, teachers who have exited unsuccessfully from the
6 TEAM program and who have resigned from MPS employment within 30 days
7 of exiting the TEAM program, and teachers who have been offered
8 participation in the TEAM program but have chosen to resign within 30 days of
9 the offer, shall be eligible for career counseling to be provided by an agency
10 determined by the Joint Board and paid for by the School Board. This career
11 counseling may consist of individual counseling sessions, resume preparation,
12 and appropriate job search training. The cost shall not exceed \$500 for any one
13 person.
14
- 15 q. The School Board shall not challenge any unemployment compensation
16 claim of and shall extend Board-paid health insurance for up to six months to
17 any teacher who resigns and is one of the following at the time of resignation:
18
- 19 1) A participant teacher
20
- 21 2) A teacher who has exited unsuccessfully from the TEAM program
22
- 23 3) A teacher who has been offered participation in the TEAM program
24 but has chosen to resign within 30 days of the offer
25
- 26 r. Participation in the TEAM program shall not prohibit any participant
27 teacher from exercising his/her legal and contractual rights, including the
28 grievance and arbitration procedures. Similarly, nothing shall prohibit the
29 school district at the conclusion of the TEAM program from bringing action to
30 terminate against any participant teacher, except as stipulated in this agreement.
31
- 32 s. Nothing in this agreement shall prohibit the teacher's principal/supervisor
33 from conducting reasonable classroom observations and submitting a summary
34 evaluation to the Joint Board as part of the TEAM program or separately.
35
- 36 3. If the superintendent recommends termination of a teacher who has been
37 unsuccessfully exited from the TEAM program and who has completed two full
38 semesters in the program, such notification from the superintendent to the Board must
39 occur in accordance with the timeline in item 2(o).

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4. In the event the superintendent decides to recommend that the teacher's contract be terminated in accordance with the timeline in item 2(o), he/she shall notify the Board with a copy to the teacher of the recommendation, together with the specific reasons upon which he/she relied. He/she shall notify the teacher that he/she may, within ten calendar days of the mailing date of the notice, request a full and fair hearing before the full Board. Any hearing so requested shall be held in accordance with the timelines above. The decision of the Board shall be based on a full and fair consideration of the evidence adduced at the hearing and include specific reasons for the decision. The Board's written decision will be provided to the teacher, the MTEA, and the teacher's individual representative (if any) within 14 calendar days.

5. Should there be any dispute between the MTEA and the School Board concerning just cause for action of the School Board, it shall be subject to final and binding arbitration, in accordance with the final step of the grievance procedure. The parties to this contract shall make all reasonable efforts to agree to conclude the arbitration no later than 45 workdays after notification of the action taken by the School Board.

PART XV

**SPECIAL EDUCATION MOST RESTRICTIVE PLACEMENT (MRP)
CADRES, MENTORS, AND MENTOR BOARD**

**A. SPECIAL EDUCATION MOST RESTRICTIVE PLACEMENT (MRP)
CADRES**

1. The Board agrees to annually develop seven cadres of special education teachers who are assigned to MRP classes. Each cadre should be made up of not more than ten teachers. Cadres shall be organized around teachers of students of similar age/grade level and disability. Priority shall be given to teachers with less than five years of special education teaching experience.

2. A mentor teacher, under the supervision of a special education leadership liaison (SELL) shall be assigned to each cadre and will be responsible for scheduling and chairing meetings.

- 1 3. Cadres will meet for the purpose of:
2
3 a. Professional development/training
4
5 b. Case reviews
6
7 c. Coping strategies/emotional support
8
9 d. Identifying school level concerns
10
11 4. Cadres shall meet for a total of up to 40 hours during the course of a school year.
12 The meetings shall occur outside of the regular teacher day. Teachers shall be paid at
13 the part-time certificated hourly rate for time spent in meetings after the school day and
14 their individual hourly rates on Saturday.
15
16 5. Mentor teachers, with the prior approval from the SELL, may choose to invite
17 people with special knowledge or expertise to meet with the group from time to time.
18 These may include school psychologists, social workers, diagnostic teachers, and other
19 individuals within or outside the district.
20
21 6. In addition to their work managing the meetings of their cadre group, the mentors
22 will work in classrooms with individual members of their cadre to model teaching
23 methods, offer support, assist in locating resources, and serving on the mentor board.
24
25 7. Teachers who have participated in a cadre for one year shall be afforded the
26 opportunity in the second year to meet with their mentor and cadre for follow-up
27 support on a once a month basis for up to 20 hours in a school year. Each participating
28 teacher shall be paid at the part-time certificated rate for time spent in meetings after the
29 school day and at their individual hourly rate on Saturday.

30
31 **B. SPECIAL EDUCATION MRP MENTORS**
32

- 33 1. Teachers may apply for the special education MRP mentor position by completing
34 an application form.
35
36 2. As an exception to Part V, Sections G and Q, a joint team will be established to
37 interview applicants for the special education MRP mentor positions. The team will
38 consist of six representatives. The MPS and MTEA will each appoint three
39 representatives to the interview team.

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- 3. The posting will include a description of the program and the qualifications.
- 4. The following criteria shall apply to the mentor selection:
 - a. Minimum of five years fully certified, successful teaching experience in the Milwaukee Public Schools.
 - b. Experience and training in the disability area and grade/age level to which they will be assigned as a mentor.
 - c. Appointment for two years, with an option to renew for third year, renewable by the parties.
 - d. Each mentor may work for a maximum of three out of any five years.
 - e. Three letters of recommendation, at least two of which must be from fellow teachers.
 - f. Mentors shall be included in Appendix P.
- 5. The mentor shall retain his/her right to the teaching assignment held at the time of selection, however, this right shall not extend beyond the end of the school year in which the mentor assignment began.
- 6. If a substitute teacher is assigned to replace the mentor in his/her teaching assignment, the substitute shall be entitled to teacher equivalent salary and benefits for the duration of this assignment.
- 7. No mentor shall be eligible for any administrative/supervisory position for one year following the end of the mentor assignment.
- 8. No mentor, who becomes an administrator/supervisor, may have any involvement in the evaluation of any non-tenured teacher with whom he/she worked.

C. MENTOR BOARD

The mentors will meet as a group at least once a month during the school year with representatives from the MPS Department of Special Services, Department of

1 Administrative Accountability, Office of Instructional Leadership and Support, and the
2 MTEA for the purpose of coordinating efforts, providing resources, identifying school level
3 concerns, and determining necessary intervention.

4
5 Part XV will sunset on June 30, 2009.
6

7
8 **PART XVI**

9
10 **JOB-SHARING PILOT PROGRAM**

11
12 1. Job sharing is defined as a voluntary program designed to provide opportunities for
13 two employees to equally share one full-time equivalent teaching position for a full
14 school year.

15
16 2. The Board agrees to identify up to 25 shared positions during the term of this
17 agreement. During the 2006-2007 school year, this provision shall apply only to
18 teachers on leave or teachers approved for an appropriate leave. Beginning with the
19 2008-2009 school year, all teachers shall be eligible.
20

21 3. The Board will determine the high need areas (i.e., special education, bilingual)
22 and the specific categories in which the job-sharing arrangements will be piloted and the
23 number of shared positions allocated to each high need area. These opportunities will
24 be announced by no later than the end of the first semester of each school year.
25

26 4. A shared teaching position shall consist of 191-day position shared by two teachers
27 at the equivalent of 95.5 days each, or in the case of 200-day positions, at the equivalent
28 of 100 days each. The method of sharing and the individual work schedules shall be
29 established by the school/department after the volunteers and the positions to be shared
30 have been identified, but no later than the first week of the school year.
31

32 5. Process for Requesting a Job-Sharing Arrangement:

33
34 a. Applicants for a job-sharing arrangement will submit a request to the
35 Department of Human Resources for the potential job-share positions no later than
36 February 1 of the year preceding the year of the intended job-share agreement.
37

38 b. A request to renew or vacate the job-sharing arrangement must be submitted
39 annually to the Department of Human Resources no later than February 1.

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c. Within five workdays after the deadline for submission of the initial interest forms, the Department of Human Resources will mail each applicant a list of all of the other teachers with like licenses who are interested in job sharing.

d. Applicants will have approximately three weeks to find a job-share partner, delineate how they intend to split a position, and submit a job-share partner application form to the Department of Human Resources. The deadline for applications will be set by the Department of Human Resources.

e. Applicants to a job-sharing position must apply as a team for vacancies in the subsequent school year in accordance with the normal reassignment process. The seniority date of the more senior member of the applicant team shall be used in determining eligibility for a vacancy where seniority is the determining factor.

6. Teachers participating in a job-sharing arrangement may only return to available full-time positions after notice of their intent to return to full-time employment. Teachers returning to full-time employment will only be returned at the beginning of a school year or at the beginning of a semester, unless other acceptable arrangements are made with the Department of Human Resources.

7. In the event that a job-sharing position is eliminated, each of the participants may exercise any and all rights as full-time employees.

8. Each teacher in a job-sharing position must be certified to teach those subject/grade levels required for the shared job.

9. All shared positions shall be split on a 50/50 basis.

10. Teachers who share a position shall be paid their daily rate for each full day of employment and a lesser amount if they work on a partial day basis.

11. Teachers in shared positions will not receive a paid lunch period unless employed for a full workday.

12. Any teacher who shares a position shall be locked into said position for the remainder of the school year in which said position was accepted.

1 13. If one of the teachers in a shared position vacates the position during the school
2 year or is temporarily absent due to illness, FMLA, or worker's compensation, the
3 remaining teacher shall assume the position on a full-time basis for the duration of the
4 leave or the balance of the school year if the district is unable to find appropriate
5 substitute coverage or determines it is operationally unfeasible.
6

7 14. Any teacher sharing a position on a semester basis will waive his/her rights to
8 unemployment benefits during that semester in which he/she does not work and agrees
9 not to file for or collect any unemployment benefits during said semester. If this item is
10 found unlawful, the semester sharing basis shall become null and void and any teacher
11 sharing a position in such a manner will forthwith share a position in a manner
12 consistent with the remainder of this agreement.
13

14 15. Where departmental or school meetings are required (i.e., faculty meetings, open
15 house, and parent/teacher conferences), teachers in a shared position will work out a
16 split of these responsibilities and a means to share necessary information.
17

18 16. Schedule changes for teachers in shared positions may be modified for emergency
19 or operational needs only. The decision to modify a schedule shall be at the discretion
20 of the school/department.
21

22 17. Teachers who share a position shall be entitled to the following negotiated benefits:
23

24 a. Health insurance
25

26 b. Dental insurance
27

28 c. Tuition reimbursement
29

30 d. Sick leave accumulation and usage
31

32 e. Proportionate life insurance
33

34 f. Proportionate pension accrual
35

36 g. Proportionate protection in the areas of assault or injury for the remainder of
37 the school year in which the teacher was sharing said position and full benefits
38 thereafter in accordance with the contract between the Board and the MTEA
39

1 h. Full protection in the areas of automobile or personal property coverage

2

3 18. Teachers shall accrue full seniority while filling a shared position. Their
4 anniversary date shall not be changed as a result of accepting a shared position.

5

6 19. Part XVI will sunset on June 30, 2009.

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**MILWAUKEE TEACHERS' EDUCATION ASSOCIATION
NEGOTIATING TEAM**

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Dennis Oulahan, President

Rozalia Harris, Member

Angelia Lalich, Member

Michael Langyel, Member

Dan Lotesto, Jr., Member

Julio Santiago, Member

Michele Thomas-Tidmore, Member

Larry Woods, Jr., Member

Tom Morgan, MTEA Executive Director

Nancy Costello, MTEA Assistant Executive Director

Joan Heithoff, MTEA Assistant Executive Director

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MILWAUKEE BOARD OF SCHOOL DIRECTORS

OFFICERS

Peter Blewett, President

William G. Andrekopoulos, Superintendent of Schools

Lynne Sobczak, Director/Board Clerk

Deborah A. Ford, Executive Director
Department of Human Resources

FINANCE/PERSONNEL COMMITTEE

Michael Bonds, Chair

Peter Blewett, Member

Charlene Hardin, Member

Jennifer Morales, Member

Tim Petersons, Member



APPENDIX A
SALARY SCHEDULE FOR
191-DAY TEACHERS AND TEACHER-LIBRARIANS
JULY 1, 2007 - JUNE 30, 2008

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	

1 **APPLICATION OF APPENDIX A**

2
3 1. Teachers on the 1989-90 teacher and recreation specialist salary schedules will be
4 placed on the 1990-91 adjusted teacher salary schedule after having their 1989-90 salary
5 increased by 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 adjusted
8 salary schedule increased by 5 percent. Employees whose salary exceeds any salary
9 amount in their lane on the adjusted salary schedule will be "Red Circled." Red circled
10 employees will receive the same percentage increase that is applied to the base of the
11 salary schedule each year, but not to exceed the maximum differential shown on the
12 following schedule:

13

14	BA	BA + 16	School Year
15			
16	\$2,687.50	\$1,887	1990-91
17	\$2,725.00	\$1,925	1991-92

18

19 The above reflects the maximum amount by which the red circled employee may exceed
20 the top step of the lane for the noted school year.

21
22 Employees new to the bargaining unit will be placed on the 1990-91 salary schedule in
23 the appropriate lane to reflect their degree, credits, and years of service. The BA base
24 salary will no longer apply in determining the dollar amount value for prior experience.
25 Prior experience as defined by the contract will involve placement on the salary schedule
26 at the appropriate number of years and in the appropriate lane.

27
28 Effective with the 1990-91 school year, prior teaching experience of less than a full year
29 will be recognized for placement on the salary schedule. The following two examples
30 illustrate the application:

31
32 a. If an employee has full-time teaching experience (i.e., any work for which payment
33 is made based on the teacher salary schedule) from another district of a semester in
34 length, he/she shall be given his/her increment after one semester of employment with
35 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.

1
2 In addition, the maximum amount of prior teaching experience will be increased from
3 five years based on the following schedule:

4
5

School Year	Years of Prior Experience	Years Granted on Salary Schedule
1990-91	6	6
1991-92	7	7

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10

11 Effective July 1, 2002, and thereafter, newly employed teachers working with only a permit
12 issued by the Wisconsin Department of Public Instruction (DPI) shall be placed on the BA
13 lane at step 0 of the teacher salary schedule (Appendix A).

14
15 After the completion of the initial year of employment, a permit teacher shall be advanced to
16 step 1 of the BA lane of the teacher salary schedule. The teacher shall remain at this step and
17 lane until he/she obtains a regular license from the DPI.

18
19 Upon successful completion of an approved certification program and the issuance of a
20 regular license, the teacher shall be placed in the appropriate lane of the salary schedule
21 consistent with the credits the teacher has earned and filed with the Department of Human
22 Resources and moved to step 2 of the salary schedule.

23
24 Teachers employed prior to July 1, 2002, having only a permit issued by DPI shall be
25 considered grandfathered to move up one step on the salary schedule during the 2002-2003
26 school year. Such teachers shall not be granted additional step or lane advancement on the
27 salary schedule until he/she is issued a regular license by the DPI. Upon successful
28 completion of an approved certification program and the issuance of a regular license, the
29 teacher shall be placed in the appropriate lane of the salary schedule consistent with the
30 credits the teacher has earned and filed with the Department of Human Resources and
31 moved to the next step of the salary schedule.

32
33 **2. SALARY SCHEDULE**

34
35 Effective July 1, 2007, all cells on the 2007-2008 salary schedule will be increased by
36 2.5 percent.

37
38 Effective July 1, 2008, all cells on the 2008-2009 salary schedule will be increased by
39 2.5 percent.

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Effective July 1, 1992, an increment step shall be added to the maximums of the MA, MA+16, and MA+32 divisions having the following ratios to the BA base.

Division	Index Ratio
MA	1.9330
MA+16	1.9867
MA+32	2.07115

Red circled employees shall receive increases equal to the dollar increase of step 12 of their respective divisions.

A teacher at the maximum of the MA, MA+16, or MA+32 division for one year or more as of the beginning of the first semester of the 1992-93 school year shall move to the new maximum of his/her respective division effective at the beginning of the first semester of the 1992-93 school year. A teacher at the maximum of the MA, MA+16, or MA+32 division for less than one year as of the beginning of the first semester of the 1992-93 school year shall move to the new maximum of his/her respective division on his/her next increment date.

Effective July 1, 2002, increase maximums in base salary schedules as follows:

For schedules with step and lane structure and varying increment amounts, the dollar amount of the difference between the step below the maximum and the maximum step in the MA, MA+16, and MA+32 lanes shall be doubled.

For schedules without steps and lanes and with standard increment amounts, increase the maximums by one-half of the standard increment.

The retroactive increases on earnings from July 1, 2001, through September 30, 2002, shall not be payable to any person who separated from service prior to October 1, 2002, with the exception of persons who retired.

3. The present policies for the evaluation of credits and the advancement between lanes shall continue for employees who were placed on the adjusted 1990-91 salary schedule with the exception that a lane move will result in a lateral movement on the salary schedule. For example, an employee moving from the BA lane, step 2, to the BA+16 lane would go to the BA+16 lane at step 2. The MA lane will continue to reflect an

1 earned MA or equivalent of 32 credits beyond the BA except for new employees
2 beginning with the 1990-91 school year and subject to the rules stated in paragraph 3.
3 The credits necessary for movement between the various lanes will comprise a majority
4 of college credits.

5
6 4. Employees new to the bargaining unit beginning with the 1990-91 school year will
7 need an earned MA degree to advance beyond the BA+16 lane. Employees who were
8 members of the bargaining unit prior to June 30, 1990, may move beyond the BA+16
9 lane without an earned MA by June 30, 2000.

10
11 If an employee fails to move prior to July 1, 2000, he/she will remain in his/her lane until
12 he/she earns an MA.

13
14 5. If an employee is re-employed, the employee's salary at the time he/she left the
15 district will be updated to reflect general increases and any increments to which the
16 employee is entitled. The employee will then be placed on the adjusted salary schedule
17 on the dollar amount in his/her lane that will not result in any loss of salary for the
18 individual employee greater than \$20 or on the salary step applicable for newly hired
19 teachers, whichever is greater.

20
21 **6. INCREMENT DATES**

22
23 a. As of the 1991-92 school year, an employee who is hired or who has an increment
24 date between August and January will have an increment date as of the beginning of the
25 school year each year until the employee reaches the maximum of his/her salary lane,
26 unless an adjustment to the increment date is necessary as set forth in paragraph 6(c)
27 below. Employees hired for the second semester are considered to have a February
28 increment date.

29
30 b. As of the 1991-92 school year, an employee who is hired or who has an increment
31 date between February and June will have an increment date as of the beginning of the
32 second semester of the school year each year until the employee reaches the maximum
33 of his/her salary lane, unless an adjustment to the increment date is necessary as set
34 forth in paragraph (6)(c) below.

35
36 c. Adjustments to increment dates will only be made if an employee is absent without
37 pay for the semester. If this occurs, the employee's increment date would be moved
38 forward to the beginning of the next semester. The present practice of granting
39 increments for teachers on sabbatical leaves or study leaves shall continue. An

1 employee who takes a study leave or sabbatical leave shall not receive an increment if
2 the employee fails to earn the credits necessary for completion of the leave and curtails
3 the leave before the end of the semester.

4
5 7. Effective July 1, 1996, the Board will pay 6.5 percent of the individual teacher's
6 gross salary to the Wisconsin Retirement System as the employee's share of the pension
7 payment. Effective January 1, 1997, the Board will pay 6.4 percent of the employee's
8 gross salary.

9
10 8. Employees with an earned Ph.D. or Ed.D. will receive doctoral pay in the amount
11 listed in Appendix A, item 15, above their annual salaries per year.

12
13 9. Daily summer school salaries will be computed on the basis of 70 percent of the
14 certificated employee's regular daily rate of pay.

15
16 Driver education teachers will receive 70 percent of the certificated employee's regular
17 daily rate of pay for the first five hours of each day and the part-time certificated rate for
18 all hours beyond five hours.

19
20 Curriculum writers will be paid on the basis of 70 percent of the certificated employee's
21 regular daily rate of pay for five hours of work during the summer. Work performed
22 after school or on weekends shall be paid at the employee's individual hourly rate.

23
24 **10. ADJUSTMENT CLASS TEACHERS.** Certificated staff, who assume positions in
25 special schools or designated classes for problem students established for the purpose of
26 providing instructional programs for such students, shall be paid \$2,422 for 1990-91 and
27 \$2,543 for 1991-92 per year above their positions on the regular schedule at the regular
28 hourly rate to compensate for required extended orientation and supervision. Any
29 assigned noon hour duty will be compensated at the established hourly rate for
30 certificated personnel.

31
32 **11. ELEMENTARY SCHOOL NOON SUPERVISION.** Teachers assigned to noon
33 hour duty will be compensated at the established hourly rate for certificated personnel,
34 payable biweekly.

35
36 **12. PART-TIME CERTIFICATED RATE**

37
38

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

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13. ASSUMPTION OF ADMINISTRATIVE DUTY

7/01/07 - 6/30/08	\$14.35 per day
7/01/08 - 6/30/09	\$14.71 per day

14. ASSUMPTION OF ADMINISTRATIVE DUTY PAY - NO OR PART-TIME ASSISTANT PRINCIPAL

7/01/07 - 6/30/08	\$429 per semester
7/01/08 - 6/30/09	\$440 per semester

15. DOCTORAL PAY

7/01/07 - 6/30/08	\$1,076 per year
7/01/08 - 6/30/09	\$1,103 per year

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APPENDIX B
INTERSCHOLASTIC ATHLETICS
JULY 1, 2007 - JUNE 30, 2008
SCHEDULE A

	Beginning Amount	After One (1) Year In That Position Same Sport
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**

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	Beginning Amount	After One (1) Year In That Position Same Sport
HEAD COACH IN:	\$3,919	\$4,544
Baseball		
Basketball		
Football		
Gymnastics		
Soccer		
Softball		
Swim		
Track		
Volleyball		
Wrestling		
 HEAD COACH IN:	 \$2,632	 \$3,919
Cross Country		
Golf		
Tennis		
 EQUIPMENT MANAGER (Per Semester)	 \$3,919	 \$4,544
 CHEERLEADER ADVISOR	 \$3,919	 \$4,544

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.

1 **APPLICATION FOR APPENDIX B - July 1, 2007 - June 30, 2009**
2

3 1. After one year in the position in the same sport, the personnel listed above shall receive
4 the higher rate.

5
6 2. Cheerleader advisors shall be placed on the Schedule A with major sports and at the
7 beginning rate. The payment to the cheerleader advisors shall be for the entire school year,
8 rather than for each sport season.

9
10 3. Coaches in all interscholastic sports paid on Schedule A shall be paid on the biweekly
11 pay dates with a two-week holdback at the rates in effect.

12
13 4. A job description has been developed by and for equipment managers; it is understood
14 that all equipment managers shall follow the procedures as outlined. A copy is available
15 from the MPS Department of Human Resources.

16
17 5. In any given sport, the defined payroll period shall be the WIAA stated start of the
18 season through the WIAA sectional tournament.

19
20 6. In those sports having WIAA sponsored state tournaments, varsity coaches in the
21 specific sports in those schools actually participating in such state tournaments shall be paid
22 proportionate rates for the time beyond the WIAA sectional tournament.

23
24 7. Coaches may be paid for overlapping assignments when such services do not involve
25 any overlapping clocktime.

26
27 8. In the case of football, the season is defined by Board policy as ten weeks. In case of an
28 extension of the season due to scheduling, all varsity and junior varsity football coaches at
29 those schools involved shall be proportionately compensated for this additional time
30 provided they work the same time as the head coach and first assistant coach.

31
32 9. The additional compensation allowances for teachers provided by Appendix B shall be
33 applicable only to services rendered outside the regular school hours, excluding
34 compensation for any such extracurricular services rendered by any secondary teacher
35 during the required minimum of 2.5 hours per week. All assignments to positions designated
36 in Appendix B shall be certified by the principal with the approval of the director of the
37 Department of Administrative Accountability or administrative specialist concerned.

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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

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)	
17		
18		

19 **APPLICATION**

20
21 **SCHEDULE E - APPENDIX C**
22 **For July 1, 2007, through June 30, 2009**

- 23
- 24 1. The minimum base is to be established at 450 hours (high schools) and 550 hours
25 (middle schools) and 100 hours (K-8 schools) for up to 1,500 pupil enrollment and
26 progressive allocations of one hour for every additional three pupils beyond 1,500
27 enrollment.
- 28
- 29 2. If the stage, set construction, lighting, and auditorium manager is the same person, the
30 hourly allotment per school per year is to be considered the maximum compensation. If the
31 duties are divided, the amount shall be prorated according to the time spent on each job.
- 32
- 33 3. Teachers who work as ticket takers, hall or room supervisors, etc., shall be paid the
34 part-time certificated rate for each hour of employment.
- 35
- 36 4. "Academic enrichment" is defined as an activity which provides students with the
37 opportunity of enriching their educational experience. The activity may take place
38 beginning immediately after conclusion of the regular school day or any time on non-school
39 days. This activity shall be certified by the principal with the approval of the director,

1 Department of Administrative Accountability, or administrative specialist. Academic
2 enrichment includes only activities other than those covered under other sections of
3 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 minimum
8 of 2.5 hours per week. Teachers will be required by principals to file a report of hours
9 worked.

10
11 6. All assignments to positions designated in Schedule E shall be certified by the principal
12 with the approval of the director, Department of Administrative Accountability, or
13 administrative specialist concerned.

14
15 7. Amounts listed in Schedule E are maximums. Prorating of the allowable compensation
16 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 out
19 all the necessary functions of the activity, and the hourly rate will be applied only for the
20 purposes of prorating allowable compensation where the person assigned does not put in at
21 least the total number of hours allocated. In cases where responsibilities for assignments are
22 divided between two or more teachers, prorating of the allowable compensation shall be
23 based as nearly as possible on the hourly rate for teachers' part-time services.

24
25 9. The amount of service in each of these two areas authorized for each at the middle and
26 high schools shall not exceed five days at the individual's regular daily rate. If a middle
27 school principal assigns the same individual to the dual responsibility of bookstore manager
28 and school finance person, the principal may authorize up to two additional days of service
29 at the individual's regular daily rate.

30
31 10. Limited to:

32
33 40 hours per school of 1,200 enrollment or less.

34 64 hours per senior high school of 1,201-1,500 enrollment.

35 80 hours per senior high school of 1,501 enrollment and above.

36
37 The above hours will be assigned before the opening of school and will be assigned on a
38 rotating basis except where an unusual need can be demonstrated. Counselors not assigned

- 1 one summer will be given first priority in succeeding summers. The counselors shall be paid
2 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 maximum if
11 there are additional hours available in this category.
12
- 13 14. After-School Instructional Pay Rates. Bargaining unit employees employed in the after-
14 school vocational skills program, or employed in similar teaching situations after the regular
15 workday, or in after-school curriculum development shall be paid their individual hourly rate
16 for each hour of such employment.
17
- 18 This provision will not apply to activities paid under Schedule E, drivers education, or the
19 instrumental music program.
20
- 21 15. Learning coordinators may, on a voluntary basis, work two days beyond the end of the
22 school year and three days prior to the beginning of the school year compensated at their
23 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 and/or
29 preparation periods because of tournament activities, those hours will be paid from the
30 additional one-eighth hours available.
31
- 32 17. Effective with the 1990-91 school year, high school pom pom advisors will receive 85
33 hours per year under Schedule E.
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APPENDIX D

**RATES FOR INSTRUMENTAL MUSIC TEACHERS
SCHEDULE M
(rates apply to Milwaukee Public Schools teachers)**

JULY 1, 2007 – JUNE 30, 2008

Years of Experience	Rates Per 45-Minute Class Period
0	\$19.60
1	20.38
2	21.14
3	21.89
4	22.55
5	23.37
6	24.13
7	24.84
8	25.63

JULY 1, 2008 – JUNE 30, 2009

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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

- 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 serve
9 in the Military Reserve, may nevertheless be assigned to summer duty providing their
10 military service may be taken either the first two weeks or the last two weeks of the program.
11
- 12 6. Driver education teachers will receive 70 percent of their regular daily rate of pay in
13 effect at the close of the regular school term for the first five hours of each day and the
14 part-time certificated hourly rate for all hours beyond five hours. Such compensation shall
15 also be provided for the number of days on which such teacher works, whatever the number,
16 beyond the regular summer school session.
17
- 18 7. Orientation and inservice for driver education summer school teachers will be equal in
19 duration to that which all other senior high teachers receive.
20
- 21 8. Driver education center chairpersons shall be compensated at the hourly rate up to a
22 maximum of 225 hours per year for time spent in running the spring and fall programs.
23 Time cards shall be certified by the principal, and the compensation shall be paid to the
24 chairpersons on their regular salary check.
25
- 26 9. All behind-the-wheel teachers shall be given one extra hour of pay for every two groups
27 of students completing behind-the-wheel instruction during the spring and fall programs.
28
29

30 **GUIDANCE COUNSELORS**

- 31
- 32 1. Librarians and counselors, as professional employees, are expected to schedule their
33 assigned duties and work breaks with a minimal amount of interference with the educational
34 program. Librarians and counselors may be excluded from responsibilities under Part IV,
35 Section B(1), High Schools.
36
- 37 2. Guidance counselors shall be entitled to the lower of the flat per diem mileage
38 allowance or, as an alternative, the option of the variable cents per mile as specified in the
39 mileage section of the contract.

1
2 3. Guidance counselors will not be assigned class coverage for absent teachers unless there
3 are no other teachers available to perform such duties.
4

5
6 **VOCATIONAL COUNSELORS**
7

8 1. The vocational counselor coordinating the work experience program will be allowed an
9 additional seven days prior to the commencement of the school year and three days
10 following the close of the school year to perform required duties.
11

12 2. At the appropriate time each year, the secondary school principal shall confer with the
13 vocational counselors concerning budget items which may become part of the vocational
14 budget.
15

16
17 **SCHOOL LIBRARIANS**
18

19 1. If school librarians are considered as department chairpersons for the purpose of taking
20 part in department chairpersons' meetings, the librarian shall be released once per month to
21 attend meetings. If the administration decides to keep the library open and if it is to be
22 staffed with a teacher while the librarian is in attendance at these meetings, the teacher shall
23 be paid at the part-time certificated rate.
24

25 2. Where the principal finds it feasible and necessary, up to one period a day may be
26 allocated for the school librarian to train and work with students and lay educational
27 assistants.
28

29 3. When librarians are requested to work between the end of the school year and the
30 beginning of summer school, they shall receive full pay if they desire to work on the days.
31

32 4. Librarians and counselors, as professional employees, are expected to schedule their
33 assigned duties and work breaks with a minimal amount of interference with the educational
34 program. Librarians and counselors may be excluded from responsibilities under Part IV,
35 Section B(1), High Schools.
36
37

- 1 a. **APPOINTMENT.** All coaches shall be appointed by the principal for a specific
2 coaching assignment on a yearly basis, and such assignment shall continue from year to
3 year unless the coach is given notice in accordance with paragraph c(2) below. These
4 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 or
13 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 qualified
16 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 where
24 the coaching position exists, if it is possible to make such assignment in conformity
25 with the MTEA contract and the certification of the appointee. The MPS
26 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 date
32 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 reasons
38 for his/her removal.
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3. Teachers designated as audiovisual building directors who take the appropriate courses to meet the above requirements may have their tuition paid for by the Board within budgeted limits subject to the following conditions:

- a. Courses are to be taken on the audiovisual building director's own time.
- b. Audiovisual building directors may be given tuition reimbursement for the appropriate courses not exceeding four credits.
- c. Audiovisual building directors must earn acceptable grades in the courses.
- d. Credits earned shall be counted toward salary adjustments.

4. Summer school audiovisual shall only be taught by a teacher who possesses the minimum requirements of four credits in audiovisual instruction.

BAND DIRECTORS

- 1. High school band directors shall be paid the amount set forth in Appendix C for each year, predicated upon putting in a minimum of 105 hours of time. Refer to Application of Appendix C.
- 2. Band directors shall be allowed to report to their respective schools one day early to perform required duties.

ORCHESTRA DIRECTORS

Orchestra directors in secondary schools shall be allowed to report to their respective schools one day early to perform duties necessary for instrumental class preparation. They shall be paid at their regular daily rate.

TRADE AND TECHNOLOGY TEACHERS

- 1. Where a new teacher is assigned to a shop or where a present teacher is assigned to a new shop in a different school or where a new teacher is hired and assigned to a shop during

- 1 the school year, the teacher shall be allowed to start five days prior to the beginning of
2 school to perform required duties.
3
- 4 2. When trade and technology classes are organized so as to require the teaching of more
5 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 trade
10 and technology.
11
- 12 4. If a trade and technology teacher is assigned by a principal to make emergency repairs
13 after 4:00 p.m., he/she shall be paid at the regular hourly rate established for extracurricular
14 work within budgeted limits.
15
- 16 5. If necessary school printing requires a trade and technology teacher to work after 4:00
17 p.m., and if he/she is so assigned by the principal, he/she should be paid at the regular hourly
18 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.
22

23
24 **INTERSCHOLASTIC ACADEMICS**
25 **CHESS, MATH, DEBATE, AND FORENSICS**
26

27 Judges will be paid at the part-time certificated rate for each hour worked up to \$125 for any
28 one day.
29

30
31 **SCHOOL SOCIAL WORKERS**
32

- 33 1. School social workers shall have a duty-free lunch period of one hour at the elementary
34 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.
39

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.

3
4
5 **FAMILY AND CONSUMER EDUCATION**

6
7 Effective July 16, 1980, where supplies and materials cannot be delivered through vendors,
8 one family and consumer education teacher in the family and consumer education
9 department shall be released not more than once per week during the teacher's preparation
10 period to obtain the supplies and materials, with the teacher being reimbursed on the lower
11 mileage allowance of Appendix F of the contract. The teacher will also be released from
12 his/her equivalency period assignment if the period can be scheduled before or after the
13 teacher's preparation period.

14
15 If the equivalency period cannot be so scheduled, the teacher may use his/her lunch period in
16 connection with the preparation or equivalency period and eat lunch during the remaining
17 period.

18
19
20 **CHEERLEADER ADVISORS**

21
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 under
24 Appendix F if he/she must use his/her vehicle for travel to an event in connection with
25 his/her advisor capacity.

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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		

1
2
3 **TRAVELING MUSIC TEACHERS**

4 1. The work year of traveling music teachers shall consist of two semesters of 17 weeks
5 each. Semester one shall consist of one week (five days) of recruiting and scheduling and 16
6 weeks of lessons. Semester two shall consist of 17 weeks of lessons, which may include,
7 when needed, and after discussion and approval by the curriculum specialist, one week (five
8 days) of make-up lessons.

9 2. Traveling music teachers who work 25 class periods per week or more or 20 hours per
10 week or more shall receive all fringe benefits of this contract. It is understood that this
11 means 600 hours per year or more is necessary to receive the benefits. Traveling music
12 teachers who fall below 600 hours per year shall be able to retain their accumulated sick
13 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 five
20 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, effective
23 with the beginning of the following year, be moved up one step on the salary schedule as an
24 increment. In January of each year, each employee shall be advanced one step on the salary
25 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 for
32 years of service as a traveling music teacher for employment while a certified teacher for the
33 purpose of placement on the salary schedule.

34
35
36 **SPECIAL EDUCATION LABOR MANAGEMENT COMMITTEE**

37
38 1. A joint committee shall be formed no later than December 1, 2002. The purpose of the
39 committee shall be to improve communication between the parties over issues related to

- 1 special education, to review policies and procedures relating to the delivery of special
2 education services in the district, and to provide a forum for raising issues and solving
3 problems.
4
- 5 2. The committee shall meet monthly at mutually agreeable times to resolve issues of
6 concern to both parties and provide reports in January and June of each year to the
7 superintendent of schools and the executive director of MTEA.
8
- 9 3. The following criteria shall guide the committee in its work:
10
- 11 a. Does this promote learning?
 - 12
 - 13 b. Is it good for all students?
 - 14
 - 15 c. It is good for parents?
 - 16
 - 17 d. It is fair to teachers?
 - 18
- 19 4. The committee will consist of an equal number of members appointed by the MBSD
20 and the MTEA. It is understood that, from time to time, either the administration or the
21 MTEA may bring additional individuals including parents and community representatives
22 with specific knowledge necessary to the committee's work. The chair shall alternate
23 monthly between the MPS and MTEA.
24
- 25 5. Topics which the committee shall address include, but are not limited to:
26
- 27 a. Problem solving model
 - 28
 - 29 b. Caseloads
 - 30
 - 31 c. Paperwork reduction
 - 32
 - 33 d. Information management (MIS 2)
 - 34
 - 35 e. Training and professional development
 - 36
 - 37 f. Implementation of "Oversight Action Plan"
 - 38
 - 39 g. Schools encountering particular problems in special education

- 1
- 2 h. Use of special education funds
- 3
- 4 i. Impact of decisions as a result of decentralized administrative decision-making
- 5
- 6 6. When appropriate, the committee shall refer an issue to the negotiations process.
- 7

8

9 **APPENDIX F**

10

11 **MILEAGE**

12

13 The Board shall apply the uniform transportation policy for employees providing their
 14 reimbursement for authorized travel of \$12.125 per day for "citywide" authorized and
 15 reported travel or \$9.70 per day for "areawide" authorized and reported travel. Employees
 16 will have an option of selecting once yearly an alternative of 48.5¢ per mile. The selection
 17 for the calendar year must be made prior to November 1 of each year for the succeeding
 18 calendar year and must be continued through the entire calendar year. The flat rate will be
 19 subject to the normal determination of travel which may include a list of destinations or
 20 schools to which an employee traveled. Selection of the 48.5¢ per mile option will
 21 necessitate the employee filing a detailed statement on forms provided by the Board of
 22 monthly destinations, times traveled, and odometer readings. In the event the IRS increases
 23 the allowable mileage rate, this higher rate shall replace the 48.5¢. The daily rate will also
 24 be adjusted to reflect this increase.

25

26 **Lower Rate**

26 **Higher Rate**

27

28 Traveling Music Teacher

29 Traveling Kindergarten Teacher

30 Guidance Counselors

31 Specialty Teachers

32 Speech Pathologists

33 Head Start

34 Curriculum/Learning Coordinator

27

28 Coordinating Teachers of

29 Cooperative Programs

30 Vocational Counselors

31 Diagnostic Teachers and

32 Itinerant Diagnostic Teachers

33 Personnel Assigned Case

34 Manager Responsibilities

35 Human Relations Curriculum

36 Coordinators

37 Human Relations Community

38 Coordinators

39 Program Implementors

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Social Workers
Occupational Therapists
Physical Therapists

Teachers who are required to travel from one duty site to another during the day and who are not included above will be added to the list if the type of travel required is comparable to that specified above.

Teachers of the four-year-old kindergarten programs are authorized to receive mileage reimbursement at the lower per diem rate in the mileage section of the contract for authorized travel for days on which they make home visits.

APPENDIX G

SNOW EMERGENCIES

1. If, as a result of an emergency, it is impossible to evacuate the students from school, teachers shall be responsible for the supervision of their students. If students are dismissed, principals may release teachers from their assignments so long as a sufficient number of certificated personnel remain with children. Teachers volunteering for such assignment shall be considered first for assignment. A minimum number would be no fewer than the pupil-teacher ratio for the types of classes in the school. Depending upon circumstances, teachers may be required to stay.

2. Teachers who remain in schools during these emergencies and work in supervising students (including periods where teachers and/or students were resting, assisting in the office, assisting in halls, or in tasks otherwise related to the emergency) shall be paid at their individual hourly rate (daily rate divided by eight). If the individual hourly rate is less than the part-time certificated rate, the teacher shall be compensated at the part-time certificated rate. For the period beyond 4:00 p.m., a teacher may choose compensatory time rather than wages. For each four hours or fraction thereof that the teacher worked (see above), the teacher shall be allowed a half day of compensatory time. This time shall be scheduled in a manner which will not interfere with the orderly operation of the school. If a conflict as to when compensatory time could be taken arises, the conflict will be resolved by giving preference to teachers in order of seniority.

3. Those teachers who remain and work after the hours the children are released shall be paid, in addition to their regular salary, the part-time certificated hourly rate until 4:00 p.m.

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4. Employees who are released prior to the end of a school day shall be paid as if they worked the whole day. (Substitute teachers and educational assistants should be provided for in their individual contracts.)

5. Employees on sick leave shall not have these days deducted from their sick leave. Bargaining unit members who live or work in a Milwaukee elementary school district where a school was closed shall be paid their regular salaries for a day.

6. Matters of tardiness shall be handled on an individual basis.

7. The Board shall pay for the damages to employee vehicles caused by the Board's snowcleaning equipment.

8. The Board shall attempt to obtain from traffic control authorities permission for extended parking during times of emergencies.

RELATED CALENDAR PROVISIONS

In the event that the 181st day is not needed as an emergency make-up day, said day will be a non-pupil day and a non-workday.

When schools are closed due to either an epidemic, fire, or acts of the elements, or if a civil commotion within the city of Milwaukee prevents teachers from reaching their assigned schools, or if for any other reason which the DPI refuses to count the day missed as a school day, the above calendar shall be readjusted without remuneration for days not worked.

The Board shall notify the MTEA and teachers at the beginning of each school year of the dates for parent conferences and report cards.

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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. School
5 social workers hired after January 1, 1976, shall be given credit for appropriate outside
6 experience on the salary schedule, beginning one increment above the minimum up to five
7 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 not
21 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 not
26 be considered continuously employed unless notified of that fact prior to the end of the
27 school year. They will not be able to use that part-time employment as a claim for any
28 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, and
32 F; Part IV, Sections B(8), F, G, I, M (as modified herein), N, and T(2); Part VII; Part VIII;
33 and Part IX (as modified herein). Such teachers will be employed within the parameters of
34 the school calendar.
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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

1 plan as of his/her original date of retirement and his/her eligible dependent child/children.
2 Such retiree coverage shall be at the Board-paid rate or self-paid status that was in effect as
3 of his/her original retirement date. The sick leave requirement for Board-paid retiree health
4 insurance shall be based on the accrued sick leave balance as of the original date of
5 retirement.

6
7 **C. DENTAL INSURANCE**

8
9 A rehired retired MPS certificated employee who returns to work in a contracted full-time
10 teaching position (or 50 percent or more of full-time teaching schedule) will be eligible for
11 active dental insurance under the MBSD/MTEA (teacher) contract, including any employee
12 premium contribution requirement, by filing an application during the new hire enrollment
13 period or during any subsequent open enrollment period during active employment.

14
15 **D. LIFE INSURANCE**

16
17 Any rehired retired MPS certificated employee who returns to work in a contracted full-time
18 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 termination
29 of active life insurance, such employee will be automatically re-enrolled in retiree life
30 insurance. Such retiree life insurance shall be at the amount and premium payment
31 requirement as of his/her original retirement date. The years of service requirement for
32 Board-paid retiree life insurance shall be based on the years of MPS service as of his/her
33 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 full-
39 time contracted teaching position (or 50 percent or more of full-time teaching schedule) and

1 elects to continue his/her Wisconsin Retirement System (WRS) annuity, the Teacher Plan
2 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 as
8 of their subsequent date of retirement and (b) the Teacher Plan Special Supplemental Benefit
9 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. Such
16 rehired retired certificated employee is eligible to accrue and use sick leave in accordance
17 with Part III, Section G, and other leave benefits provided under the MBSD/MTEA (teacher)
18 contract. (Note: For the retired teacher who opts out of Board-paid retiree health insurance,
19 his/her prior accumulated sick leave used to qualify for Board-paid retiree health insurance
20 and any amount paid out for severance will not be reinstated upon rehire for any reason. In
21 no event shall such rehired retired MPS certificated employee be eligible for payment of
22 severance payments that exceed the total amount provided under the MBSD/MTEA
23 [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.

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APPENDIX K

**SALARY SCHEDULE FOR
191-DAY THERAPISTS
JULY 1, 2007 - JUNE 30, 2008**

MINIMUM	MAXIMUM	INCREMENT
\$43,381	\$70,901	\$2,100

JULY 1, 2008 - JUNE 30, 2009

MINIMUM	MAXIMUM	INCREMENT
\$44,466	\$72,674	\$2,153

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 K by employees from different salary schedules shall be in accordance with previously established procedures.

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APPENDIX L

SPECIALTY TEACHERS

The Board will commit \$2.1 million in the 1988-89 school year for the employment of specialty teachers.

APPENDIX M

EMPLOYMENT TRAINING SPECIALISTS

1. The workday for employment training specialists shall consist of 8.5 hours including a one hour duty-free lunch period. The standard workday will begin no sooner than 7:00 a.m. nor later than 9:00 a.m. and end 8.5 hours later. It is understood that these positions require a flexible workday and workweek and that hours will vary from the traditional teacher workday and workweek to accommodate training students. However, no training will be scheduled between midnight and 5:00 a.m. All work schedules are subject to prior review and approval of the program supervisor. In recognition of the flexible work schedule, each employee shall receive additional compensation of 5 percent of his/her salary (see paragraph 8).
2. Hours paid beyond 8 in a day or 40 in a calendar week shall be granted straight time compensatory time. Compensatory time shall be used by the teacher within two pay periods from the time it is earned. If it is not used within two pay periods, the teacher will be compensated at his/her individual hourly rate for each hour of compensatory time on the next paycheck.
3. Two employment training specialist positions will become 12-month positions effective June 15, 1988. These positions will be filled by volunteers in order of systemwide seniority from among the four teachers currently employed as employment training specialists.
4. Twelve-month employment training specialists shall receive an annual paid vacation of four weeks after one year of service and five weeks after 20 years of service. An employee who leaves the service due to resignation or death or who takes a military leave, will be paid for earned vacation time that has been accumulated. An employee who leaves the service due to retirement shall use or be paid for his/her earned vacation time that has accumulated prior to the effective date of retirement.

1 5. Twelve-month employment training specialists shall be granted a paid holiday for each
2 of the following days: New Year's Day, the last workday prior to the day celebrated for New
3 Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day
4 after Thanksgiving, Christmas Day, and the last workday prior to the day celebrated for
5 Christmas. All holidays are guaranteed. When a holiday falls on a Sunday, it shall be
6 celebrated on the following day. When a holiday falls on a Saturday, it shall be celebrated
7 on the preceding workday.

8
9 6. Twelve-month employment training specialists will earn incentive days in the following
10 manner:

Sick Leave Usage	Personal Days Earned
0 - 16 Hours	2.0 Days
16.1 - 48 Hours	1.0 Days

17
18 7. Twelve-month employment training specialists will be paid on a biweekly basis.

19
20 8. Salaries for employment training specialists shall be determined in the following
21 manner:

22
23 a. Ten-month (191 days). Regular teacher salary multiplied by 1.05 (consideration
24 for the lengthened day) multiplied by 1.05 (consideration for the flexible work schedule
25 - see paragraph 1).

26
27 b. Twelve-month. Regular teacher salary divided by 187 multiplied by 230. In
28 addition, each individual's salary shall be multiplied by 1.05 (consideration for the
29 lengthened day) and this multiplied by 1.05 (consideration for flexible work schedule -
30 see paragraph 1).

31
32 9. Any available employment training specialist positions shall be offered to all special
33 education teachers who possess the following qualifications:

34
35 a. Certification in any area of special education at the secondary level.

36
37 b. Evidence of successful completion of all phases of Marc Gold "Try Another Way"
38 training; i.e., awareness, task analysis, job development, placement, and follow-up.

39

- 1 c. If there are no applicants who have completed all phases of Marc Gold "Try
2 Another Way" and no applicants who have completed the "Job Development" phase of
3 the Marc Gold workshops, then designated vocational instructors will be considered.
4
- 5 d. Applicants from each of the areas of special education who possess the foregoing
6 qualifications shall be selected in order of seniority for the positions.

**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**

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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

**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

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APPENDIX N

ORIENTATION AND MOBILITY TEACHERS

The workday for orientation and mobility teachers shall consist of seven hours including a one-hour duty-free lunch period. The standard workday will begin no sooner than 5:00 a.m. nor later than 9:00 a.m. and end seven hours later. It is understood that these positions require a flexible workday and that hours will vary from the traditional teacher workday to accommodate training students. However, no training will be scheduled between midnight and 5:00 a.m. All work schedules are subject to prior review and approval of the program supervisor. In recognition of the flexible work schedule, each employee shall receive additional compensation of 5 percent of his/her salary.

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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
SALARY SCHEDULE FOR
200-DAY TEAM MENTORS (EXTRA 9 DAYS PLUS 5%)
JULY 1, 2007 – JUNE 30, 2008

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**

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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

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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. Teachers assigned to a school for less than half-time do not have voting rights at that school.

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4. *Does the decision to conduct interviews under Part V, Section P, automatically carry over to each new school year?*

In January, any school which has participated in the interview process for at least two staffing cycles may revoke that authority based upon an affirmative vote of at least 51 percent of the certified teaching staff assigned to the school/program.

5. *Can a principal/program administrator require teachers to elect teacher members to establish an interview team?*

No. Service on an interview team is strictly voluntary.

6. *May a principal/program administrator unilaterally submit a request to do interviews?*

No.

7. *May the principal make the decision that the school governance council members will be in charge of conducting interviews for staff vacancies?*

No. The interview team is responsible for conducting the interview process and making all decisions as to its operation, within the contract and applicable laws.

MEANING OF "VACANCIES KNOWN"

8. *What does the phrase "vacancies known for the following school year" mean?*

"Vacancy" is a term of art that has been defined by past practice and grievance arbitration decisions. Vacancies are "known for the following school year" when the MPS Department of Human Resources receives a formal written notice of retirement or resignation, or a formal written request for a leave of absence, signed by a teacher.

In addition, all positions filled by teachers with DPI permits or interns in alternative certification programs are vacancies known for the following school year.

A school's/program's plans to expand teacher positions for the next school year could meet the definition of vacancies known.

9. *How are positions vacant during the current school year treated?*



1
2 The district continues to be obligated to fill any positions vacant where suitable candidates
3 become available at anytime during the school year consistent with Part V, Section M.

4
5 However, positions that are vacant during the school year which are not filled by March 15
6 shall be considered vacancies known for the following school year and subject to the school
7 team interview process. If a selection is made during the interview process, the district is no
8 longer obligated to fill the position during the current school year.

9
10 10. *Which teacher vacancies may be filled by interviews?*

11
12 Under the contract, the term "teacher" means all positions within the teacher bargaining unit.

13
14 For filling teacher vacancies through interviews, the contract provisions cover full-time
15 teacher positions including classroom teachers, social workers, librarians, guidance
16 counselors (both elementary and secondary), and specialists (art, music, physical education,
17 etc.).

18
19 However, the interview provisions do not apply to speech pathologist, diagnostic teacher,
20 and ESL teacher positions.

21
22 11. *If, for example, a third grade teacher submits a written notice to MPS of his/her intent*
23 *to retire at the end of the school year, must the principal list the vacancy as a third grade*
24 *position?*

25
26 No. As in the past, teachers have the right to make their preferences of assignment within a
27 school known to principals, and principals have the "power of assignment" - the right to
28 make teaching assignments within certification from among the existing faculty.

29
30 In this example, the principal could decide to move one of the present fourth grade teachers
31 to the third grade position that will become vacant next fall (based on the retirement). The
32 principal's power of assignment could be exercised in response to a fourth grade teacher's
33 request for a third grade assignment. In this example, the vacancy known by May 1 could
34 properly be listed as a fourth grade position, as determined by the principal.

35
36 12. *If a teacher tells the administration that he/she wants to transfer, especially if that*
37 *teacher has sufficient seniority to assume the transfer will be granted, can that transfer*
38 *request be considered a known vacancy?*

39

1 No. There is no guarantee that the teacher will receive the transfer.
2

3 13. *Must a school advertise for all known vacancies if it wishes to participate in the*
4 *interview process?*

5
6 Yes. However, the school interview team will determine whom to interview and may decide
7 not to interview any applicants for one or more of the known vacancies.
8

9 **COMPOSITION OF INTERVIEW TEAMS**

10
11 14. *What are the contractual requirements for the school interview team?*

12
13 To conduct interviews, the contract requires a school interview team "consisting of an on-site
14 administrator, teachers, and at least one parent. A majority of the team shall be teachers."
15 Interns, permit teachers, and substitute teachers are ineligible to serve on a team.
16

17 The school/program may not conduct interviews unless an interview team is established,
18 with teachers comprising a majority of the team members. In schools/programs with more
19 than one team, teachers must comprise the majority of each team.
20

21 In the operation of the school interview process, the principal serves as a member of the
22 team. Each school team should determine who will chair the team. The principal may
23 choose to assign an assistant principal to serve on the team(s), instead of the principal.
24

25 15. *Is there a minimum number of people who should serve on the interview team?*

26
27 Yes. The minimum number is five team members - an on-site administrator, three teachers,
28 and one parent. (The only exception is a school that has no on-site administrator. At those
29 sites, the team should consist of one parent and two teachers.)
30

31 16. *What does the contractual provision that "a majority of the team shall be teachers"*
32 *mean?*

33
34 A majority of teachers means one more than the number of non-teacher members. For
35 example, if a team includes an administrator and two parents, the team must include four
36 teachers.
37

38 17. *Should alternate team members be elected in case a situation arises in which a team*
39 *member cannot participate when the interviews begin?*

1
2 Yes. Teachers should elect an alternate for each team in case a teacher is prevented from
3 serving on the team due to an illness or other unforeseen situation. Likewise, there should be
4 at least one parent alternate for each parent on an interview team.
5
6 Alternates should be elected at the same time as team members.
7
8 Alternates should receive training on the interview process, along with the team members at
9 each school/program. As part of the training process, it should be made clear that alternates
10 will serve only if needed prior to the start of the interviews for a particular vacancy.
11
12 Information shared during interviews is to be kept confidential. Accordingly, only team
13 members will be allowed to participate in the interviews. Alternates will not be allowed to
14 attend interviews as non-voting observers.
15
16 18. *Are alternates allowed to serve on the interview teams after one or more of the*
17 *applicants has been interviewed?*
18
19 No. The integrity of the process is compromised if the composition of the team changes
20 after any of the candidates have been interviewed.
21
22 19. *What if a team member is absent on the day an interview is scheduled?*
23
24 Unless a duly-elected and trained alternate is available, the interview must be rescheduled.
25 A fair process requires the presence of the same team members at all of the interviews held
26 for a particular vacancy.
27
28 20. *May a school/program have more than one interview team?*
29
30 After the vacancies are determined, a school/program may decide that two or more teams
31 will serve its needs better than one team.
32
33 Ideally, a decision to do multiple teams would be made jointly by the principal and teachers
34 at the school. In most situations, a consensus decision can be reached without a formal vote.
35
36 Without a clear consensus in favor of multiple teams, the BR should conduct a written, secret
37 ballot. To do multiple teams, a favorable vote by 51 percent of the teachers at the
38 school/program is required.
39

1 21. *Should teachers get involved in the process of selecting parent members to the team?*

2

3 As a general rule, teachers should let parents decide on the parent team members.

4

5 22. *Can an MPS employee with a child attending the school where he/she works serve as a*
6 *parent representative on that school's interview team?*

7

8 No. The School Board policy on school governance councils, established on
9 November 25, 1997, specifically excludes employees from serving as parent representatives
10 on school councils. The Board policy states: "A parent who is also a paid employee of
11 his/her child's school shall not serve in the capacity of 'parent member' on the council, but
12 may serve as a teacher representative or support-staff representative."

13

14 MPS has taken the position that the Board's policy on school governance councils applies to
15 the question of employees serving as parent representatives on interview teams. This means
16 that a teacher who has a child at the school may serve on the team only if elected as a teacher
17 representative. An administrator who is a parent of a child at the school may serve as the on-
18 site administrator team member, but not as a parent representative. Other employees at the
19 school - educational assistants, secretaries, cooks, etc. - may not serve on a team at a school
20 their child attends.

21

22 23. *What if a school/program cannot obtain parent participation on the interview team?*

23

24 The contract clearly requires the participation of at least one parent on the team. Without the
25 required team members, a school cannot do interviews.

26

27 24. *What is meant by a "uniform process conducted by the BR" for the election of teachers*
28 *to serve on a school interview team?*

29

30 BR's must conduct a reasonable, fair, and democratic election process. Written notice of the
31 election must be provided to all teachers at the school/program. There must be an
32 opportunity for all teachers to be nominated and a reasonable period of time for voting by
33 written, secret ballot.

34

35 25. *Which teachers are eligible to vote in the election of teacher team members for*
36 *interview teams?*

37

38 "Teachers" include all members of the teacher bargaining unit assigned to the school full-
39 time, including counselors, speech pathologists, social workers, etc. Teachers assigned half-

1 time to two different schools have voting rights at both schools. Teachers assigned to a
2 school for less than half-time do not have voting rights at that school. Interns, permit
3 teachers, and substitute teachers are ineligible to vote on a team.

4
5 Any teacher eligible to vote is also eligible to serve on the team.

6
7 *26. How should BR's handle the election of multiple teams?*

8
9 In schools/programs which determine that the nature and number of vacancies dictate more
10 than one team, the BR should conduct a process that allows all teachers to be nominated for
11 each team and gives all teachers the opportunity to vote for the members of each team.

12
13 For example, suppose a high school has one vacancy in English, two in science, and one in
14 LD, and the school decides to have three interview teams. Nominations would be open to all
15 teachers to serve on each of the three teams, and all teachers would have the opportunity to
16 vote for the members for each team. A social studies teacher could be elected to the LD
17 vacancy team. The voting for the science vacancies team would not be limited to science
18 department members. If elected, a teacher could serve on all three teams. The BR would
19 determine the mechanics of conducting the three elections.

20
21 *27. Are teachers elected to school interview teams on a permanent basis?*

22
23 No. Each January, the BR must conduct a new election of teacher team members.

24
25 **RIGHTS AND RESPONSIBILITIES OF THE INTERVIEW TEAMS**

26
27 *28. What are the rights and responsibilities of the school interview team?*

28
29 School interview teams are empowered to determine which applicants they will interview, to
30 conduct the interviews, and to select teachers who best fit the school's program and
31 philosophy. If a team cannot reach consensus on a selection, agreement by a majority of the
32 team is required to select an applicant. A majority of the team members must agree and sign
33 off on the selection of an applicant.

34
35 Once a team has decided on which applicants to interview, it must interview all of them
36 before discussing the candidates and making its selection. For example, suppose ten
37 teachers applied for a position. Based on the interview team's review of the applications, the
38 team could decide to interview four of the ten teachers who applied. The team is then
39 required to interview all four applicants and should not discuss any of the candidates until

1 after the interviews are completed. Fairness requires that all applicants be given an equal
2 opportunity for consideration.

3
4 MPS is responsible for providing training to those involved in interviews regarding
5 discrimination laws and other statutes and regulations on how interviews must be conducted.

6
7 Teachers serving on interview teams are acting within the scope of their employment. The
8 School Board will defend and hold teachers harmless if legal action arises as a result of
9 interviews.

10
11 *29. Does MPS plan to provide training on interviewing each school year?*

12
13 Yes. Each year, training sessions will be made available to schools on a systemwide basis.

14
15 *30. Do the staff racial balance criteria, which were ordered by Federal Court in 1979,*
16 *restrict the selection which a school interview team may make?*

17
18 No. The compulsory features for staff racial balance that had been followed since 1979 have
19 been removed from the contract. An interview team cannot be required to accept or reject an
20 applicant based on the race of the candidate nor based on the racial make-up of the school's
21 current faculty.

22
23 However, in accordance with Part I, Section H, of the contract, the Board and the MTEA are
24 committed to cooperating to ensure that the professional staff at each school is racially
25 diverse, in continuation of the Board's longstanding commitment to the faculty assignment
26 goals ordered by the Federal District Court in 1979. The Board and the MTEA make this
27 commitment because they wish to avoid racial isolation of school faculties, and they believe
28 that having racially and ethnically diverse faculty and staff at each school is educationally
29 beneficial for all students.

30
31 *31. Does the contract provide teachers who serve on interview teams with any additional*
32 *pay or compensatory time off for their service?*

33
34 No. The contract does not provide additional pay and/or released time for this service.

35
36 *32. May interviews take place during the school day?*

37
38 No. There is no contractual provision defining when interviews may be held. MPS has
39 determined that all interviews must be held outside of the school day. Since teacher and

1 parent service on interview teams is voluntary and unpaid, the scheduling should
2 accommodate them, as well as the schedules of the applicants.

3
4 *33. Must interview team interview all applicants?*

5
6 No. All applications for a vacancy at a school are given to the interview team. The
7 interview team determines which applicant(s) it will interview.

8
9 *34. Does the interview team have the option of not selecting any of the applicants*
10 *interviewed?*

11
12 Yes.

13
14 *35. What happens to all of the notes, score sheets, and any other materials produced by*
15 *interview team members after the process is completed?*

16
17 MPS has directed the principals to permanently retain all materials - including personal notes
18 - produced by all interview team members. Such documents may be considered as evidence
19 if any legal action resulted from interviews.

20
21 *36. May interviews be taped?*

22
23 No. MPS has determined that taping (audio or video) will not be permitted for school team
24 interviews to fill teacher vacancies.

25
26 *37. Can interview team members review the personnel file of the candidate?*

27
28 No.

29
30 **RIGHTS AND RESPONSIBILITIES OF TEACHERS SEEKING**
31 **INTERVIEW REASSIGNMENTS**

32
33 *38. What are the rights and responsibilities of teachers seeking interview reassignments?*

34
35 Teachers may apply for as many schools as they choose which have vacant positions
36 consistent with their licenses.

37
38 A teacher who submits an application is not guaranteed an interview; each school interview
39 team determines whom it will interview.

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Teachers who are interviewing have the right to withdraw their application(s) by the close of business (5:00 p.m.) on the day following the interview. Withdrawal requires a written, in-person request (form is available in MPS Department of Human Resources, Certificated Staffing) by the teacher or his/her representative. Failure to withdraw an application may result in the teacher's assignment to the school at which he/she interviewed.

Teachers who obtain an interview reassignment may not exercise their rights to a voluntary transfer under the contractual seniority or interview transfer provisions for three years.

39. If a teacher is selected and confirmed for a vacancy at the first school/program where he/she interviews, should the teacher go through the additional scheduled interviews?

No. The teacher should cancel any further interviews - in fairness to the interview teams at the other schools/programs.

40. Where do teachers obtain application forms to apply for interview reassignments?

The MPS Department of Human Resources will make copies of the application forms available in all schools no later than March 1. Applications will also be available on the Human Resources Website. The MTEA and the MPS central services will also have copies of the form. (Please note that individual schools can also require applicants to submit additional information to the school.)

41. Schools/programs have the option of requiring applicants to provide information in addition to the interview application form. How will this be handled?

The telephone numbers of schools/programs which require additional information from the interview applicants will be noted on the listing of schools with "vacancies known" posted in all schools/programs.

The principal/program administrator in such schools/programs will distribute the school's additional information form to all potential applicants either at the school's informational meeting or in response to requests from interested teachers.

Teachers who apply will be responsible for submitting the additional information to the principal at the school requesting it. This information must go directly to the school - not to central services.

1 However, the application form for interviews for all schools must be submitted to the MPS
2 Department of Human Resources - not to the schools.

3
4 Applicants are solely responsible for the timely filing of a separate application form for each
5 school/program they are interested in applying to and for submitting any additional
6 information requested by a school/program.

7
8 *42. Can a teacher who received a seniority transfer within the last three years seek an*
9 *interview transfer?*

10
11 No. The contractual limit on receiving another transfer within three years of obtaining a
12 voluntary seniority transfer applies to both seniority and interview transfers.

13
14 *43. When are teachers selected by interview teams considered "assigned" to their new*
15 *schools?*

16
17 All of the "assignments" made during the spring interview process are considered tentative
18 until the start of the next school year. They are treated the same way as the "on paper"
19 reassignments made during the regular seniority transfer process each summer.

20
21 It is anticipated that most of the vacancies for the next school year will not change.
22 However, unforeseen changes may become necessary after the School Board adopts the
23 budget for the coming year and/or after the student enrollment projections for the next school
24 year are made.

25
26 If there are changes in teacher needs known by June 30 which would result in a teacher who
27 has been selected by the interview process displacing a teacher who has been working at the
28 school, the tentative assignment of the teacher selected by the interview process would be
29 rescinded.

30
31 In the event that an interview assignment is rescinded by June 30, the selected teacher would
32 remain at his/her school and be given an opportunity to submit a voluntary transfer request
33 for consideration when the contractual seniority transfer procedures are implemented during
34 the summer. Likewise, if that teacher's remaining at his/her school results in another teacher
35 at the school being excessed, that teacher would be given an opportunity to complete the
36 standard reassignment form used by excessed teachers.

37
38 Although extremely unlikely, a situation may arise late in the summer which results in an
39 anticipated vacancy not materializing. If so, the teacher selected by the interview process

1 would remain at his/her school - rather than displacing a teacher who has been working at
2 the school which made the interview selection.

3
4 On organization day, teachers who are reassigned through the interview process, as well as
5 teachers reassigned through the seniority transfer process, are considered permanently
6 "assigned" to their new schools. As in the past, if excessing takes place based on the third
7 Friday student count, newly-assigned teachers would be treated as assigned to the school, the
8 same as all other teachers at the school. Excessing would be done by contract, based on
9 systemwide seniority.

10 11 12 **STAFFING**

13
14 Agreements between the MTEA and the administration concerning various staffing
15 questions:

16 17 **QUESTION 1**

18
19 When the enrollment in a building decreases to a point that one teacher must be reassigned,
20 who would be reassigned first, a fully certified teacher or a second semester intern?

21
22 The agreement as to question 1 is that volunteers would be reassigned first and if no
23 volunteers, then the intern would be reassigned in his/her area of preparation (primary,
24 intermediate, or secondary, etc.). If there was no position for the intern, then the regular
25 teacher with least seniority would be reassigned. This teacher would be able to replace a
26 newly hired teacher in another school following conditions as set forth in question 2 below.

27 28 **QUESTION 2**

29
30 When a teacher is dropped from one building because of a decrease in enrollment and that
31 teacher has some systemwide seniority, may he/she take the position of a newly assigned
32 teacher in another school?

33
34 The agreement as to question 2 was that newly hired teachers will be tentatively assigned
35 until after staffs are balanced. Under this procedure, an experienced teacher who is out of
36 assignment because of an enrollment drop will be offered an assignment of a newly hired
37 teacher. If the teacher refuses the assignment, he/she will be placed on day-to-day
38 assignment until such time that an opening occurs. At that time, he/she will be placed. It is
39 understood that while the teacher will not be offered a choice of assignments, the MPS

1 Department of Human Resources will accommodate the teacher's desired assignment to the
2 extent possible.

3

4 **QUESTION 3**

5

6 Where a kindergarten teacher is assigned two half positions and one of those positions
7 closes, does that kindergarten teacher have the right to bump a person with less seniority into
8 the half-time position so that he/she may move into the full-time position that exists in one of
9 the buildings at which he/she is working?

10

11 The agreement was that if a kindergarten teacher on a regular, full-time assignment is
12 required to shift to a split of two schools, the school from which he/she is split will be
13 considered the primary assignment and his/her seniority rights will stand at that school. In
14 the event that a teacher originally, or due to being moved out of the school, is placed in two
15 schools simultaneously, the school to which he/she is assigned in the morning will be the
16 primary school and he/she may exercise his/her seniority at that school.

17

18 **QUESTION 4**

19

20 What happens to teachers who are excessed from one building and put on day-to-day
21 assignment in terms of their being reassigned to another building? Are they given a choice
22 as to the schools they would like, are they assigned in any form of seniority, or are they
23 arbitrarily assigned by the personnel office?

24

25 The agreement was that a teacher who is on day-to-day assignment would be reassigned on
26 the basis of systemwide seniority to the next available assignment for which he/she is
27 qualified.

28

INDEX

1		
2		
3	Absence Beyond 45 Days	131
4	Absence for Milwaukee Teachers' Retirement Fund	
5	Association President	79
6	Absence on Account of Death	62
7	Additional Assignments	87
8	Additional Certification While on Layoff	156
9	Additional Paid Assignments	89
10	Administrative Procedures	4
11	Adoption Leave	72
12	After-School Instruction	188
13	Agreement and Existing Rules	3
14	Agreement on Behalf of the Board	149
15	Agreement on Behalf of the MTEA	149
16	Agreement, Rules, Policies, and Procedures	3
17	Aid to Construction of the Provisions of Contract	149
18	Allegations of Misconduct	111
19	Amendments to Rules or Board Policies	4
20	Appendix A - Salary Schedule	174
21	Appendix B - Interscholastic Athletics	182
22	Appendix C - Schedule E	185
23	Appendix D - Instrumental Music	189
24	Appendix E - Special Groups	191
25	Appendix F - Mileage	203
26	Appendix G - Snow Emergencies	204
27	Appendix H - 200-Day Employee Schedule	206
28	Appendix I - Part-Time Teachers Working Less Than	
29	50 Percent of a Full Teaching Schedule	207
30	Appendix J – Employment of Retired MPS Certificated	
31	Employees as Teachers (50 Percent or More)	208
32	Appendix K – 191-Day Therapist Schedule	210
33	Appendix L - Specialty Teachers	211
34	Appendix M - Employment Training Specialists	212
35	Appendix N - Orientation and Mobility Teachers	218
36	Appendix O - School Nurse Schedule	219
37	Appendix P – 200-Day Team Mentors (Extra 9 Days Plus 5%)	220
38	Appendix Q - Interviews/Staffing Q & A	222
39	Application of Employee Benefits Prior to Regular Year	81

1	Appointment of Impartial Referee	146
2	Assault	58
3	Assignment	119
4	Assignment of Relatives	122
5	Assignment to a Particular School	123
6	Assignments With Teaching Certificate	119
7	Assistance in Assault and/or Battery	58
8	Association Employees Leave	79
9	Assumption of Administrative Duty Pay	181
10	Assumption of Temporary Administrative Duties	119
11	Audio-Visual Building Directors	196
12	Authorized Payroll Deductions	55
13	Auto Vandalism	60
14		
15	Band Directors	197
16	Banking Time	85
17	Board Rules	116
18	Brief Absence	78
19	Budget Information	9
20	Building Representatives	115
21	Building Security	94
22	Bulletin Boards	8
23	Bus Supervision	90
24		
25	Calendar Provisions - Snow Emergencies	205
26	Check Stub Information	58
27	Cheerleader Advisors	199
28	Class Coverage	89
29	Class Coverage (Guidance Counselors)	193
30	Coaches	194
31	Collaborative Planning Time	86
32	Communicable Diseases	118
33	Compensable Disease - Leaves of Absence	69
34	Compensation for Lost Time	61
35	Conduct Matters	148
36	Consideration	1
37	Control of Sick Leave	66
38	Convention Leave	74
39	Cooperative Programs	194

1	Credit Union Deductions	54
2	Curriculum Writing	180
3	Curtailment of Leave	80
4		
5	Deductions (Absence)	89
6	Deductions (Due, Fair Share, and Payroll Deductions)	8
7	Definitions	1
8	Definitions, Grievance and Complaint	143
9	Dental Insurance	42
10	Department Chairperson	91
11	Discipline, Student	95
12	DPI Certification/Licensure	157
13	Driver Education Instructors	191
14	Dual Assignment	117
15	Dues Deduction	8
16	Duration of Contract	2
17	Duration of Leaves	79
18		
19	Early Retirement Fund	82
20	Educational Assistants	115
21	Educational Improvements	116
22	Elementary Noon Supervision	91,180
23	Emergency Absence (with or without pay)	64
24	Emergency Situations, Misconduct	113
25	Employment Training Specialists - Appendix M	212
26	Ethics Code	6
27	Evaluation	105,122
28	Exchange Teachers Leave	74
29	Existing Specialty Programs Within Buildings	127
30	Existing Totally Specialized Buildings	124
31	Experience Credit for Teachers	99
32	Extended Leaves	77
33		
34	Faculty Lounges	105
35	Faculty Meetings	87,88
36	Fair Share	9
37	Family and Consumer Education	199
38	Filling Vacancies	131
39	Frequency and Number of Days	55

1	Fringe Benefits	10
2	Funeral Leave	62
3		
4	General Provisions During Layoff	157
5	General Provisions of Sick Leave	61
6	Grievance and Complaint Procedure	143
7	Group Grievance	147
8	Guidance Counselors	192
9	Guidelines for Negotiations	3
10		
11	Health and Productivity Management	45
12	Health Insurance	10
13	Health Tuition	104
14	High School Teaching Day	84
15	Home Economics (Family and Consumer Education)	199
16	Home Visits, Mileage	204
17		
18	Incentive Days	67
19	Incompatibility Transfer	135
20	Injury - Leaves of Absence	69
21	Inservice	102
22	Inservice and Tuition Reimbursement	102
23	Insurance	60
24	Insurance Deductions	53
25	Integration	5
26	Interns	115
27	Interscholastic Academics	198
28	Interviews	131
29	Interview Procedure	131
30	Interviews - Questions and Answers	222
31		
32	Job-Sharing	168
33	Judges	198
34	Jurisdictional Authority, Grievance or Complaint	145
35	Jury Duty	73
36		
37	Layoff, DPI	157
38	Layoff Procedure	152
39	Leave of Absence for Sickness	65

1	Leaves of Absence	69
2	Legal Appeals Under Chapter 115	117
3	Legal Counsel	59
4	Legislative Leaves	75
5	Length of Assignment - Summer School	140
6	Life Insurance	52
7	List of Vacancies	123
8	Local School Governance	117
9	Locational Budget	116
10	Lounges	105
11	Lunch Period	91
12		
13	Mailboxes	8
14	Management Responsibilities	7
15	Maternity Leave	71
16	Mathematics and Other Needed Certification	104
17	Mentor Program	158
18	Mileage – Appendix E (Cheerleader Advisors)	199
19	Mileage – Appendix E (Guidance Counselors)	193
20	Mileage – Appendix E (Traveling Music Teachers)	201
21	Mileage - Appendix F	203
22	Military Leave	75
23	Miscellaneous Sick Leave	63
24	Misconduct	111
25	MRP Cadres	166
26	MRP Mentors	167
27	MRP Mentor Board	168
28	MTEA and Teacher Representation	115
29	MTEA Negotiating Committee	7
30	MTEA Responsibilities	8
31	MTEA-Sponsored Insurance Plans	53
32		
33	Negotiations	2
34	New Specialty Schools and Programs	128
35	New Teacher Orientation	104
36	No Strike Clause	149
37	Non-Discrimination Clause	148
38	Non-Recrimination Clause	150
39	Nurses	219

1		
2	Open House	87
3	Orchestra Director	197
4	Orientation - Summer School	142
5	Orientation and Mobility Teachers	218
6	Other Casualties - Leaves of Absence	69
7	Other Leaves	77
8	Other Teaching Conditions	116
9	Out of Assignment	131
10		
11	Paraprofessionals	115
12	Parent Appeals Under Chapter 115	117
13	Parent Complaints	116
14	Parent Conference Days	114
15	Part-Time Certificated Rate	180
16	Part-Time Teachers	207
17	Paternity Leave	73
18	Paycheck Transmittal	56
19	Payment of Salaries	55
20	Payment of Temporary Disability Benefits, Maternity	72
21	Payroll Adjustments	55
22	Payroll Corrections	57
23	Pension – Appendix A(7) (191-Day)	180
24	Pension - Appendix H (200-Day)	206
25	Pension - Appendix J (Retired Employee)	209
26	Pension - Appendix K (191-Day Therapists)	211
27	Pension – Appendix O (School Nurses)	219
28	Personal Absence Days	64
29	Personal Absence Without Pay	77
30	Personnel Procedures	122
31	Personal Property Loss	60
32	Physical Conditions of Buildings	117
33	Physically Unattached Sites	117
34	Position Descriptions	5
35	Preference of Assignment	119
36	Presence of Complainant or Grievant	147
37	Pretenure Physical Examination-Leave	78
38	Procedure for Grievances	147
39	Procedure for Schools With Special Problems	98

1	Professional Assistance Procedure	66
2	Professional Study Leave	73
3	Prohibited Practices	148
4	Protection of Teachers	58
5	Purpose of Grievance and Complaint	143
6		
7	Qualified, Layoff	152
8		
9	Rates of Pay: After-School Instruction	188
10	Curriculum Writing	180
11	Inservice Activity	102
12	Reading Training	103
13	Reassignment	121
14	Reassignment Requests	123
15	Recall Procedure From Layoff	156
16	Recognition	6
17	Reduction in Enrollment	121
18	Reduction in Work Force Prevention Procedures	151
19	Rehired Retiree	208
20	Release of Paycheck	56
21	Research Leave	73
22	Residency	151
23	Resignation	120
24	Resolution of Grievance or Complaint	144
25	Resource Guides	115
26	Resource Guides for Special Education	115
27	Return After Leave of Absence	80
28	Rotation of Duties	92
29		
30	Sabbatical	73
31	Safety and Security	117
32	Salaries	10
33	Salary Deductions	8
34	Salary Schedule	174
35	Saving Clause	150
36	Savings Bonds	9
37	Schedule E Payments - Appendix C	186
38	School Fund	116
39	School Fund Procedure	116
40	School Librarians	193

1	School Nurses	219
2	School Reconstitution Process	137
3	School Representative Committee	115
4	School Social Workers Notification Procedure	130
5	School Year	84
6	Secondary Classrooms	92
7	Seniority Definition	120
8	Seniority of Administrators/Supervisors During Layoff	157
9	Separation From Service	66
10	Severance Pay	82
11	Sick Leave, Regular School Year	61
12	Sick Leave, Summer School	62
13	Snow Emergencies - Appendix G	204
14	Social Worker Evaluations	105
15	Social Worker Orientation	104
16	Social Workers	198
17	Special Education	92
18	Special Education Class Sizes	92
19	Special Education MRP Cadres	166
20	Special Education MRP Mentors	167
21	Special Education Training	103
22	Special Groups	116
23	Special Teaching Assignment Leave	73
24	Specialty Schools and Programs, New	128
25	Specialty Teachers - Appendix L	211
26	Staff Compatibility With a Specialized Program	129
27	Staffing, Integration	5
28	Staffing of Specialty Schools	124
29	Steps of Grievance or Complaint Procedure	144
30	Study Leave	73
31	Summer Assignments, Sick Leave	62
32	Summer School Assignment	140
33	Summer School Department Chairperson	142
34	Summer School Hiring Practices	142
35	Summer School Orientation	142
36	Summer School Payroll Practices	142
37		
38	Tax Deferred Annuity Plans	81
39	Teacher Day	84

1	Teacher Editions, Textbooks	115
2	Teacher Evaluation and Mentoring (TEAM)	159
3	Teacher Evaluations	105
4	Teacher Involvement	105
5	Teaching Conditions	84
6	Teaching Day	84
7	Telephones	117
8	Temporary Disability Absence, Maternity	72
9	Tenure	105
10	Textbooks	115
11	Trade and Technology Education	197
12	Transfers	121
13	Traveling Music Teachers	201
14	Tuition Reimbursement	102
15	Twelve-Month Pay Plan	57
16		
17	Underfill/Assumption of Administrative Duty	119,181
18	Upham Woods	116
19	Use of Textbooks in Middle Schools	115
20		
21	Vacancy List	123
22	Vision Care	40
23	Violation of Leave of Absence Provisions	81
24	Vocational Counselors	193
25	Voluntary Transfers	121
26	Volunteers	115
27		
28	Waiver by the Grievant	148
29	Workday	84
30	Worker's Compensation	69
31		