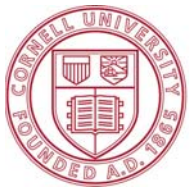

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K830299 **DISTRICT VERSION**

C O N T R A C T

between

THE MILWAUKEE BOARD OF SCHOOL DIRECTORS

and

THE MILWAUKEE TEACHERS' EDUCATION ASSOCIATION

(Teachers)

July 1, 2001

to

June 30, 2003

Deleted: 28

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

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

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

PART I

A. DEFINITIONS

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

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

B. CONSIDERATION

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

C. CONDITIONS AND DURATION OF THE CONTRACT

1. The contract shall remain in full force and effect as binding on the parties from July 1, 2001, to and including June 30, 2003. Salary and fringe benefits shall be effective July 1, 2001. Newly adopted language is not specifically retroactive unless specifically stated to be. The Board and the MTEA, for the life of this contract, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this contract or with respect to any subject or matter not specifically referred to or covered in this contract except as otherwise provided herein.

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

a. Significant reduction in class size

b. New alternative schools

c. New school facilities

d. Additional art, music, physical education teachers, and librarians

e. Additional guidance counselors and school social workers

f. Experimental programs designed to reduce dropout rates

g. Other matters which the parties may agree to mutually

D. NEGOTIATIONS

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

E. GUIDELINES FOR NEGOTIATIONS

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

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

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

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

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

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

F. AGREEMENT, RULES, POLICIES, AND PROCEDURES

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

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.

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

d. If, during the term of the contract, any administrative procedure is changed by amendment or by a new procedure, on which the contract is silent, which is primarily related to wages, hours, and working conditions of the members of the bargaining unit, the MTEA may request to initiate negotiations and obligate the Board to negotiate over such new administrative procedure or change thereto. If, after a reasonable period of negotiations, no agreement has been reached, either party may proceed to mediation prior to the implementation of such procedure. 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.

e. If, during the term of the contract, any administrative procedure which is primarily related to educational and/or public policy is changed by amendment or by a new procedure 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 the impact of such change or new procedure.

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

G. NEGOTIATIONS OF POSITION DESCRIPTIONS

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

H. INTEGRATION

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

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

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

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.

I. ETHICS CODE

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

PART II

A. RECOGNITION

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

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

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

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

B. MTEA NEGOTIATING COMMITTEE

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

C. MANAGEMENT RESPONSIBILITIES

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

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 (3) workdays. The material, if favorably ruled upon by the administration, will be reposted within one (1) 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 (6) workdays prior to the payroll check date. Under certain circumstances, more time may be required--up to ten (10) workdays.

2. **FAIR SHARE**. All employees represented by the MTEA who have completed

sixty (60) calendar days of service and are not members of the MTEA shall be required, as a condition of employment, to pay to the MTEA a proportionate share of the cost of the collective bargaining process and contract administration. Such charge shall be deducted from the employee's paycheck in the same manner as MTEA dues and shall be the same amount as the MTEA charges for regular dues, not including any special assessment or initiation fee.

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

In consideration of this provision, the MTEA agrees:

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

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

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

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

G. BUDGET INFORMATION

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

PART III

SALARIES AND FRINGE BENEFITS

A. SALARIES

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

B. HEALTH AND DENTAL BENEFITS

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

1. The Board shall provide medical benefits for its employees/dependents who elect to enroll in the comprehensive indemnity/PPO plan option in accordance with the following:

a. **COMPREHENSIVE INDEMNITY/PPO HEALTH PLAN.** Effective March 1, 2001, the current basic/major medical indemnity/PPO plan shall be replaced with a comprehensive indemnity/PPO plan. The plan document for the comprehensive indemnity/PPO 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(3). 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 thirty (30) days of the change.

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

Covered Medical Services/	In-Network	Out-of-Network

Plan Design Features	Payment	Payment*
Plan Deductible (per calendar year; applies to all covered medical services)	None None	$100 individual $300 family
Annual Coinsurance Limit (excludes deductible; once family coinsurance limit is met, all family members will be considered to have met their coinsurance limit for the remainder of the calendar year.)	N/A	$750 individual $1,500 family
Lifetime Maximum	$2,000,000 per covered individual in calendar 2001 (indexed to the medical CPI adjusted each January 1 there-after)***	$2,000,000 per covered individual in calendar 2001 (indexed to the medical CPI adjusted each January 1 there-after)***
Hospital Services		
Inpatient coverage	100%	80% after deductible
Outpatient coverage	100%	80% after deductible

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*Once both the annual (calendar year) deductible and the coinsurance limit (a combined total of $850 per individual or $1,800 per family) have been reached, all medical services received out-of-network for the remainder of the calendar year are benefited at 100% (except for: prescription co-pays; coinsurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

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***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*
Emergency room (for emergency as defined by the third party administrator) including in- and out-of-network physician services	100%	100% (deductible waived)
Non-emergency use of the emergency room	80%	50% after deductible
Physician Services		
Office visits (non-surgical) to non-specialists	100%	80% after deductible
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)	100%	80% after deductible (immunizations at 100% with deductible waived for children, birth to age 6)
Routine ob/gyn exam (1 routine exam per calendar year; including 1 pap smear and related fees)	100%	80% after deductible
Routine mammography mammogram per calendar year for covered females age 40 and over)	100%	80% after (One deductible

*Once both the annual (calendar year) deductible and the coinsurance limit (a combined total of $850 per individual or $1,800 per family) have been reached, all medical services received out-of-network for the remainder of the calendar year are benefited at 100% (except for: prescription co-pays; coinsurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

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Covered Medical Services/ Plan Design Features	In-Network Payment	Out-of-Network Payment*
Specialist (office visits)	100%	80% after deductible
Surgery	100%	80% after deductible
Physician in-hospital services	100%	80% after deductible
Allergy testing and treatment	100%	80% after deductible
Allergy injections	100%	80% after deductible
Immunizations and injections	100%	80% after deductible (immunizations at 100% with deductible waived for children, birth to age 6)
Other physician services	100%	80% after deductible
Maternity (coverage includes voluntary sterilization and voluntary abortion)	100%	80% after deductible
Contraceptives (including injectable contraceptives that are not self-administered and inserted and implanted contraceptive devices)	100%	80% after deductible

*Once both the annual (calendar year) deductible and the coinsurance limit (a combined total of $850 per individual or $1,800 per family) have been reached, all medical services received out-of-network for the remainder of the calendar year are benefited at 100% (except for: prescription co-pays; coinsurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

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Covered Medical Services/ Plan Design Features	In-Network Payment	Out-of-Network Payment*
Infertility Treatment Artificial insemination (6 cycles lifetime maximum). Artificial reproductive technology, including in vitro fertilization, GIFT, ZIFT to lifetime maximum of $30,000.	100%	80% after deductible
Diagnostic X-Ray & Laboratory (other than physician's office)	100%	80% after deductible
Durable Medical Equipment	100%	80% after deductible
Prescription Drugs		
Retail pharmacies (local and nationwide)	100% after 10% co-pay off discounted charge, for 30-day supply at participating pharmacies.	100% of submitted cost after a 20% co-pay for 30-day supply.
Oral contraceptives, fertility drugs (oral and injectable), and diabetic supplies included		
No mandatory generics		
Mail-order pharmacy program (Merck-Medco)	100% after $5 generic and $7 brand co-pay for a 90-day supply	N/A

*Once both the annual (calendar year) deductible and the coinsurance limit (a combined total of $850 per individual or $1,800 per family) have been reached, all medical services received out-of-network for the remainder of the calendar year are benefited at 100% (except for: prescription co-pays; coinsurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

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Covered Medical Services/ Plan Design Features	In-Network Payment	Out-of-Network Payment*
Mental Health Services		
Inpatient coverage	100% up to 120 days per calendar year****	80% after deductible up to 40 days per calendar year****
Outpatient coverage (including all mandated providers)	100% up to 120 visits per calendar year****	80% after deductible** up to 30 visits per calendar year****
Alcohol/Drug Abuse		
Inpatient coverage	100% up to 120 days per calendar year****	80% after deductible up to 40 days per calendar year****
Outpatient coverage (including all mandated providers)	100% up to 120 visits per calendar year****	80% after deductible** up to 30 visits per calendar year****
Ambulance (covers medically necessary transportation only – if ambulance called unneces-sarily, no coverage is provided)	100%	100% (deductible waived)
Short-Term Rehabilitation (acute conditions only)	100%	80% after deductible

*Once both the annual (calendar year) deductible and the coinsurance limit (a combined total of $850 per individual or $1,800 per family) have been reached, all medical services received out-of-network for the remainder of the calendar year are benefited at 100% (except for: prescription co-pays; coinsurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

**Does not apply to $750/$1,500 coinsurance limit.

****Maximum of 120 days/visits combined for in-network and out-of-network.

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Covered Medical Services/ Plan Design Features	In-Network Payment	Out-of-Network Payment*
Organ Transplants (see National Program for Medical Excellence)	100%	80% after deductible
Physical/Speech/Occupational Therapy (inpatient and out-patient)	100%	80% after deductible
Radiation Therapy (inpatient and outpatient)	100%	80% after deductible
Chemotherapy (inpatient and out-patient)	100%	80% after deductible
Blood/Blood Plasma	100%	80% after deductible
Chiropractic	100% up to 50 visits per calendar year***	80% after deductible up to 50 visits per calendar year***
Oral Surgery (procedures covered by Aetna U.S. Healthcare on October 27, 2000)	100%	80% after deductible
TMJ (surgical and non-surgical diagnosis and treatment)	100%	80% after deductible
Prosthetic/Orthotic Appliances	100%	80% after deductible
Podiatrist Services	100%	80% after deductible

*Once both the annual (calendar year) deductible and the coinsurance limit (a combined total of $850 per individual or $1,800 per family) have been reached, all medical services received out-of-network for the remainder of the calendar year are benefited at 100% (except for: prescription co-pays; coinsurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

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***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*
Weight Loss	100%	80% after deductible
Urgent Care/Walk-In Clinic (not considered an emergency)	100%	80% after deductible
Skilled Nursing Facility	100% up to 120 days per calendar year***	80% after deductible up to 120 days per calendar year***
Home Health Care	100% up to 120 visits per calendar year***	80% after deductible up to 120 visits per calendar year***
Private Duty Nursing	100% up to 70 eight-hour shifts per calendar year***	80% after deductible up to 70 eight-hour shifts per calendar year***
Hospice Care		
Inpatient coverage	100% up to 45 days***	80% after deductible up to 45 days***
Outpatient coverage	100% up to a maximum benefit of $10,000***	80% after deductible up to a maximum benefit of $10,000***

*Once both the annual (calendar year) deductible and the coinsurance limit (a combined total of $850 per individual or $1,800 per family) have been reached, all medical services received out-of-network for the remainder of the calendar year are benefited at 100% (except for: prescription co-pays; coinsurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

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

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Covered Medical Services/ Plan Design Features	In-Network Payment	Out-of-Network Payment*
National Program for Out-of-Network Discounts	N/A	Included
A National Program of Medical Excellence (Coordinates medical care with nationally respected doctors, clinics, and hospitals. Travel expenses for the member and a companion are covered – up to a maximum of $10,000 per episode.)	Included	N/A
Inpatient Precertification and Concurrent Review (applies to inpatient hospital, treatment facility, skilled nursing facility, home health care, hospice care & private duty nursing care)	Provider initiated	Member initiated (Not required for employees/ dependents enrolled in Medicare as primary)
Penalty to employee for failure to precertify	None	$300 penalty. Applies per occurrence (Does not apply to employees/ dependents enrolled in Medicare as primary)
Claim Submission	Provider initiated. Two-year filing requirement	Member initiated, member ultimately responsible. Two year filing requirement.

*Once both the annual (calendar year) deductible and the coinsurance limit (a combined total of $850 per individual or $1,800 per family) have been reached, all medical services received out-of-network for the remainder of the calendar year are benefited at 100% (except for: prescription co-pays; coinsurance payments for outpatient mental health, outpatient alcohol/drug abuse, and non-emergency use of emergency room services; and penalty payments).

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The following provisions apply both in- and out-of-network:

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.)
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(6). Enrollment at other times is not allowed.
Continuation	Standard COBRA continuation applies.
Extension of Benefits	Twelve months extension if totally disabled when coverage ceases – extension applies to all covered expenses for the conditions causing such disabilities.
Coordination With Other Benefits Including Medicare	Maintenance of Benefits (MOB) per transaction without a bank applies to dependents of active employees (including employees on leave) and retirees/dependents not Medicare primary. See Section B(1)(j). Coordination of Benefits (COB) 100% without a bank applies when retiree/dependent is Medicare primary. See Section B(1)(j).
Order of Benefit Determination	Standard rules apply (parent birthday, divorced or separated parent, retired or laid off, continuation, cost containment).

c. **PLAN DESIGN.** The comprehensive indemnity/PPO plan shall provide one hundred percent (100%) payment, by the plan, for all covered medical services and supplies received from in-network providers subject to the co-pays, coinsurance, and limits as noted in the summary description. See Section B(1)(b).

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All covered medical services and supplies received from out-of-network providers shall be subject to an annual one hundred dollar ($100) per individual/three hundred dollars ($300) per family deductible, after which all covered medical

services and supplies obtained out-of-network shall be subject to a twenty percent (20%) individual-paid coinsurance amount until the annual coinsurance limit of seven hundred fifty dollars ($750) per individual/one thousand five hundred dollars ($1,500) per family is reached. Once the out-of-network coinsurance limit is reached in a calendar year, all covered medical expenses provided out-of-network will be paid at one hundred percent (100%) for the remainder of that calendar year, in accordance with the following:

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Coinsurance 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 prescriptions co-pays, deductibles and penalty payments) that an employee/family will have to pay for out-of-network medical services in a calendar year.

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

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The plan design description contained in this section applies to active employees and non-Medicare retirees who reside in an Aetna network area. See Section B(18) for plan design details for non-Medicare retirees who do not reside in an Aetna network area and Section B(1)(j) for plan design details for Medicare retirees.

d. **COVERED MEDICAL SERVICES.** The summary description (b above) lists some of the medical services and supplies covered by the comprehensive indemnity/PPO plan, but is not intended to be an exhaustive list of all services and supplies covered by the plan. The comprehensive indemnity/PPO plan shall cover all medically necessary services and supplies which are not excluded by the plan, subject to the following:

1) **Medical Necessity**. The definition of medical necessity as contained in the memorandum of understanding dated July 22, 2002.

2) **General Exclusions.** The general exclusions as contained in the memorandum of understanding dated July 22, 2002.

3) **Applicable Policies.** All medical services and supplies covered by the

comprehensive indemnity/PPO plan shall be benefited in accordance with the standard policy and coverage decisions of the negotiated third party administrator.

4) **The Negotiated Plan Document.**

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

f. **THIRD PARTY ADMINISTRATION.** Effective March 1, 2001, the Board's comprehensive indemnity/PPO third party administrator shall be Aetna U.S. Healthcare.

1) The MTEA shall be provided with a copy of the administrative services contract between the Board and its third party administrator as soon as it becomes available.

2) The third party administrator 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.

3) Blue Cross/Blue Shield shall process all claim run-outs.

4) An employee/dependent who is under an active course of treatment for pregnancy, illness, or injury with a Blue Cross/Blue Shield network provider on February 28, 2001, but the provider is not in the Aetna U.S. Healthcare network, may finish treatment or continue treatment with the provider with benefits provided at in-network levels for a period as determined by Aetna U.S. Healthcare in accordance with its standard procedure. Prior to April 1, 2001, an employee must submit an application to Aetna on its standard form to receive this benefit.

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

6) After notice and discussion with the MTEA of the rationale for the need to rebid, the Board may rebid the third party administrator for the comprehensive indemnity/PPO plan. Should the MTEA raise demonstrable and substantive performance deficiencies on the part of the third party administrator, the Board shall rebid the third party administrator. Any new administrator 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 third party administrator.

g. **PREFERRED PROVIDER OPTION (PPO) NETWORK**

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

2) Participants in the comprehensive indemnity/PPO plan shall continue to have the option to use any provider, whether in the network or out-of-network. Participants in the comprehensive indemnity/PPO plan shall be provided with a booklet listing the doctors, hospitals, and other providers which belong to the PPO network. A current booklet shall be provided to new

participants upon enrollment and once per year (during August) to all participants.

3) Participants in the comprehensive indemnity/PPO 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.

4) Participants in the comprehensive indemnity/PPO 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 network and out-of-network providers must be submitted to the plan administrator within two (2) years from the date of service.

5) Participants in the comprehensive indemnity/PPO plan shall be issued new identification cards prior to March 1, 2001, to indicate eligibility for the PPO, the Pharmacy Management Prescription Drug Program, and the vision program.

6) Participants in the comprehensive indemnity/PPO 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.

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

h. **PHARMACY NETWORK.** The pharmacy management prescription drug program offered by the third party administrator, containing a Milwaukee and national network of pharmacies, shall be made available to all participants in the comprehensive indemnity/PPO plan. Prescription medications obtained from pharmacies in the network shall be subject to a ten percent (10%) co-pay off the discounted amount payable to the network pharmacy at the time medications are received. The third party administrator is solely responsible for establishing, revising, and administering the pharmacy network. Participants in the comprehensive indemnity/PPO plan shall be provided with a booklet listing the pharmacies which belong to the pharmacy network. The booklet shall also be provided to new plan participants upon enrollment and periodically to all participants as updates are prepared.

Effective July 1, 2002, Viagra and similar medications shall be covered only through participating pharmacies of the Aetna pharmacy network in accordance with "Viagra endorsement" language agreed to by the parties (dated April 25, 2002) to include all subsequent standard Viagra endorsement changes made by the third party administrator. Effective July 1, 2002, Viagra and similar medications shall not be covered through the mail-order pharmacy program.

Effective July 1, 2002, appetite suppressant medications shall be covered only through participating pharmacies of the Aetna pharmacy network in accordance with "Aetna Pharmacy Coverage Policy: Antiobesity Agents" and shall require precertification. Effective July 1, 2002, appetite suppressant medications shall not be covered through the mail-order pharmacy program.

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

i. **MAIL-ORDER PHARMACY PROGRAM.** The mail-order prescription medication program offered through Merck-Medco, Inc., shall be offered to MTEA-represented employees enrolled in the comprehensive indemnity/PPO plan and shall require a five dollar ($5) generic and seven dollars ($7) brand name co-payment by employees/dependents for a ninety (90)-day supply of medication per prescription. If a generic equivalent is not available for a particular prescription, a ninety (90)-day supply of the brand name medication shall be provided to employees/dependents for five dollars ($5). 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 seventy-five (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 (h above) and the MTEA's consultant concurs with this finding, the MTEA agrees to reopen negotiations on the mail-order pharmacy program, within ten (10) workdays of such concurrence, to explore and agree upon ways to control costs in this program.

Dispute Resolution Procedure:

1) 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 (10) 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 (10) workdays after the decision, the parties shall commence negotiations and attempt to reach agreement on mail-order program modifications.

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

j. **COORDINATION OF BENEFITS.** Coordination of benefits, as it applies to dependents of active employees (including employees on leave) and retirees/dependents not Medicare primary enrolled in the comprehensive indemnity/PPO 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)(e), of the contract.

Coordination of benefits, as it applies to retirees/dependents who are covered by Medicare as primary and enrolled in the comprehensive indemnity/PPO plan, shall be administered in accordance with Coordination of Benefits (COB) one hundred percent (100%) without a bank. In implementing this provision, the Medicare primary retiree/dependent shall be covered under the comprehensive indemnity/PPO plan with access to any provider and with medical benefits provided on an out-of-network basis subject to the following modifications: 1) a calendar year deductible of one hundred dollars ($100) individual/three hundred dollars ($300) family and a calendar year coinsurance limit of two hundred fifty dollars ($250) individual/five hundred dollars ($500) family (a combined total of three hundred fifty dollars ($350) per individual or eight hundred dollars ($800) per family per calendar year); 2) access to network and out-of-network retail and mail-order pharmacy services with co-pays not subject to the annual coinsurance limit; 3) non-emergency use of emergency room services not subject to the annual coinsurance limit; 4) both inpatient and outpatient mental health and alcohol/drug abuse services provided at up to one hundred twenty (120) days/visits per calendar year; 5) the annual coinsurance limit shall apply to all covered medical services

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and supplies, including inpatient and outpatient mental health and alcohol/drug abuse services; and 6) the National Program of Medical Excellence benefit shall be included.

k. **UTILIZATION MANAGEMENT.** The following utilization management provisions shall apply to administration of the comprehensive indemnity/PPO plan. Only those utilization management procedures described in this contract shall apply to administration of the plan.

1) 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 third party administrator. The provider (usually the admitting/attending physician) is responsible for initiating precertification when the employee/dependent uses network providers. If the employee/dependent uses out-of-network providers, the employee/ dependent must telephone the third party administrator (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.

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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 third party administrator within forty-eight (48) hours of an emergency admission (extended to seventy-two [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 three hundred dollars ($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.

2) Any and all utilization management procedures used by the third party administrator with network providers under standard administration of its comprehensive PPO plans (in effect March 1, 2001), may be utilized to administer the comprehensive indemnity/PPO plan. The Board agrees to negotiate a provision in its administrative services contract with its third party administrator (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 third party administrator to make, any changes in standard utilization management procedures which change benefits without the express written agreement of the MTEA.

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

l. **USUAL, CUSTOMARY, AND REASONABLE (UCR) ALLOWANCE.** The plan administrator shall process out-of-network claims at a UCR rate of eighty-five percent (85%) HIAA (PHCS). A UCR cutback of less than ten dollars ($10) shall be waived.

m. **UCR HOLD HARMLESS.** The following hold harmless procedure pertaining to UCR cutbacks from out-of-network providers shall apply. If an employee/dependent notifies the third party administrator that a medical provider continues to bill the employee/dependent for the balance of a bill that exceeded the UCR level, the third party administrator shall, within ten (10 workdays, attempt to reach a resolution directly with the medical provider. If the employee/dependent receives a notice from a collection agency or law firm, the third party administrator shall contact the agency or law firm to protect the employee/dependent's credit record. If the employee/dependent receives a subpoena, the Milwaukee Board of School Directors shall provide legal representation paid for by the third party administrator. The third party administrator shall provide expert witness testimony. If the employee/ dependent does not prevail in court, the plan shall pay court costs, collection fees, and the amount over the usual and customary allowance.

No agreement (or standard form) signed by or on behalf of an employee/dependent with a provider shall waive the employee/dependent's rights to the UCR hold harmless provision. However, payment by the employee/dependent of all or any portion of the UCR cutback amount will waive the employee/dependent's rights to the UCR hold harmless provision for the amounts paid. Cooperation of the employee/dependent with the third party administrator and the Board's legal

counsel, including prompt notice of the dispute to the third party administrator or the Board, is required for the employee/dependent to be eligible for the benefits of this provision.

Effective for claims incurred on or after March 1, 2001, if an employee/ dependent discovers that despite the safeguards negotiated above, a medical provider has entered information about a disputed UCR amount in the employee/dependent's credit report, the Board shall reimburse the MTEA for legal representation provided by the MTEA to contest the validity of the medical provider's information and to have the information removed from the employee/dependent's credit report. In the event that a UCR dispute is settled or the dispute goes to court and the medical provider's claim is dismissed or the plan is ordered to pay the disputed amount, the Board shall reimburse the MTEA for legal representation provided by the MTEA to have any related information removed from the employee/dependent's credit report. Board reimbursement for this purpose when combined with the costs of legal representation provided in n below shall not exceed one hundred fifty thousand dollars ($150,000) per fiscal year commencing July 1, 2002. Reimbursement by the Board shall cover the agreed upon legal services contained in the negotiating note dated July 22, 2002.

n. **MEDICAL NECESSITY HOLD HARMLESS.** Medical necessity hold harmless procedures shall be maintained for out-of-network providers. This procedure shall include legal representation provided by the Board's legal counsel at no cost to the employee/dependent. The third party administrator shall provide expert witness testimony. If the employee/dependent does not prevail in court, the plan shall pay court costs, collection fees, and the amount determined by the third party administrator not to be medically necessary.

No agreement (or standard form) signed by or on behalf of an employee/ dependent with a provider shall waive the employee/dependent's rights to the medical necessity hold harmless provision. However, payment by or on behalf of the employee/dependent of all or any portion of the medical charges denied due to lack of medical necessity will waive the employee/dependent's rights to the medical necessity hold harmless provision for the charges paid. Full cooperation of the employee/dependent with the third party administrator and the Board's legal counsel, including prompt notice of the dispute to the third party administrator or to the Board, and signing a cooperation agreement are required for the employee/dependent to be eligible for the benefits of this provision.

Effective for claims incurred on or after March 1, 2001, if an employee/ dependent discovers that despite the safeguards negotiated above, a medical provider has entered information about charges related to a medical necessity dispute in the employee/dependent's credit report, the Board shall reimburse the MTEA for legal representation provided by the MTEA to contest the validity of the medical provider's information and to have the information removed from the employee/dependent's credit report. In the event that a claim involving a medical necessity dispute is settled or the dispute goes to court and the medical provider's claim is dismissed or the plan is ordered to pay the disputed amount, the Board shall reimburse the MTEA for legal representation provided by the MTEA to have any related information removed from the employee/ dependent's credit report. Board reimbursement for this purpose when combined with the costs of legal representation provided in m above shall not exceed one hundred fifty thousand dollars ($150,000) per fiscal year commencing July 1, 2002. Reimbursement by the Board shall cover the agreed upon legal services contained in the negotiating note dated July 22, 2002.

o. **MEDICARE DIRECT.** Participants in the comprehensive indemnity/PPO plan, who currently have Medicare as their primary health coverage, shall be enrolled in the Medicare direct program effective March 1, 2001. Thereafter, as plan participants become eligible for Medicare, they shall be enrolled in the Medicare direct program to coincide with the effective date of their enrollment in Medicare.

p. **CONVERSION POLICY.** The Board shall make available the third party administrator's standard conversion policy to eligible employees/dependents. A copy of the conversion policy and associated rates shall be provided to the MTEA.

q. **RAPS AND OTHER PROVIDER COVERAGE.** When out-of-network radiology, anesthesiology, and pathology (RAPS) services are provided at an in-network facility (hospital or outpatient surgical facility), claims from these out-of-network providers shall be benefited at one hundred percent (100%) of the negotiated UCR allowance in accordance with Part III, Section B(1)(l).

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When an employee/dependent receives medical services at an in-network facility (hospital or outpatient surgical facility) and the admitting or attending physician is an in-network physician and it is medically necessary to use the services of a consulting, assisting, or other physician and out-of-network physicians are used,

claims from these out-of-network physicians shall be benefited at one hundred percent (100%) of the negotiated UCR allowance in accordance with Part III, Section B(1)(l). The provisions of this paragraph shall not apply if it is determined that the out-of-network physician was selected at the request or direction of the employee/dependent. The third party administrator shall process claims in accordance with the provisions of this paragraph until June 30, 2005. Benefits paid under this paragraph shall be capped at one hundred thousand dollars ($100,000) per fiscal year for 2002-03, 2003-04, and 2004-05. Commencing July 1, 2005, and until June 30, 2008, the MPS administration shall manually benefit claims in accordance with the provisions of this paragraph as claims are presented by employees/dependents or union representatives. Benefits paid under this paragraph shall be capped at up to fifty thousand dollars ($50,000) per fiscal year for 2005-06 (twenty thousand dollars [$20,000] plus up to an additional thirty thousand dollars [$30,000] of carry-over from unexpended funds from the 2004-05 fiscal year). Benefits paid under this paragraph shall be capped at twenty thousand dollars ($20,000) per fiscal year for 2006-07 and 2007-08. The provisions of this paragraph shall sunset on June 30, 2008. As soon as practicable after July 22, 2002, representatives of the MPS administration, the third party administrator, and MPS unions shall meet with representatives of provider networks to attempt to insure that when employees/dependents use network hospitals and network admitting or attending physicians, that out-of-network consulting, assisting, and other physicians are not used unless specifically requested by employees/dependents.

In addition, the standard policies of the third party administrator shall apply to RAPS and other provider claims, as appropriate, when not specifically addressed above.

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

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1) If notified of such a circumstance by the employee/dependent, the employer, or the MTEA, the third party administrator shall contact the network physician and remind him/her of the contractual obligation to use network providers.

2) Where deemed appropriate and to the overall benefit of creating a seamless provider network, the third party administrator shall initiate steps to bring the out-of-network provider into the network.

3) The third party administrator, the Board, and the MTEA shall use whatever means and take whatever steps are necessary to persuade the network physician and the out-of-network provider to write-off any deductible and coinsurance charges accruing to the employee/dependent.

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r. **DEPENDENT DAUGHTERS COVERED.** Dependent daughters of employees shall be covered for all prenatal and maternity benefits provided by the plan.

2. **HEALTH MAINTENANCE ORGANIZATION (HMO) OPTIONS.** As a voluntary option to the comprehensive indemnity/PPO plan, employees may enroll in health maintenance organization (HMO) coverage offered by Compcare Blue and UnitedHealthcare. Family Health Plan (FHP) shall not be available to MTEA-represented employees after March 1, 2001. Employees enrolled in Family Health Plan on November 1, 2000, will be required to select a new health plan during the 2000-01 school year open enrollment period. Compcare Blue shall not be available to MTEA-represented employees effective November 1, 2002. Employees enrolled in Compcare Blue on September 1, 2002, will be required to select a new health plan during the September, 2002, open enrollment period. Any employee/dependent enrolled in Compcare Blue on September 1, 2002, who does not select a new health plan during the September open enrollment shall be enrolled in UnitedHealthcare.

a. The group master contracts which provide a detailed description of the benefits of the Compcare Blue and UnitedHealthcare HMO plans agreed upon by the parties to be in effect on and after March 1, 2001, are incorporated by reference into this contract and shall be enforceable through the grievance procedure (Part VII) and in accordance with Part III, Section B(3). Employees who enroll in one of the HMO plans shall be provided with a detailed description of their plan by the HMO. The MTEA shall be provided with a copy of each group master contract after they are executed.

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

1) Each plan shall provide a standard high option level of benefits as modified by the parties (as indicated in the benefit summary dated October 19, 2000).

2) The prescription medication co-pay shall be ten percent (10%) from a participating pharmacy.

3) The mental health and alcohol/drug abuse benefits shall be provided at the state-mandated level as standardly provided by the HMO plans.

b. 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 five percent (5%) higher than the mean or median of other HMO rates, whichever is less, except if these rates could be explained by differing demographic concentration within an HMO. HMO's meeting the above criteria would continue to be offered unless there were demonstrable quality complaints against the HMO or if there were structural changes in the HMO's such as a change in IPA groups or if there are changes in benefits. If an HMO is not selected for continuation, the Board will provide assistance to employees in selecting another HMO offering the same IPA groups.

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

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

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

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

a. Matters impacting a group of bargaining unit members.

b. Matters having a substantial impact on benefits provided under the plan.

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

5. **PREMIUM PAYMENT.** The Milwaukee Board of School Directors shall pay the full premium cost (single or family) for eligible employee participation in the comprehensive indemnity/PPO plan or any of the health maintenance organizations (HMO) plans, whichever the employees chooses. Employees on unpaid leave, self-paid retirement, and COBRA extension shall pay a premium as determined by the past practice of the district.

6. **BOARD-PAID COVERAGE POLICY.** For active employees (and employees on paid leave), Board payment of health plan coverage shall continue to be made on a sixty (60)-day prepaid basis in accordance with the following:

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

b. New employees and employees re-enrolling in a health plan, at work prior to September 16 of a school year, who submit an application during the September open enrollment period, shall be provided Board-paid health plan coverage effective November 1.

c. New employees (including twelve [12]-month employees) hired at any time other than at the beginning of the school year,who are on the payroll one-half or more of the paid days in the month and who submit an application on or before the fifteenth day of the first month of employment, shall be provided Board-paid coverage effective on the first day of the second month following the month of employment. Late applicants (application received after the fifteenth day of the first month of employment, but prior to sixty (60) calendar days following employment) shall be provided Board-paid coverage effective on the first day of the third month following the first month of employment. Applications received later than sixty (60) calendar days after the first day of employment shall not be accepted and the employee must apply during the next September open enrollment period in order to receive coverage.

d. All employees on the payroll one-half or more of the paid days in a month (September through June) shall receive Board-paid health coverage for the second month following such month (November through August).

e. An employee on the payroll for one-half or more of the paid days in June and returning to the payroll within the first ten (10) paid days in September shall receive Board-paid coverage through September and October.

7. **DEPENDENT ELIGIBILITY.** Dependent coverage shall be provided to employee spouses/dependents under the comprehensive indemnity/PPO plan or the optional health maintenance organization (HMO) plans in accordance with the following:

a. Spouse – is the person to whom the subscriber is legally married.

b. Dependent Child – includes the following:

1) Natural or adopted child of the subscriber.

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

3) Legal Ward – is a child for whom the subscriber or current spouse is the legal guardian and for whom the subscriber and/or spouse provides more than

fifty percent (50%) of the child's support during a calendar year.

4) Grandchild – is a child of the subscriber's dependent child for whom the subscriber and/or spouse provides more than fifty percent (50%)of the grandchild's support during a calendar year when the grandchild's parent is under age eighteen (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) Loss of Support – after the child attains age nineteen (19), coverage ends at the end of the calendar year (effective January 1, 2002, "at the end of the month") in which the subscriber and/or spouse last provided more than fifty percent (50%) of the child's support. If the child is the natural or adopted child of the subscriber and the subscriber is divorced, the fifty percent (50%) support test includes support provided by the subscriber's ex-spouse.

c) Age twenty-five (25) – coverage ends at the end of the calendar year (effective January 1, 2002, "at the end of the month") in which the child attains age twenty-five (25), regardless of support, unless prior to attaining age twenty-five (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 thirty-one (31) calendar days of the child's attainment of age twenty-five (25) and subsequently, when and as often as the employee's health plan may reasonably require, but not more frequently than annually after the two (2)-year period following the child's attainment of age twenty-five (25).

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

e) 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.

f) 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 nineteen (19).

d. Addition of Dependent

1) Adding a Dependent – to add a dependent, the MPS Division of Benefits and Insurance Services must be notified within thirty-one (31) calendar days of the event which allows a new person to be eligible for coverage. If notification is received within thirty-one (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, adoption, or return of a child to dependent status.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. The Board shall continue to pay single or family coverage of regularly employed personnel. Family coverage shall continue to be provided to single persons who become married or who become parents without any waiting period or pre-existing condition limitations, provided the single person submits a family coverage application form within thirty-one (31) calendar days of the marriage date, birthdate, or adoption date. If application is made in this fashion, the family coverage shall begin on the date of the marriage, birth, or adoption.

10. Coverage for the new employee normally begins with the second month following acceptance of an approved application. An applicant who wishes health coverage to become effective on the first day of employment may have such coverage by paying to the Board a sum equivalent to two (2) full months' payment of the premium, along with an approved application by the fifteenth day of the first month of employment. New teachers who were MPS employees in another capacity (substitute teacher, educational assistant, intern, etc.) and who were covered by an MPS health and/or dental plan immediately prior to becoming teachers shall have no break in coverage.

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

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

13. Where both husband and wife, or other members of the family are employed by the Board, the Board shall only pay for one (1) family coverage.

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

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

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

If the employees described above have seventy percent (70%) or more of the maximum allowable full-day accumulation of sick leave, they shall be allowed to continue in the comprehensive indemnity/PPO plan or one (1) of the HMO plans with the Board paying the full premium at the rate in existence for the comprehensive indemnity/PPO plan at the time of retirement.

Those employees retiring at the end of their regularly scheduled work year shall be allowed to continue in the comprehensive indemnity/PPO plan or one (1) of the HMO plans with the Board paying the full premium at the rate in existence for the comprehensive indemnity/PPO plan on either June 30 or July 1, whichever is higher, provided such employee has submitted his/her written resignation on or before April 1.

All half-day balances will be converted into full-day equivalents in making the seventy percent (70%) determination. In the event of the death of such retired employee, the spouse of such employee, at the time of retirement, shall be allowed to continue in a

single plan of his/her choice with the Board paying the full premium at the single rate for the comprehensive indemnity/PPO plan in existence at the time of the deceased retiree's retirement. If such retired employee did not have the required accumulation of sick leave, at the death of the employee, the spouse shall be allowed to continue in a single plan of his/her choice on a self-paid basis. Such surviving spouses shall not be eligible for Board-paid coverage if otherwise covered because he/she remarries or is employed and is covered by another group health insurance plan or HMO.

Those employees who retire prior to age sixty-five (65) shall have their health plan premiums paid to the extent that such premiums do not exceed the amount of the group rate paid for the employee enrolled in the comprehensive indemnity/PPO plan at the time of retirement. When the retiree attains age sixty-five (65), he/she shall receive the Medicare Carveout Plan paid by the Board and Medicare "B" paid to the employee by the Board provided that such total payment shall not exceed the total amount paid for the group coverage for the comprehensive indemnity/PPO plan at the time of retirement.

Those employees who retire after the attainment of age sixty-five (65) shall have their full health plan premium paid and Medicare "B" paid to the employee by the Board to the extent that such payment does not exceed the amount of the group rate for the comprehensive indemnity/PPO plan at the time of such retirement.

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

Retired employees/spouses who elected not to enroll in social security and who, therefore, are not eligible for Medicare "A" coverage shall be provided with hospitalization coverage and Medicare "B" coordination coverage under the comprehensive indemnity/PPO plan with access to any provider and with medical benefits provided on an out-of-network basis in accordance with modifications 1-6 contained in paragraph 2 of Section B(1)(j) above.

17. Retirees/dependents not Medicare primary who enroll in the comprehensive indemnity/PPO plan and whose permanent residence is located in a service area of any of the national PPO networks offered by the third party administrator shall be in the active employee group and shall have access to in-network and out-of-network providers and benefits on the same basis as active employees.

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

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

19. Any employee, who elects not to enroll in or to drop the comprehensive indemnity/PPO plan or any negotiated health maintenance organization (HMO) by virtue of being covered by another employer's health plan, shall receive a payment of five hundred dollars ($500) per year prorated on a ten (10)-month basis. If the employee's coverage under the other employer's health plan is canceled, or there is an increase in the amount of premium which must be paid by the employee or his/her spouse under the other health plan, or there is a reduction in the level of benefits provided by the other health plan, the employee may enroll in the comprehensive indemnity/PPO plan, single or family as appropriate, on an open enrollment basis, provided an application for health coverage is received by the Division of Benefits and Insurance Services within thirty-one (31) calendar days after such event occurs. Such

coverage shall be retroactive to the date such event occurred. Voluntary cancellation of coverage by the other employer's subscriber while continuing to be actively employed by that employer does not constitute cancellation of other insurance. These employees shall retain the right to re-enroll in the comprehensive indemnity/PPO plan or any negotiated HMO during the annual September open enrollment period. Employees should be aware that in order to be eligible to receive MPS health coverage during retirement, in accordance with paragraph 17 above, they must be enrolled in an MPS health plan at the time of retirement.

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

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

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

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

The vision plan administrator shall be ProVantage.

Benefits	Frequency	Covered Amount
Exam	Once every 12 months	Paid in full
Frames	Once every 12 months	Effective 3/01/01 - $35 acquisition cost (approx. $82 frames at no cost to employee)

Standard Lenses (glass or plastic)	One pair every 12 months	Paid in full
Type:		
a. Single focus b. Bifocal c. Trifocal d. Lenticular		
Tints (Solid - any color)		Paid in full
Dispensing (Professional Service)	Once every 12 months	Paid in full
Contact Lenses (in lieu of frames and lenses)	One pair every 12 months Disposals up to $100	$100

22. **DENTAL INSURANCE**

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

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

SCHEDULE OF DENTAL BENEFITS

Maximum per participant Per calendar year	$1,500
Deductible	$25
Maximum number of deductibles per family per calendar year	3

Coinsurance

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	%
*Diagnostic	
Diagnostic x-rays	80%
Oral examinations	80%
*Preventive	80%
Ancillary	
Anesthesia and injections	80%
Emergency palliative treatment and denture repairs/ adjustments	80%
Restorations	
Direct fillings (regular)	80%
Indirect fillings (cast restorations)	80%
Oral Surgery	80%
Endodontics	80%
Periodontics	80%
Prosthodontics	50%
Orthodontics (separate maximum) to age 19	50%
The lifetime maximum for orthodontia shall be increased to one thousand five hundred dollars ($1,500).	

*Deductible does not apply to diagnostic or preventive services.

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

23. Commencing on July 22, 2002, the 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, the MTEA shall be provided with a copy of any communication or any directive to a third party administrator or vendor which changes any benefit of any health or dental plan contained in this collective 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.

C. LIFE INSURANCE

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

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

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

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

4. At attainment of age sixty-five (65) and thereafter, life insurance as specified below is provided without cost to enrolled active employees. On March 1, following the sixty-fifth birthday, life insurance coverage is reduced to ninety-two percent (92%) of coverage in force prior to age sixty-five (65); on March 1, following the sixty-sixth birthday, it is reduced to eighty-four percent (84%) of coverage in force prior to age sixty-five (65); on March 1, following the sixty-seventh birthday, it is reduced to seventy-six percent (76%) of coverage in force prior to age sixty-five (65); on March 1, following the sixty-eighth birthday, it is reduced to sixty-eight percent (68%) of coverage in force prior to age sixty-five (65); on March 1, following the sixty-ninth birthday, it is reduced to sixty percent (60%) of coverage in force prior to age sixty-five (65); and on March 1, following the seventieth birthday and thereafter, coverage is reduced to twenty-five percent (25%) of coverage in force prior to age sixty-five (65) and remains at that amount.

D. INSURANCE DEDUCTIONS AND CREDIT UNION DEDUCTIONS

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

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

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

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

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

e. Insurance plan 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 (6) workdays prior to the payroll check date. Under certain circumstances, more time may be required--up to ten (10) workdays.

f. The MTEA and appropriate Board personnel shall cooperatively plan the

implementation of each deduction plan to provide sufficient lead time for the establishment of the programming system needed for the plan.

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

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

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

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

1. PAYMENT OF SALARIES

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

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

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

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

For teachers working on a calendar other than the regular teacher calendar, the first paycheck of the school year will be for the number of days scheduled prior to the first teacher working date provided that the employee has worked or is eligible for

payment on these days. The next payroll checks shall be nine (9)-day paychecks. The last paycheck shall be for the remaining number of days worked in the contract year.

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 paydate 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, Twelve (12)-Month Pay Plan, and Credit Union, if applicable, and other deductions required by law.

Payroll deductions set up under the "twenty (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 twenty (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.

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

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

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2. **TWELVE (12)-MONTH PAY PLAN**

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

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

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

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

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

3. **PAYROLL CORRECTIONS**

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

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

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

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

F. PROTECTION OF TEACHERS

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

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

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

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

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

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

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

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

2) By accompanying the teacher in court appearances.

3) By acting in other appropriate ways.

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

2. **LEGAL COUNSEL**

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

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

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

3. **INSURANCE**

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

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

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

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

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

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

b) The parties alternately strike names from a panel of seven (7) 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 twenty dollars ($20) of damage in any one (1) 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 one hundred percent (100%) 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 one hundred (100) hours (12.5 days) for ten (10)-month employees, one hundred ten (110) hours (13.75 days) for eleven (11)-month employees or one hundred twenty (120) hours (15 days) for twelve (12)-month employees.

c. An employee's sick leave credits shall be accumulated to a maximum of one thousand one hundred sixty (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 (1) 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 member of the immediate family and declaring the need for the employee to be with the ill member of the family if absent for more than one (1) day.

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

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

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

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

If a teacher had reported a one (1) day absence and desires to return for the afternoon session, the teacher must inform the school prior to 10:30 a.m. of his/her intention to return to service. Failure to do so will prevent the teacher from returning until the following day, and the employee will be charged with the full day of sick leave absence.

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

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

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 (3) full school days provided the days are used within the calendar week (any seven [7] 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 (1) 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 one-half (.5) 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 (6).

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 (2) days per year deductible from sick leave may be taken for one (1) 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.

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

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

f. Absence due to travel involved in funeral attendance.

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

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

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

j. Absence due to the participation/involvement of the employee in the activities at the school of a son or daughter with forty-eight (48) hours prior notice to the principal, providing not more than ten percent (10%) of the teachers (but not less than one [1] nor more than five [5] teachers) in each school will be using this leave at the same time.

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

1) The individual request of the teacher

2) Prior record of the teacher

3) Unusual circumstances

4) The fact that similar absence requests may or may not be approved in the future

5) Prior disapproval of the request

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

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

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

6. **LEAVE OF ABSENCE FOR SICKNESS**

a. Teachers who have become permanently employed may, in the event of illness, submit to a medical examiner of the Milwaukee Health Department a written statement signed by a physician duly licensed to practice medicine in the state of Wisconsin (or if not licensed in Wisconsin, a physician duly licensed to practice medicine in the state in which located and accepted by a medical examiner of the Milwaukee Health Department as reputable and competent) in which a leave of absence is recommended and setting forth the nature, severity, and anticipated duration of the illness; or, in lieu thereof, may request an examination by a medical examiner of the Milwaukee Health Department, or may submit to the superintendent a certificate of an authorized Christian Science practitioner in which

a leave of absence is recommended and indicating the anticipated duration of the absence, certifying that such person is under Christian Science treatment. Upon the recommendation of the Milwaukee Health Department or Christian Science practitioner to the superintendent, and the superintendent's recommendation to the Personnel Committee and approval by the Board, such person may be granted a leave of absence for illness and be entitled to accumulated sick leave at full or half pay, as the case may be, to the end of the semester or of the school year, subject to curtailment of the leave as provided in Part III, Section H(11), of this contract.

b. In any school year, a teacher shall be allowed, in the event of personal illness or quarantine duly so attested by the principal, thirty-two and one-half (32.5) days in addition to the twelve and one-half (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 forty-five (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 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 twenty (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.

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

9. **CONTROL OF SICK LEAVE**

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

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

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

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

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

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

b. For purposes of determining eligibility under this provision, absences covered under Part III, Section G(4)(g), of the contract are exempt.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. LEAVES OF ABSENCE

1. FOR INJURY, COMPENSABLE DISEASE, OR OTHER CASUALTIES

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

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

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

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

b. Any teacher who is absent because of an injury or disease compensable under the Wisconsin Worker's Compensation Law and who selected either worker's compensation or sick leave benefits shall be entitled to receive full salary for the first eighty (80) school days of temporary total disability in lieu of compensation under the Worker's Compensation Law or sick leave benefits for said period. Such days of absence, not to exceed eighty (80) days for any individual in any school

year, shall not be deducted from the sick leave credit of the teacher. If the IRS rules that money received in lieu of compensation is not subject to social security or taxes, the total compensation paid to the employee shall not exceed one hundred percent (100%) of net compensation previously received by the employee.

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

d. Effective on the first day of the month following the date the MTEA notifies its members that the PPA is an acceptable option, an employee absent as a result of injury or disease compensable under the Wisconsin Worker's Compensation Law shall be reimbursed by the Board for any health insurance premiums paid by the employee up to the annuity effective date if the employee is subsequently approved for disability pension by WRS and the primary reason for the disability pension is a direct result of the injury or disease as determined under the Wisconsin Worker's Compensation Law. As of the annuity effective date, the eligibility for continuation of health insurance will be in accordance with Part III, Section B(17) and (18). The MTEA agrees to study the Board's worker's compensation Preferred Provider Arrangement (PPA). If the MTEA finds the PPA to be an unacceptable option, the MTEA will work with the Board to resolve the MTEA's concerns. As soon as the PPA is found to be acceptable to the MTEA, the MTEA shall inform its members of that acceptability.

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

2. **MATERNITY LEAVE**

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

1) **TEMPORARY DISABILITY LEAVE**. Temporary disability leave constitutes the period the employee's doctor certifies she is medically unable

to work because of pregnancy or complications arising therefrom. This certification shall be promptly furnished in writing to the Division of Staffing Services. Temporary disability leave is treated in accordance with sick leave and other related provisions of this contract.

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

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

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

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

4) **TEACHER RE-EMPLOYMENT AFTER USING OPTION 2 OR 3 ABOVE**. Teachers electing leave under option 2 or 3 above, shall be considered out of assignment and shall be returned to employment subject to reassignment under Part III, Section H(11) (Curtailment of Leave); or Part III,

Section H(12) (Return After Leave of Absence); and under Part V, Section J (Assignment to a Particular School).

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

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

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

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

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

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

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

a. Upon recommendation of the superintendent and approval by the Board, teachers, having permanent tenure who have rendered satisfactory service in the Milwaukee Public Schools (MPS), may be granted a leave of absence for study, research, work on a dissertation or thesis, or special teaching assignments involving probable advantage to the system for one (1) year or for one (1) semester without pay. The regular salary increment accruing during such period shall be

allowed, subject to the superintendent's approval of evidence of the courses completed in the case of leave for study, or of research, work on a dissertation or thesis, or teaching service performed in accordance with a prior-approved program.

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

1) Twenty-five (25) sabbatical leaves shall be granted as requested each year. The superintendent shall determine the number beyond twenty-five (25) on the basis of budgetary limitations for the following school year. By August 1 and December 1 of each year, the Board shall provide a list to the MTEA of those 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 fifty percent (50%) 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 (1) of the courses being taken or drops one (1) course being taken, where such course does not exceed three (3) credits, he/she shall be paid a percentage equal to the credits earned with an acceptable grade, divided by the nine (9) semester credits required, multiplied by fifty percent (50%) 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 (1) 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 (1) 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 between the governing bodies of the school administrative districts concerned and shall include, among other appropriate provisions and requirements, provisions for each of the following:

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

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

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

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

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

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

7. **LEGISLATIVE LEAVES**. Upon election to full-time political office, teachers shall be granted leaves of absence for a length of time to concur with the term of office. Subsequent extensions of this leave shall be granted upon re-election to office or upon election to another full-time political office. However, the teacher so excused shall each

year, on or before the anniversary date of the granting of such leave, express in writing his/her desire to remain on leave of absence, and his/her desire to return to his/her previous position upon termination of his/her term of office. No increment benefits will be gained during such period of time.

8. **MILITARY LEAVE**

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

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

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

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

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

4) Teachers serving in the three (3)-year probationary period at the time of entry into the military service shall be required, as a condition precedent to

obtaining permanent tenure, to render actual teaching service for three (3) years.

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

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

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

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

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

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

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

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

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

10. **DURATION OF LEAVES**

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

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

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

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

11. **CURTAILMENT OF LEAVE**

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

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

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

12. **RETURN AFTER LEAVE OF ABSENCE**

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

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

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

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

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

I. TAX DEFERRED ANNUITY PLANS

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

J. APPLICATION OF EMPLOYEE BENEFITS PRIOR TO REGULAR YEAR

1. Health insurance for employees beginning work previous to the regular school year shall be available as set forth in Part III, Section B(6), of the contract.

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

K. SEVERANCE PAY

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

L. EARLY RETIREMENT FUND

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

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

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

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

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

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

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

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

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

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

10. Effective January 15, 1991, a joint committee composed of the director of the MPS Department of Human Resources and the executive director of the MTEA, and any other person(s) either may designate, shall examine the operation of the MPS Teacher Early Retirement Plan. The examination shall include the written codification of the current early retirement plan and, if necessary, the modification of the existing documents so that the plan meets all applicable requirements of the Internal Revenue Service Code.

PART IV

TEACHING CONDITIONS AND EDUCATIONAL IMPROVEMENTS

A. SCHOOL YEAR

The regular school year shall be one hundred ninety-one (191) days. Where the school year is extended beyond one hundred ninety-one (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 two hundred (200) days commencing one (1) week before the teachers return and ending four (4) days after the close of school. Where the school year is extended beyond

two hundred (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 8:25 a.m. and end seven (7) hours and thirty-three (33) 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 seven (7) hours and thirty-three (33) minutes after the starting time.

c. The normal school day for elementary school faculty shall begin no sooner than 7:45 a.m. or later than 9:00 a.m. and end six (6) hours and fifty (50) minutes after the starting time.

d. The normal school day for the K-8 school faculty shall begin no sooner than 7:45 a.m. nor later than 9:00 a.m. and end seven (7) hours after the starting time. Teachers will have five (5) hours and fifty (50) minutes of student contact time and a forty-five (45)-minute duty-free lunch. Five (5) minutes will be designated for special help, ten (10) minutes individual preparation, and ten (10) minutes of common planning time.

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

f. The normal workday for school social workers shall be from 8:00 a.m. to 4:30 p.m. provided, however, that if the school social worker is in the field and completes the day's assignment at 4:00 p.m. (where the school closes at 4:00 p.m.), there shall be no need for the school social worker to return to the school office. Required school social worker staff meetings that may extend to one-half (.5) hour

beyond the regular working hours (4:30 p.m.), when necessary, shall be limited, except in special situations, to once a month.

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

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

3. **ADDITIONAL ASSIGNMENTS**

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

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

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

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

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 school-wide nature, for which no additional compensation is paid or released time allowed, shall not exceed three (3) hours per week. One (1) 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 (3)-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 school-wide nature, for which no additional compensation is paid or release time allowed, shall not exceed two (2) hours per week. One (1) 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 (2)-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 (3) 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 and one-half (2.5) 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, b, and c. The administration shall notify the teachers of the dates of inservice and the expected duration of the inservice or faculty meeting at least one (1) calendar week prior to the inservice or faculty meeting date if it is to last longer than one (1) hour.

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

5. **ADDITIONAL PAID ASSIGNMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

6. **LUNCH PERIOD**

a. Teachers shall be entitled to a duty-free lunch period equal in length to a normal class period in high school, no less than fifty (50) minutes in the middle school, and no less than one (1) hour in the elementary school. When an elementary teacher moves from one (1) school to another, he/she shall receive travel time in addition to the lunch period. Where travel time is restricted between a morning and afternoon assignment, teachers shall be released fifteen (15) minutes prior to dismissal time. Kindergarten teachers, in lieu of being released fifteen (15) minutes prior to dismissal time, shall be paid one-half (.5) of an hour at the part-time certificated hourly rate for each day traveled. When hazardous conditions exist, kindergarten teachers who must travel to reach their afternoon school shall be released up to fifteen (15) minutes. One (1) teacher per lunchroom, supported by educational assistants within the limitations of the allocation, shall be used to supervise elementary school lunchrooms. However, if the principal, after consultation with the teaching staff, determines that the safety of the children requires additional supervision, he/she may assign an additional teacher per lunchroom for supervision. In the elementary school, where voluntary noon paid supervision is not in effect, assignment to noon supervision shall be made on a rotating basis with regular payment for such noon supervision prorated, with the provision that in no case shall such assignment be made for more than one-half (.5) of the lunch period.

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

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

7. **DEPARTMENT CHAIRPERSON**. When a department has fifty (50) sections of classes or a major portion thereof, the chairperson of that department will be given a released period. If a department does not qualify, it will be combined with one (1) or more others to qualify for released time. Where small departments are combined to qualify for released time, every effort will be made to provide released time during the semester for these chairpersons. A released period for small departments may be shared

on a proportional basis. If it is not possible to release a chairperson in the manner prescribed, a chairperson not so released will be paid in the following manner:

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.

8. **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.

9. **SECONDARY CLASSROOMS**. Principals shall attempt, where possible, to limit the number of classroom assignments, exclusive of homeroom, to three (3). 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 condition to the extent that the district is provided with such information. The disclosure shall occur as soon as possible following the examination.

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

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

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

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

8. When it becomes necessary to release the regular teacher or diagnostic teacher to meet with the multi-disciplinary team during the regular school day, provision shall be made to relieve such teacher from classroom responsibilities in accordance with Part IV, Section B(5).

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

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

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

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

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

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

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

E. BUILDING SECURITY

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

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

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

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

5. Any student making a direct or implied threat to any faculty member shall immediately be referred to the principal or his/her designee with a 72 card for disciplinary action. The principal or his/her designee shall exclude that student from the teacher's class or assignment until a conference is held between the student, the parent, the principal, and the teacher involved. Upon request of the teacher, the principal shall notify the Milwaukee Police Department.

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

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

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

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

F. DISCIPLINE

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

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

When the teacher recommends a particular disciplinary action for a student who poses a

physical threat to the teacher's safety and the administrator processing the referral does not concur, the administrator shall communicate with the teacher in writing why he/she did not follow the recommendation.

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

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

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

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

7. Any reasonable and appropriate means including the use of physical force may be used by school personnel to prevent a threatened breach of discipline or to stop a continuing breach of discipline. It is expected that physical force will be used only when other means for preventing a breach of discipline or stopping its continuance have been ineffective. Any reasonable and appropriate means, but not including the use of physical force (corporal punishment) may be used in relation to any breach of discipline which has been completed. Corporal punishment may not be used; however, reasonable physical force may be used in self-defense. Self-defense is permissible where a teacher finds it necessary to defend himself/herself or a third person, where the teacher reasonably believes that such action is necessary for the safety of himself/herself or a

third person. Self-defense means the use of such force as is necessary to protect oneself. It does not mean that any additional force may be used or that force may be used after the individual is no longer in danger.

8. **DISRUPTIVE BEHAVIOR MEASURES**

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

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

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

e. MTEA may, in its sole discretion, inform the Board on or after July 1, 1991, in writing of its decision to delete paragraph d. If MTEA chooses to make such deletion, the following shall occur:

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

2) The language of this addition to Part IV, Section F(8), shall cease to exist as of July 1, 1992.

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 Services, 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 thirty (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 (5) workdays to the Office of the Superintendent.

2. **ADMINISTRATIVE VERIFICATION**

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

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

3. **CONFERENCE WITH SUPERINTENDENT**

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

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

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

H. EXPERIENCE CREDIT FOR TEACHERS

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

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

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

4. Experience as a member of the Peace Corps or teaching experience with the Armed Forces Dependent Schools will be given experience credit in a manner similar to

that given honorable military service. Credit for honorable military service shall be granted equal to one (1) service increment for each nine (9) months of active service in accordance with Appendix A.

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

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

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

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

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

If the required documentation is received after the above deadlines, the reclassification will be retroactive to the beginning of the semester in which the documentation was received. If the documentation is received during the Milwaukee Public Schools summer recess, reclassification is effective at the beginning of the immediately

following fall semester.

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

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

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

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

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

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

I. INSERVICE AND TUITION REIMBURSEMENT

1. INSERVICE

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

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

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

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

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

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

c. When voluntary inservice is scheduled:

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

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

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

4) The MTEA shall receive a minimum of ten (10) 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 twelve (12) 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.

3. **READING TRAINING**. The Board shall provide tuition reimbursement within budgeted limits for elementary teachers who do not have six (6) 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.

b. Teachers may be given tuition for the appropriate courses not exceeding six (6) hours.

c. Teachers must earn acceptable grades in the courses.

d. Hours earned will be counted toward salary adjustments.

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

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

interested in teaching mathematics who are not certified in the area may apply for tuition reimbursement for courses leading to certification. In addition, the Board, from time to time, may identify other areas of certification or training for which reimbursement will be granted. Notification shall be given to the MTEA of the new areas of certification and/or training. Tuition reimbursement will be provided based on the following:

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

b. Teachers must earn acceptable grades in the course.

c. Hours earned will be counted toward salary adjustments.

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

J. NEW TEACHERS AND SCHOOL SOCIAL WORKERS ORIENTATION

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

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

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

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

K. FACULTY LOUNGES

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

L. TEACHER INVOLVEMENT

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

M. TEACHER AND SCHOOL SOCIAL WORKER EVALUATIONS

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

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

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

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

   b. At three (3)-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 forty-eight (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 recommendation for transfer. Where the teacher does not concur and upon request of the evaluator(s) or teacher, the MTEA and the director, Department of Administrative Services, or administrative specialist shall confer in the building with all parties to resolve the problem. If, as a result of the conference, the director, Department of Administrative Services, or administrative specialist concurs in the recommendation of the evaluator(s) and before any action is taken in the matter, they shall:

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

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

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

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

a. The hearing shall be held within ten (10) workdays to hear the charges and the responses before the superintendent or his/her designee, at which time the teacher may be represented by the MTEA, legal counsel, or any other person of his/her choosing. Within five (5) workdays of the hearing, the teacher and MTEA shall be notified of the decision relative to the charges in writing and reasons substantiating such decision. Such decision shall be signed by the superintendent. Where the MTEA requests a delay in conferences beyond the

time limits of the contract, all dates used in this paragraph will be adjusted to reflect this delay.

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

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

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

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

11. a. Should there be any dispute between the MTEA and the administration concerning just cause for their action, 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 conclude the arbitration hearing prior to June 15. The arbitrator shall be requested to issue his/her decision prior to July 15.

b. Should there be any dispute between the MTEA and the administration concerning the administration's unsatisfactory evaluation and recommendation

for non-renewal of any non-tenured teacher, hired after the ratification of the 1990-92 Board/MTEA contract but before August 28, 1996, it shall be subject to final and binding arbitration in accordance with the final step of the grievance procedure. In arbitration, the administration shall be required to establish that there exists a factual and rational basis for the unsatisfactory evaluation and recommendation for non-renewal of the non-tenured teacher which is measured by a preponderance of the evidence. The parties to this contract shall make all reasonable efforts to conclude the arbitration hearing prior to June 15. The arbitrator shall be requested to issue his/her decision prior to July 15. Part IV, Section M(10)(b), shall cease to exist effective June 30, 1995.

NON-RENEWAL OF NON-TENURED TEACHERS HIRED ON OR AFTER AUGUST 28, 1996:

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

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

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

f. Paragraphs c, d, and e of this section shall sunset on June 30, 2001.

12. A non-tenured teacher, hired for the fall semester, who receives an unsatisfactory evaluation, may, with the consent of the administration, waive the April 1 notice date. June 1 shall become the new notice date. Any new teacher hired for the spring semester

who receives an unsatisfactory evaluation shall have June 1 as the notice date. Where any teacher receives June 1 as his/her notice date, the following time schedule shall prevail:

July 15 -- Hearing before the Personnel Committee

July 20 -- Decision by Committee

August 5 -- Arbitration hearing

August 15 -- Arbitrator's decision

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

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

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

c. An evaluation in a long-term assignment, forty-five (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 (1) day of service, but shall be evaluated after three (3) 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 (1) 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.

N. ALLEGATIONS OF MISCONDUCT

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

a. The principal or supervisor shall promptly notify the teacher on a form memo that an accusation has been made against the teacher, which if true, could result in proceedings under Part IV, Section N, of the contract. The memo will also indicate that it will be necessary to confer on the matter and that at such conference the teacher will be allowed to be represented by the MTEA, legal

counsel, or any other person of his/her choice. This notice shall be followed by a scheduled personal conference during which the teacher will be informed of the nature of the charges of alleged misconduct in an effort to resolve the matter. Resolution of "day-to-day" problems which do not have a reasonable expectation of becoming serious will not necessitate a written memo.

b. If the matter cannot be resolved under subsection a, the principal or supervisor, within five (5) workdays of the conclusion of such conference, shall specify the charges in writing and provide them to the teacher and the MTEA, with a copy to the director, Department of Administrative Services, or administrative specialist. The director, Department of Administrative Services, or administrative specialist shall hold a conference on a date which is both agreeable to the MTEA or the alternative primary representative of the teacher and within ten (10) workdays after the receipt of the principal's or supervisor's letter by the MTEA. The teacher may be represented at the conference by the MTEA, legal counsel, or any other person of his/her choice.

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

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

e. 1) **NON-TENURED**. Where the superintendent, after review of the MPS Department of Human Resources' director's recommendation, recommends dismissal of a non-tenured teacher or suspension of a teacher, the teacher may, within ten (10) workdays of receipt of the decision of the superintendent, request a hearing before the Personnel Committee which

shall be held within forty-five (45) workdays of the request. The Committee, after a full and fair hearing which shall be public or private, at the teacher's request, shall make a written decision specifying its reasons and the action and recommendations, prior to the next full meeting of the Board.

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

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

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

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

a. The delay is requested by the teacher.

b. The delay is necessitated by criminal proceedings involving the teacher.

c. Where, after the administrative inquiry, probable cause is found to believe that the teacher may have engaged in serious misconduct.

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

O. PARENT CONFERENCE DAYS

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

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

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

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

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

P. EDUCATIONAL ASSISTANTS

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

Q. TEXTBOOKS, RESOURCE GUIDES

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

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

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

R. MTEA AND TEACHER REPRESENTATION

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

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

S. SCHOOL FUND, BOARD RULES, AND LOCATIONAL BUDGET

1. **SCHOOL FUND PROCEDURE**. The school administration will prepare a booklet of administrative procedures relative to the use of the school funds which shall be furnished to the MTEA on September 1, 1975, and updated thereafter. At least once each school year, the status of the school fund will be discussed with the staff, and

procedures for use of the school funds by faculty shall be presented after the completion of the Administrative Procedures Booklet.

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

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

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

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

T. OTHER TEACHING CONDITIONS AND EDUCATIONAL IMPROVEMENTS

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

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

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

4. **PHYSICALLY UNATTACHED SITES**. Teachers assigned to sites physically separated from a school will work under the direction of a principal if the site is attached to a regular school, or under the direction of a project director, or supervisor

having responsibility for the program.

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

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

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

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

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

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

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

U. COMMUNICABLE DISEASES

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

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

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

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

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

PART V

TEACHER ASSIGNMENTS AND REASSIGNMENTS

A. ASSIGNMENT

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

B. ASSIGNMENTS WITH TEACHING CERTIFICATE

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

C. ASSUMPTION OF TEMPORARY ADMINISTRATIVE DUTIES

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

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

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 April 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 five hundred dollars ($500) as liquidated damages if they have not provided written notice to the Department of Human Resources, Certificated Staffing, at least thirty (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).

F. SENIORITY DEFINITION

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

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

G. REASSIGNMENT

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

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

2. **VOLUNTARY TRANSFERS**. Request for reassignment from teachers seeking transfers shall be listed in terms of majors and minors or in terms of grades taught. In

the interest of expediting assignments, the initial round of reassignments are to be processed on the basis of applications on file by June 1 of each year in vacancies known up until July 1 of each year. For teachers who do not receive a reassignment in the initial round, the second round of reassignments are to be processed on the basis of applications on file by June 1 for vacancies which become known from July 2 through and including July 31. MPS staffing specialists and MTEA staff members shall jointly process the second round of reassignments. Where schools are restaffed at midyear, reassignments will be processed on the basis of requests on file by December 15 of each year to vacancies known up until December 15.

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

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

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

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

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

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

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 (3) 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 needed[1], 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. Established tuition reimbursement procedures shall apply. For each three (3) credits or other non-credit additional qualifications beyond DPI certification, teachers shall be

[1] See footnote 2, p. 115.

given one (1) full semester to complete said three (3) credits of additional qualifications. The foregoing timelines will be extended if courses are not readily available. Where teachers have left an assignment, pursuant to a specific provision of this contract, they shall be reassigned in accordance with the following order of priorities:

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

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

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

2. Whenever there are two (2) or more qualified teachers to fill a vacancy in any one (1) of the above categories, preference shall be given to the teacher or teachers with the greatest system-wide seniority. The MTEA recognizes that there may be an occasion where departmental, extracurricular, kindergarten, primary, intermediate, upper grade level, or counseling needs cannot be met in a specific instance through the provisions of this section. In such instance, the administration will give the teacher, upon request, reasons for the departure from these provisions. If the teacher requests, such reasons shall be reduced to writing.

K. STAFFING OF SPECIALTY SCHOOLS

1. **EXISTING TOTALLY SPECIALIZED BUILDINGS**. In any school which has a program in a special mode of instruction such as but not limited to open education, fundamental education, continuous progress, multi-unit individually guided education, teacher pupil learning center, gifted and talented, and creative arts, vacant positions will be filled from a list of qualified applicants. In the event the Board decides to establish 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 establishment of qualifications beyond DPI certification. Established tuition reimbursement procedures shall apply. For each three (3) credits or other non-credit additional qualifications beyond DPI certifications, teachers shall be given one (1) full semester to complete said three (3) credits of additional qualifications. Extensions to this timeline will be granted when courses are not readily available.

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

a. Previous experience in the particular specialty.

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

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

Teachers assigned to a specialty school during the 1976-77 school year are qualified for that specialty in terms of the above criteria. One (1) inservice program designed for that specialty and offered for the teachers in the specialty may be required. Said programs shall not exceed sixty (60) hours over the three (3) years of the contract, the dates of said programs to be negotiated with the MTEA. In the event the Board decides to establish additional qualifications beyond those established by the DPI, the Board shall

[2] For example, a physical education teacher position in one (1) particular school may require the services of a teacher with life guard training and water safety skills. Qualified applicants for this position must express interest in this vacancy by filing an application, have the basic DPI physical education certification for the secondary level, and must either have acquired life guard training and water safety skills or will have acquired the above skills before actually beginning said assignment.

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

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

A qualified applicant is a teacher who has expressed an interest in the vacancy by filing an application, has the basic DPI certification and an American Montessori Society or Association Montessori Internationale certification required, possesses all additional qualifications established by the Board, and is willing to participate in inservice programs designed for teachers in the specialty, if such inservice is deemed to be necessary. In the event the Board decides to establish 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 establishment of qualifications beyond DPI certification. Established tuition reimbursement procedures shall apply. For each three (3) credits or other non-credit additional qualifications beyond DPI certifications, teachers shall be given one (1) full semester to complete said three (3) credits of additional qualifications. Extensions to this timeline will be granted when courses are not readily available.

In any elementary school which is a second language proficiency school, vacant positions will be filled from a list of qualified applicants. A qualified applicant is a teacher who has expressed an interest in the vacancy by filing an application, has the basic DPI certification required for the grade level and subject, possesses all additional qualifications established by the Board, and can speak, read, and write the school's second language. In the event the Board decides to establish 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 establishment of qualifications beyond DPI certification. Established tuition reimbursement procedures shall apply. For each three (3) credits or other non-credit additional qualifications beyond DPI certifications, teachers shall be given one (1) full semester to complete said three (3) credits of additional qualifications. Extensions to this timeline will be granted when courses are not readily available.

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

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

a. Qualified applicants currently at the school

b. Other qualified applicants

For elementary specialties or modes of instruction, a qualified applicant is a teacher who has the applicable qualifications set forth in paragraph 1 plus all additional qualifications established by the Board. For secondary specialties, the applicant must also have the applicable qualifications set forth in paragraph 1 and all additional qualifications established by the Board, but in particular instances may also be required to have specific training or a specific skill.[3] In the event the Board decides to establish 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 establishment of qualifications beyond DPI certification. Established tuition reimbursement procedures shall apply. For each three (3) credits or other non-credit additional qualifications beyond DPI certifications, teachers shall be given one (1) full semester to complete said three (3) credits of additional qualifications. Extensions to this timeline will be granted when courses are not readily available.

In any school which has a bilingual program, vacant positions requiring the second language will be filled from a list of qualified applicants. A qualified applicant is a

[3] See footnote 2, p. 115.

teacher who has expressed an interest in the vacancy by filing an application, has the basic DPI certification required for the grade level and subject, possesses all additional qualifications established by the Board, and can speak, read, and write the school's second language. In the event the Board decides to establish 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 establishment of qualifications beyond DPI certification. Established tuition reimbursement procedures shall apply. For each three (3) credits or other non-credit additional qualifications beyond DPI certifications, teachers shall be given one (1) full semester to complete said three (3) credits of additional qualifications. Extensions to this timeline will be granted when courses are not readily available.

Assignment of qualified applicants to vacancies will be made first from applicants within the school in the order of system-wide seniority and second from other applicants on the basis of system-wide seniority to vacancies known by July 1 or by the date on which the general assignment of students to schools occurs, whichever date comes later. In the event the Board decides to establish 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 assignment who must obtain additional credits as a result of the establishment of qualifications beyond DPI certification. Established tuition reimbursement procedures shall apply. For each three (3) credits or other non-credit additional qualifications beyond DPI certifications, teachers shall be given one (1) full semester to complete said three (3) credits of additional qualifications. Extensions to this timeline will be granted when courses are not readily available.

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

a. From qualified applicants currently at the school in order of system-wide seniority.

b. From other qualified applicants in order of system-wide seniority.

For an elementary program or school, a qualified applicant is a teacher who has the applicable qualifications set forth above in paragraph 1 plus all additional qualifications established by the Board. For secondary programs or schools, the applicant must also have the applicable qualifications set forth in paragraph 1 and all additional qualifications established by the Board, but in particular instances may also be required to have specific training or a specific skill.[4] In any school which has a bilingual program, a qualified applicant for vacant positions requiring a second language will be the same as that set forth in paragraph 2 including all additional qualifications established by the Board. The cutoff date for the use of the seniority provision is the same as that described in paragraph 2. In the event the Board decides to establish 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 assignment who must obtain additional credits as a result of the establishment of qualifications beyond DPI certification. Established tuition reimbursement procedures shall apply. For each three (3) credits or other non-credit additional qualifications beyond DPI certifications, teachers shall be given one (1) full semester to complete said three (3) credits of additional qualifications. Extensions to this timeline will be granted when courses are not readily available.

In the special case of Rufus King College Preparatory School to be opened for the 1978-79 school year, teacher qualifications (as defined in K,1, with the exception of inservice training) based upon curricular needs plus all additional qualifications established by the Board, will be used. In all other respects paragraph 3 applies. In the event the Board decides to establish 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 establishment of qualifications beyond DPI certification. Established tuition reimbursement procedures shall apply. For each three (3) credits or other non-credit additional qualifications beyond DPI certifications, teachers shall be given one (1) full semester to complete said three (3) credits of additional qualifications. Extensions to this timeline will be granted when courses are not readily available.

4. **STAFF COMPATIBILITY WITH A SPECIALIZED PROGRAM**. If a

[4] See footnote 2, p. 115.

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 fifteen (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 (7) workdays when notification for that position(s) was mailed.

When there is an increase or decrease in the number of positions within a particular program of social work services, and if changes in school assignments are necessary,

school assignments shall be made on a fair basis, after a discussion with those social workers whose school assignments are planned to be changed.

M. FILLING VACANCIES

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

N. ABSENCE BEYOND FORTY-FIVE (45) DAYS

Any employee defined as a teacher in 40.02(55) of the Wisconsin Statutes who is absent for more than forty-five (45) school days during a half year shall present a certificate of satisfactory state of health for public school teaching service from a medical examiner of the Milwaukee Health Department, and at least three (3) days prior to resumption of service, shall give written or oral notice to the superintendent of intention to return.

O. OUT OF ASSIGNMENT

A teacher shall be considered out of assignment under any one (1) of the following conditions:

1. If absent more than sixty (60) school days during a semester.

2. If absent the first day of the school year without notice to central services giving a good and sufficient reason for the prospective absence.

3. Upon being granted a leave of absence.

P. REASSIGNMENTS THROUGH SCHOOL INTERVIEWS

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

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

2. Schools/programs may become eligible to participate in the interview process by a

vote of at least fifty-one percent (51%) 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 the first two (2) weeks of February. On or before the third Friday in February, the principal/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 by May 1, shall be filled through a process of school-based interviews as follows:

a. As soon as possible after May 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 three (3) workdays after the posting date of the vacancy list. The meeting(s) will be held at the school/ program site during the next six (6) 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 (3) workdays after the completion of the six (6)-day period for school informational meetings.

f. The school interview process shall occur in approximately two (2)-week cycles. The first cycle of school interviews shall be limited only to currently employed certified MPS teachers. On or before the last day of this approximate ten (10)-workday cycle, the school/program shall forward the applications of the selected teachers to the MPS Certificated Staffing office (faxes are permissible).

g. Within five (5) 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. Cycle two of the interview process shall include current employed certified teachers, student teachers, and interns who have been offered a contract for the next school year and new hires to MPS who have been offered individual contracts by MPS Certificated Staffing. Cycle two shall also occur for approximately two (2) weeks. On or before the last day of this approximate ten (10)-workday cycle, the school/program shall forward the applications of the selected teachers to MPS Certificated Staffing (faxes are permissible). Reassignments made during this cycle shall occur the same as (g) above.

j. The approximate two (2)-week cycles listed above shall continue during the months of June and July. The school interview process shall not occur during the month of August and shall begin again with the third Friday staffing in September 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

l. Teacher interviews shall be conducted by the school's/program's interview team, consisting of an on-site administrator, teachers, and at least one (1) parent. A majority of the team shall be teachers. Schools/programs have the

option of establishing more than one (1) 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.

q. Representatives of MPS Certificated Staffing and the MTEA shall meet in March 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 (3) years.

6. For schools that do not have an on-site administrator, an interview team shall consist of one (1) parent of a student attending the school and two (2) teachers assigned to the school, elected in accordance with paragraph 2 above.

7. If a teacher assigned to a school believes that he/she is incompatible with the school, that teacher shall confer with his/her evaluator(s). An incompatibility evaluation form shall be written and the teacher shall, at the earliest opportunity, be reassigned to another MPS school or be placed on day-to-day assignment. Teachers who have received an unsatisfactory evaluation form may not be reassigned under this provision. When the transfer is made, the evaluation form shall be destroyed and there shall be no documentation of the reassignment in the permanent file of the teacher.

8. Any school which has participated in the interview process for at least two (2) staffing cycles may revoke that authority based upon an affirmative vote of at least fifty-one percent (51%) of the teaching staff assigned to the school.

Q. SCHOOL RECONSTITUTION PROCESS

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

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

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

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

2. Commencing in February, following identification of a school for reconstitution, staff members at the school shall begin the process of inservice/planning required to develop a comprehensive educational plan for the school. Time for the staff to engage in the planning process may be provided by any combination of the following:

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

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

c. Each week teachers may be required to attend a one (1)-hour, after-school plan development/inservice meeting for the entire teaching staff related to reconstitution. The maximum amount of time teachers shall be required to attend these meetings shall not exceed four (4) hours per month (inclusive of the two and a half (2.5)-hour requirement contained in Part IV, Section B(3)(d), of the contract). With agreement of the teaching staff (two-thirds vote), the four (4) hours per month may be scheduled as two (2), two (2)-hour blocks of time per month, or in any other manner not to exceed four (4) hours per month during the school year. Teachers shall attend inservices without additional compensation in accordance with Part IV, Section B(3)(d), of the contract. Teachers shall be paid at the part-time certificated rate of pay for attending inservices beyond the two and a half (2.5)-hour limit in Part IV, Section B(3)(d), and at the individual hourly rate for participating in plan development sessions.

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

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

4. The educational plan shall then be submitted to a broadly-based MPS Districtwide Reconstitution Committee comprised of no more than seven (7) members appointed by the superintendent. The committee shall contain MPS administrators and community members and at least one (1) member recommended for appointment by the MTEA. The educational plan shall be submitted to the committee after it is complete, but no later than November 1 of the school year following identification of a school for reconstitution.

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

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

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

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

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

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

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

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

b. After the new plan has been approved by the superintendent, each teacher-unit staff member shall have the opportunity to determine if he/she is incompatible with the new educational plan. If so, the staff member shall be treated as excessed and reassigned in accordance with the provisions of Part V of the contract prior to implementation of the new educational plan.

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

7. The parties understand that the provisions of Part V, Section Q, (School Reconstitution Process), are experimental in nature and shall expire upon one (1) year notice by either party to the other of its intent to sunset the provisions. Such notice shall not be given before June, 2000.

PART VI

SUMMER SCHOOL

A. ASSIGNMENT

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

B. LENGTH OF ASSIGNMENT

When the applications from qualified teachers employed by the Board for summer school teaching positions exceed the job positions available, all applicants not assigned to the summer school staff in any year shall be considered first for assignment during the following summer school program if they apply. To assure some continuity, teachers assigned to the summer school staff shall be eligible to serve for two (2) successive summer school terms, provided summer school subjects or programs for which they qualify are being offered the second year. Teachers will not be eligible for assignment the third successive summer term, except where a lack of eligible applicants necessitates such assignment. In interpreting the above language, the following priority shall be used when filling summer school teaching assignments:

1. Any teacher who has completed the first year of a two (2)-year term must be given first priority if the teacher applies for the second year.

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

3. Any other teacher applicants who qualified and who were not assigned the previous year shall be given third priority. These may be experienced teachers who have not applied for a year or two (2) or who had applied the previous year but refused the assignment after May 1 if offered prior to that date.

4. Teacher applicants who have completed two (2) successive years or more of summer employment shall be given fourth priority.

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

6. Late applicants shall be given sixth priority.

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

Hiring of teachers within each of the above priorities shall be based on hiring those teachers who have taught the least number of summer schools within the last five (5) years first, and if that is equal, the teachers shall be hired in order of seniority, from the most senior to least senior.

A person who works as a substitute replacing a teacher hired from the priority list shall not have that employment count as a summer school taught for determining his/her priority for the following summer. A substitute for purposes of this paragraph shall not mean a teacher hired to replace another from the priority list within the first three (3) days of summer school.

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

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

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

C. ORIENTATION

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

D. SUMMER SCHOOL DEPARTMENT CHAIRPERSON

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

1. One (1) additional day of five (5) hours prior to the opening of school. Adding seventy percent (70%) of the daily salary of the department chairperson will be allowed.

2. One (1) additional day of five (5) hours at the close of summer school or the equivalent at seventy percent (70%) of the daily salary of the teacher will be paid at the end of the summer school. This time may be served in the afternoon of the last week and five (5) hours of service in that week shall be certified as a day of pay at the seventy percent (70%) rate.

3. Up to five (5) hours of time at the discretion of the principal at the certificated hourly rate will be paid during the summer session.

E. PAYROLL AND HIRING PRACTICES

1. Each teacher shall be paid seventy percent (70%) of his/her daily rate. Effective July 1, 1991, salary increases effective July 1, shall be implemented for the duration of the summer assignment.

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

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

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

5. Salary deductions for absence or tardiness are based on a five (5)-hour day as compared to an eight (8)-hour day during the regular school year.

PART VII

GRIEVANCE AND COMPLAINT PROCEDURE

A. PURPOSE

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

B. DEFINITIONS

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

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

3. A continuing grievance or complaint is a situation where the time limits have been exceeded, but the condition continues to exist. Each day may constitute a new grievance or complaint. However, there shall be no retroactivity prior to the date of the filing of the written grievance or complaint, except that in the case of errors having a monetary impact not occurring as a result of teacher negligence, corrected payment shall be made retroactive for a period not to exceed one (1) year.

C. RESOLUTION OF GRIEVANCE OR COMPLAINT

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

D. STEPS OF GRIEVANCE OR COMPLAINT PROCEDURE

Grievances or complaints shall be processed as follows:

FIRST STEP. Where a complaint is involved, a teacher shall, within five (5) workdays after he/she knew or should have known of the incident, submit the same to the principal orally. Where a grievance is involved, the teacher shall promptly, but in no case longer than thirty (30) workdays after he/she knew or should have known of the incident, submit

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

SECOND STEP. If the grievance or complaint is not adjusted in a manner satisfactory to the employee or the MTEA within five (5) workdays after receipt of the written answer, then the grievance or complaint may be set forth in writing by a representative of the MTEA. The grievance shall set forth the particular section of the contract under which the grievance is brought. Either the grievant and the MTEA shall sign the grievance or complaint, or the MTEA shall sign the grievance or complaint naming the individual(s) affected.

Copies of the same shall be transmitted to the director of the Division of Labor Relations for transmittal to the appropriate department head for discussion. Such discussion shall be held within ten (10) workdays at a mutually convenient time arranged by such department head. Within ten (10) workdays after discussion, a disposition of the grievance or complaint shall be written and distributed with a copy for the MTEA and the grievant or complainant.

THIRD STEP. If the written grievance or complaint is not adjusted in a manner satisfactory to the teacher or the MTEA within ten (10) workdays of the written disposition of the department head, it may be presented to the superintendent or his/her designee for discussion. Such discussion shall be held within ten (10) workdays at a mutually convenient time fixed by the superintendent or his/her designee. Within ten (10) workdays thereafter, the superintendent shall send a written disposition to the MTEA.

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

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

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

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 thirty (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 (8) weeks. If briefs are to be filed, a period of up to three (3) 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 (2) weeks, upon request for extenuating circumstances. If, after the initial three (3) weeks for filing briefs, either party fails to request a two (2)-week extension, or if after requesting a two (2)-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.

g. The arbitrator's award shall be transmitted within three (3) weeks after the receipt of briefs, except in very lengthy and/or complex cases.

h. The impartial referee shall lay down the rules for orderly conduct of the hearing.

i. In making his/her decision, the impartial referee shall be bound by the principles of law relating to the interpretation of contracts followed by Wisconsin courts.

j. The expenses of the impartial referee shall be borne equally by the parties, except that the party requesting reconsideration or rehearing shall bear the full expenses of the impartial referee incurred in such reconsideration or rehearing.

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

a. The certifying party shall request the WERC to submit to the parties a list of names of five (5) persons suitable for selection as impartial referee.

b. If the parties cannot agree upon one (1) of the persons named on the list, the parties shall strike a name alternately, beginning with the MTEA, until one (1) name remains. Such remaining person shall act as impartial referee. In subsequent selections, the parties shall alternate the first choice to strike a name.

E. PRESENCE OF COMPLAINANT OR GRIEVANT

1. The person taking the action may be present at every step of the procedure and shall be present at the request of the MTEA or the administration.

2. Grievances or complaints at the second step and grievances at the third step may be processed during the day at the grievant's school. If impossible to schedule a meeting at the grievant's school, the teacher may be released without loss of pay or sick leave to meet with the appropriate party. Every effort shall be made not to absent a teacher from a class assignment.

F. GROUP GRIEVANCE

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

G. PROCEDURE FOR GRIEVANCES WHICH ARE NOT UNDER THE JURISDICTION OF A PRINCIPAL

Any grievance or complaint based upon action of authority higher than the principal shall be initiated directly with the person having such jurisdiction of the matter.

H. CONDUCT MATTERS

Disciplinary action by the superintendent and/or Board shall be processed in accordance with the federal and state constitutions, statutes, and this contract. They shall be subject to the fourth step of the grievance procedure.

I. WAIVER BY THE GRIEVANT

A teacher who elects to proceed to arbitration shall be considered to have waived the right to pursue the matter in the courts, except as provided in Chapter 788, Wisconsin State Statutes.

J. PROHIBITED PRACTICES

In the event the MTEA alleges a prohibited practice, it shall put in writing the facts in the case. The MTEA and the director of the Division of Labor Relations shall meet and discuss the appropriate route. Within ten (10) workdays, the administration shall reply in writing what it believes is the appropriate route of processing the matter as presented. The MTEA shall then proceed in the appropriate manner. The initial filing of a prohibited practice allegation pursuant to this section shall constitute compliance with the time limits of the grievance procedure of the contract.

K. NON-DISCRIMINATION CLAUSE

The MTEA and the Board agree that it is the established policy of both parties that they shall not discriminate against any employee on the basis of sex, race, creed, national origin, marital status, political affiliation, physical handicap, or union activities.

The Board agrees that where women and minorities are concerned, the principle of equality of treatment shall be maintained.

Grievances involving this section shall be presented to the Board. If the matter is not satisfactorily resolved within thirty (30) days of being filed with the Board, the MTEA may proceed in the following manner. Alleged violations of this section shall not be arbitrable. They shall be submitted to the WERC for determination as prohibited practices (contract violation) pursuant to Section 111.70(3)(a)(5), Wisconsin Statutes. They shall not be handled pursuant to Section J above.

PART VIII

NO STRIKE CLAUSE

The MTEA and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The MTEA, therefore, agrees that there shall be no strikes, work stoppages, slowdown, or other concerted refusal to perform work by the employees covered by this contract during the life of the contract. Upon notification from the Board of any unauthorized work stoppage, the MTEA shall make public that it does not endorse such stoppage. Having given such public notice, the MTEA shall be freed from all liability for any breaches of this part.

PART IX

BASIS FOR AGREEMENT

A. AGREEMENT ON BEHALF OF MTEA

The MTEA hereby and herewith covenants, agrees, and represents to the Board that it is duly authorized and empowered to covenant for and on behalf of all employees in the

bargaining unit and represents that it will faithfully and diligently abide by and be strictly bound to all the provisions of this contract as herein set forth. The parties agree that in conferences and negotiations, the MTEA will represent all employees in the bargaining unit.

B. AGREEMENT ON BEHALF OF THE BOARD

The Board hereby and herewith covenants, agrees, and represents to the MTEA that it is duly authorized and empowered to covenant for and on behalf of the Board and represents that it will faithfully and diligently abide by and be strictly bound to all of the provisions of this contract as herein set forth.

C. AID TO CONSTRUCTION OF THE PROVISIONS OF CONTRACT

It is intended by the parties hereto that the provisions of this contract shall be in harmony with the duties, obligations, and responsibilities which by law devolve upon the Board and superintendent, and these provisions shall be applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of powers unilaterally devolving upon the Board and superintendent.

D. SAVING CLAUSE

If any part or section of this contract, or any addendum thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part or section should be restrained by such tribunal, the remainder of this contract and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such part or section.

PART X

NON-RECRIMINATION CLAUSE

The Board and those acting on its behalf shall not recriminate in any way against any bargaining unit employee on the basis of his/her participation in the strike or prestrike activities. However, this provision does not preclude the Board from participation in criminal proceedings initiated by an aggrieved person.

Teachers who received letters under Part IV, Section N, during the strike will have the letters withdrawn if the employees concerned attend a conference with an appropriate central services administrator. The employee may be represented at the conference.

Athletic events postponed during the strike will be rescheduled, if feasible.

The MTEA and all its bargaining unit employees agree that they shall not recriminate in any way against the Board and those active on its behalf or against other teachers or any Board employees as a result of their participation or non-participation in said strike or prestrike activities. This provision does not preclude the MTEA from participation in criminal proceedings initiated by an aggrieved person.

The Board and the MTEA recognize their responsibility to re-establish a cooperative work attitude among employees. Both the Board and the MTEA will take affirmative action to re-establish such a work attitude.

PART XI

RESIDENCY

All teachers to be newly employed by the Board shall maintain their residence in the city of Milwaukee. However, this provision shall be effective only when all new Board employees, including supervisory and managerial personnel, are required to maintain their residence in the city of Milwaukee. This provision may be challenged by court suit brought by the MTEA.

PART XII

REDUCTION IN WORK FORCE

A. REDUCTION IN WORK FORCE PREVENTION PROCEDURES

1. In order to minimize the number of bargaining unit employees to be laid off, the administration shall attempt the following preventive reduction in work force measures:

a. Normal attrition of bargaining unit employees.

b. Solicitation of qualified volunteers.

c. Offer to extend all unpaid leaves for one (1) school year to persons in the bargaining unit, without regard to the limitation under Part III, Section H(10)(a), of the contract.

d. Approve all unpaid leave requests for one (1) school year, for any reason, for persons in the bargaining unit, without regard to the limitations under Part III, Section H(10)(a), of the contract.

2. The Board will provide the necessary funds for an actuarial report for a supplemental early retirement plan. The target date for completing the actuarial report will be April 1, 1982.

B. LAYOFF PROCEDURE

All layoffs shall be based on inverse order of seniority within qualifications as set forth in the following procedures provided that the racial balance of schools is not disturbed.

1. **SOLICIT QUALIFIED VOLUNTEERS FOR LAYOFF**. At least fifteen (15) calendar days prior to a layoff, the administration shall use the Staff Bulletin to solicit volunteers who wish to be considered for layoff. A qualified volunteer is an employee who is employed in a position identified for reduction and/or whose position can be filled by an employee who might otherwise be laid off. All employees who volunteer for layoff and who are qualified for volunteers shall be laid off first. An employee who volunteers for layoff shall volunteer for one (1) school year, after which the volunteer is subject to all recall procedures. If the layoff is not for the duration of the entire school year and if all employees other than volunteers are recalled within the volunteer's area of certification/licensure, the volunteers are then subject to the recall procedures. If there are more qualified volunteers than the number of positions to be reduced, volunteering for layoff shall be in order of the volunteer's system-wide seniority. No employee shall be involuntarily laid off if enough qualified volunteers are available.

2. **CERTIFICATION/LICENSURE REQUIREMENTS IN ORDER TO EXERCISE SENIORITY**. An employee must hold a full certification/license on May 15 in order for an employee to exercise seniority rights within that area of certification/licensure. An employee holding a temporary certification/license or

permit, a certification/license which has expired, or is eligible for additional certification, must present verification from his/her certifying institution or the DPI prior to July 1, that the employee can obtain (a) full certification/licensure, (b) renew an expired certification/license, or (c) obtain additional certification no later than the organization day of the following school year in order to utilize system-wide seniority in the area he/she holds temporary certification/license, an expired certification/license, or is eligible for additional certification. If it is not possible for an employee to verify (a), (b), or (c) no later than the organization day of the following school year, the employee shall not have seniority rights in the area of temporary certification/licensure, the area of a certification/license which has expired, or the area he/she sought additional certification/licensure. If an employee verified (a), (b), or (c) and fails to be eligible for (a), (b), or (c) by organization day of the following school year, he/she shall be replaced with the most senior employee on layoff having certification/licensure in the area in which the employee held temporary certification/licensure, held an expired license, or sought additional certification/licensure.

3. **EMPLOYEES IDENTIFIED FOR LAYOFF**. The administration shall determine the number of employees system-wide to be laid off by subject areas, grade levels, certification/licensure areas, and/or other areas of assignment not included in the foregoing, and establish a list of qualified volunteers and other certified bargaining unit employees, by name, who have the least amount of system-wide seniority by their certification/licensure area(s) and/or other areas of assignment not included in the foregoing that is equal to the number identified above.

Bargaining unit members who have additional certification/licensure may use this certification to displace less senior employees in those areas of licensure.

C. NOTIFICATION OF LAYOFF

1. **PRIOR NOTICE IN WRITING**. Bargaining unit employees who have been identified under Part XII, Section B(3), for layoff, shall be notified in writing of the layoff by the Board at least thirty (30) days prior to said layoff. If an unforeseen reduction occurs in a state or federally funded program with less than thirty (30) days notice, and the district decides a layoff shall result therefrom, a layoff notice will be sent at least fifteen (15) days prior to layoff.

2. **NOTIFICATION TO MTEA**. The MTEA will be given a list of those employees who have been tentatively identified for layoff at least five (5) days prior to the notice to the employee as specified in Part XII, Section C(1).

3. **NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED**. The notification of layoff shall be sent by certified mail, return receipt requested, to the employee's address on the payroll file. It shall be the employee's responsibility to keep the address on the payroll file current by filing a change of address card with the Department of Finance. The Board shall mail to the MTEA a copy of each employee's notification within one (1) workday from the date that the notification is mailed to the employee.

4. **NOTICE CONTENTS AND INFORMATION**. The notification of layoff shall contain the fact that the employee is laid off, the fact that he/she is subject to recall in accordance with Part XII of the contract, and a copy of the negotiated layoff provisions under Part XII of the contract.

D. RESTAFFING AFTER LAYOFF

1. **VACANCIES**

a. Following identification and notice to employees being laid off, normal restaffing occurs in accordance with Part V of the contract as modified by Part XII, Section D(2) and (3), below.

b. Vacancies not able to be filled by the procedures in Part XII, D(1)(a), above shall be filled by employees on layoff status in accordance with Part XII, Section F, of the contract.

2. **CURTAILMENT OF LEAVES DURING LAYOFF**. Any employee who is curtailing a leave during a period of layoff shall be placed in a vacant position for which he/she is qualified, if the employee has greater seniority than other employees similarly qualified on layoff status. If the employee curtailing his/her leave does not have greater seniority as stated, then he/she shall not be allowed to curtail said leave.

3. **RETURNING FROM LEAVE DURING LAYOFF**. An employee returning from leave during a period of layoff shall be placed in a vacant position for which he/she is qualified if the employee has greater seniority than other employees similarly qualified on layoff status. If the employee returning from leave does not have greater seniority as stated, then he/she shall be placed on layoff status.

E. RIGHTS OF EMPLOYEES ON LAYOFF

1. **LENGTH OF RECALL RIGHTS**. Recall rights shall be extended to an employee for three (3) years from the date of layoff.

2. **HEALTH INSURANCE**. An employee who is laid off shall be treated in the same manner as an employee on an unpaid leave. Self-paid coverage must be continuous from the time of layoff. Eligibility ceases after the 36th month following the month in which Board-paid coverage stopped.

3. **DENTAL INSURANCE**. An employee who is laid off shall be treated in the same manner as an employee on an unpaid leave. Self-paid coverage must be continuous from the time of layoff. Eligibility ceases after the 36th month following the month in which Board-paid coverage stopped. If the carrier rules limit coverage to a period of less than thirty-six (36) months, these rules will apply providing that the coverage extends at least twenty-four (24) months following the month in which Board coverage ceases.

4. **GROUP LIFE INSURANCE**. Employees enrolled in the group life insurance plan at the time of layoff may continue in the plan. These employees will be treated in the same manner as an employee on an unpaid leave. Self-paid coverage must be continuous from the time of layoff. Eligibility ceases after the 36th month following the month in which Board coverage stopped. If carrier rules limit coverage to a period of less than thirty-six (36) months, these rules will apply providing that the coverage extends at least twenty-four (24) months following the month in which Board coverage ceases.

5. **DEATH BENEFIT**. An employee on layoff, who is enrolled in the death benefit, may continue the benefit on a self-paid basis by paying the premium as billed by the Board on a monthly basis.

6. **ACCUMULATED SICK LEAVE**. An employee on layoff shall retain unused accumulated sick leave at the time of layoff. Upon recall, employees shall be credited with the amount of sick leave accumulated earned up to the time of layoff. Employees who retire while on layoff shall be able to use their accumulated sick leave to qualify for benefits available to employees upon retirement; e.g., severance pay and health insurance.

7. **INCENTIVE PAY**. An employee on layoff who has earned an incentive day for use in the following school year and who is laid off for the following school year shall retain the incentive day for use upon recall. The employee may at his/her option, at any time during layoff, be reimbursed for the incentive day at the employee's individual daily rate of salary.

8. **OTHER EMPLOYMENT**. An employee on layoff shall not be prevented from securing other employment during the period he/she is laid off. The Board agrees that any laid-off employee who accepts other employment retains recall rights. If the employee is notified of a recall while employed with a different school district, the employee shall be allowed to conclude the school year with the other district provided there are employees on layoff in the employee's area of certification/licensure that can be recalled. If not, then the employee would be subject to the recall procedure.

9. **ACCUMULATED VACATION**. An employee being laid off shall use his/her accumulated vacation prior to the effective date of the layoff. The employee may, at his/her option, retain accumulated vacation for use upon recall.

10. **SUMMER SCHOOL**. Teachers on layoff status may be hired for summer school if they have applied and are hired according to the priorities for summer school employment set forth in Part VI, Section B, of the MBSD/MTEA teacher contract. The employment of teachers on layoff status for summer school is not interpreted as a recall to a position in accordance with Part XII, Section F.

F. RECALL PROCEDURE

1. **DETERMINATION OF RECALL**. The Board shall determine the subject areas and number of positions in which recall will be made and the number of employees to be recalled.

2. **ADDITIONAL CERTIFICATION WHILE ON LAYOFF**. Whenever an employee on layoff status obtains additional certification/licensure and files it with the MPS Department of Human Resources, he/she shall also be eligible for recall in his/her additional area of certification/licensure.

3. **FROM LAYOFF**. An employee on layoff shall be recalled to a vacancy for which the employee is qualified in order of system-wide seniority. An employee who has not requested a vacancy which is staffed in accordance with Part V, Section K, of the contract shall be offered such assignment and shall have the right to refuse such

assignment without waiving recall rights as defined in Part XII, Section F.

4. **NOTIFICATION OF RECALL**. The notification of recall shall be sent by certified mail, return receipt requested, to the employee's address on the payroll file. It is the employee's responsibility to keep his/her address on the payroll file current by filing a change of address card with the Department of Finance. The Board shall mail to the MTEA a copy of each employee's recall notification within one (1) workday from the date that the notification is mailed to the employee.

5. **RESPONSE TO RECALL**. An employee will have ten (10) days from receipt of the recall notice to respond, and a maximum of thirty (30) days from the receipt of the notice to report to work.

6. **FAILURE TO RESPOND OR REFUSAL OF RECALL**. If an employee on layoff does not respond to the offer to be recalled within the ten (10) days or he/she refuses to be recalled, the employee then waives any further rights as set forth in Part XII, Section E, except those benefits which are prepaid prior to layoff. In the event that an employee is unable to report within the prescribed time limits by reason of illness, injury, or other personal emergency, he/she shall not forfeit his/her recall rights provided notice of such circumstances is given to the employer in writing within the time period that the employee is required to respond to the recall notice and provided he/she notified the employer when he/she is able to be recalled. Volunteers for layoff and employees on layoff who have accepted other employment with a different school district are subject to the recall procedures as modified by Sections B(1) and E(8).

7. **NO NEW EMPLOYEES OR SUBSTITUTES IN VACANT POSITIONS**. No vacant position shall be filled by a substitute or a newly hired employee while there are employees on layoff who are qualified to fill the vacant position. The previous sentence is to be considered a waiver of Part V, Section M, of the contract while employees in the bargaining unit are on layoff in the certification/licensure area of the vacant position to be filled.

G. GENERAL PROVISIONS

1. **SENIORITY OF ADMINISTRATORS/SUPERVISORS**. Computation of seniority for layoff shall include all years of service in the teacher bargaining unit plus up to three (3) years of service in an administrative/supervisory capacity. Said seniority shall be equal to the number of years of continuous, full-time service. In assignment to positions in the bargaining unit and while serving in said positions, former

administrators/supervisors will be subject to all aspects of the contract.

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. **CITY-WIDE MENTOR PROGRAM**

   a. A joint mentor board composed of seven (7) teachers selected by the MTEA and six (6) administrators appointed by the superintendent will be responsible for the establishment and the definition of the mentor role within the meaning of the contract and the method for selection and identification of mentors.

   b. The joint mentor board will select eighteen (18) full-time mentors.

   c. The joint mentor board will determine which new teachers shall be served in the mentor program.

   d. The workload for each mentor shall be determined by the joint mentor board.

2. Mentors shall be chosen by the joint mentor board.

3. The following criteria shall apply to mentor selection:

   a. Minimum of five (5) years successful teaching experience in the Milwaukee Public Schools.

b. Appointment for one (1) year, renewable by the joint mentor board.

c. Each mentor may work as a mentor for a maximum of three (3) out of any five (5) years.

d. Three (3) letters of recommendation, at least two (2) of which must be from fellow teachers.

e. Mentors shall be included in Appendix H.

4. 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.

5. If a substitute teacher is assigned to replace the mentor in his/her teaching assignment, the substitute teacher shall be entitled to teacher equivalent salary and benefits for the duration of the assignment.

6. No mentor shall be eligible for any administrative/supervisory position for one (1) year following the end of the mentor assignment.

7. No mentor, who becomes an administrator/supervisor, may have any involvement/responsibilities in the evaluation of any non-tenured teacher with whom he/she worked.

8. All decisions of the joint mentor board on any subject, without limitation by enumeration, including the selection of all mentors, shall require the affirmative vote of nine (9) members of the joint mentor board.

9. Nothing in this section shall preclude Board involvement without joint mentor board approval in local school teacher assistance/orientation type inservice programs.

10. This section shall sunset as of July 1, 2000.

PART XIV

TEACHER EVALUATION AND MENTORING (TEAM)

Intervention Program:

The TEAM program is to provide positive intervention and evaluation to teachers who show a need for assistance in their classroom performance.

1. City-Wide Teacher Evaluation and Mentoring Program (TEAM)

   a. A Joint Peer Review Board (Joint Board) composed of six (6) teachers selected by the MTEA and five (5) administrators selected by the superintendent will be responsible for the establishment and the definition of the TEAM teacher role within the meaning of the contract and the method for selection and identification of the TEAM teacher and other responsibilities and operational aspects of the program.

   b. The Joint Board will be co-chaired by a member of the MTEA appointed by the MTEA and an administrator appointed by the superintendent. The MTEA co-chair will also serve as full-time released coordinator of the TEAM program.

   c. To meet, at least seven (7) members of the Joint Board must be present. If consensus cannot be reached, decisions of the Joint Board shall require a vote, by secret ballot. The Joint Board may take action on a matter with the affirmative vote of at least seven (7) members.

   d. The Milwaukee Board of School Directors (School Board) shall provide funds for at least six (6) full-time TEAM teachers. The duties of the TEAM teachers will be determined by the Joint Board.

   e. The Joint Board will determine which teachers shall participate in the TEAM program.

   f. The workload for each TEAM teacher shall be no more than five (5) participant teachers.

g. TEAM teachers shall be chosen by the Joint Board from the MTEA teacher bargaining unit.

h. The following criteria shall apply for TEAM teacher selection:

1) Completion of nine (9) years successful teaching experience in the Milwaukee Public Schools at the time of application.

2) Three (3) letters of recommendation, at least two (2) of which must be from fellow teachers.

3) Each TEAM teacher shall have an initial appointment for one (1) year, renewable annually by the Joint Board.

4) Each TEAM teacher may work as a TEAM teacher for a maximum of three (3) out of any five (5) years.

i. TEAM teachers shall work a two hundred (200)-day schedule and be paid in accordance with Appendix P.

j. The TEAM teacher shall retain his/her right to the teaching assignment held at the time of selection. This right shall not extend beyond the end of the school year in which the TEAM teacher's assignment began except that a TEAM teacher initially appointed for the second semester will retain his/her right to the teaching assignment through the end of the subsequent school year.

k. If a substitute teacher is assigned to replace the TEAM teacher in his/her teaching assignment, the substitute teacher shall be entitled to teacher equivalent salary and benefits for the duration of the assignment.

l. No TEAM teacher shall be eligible for any administrative/supervisory position for one (1) year following the end of the TEAM teacher assignment.

m. TEAM teachers shall not testify or be involved in any termination proceedings before the school board or in arbitration regarding the performance of teachers with whom they have worked. Neither private conversations 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 (3) 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 (2) 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 (2) 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.

g. If the referred teacher accepts the offer of participation, the TEAM teacher will work with the participating teacher for a minimum of two (2) full semesters.

h. The TEAM teacher, principal/supervisor, and the participant teacher will meet to set reasonable goals and to determine the responsibilities of each party. Regular meetings will occur to determine progress and to set continuing goals. Documentation of these meetings as prepared by the principal/supervisor including any responses of the participant teacher may be used in evaluation procedures regarding the participant teacher.

i. The Joint Board will be provided with regular updated written and oral reports on the progress of the participant teacher by the TEAM teacher on a schedule determined by the Joint Board.

j. Any teacher who is currently participating in the TEAM program shall not be voluntarily reassigned unless it is recommended by the Joint Board and the teacher agrees to the reassignment.

k. Any teacher who is currently participating in the TEAM program shall not utilize provision Part V, Sections G, J, and P, regarding voluntary transfer unless it is recommended by the Joint Board.

l. The Joint Board will make a formal written determination as to whether the participant teacher exited the TEAM program successfully or unsuccessfully, including the reasons upon which the determination is based.

m. The district will not use the materials or assessment of teachers generated by participation in the TEAM program in any non-renewal, termination, or disciplinary procedure except for:

1) Date the participant teacher entered the TEAM program

2) Date the participant teacher exited the TEAM program

3) Whether the participant teacher exited the TEAM program satisfactorily or unsatisfactorily, including the written determination of the Joint Board described in the preceding paragraph

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 notice to Board* determination of unsuccessful exit	Superintendent's
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

*All notices to the teacher required by Part XIV of this contract shall be delivered personally or sent by first class mail to the last known address of the teacher.

p. Participant teachers, teachers who have exited unsuccessfully from the TEAM program and who have resigned from MPS employment within thirty (30) days of exiting the TEAM program, and teachers who have been offered participation in the TEAM program but have chosen to resign within thirty (30) days of the offer, shall be eligible for career counseling to be provided by an agency determined by the Joint Board and paid for by the School Board. This career counseling may consist of individual counseling sessions, resume preparation, and appropriate job search training. The cost shall not exceed five hundred dollars ($500) for any one (1) person.

q. The School Board shall not challenge any unemployment compensation claim of and shall extend Board-paid health insurance for up to six (6) months to any teacher who resigns and is one of the following at the time of resignation:

1) A participant teacher

2) A teacher who has exited unsuccessfully from the TEAM program

3) A teacher who has been offered participation in the TEAM program but has chosen to resign within thirty (30) days of the offer

r. Participation in the TEAM program shall not prohibit any participant teacher from exercising his/her legal and contractual rights, including the grievance and arbitration procedures. Similarly, nothing shall prohibit the school district at the conclusion of the TEAM program from bringing action to terminate against any participant teacher, except as stipulated in this agreement.

s. Nothing in this agreement shall prohibit the teacher's principal/supervisor from conducting reasonable classroom observations and submitting a summary evaluation to the Joint Board as part of the TEAM program or separately.

3. If the superintendent recommends termination of a teacher who has been unsuccessfully exited from the TEAM program and who has completed two (2) full semesters in the program, such notification from the superintendent to the Board must occur in accordance with the timeline in item 2(o).

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 (10) 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 fourteen (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 forty-five (45) workdays after notification of the action taken by the School Board.

6. This section shall sunset June 30, 2002.

MILWAUKEE TEACHERS' EDUCATION ASSOCIATION
NEGOTIATING TEAM

Robert Lehmann, President

Cris Anderson, Member

Paulette Copeland, Member

Ken Hill, Member

Chuck Howard, Member

Donelle Johnson, Member

Ray Klammer, Member

Michael Langyel, Member

Dan Lotesto, Member

Michele Thomas, Member

Samuel J. Carmen, MTEA Executive Director

Barry Gilbert, MTEA Assistant Executive Director

MILWAUKEE BOARD OF SCHOOL DIRECTORS

OFFICERS

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FINANCE/PERSONNEL COMMITTEE

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Jeff Spence, Vice-Chair

Joe Dannecker, Member

Jennifer Morales, Member

Lawrence O'Neil, Member

APPENDIX A
SALARY SCHEDULE FOR
191-DAY TEACHERS AND TEACHER-LIBRARIANS
JULY 1, 2001 - JANUARY 21, 2002
SEMESTER I

Steps	BA	BA+16	MA	MA+16	MA+32	Non-degree
0	$28,297	$29,671	$31,866	$33,239	$34,611	$26,924
1	28,969	30,373	32,623	34,030	35,434	27,561
2	30,306	31,779	34,136	35,610	37,083	28,834
3	31,647	33,185	35,650	37,188	38,729	30,105
4	32,985	34,591	37,163	38,771	40,377	31,378
5	34,324	35,997	38,676	40,350	42,024	32,650
6	35,662	37,404	40,189	41,931	43,670	33,922
7	37,002	38,809	41,701	43,511	45,318	35,195
8	38,340	40,215	43,216	45,090	46,966	36,466
9	39,680	41,624	44,729	46,671	48,613	37,738
10	41,019	43,028	46,242	48,252	50,259	39,011
11	42,359	44,434	47,756	49,831	51,907	40,282
12	43,698	45,840	49,590	51,734	53,553	40,825
13	44,350	46,599	51,599	52,995	55,200	
14			52,617	54,054	56,316	
15			53,643	55,871	58,352	
16			54,157	56,779	59,371	

SALARY SCHEDULE FOR
191-DAY TEACHERS AND TEACHER-LIBRARIANS
JANUARY 22, 2002 - JUNE 30, 2002
SEMESTER II

Steps	BA	BA+16	MA	MA+16	MA+32	Non-degree
0	$28,580	$29,968	$32,185	$33,572	$34,957	$27,194
1	29,258	30,677	32,949	34,370	35,789	27,837
2	30,609	32,097	34,478	35,966	37,454	29,122
3	31,963	33,517	36,007	37,560	39,116	30,406
4	33,315	34,937	37,534	39,158	40,781	31,692
5	34,667	36,357	39,063	40,754	42,444	32,977
6	36,019	37,778	40,591	42,350	44,107	34,261
7	37,372	39,197	42,118	43,946	45,772	35,546
8	38,724	40,618	43,648	45,541	47,435	36,831
9	40,077	42,040	45,177	47,138	49,099	38,115
10	41,430	43,458	46,704	48,734	50,762	39,401
11	42,783	44,878	48,233	50,330	52,426	40,685
12	44,135	46,298	50,086	52,251	54,089	41,233
13	44,793	47,065	52,115	53,525	55,752	
14			53,143	54,595	56,879	
15			54,180	56,429	58,936	

1	16		54,698	57,347	59,965

MTEA (Teachers)	160	7/01/01 - 6/30/03

SALARY SCHEDULE FOR
191-DAY TEACHERS AND TEACHER-LIBRARIANS
JULY 1, 2002 – FEBRUARY 2, 2003
SEMESTER I

Steps	BA	BA+16	MA	MA+16	MA+32	Non-degree
0	$28,900	$30,304	$32,546	$33,948	$35,349	$27,498
1	29,586	31,020	33,318	34,755	36,190	28,149
2	30,952	32,457	34,864	36,369	37,873	29,448
3	32,321	33,892	36,410	37,981	39,555	30,746
4	33,688	35,328	37,955	39,597	41,238	32,047
5	35,055	36,765	39,501	41,210	42,919	33,346
6	36,422	38,201	41,046	42,824	44,601	34,645
7	37,790	39,636	42,590	44,438	46,284	35,945
8	39,157	41,073	44,137	46,051	47,967	37,243
9	40,526	42,511	45,682	47,666	49,649	38,542
10	41,894	43,945	47,227	49,280	51,331	39,842
11	43,262	45,381	48,773	50,893	53,013	41,141
12	44,630	46,817	50,647	52,836	54,694	41,695
13	45,295	47,592	52,699	54,125	56,377	
14			53,738	55,206	57,516	
15			54,787	57,061	59,596	

1	16		55,834	58,918	61,677

SALARY SCHEDULE FOR
191-DAY TEACHERS AND TEACHER-LIBRARIANS
FEBRUARY 3, 2003 - JUNE 30, 2003
SEMESTER II

Steps	BA	BA+16	MA	MA+16	MA+32	Non-degree
0	$29,224	$30,643	$32,910	$34,328	$35,745	$27,806
1	29,917	31,368	33,691	35,145	36,595	28,464
2	31,299	32,820	35,254	36,776	38,297	29,778
3	32,683	34,272	36,818	38,406	39,998	31,091
4	34,066	35,724	38,380	40,040	41,700	32,406
5	35,448	37,176	39,943	41,672	43,400	33,719
6	36,830	38,629	41,505	43,304	45,100	35,033
7	38,214	40,080	43,067	44,936	46,803	36,347
8	39,596	41,533	44,631	46,566	48,504	37,660
9	40,979	42,987	46,194	48,200	50,205	38,974
10	42,363	44,437	47,756	49,832	51,906	40,288
11	43,746	45,889	49,320	51,463	53,607	41,602
12	45,130	47,341	51,214	53,428	55,307	42,162
13	45,802	48,125	53,289	54,731	57,008	
14			54,340	55,825	58,161	
15			55,400	57,701	60,263	

1	16		56,460	59,578	62,368

APPLICATION OF APPENDIX A

1. Teachers on the 1989-90 teacher and recreation specialist salary schedules will be placed on the 1990-91 adjusted teacher salary schedule after having their 1989-90 salary increased by five percent (5%). Placement on the appropriate lane and on the dollar amount in that lane of the 1990-91 salary schedule will not result in any loss of salary greater than twenty dollars ($20) after the five percent (5%) raise. The 1990-91 salary schedule reflects the 1989-90 adjusted salary schedule increased by five percent (5%). Employees whose salary exceeds any salary amount in their lane on the adjusted salary schedule will be "Red Circled." Red circled employees will receive the same percentage increase that is applied to the base of the salary schedule each year, but not to exceed the maximum differential shown on the following schedule:

BA	BA + 16	School Year
$2,687.50	$1,887	1990-91
$2,725.00	$1,925	1991-92

The above reflects the maximum amount by which the red circled employee may exceed the top step of the lane for the noted school year.

Employees new to the bargaining unit will be placed on the 1990-91 salary schedule in the appropriate lane to reflect their degree, credits, and years of service. The BA base salary will no longer apply in determining the dollar amount value for prior experience. Prior experience as defined by the contract will involve placement on the salary schedule at the appropriate number of years and in the appropriate lane.

Effective with the 1990-91 school year, prior teaching experience of less than a full year will be recognized for placement on the salary schedule. The following two (2) examples illustrate the application:

a. If an employee has full-time teaching experience (i.e., any work for which payment is made based on the teacher salary schedule) from another district of a semester in length, he/she shall be given his/her increment after one (1) semester of employment with the Board.

b. If an employee has a year of half-time teaching experience with another district, he/she shall be given his/her increment after one (1) semester of employment with the Board.

In addition, the maximum amount of prior teaching experience will be increased from five (5) years based on the following schedule:

School Year	Years of Prior Experience	Years Granted on Salary Schedule
1990-91	6	6
1991-92	7	7

Effective July 1, 2002, and thereafter, newly employed teachers working with only a permit issued by the Wisconsin Department of Public Instruction shall be placed on the BA lane at step 0 of the teacher salary schedule (Appendix A).

After the completion of the initial year of employment, a permit teacher shall be advanced to step 1 of the BA lane of the teacher salary schedule. The teacher shall remain at this step and lane until he/she obtains a regular license from the DPI.

Upon successful completion of an approved certification program and the issuance of a regular license, the teacher shall be placed in the appropriate lane of the salary schedule consistent with the credits the teacher has earned and filed with the Department of Human Resources and moved to step 2 of the salary schedule.

Teachers employed prior to July 1, 2002, having only a permit issued by DPI shall be considered grandfathered to move up one step on the salary schedule during the 2002-03 school year. Such teachers shall not be granted additional step or lane advancement on the salary schedule until he/she is issued a regular license by the DPI. Upon successful completion of an approved certification program and the issuance of a regular license, the teacher shall be placed in the appropriate lane of the salary schedule consistent with the credits the teacher has earned and filed with the Department of Human Resources and moved to the next step of the salary schedule.

2. **SALARY SCHEDULE**

Effective July 1, 2001, all cells on the 2001-02 salary schedule will be increased by 1.25 percent.

Effective January 22, 2002, all cells on the 2001-02 salary schedule will be increased by 1.0 percent.

Effective July 1, 2002, all cells on the 2002-03 salary schedule will be increased by 1.12 percent.

Effective February 3, 2003, all cells on the 2002-03 salary schedule will be increased by 1.12 percent.

Effective July 1, 1999, and July 1, 2000, the increases for red-circled employees shall be equal to the dollar increase of step 13 of their respective divisions.

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

The July 1, 1992, and January 22, 1993, increases for red circled employees shall be 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 (1) 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 (1) 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.

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 earned MA or equivalent of thirty-two (32) credits beyond the BA except for new employees beginning with the 1990-91 school year and subject to the rules stated in paragraph 3. The credits necessary for movement between the various lanes will comprise a majority of college credits.

4. Employees new to the bargaining unit beginning with the 1990-91 school year will need an earned MA degree to advance beyond the BA+16 lane. Employees who were members of the bargaining unit prior to June 30, 1990, may move beyond the BA+16 lane without an earned MA by June 30, 2000.

If an employee fails to move prior to July 1, 2000, he/she will remain in his/her lane until he/she earns an MA.

5. If an employee is re-employed, the employee's salary at the time he/she left the district will be updated to reflect general increases and any increments to which the employee is entitled. The employee will then be placed on the adjusted salary schedule on the dollar amount in his/her lane that will not result in any loss of salary for the individual employee greater than twenty dollars ($20) or on the salary step applicable for newly hired teachers, whichever is greater.

6. **INCREMENT DATES**

a. As of the 1991-92 school year, an employee who is hired or who has an increment date between August and January will have an increment date as of the beginning of the school year each year until the employee reaches the maximum of his/her salary lane, unless an adjustment to the increment date is necessary as set forth in paragraph 6(c) below. Employees hired for the second semester are considered to have a February increment date.

b. As of the 1991-92 school year, an employee who is hired or who has an increment date between February and June will have an increment date as of the beginning of the second semester of the school year each year until the employee reaches the maximum of his/her salary lane, unless an adjustment to the increment date is necessary as set forth in paragraph (6)(c) below.

c. Adjustments to increment dates will only be made if an employee is absent without pay for the semester. If this occurs, the employee's increment date would be moved forward to the beginning of the next semester. The present practice of granting increments for teachers on sabbatical leaves or study leaves shall continue. An employee who takes a study leave or sabbatical leave shall not receive an increment if the employee fails to earn the credits necessary for completion of the leave and curtails the leave before the end of the semester.

7. Effective July 1, 1996, the Board will pay six and one-half percent (6.5%) 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 six and four-tenths (6.4%) of the employee's gross salary.

8. Employees with an earned Ph.D. or Ed.D will receive one thousand fifty dollars ($1,050) above their annual salaries for the 2002-03 school year and thereafter.

9. Daily summer school salaries will be computed on the basis of seventy percent (70%) of the certificated employee's regular daily rate of pay.

Driver education teachers will receive seventy percent (70%) of the certificated employee's regular daily rate of pay for the first five (5) hours of each day and the part-time certificated rate for all hours beyond five (5) hours.

Curriculum writers will be paid on the basis of seventy percent (70%) of the certificated employee's regular daily rate of pay for five (5) hours of work during the summer. Work performed after school or on weekends shall be paid at the employee's individual hourly rate.

10. **ADJUSTMENT CLASS TEACHERS**. Certificated staff, who assume positions in special schools or designated classes for problem students established for the purpose of providing instructional programs for such students, shall be paid two thousand four hundred twenty-two dollars ($2,422) for the 1990-91 and two thousand five hundred forty-three dollars ($2,543) for 1991-92 per year above their positions on the regular schedule at the regular hourly rate to compensate for required extended orientation and supervision. Any assigned noon hour duty will be compensated at the established hourly rate for certificated personnel.

11. **ELEMENTARY SCHOOL NOON SUPERVISION**. Teachers assigned to noon hour duty will be compensated at the established hourly rate for certificated personnel, payable biweekly.

12. **PART-TIME CERTIFICATED RATE**

7/01/01 - 1/18/02 PART TIME (Certificated)	$21.07 per hour
1/22/02 - 6/30/02 PART TIME (Certificated)	$21.28 per hour
7/01/02 - 1/31/03 PART TIME (Certificated)	$21.52 per hour
2/03/03 - 6/30/03 PART TIME (Certificated)	$21.76 per hour

1

13. **ASSUMPTION OF ADMINISTRATIVE DUTY**

7/01/01 - 1/18/02	$12.44 per day
1/22/02 - 6/30/02	$12.56 per day
7/01/02 - 1/31/03	$12.70 per day
2/03/03 - 6/30/03	$12.84 per day

14. **ASSUMPTION OF ADMINISTRATIVE DUTY PAY - NO OR PART-TIME ASSISTANT PRINCIPAL**

7/01/01 - 1/18/02	$372 per semester
1/22/02 - 6/30/02	$376 per semester
7/01/02 - 1/31/03	$380 per semester
2/03/03 - 6/30/03	$384 per semester

15. **DOCTORAL PAY**

$1,000 per year
$1,050 per year (Effective 7/01/02)

APPENDIX B

INTERSCHOLASTIC ATHLETICS
JULY 1, 2001 – JANUARY 21, 2002
SCHEDULE A

	Beginning Amount	After One (1) Year In That Position Same Sport
HEAD COACH IN: Baseball Basketball Football Gymnastics Soccer Softball Swim Track Volleyball Wrestling	$3,312	$3,841
HEAD COACH IN: Cross Country Golf Tennis	$2,224	$3,312
EQUIPMENT MANAGER (Per Semester)	$3,312	$3,841
CHEERLEADER ADVISOR	$3,312	$3,841

Assistant coaches would receive seventy-five percent (75%) of the head coach's salary (based on their experience).

First assistant coaches in football will be compensated eighty percent (80%) of the head coach's salary, based on their experience, provided they report the first day of practice with the head coach.

1

INTERSCHOLASTIC ATHLETICS
JANUARY 22, 2002 – JUNE 30, 2002
SCHEDULE A

	Beginning Amount	After One (1) Year In That Position Same Sport
HEAD COACH IN: Baseball Basketball Football Gymnastics Soccer Softball Swim Track Volleyball Wrestling	$3,345	$3,879
HEAD COACH IN: Cross Country Golf Tennis	$2,246	$3.345
EQUIPMENT MANAGER (Per Semester)	$3,345	$3,879
CHEERLEADER ADVISOR	$3,345	$3,879

Assistant coaches would receive seventy-five percent (75%) of the head coach's salary (based on their experience).

First assistant coaches in football will be compensated eighty percent (80%) of the head coach's salary, based on their experience, provided they report the first day of practice with the head coach.

INTERSCHOLASTIC ATHLETICS
JULY 1, 2002 – FEBRUARY 2, 2003
SCHEDULE A

	Beginning Amount	After One (1) Year In That Position Same Sport
HEAD COACH IN:	$3,382	$3,922
Baseball		
Basketball		
Football		
Gymnastics		
Soccer		
Softball		
Swim		
Track		
Volleyball		
Wrestling		
HEAD COACH IN:	$2,271	$3,382
Cross Country		
Golf		
Tennis		
EQUIPMENT MANAGER (Per Semester)	$3,382	$3,922
CHEERLEADER ADVISOR	$3,382	$3,922

Assistant coaches would receive seventy-five percent (75%) of the head coach's salary (based on their experience).

First assistant coaches in football will be compensated eighty percent (80%) of the head coach's salary, based on their experience, provided they report the first day of practice with the head coach.

INTERSCHOLASTIC ATHLETICS
FEBRUARY 3, 2003 – JUNE 30, 2003
SCHEDULE A

	Beginning Amount	After One (1) Year In That Position Same Sport
HEAD COACH IN: Baseball Basketball Football Gymnastics Soccer Softball Swim Track Volleyball Wrestling	$3,420	$3,966
HEAD COACH IN: Cross Country Golf Tennis	$2,296	$3,420
EQUIPMENT MANAGER (Per Semester)	$3,420	$3,966
CHEERLEADER ADVISOR	$3,420	$3,966

Assistant coaches would receive seventy-five percent (75%) of the head coach's salary (based on their experience).

First assistant coaches in football will be compensated eighty percent (80%) of the head coach's salary, based on their experience, provided they report the first day of practice with the head coach.

APPLICATION FOR APPENDIX B - July 1, 2001 - June 30, 2003

1. After one (1) year in the position in the same sport, the personnel listed above shall receive the higher rate.

2. Cheerleader advisors shall be placed on the Schedule A with major sports and at the beginning rate. The payment to the cheerleader advisors shall be for the entire school year, rather than for each sport season.

3. Coaches in all interscholastic sports paid on Schedule A shall be paid on the biweekly pay dates with a two (2)-week holdback at the rates in effect.

4. A job description has been developed by and for equipment managers; it is understood that all equipment managers shall follow the procedures as outlined. A copy is available from the MPS Department of Human Resources.

5. In any given sport, the defined payroll period shall be the WIAA stated start of the season through the WIAA sectional tournament.

6. In those sports having WIAA sponsored state tournaments, varsity coaches in the specific sports in those schools actually participating in such state tournaments shall be paid proportionate rates for the time beyond the WIAA sectional tournament.

7. Coaches may be paid for overlapping assignments when such services do not involve any overlapping clocktime.

8. In the case of football, the season is defined by Board policy as ten (10) weeks. In case of an extension of the season due to scheduling, all varsity and junior varsity football coaches at those schools involved shall be proportionately compensated for this additional time provided they work the same time as the head coach and first assistant coach.

9. The additional compensation allowances for teachers provided by Appendix B shall be applicable only to services rendered outside the regular school hours, excluding compensation for any such extracurricular services rendered by any secondary teacher during the required minimum of two and one-half (2.5) hours per week. All assignments to positions designated in Appendix B shall be certified by the principal with the approval of the director of the Department of Administrative Services or administrative specialist concerned.

APPENDIX C

SCHEDULE E - EXTRACURRICULAR ACTIVITIES
JULY 1, 2001 - JUNE 30, 2003

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

Cheerleaders (high school only)	125	hours
Drill Team and Baton Twirlers (high school and middle school)	65	hours
Academic Enrichment Projects (See paragraphs 4 and 6)	140	hours
Inter-high Council Advisors (One middle school and one high school)	60	hours

Bookstore Manager (See paragraph 9)
Librarian (See paragraph 9)
Marching Band Director (one day)
Guidance Counselors (See paragraph 10)
Vocational Counselors (See paragraph 11)
Orchestra Director (one day)

APPLICATION

SCHEDULE E - APPENDIX C
For July 1, 2001, through June 30, 2003

1. The minimum base is to be established at four hundred fifty (450) hours (high schools) and five hundred fifty (550) hours (middle schools) and one hundred (100) hours (K-8 schools) for up to one thousand five hundred (1,500) pupil enrollment and progressive allocations of one (1) hour for every additional three (3) pupils beyond one thousand five hundred (1,500) enrollment.

2. If the stage, set construction, lighting, and auditorium manager is the same person, the hourly allotment per school per year is to be considered the maximum compensation. If the duties are divided, the amount shall be prorated according to the time spent on each job.

3. Teachers who work as ticket takers, hall or room supervisors, etc., shall be paid the part-time certificated rate for each hour of employment.

4. "Academic enrichment" is defined as an activity which provides students with the opportunity of enriching their educational experience. The activity may take place beginning immediately after conclusion of the regular school day or any time on non-school

days. This activity shall be certified by the principal with the approval of the director, Department of Administrative Services, or administrative specialist. Academic enrichment includes only activities other than those covered under other sections of Schedule E.

5. The additional compensation allowances for teachers provided by Schedule E shall be applicable only to services rendered outside regular school hours, excluding compensation for any such extracurricular services rendered by any teacher during the required minimum of two and one-half (2.5) hours per week. Teachers will be required by principals to file a report of hours worked.

6. All assignments to positions designated in Schedule E shall be certified by the principal with the approval of the director, Department of Administrative Services, or administrative specialist concerned.

7. Amounts listed in Schedule E are maximums. Prorating of the allowable compensation shall be based on the hourly rate of the teachers' part-time services.

8. It is understood that the persons assigned to these extracurricular activities will carry out all the necessary functions of the activity, and the hourly rate will be applied only for the purposes of prorating allowable compensation where the person assigned does not put in at least the total number of hours allocated. In cases where responsibilities for assignments are divided between two (2) or more teachers, prorating of the allowable compensation shall be based as nearly as possible on the hourly rate for teachers' part-time services.

9. The amount of service in each of these two (2) areas authorized for each at the middle and high schools shall not exceed five (5) days at the individual's regular daily rate. If a middle school principal assigns the same individual to the dual responsibility of bookstore manager and school finance person, the principal may authorize up to two (2) additional days of service at the individual's regular daily rate.

10. Limited to:

40 hours per school of 1,200 enrollment or less.
64 hours per senior high school of 1,201-1,500 enrollment.
80 hours per senior high school of 1,501 enrollment and above.

The above hours will be assigned before the opening of school and will be assigned on a rotating basis except where an unusual need can be demonstrated. Counselors not assigned one (1) summer will be given first priority in succeeding summers. The counselors shall be

paid at their individual rate.

11. Vocational counselors coordinating the work experience program will be allowed ten (10) days above the school year at their daily rate of pay.

12. Employees paid on Schedule E shall be paid at the end of the semester at the rates in effect on a separate check.

13. The hours allotted for music director are not to be considered an individual maximum if there are additional hours available in this category.

14. After-School Instructional Pay Rates. Bargaining unit employees employed in the after-school vocational skills program, or employed in similar teaching situations after the regular workday, or in after-school curriculum development shall be paid their individual hourly rate for each hour of such employment.

This provision will not apply to activities paid under Schedule E, drivers education, or the instrumental music program.

15. Learning coordinators may, on a voluntary basis, work two (2) days beyond the end of the school year and three (3) days prior to the beginning of the school year compensated at their individual daily rate.

16. Marching band directors whose bands participate in the state tournament beyond the season shall be compensated for an additional one-eighth (1/8) of the total number of allocated hours for marching band directors. All other aspects of criteria for payment under Schedule E payments shall apply with the exception that if the director misses lunch and/or preparation periods because of tournament activities, those hours will be paid from the additional one-eighth (1/8) hours available.

17. Effective with the 1990-91 school year, high school pom pom advisors will receive eighty-five (85) hours per year under Schedule E.

APPENDIX D

RATES FOR INSTRUMENTAL MUSIC TEACHERS
SCHEDULE M
(rates apply to Milwaukee Public Schools teachers)

JULY 1, 2001 – JANUARY 21, 2002

Years of Experience	Rates Per 45-Minute Class Period
0	$16.98
1	17.66
2	18.30
3	18.96
4	19.54
5	20.23
6	20.90
7	21.51
8	21.96

JANUARY 22, 2002 – JUNE 30, 2002

Years of Experience	Rates Per 45-Minute Class Period
0	$17.15
1	17.84
2	18.48
3	19.15
4	19.74
5	20.43
6	21.11
7	21.73
8	22.18

JULY 1, 2002 – FEBRUARY 2, 2003

Years of Experience	Rates Per 45-Minute Class Period
0	$17.34
1	18.04
2	18.69
3	19.36
4	19.96
5	20.66
6	21.35
7	21.97
8	22.66

FEBRUARY 3, 2003 – JUNE 30, 2003

Years of Experience	Rates Per 45-Minute Class Period
0	$17.53
1	18.24
2	18.90
3	19.58
4	20.18
5	20.89
6	21.59
7	22.22
8	22.91

APPLICATION FOR APPENDIX D

July 1, 2001 - June 30, 2003

1. Teachers who teach under this schedule during the regular school year (September-June) between one hundred twenty (120) and one hundred sixty (160) class periods will, at the fall semester of the following year, be moved up one (1) step in the above range.

2. General increases in the ranges will become effective July 1 in accordance with this schedule.

3. The above per period rate at the starting step reflects at least three-fourths (.75) of the negotiated hourly rate for teachers.

4. New or returning teachers to the Saturday classes shall be given credit for up to five (5) years of experience in similar teaching experiences as defined in paragraph 1 above.

5. Regular music teachers in the Milwaukee Public Schools who are qualified to teach a specific instrument will be given preference in such assignments.

APPENDIX E

SUPPLEMENTARY PROVISIONS FOR SPECIAL GROUPS

The following provisions are a part of the agreement to be applied to the special groups in accordance with the terms set forth for specific provisions.

DRIVER EDUCATION INSTRUCTORS

1. Any instructor injured in the course of his/her employment, while giving behind-the-wheel instruction, shall receive his/her full salary for up to the first eighty (80) workdays where such injury prevents him/her from carrying out his/her assignment.

2. Persons being assigned to driver education during the summer will be notified of their assignment prior to May 1 in each year.

3. Persons who apply for assignment in driver education during the regular school year where it is impossible to assign them to weekday programs will be given preference in assignment for Saturday programs.

4. Wherever possible, teachers shall be assigned to driving centers in the area of their home.

5. Wherever possible, persons assigned to the summer program, who are required to serve in the Military Reserve, may nevertheless be assigned to summer duty providing their military service may be taken either the first two (2) weeks or the last two (2) weeks of the program.

6. Driver education teachers will receive seventy percent (70%) of their regular daily rate of pay in effect at the close of the regular school term for the first five (5) hours of each day

and the part-time certificated hourly rate for all hours beyond five (5) hours. Such compensation shall also be provided for the number of days on which such teacher works, whatever the number, beyond the regular summer school session.

7. Orientation and inservice for driver education summer school teachers will be equal in duration to that which all other senior high teachers receive.

8. Driver education center chairpersons shall be compensated at the hourly rate up to a maximum of two hundred twenty-five (225) hours per year for time spent in running the spring and fall programs. Time cards shall be certified by the principal, and the compensation shall be paid to the chairpersons on their regular salary check.

9. All behind-the-wheel teachers shall be given one (1) extra hour of pay for every two (2) groups of students completing behind-the-wheel instruction during the spring and fall programs.

GUIDANCE COUNSELORS

1. Librarians and counselors, as professional employees, are expected to schedule their assigned duties and work breaks with a minimal amount of interference with the educational program. Librarians and counselors may be excluded from responsibilities under Part IV, Section B, High Schools, paragraph 1.

2. Guidance counselors shall be entitled to the lower of the flat per diem mileage allowance or, as an alternative, the option of the variable cents per mile as specified in the mileage section of the contract.

3. Guidance counselors will not be assigned class coverage for absent teachers unless there are no other teachers available to perform such duties.

VOCATIONAL COUNSELORS

1. The vocational counselor coordinating the work experience program will be allowed an additional seven (7) days prior to the commencement of the school year and three (3) days following the close of the school year to perform required duties.

2. At the appropriate time each year, the secondary school principal shall confer with the

vocational counselors concerning budget items which may become part of the vocational budget.

SCHOOL LIBRARIANS

1. If school librarians are considered as department chairpersons for the purpose of taking part in department chairpersons' meetings, the librarian shall be released once per month to attend meetings. If the administration decides to keep the library open and if it is to be staffed with a teacher while the librarian is in attendance at these meetings, the teacher shall be paid at the part-time certificated rate.

2. Where the principal finds it feasible and necessary, up to one (1) period a day may be allocated for the school librarian to train and work with students and lay educational assistants.

3. When librarians are requested to work between the end of the school year and the beginning of summer school, they shall receive full pay if they desire to work on the days.

4. Librarians and counselors, as professional employees, are expected to schedule their assigned duties and work breaks with a minimal amount of interference with the educational program. Librarians and counselors may be excluded from responsibilities under Part IV, Section B, High Schools, paragraph 1.

COORDINATING TEACHERS OF COOPERATIVE PROGRAMS

1. A fund of ten thousand dollars ($10,000) shall be established annually for coordinating teachers of cooperative programs to use for expenses while attending inservice activities to promote professional development. These funds shall be applied for by the teachers involved and shall be subject to the approval of the administration.

2. Coordinating teachers of cooperative programs shall be allowed three (3) inservice credits toward the next training step on the salary schedule for four hundred seventy-five (475) hours of approved work experience related to their need for continued certification. The maximum amount of inservice credits accumulated in this manner shall be nine (9) in a teacher's career. Upon application, teachers of cooperative programs shall be allowed to claim inservice credits for previous work experience utilized for maintaining certification. No monetary retroactivity for reclassification purposes shall be given, but the credits may be

applied for movement to the next training division in the manner provided elsewhere in the contract.

3. As in the past, coordinating teachers of cooperative programs shall receive an additional twenty (20) days prior to the beginning of the school year to perform required duties.

4. Coordinating teachers of cooperative programs shall be entitled to the higher of the flat per diem mileage allowance or, as an alternative, the option of the variable cents per mile as specified in the mileage section of the contract.

COACHES

1. Coaches shall be expected as part of their assignment to start all sports practices in accordance with the WIAA stated starting date of the respective sports season.

2. Every attempt shall be made to continue to get all sports schedules out as early as possible.

3. Procedures for assignment and termination of coaches for interscholastic athletics:

The provision of paragraph 3 shall also apply to assistant coaches and equipment managers. For equipment managers, the references in paragraph 3 to a WIAA season shall mean the school year.

a. **APPOINTMENT**. All coaches shall be appointed by the principal for a specific coaching assignment on a yearly basis, and such assignment shall continue from year to year unless the coach is given notice in accordance with paragraph c(2) below. These assignments are independent of basic employment and tenure rights.

b. **VACANCIES**. In the event a head coaching vacancy exists:

1) Except as provided in paragraph 2 below, such vacancy shall be advertised in the Staff Bulletin. The principal shall give first consideration to the applications of qualified teachers on his/her teaching staff.

2) When a head coaching vacancy occurring for emergency reasons ten (10) days or less prior to the beginning of or at any time during the coaching season, the principal shall fill the vacancy for the remainder of the season by giving first

consideration to qualified teachers within the system with preference for qualified teachers on his/her staff.

3) If the principal intends to appoint a teacher other than a member of his/her teaching staff, he/she shall, prior to making the announcement of such appointment, inform any unsuccessful applicants from his/her teaching staff and discuss his/her reasons if the teacher so requests.

4) The appointee shall be assigned to a teaching vacancy within the school where the coaching position exists, if it is possible to make such assignment in conformity with the MTEA contract and the certification of the appointee. The MPS Department of Human Resources shall make the assignment.

c. **CHANGE FROM COACHING ASSIGNMENTS**

1) When a coach wishes to terminate his/her coaching assignment, he/she shall notify his/her principal in writing at least sixty (60) days prior to the official opening date of practice for the particular sport as outlined by the WIAA.

2) In the event a coach is to be removed from his/her coaching assignment, the principal shall notify the coach in writing at least sixty (60) days prior to the official opening date of practice for the particular sport as outlined by the WIAA. Upon request by the coach, the principal shall notify the coach in writing of the reasons for his/her removal.

3) A principal may remove a teacher from his/her coaching assignment at any time for just cause with the approval of the superintendent. The action of removal during the season by the principal shall be reviewable through the third step of the grievance procedure. Upon request by the coach, the principal shall notify the coach in writing of the reasons for his/her removal. A teacher reassigned from a school in which he/she is teaching shall be considered released from his/her coaching assignment unless the coach is notified otherwise.

d. **PROVISION OF QUALIFICATIONS**. The administration shall provide current copies of the job-related qualifications established for head and assistant coaching positions to the MTEA and, upon request, to the teachers.

4. Coaches will not be assigned to collect athletic fees or determine scholastic, medical, or WIAA eligibility.

5. Both women and men shall be considered to fill vacancies that occur in the position of athletic director in high schools.

6. Head girls' interscholastic coaches and head boys' interscholastic coaches shall be given an opportunity to participate in all meetings concerned with the interscholastic athletic program in their schools.

7. Equipment managers shall assume the responsibility for equipment utilized in the girls' interscholastic program.

8. A joint Board/MTEA study committee shall be formed no later than November 1, 1990, to study a coaching/student ratio. This committee shall issue its report no later than March 15, 1991, for consideration by both parties.

AUDIOVISUAL BUILDING DIRECTORS IN MIDDLE AND HIGH SCHOOLS

1. A job description has been completed describing the responsibilities and duties of the directors.

2. When opening a new school or appointing a new audiovisual building director, the director shall be selected by the principal giving consideration to experience, interest, and audiovisual credits.

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 (4) 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 (4) 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 one hundred five (105) hours of time. Refer to Application of Appendix C.

2. Band directors shall be allowed to report to their respective schools one (1) day early to perform required duties.

ORCHESTRA DIRECTORS

Orchestra directors in secondary schools shall be allowed to report to their respective schools one (1) 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 the school year, the teacher shall be allowed to start five (5) days prior to the beginning of school to perform required duties.

2. When trade and technology classes are organized so as to require the teaching of more than one (1) level of instruction in any one (1) class, the subject teacher and/or department chairperson will be involved in the determination of which levels of instruction are to be combined into one (1) class.

3. Wherever possible, shop instructors shall be assigned according to their major in trade and technology.

4. If a trade and technology teacher is assigned by a principal to make emergency repairs after 4:00 p.m., he/she shall be paid at the regular hourly rate established for extracurricular work within budgeted limits.

5. If necessary school printing requires a trade and technology teacher to work after 4:00 p.m., and if he/she is so assigned by the principal, he/she should be paid at the regular hourly rate established for extracurricular work within budgeted limits.

6. Personnel who do not hold a recognized teaching degree shall not be hired to teach trade and technology classes, except where qualified teachers cannot be found.

INTERSCHOLASTIC ACADEMICS
CHESS, MATH, DEBATE, AND FORENSICS

Judges will be paid at the part-time certificated rate for each hour worked up to one hundred twenty-five dollars ($125) for any one (1) day.

SCHOOL SOCIAL WORKERS

1. School social workers shall have a duty-free lunch period of one (1) hour at the elementary and secondary level and in special program assignments.

2. School social workers shall be entitled to the higher of the flat per diem mileage allowance or, as an alternative, the option of the variable cents per mile as specified in the mileage section of the contract.

3. Social workers shall be eligible for reimbursement for conference attendance within limits of the divisional budget in the same manner as school psychologists.

FAMILY AND CONSUMER EDUCATION

Effective July 16, 1980, where supplies and materials cannot be delivered through vendors, one (1) family and consumer education teacher in the family and consumer education department shall be released not more than once per week during the teacher's preparation period to obtain the supplies and materials, with the teacher being reimbursed on the lower mileage allowance of Appendix F of the contract. The teacher will also be released from his/her equivalency period assignment if the period can be scheduled before or after the teacher's preparation period.

If the equivalency period cannot be so scheduled, the teacher may use his/her lunch period in connection with the preparation or equivalency period and eat lunch during the remaining period.

CHEERLEADER ADVISORS

In the event bus transportation is not provided or the advisor is not released in time to ride the bus provided, the cheerleader advisor shall be paid the higher mileage allowance under Appendix F if he/she must use his/her vehicle for travel to an event in connection with his/her advisor capacity.

JULY 1, 2001 – JANUARY 21, 2002
TRAVELING INSTRUMENTAL MUSIC TEACHERS
SALARY SCHEDULE

(Rate Per Class Instruction Hour)

Class A	$25.97	Class J	$20.29
Class B	25.46	Class K	19.60
Class C	24.80	Class L	18.99
Class D	24.18	Class M	18.35
Class E	23.54	Class N	17.69
Class F	22.86	Class 0	17.04
Class G	22.22	Class P	16.45
Class H	21.53	Class Q	15.76
Class I	20.96		

JANUARY 22, 2002 – JUNE 30, 2002
TRAVELING INSTRUMENTAL MUSIC TEACHERS
SALARY SCHEDULE

(Rate Per Class Instruction Hour)

Class A	$26.23	Class J	$20.49
Class B	25.71	Class K	19.80
Class C	25.05	Class L	19.18
Class D	24.42	Class M	18.53
Class E	23.78	Class N	17.87
Class F	23.09	Class 0	17.21
Class G	22.44	Class P	16.61
Class H	21.75	Class Q	15.92
Class I	21.17		

JULY 1, 2002 – FEBRUARY 2, 2003
TRAVELING INSTRUMENTAL MUSIC TEACHERS
SALARY SCHEDULE

(Rate Per Class Instruction Hour)

Class A	$26.78	Class J	$20.72
Class B	26.00	Class K	20.02
Class C	25.33	Class L	19.39
Class D	24.69	Class M	18.74
Class E	24.05	Class N	18.07
Class F	23.35	Class 0	17.40
Class G	22.69	Class P	16.80
Class H	21.99	Class Q	16.10
Class I	21.41		

FEBRUARY 3, 2003 – JUNE 30, 2003
TRAVELING INSTRUMENTAL MUSIC TEACHERS
SALARY SCHEDULE

(Rate Per Class Instruction Hour)

Class A	$27.08	Class J	$20.95
Class B	26.29	Class K	20.24
Class C	25.61	Class L	19.61
Class D	24.97	Class M	18.95
Class E	24.32	Class N	18.27
Class F	23.61	Class 0	17.59
Class G	22.94	Class P	16.99
Class H	22.24	Class Q	16.28
Class I	21.65		

TRAVELING MUSIC TEACHERS

1. The work year of traveling music teachers shall consist of two (2) semesters of seventeen (17) weeks each. Semester one shall consist of one (1) week (five [5] days) of recruiting and scheduling and sixteen (16) weeks of lessons. Semester two shall consist of seventeen (17) weeks of lessons, which may include, when needed, and after discussion and approval by the curriculum specialist, one (1) week (five [5] days) of make-up lessons.

2. Traveling music teachers who work twenty-five (25) class periods per week or more or twenty (20) hours per week or more shall receive all fringe benefits of this contract. It is understood that this means six hundred (600) hours per year or more is necessary to receive the benefits. Traveling music teachers who fall below six hundred (600) hours per year shall be able to retain their accumulated sick leave for up to one (1) year for use in the event they re-establish full-time status.

3. Traveling music teachers shall be entitled to the higher of the flat per diem mileage allowance or, as an alternative, the option of the variable cents per mile as specified in the mileage section of the contract.

4. Traveling music teachers who work twenty-five (25) class periods per week or more shall receive five (5) hours preparation time at the end of each semester.

5. Traveling music teachers who teach nine hundred (900) or more class periods per year shall, effective with the beginning of the following year, be moved up one (1) step on the salary schedule as an increment. In January of each year, each employee shall be advanced one (1) step on the salary schedule.

6. Traveling music teachers who have taught twenty-five (25) or more class periods a week in the previous year shall be offered additional classes, when available, before new teachers are hired to teach those classes.

7. If a traveling music teacher is awarded a teacher contract, he/she shall receive credit for years of service as a traveling music teacher for employment while a certified teacher for the purpose of placement on the salary schedule.

SPECIAL EDUCATION LABOR MANAGEMENT COMMITTEE

1. A joint committee shall be formed no later than December 1, 2002. The purpose of the committee shall be to improve communication between the parties over issues related to special education, to review policies and procedures relating to the delivery of special education services in the district, and to provide a forum for raising issues and solving problems.

2. The committee shall meet monthly at mutually agreeable times to resolve issues of concern to both parties and provide reports in January and June of each year to the superintendent of schools and the executive director of MTEA.

3. The following criteria shall guide the committee in its work:

   a. Does this promote learning?

   b. Is it good for all students?

   c. It is good for parents?

   d. It is fair to teachers?

4. The committee will consist of an equal number of members appointed by the MBSD and the MTEA. It is understood that, from to time, either the administration or the MTEA may bring additional individuals including parents and community representatives with

specific knowledge necessary to the committee's work. The chair shall alternate monthly between the MPS and MTEA.

5. Topics which the committee shall address include, but are not limited to:

   a. Problem solving model

   b. Caseloads

   c. Paperwork reduction

   d. Information management (MIS 2)

   e. Training and professional development

   f. Implementation of "Oversight Action Plan"

   g. Schools encountering particular problems in special education

   h. Use of special education funds

   i. Impact of decisions as a result of decentralized administrative decision-making

6. When appropriate, the committee shall refer an issue to the negotiations process.

APPENDIX F

MILEAGE

The Board shall apply the uniform transportation policy for employees providing their reimbursement for authorized travel of eight dollars and sixty-three cents ($8.63) per day for "city-wide" authorized and reported travel or six dollars and ninety cents ($6.90) per day for "area-wide" authorized and reported travel. Employees will have an option of selecting once yearly an alternative of 34.5¢ per mile. The selection for the calendar year must be made prior to November 1 of each year for the succeeding calendar year and must be continued through the entire calendar year. The flat rate will be subject to the normal determination of travel which may include a list of destinations or schools to which an employee traveled. Selection of the 34.5¢ per mile option will necessitate the employee filing a detailed

statement on forms provided by the Board of monthly destinations, times traveled, and odometer readings. In the event the IRS increases the allowable mileage rate, this higher rate shall replace the 34.5¢. The daily rate will also be adjusted to reflect this increase.

Lower Rate	**Higher Rate**
Traveling Music Teacher	Coordinating Teachers of Cooperative Programs
Traveling Kindergarten Teacher	Vocational Counselors
Guidance Counselors	Diagnostic Teachers and Itinerant Diagnostic Teachers
Specialty Teachers	Personnel Assigned Case Manager Responsibilities
Speech Pathologists	Human Relations Curriculum Coordinators
Head Start	Human Relations Community Coordinators
Curriculum/Learning Coordinator	Program Implementors
	Social Workers
	Occupational Therapists
	Physical Therapists

Teachers who are required to travel from one (1) 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 (4)-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 [8]). 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 (4) hours or fraction thereof that the teacher worked (see above), the teacher shall be allowed one-half (.5) 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.

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.

APPENDIX H

SALARY SCHEDULE FOR 200-DAY EMPLOYEES

JULY 1, 2001 - JANUARY 21, 2002

MINIMUM	MAXIMUM	INCREMENT
$39,874	$62,015	$1,902

JANUARY 22, 2002 - JUNE 30, 2002

MINIMUM	MAXIMUM	INCREMENT
$40,273	$62,635	$1,921

JULY 1, 2002 – FEBRUARY 2, 2003

MINIMUM	MAXIMUM	INCREMENT
$40,724	$64,308	$1,943

FEBRUARY 3, 2003 – JUNE 30, 2003

MINIMUM	MAXIMUM	INCREMENT
$41,180	$65,028	$1,965

APPLICATION OF THE SCHEDULE

Effective July 1, 2001, the individual's base pay as of June 30, 2001, will be increased by 1.25 percent.

Effective January 22, 2002, the individual's base pay as of January 21, 2002, will be increased by 1.0 percent.

Effective July 1, 2002, the individual's base pay as of June 30, 2002, will be increased by 1.12 percent.

Effective February 3, 2003, the individual's base pay as of February 2, 2003, will be increased by 1.12 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.

OUTSIDE EXPERIENCE CREDIT

The minimum salary shall apply to new social workers who have not had previous paid social work experience, thus not qualifying for state school social work certification. School social workers hired after January 1, 1976, shall be given credit for appropriate outside experience on the salary schedule, beginning one (1) increment above the minimum up to five (5) years paid experience.

APPENDIX I

PART-TIME TEACHERS WORKING LESS THAN FIFTY PERCENT (50%) OF A FULL TEACHING SCHEDULE

1. Employees working less than fifty percent (50%) of a full-time teaching schedule shall be paid the percentage of the applicable teacher salary based upon the fraction of the normal, full-time, daily or weekly instructional load that they work. It is recognized that any preparation required for teaching is assumed by the teacher.

2. Teachers employed to teach less than fifty percent (50%) of the full teaching schedule should not be required to report to work more than ten (10) minutes before their scheduled work time.

3. Part-time teachers will receive a continuous assignment.

4. Part-time teachers will be considered to be employed on a yearly basis. They will not be considered continuously employed unless notified of that fact prior to the end of the school year. They will not be able to use that part-time employment as a claim for any additional hours of employment or for full-time employment.

5. In addition to this appendix, the only other contract provisions applicable shall be the following sections: Part I; Part II, Sections A, B, C, D, E, and F; Part III, Sections D, E, and F; Part IV, Sections B(5), F, G, I, M (as modified herein), N, and T(2); Part VII; Part VIII; and Part IX (as modified herein). Such teachers will be employed within the parameters of the school calendar.

APPENDIX J

SALARY SCHEDULE FOR 191-DAY THERAPISTS JULY 1, 2001 – JANUARY 21, 2002

MINIMUM	MAXIMUM	INCREMENT
$36,350	$59,277	$1,819

JANUARY 22, 2002 – JUNE 30, 2002

MINIMUM	MAXIMUM	INCREMENT
$36,714	$59,870	$1,837

JULY 1, 2002 – FEBRUARY 2, 2003

MINIMUM	MAXIMUM	INCREMENT
$37,125	$61,470	$1,858

FEBRUARY 3, 2003 – JUNE 30, 2003

MINIMUM	MAXIMUM	INCREMENT
$37,541	$62,158	$1,879

APPLICATION OF THE SCHEDULE

Effective July 1, 2001, the individual's base pay as of June 30, 2001, will be increased by 1.25 percent.

Effective January 22, 2002, the individual's base pay as of January 21, 2002, will be increased by 1.0 percent.

Effective July 1, 2002, the individual's base pay as of June 30, 2002, will be increased by 1.12 percent.

Effective February 3, 2003, the individual's base pay as of February 2, 2003, will be increased by 1.12 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 J by employees from different salary schedules shall be in accordance with previously established procedures.

APPENDIX K

SPECIALTY TEACHERS

The Board will commit two million one hundred thousand dollars ($2,100,000) in the 1988-89 school year for the employment of specialty teachers.

APPENDIX L

EMPLOYMENT TRAINING SPECIALISTS

1. The workday for employment training specialists shall consist of eight and one-half (8.5) hours including a one (1) hour duty free lunch period. The standard workday will begin no sooner than 7:00 a.m. nor later than 9:00 a.m. and end eight and one-half (8.5) hours later. It is understood that these positions require a flexible workday and work week and that hours will vary from the traditional teacher workday and work week to accommodate training students. However, no training will be scheduled between midnight and 5:00 a.m. All work schedules are subject to prior review and approval of the program

supervisor. In recognition of the flexible work schedule, each employee shall receive additional compensation of five percent (5%) of his/her salary (see paragraph 8).

2. Hours paid beyond eight (8) in a day or forty (40) in a calendar week shall be granted straight time compensatory time. Compensatory time shall be used by the teacher within two (2) pay periods from the time it is earned. If it is not used within two (2) pay periods, the teacher will be compensated at his/her individual hourly rate for each hour of compensatory time on the next paycheck.

3. Two (2) employment training specialist positions will become twelve (12)-month positions effective June 15, 1988. These positions will be filled by volunteers in order of system-wide seniority from among the four (4) teachers currently employed as employment training specialists.

4. Twelve (12)-month employment training specialists shall receive an annual paid vacation of four (4) weeks after one (1) year of service and five (5) weeks after twenty (20) years of service. An employee who leaves the service due to resignation or death or who takes a military leave, will be paid for earned vacation time that has been accumulated. An 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.

5. Twelve (12)-month employment training specialists shall be granted a paid holiday for each of the following days: New Year's Day, the last workday prior to the day celebrated for New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, Good Friday, Christmas Day, and the last workday prior to the day celebrated for Christmas. All holidays are guaranteed. When a holiday falls on a Sunday, it shall be celebrated on the following day. When a holiday falls on a Saturday, it shall be celebrated on the preceding workday.

6. Twelve (12)-month employment training specialists will earn incentive days in the following manner:

Sick Leave Usage	**Personal Days Earned**
0 - 16 Hours	2.0 Days
16.1 - 48 Hours	1.0 Days

7. Twelve (12)-month employment training specialists will be paid on a biweekly basis.

8. Salaries for employment training specialists shall be determined in the following manner:

a. Ten (10)-month (191 days). Regular teacher salary multiplied by 1.05 (consideration for the lengthened day) multiplied by 1.05 (consideration for the flexible work schedule - see paragraph 1).

b. Twelve (12)-month. Regular teacher salary divided by 187 multiplied by 230. In addition, each individual's salary shall be multiplied by 1.05 (consideration for the lengthened day) and this multiplied by 1.05 (consideration for flexible work schedule - see paragraph 1).

9. Any available employment training specialist positions shall be offered to all exceptional education teachers who possess the following qualifications:

a. Certification in any area of exceptional education at the secondary level.

b. Evidence of successful completion of all phases of Marc Gold "Try Another Way" training; i.e., awareness, task analysis, job development, placement, and follow-up.

c. If there are no applicants who have completed all phases of Marc Gold "Try Another Way" and no applicants who have completed the "Job Development" phase of the Marc Gold workshops, then designated vocational instructors will be considered.

d. Applicants from each of the areas of exceptional education who possess the foregoing qualifications shall be selected in order of seniority for the positions.

SALARY SCHEDULE FOR
12-MONTH EMPLOYMENT TRAINING SPECIALISTS
JULY 1, 2001 – JANUARY 21, 2002

Steps	BA	BA + 16	MA	MA + 16	MA + 32
0	$38,377	$40,239	$43,217	$45,078	$46,940
1	39,285	41,192	44,242	46,149	48,055
2	41,101	43,098	46,295	48,291	50,289
3	42,917	45,005	48,347	50,435	52,522
4	44,732	46,911	50,397	52,578	54,756
5	46,548	48,818	52,451	54,720	56,991
6	48,365	50,724	54,501	56,864	59,224
7	50,182	52,632	56,555	59,004	61,458
8	51,996	54,537	58,607	61,148	63,691
9	53,812	56,445	60,658	63,292	65,924
10	55,628	58,351	62,710	65,434	68,158
11	57,444	60,259	64,764	67,577	70,392
12	59,261	62,164	67,250	70,156	72,626
13			69,974	71,866	74,859
14			70,694	73,770	76,846
15			71,053	74,723	77,840
16			71,734	75,938	79,198

SALARY SCHEDULE FOR
10-MONTH EMPLOYMENT TRAINING SPECIALISTS
JULY 1, 2001 – JANUARY 21, 2002

Steps	BA	BA + 16	MA	MA + 16	MA + 32
0	$31,112	$32,625	$35,048	$36,561	$38,073
1	31,850	33,400	35,881	37,432	38,982
2	33,326	34,952	37,550	39,174	40,798
3	34,803	36,502	39,217	40,915	42,614
4	36,279	38,051	40,887	42,658	44,430
5	37,755	39,602	42,555	44,401	46,245
6	39,232	41,152	44,223	46,143	48,063
7	40,710	42,701	45,891	47,885	49,878
8	42,186	44,253	47,560	49,628	51,693
9	43,662	45,803	49,229	51,368	53,510
10	45,138	47,355	50,896	53,111	55,325
11	46,459	48,739	52,387	54,668	56,951
12	48,092	50,454	54,587	56,950	58,958
13			56,801	58,341	60,774
14			57,386	59,888	62,391
15			57,679	60,661	63,200
16			58,231	61,648	64,304

SALARY SCHEDULE FOR
12-MONTH EMPLOYMENT TRAINING SPECIALISTS
JANUARY 22, 2002 – JUNE 30, 2002

Steps	BA	BA + 16	MA	MA + 16	MA + 32
0	$38,761	$40,641	$43,649	$45,529	$47,409
1	39,678	41,604	44,684	46,610	48,536
2	41,512	43,529	46,758	48,774	50,792
3	43,346	45,455	48,830	50,939	53,047
4	45,179	47,380	50,901	53,104	55,304
5	47,013	49,306	52,976	55,267	57,561
6	48,849	51,231	55,046	57,433	59,816
7	50,684	53,158	57,121	59,594	62,073
8	52,516	55,082	59,193	61,759	64,328
9	54,350	57,009	61,265	63,925	66,583
10	56,184	58,935	63,337	66,088	68,840
11	58,018	60,862	65,412	68,253	71,096
12	59,854	62,786	67,923	70,858	73,352
13			70,674	72,585	75,608
14			71,401	74,508	77,614
15			71,764	75,470	78,618
16			72,451	76,697	79,990

SALARY SCHEDULE FOR
10-MONTH EMPLOYMENT TRAINING SPECIALISTS
JANUARY 22, 2002 – JUNE 30, 2002

Steps	BA	BA + 16	MA	MA + 16	MA + 32
0	$31,423	$32,951	$35,398	$36,927	$38,454
1	32,169	33,734	36,240	37,806	39,372
2	33,659	35,302	37,926	39,566	41,206
3	35,151	36,867	39,609	41,324	43,040
4	36,642	38,432	41,296	43,085	44,874
5	38,133	39,998	42,981	44,845	46,707
6	39,624	41,564	44,665	46,604	48,544
7	41,117	43,128	46,350	48,364	50,377
8	42,608	44,696	48,036	50,124	52,210
9	44,099	46,261	49,721	51,882	54,045
10	45,589	47,829	51,405	53,642	55,878
11	46,924	49,226	52,911	55,215	57,521
12	48,573	50,959	55,133	57,520	59,548
13			57,369	58,924	61,382
14			57,960	60,487	63,015
15			58,256	61,268	63,832
16			58,813	62,264	64,947

SALARY SCHEDULE FOR
12-MONTH EMPLOYMENT TRAINING SPECIALISTS
JULY 1, 2002 – FEBRUARY 2, 2003

Steps	BA	BA + 16	MA	MA + 16	MA + 32
0	$39,195	$41,096	$44,138	$46,039	$47,940
1	40,122	42,070	45,184	47,132	49,080
2	41,977	44,017	47,282	49,320	51,361
3	43,831	45,964	49,377	51,510	53,641
4	45,685	47,911	51,471	53,699	55,923
5	47,540	49,858	53,569	55,886	58,206
6	49,396	51,805	55,663	58,076	60,486
7	51,252	53,753	57,761	60,261	62,768
8	53,104	55,699	59,856	62,451	65,048
9	54,959	57,648	61,951	64,641	67,329
10	56,813	59,595	64,046	66,828	69,611
11	58,668	61,544	66,145	69,017	71,892
12	60,524	63,489	68,684	71,652	74,174
13			71,466	73,398	76,455
14			72,201	75,342	78,483
15			72,568	76,315	79,499
16			73,956	78,797	82,273

SALARY SCHEDULE FOR
10-MONTH EMPLOYMENT TRAINING SPECIALISTS
JULY 1, 2002 – FEBRUARY 2, 2003

Steps	BA	BA + 16	MA	MA + 16	MA + 32
0	$31,775	$33,320	$35,794	$37,341	$38,885
1	32,529	34,112	36,646	38,229	39,813
2	34,036	35,697	38,351	40,009	41,668
3	35,545	37,280	40,053	41,787	43,522
4	37,052	38,862	41,759	43,568	45,377
5	38,560	40,446	43,462	45,347	47,230
6	40,068	42,030	45,165	47,126	49,088
7	41,578	43,611	46,869	48,906	50,941
8	43,085	45,197	48,574	50,685	52,795
9	44,593	46,779	50,278	52,463	54,650
10	46,100	48,365	51,981	54,243	56,504
11	47,450	49,777	53,504	55,833	58,165
12	49,117	51,530	55,750	58,164	60,215
13			58,012	59,584	62,069
14			58,609	61,164	63,721
15			58,908	61,954	64,547
16			60,036	63,968	66,801

SALARY SCHEDULE FOR
12-MONTH EMPLOYMENT TRAINING SPECIALISTS
FEBRUARY 3, 2003 – JUNE 30, 2003

Steps	BA	BA + 16	MA	MA + 16	MA + 32
0	$39,634	$41,556	$44,632	$46,555	$48,477
1	40,571	42,541	45,690	47,660	49,630
2	42,447	44,510	47,812	49,872	51,936
3	44,322	46,479	49,930	52,087	54,242
4	46,197	48,448	52,047	54,300	56,549
5	48,072	50,416	54,169	56,512	58,858
6	49,949	52,385	56,286	58,726	61,163
7	51,826	54,355	58,408	60,936	63,471
8	53,699	56,323	60,526	63,150	65,777
9	55,575	58,294	62,645	65,365	68,083
10	57,449	60,262	64,763	67,576	70,391
11	59,325	62,233	66,886	69,790	72,697
12	61,202	64,200	69,453	72,455	75,005
13			72,266	74,220	77,311
14			73,010	76,186	79,362
15			73,381	77,170	80,389
16			74,784	79,680	83,194

SALARY SCHEDULE FOR
10-MONTH EMPLOYMENT TRAINING SPECIALISTS
FEBRUARY 3, 2003 – JUNE 30, 2003

Steps	BA	BA + 16	MA	MA + 16	MA + 32
0	$32,131	$33,693	$36,195	$37,759	$39,321
1	32,893	34,494	37,056	38,657	40,259
2	34,417	36,097	38,781	40,457	42,135
3	35,943	37,698	40,502	42,255	44,009
4	37,467	39,297	42,227	44,056	45,885
5	38,992	40,899	43,949	45,855	47,759
6	40,517	42,501	45,671	47,654	49,638
7	42,044	44,099	47,394	49,454	51,512
8	43,568	45,703	49,118	51,253	53,386
9	45,092	47,303	50,841	53,051	55,262
10	46,616	48,907	52,563	54,851	57,137
11	47,981	50,335	54,103	56,458	58,816
12	49,667	52,107	56,374	58,815	60,889
13			58,662	60,251	62,764
14			59,265	61,849	64,435
15			59,568	62,648	65,270
16			60,708	64,684	67,549

APPENDIX M

ORIENTATION AND MOBILITY TEACHERS

The workday for orientation and mobility teachers shall consist of seven (7) hours including a one (1)-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 (7) 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 five percent (5%) of his/her salary.

APPENDIX N
SALARY SCHEDULE FOR CONGRESS
207-DAY TEACHERS
JULY 1, 2001 – JANUARY 21, 2002

Steps	BA	BA+16	MA	MA+16	MA+32	Non-degree
0	$30,669	$32,155	$34,536	$36,024	$37,510	$29,179
1	31,394	32,917	35,357	36,881	38,403	29,870
2	32,846	34,441	36,995	38,592	40,189	31,249
3	34,296	35,966	38,636	40,306	41,973	32,627
4	35,748	37,489	40,275	42,018	43,759	34,006
5	37,199	39,014	41,916	43,729	45,544	35,384
6	38,649	40,538	43,557	45,444	47,328	36,764
7	40,103	42,060	45,195	47,155	49,115	38,144
8	41,552	43,584	46,835	48,868	50,900	39,520
9	43,005	45,109	48,476	50,580	52,685	40,899
10	44,456	46,632	50,116	52,295	54,470	42,280
11	45,908	48,157	51,756	54,006	56,256	43,658
12	47,359	49,681	53,744	56,068	58,040	44,245
13	48,065	50,504	55,921	57,434	59,826	
14			57,024	58,582	61,034	
15			58,136	60,551	63,241	

16			58,692	61,535	64,345	

SALARY SCHEDULE FOR CONGRESS
207-DAY TEACHERS
JANUARY 22, 2002 – JUNE 30, 2002

Steps	BA	BA+16	MA	MA+16	MA+32	Non-degree
0	$30,976	$32,477	$34,881	$36,384	$37,885	$29,471
1	31,708	33,246	35,711	37,250	38,787	30,169
2	33,174	34,785	37,365	38,978	40,591	31,561
3	34,639	36,326	39,022	40,709	42,393	32,953
4	36,105	37,864	40,678	42,438	44,197	34,346
5	37,571	39,404	42,335	44,166	45,999	35,738
6	39,035	40,943	43,993	45,898	47,801	37,132
7	40,504	42,481	45,647	47,627	49,606	38,525
8	41,968	44,020	47,303	49,357	51,409	39,915
9	43,435	45,560	48,961	51,086	53,212	41,308
10	44,901	47,098	50,617	52,818	55,015	42,703
11	46,367	48,639	52,274	54,546	56,819	44,095
12	47,833	50,178	54,281	56,629	58,620	44,687
13	48,546	51,009	56,480	58,008	60,424	
14			57,594	59,168	61,644	
15			58,717	61,157	63,873	

16			59,279	62,150	64,988	

SALARY SCHEDULE FOR CONGRESS
207-DAY TEACHERS
JULY 1, 2002 – FEBRUARY 2, 2003

Steps	BA	BA+16	MA	MA+16	MA+32	Non-degree
0	$31,323	$32,841	$35,272	$36,792	$38,309	$29,801
1	32,063	33,618	36,111	37,667	39,221	30,507
2	33,546	35,175	37,783	39,415	41,046	31,914
3	35,027	36,733	39,459	41,165	42,868	33,322
4	36,509	38,288	41,134	42,913	44,692	34,731
5	37,992	39,845	42,809	44,661	46,514	36,138
6	39,472	41,402	44,486	46,412	48,336	37,548
7	40,958	42,957	46,158	48,160	50,162	38,956
8	42,438	44,513	47,833	49,910	51,985	40,362
9	43,921	46,070	49,509	51,658	53,808	41,771
10	45,404	47,625	51,184	53,410	55,631	43,181
11	46,886	49,184	52,859	55,157	57,455	44,589
12	48,369	50,740	54,889	57,263	59,277	45,187
13	49,090	51,580	57,113	58,658	61,101	
14			58,239	59,831	62,334	

15			59,375	61,842	64,588	
16			60,511	63,850	66,844	

SALARY SCHEDULE FOR CONGRESS
207-DAY TEACHERS
FEBRUARY 3, 2003 – JUNE 30, 2003

Steps	BA	BA+16	MA	MA+16	MA+32	Non-degree
0	$31,674	$33,209	$35,667	$37,204	$38,738	$30,135
1	32,422	33,995	36,515	38,089	39,660	30,849
2	33,922	35,569	38,206	39,856	41,506	32,271
3	35,419	37,144	39,901	41,626	43,348	33,695
4	36,918	38,717	41,595	43,394	45,193	35,120
5	38,418	40,291	43,288	45,161	47,035	36,543
6	39,914	41,866	44,984	46,932	48,877	37,969
7	41,417	43,438	46,675	48,699	50,724	39,392
8	42,913	45,012	48,369	50,469	52,567	40,814
9	44,413	46,586	50,064	52,237	54,411	42,239
10	45,913	48,158	51,757	54,008	56,254	43,665
11	47,411	49,735	53,451	55,775	58,098	45,088
12	48,911	51,308	55,504	57,904	59,941	45,693
13	49,640	52,158	57,753	59,315	61,785	
14			58,891	60,501	63,032	

15	60,040	62,535	65,311
16	61,189	64,565	67,593

APPENDIX O

SALARY SCHEDULE FOR SCHOOL NURSES
JULY 1, 2001 – JANUARY 21, 2002

MINIMUM	MAXIMUM	INCREMENT
$29,980	$43,701	$1,493

JANUARY 22, 2002 – JUNE 30, 2002

MINIMUM	MAXIMUM	INCREMENT
$30,280	$44,138	$1,508

JULY 1, 2002 – FEBRUARY 2, 2003

MINIMUM	MAXIMUM	INCREMENT
$30,619	$45,395	$1,525

FEBRUARY 3, 2003 – JUNE 30, 2003

MINIMUM	MAXIMUM	INCREMENT
$30,962	$45,903	$1,542

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, 2001 - JANUARY 21, 2002
SEMESTER I

Steps	BA	BA+16	MA	MA+16	MA+32	Non-degree
0	$31,301	$32,821	$35,248	$36,767	$38,285	
1	32,044	33,597	36,086	37,643	39,196	
2	33,523	35,152	37,760	39,391	41,019	
3	35,006	36,707	39,435	41,135	42,840	
4	36,486	38,263	41,108	42,887	44,663	
5	37,967	39,818	42,782	44,634	46,485	
6	39,447	41,374	44,455	46,382	48,306	
7	40,930	42,928	46,128	48,130	50,129	
8	42,410	44,484	47,804	49,877	51,951	
9	43,892	46,042	49,477	51,626	53,774	
10	45,373	47,595	51,150	53,374	55,594	
11	46,855	49,151	52,826	55,121	57,417	
12	48,337	50,706	54,854	57,226	59,238	
13	49,058	51,546	57,076	58,621	61,059	
14	52,109	53,701	58,202	59,792	62,294	
15			59,337	61,802	64,546	
16			59,906	62,806	65,674	

SALARY SCHEDULE FOR
200-DAY TEAM MENTORS (EXTRA 9 DAYS PLUS 5%)
JANUARY 22, 2002 - JUNE 30, 2002
SEMESTER II

Steps	BA	BA+16	MA	MA+16	MA+32	Non-degree
0	$31,614	$33,149	$35,601	$37,136	$38,668	
1	32,364	33,934	36,446	38,019	39,588	
2	33,858	35,504	38,138	39,783	41,430	
3	35,356	37,075	39,829	41,547	43,268	
4	36,852	38,646	41,519	43,315	45,110	
5	38,347	40,216	43,209	45,080	46,949	
6	39,842	41,788	44,900	46,846	48,789	
7	41,339	43,358	46,589	48,611	50,631	
8	42,834	44,930	48,281	50,375	52,470	
9	44,331	46,503	49,973	52,142	54,311	
10	45,828	48,071	51,661	53,907	56,150	
11	47,324	49,642	53,353	55,673	57,991	
12	48,820	51,213	55,402	57,798	59,830	
13	49,548	52,061	57,647	59,206	61,670	
14	52,631	54,238	58,784	60,391	62,917	
15			59,931	62,418	65,192	

1	16		60,504	63,434	66,330

MTEA (Teachers)	226	7/01/01 - 6/30/03

SALARY SCHEDULE FOR
200-DAY TEAM MENTORS (EXTRA 9 DAYS PLUS 5%)
JULY 1, 2002 – FEBRUARY 2, 2003
SEMESTER I

Steps	BA	BA+16	MA	MA+16	MA+32	Non-degree
0	$31,968	$33,521	$36,000	$37,551	$39,101	
1	32,726	34,313	36,855	38,445	40,032	
2	34,238	35,902	38,565	40,229	41,894	
3	35,752	37,490	40,275	42,013	43,754	
4	37,264	39,078	41,984	43,800	45,616	
5	38,776	40,667	43,694	45,585	47,475	
6	40,288	42,256	45,403	47,370	49,335	
7	41,802	43,844	47,111	49,155	51,197	
8	43,314	45,433	48,822	50,940	53,058	
9	44,828	47,024	50,531	52,725	54,919	
10	46,341	48,609	52,240	54,511	56,780	
11	47,854	50,198	53,951	56,296	58,641	
12	49,368	51,787	56,023	58,445	60,500	
13	50,103	52,644	58,293	59,870	62,362	
14	53,221	54,845	59,442	61,066	63,622	
15			60,602	63,118	65,922	

1	16		61,761	65,172	68,224

MTEA (Teachers)	228	7/01/01 - 6/30/03

SALARY SCHEDULE FOR
200-DAY TEAM MENTORS (EXTRA 9 DAYS PLUS 5%)
FEBRUARY 3, 2003 - JUNE 30, 2003
SEMESTER II

Steps	BA	BA+16	MA	MA+16	MA+32	Non-degree
0	$32,326	$33,896	$36,404	$37,971	$39,539	
1	33,093	34,697	37,268	38,875	40,480	
2	34,621	36,304	38,997	40,680	42,362	
3	36,152	37,910	40,726	42,482	44,244	
4	37,682	39,516	42,454	44,290	46,126	
5	39,210	41,122	44,183	46,096	48,007	
6	40,740	42,729	45,910	47,901	49,887	
7	42,271	44,334	47,638	49,706	51,771	
8	43,799	45,942	49,369	51,509	53,652	
9	45,329	47,550	51,098	53,316	55,534	
10	46,860	49,154	52,826	55,122	57,415	
11	48,389	50,760	54,555	56,926	59,297	
12	49,921	52,366	56,651	59,099	61,177	
13	50,664	53,233	58,945	60,541	63,059	
14	53,817	55,459	60,108	61,751	64,335	
15			61,281	63,826	66,660	

1	16		62,453	65,902	68,988

MTEA (Teachers)	230	7/01/01 - 6/30/03

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 (1) full-time vacancy for the following school year known by May 1 may use this contract provision.

2. *What elements are necessary for a school/program to use the interview process under Part V, Section P?*

The school/program must have at least one (1) full-time teacher vacancy for the following school year known by May 1, the school/program must submit a request to interview, and the school/program must have a school interview team (or teams) as prescribed by contract.

3. *Who decides whether or not a school/program submits a request to interview?*

The threshold decision as to whether or not a school/program will do interviews ideally should be made jointly by the principal and teachers at each school/program. For many schools/programs, a consensus decision can be reached without the need for a formal vote.

In any school/program at which there is not a clear consensus in support of doing interviews, a written, secret ballot must be conducted by the building representative (BR). To do interviews under Part V, Section P, fifty-one percent (51%) of the certified teachers on the staff at the school/program must vote in favor of interviews.

"Teachers" include all members of the teacher bargaining unit assigned to the school/ program full-time, including counselors, speech pathologists, social workers, etc. Teachers assigned half-time to two (2) different schools have voting rights at both schools. Teachers assigned to a school for less than half-time do not have voting rights at that school.

4. *Does the decision to conduct interviews under Part V, Section P, automatically carry over to each new school year?*

In February, any school which has participated in the interview process for at least two (2) staffing cycles may revoke that authority based upon an affirmative vote of at least fifty-one percent (51%) 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?*

The district continues to be obligated to fill any positions vacant where suitable candidates become available at anytime during the school year consistent with Part V, Section M.

However, positions that are vacant during the school year which are not filled by March 15 shall be considered vacancies known for the following school year and subject to the school team interview process. If a selection is made during the interview process, the district is no longer obligated to fill the position during the current school year.

10. *Which teacher vacancies may be filled by interviews?*

Under the contract, the term "teacher" means all positions within the teacher bargaining unit.

For filling teacher vacancies through interviews, the contract provisions cover full-time teacher positions including classroom teachers, social workers, librarians, guidance counselors (both elementary and secondary), and specialists (art, music, physical education, etc.).

However, the interview provisions does not apply to speech pathologist, diagnostic teacher, and ESL teacher positions.

11. *If, for example, a third grade teacher submits a written notice to MPS before May 1 of his/her intent to retire at the end of the school year, must the principal list the vacancy as a third grade position?*

No. As in the past, teachers have the right to make their preferences of assignment within a school known to principals, and principals have the "power of assignment" - the right to make teaching assignments within certification from among the existing faculty.

In this example, the principal could decide to move one (1) of the present fourth grade teachers to the third grade position that will become vacant next fall (based on the retirement). The principal's power of assignment could be exercised in response to a fourth grade teacher's request for a third grade assignment. In this example, the vacancy known by May 1 could properly be listed as a fourth grade position, as determined by the principal.

12. *If a teacher tells the administration that he/she wants to transfer, especially if that teacher has sufficient seniority to assume the transfer will be granted, can that transfer request be considered a known vacancy?*

No. There is no guarantee that the teacher will receive the transfer.

13. *Must a school advertise for all known vacancies if it wishes to participate in the interview process?*

Yes. However, the school interview team will determine whom to interview and may decide not to interview any applicants for one (1) or more of the known vacancies.

COMPOSITION OF INTERVIEW TEAMS

14. *What are the contractual requirements for the school interview team?*

To conduct interviews, the contract requires a school interview team "consisting of an on-site administrator, teachers, and at least one (1) parent. A majority of the team shall be teachers." Interns, permit teachers, and substitute teachers are ineligible to serve on a team.

The school/program may not conduct interviews unless an interview team is established, with teachers comprising a majority of the team members. In schools/programs with more than one (1) team, teachers must comprise the majority of each team.

In the operation of the school interview process, the principal serves as a member of the team. Each school team should determine who will chair the team. The principal may choose to assign an assistant principal to serve on the team(s), instead of the principal.

15. *Is there a minimum number of people who should serve on the interview team?*

Yes. The minimum number is five (5) team members - an on-site administrator, three (3) teachers, and one (1) parent. (The only exception is a school that has no on-site administrator. At those sites, the team should consist of one [1] parent and two [2] teachers.)

16. *What does the contractual provision that "a majority of the team shall be teachers" mean?*

A majority of teachers means one (1) more than the number of non-teacher members. For example, if a team includes an administrator and two (2) parents, the team must include four (4) teachers.

17. *Should alternate team members be elected in case a situation arises in which a team member cannot participate when the interviews begin?*

Yes. Teachers should elect an alternate for each team in case a teacher is prevented from serving on the team due to an illness or other unforeseen situation. Likewise, there should be at least one (1) parent alternate for each parent on an interview team.

Alternates should be elected at the same time as team members.

Alternates should receive training on the interview process, along with the team members at each school/program. As part of the training process, it should be made clear that alternates will serve only if needed prior to the start of the interviews for a particular vacancy.

Information shared during interviews is to be kept confidential. Accordingly, only team members will be allowed to participate in the interviews. Alternates will not be allowed to attend interviews as non-voting observers.

18. *Are alternates allowed to serve on the interview teams after one (1) or more of the applicants has been interviewed?*

No. The integrity of the process is compromised if the composition of the team changes after any of the candidates have been interviewed.

19. *What if a team member is absent on the day an interview is scheduled?*

Unless a duly-elected and trained alternate is available, the interview must be rescheduled. A fair process requires the presence of the same team members at all of the interviews held for a particular vacancy.

20. *May a school/program have more than one (1) interview team?*

After the vacancies are determined, a school/program may decide that two (2) or more teams will serve its needs better than one (1) team.

Ideally, a decision to do multiple teams would be made jointly by the principal and teachers at the school. In most situations, a consensus decision can be reached without a formal vote.

Without a clear consensus in favor of multiple teams, the BR should conduct a written, secret ballot. To do multiple teams, a favorable vote by fifty-one percent (51%) of the teachers at the school/program is required.

21. *Should teachers get involved in the process of selecting parent members to the team?*

As a general rule, teachers should let parents decide on the parent team members.

22. *Can an MPS employee with a child attending the school where he/she works serve as a parent representative on that school's interview team?*

No. The school board policy on school governance councils, established on November 25, 1997, specifically excludes employees from serving as parent representatives on school councils. The board policy states: "A parent who is also a paid employee of his/her child's school shall not serve in the capacity of 'parent member' on the council, but may serve as a teacher representative or support-staff representative."

MPS has taken the position that the Board's policy on school governance councils applies to the question of employees serving as parent representatives on interview teams. This means that a teacher who has a child at the school may serve on the team only if elected as a teacher representative. An administrator who is a parent of a child at the school may serve as the on-site administrator team member, but not as a parent representative. Other employees at the school - educational assistants, secretaries, cooks, etc. - may not serve on a team at a school their child attends.

23. *What if a school/program cannot obtain parent participation on the interview team?*

The contract clearly requires the participation of at least one (1) parent on the team. Without the required team members, a school cannot do interviews.

24. *What is meant by a "uniform process conducted by the BR" for the election of teachers to serve on a school interview team?*

BR's must conduct a reasonable, fair, and democratic election process. Written notice of the election must be provided to all teachers at the school/program. There must be an opportunity for all teachers to be nominated and a reasonable period of time for voting by written, secret ballot.

25. *Which teachers are eligible to vote in the election of teacher team members for interview teams?*

"Teachers" include all members of the teacher bargaining unit assigned to the school full-time, including counselors, speech pathologists, social workers, etc. Teachers assigned half-time to two (2) different schools have voting rights at both schools. Teachers assigned to a school for less than half-time do not have voting rights at that school. Interns, permit teachers, and substitute teachers are ineligible to vote on a team.

Any teacher eligible to vote is also eligible to serve on the team.

26. *How should BR's handle the election of multiple teams?*

In schools/programs which determine that the nature and number of vacancies dictate more than one (1) team, the BR should conduct a process that allows all teachers to be nominated for each team and gives all teachers the opportunity to vote for the members of each team.

For example, suppose a high school has one (1) vacancy in English, two (2) in science, and one (1) in LD, and the school decides to have three (3) interview teams. Nominations would be open to all teachers to serve on each of the three (3) teams, and all teachers would have the opportunity to vote for the members for each team. A social studies teacher could be elected to the LD vacancy team. The voting for the science vacancies team would not be limited to science department members. If elected, a teacher could serve on all three (3) teams. The BR would determine the mechanics of conducting the three (3) elections.

27. *Are teachers elected to school interview teams on a permanent basis?*

No. Each February, the BR must conduct a new election of teacher team members.

RIGHTS AND RESPONSIBILITIES OF THE INTERVIEW TEAMS

28. *What are the rights and responsibilities of the school interview team?*

School interview teams are empowered to determine which applicants they will interview, to conduct the interviews, and to select teachers who best fit the school's program and philosophy. If a team cannot reach consensus on a selection, agreement by a majority of the team is required to select an applicant.

Once a team has decided on which applicants to interview, it must interview all of them before discussing the candidates and making its selection. For example, suppose ten (10) teachers applied for a position. Based on the interview team's review of the applications, the team could decide to interview four (4) of the ten (10) teachers who applied. The team is then required to interview all four applicants and should not discuss any of the candidates until after the interviews are completed. Fairness requires that all applicants be given an equal opportunity for consideration.

MPS is responsible for providing training to those involved in interviews regarding discrimination laws and other statutes and regulations on how interviews must be conducted.

Teachers serving on interview teams are acting within the scope of their employment. The school board will defend and hold teachers harmless if legal action arises as a result of interviews.

29. *Does MPS plan to provide training on interviewing each school year?*

Yes. Each year, training sessions will be made available to schools on a system-wide basis.

30. *Do the staff racial balance criteria, which were ordered by Federal Court in 1979, restrict the selection which a school interview team may make?*

No. The compulsory features for staff racial balance that had been followed since 1979 have been removed from the contract. An interview team cannot be required to accept or reject an applicant based on the race of the candidate nor based on the racial make-up of the school's current faculty.

However, in accordance with Part I, Section H, of the contract, the Board and the MTEA are committed to cooperating to ensure that the professional staff at each school is racially diverse, in continuation of the Board's longstanding commitment to the faculty assignment

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

31. *Does the contract provide teachers who serve on interview teams with any additional pay or compensatory time off for their service?*

No. The contract does not provide additional pay and/or released time for this service.

32. *May interviews take place during the school day?*

No. There is no contractual provision defining when interviews may be held. MPS has determined that all interviews must be held outside of the school day. Since teacher and parent service on interview teams is voluntary and unpaid, the scheduling should accommodate them, as well as the schedules of the applicants.

33. *Must interview team interview all applicants?*

No. All applications for a vacancy at a school are given to the interview team. The interview team determines which applicant(s) it will interview.

34. *Does the interview team have the option of not selecting any of the applicants interviewed?*

Yes.

35. *What happens to all of the notes, score sheets, and any other materials produced by interview team members after the process is completed?*

MPS has directed the principals to permanently retain all materials - including personal notes - produced by all interview team members. Such documents may be considered as evidence if any legal action resulted from interviews.

36. *May interviews be taped?*

No. MPS has determined that taping (audio or video) will not be permitted for school team interviews to fill teacher vacancies.

37. *Can interview team members review the personnel file of the candidate?*

No.

RIGHTS AND RESPONSIBILITIES OF TEACHERS SEEKING INTERVIEW REASSIGNMENTS

38. *What are the rights and responsibilities of teachers seeking interview reassignments?*

Teachers may apply for as many schools as they choose.

A teacher who submits an application is not guaranteed an interview; each school interview team determines whom it will interview.

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's 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 (3) 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 April 1. Applications will also be available on the Human Resources Website. The MTEA and the MPS central office 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 the central office.

However, the application form for interviews for all schools must be submitted to the MPS Department of Human Resources - not to the schools.

Applicants are solely responsible for the timely filing of a separate application form for each school/program they are interested in applying to and for submitting any additional information requested by a school/program.

42. *Can a teacher who received a seniority transfer within the last three (3) years seek an interview transfer?*

No. The contractual limit on receiving another transfer within three (3) years of obtaining a voluntary seniority transfer applies to both seniority and interview transfers.

43. *When are teachers selected by interview teams considered "assigned" to their new schools?*

All of the "assignments" made during the May, June, and July interview process are considered tentative until the start of the next school year. They are treated the same way as the "on paper" reassignments made during the regular seniority transfer process each summer.

It is anticipated that most of the vacancies for the next school year which are known by May 1 will not change. However, unforeseen changes may become necessary after the school board adopts the budget for the coming year and/or after the student enrollment projections for the next school year are made.

If there are changes in teacher needs known by June 30 which would result in a teacher who has been selected by the interview process displacing a teacher who has been working at the school, the tentative assignment of the teacher selected by the interview process would be rescinded.

In the event that an interview assignment is rescinded by June 30, the selected teacher would remain at his/her school and be given an opportunity to submit a voluntary transfer request for consideration when the contractual seniority transfer procedures are implemented during the summer. Likewise, if that teacher's remaining at his/her school results in another teacher at the school being excessed, that teacher would be given an opportunity to complete the standard reassignment form used by excessed teachers.

Although extremely unlikely, a situation may arise late in the summer which results in an anticipated vacancy not materializing. If so, the teacher selected by the interview process would remain at his/her school - rather than displacing a teacher who has been working at the school which made the interview selection.

On organization day, teachers who are reassigned through the interview process, as well as teachers reassigned through the seniority transfer process, are considered permanently "assigned" to their new schools. As in the past, if excessing takes place based on the third Friday student count, newly-assigned teachers would be treated as assigned to the school, the same as all other teachers at the school. Excessing would be done by contract, based on system-wide seniority.

STAFFING

Agreements between the MTEA and the administration concerning various staffing questions:

QUESTION 1

When the enrollment in a building decreases to a point that one (1) teacher must be reassigned, who would be reassigned first, a fully certified teacher or a second semester intern?

The agreement as to question 1 is that volunteers would be reassigned first and if no volunteers, then the intern would be reassigned in his/her area of preparation (primary, intermediate, or secondary, etc.). If there was no position for the intern, then the regular

teacher with least seniority would be reassigned. This teacher would be able to replace a newly hired teacher in another school following conditions as set forth in question 2 below.

QUESTION 2

When a teacher is dropped from one (1) building because of a decrease in enrollment and that teacher has some system-wide seniority, may he/she take the position of a newly assigned teacher in another school?

The agreement as to question 2 was that newly hired teachers will be tentatively assigned until after staffs are balanced. Under this procedure, an experienced teacher who is out of assignment because of an enrollment drop will be offered an assignment of a newly hired teacher. If the teacher refuses the assignment, he/she will be placed on day-to-day assignment until such time that an opening occurs. At that time, he/she will be placed. It is understood that while the teacher will not be offered a choice of assignments, the MPS Department of Human Resources will accommodate the teacher's desired assignment to the extent possible.

QUESTION 3

Where a kindergarten teacher is assigned two (2) one-half (.5) positions and one (1) of those positions closes, does that kindergarten teacher have the right to bump a person with less seniority into the half-time position so that he/she may move into the full-time position that exists in one (1) of the buildings at which he/she is working?

The agreement was that if a kindergarten teacher on a regular, full-time assignment is required to shift to a split of two (2) schools, the school from which he/she is split will be considered the primary assignment and his/her seniority rights will stand at that school. In the event that a teacher originally, or due to being moved out of the school, is placed in two (2) schools simultaneously, the school to which he/she is assigned in the morning will be the primary school and he/she may exercise his/her seniority at that school.

QUESTION 4

What happens to teachers who are excessed from one (1) building and put on day-to-day assignment in terms of their being reassigned to another building? Are they given a choice as to the schools they would like, are they assigned in any form of seniority, or are they arbitrarily assigned by the personnel office?

The agreement was that a teacher who is on day-to-day assignment would be reassigned on the basis of system-wide seniority to the next available assignment for which he/she is qualified.

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