



Master Contract

Board of Education

And

Middleton Education Association

2011-2012
2012-2013

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**MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT
MIDDLETON, WISCONSIN**

MASTER CONTRACT

SALARY SCHEDULE AND OTHER CONDITIONS OF EMPLOYMENT

July 1, 2011-June 30, 2013

1 - RECOGNITION

- 1.1 The Board of Education, acting for the Middleton-Cross Plains Area School District, recognizes the Middleton Education Association (MEA) as the sole and exclusive bargaining agent for the bargaining unit of all regular full-time and regular part-time professional employees of the District excepting the following: Superintendent of Schools, Assistant Superintendent for Business and Employee Services, Director of Employee Services, Assistant Superintendent for Educational Programs, Director of Student Services, Director of Alternative Programs, Principals, Assistant Principals, L.V.E.C., Substitute Teachers, Interns and Student Teachers, Nurses, Custodians, Confidential Secretaries, Clerical, Office, Bookkeepers, Education Assistants, Food and Nutrition Service and Transportation Personnel; agrees to enter in good faith into negotiations with the MEA on such matters as wages, hours and conditions of employment with regard to members of the bargaining unit. Hereinafter such bargaining unit members are referred to interchangeably as "employees" or "teachers" or "members".

The parties agree to form a Labor Management Cooperative (LMC). Each party shall designate up to three (3) representatives to serve on the LMC. The LMC shall meet at least once per month unless both parties agree otherwise. LMC meetings shall generally be held at mutually agreeable times after school. The LMC shall consider items of interest to either or both parties. The Superintendent and the MEA President will set the agenda at least one week in advance or at the LMC meetings. The LMC may invite additional participants to provide input. The LMC shall maintain minutes of meetings, copies of which shall be provided to the President of the MEA, to the Superintendent and to the Board of Education.

Definitions of Employees

1.2.1 Regular Full-Time

Regular full-time status is defined as employees who carry a full-time load, including school day assignments that are routinely performed by bargaining unit members, without additional compensation, other than classroom, instruction. Regular full-time teachers shall be entitled to all fringe benefits under the terms of this Contract.

1.2.2 Regular Part-time

Regular part-time status is defined as employees who teach less than a full-time teacher load, (including school day assignments that are routinely performed by bargaining unit members, without additional compensation, other than classroom/instruction). Regular part-time teachers who are assigned fifty percent (50%) or more of the normal working load of the regular full-time teachers shall be entitled to prorated fringe benefits. Regular part-time teachers, who are assigned less than fifty percent (50%) of the normal working load of the regular full-time teacher, shall not be entitled to any fringe benefits under this Contract, except for prorated reimbursable leave.

1.2.3 Charter School

- 1.2.3.1 All regular full-time and regular part-time professional members of the District schools excepting the following: Superintendent of Schools, Assistant Superintendent for Business and Employee Services, Director of Employee Services, Assistant Superintendent for Educational Programs, Director of Student Services, Director of Alternative Programs, Principals, Assistant Principals, L.V.E.C., Substitute Teachers, Interns and Student Teachers, Nurses, Custodians, Confidential Secretaries, Clerical, Office, Bookkeepers, Education Assistants, Food and Nutrition Service and Transportation Personnel, employed in the Charter School are members of the collective bargaining unit represented by the MEA, and all the terms and conditions of the Master Contract between the Board and the MEA shall apply to such employees unless the parties agree otherwise in writing.
- 1.2.3.2 All regular full-time and regular part-time professional members of the District employed in the Charter School shall not as a condition of employment be required to administer, as that term is defined in Sec. 118.29(1) (a), Wis. Stats., drugs or prescription drugs to pupils.
- 1.2.3.3 The Board shall hold all regular full-time and regular professional members of the District employed in the Charter School harmless from civil liability for any act or omission done in good faith in attempting to prevent a pupil's suicide attempt to the extent such immunity would have been provided if Sec. 118.295, Wis. Stats., applied.

- 1.2.3.4 The Board shall hold all regular full-time and regular part-time professional members of the District employed in the Charter School harmless from civil liability because of their referring a pupil enrolled in the School District to law enforcement authorities or their removing a pupil from the school premises or from participating in a school sponsored activity because of suspicion of, possession of, distribution or consumption of alcoholic beverages or controlled substances to the extent such exemption from liability would have been provided if Sec. 118.257, Wis. Stats., applied.
- 1.2.3.5 All regular full-time and regular part-time professional members of the District employed in the Charter School shall hold a license or permit to teach issued by the Department of Public Instruction unless the parties agree otherwise in writing.
- 1.2.3.6 Paragraphs 1.2.3.3 and 1.2.3.4 hereof shall be rendered null and void on the day following enactment of a law restoring the liability exemptions of Sec. 118.295 and 118.257, Wis. Stats., to Charter School personnel.

1.3 Negotiations Procedures

The Board of Education and the Middleton Education Association agree to cooperatively develop procedures which will promote mutual understanding and expedite the negotiation process. To this end, a free and open exchange of views and information is desirable with all parties participating in deliberations leading to mutual agreement with respect to wages, hours, and conditions of employment.

1.4 Therefore, it is hereby agreed between the Middleton Education Association, hereinafter referred to as the MEA, and the Board of Education of the Middleton-Cross Plains Area School District, hereinafter referred to as the Board, that the following procedures shall provide a guideline for negotiations:

1.4.1 Prior to January 15 of the school year in which negotiations are to be conducted, the president of the MEA or the Board may request by letter that a joint meeting of the Board of Negotiating Representative(s) and the MEA Negotiating Representative(s) be held. This letter of request shall be transmitted through the Superintendent, who will arrange a date, time, and place to meet.

1.4.2 Procedures for negotiations shall be agreed upon prior to commencing negotiations in any year.

Proposals and counter proposals pertaining to the Master Contract shall be submitted in writing by both Parties.

2 - MANAGEMENT RIGHTS

2.1 The Board on its own behalf, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by applicable laws, rules, and regulations of the State of Wisconsin and the United States including, but not limited to:

2.1.1 The right to manage and control school properties and facilities;

2.1.2 Select, direct, and/or reassign personnel;

2.1.3 Determine and manage curriculum including extra-curricular activities;

2.1.4 Offer final approval to the type of schedule in operation in the various schools of the District;

2.1.5 Determine the size of the teaching staff, and the allocation of work to the staff;

2.1.6 Evaluate staff and program;

2.1.7 To discipline, discharge and/or non-renew employees for just cause except as otherwise provided by this agreement;

2.1.8 Determine the means whereby instructional materials, equipment, and supplies, including textbooks, are to be selected for utilization in the instructional program;

2.1.9 Retain all functions and rights to act not specifically nullified by the Master Contract.

2.2 The exercise of these rights consistent with the terms of this agreement shall not be subject to grievance.

3 - MEA RIGHTS

- 3.1 The MEA and its representative shall be permitted to conduct MEA business on school property after the normal eight (8) hour school day, provided that it shall not interfere with instructional procedures and other school operations.
- 3.2 The MEA and its members shall have the privilege of using the school buildings for meetings with the approval of the building principals outside the normal teaching day provided that such use does not require added custodial time or custodial costs and that the regular custodian is on duty.
- 3.3 The MEA and its members, with prior approval of the principal, shall have the privilege of using school facilities and equipment which are cleared to operate by the District including designated typewriters, mimeograph machines and other duplicating equipment when such equipment is not otherwise in use. The MEA shall pay for the costs of all materials and supplies incidental to such use.
- 3.4 The MEA and its members shall have the right to post notices of activities and matters of local MEA concern on a designated employee bulletin board in each school building when properly signed and a removal date endorsed by the building representative. Matters posted by the MEA will not interfere or advocate interference of the normal operation of the schools.
- 3.5 The MEA may use the District inter-school mail service or teacher mail boxes for only local MEA approved letter or flyer distribution which does not interfere with or advocate interference of the normal operation of the schools.
- 3.6 The MEA or its members shall be given an opportunity to make brief announcements of the local MEA related meetings at regularly scheduled staff meetings when planned in advance and approved by the principal.
- 3.7 The MEA President or designee shall be given an opportunity to welcome new or beginning teachers during planned orientation activities when planned in advance with the Superintendent. The District will provide the MEA President with a list of all newly hired teachers' names, addresses and District approved email addresses by July 15th of each year to be updated until the start of the school year.
- 3.8 Designated representatives of the MEA shall be permitted to receive telephone calls or other communications concerning MEA business during regular school hours, the representative's regular scheduled preparation period and duty free lunch periods, providing that this shall not interfere with or interrupt normal school operations.
- 3.9 **Release Days**

The President of the Association shall be permitted up to twelve (12) days of leave, with pay, during each school year covered by this agreement. These days may be used in half or full day increments. Additional days may be made available by mutual agreement.

These days shall be used for Association business such as, but not limited to, the administration of the labor agreement, collaboration or mutual problem solving relating to matters of district-wide concern and/or the relationship between the parties. These days shall not be used for the purpose of participation in or supporting any form of work stoppage or sanction whether in District or out of District origin.

Advance notification of the utilization of such leave shall be given to the Superintendent.

The Association shall reimburse the District the cost of a substitute teacher for each Association Day utilized.

- 3.10 Site-based decisions that affect wages, hours or conditions of employment are subject to negotiation with the MEA.

4 - RESOLUTION OF DIFFERENCES

- 4.1 The MEA and the Board agree that differences can best be resolved by following procedures as outlined under the Grievance Procedures of the Master Contract.
- 4.2 The parties further recognize the importance of non-interruption of the school program and the need to pursue every possible avenue for peaceful settlement of disputes to avoid such interruption.

5 - CONDITIONS OF EMPLOYMENT

5.1 Certification and Qualifications

5.1.1 Members of the professional staff must meet at least the minimum State and North Central Association certification requirements for their respective teaching assignments. All teachers must have a valid Wisconsin teacher license, certificate, or permit on file before commencing duties for which they are being employed.

5.1.2 The Superintendent or his/her designee will not assign a teacher to a position for which the teacher is not certified or has not agreed to apply for appropriate certification.

5.1.3 Teachers Authority to Teach

A newly employed teacher must present to the Office of Employee Services a valid teaching certificate appropriate to his/her assignment prior to the date of reporting to work. If no certificate is available at the time of employment an application for certification, a transcript of credits earned to receive certification, and proof of payment of license fee must be presented to the Office of Employee Services.

A returning teacher whose certification expires on June 30 must present to the Office of Employee Services prior to the date of reporting to work the next academic year, a valid teaching certificate appropriate to his/her assignment, or application for same, transcript of credits earned to renew the certificate and proof of payment of license fee.

No order or warrant shall be issued by the District in payment of the salary of a teacher unless the teacher has complied with this subsection.

5.2 Evaluation Procedure

5.2.1 A teacher will be informed of the identity of his/her immediate supervisor within thirty (30) days of the commencement of the school year when the immediate supervisor is other than the building principal. This provision shall not be construed, however, to limit any other administrator, supervisor or coordinator from providing input to the immediate supervisor. Additional evaluator(s) may be requested by either party. The additional evaluator(s) shall be selected after consultation with the teacher.

5.2.2 No bargaining unit member shall formally evaluate the performance of another bargaining unit member.

5.2.3 Students will not be asked to evaluate the performance of a bargaining unit member. Nothing contained herein shall preclude a staff member from asking students to evaluate that staff member's performance. Nothing contained herein shall preclude administrators from investigating concerns brought to them regarding a member of the bargaining unit.

5.2.4 All monitoring or observation of the work performance of a teacher for formal evaluation will be conducted openly and with full knowledge of the teacher.

5.2.5 A teacher will be given a copy of any formal evaluation report prepared by his/her immediate supervisor within two (2) weeks of completion of the evaluation. Conferences regarding the report should be held at the request of either party within two (2) weeks of the request date. The timelines contained in this section may be extended by mutual consent.

5.2.6 The District shall keep one (1) personnel file at the Office of Employee Services for each employed teacher. Building principals/supervisors may maintain a file on teachers for which they are the immediate supervisor. Written materials will not be transferred to a different principal/supervisor without notice and a copy provided to the teacher.

5.2.7 A teacher shall have the right, upon request to the Director of Employee Services, and on an appointment basis, to review the contents of his/her personnel file and to receive copies at the teacher's personal expense of any documents contained therein. The teacher shall have the right to attach a rebuttal statement to the said documents or other District accumulated materials located in his/her file.

5.2.8 A teacher shall be informed of items which are placed in his/her personnel file. The District shall provide the teacher a copy of any new letters of complaint, reprimand, commendation, or evaluations or any other materials relating to the employee's contractual performance which are to be placed in his/her personnel file. Such notification shall not indicate the employee's approval or disapproval of such materials.

5.2.9 Standards and Evaluation of Staff

Academic standards in the Middleton-Cross Plains Area School District have the anticipated goal and objective of assisting teachers in evaluating their curriculum and programs, and helping teachers set priorities.

Academic standards in the Middleton-Cross Plains Area School District have the anticipated goals of helping teachers make decisions about their students and about their curriculum.

Student progress toward academic standards shall not be used, in any way, to evaluate staff.

The Middleton Education Association and the Middleton-Cross Plains Area School District enter into the development of academic standards as partners to ensure that academic standards are not misrepresented now or in the future as a tool to evaluate staff, but, rather, are understood as a means to enhance student achievement.

5.3 Health Examination

- 5.3.1** Upon initial employment, a teacher must take a physical examination including a chest X-ray or tuberculin test except, that employees may submit proof of examination, chest X-ray or tuberculin test taken within the last ninety (90) days. The cost of the initial physical examination as prescribed by Sec. 118.25 Wis. Stats., shall be paid by the District.
- 5.3.2** Should a teacher be a positive reactor to the skin test, the teacher shall have chest X-ray which shall be paid by the District.

5.4 Contract Year

- 5.4.1** This schedule shall be applied to a school year of one hundred ninety (190) days (one hundred ninety-three (193) days for teachers new to the District) to include at least one hundred seventy-nine (179) teacher-pupil classroom days, two (2) in-service education days (five (5) for new teachers); three (3) workdays, three (3) parent conference days, and three (3) paid holidays.
- 5.4.2** A calendar shall be negotiated concerning the length of the school year including the number of classroom days, holidays, in-service education days and parent conference days by the MEA and the Board subject to the following provisions:
- 5.4.2.1** The parties agree to commence bargaining on a calendar for the succeeding year by February 1 of each year. If the parties have not come to an agreement on calendar by 5:00 p.m. on June 1, the Board shall have the unilateral right to implement a calendar of the same number of days (workdays, convention, etc.) and with the placement of such days as close as possible to the current year calendar. Such adoption of a calendar shall not relieve the District of its statutory obligation to continue to bargain regarding calendar.
- 5.4.2.2** In the event school is closed due to inclement weather, acts of God, Department of Public Instruction directives, state statute changes, and other emergencies that necessitate a rescheduling of the negotiated calendar, the Board agrees to negotiate the placement of the day(s) on the school calendar with the MEA within three (3) school days after resumption of school for a period of five (5) school days. If agreement is not reached after the previously stated period of time, the Board will determine the placement of the day(s)
- 5.4.3** The calendar for the District is agreed upon as follows: (See Appendices I and II)

5.4.4 Extended Days

Unless otherwise agreed, extended days will be offered equally, on a seniority basis, to staff members in a particular building.

Extended days when offered and accepted shall be documented in a separate written instrument signed by the teacher and the Superintendent or designee.

Copies of all such written instruments will be forwarded to the President of the Middleton Education Association.

5.5 Teaching Hours

5.5.1 Normal Work Day

The "normal work day" for elementary, middle and high school teachers shall be no more than four hundred eighty (480) consecutive minutes in length between the hours of 7:00 a.m. and 4:00 p.m. as scheduled by the building principal after consultation with the building staff. The normal work day for teachers teaching in the zero hour program will begin at 6:45 a.m.

Notwithstanding the foregoing, pupil services personnel (e.g. Guidance counselors, social workers, school psychologists, program support personnel and diagnosticians) may, by mutual agreement with the administration, work a flexible schedule of hours to meet the needs of students and/or to attend IEP meetings arising out of Ch. 115, Wis. Stats., or IDEA, or Section 504.

- 5.5.1.1** All elementary, middle and high school teachers shall be provided with a duty free lunch period of at least thirty (30) continuous minutes which shall be assigned within the student lunch period. Teachers shall not be required to work in any capacity for the District during the duty free lunch period.
- 5.5.1.2** Elementary, middle and high school teachers shall not be required as part of their regular teaching duties to supervise student activities before or after the student day. Elementary students will be allowed to

enter the classroom five (5) minutes before the beginning of the instructional day. Middle and high school teachers shall follow the supervision and school service language found in the side letter language at the back of this contract.

- 5.5.1.3** No teacher shall be required to attend more than two (2) group meetings per month at the call of the building principal. Each group meeting shall conclude no later than the end of the teacher workday. Attendance after the end of the teacher workday shall be voluntary. In lieu of two (2) group meetings, the building principal, with at least seven (7) calendar days notice, may schedule one (1) required group meetings which shall be concluded no later than sixty (60) minutes after the student day. Principals may at their discretion call voluntary small group meetings which shall be concluded before the end of the teacher work day. Committee work shall be on a voluntary basis.
- 5.5.1.4** Part-time teachers shall not be required to attend staff meetings conducted when they are not scheduled to work.
- 5.5.1.5** Meetings with elementary, middle and high school staff outside the normal eight (8) hour work day are voluntary. Section 504, IEP eligibility, and IEP programming meetings shall be scheduled pursuant to Section 5.13.
- 5.5.1.6** All elementary, middle and high school teachers shall be permitted to leave work on Friday or the day before holidays or vacation periods at the conclusion of the student day if all of their professional responsibilities have been completed.
- 5.5.1.7** All teachers at the secondary level will be required to attend the Back to School Night at their primary school assignment location. This event may be up to two (2) hours in length. There will be no proration of attendance time for part time staff members. Back to School Night will be held anytime between two (2) weeks prior to the start of the school year and four (4) weeks after the first day of school. The date will be selected administratively with input from staff.

The breakdown of the four (4) hours for Back to School Night will be as follows: one (1) hour of preparation, two (2) hours of attendance/presentation, and one (1) hour of follow-up. Staff will be credited with fulfilling four (4) hours of Parent Teacher Conference time as a result of attending Back to School Night.

Special education staff will be paid a stipend of \$60.00 for participation in BTSN. This payment is made because parent teacher conference time is already committed in the contract to IEP preparation and meeting time calculations.

5.5.2 Elementary School

The elementary school student day shall be no more than four hundred and seven continuous minutes in length, unless because of state statute or DPI mandate it becomes necessary to lengthen such elementary student day. The impact of any such change in the length of the elementary student day on the wages, hours and conditions of employment for elementary teachers is subject to collective bargaining.

If collaborative release time is discontinued, the District shall reduce the elementary student day by seven (7) minutes or the appropriate portion thereof.

- 5.5.2.1** Elementary teachers shall not be required as part of their regular teaching duties to supervise student activities during recess periods or during the school lunch period other than in going to and/or from such activities.

5.5.3 Normal Work Day Specifications

5.5.3.1 High School Work Day- Regular Education Staff

The normal high school work schedule shall be as follows: All full-time high school teachers shall be responsible for five (5) teaching classes, one (1) preparation period, and one (1) supervision/resource period within each two day cycle of block scheduling.

5.5.3.2 Middle School Work Day

5.5.3.2.1 Middle School Work Day Regular Education Staff

The normal middle school work day shall be eight (8) periods in length. All full-time middle school teachers shall be responsible for five (5) teaching classes, or the equivalent over the course of the year, one (1) curriculum and/or planning period, one (1) supervision/resource period (or the equivalent) and one (1) individual preparation period.

5.5.3.3 Elementary School Work Day

5.5.3.3.1 Elementary School Work day-Regular Education Staff

For regular classroom teachers the elementary work day shall include two (2) fifteen minute recess periods per day for pre-K through third grade, and one (1) fifteen minute recess period per day for fourth and fifth grades which shall be duty free for teachers. Each full-time elementary teacher assigned to regular education classrooms shall be provided with a minimum of 250 minutes of preparation time per week in grades kindergarten through one; 265 minutes of preparation time per week in grade two; 270 minutes of preparation time per week in grade three; and 275 minutes of preparation time per week in grades four and five. Library time for grades kindergarten through three shall be considered preparation time for K-3 teachers, and shall consist of 35 minutes for grades kindergarten through one, and 40 minutes for grades two and three. Librarians shall not conduct classes during the first and last weeks of school.

5.5.3.3.2 Effective at the beginning of the 2010-2011 school year each full-time elementary teacher, except as provided below, shall be provided in addition to all other preparation time set forth herein with eight (8) minutes of duty free preparation time per day at the beginning of the work day before the start of the student day. Such additional planning time shall be provided for by reducing the length of the student day by eight (8) minutes.

Full-time elementary teachers will have eighty-six (86) minutes of preparation time outside of the student instructional day within their normal work day hours between 7:00 a.m. and 4:00 p.m.

5.5.3.3.3 Elementary teachers who voluntarily supervise recess(es) will be compensated \$11.00 for each such supervision assignment. The building principal will post the guidelines of the distribution of supervision assignments on inclement weather days to teachers who volunteer to supervise.

5.5.3.4 Special Education

Each special education staff member shall have comparable student contact minutes to general educators at the same level. These minutes are used to provide instruction and support to students on their caseload or class assignments. The determination of the final schedule will be a collaborative effort between the teacher, teaching team, and administration, if appropriate. Schedules will be submitted to the Principal for final approval.

Each special education teacher (SEN Classroom and Itinerant Teachers, Early Childhood Teachers, Speech/Language Teachers, OT/PT Teachers) will receive 225 minutes of preparation and 225 minutes of case management time per week within the student contact day. Case management time is available to collaborate with parents, teachers and other staff supporting students on the SEN teacher case load as well as to complete required paperwork. Minutes stated in the above section will be scheduled within the work day for Itinerant Staff and within Instructional day of Non-Itinerant Staff.

Allotments for evaluation time will be provided as follows within the weekly instructional day schedule:

School Based Occupational Therapy- two and one-half (2 ½) hours

School Based Physical Therapy- three and one-half (3 ½) hours

Integration Days- Each building in the District shall be allotted twelve (12) days per school year for curriculum modification work between regular education and special education staff or among special education staff. The particular days on which such curriculum modification work shall occur within each building shall be decided by the involved staff with the building principal at each building.

Severity Ratings for Caseloads/FTE- For each student assigned a case manager, the Director of Teaching and Learning, the student services coordinator and said student's case manager shall establish a severity rating for student. The severity rating shall be used for purposes of establishing caseload and appropriate allocation of FTE in relation to the building or program.

5.5.3.5 Off School Premises Instruction (OSPI)- Itinerant and Homebound Special Education Services

1. Off School Premises Instruction (OSPI) is defined as work performed by teachers at a location other than Middleton-Cross Plains Area School District owned or leased buildings. The President of the MEA shall be given written notice of OSPI assignments on a timely basis. Copies of OSPI assignments and schedules will be provided to MEA President upon request, including determinations of needed travel time.

2. The total accumulated teaching time of a teacher with OSPI assignment shall not exceed that of SEN teachers as set forth in Section 5.5.3 and the total accumulated planning time of a teacher with an OSPI assignment shall not be less than that accorded SES teachers as set forth in Section 5.5.3
3. Teachers with an OSPI assignment shall be accorded travel time a minimum of twenty (20) minutes between any two locations. If travel time is in excess of twenty (20) minutes, time afforded will equal actual travel time plus an additional five (5) minutes for departure and an additional five (5) minutes for arrival. During the term of this Agreement, issues that arise regarding travel time will be discussed and resolved between the Director of Student Services and the MEA President.
4. Assignment
Teachers employed by the District who, prior to July 1, 1997 did not have an OSPI assignment will not be required to accept an OSPI assignment.
5. The District shall have cellular phones available for OSPI teachers to check out for their use in contacting the District while on OSPI assignments.

5.5.3.6 Specials and Enrichment Teacher Work Day

Teachers of specials at the elementary level shall not be assigned more than the following maximums:
 Art- 23 classes per week/ 22 classes per week if traveling
 Music- 38 classes per week/ 36 classes per week if traveling
 Physical Education- 39 classes per week/ 36 classes per week if traveling
 Keyboarding- 41 classes per week/ 39 classes per week if traveling
 Enrichment- 31 classes per week/ 29 classes per week if traveling

5.5.3.3.1 Scheduling of Specials and Enrichment Classes

In scheduling specials and enrichment classes, the Administration will consider, with input and consultation of the affected staff, the prep time necessary for such teachers to transition from one grade level to another.

5.5.3.7 Collaborative Release Times (CRT)

“Collaborative Release Times” are staff meeting times made possible by the early release of regular classes, and are established to facilitate collaborative decision making by staff within individual buildings. CRT shall be used to allow individual teachers to meet with other staff and building administrators to collaborate on issues of mutual concern. To the extent noted herein, the scheduling and format of CRT shall be mutually agreed upon with District Administration and MEA.

There shall be sixteen (16) hours of collaborative release time (CRT) per school year. CRTs are used for meeting the professional development needs of staff to meet the District and/or Building Improvement Goals. Ten (10) hours of CRT time shall be tied to District and/or Building strategic initiatives. Building Principals, in collaboration with staff, will design the collaborative topics for each of these CRT sessions. Staff members from individual buildings may participate in planning of CRT and no MEA vote will be taken regarding these dates. Six (6) hours of the CRT dates shall be teacher directed and decisions regarding the use of CRT, including the specific agenda for these CRTs shall be by the staff at each building in collaboration with building administration. Teacher directed CRT topics require approval by two-thirds of the total building staff.

CRT dates shall alternate between “District” and “MEA” unless the parties agree otherwise and may vary in length based on planned use, however, must be uniform throughout the district. It is highly desirable to have a collaboratively determined plan for all CRT sessions established by the faculty and administration of each school. CRT sessions shall not be used for individual staff member preparation time unless such time is during teacher directed CRT and was previously and regularly scheduled as the staff member's planning time.

5.5.4 Traveling Teachers

Traveling teachers shall be accorded travel time a minimum of twenty (20) minutes between any two locations. If travel time is in excess of twenty (20) minutes, time afforded will equal actual average travel time plus an additional five (5) minutes for departure and an additional five (5) minutes for arrival.

Time travel shall not be considered as preparation time.

5.6 Teaching Load

- 5.6.1 Homeroom duty shall be considered a part of a teacher's normal responsibility, as shall supervision of resource centers, study halls and other forms of instructional supervision.

- 5.6.2 Although the Board recognizes and stresses the primary function of teachers as that of fulfilling assigned instructional responsibilities, the Board reserves the right to authorize the administrative staff to assign teachers non-teaching responsibilities as deemed necessary to the effective operation of the school system, consistent with the terms of this agreement. Administrative responsibilities shall be assigned only by mutual agreement.
- 5.6.3 Effort will be made to maintain pupil loads in accordance with Department of Public Instruction recommendations and distribute mainstreamed special education and ELL students equitably among teachers. In case of excessive teacher loads, assigned split-grade elementary school classes or regular elementary classrooms with excessive mainstreamed special education students, consideration will be given to the employment of interns or education assistants to directly assist the classroom teacher.
- 5.6.4 The Board encourages the principal to seek input from the department coordinator, or teacher when no departmental coordinator is appointed, relative to what constitutes an excessive pupil load in a specific department or classroom. The final determination relative to excessive pupil load, however, is to be determined by the administrative staff (principal and Superintendent) on behalf of the Board.
- 5.6.5 Teachers who believe that they have an excessive teaching load shall bring the concern to the attention of their building principal for resolution. The building principal and the teacher shall meet to discuss ways to address the concern.

In the event the concern is not resolved, the teacher may request a meeting with the Superintendent or designee to discuss ways to address the concern. The building principal and representatives of the MEA will be invited to participate in the meeting.

Teaching loads shall be reviewed periodically by the District/MEA.

5.7 Statement of Credits and Placement

A statement of individual experience credited, number of credits beyond degree based on official transcript, and date when vertical advancement credits are required shall be made available to each teacher on or before September 1. If the teacher feels the statement is in error, the alleged discrepancy shall be specified in writing and returned to the District Administrative Center no later than September 30 to aid in a final determination of the matter.

5.8 Posting of Vacancies

- 5.8.1 Vacancies occurring during the school year or for the succeeding school year shall be posted for at least ten (10) week days on the District's website. The District shall notify the staff of vacancies via electronic mail. In time sensitive situations, the posting notice timeline may be shortened to 5 days by administration with notification to the MEA President.
- 5.8.2 Such posting provisions will continue during the summer vacation period except as follows:
 - 5.8.2.1 Postings that occur prior to July 31 will expire on the date stated on the posting or August 6, whichever occurs first.
 - 5.8.2.2 Positions which open due to written resignations, or newly created positions approved by the Board of Education after July 31 through the conclusion of the first week of school, are not subject to the posting requirement.
 - 5.8.2.3 Posting requirements will resume commencing with the second week of school.

5.9 Filling Vacancies (See Appendix VII- Reassignment and Transfer page 49)

5.9.1 Definitions

For the purpose of this Agreement a "vacancy" shall be defined as any newly created unit position or a unit previously held by a teacher, which the District intends to fill.

Grade Level Classification is defined in accordance with the Master Seniority List as [PreK-5] or [6-12].

An "assignment" shall be defined as a position a teacher presently holds. (Reassignment shall occur prior to the posting of vacancies.)

A "reassignment" shall be defined as follows:

The movement of a teacher to a vacant position within: (1) Grade Level Classification/Department OR (2) Grade Level Classification/Subject Area as defined on the Master Seniority List within the same building.

A "transfer" shall be defined as the movement of a teacher to: (a) a vacant position at a different building(s) or (b) a vacant position outside his/her:

(1) Grade Level Classification/Department OR (2) Grade Level Classification/Subject Area.

"District Seniority" shall be defined as the total years of continuous service in the District. Approved leave of absence does not constitute a break in "District Seniority."

"Building Seniority" shall be defined as the total years of continuous service in a particular building at the preK-5 seniority classification. Approved leave of absence does not constitute a break in "Building Seniority."

"Grade Level Classification/Department OR Grade Level Classification/Subject Area Seniority" shall be defined as the total years of continuous service in a particular (1) Grade Level Classification/Department OR (2) Grade Level Classification/Subject Area at the secondary level.

5.9.2 Vacant positions existing after the recall procedures have been satisfied under Section 14.7 shall be filled in the following sequence:

1. Voluntary reassignment
2. Involuntary reassignment
3. Voluntary transfer
4. Involuntary transfer
5. New hires

5.9.3 Voluntary Reassignment

When a vacancy occurs in a building, the building applicant with the most District seniority will be reassigned.

5.9.4 Involuntary reassignment at the pre K-5 grade level classification

When a reduction occurs in a building as a result of a reduction at a specific grade and a vacancy exists at a different grade in the building, the staff member with the least grade level classification seniority at that specific grade at which the reduction occurred shall be involuntarily reassigned. When grade level classification seniority between staff members is equal, district seniority shall be the determining factor with the least senior teacher being reassigned.

5.9.5 Voluntary Transfers

When a vacant teaching position occurs, the position shall be posted and the bargaining unit employees shall have the opportunity to apply for a transfer to such vacant position.

5.9.5.1 A bargaining unit employee who wishes to transfer to a vacant teaching position shall file a written application therefore, and if the transfer is to a vacant position outside their (1) Grade Level Classification/Department or (2) Grade Level Classification/Subject Area, shall provide such additional information as required on the vacancy notice with the Office of Employee Services within ten (10) week days of the posting date of the involved vacancy notice.

5.9.5.2 Bargaining unit employees who wish to voluntarily transfer to a vacant position in the same (1) Grade Level Classification/Department or (2) Grade Level Classification/Subject Area as defined on the Master Seniority List and who meet the minimum qualifications as established for the position shall not be required to compete with external candidates. In selecting between two (2) or more equally qualified bargaining unit members who have applied for a transfer to a vacant teaching position, the bargaining unit employee with the greatest district seniority shall be preferred.

Bargaining unit employees who wish to transfer to a vacant position outside their (1) Grade Level Classification/Department or (2) Grade Level Classification/Subject Area as defined on the Master Seniority List and who meet minimum qualifications as established for such a position may be required to compete for such position with external candidates not currently employed by the District. All factors being equal, teachers on staff shall be given preference over external candidates and teachers with more district seniority shall be given preference over teachers with less district seniority for positions for which they have applied.

This right of transfer shall not apply to probationary teachers.

5.9.5.3 Staff members who are denied a transfer will, upon request, be given the reasons therefore.

5.9.5.4 Any teacher voluntarily transferred shall retain his/her individual seniority of District employment.

5.9.6 Involuntary Transfers

A teacher shall not be transferred involuntarily without good reason(s). A teacher selected for involuntary transfer shall be provided with prior written notice specifying the reason(s) for such transfer. A teacher who is involuntarily transferred shall retain his/her individual seniority of District employment.

5.9.6.1 Involuntary Transfers within Pre K-5 Grade Level Classification

When there is a reduction in staff at a particular elementary building, the staff member with the least Building Seniority shall be involuntarily transferred.

5.9.6.2 Involuntary Transfer within (1) Grade Level Classification/Department or (2) Grade Level Classification/Subject Area

When there is a need to reduce staff at a particular department or subject area, the staff member with the least (1) Grade Level Classification/Department or (2) Grade Level Classification/Subject Area Seniority shall be transferred to another building or department for which they are certified.

5.9.7 New Hires

The Board establishes the qualifications for all new or vacant teacher positions, which qualifications shall be set forth in the Notice of Vacant Position. It is agreed that the term "Qualifications" is not synonymous with "DPI Certification."

5.9.7.1 Permanent Vacancies

5.9.7.1.1 In filling a permanent vacancy occurring during the school year, the Board shall fill the position with a teacher under a temporary contract.

5.9.7.1.2 Permanent vacancies, whenever such vacancies occur, shall be filled as of the commencement of the ensuing school year by issuing a regular teaching contract to the individual selected for the position.

5.9.7.1.3 The individual selected to fill a newly created position, when filled as of the first student contact day of the school year, shall receive a regular teaching contract.

5.9.7.2 Temporary Vacancies

In filling a temporary vacancy, created by an employee temporarily vacating his/her position, of less than one (1) semester, the Board may fill the position with a substitute teacher.

In filling a temporary vacancy, created by an employee temporarily vacating his/her position of one (1) semester or more, the Board shall fill the position with a teacher under a temporary contract.

5.9.7.3 Filling of Vacancies

The Board establishes the qualifications for all new or vacant teacher positions. It is agreed that the term "Qualifications" is not synonymous with "DPI Certification." All factors being equal, teachers on staff shall be given preference for positions for which they have applied. If the teacher on staff is not hired the teacher will, upon request, be given the reasons therefore.

5.10 Personnel Files

5.10.1 A teacher shall have the right, upon request to the Superintendent or designee, and on appointment basis, to review the contents of his/her file originated within the District and to receive copies at the teacher's personal expense of any documents therein. The teacher shall have the right to attach a rebuttal statement to the said documents or other District accumulated materials located in his/her file. All personnel file materials examined by the teacher shall be endorsed with the teacher's signature.

5.10.2 The District shall provide the teacher a copy of any new letters of complaint, reprimand, commendation, or evaluations or any other materials relating to the employee's contractual performance which are to be placed in their personnel files. Such notification shall not indicate the employee's approval or disapproval of such materials.

5.11 Temporary Contracts

5.11.1 A temporary contract is an individual teaching contract for a specific period of time. Temporary contracts are not continuing contracts and provide for no employment with the District beyond the term specified in such contracts.

Accordingly, temporary contracts need not be non-renewed under Section 118.22 Stats.

- 5.11.2 Teachers employed under a temporary contract who are subsequently employed under a regular contract with no interruption in service shall have their seniority date, and , subject to the provisions of this subsection, commencement of probationary period, established as of the date the teacher's temporary contract was approved by the Board of Education. In the event the teacher's regular contract is not in the same grade level/classification as the position held under temporary contract, the teacher's probationary period may be extended no more than one (1) year beyond the expiration date of the probationary period identified in Section 13.1.
- 5.11.3 Teachers on a temporary contract who work the entire one hundred and ninety-two (192) day assignment of a first year assignment and who are hired either as a temporary or a regular contract teacher the following year will be considered a returning teacher to work a one hundred and ninety (190) day assignment.
- 5.11.4 Teachers who meet the conditions outlined in 5.11.3 will be docked one- one hundred and ninetieth (1/190th) of their salary for unpaid leave to reflect the shorter work year.
- 5.11.5 Teachers who receive a temporary contract by virtue of having worked as a substitute teacher for one (1) semester or more shall, upon receipt of their temporary contract, be retroactively paid as though they had been employed under temporary contract since the beginning of the substitute assignment that resulted in the temporary contract.

5.12 Job Sharing and Part Time Teachers

Job Shares and part time positions will be granted at the discretion of the Building Principal and the Superintendent. Approved job shares will be reviewed annually. Job share and part time teachers will be expected to attend all parent teacher conferences, CRT sessions and inservice time specified in the contract. In compensation for this additional attendance, job share and part time staff members will be provided with 1 additional full time contract day if .80 FTE to .90 FTE; 2 additional full time contract days if .60 FTE to .79 FTE; or 3 additional full time contract days will be provided for staff members that are less than .60 FTE. Staff meetings will be strongly encouraged to attend; however, if unable to attend due to it being a non-work time, staff will still be responsible for the content of the meeting information.

In circumstances where the job share has become difficult for administration or the job share partners, a meeting will be convened involving the job share partners, administration and MEA representation. The administration reserves the right to dissolve the job share agreement and allow the original holder of the position to remain in the full time position if the situation does not improve within sixty (60) work days following the meeting. The displaced job share partner will be allowed transfer rights within the District to an available full time position; however, in no circumstance would the displaced job share partner be eliminated from a position within the District. If no open position exists, the job share partner shall be allowed bumping rights relative to the District layoff provisions.

5.12.1 Operating Guidelines

Job sharing is a voluntary program providing two full-time teachers, or one full-time teacher and one part-time teacher wishing to add to his/her contract, the opportunity to share a teaching position without loss of benefits provided by this contract. Where applicable, wages and fringe benefits shall be prorated on the bases of time worked as a percent of a full-time equivalent position. Job sharing must be jointly approved by the Superintendent and the teachers involved. No full-time equivalent positions may be eliminated in order to create job sharing positions unless voluntarily agree to by the involved teachers.

Both teachers in a job share are expected to attend all parent teacher conferences up to a maximum of twenty-two and one-half (22.5) hours per school year. Such parent teacher conference hours that are in excess of eleven and one-quarter (11.25) hours per year shall be compensated at the rate of twenty-two dollars (\$22.00) per hour for each hour attended or compensatory time off at the teacher's option. Job share teachers shall be allotted proportionately equivalent time, as compared to a full-time teacher, for teacher work days, inservice days, and paid holidays.

5.12.2 The following participation criteria shall apply to all job sharing situation:

1. Applicants must apply in writing to the District administrator by March 15 of the year prior to participating in the job-sharing program.
2. An applicant must have taught at least one year in the District.
3. The job sharing teachers shall sign a one-year contract for a shared position. Subject to the other provisions of this section, such contract may be renewed on or before March 15 by letter to the building principal who shall approve or disapprove the request.
4. One of the two job share contracts may be less than forty percent (40%) FTE only in situations where the interests of the students are not negatively impacted.

5. Full time job sharing teachers will sign a contract with “X” percent designated as leave and “100-X” percent as teaching.
6. The job sharing teachers for a job sharing position must be certified to teach those subject/grade levels involved in the shared job.
7. Copies of written requests for shared jobs shall be sent to the President of the Association.
8. In case a job sharer is absent, the partner will be given the opportunity to substitute for the absent partner.

5.12.3 Rules Applicable to Job Share Positions

The following rules shall apply to each job share situation:

1. Unless otherwise agreed to by the District administrator and the involved teachers, of the two teachers participating in the job share, the most senior teacher’s position shall become the shared job and the least senior teacher’s position shall become a temporary position. If the shared job is to be a position not held by either participating teacher, then both participating teacher’s former positions shall become temporary positions.
2. At the end of both the first and (if renewed as specified herein) second year of the job share’s existence, each teacher participating in the job share shall have the right to renew the job share as specified in this section, return to the position he/she held immediately prior to entering into the job share, or be placed on layoff status.
3. If the participating teachers renew and remain in the job share position for more than two years, then those teachers shall be deemed permanently assigned to the job share position and each shall lose his/her right to return to the position he/she held immediately prior to entering into the job share.
4. If a position vacated by a teacher who elects to participate in a job share is abolished at any time during the first two years of the job share’s existence, then the job sharing teacher who formerly held that position shall have no right to return to the abolished position but instead may elect to renew the job share or be placed on layoff status as specified in this section.
5. If a job share is dissolved during its first or second year of existence, then the vacancy created by the dissolved job share shall be offered to the teacher who did not cause the dissolution on a temporary contract for the remainder of the school year. If the teacher declines the position, then the District may fill the vacancy with a teacher under temporary contract.
6. If a job share is dissolved after the beginning of its third year of existence, then the most senior teacher participating in the job share shall be offered the vacancy created by the dissolved job share. If the most senior teacher declines the position or caused the dissolution, then the least senior teacher participating in the job share shall be offered the position on a temporary contract for the remainder of that school year.

The parties acknowledge that the foregoing language may not cover all situations and issues arising from job share creation, existence, renewal, and dissolution, and they therefore agree that, if a dispute arises over a job share situation which is not explicitly addressed in the foregoing language, they will immediately enter into negotiations, with an intent to reach agreement, with respect to the resolution of that dispute.

5.13 Parent-Teacher Conferences

Elementary teachers shall conduct a minimum of two (2) parent teacher conferences per child per year. Conferences will be conducted in Ready, Set Goal format or traditional conference format. The decision as to whether or not elementary teachers participate in Ready, Set, Goal conferences or traditional conferences shall be made on an individual teacher basis. If a teacher chooses to conduct Ready, Set, Goal conferences, such conferences shall be conducted within the following framework:

1. Conferences with individual parents will be held before or early in the school year to establish student goals. Times will be determined by the individual teachers involved and will be outside the student contact day.
2. Follow-up conferences will be held during the school year.

If a teacher is interested in conducting Ready, Set, Goal conferences in addition to the two (2) traditional conferences, the teacher can initiate a request for compensatory time, in advance of the second set of conferences, with the building principal. The request for compensatory time is not to exceed eleven and one-quarter (11.25) hours. If the principal does not respond to the teacher’s request within ten (10) school days, the request will be considered approved.

5.13.1 Elementary/Orientation Day

All elementary buildings will hold an Orientation day for parents and students at the start of the school year.

1. The Orientations shall be scheduled with parents and children on the first full student contact day. Teachers in art, music, physical education, and support staff will be available to explain their programs on an individual basis.
2. The purpose of the Orientation is to explain curriculum, expectations, and procedures.
3. Flexible scheduling of Orientation shall be allowed on a building basis provided that the day does not exceed 8 hours.

5.13.2 Regular Education Parent Conferences

- 5.13.2.1 For the 2011-12 school year, the following provisions will be followed:

Twenty-two and one-half (22.5) hours of conferences between regular education teachers (including specials and support teachers) and parents will be scheduled each school year, seven and one-half (7.5) hours of which shall be scheduled to occur on the date specified in the calendar for this purpose. Elementary teachers may choose to hold seven and one-half (7.5) hours or conferences outside of the instructional day at a time other than the specified calendar date. Fifteen (15) hours will be scheduled outside of the instructional day at the convenience of both parties. The required twenty-two and one-half (22.5) hours for conferences includes preparation for such meetings. When parent-teacher conferences are held in the evening, teachers may schedule one fifteen (15) minute duty free break at the approximate mid-point of such conferences.

- 5.13.2.2 Twenty-two and one-half (22.5) hours of conferences between regular education teachers (including specials and support teachers) and parents will be scheduled each school year, fifteen (15) hours of parent conferences will be scheduled outside of the instructional day at a time designated by the Principal with input from staff. The required twenty-two and one-half (22.5) hours for conferences includes preparation for such meetings. When parent-teacher conferences are held in the evening, teachers may schedule one fifteen (15) minute duty free break at the approximate mid-point of such conferences.

5.14 IEP (Individual Education Program) Programming Conferences:

- 5.14.3.1 For Regular Education Staff, IEP Programming meetings:

1. May be held during the school day for which the teacher will be released from his/her regular teaching duties and will not be paid additionally.
2. Conferences held during the teacher's preparation time, including time before and after the student contact day, shall be reimbursed at twenty-two dollars (\$22.00) per hour, or compensation will be accrued in accordance with Section 6.13 of the contract.
3. Conferences held outside of the teacher work day will be reimbursed at twenty-two dollars (\$22.00) per hour commencing at the end of the teacher work day through his/her attendance at the conference or compensation time will accrue in accordance with Section 6.13 of the contract. In order to receive such reimbursement, the teacher must remain working at the school from the end of the teacher work day through his/her attendance of the IEP conference.

- 5.14.3.2 For SES (Special Education Staff) parent-teacher conferences will be eliminated and twenty-two and one-half (22.5) hours of required conference time will be allocated to IEP or PLP Programming with fifteen (15) hours allocated to meeting time and seven and one-half (7.5) hours to meeting preparation time. For Instructional Support Staff (including reading specialists, math specialists, ELL/Bilingual and Gifted and Talented teachers) twenty-two and one-half (22.5) hours of parent teacher conference time may include PLP meetings with fifteen (15) hours allocated to meeting time and seven and one-half (7.5) hours to preparation time.

- 5.14.3.2.1 Individual Education Program (IEP) Conferences (Programming portion) and Individual Learning Plan Meetings:

1. May be held during the school day for which the teacher will be released from his/her regular teaching duties and will not be paid additionally.
2. Conferences held during the teacher's preparation time, including time before and after the student contact day, shall be reimbursed at twenty-two dollars (\$22.00) per

hour, or compensation time will be accrued in accordance with Section 6.13 of the contract.

3. Conferences held outside of the teacher work day shall be reimbursed at twenty-two dollars (\$22.00) per hour commencing at the end of the teacher work day through his/her attendance at the conference or compensation time will be accrued in accordance with Section 6.13 of the contract. In order to receive such reimbursement, the teacher must remain working at the school from the end of the teacher work day through his/her attendance of the IEP conference.

5.14.3.2.2 Preparation for IEP meetings includes preparation of all documentation related to IEP programming as well as all reporting related IEP programming including progress reporting and scheduling of conferences. In exchange for this loss of time, teachers will receive credit for seven and one-half (7.5) hours of preparation for IEP conferences as well as an annual stipend as stipulated in Appendix IX. This stipend will be based upon direct student service, caseload assignment and paperwork responsibilities. Consult services on behalf of students are not included in the stipend. Staffs without direct service provision to students are not eligible for a stipend. Stipends will be calculated based upon third Friday in January State of Wisconsin student count and will be dispersed on the February 15th pay period. Stipends for teachers holding multiple positions will not exceed the total stipend paid for any teacher within either teacher classification. These stipends will not be adjusted at any other point in the school year. Teachers added after the stipends are calculated will be eligible for a prorated stipend, calculated once caseloads have been assigned. The stipend schedule payments will be reviewed on an annual basis by the Director of Teaching and Learning and MEA President.

5.14.3.2.2.1 Case managers may request release from teaching duties to prepare IEPs and related paperwork for students on his/her caseload. He/she will forward the request and identify relevant team members, when appropriate. These requests will be made to the Director of Teaching and Learning.

5.14.3.3 Teachers, excluding student services personnel, or those with evaluation responsibilities, who participate in IEP meetings, Section 504 meetings or other Individual Learning Plan meetings where parents have been invited during their preparation time or before or after normal work day, shall be compensated at the rate of twenty-two dollars (\$22.00) per hour based on actual minutes worked. Late requests for compensation will be processed and reimbursed only to the extent that there are available funds left from the \$50,000 allocation but must be before 7/1 of each budget year. These amounts shall be paid in the next pay period following the end of the school year. Compensation shall not exceed a total of \$50,000 per year. Requests for compensation shall be filed by the last day of second semester of the current school year. In the event requests exceed \$50,000 per year, compensation will be prorated based on total minutes requested so that the amount paid is \$50,000 per year. Prior to any prorating, a meeting will be held between the MEA President and the Director of Teaching and Learning. Total compensation payout and any proration will be shared with the MEA President prior to final fund distribution. For the 2009-10 contract year only, costs associated with compensating teachers for eligible meetings shall not be subject to proration in accordance with the fifty thousand dollars (\$50,000) per year set forth above and will be fully compensated at the rate of \$22 per hour for all eligible meeting times that are submitted. Thereafter, all costs associated with meeting compensation will be subject to the fifty thousand dollar (\$50,000) limit established above.

5.15 Attending Own Child's Parent Teacher Conference

Teachers who have children shall be allowed to attend their children's conferences on the parent-teacher conference day.

The teacher shall inform his/her supervisor of his/her desire to attend one or more parent/teacher conferences outside of the building and the time(s) of day they will be absent to attend such conference(s).

1. The teacher must record and report to his/her supervisor the amount of time he/she spends outside of the building traveling to and attending such conference(s).

2. Prior to the receipt of the record for the number of hours the teacher spent outside his/her building traveling to and attending parent/teacher conferences, the teacher's supervisor shall meet with the teacher to establish a mutually agreeable date and time within the current school year for the teacher to extend their normal workday in an amount equal to the amount of time spent by the teacher outside of the building traveling to and attending parent/teacher conferences.

3. If scheduling conflicts occur where a parent can only come during the time a teacher wishes to be absent from the building on the conference date, the teacher will make every effort to arrange or pre-arrange another mutually agreed upon time to meet with the parent for conferencing purposes.

5.16 Attending Own Child's Orientation Day

A teacher who has a child(ren) in the District shall be allowed to attend his/her child(ren)'s orientation provided that the teacher's supervisor and the teacher mutually agree to the absence. The teacher shall, as part of the above agreement with the supervisor, agree to extend his/her normal workday on the orientation day in an amount equal to the amount of time spent by the teacher outside of the building travelling to and attending his/her child's orientation day. The agreement shall also require that the number of orientation session(s) are equal to other comparable teachers, however, under no circumstances shall the teacher be required to make up more time than he/she missed due to attending his/her child(ren)'s orientation.

5.17 Attendance at Intervention Meetings

When meetings (e.g. response to intervention, staffings, etc.) are scheduled with parents regarding interventions, progress monitoring, referrals, or recommendations, teachers attending such meetings shall be paid in accordance with section 5.14.3 of the Master Agreement. No teacher shall be required to attend such meetings if they are held during the teacher's preparation time including during or after the instructional day. This does not relieve a teacher from the responsibility of providing interventions and progress monitoring necessary to refer or recommend a student for special education.

5.18 Homework Help Programs

A teacher will be issued a Contract for Services paid at twenty-eight dollars (\$28.00) per hour. The said contract will be for a specific number of hours. Staff members working with the homework help program will complete timesheets and turn in time worked according to the program that is established within their building. Timesheets will be authorized by the Building Principal prior to payment. The monies for said contract will be paid through grants or other alternative funding sources. The compensation shall not be costed against the teacher compensation package. The contract will be for an individual school year term and will not automatically renew. The contract must be signed by the teacher and designated representatives of the MEA and the Board. When more applicants come forward than needed for the program, the most senior qualified applicant(s) will be selected as determined by administration.

6 ARTICLE 6-APPLICATION OF SALARY SCHEDULE

6.1 All Returning Teachers will be employed at the annual salary specified in the schedule.

6.2 Previous Teaching Experience and Graduate Credit

- 6.2.1 Newly employed teachers will be credited on the salary schedule with up to five (5) full years of accredited teacher experience which is directly relevant to their assignment.
- 6.2.2 Newly employed OT/PT staff may be credited on the salary schedule with their full previous work experience. In the event the District is unable to employ OT/PT staff, the leadership of the MEA and the Administration will meet and work cooperatively in an effort to see to it that necessary services are provided to District students on a timely basis.
- 6.2.3 The Board may grant credit for up to actual previous teaching experience. The MEA President will receive notification when a new hire is placed on the salary schedule above Step 6. The notice will include the reason for the action and will be issued within five (5) days of the Board's approval of the hire. All credit for previous experience and graduate credit are consumed at the time of appointment and are not subject to further negotiations.
- 6.2.4 Claims for corrections to salary schedule placement errors based on previous experience and/or graduate credit must be brought no later than two (2) years from the date the teacher began work for the district or such claims will be time barred. At their time of hire, teachers will be provided with a copy of the completed Teacher Step and Range Placement Form.

6.3 Work Assignments

- 6.3.1 The parties recognizing the value of a qualified teaching staff as it relates to the instructional process, hereby agree that instructional duties where the Wisconsin DPI or other governmental entities require that such be performed by a certificated teacher, shall be performed only by "teachers." The District may, however, designate a non-bargaining unit person to provide services which do not exceed twenty percent (20%) FTE in circumstances where no qualified bargaining unit teacher is available to fill the need. This provision shall not apply to substitutes who are taking the place of an absent teacher.

- 6.3.2 If the Board decides to subcontract work that would otherwise be performed by “teachers” in the bargaining unit and the decision is primarily related to wages, hours or conditions of employment of employees in the unit, the Board must first bargain collectively with the Association concerning the decision and the impact thereof.
- 6.3.3 This clause shall not apply to the provision of services to Middleton-Cross Plains Area School District students who are participating in alternative programming provided by another school district, MATC, under a contract with CESA, or some similar arrangement such as 4K, Virtual School(s), Global Academy or other programs. The term “alternative programming” as used herein means programs that are not currently offered by the District.

6.4 Contract Specifications

Preliminary individual school assignment shall be specified on the individual teacher’s contract. No change will be made without prior notification.

6.5 Additional Class

6.5.1 Elementary teachers who voluntarily accept an additional class or classes for a semester or a year beyond the employee’s full-time equivalent contract shall receive additional compensation. The additional compensation is calculated by taking on hundred percent (100%) contract (excluding additives) and dividing that by the number of classes that the teacher may be required to perform as part of the teacher’s full-time contract to determine the per class percentage compensation. The resulting percentage is then rounded upward to the nearest full or one-half percent. For example, the maximum load for a non-traveling music teacher is thirty-eight (38) classes; therefore, each class over the thirty-eight (38) maximum would be considered an overload and would be compensate at two and six-tenths percent (2.6%) of the employee’s full-time teaching contract rounded up to the nearest one percent (1%) to three percent (3%). The teacher I this example teaching an overload class would be paid one hundred and three percent (103%) of their regular salary.

6.5.2 Middle or high school teachers who voluntarily accept an additional class for a semester or a year shall receive additional compensation of fourteen percent (14%) of the teacher’s salary without additives for the duration of the assignment.

6.6 Combination Elementary Grade-Room (Split Grade)

Teachers assigned grade groups, classified by the Superintendent as split-grade self-contained elementary school classrooms, in which two (2) or more grades are combined on a full-time basis each school day, and the teacher assigned to the combination room is required by the building principal to prepare multiple class lesson plans in one (1) or more subject areas, excepting teachers of physical education, art, music and library classes, shall be entitled to a payment of fourteen percent (14%) of the teacher’s contracted salary as noted o the salary schedule.

6.7 Cancellation of Additional Class or Split Grade Class

Teachers who have an additional class as defined in Article 6 (6.5) or a split-grade self-contained elementary classroom as defined in Article 6 (6.6) on their individual employment contract canceled prior to the commencement of a school year shall receive the payments specified in Article 9 (9.6.6) based on when they received notice of cancellation. If the cancellation occurs after the commencement of the assignment said payment shall be in addition to any compensation the teacher has received or is entitled to receive based on the days of work completed.

6.8 Technology Support Duties

1. Technology support duties may include problem determination and correction, the installation of hardware, software and peripherals, and other duties related to the installation, maintenance and coordination of computer technology.
2. Volunteer individuals will be compensated at a rate of fifteen dollars (\$15.00) per hour to coordinate and perform computer support duties outside the teacher work day and/or outside the school year.
3. At the elementary level, volunteer individuals will be compensated at a rate of twenty-two dollars (\$22.00) per thirty-one to sixty (31-60) minute period of time and eleven dollars (\$11.00) per thirty (30) minutes or less period of time to coordinate and perform technology support duties in their respective schools during the teacher work day.

At the middle school level, individuals may volunteer for technology support duties, which will serve as their resource assignment. It is understood that support may be provided anytime during the school day, but not to exceed the length of the period for the supervision/school service assignment.

At the high school level, individuals may volunteer for technology support duties, which will serve as their supervision/school service assignment. It is understood that support may be provided anytime during the school day, but not to exceed the length of the period for the supervision/school service assignment.

Technology support performed at the secondary level that exceeds the resource/supervision/school service assignment each day will be compensated at a rate of twenty-two dollars (\$22.00) per thirty-one to sixty (31-60) minute period of time and eleven dollars (\$11.00) per thirty (30) minute or less period of time.

4. Work assignments will be pre-approved by a building supervisor, District supervisor, or the District supervisor's designee, as record of the request and will include an estimate of the time needed to complete the task(s) requested. Whenever possible, this pre-approval will be in writing.

5. This compensation is in addition to regular contract compensation.

6.9 Teaching Staff Development Outside of Normal Workday

Teachers who volunteer to teach a staff development class outside of the normal contracted work day shall be compensated at the rate of forty dollars (\$40.00) per clock hour. In lieu of such compensation, and at the teacher's option, the teacher may receive twice the number of teaching hours credited as staff development time.

6.10 Alternative Assessment

The District, at the present time, is experimenting with alternative assessment practices and procedures concerning individual student performance. Participation in the project is strictly voluntary.

In the event that the District wishes to utilize a particular alternative assessment practice or procedure concerning individual student performance, the Board and MEA will work cooperatively to address and resolve the issuers relating to the impact of the new practice or procedure prior to implementation. In the event the parties are unable to resolve such issues, the bargaining committees will meet and collectively bargain with the assistance of a mediator, and if necessary, and arbitrator, concerning the impact of any such requirement.

6.11 New Teacher Induction and Mentoring Program

The New Teacher Induction and Mentoring Program are detailed in Appendix VIII hereto.

6.12 Substitute Teacher Assignment

6.12.1 Whenever a teacher under contract with the District is requested to assume the class assignment of an absent middle or high school teacher, he/she shall be reimbursed at the rate of thirty-three dollars (\$33.00) per hour.

6.12.1.1 Regular part-time teachers who sign up with the District for substitute teacher work shall be accorded priority for such work in the District consistent with the part-time teacher's part-time schedule. Part-time teachers accepting substitute teaching assignments on this basis shall be compensated at the same rate in effect for experienced substitute teachers for substitute assignments that are three (3) hours/class periods or more. Assignments that are less than three (3) hours/class periods shall be compensated at the class covering rate to applicable teachers.

6.12.2 Whenever an elementary teacher is requested to assume the regularly scheduled class of another elementary teacher he/she shall be reimbursed at the rate of thirty-three dollars (\$33.00) per hour.

6.12.3 It is understood that payments under 6.12.1 and 6.12.2 shall not apply when a music lesson pull out is cancelled due to substitute unavailability. This does not supersede the procedure outlined in the Class Covering MOU set force at the end of this Master Contract.

6.13 Compensatory Time

6.13.1 Definition

The term "compensatory time" and/or "compensatory time off" as used herein, mean hours of time off granted to a bargaining unit member in lieu of monetary payment for performing services beyond those that are required to be performed by his/her individual teaching contract.

6.13.2 Conditions for Granting

Compensatory time will be granted pursuant to the following terms:

1. Compensatory time will only be granted pursuant to a written Compensatory Time Plan developed in advance by the involved building principal and teacher, subject to the exceptions specified elsewhere in this subsection.
2. Compensatory time will be granted on an hour-for-hour basis and will only be computed in one (1) hour lots.

3. Compensatory Time Plans shall be submitted by the principal to the Superintendent and Association President for review and mutual approval, unless specifically designated in the Master Agreement.
4. Compensatory time may not be granted for the performance of any activity for which the collective bargaining agreement requires the payment of monetary compensation.
5. If compensatory time is granted and the request teacher does not designate in his/her Compensatory Time Plan the date(s) on which he/she intends to take the compensatory time off, the teacher shall be allowed to hold the accrued in reserve for use on a date to be designated later and approved by the building principal. No teacher shall accrue more than eight (8) hours of undesignated compensatory time under this subsection without prior approval of his/her building principal, or the Superintendent, and the Association President. Compensatory time accrued pursuant to this section must be used in the school year in which it is accrued; otherwise it shall be forfeited, except that compensatory time accrued after April 30th may be carried over into the first quarter of the following school year.
6. Special Provisions Concerning IEP Programming Conferences: Teachers requesting compensatory time in relation to their attendance of IEP Programming Conferences may do so without seeking pre-approval as specified above, provided, however, that such teachers may do so only after the appropriate documentation of the required fifteen (15) hours (or prorated amount) has been completed and approved by the building principal and the Director of Teaching and Learning. Teachers must still complete a Compensatory Time Plan to be signed by the building Principal, the Superintendent, and the Association President. Building principals shall retain authority under this subsection to approve or disapprove the date(s) on which the compensatory time will occur and whether the compensatory time is not in relation to the performance of any activity for which the collective bargaining agreement requires the payment of monetary compensation. Total compensation time request will not exceed sixteen (16) hours.

6.13.3 Conditions for Use

Accrued compensatory time shall be used during the regular school day and in the manner set forth in the written Compensatory Time Plan previously developed by the building principal and teacher. Nothing in Section 6.13 shall be construed to prohibit a teacher and building principal from developing a Compensatory Time Plan whereby the teacher uses accrued compensatory time on a Parent Conference day.

6.14 Professional Advancement Requirement

To advance on the salary schedule teachers shall provide evidence indicative of professional growth.

6.14.1 Definitions

The term CREDIT, used herein, is defined as one (1) college or university semester hour.

6.14.2 Requirements for Staff Development Hours Requirement

The following courses/programs and/or activities outside of the work day may be utilized in satisfying required staff development hours.

1. Attending or teaching staff development classes
2. Pre-approved, non-classroom activities designed to improve knowledge of the curriculum
3. Conference attendance and/or presentations
4. Participation in DILHR/OSHA Environmental training

Semester credits for graduate or undergraduate college or university course work may also be utilized to satisfy the required staff development hours.

6.14.3 Requirements for Horizontal Advancement on the Salary Schedule

Requirements shall be based entirely upon college or university graduate credits or upon undergraduate credits which are related to the teacher's area(s) of certification, technical/vocational training, foreign language, or special education, and which do not duplicate course work previously completed by the teacher as an undergraduate. All classes used for advancement must be in an area related to curriculum and instruction. Classes related to extra-curricular work will not be allowed.

All credits earned by teachers obtaining a degree are consumed upon obtaining that degree whether such credits are considered to be in excess of the degree requirements or not. However, under no condition would a teacher move backward on the salary schedule as a result of earning a Master's or undergraduate degree.

In cases of existing employees that have taken credits beyond their Bachelor Degree which are in excess and not prerequisites prior to entering a Master's Degree program, notification must be provided to the Director of Employee Services prior to entry to the Master's Degree program in order to gain prior approval of use of those "non-Master's Degree credits" on salary movement following the Master's Degree level attainment.

All credits, graduate and undergraduate, shall be from a North Central Association Commission on Accreditation and School Improvement, Higher Learning Commission accredited college or university earned after the baccalaureate degree and certification or master's degree and certification shall apply to advancement on the salary schedule. The Director of Employee Services in his/her discretion, may award advancement to approved credits, graduate or undergraduate, that were obtained from an international college or university that is not covered by the accrediting process set forth above.

6.14.4 Methods of Earning Credits

College or University Credit- Semester hours of credit may be earned through course work taken from an accredited, degree-granting institution.

6.15 Graduate Credit

All graduate credits shall be applicable to salary benefits. Credits earned shall be applicable to salary benefits to the extent they are earned in a field related to the teacher's area(s) of certification, technical/vocational training, a foreign language, or special education. To the extent required by this section, prior authorization for credits shall be given by the Director of Employee Services.

6.16 Salary Lane Change

Employees will be reclassified to a higher salary schedule lane upon presentation of an official grade report or transcript to the Superintendent or his designee. The official grade report or transcript must be received in the Office of the Superintendent or designee no later than the end of the business day, August 15 to effect an adjustment in the teacher's salary. Credits received after August 15 will be used toward lane changes the following school year. Exceptions to the above provision will be made for summer classes and also for unusual circumstances when provision is made in advance through communication with the Director of Employee Services no later than the end of the first business day in August. All classes must be completed prior to the first student day to be eligible for advancement in a school year.

6.17 Schedule Movement

A teacher may advance one (1) vertical step on the salary schedule in any one (1) year.

6.18 Implementation of Longevity Provision for Teachers with Partial Step Placement

Employees who will complete step 20 during a school year (i.e. step 20.25, 20.50 or 20.75 at the beginning of the year) shall receive prorated longevity payments for that year.

The payments shall be effective at the beginning of the year and paid in accordance with the normal District payroll practices.

Once an employee begins to receive longevity payments, partial step placement for the employee is eliminated. At the conclusion of the year in which the employee receives prorated longevity (Step 20.25, 20.50, or 20.75), the employee will be considered as having completed step 20 and will be placed on step 21 of the salary schedule.

6.19 Deficiencies

6.19.1 Any teachers whose work is not satisfactory and has been placed on a plan for improvement may, be placed on one (1) year probation upon the recommendation of the principal and Superintendent and acted upon by the Board of Education. The teacher shall have written notice of such action issued before June 1 of any given year. Such notice shall state the point or reasons for being placed on probation. In the case where the Board places a teacher on probation, the teacher may be deprived of a salary increment at the discretion of the Board.

6.20 Part-Time Employment Credit

6.20.1 Part-time teachers working for more than a semester during a school year shall receive one (1) year credit for vertical advancement on the salary schedule. Part-time teacher working for one (1) full semester or less during a school year will receive one-half (1/2) year credit for vertical advancement on the salary schedule.

6.20.2 (To be implemented as of 1991-92 school year, prospectively applied)

6.20.3 The parties wish to ensure equitable compensation for part-time teachers. Therefore, effective July 1, 2010, and thereafter, part-time teachers shall have their employment contracts denominated in terms of percentage of full-time equivalency (FTE) so as to achieve equitable compensation as defined herein. Equitable compensation is defined as follows:

1. For part-time teachers working full school days, the FTE contract shall be determined using the number of scheduled school days they are assigned to work for the school year divided by 190. Furthermore, the part-time teacher's student contact time shall be based on the same percentage of the work day when compared to a full-time teacher working at the same level/subject area. For example, if the number of workdays for a full-time teacher (1.0FTE) is one hundred and ninety (190), and a part time teacher is contracted at seventy-five percent (75%; .75) FTE, the part-time teacher would be required to work one hundred and forty-two and one-half (142.5) work days OR be paid an additional day's compensation for each day worked in excess of the 142.5 work days. A work day for the part-time teacher would be comprised of the same number of instructional minutes (student contact time) as a comparable 1.0 FTE teacher would have in the equivalent time frame.
2. For part-time teachers working partial school days the ratio of the student contact time for the part-time teacher and the equivalent/comparable 1.0 FTE teacher shall be the same for the time worked by the part-time teacher FTE contract shall be calculated based on the combined instructional minutes and non-instructional minutes so as to maintain equivalency in these components and in the compensation.
3. Part-time teachers working some full days and some partial days would have their FTE percentage determined using the applicable combination of (1) and (2) above.
4. Part-time and job share teachers shall be allotted proportionately equivalent time for prep time, teacher work days, and paid holidays. Requirements for part-time teachers and job share teachers related to parent-teacher conferences, CRT sessions and in-service time are referenced by section 5.12.

6.21 Department of Workforce Development/OSHA Environmental Training

The following options are available to the teaching staff to satisfy required Department of Workforce Development/OSHA environmental training:

1. Teachers may participate in District scheduled and approved training during their work time in the first two (2) contract days of the school year. This option will not result in any additional monetary compensation and does not count toward staff development or in-service time.
2. Teachers may attend District scheduled and approved training during the school year but outside the work day. The teacher may elect to designate this time toward partial completion of the in-service requirement or as part of the teacher's individual in-service plan.
3. Teachers may participate in District scheduled and approved training outside the regular work day and be paid using the curriculum development rate.

6.22 Specialized Physical Health Care Services

- 6.22.1 Teacher involvement in the provision of Specialized Physical Health Care Services is voluntary and no teacher shall be required to provide such Specialized Physical Health Care Services to pupils of the District.
- 6.22.2 Teachers may, at the request of the District, volunteer to provide Specialized Physical Health Care Services to pupils of the District and teacher who so voluntarily provide Specialized Physical Health Care Services to pupils of the District shall be deemed by the District to be acting in the scope of their employment when doing so.

6.23 Classroom Moving

- 6.23.1 Teachers who assist with moving equipment, furniture, supplies or other items, as requested by the Administration, as a result of an involuntary classroom reassignment shall be paid for actual hours worked, up to eight (8) hours, at the rate of twelve dollars (\$12.00) per hour.
- 6.23.2 Any such work shall be voluntary and shall not be required of any teacher.

7 ARTICLE 7- PERSONNEL BENEFITS

7.1 Reimbursable Absence

- 7.1.1 Ninety-six (96) hours of reimbursable absence will be granted each year. Reimbursable absence may be accumulated up to a maximum of one thousand four hundred and forty (1440) hours. All reimbursable absences may be taken in one (1) hour increments. An employee will forfeit eight (8) hours of reimbursable absence for each twenty (20) days of continuous unpaid leave granted during the school year.
- 7.1.2 Those individuals whose grant of ninety-six (96) hours exceeds the one thousand four hundred and forty (1440) hours maximum accumulation at the start of the school year will be permitted to first use any or all of those excess day(s) prior to using the one thousand four hundred and forty (1440) hours previously accumulated. In any event, the individual will not be granted more than one thousand four hundred and forty (1440) hours of maximum accumulation to start the subsequent school year.
- 7.1.3 In making use of the reimbursable absence days for the purposes set forth in 7.1.3, the teacher shall complete the Middleton-Cross Plains Area Schools "Employee Vacation/Leave Request" form.

This absence is granted for the following purposes:

- 7.1.3.1 Illness or injury of a teacher, a member of the immediate family or a domestic partner residing in the same household. A "domestic partner" is an unrelated adult individual who resides with a single teacher in the same household and who is viewed by the teacher as the equivalent of a family member. A teacher may only identify one (1) domestic partner at any given time.
- 7.1.3.2 A death or critical illness in the immediate family including that of spouse, domestic partner, child, parent, grandparent, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, or niece. Maximum hours permissible- forty (40) hours per incident. Non- accumulative.
- 7.1.3.3 Attend the funeral of a person not specified elsewhere in Sections 7.1.3.2 up to eight (8) hours per incident; a maximum of two (2) incidents per year. Non-accumulative.
- 7.1.3.4 Each school year, sixteen (16) hours of paid personal leave time is granted to a teacher to attend to personal business or affairs of a personal nature which cannot be conducted outside of the regular school day. The sixteen hours of current year personal leave time is consumed before any accumulated personal leave hours from prior years are consumed. At the end of each school year, teachers who do not use their personal leave hours for the year may accumulate them and carry them forward with any prior accumulation up to a total of fifty-six (56) hours. Teachers may not use more than their current and accumulated personal leave days in any school year.
- 7.1.3.5 Current year teachers and teachers from the previous school year shall have the opportunity to attend a funeral service during normal work day for a student whom they taught. Teachers attending such a service will not be required to use a reimbursable absence day, per section 7.1.3.6 of the Master Contract.

Certification on the "Employee Vacation/Leave Request" form that the reason for the leave is of a personal nature and meets the specification stated in the leave section of the employee group's Master Contract shall serve as the basis for proper use of leave time.

Personal leave requests will be limited on a first come/first serve basis to not more than ten percent (10%) of the teachers designated as home based at a site with a minimum of at least one (1) teacher per site.

- 7.1.3.6 Personal leave days are not to be utilized for the purposes of participating in or supporting any form of work stoppage or sanction whether in District or out of District. Requests for such leave shall be made of the building principal as far in advance as possible. If a personal leave day is misused the Superintendent shall have the right to declare the day(s) without pay. A teacher may elect to be compensated for unused personal leave at the end of the contract year by written notification to the business office by the last day of the school year at the rate of \$50.00 per day and the personal leave day(s) will be deducted from the personal leave benefit provided under the reimbursable absence days accumulated by the teacher.

7.1.3.7 Religious Holiday

The District will allow absences from work without loss of pay for up to two (2) days for the purpose of observing religious holidays providing the doctrine of the teacher's religion and the teacher's religious convictions prohibit the teacher from working on such holiday, and further provided that the teacher perform compensatory work as assigned by the Superintendent or designee, during the school year in

which the absence occurred. If the compensatory work project is not completed by the last day of the school year, a deduction at the rate of pay at the time the absence occurred shall be made from the final check to be received by the teacher. A teacher may elect to have one (1) of the available two (2) days deducted from the teacher's accumulated reimbursable absence days. In such case, the teacher shall not have the obligation to perform compensatory work for that day.

7.1.4 Miscellaneous Provisions

7.1.4.1 For any teacher absence due to an emergency, the teacher may select one of the following options:

1. Use of personal leave from the current school year
2. Use of personal leave from the succeeding school year when current school year personal leave is not available
3. Use of previously approved compensatory time.

For any absence which is non-approved or in excess of the provisions herein specified, a maximum of one-one hundred and ninetieth (1/190) of the teacher's basic annual salary shall be deducted for each day of such absence.

7.1.4.2 The Superintendent shall use his/her discretion in approving reimbursable absence for unusual or unavoidable absence.

7.1.4.3 The Superintendent or his/her administrative designee may request a physician's confirmation that the employee is ill and unable to work. District shall not inquire into the type or extent of the employee's illness without employee consent except when authorized under the Family & Medical Leave Act. This shall not prevent the District from requiring a return to work certificate in cases where the employee has been absent for an extended period.

7.1.4.4 Teachers summoned for jury duty or as a witness will receive the difference in the daily rate of pay received for jury/witness appearance and the teacher's normal daily rate of pay for the period of time required to serve on days when school is in session.

7.1.4.5 Military Services Leaves of Absence

A teacher and member of the military service who is called to active duty during the school year will be allowed such leave pursuant to the USERRA federal guidelines.

7.1.4.6 Short Term Unpaid Leaves of Absence

Requests for an unpaid leave of absence of five (5) days or less shall be made to the Director of Employee Services via email or on a form provided by the District. A copy of the form shall be provided to the Principal and to the President of the MEA. All days granted under this section will have a salary reduction of one (1) contract day's pay per day absent. The employee shall not be subject to a deduction for insurance premiums for such day(s). Unpaid leaves of absence will be granted if approved by the Director of Employee Services and Building Principal. A copy of the response shall be given to the Principal and the employee within ten (10) business days of the receipt of the form.

7.1.4.7 Worker's Compensation

In the event an employee is injured while working for employer, and is adjudged entitled to claim worker's compensation payments under Chapter 102 of Wisconsin Statutes, the employee will be assured regular and normal base salary minus worker's compensation paid up to the first sixty (60) calendar days following the disability without loss of reimbursable leave.

Beginning with the sixty-first (61) calendar day of a worker's compensation-recognized disability, the employee shall have the option to receive the monetary difference-deducted pro-rata from any accumulated reimbursable leave- between the combined total of employee's worker's compensation payments, employee's District -paid disability income protection insurance and any other government disability or retirement plans, including Wisconsin Retirement System and Social Security and employee's regular and normal base salary payments for which employee was eligible prior to the disability.

In order to be eligible for this option the employee shall further:

1. Accept the obligation to file for any and all the applicable offsetting income plans identified broadly and specifically above.
2. Show employer evidence of moneys paid or committed to employee under any and all of the above offsetting income potentials.
3. Recognize that this option ceases when worker's compensation declares that the disability has ceased.
4. Indicated desire to exercise the option by written communication to the Superintendent.

7.1.5 Catastrophic Sick Leave Bank

The parties acknowledge the occasional and extraordinary need for leave that is occasioned by severe illness and disability to bargaining unit members and their immediate families. Such circumstances can create needs that exhaust the individual bargaining unit member's accumulated sick leave resources. The District and the MEA shall form a joint committee (herein after referred to as the "Catastrophic Leave Committee" or the "Committee") consisting of up to six (6) representatives, with an equal number, selected by each respective party for the purpose of reviewing and acting upon requests by bargaining unit members for leave to be drawn from a "catastrophic sick leave bank", as described below.

Terms for the catastrophic leave program:

1. Eligibility- Teachers who have exhausted or expect to exhaust all other personal paid leave available to them and who have the need for catastrophic leave may apply for same. Prior to being considered for such leave, the applicant must provide and authorize the disclosure of information supporting the need for such leave and must execute a release acknowledging that such leave is not a matter of entitlement and is provided through voluntary contributions of accumulated leave time by other employees of the District and as such may be declined or unavailable. The applicant must execute a written save harmless agreement in favor of the District, the MEA and the individuals serving on the Committee with regard to any decisions made by the Committee with regard to the granting or refusal/failure to grant such catastrophic leave.
2. A teacher may request such leave as is appropriate in the event of any critical illness or injury suffered by a teacher or by any person in the teacher's immediate family as identified in Section 7.1.3.2.
3. The application for such leave must be in writing and supported by a medical report from a treating physician identifying the individual and the critical illness or injury that is the basis for the request. Application shall be initially submitted to Human Resources to begin the process of consideration, which shall be acted upon by the Committee at its earliest convenience.
4. Teachers who are on Long Term Disability may apply and the committee may grant the use of the Catastrophic Leave Bank as a source for funding health insurance benefits not to exceed one (1) year, as long as they retain their employment status. Catastrophic Leave Bank days shall be liquidated on the basis of an average full day's pay for bargaining unit members for purposes of this insurance benefit.
5. Contributions to the Catastrophic Leave Bank shall be completely voluntary and shall be made on an ad hoc basis in response to a specific need/application by a specific employee. Employees shall be eligible to contribute no more than six (6) days in any one school year.
6. Any contributed leave that is not consumed in a particular case shall be held in the Catastrophic Leave Bank and be available for use in future approved cases. Statistical data related to this program shall be maintained and made available for review by the District and the MEA. The parties shall work cooperatively to develop the necessary forms needed for this program.

7.2 Insurance

7.2.1 Health

- 7.2.1.1 Full Time: Bargaining unit employees shall have the option of receiving health benefits through the Health Maintenance Organization (HMO) Programs offered by the District.

The District shall pay no more than 88% of the Health Program chosen by the employee. The Benefits provided under the HMO Program and the Provider network from which those Benefits can be obtained shall be equivalent to or better than those benefits provided by Unity Health Plans. Plan MCPASD-97-HMO as amended by its Master Domestic Partner Eligibility Rider and any other amendments currently approved by the MEA and the District.

7.2.1.2 Part-Time: The cost of participation in such health benefits for part time teachers employed at least half time by the District shall be prorated according to the following table:

FTE	% District Paid
1.0 FTE	88%
0.95 FTE	84%
0.90 FTE	79%
0.85 FTE	75%
0.80 FTE	70%
0.75 FTE	66%
0.70 FTE	62%
0.65 FTE	57%
0.60 FTE	53%
0.55 FTE	48%
0.50 FTE	44%

7.2.2 Life

The District participates in the State Employees Life Insurance Plan. The District will pay the State mandated contribution for each eligible teacher for each increment of coverage up to twice his/her previous year's earning rounded to the next highest thousand based upon the eligible teacher's coverage enrollment selection. The District shall facilitate the availability of additional life insurance coverage, at the teacher's sole expense, to the maximum available under the State Employee Life Insurance Plan. The District shall also facilitate the continuation of life insurance coverage, at the eligible teacher's sole expense following the retirement of the teacher up to the maximum available through the State Employee Life Insurance Plan.

7.2.3 Disability Income Insurance

7.2.3.1 Long Term Disability

The District shall pay the full cost of a Long Term Disability Plan. The benefits provided under such a plan shall be those outlined in the Summary Plan Description dated October 1, 2005 and provided by Reliant Standard. As of November 1, 2010, the benefits provided under such plan shall match those outlined in the Summary Plan Description dated October 1, 2005 and be provided by Lincoln Financial Group.

7.2.3.2 Short Term Disability

The District shall make available to bargaining unit employees a policy of group voluntary short term disability insurance.

Bargaining unit employees who choose to participate in such short term disability insurance shall pay the premium necessary to maintain such coverage but payroll withholding privileges shall be available.

7.2.4 Dental

7.2.4.1 The District shall pay the full premium for family plan or single plan dental coverage for the two-year term of this contract.

7.2.4.2 The benefits provided under the dental insurance plan during each of these two (2) years shall be equivalent or better than those set forth in Appendix VI.

7.2.4.3 Dental Insurance shall be available to the domestic partner of employees according to the same criteria used in the health plan.

7.2.5 Other

Participation in group policies in catastrophic insurance or tax-sheltered annuity programs are guaranteed to teachers in accordance with legal provisions, individual stipulations, and the understanding that "group" privileges are allowed by each company. Teachers must pay all fees, but payroll-withholding privilege is available. Teachers can request two (2) changes in a company and/or amount deducted in a given calendar year. In addition a teacher may request a third change upon the occurrence of a change in family status, such as marriage or divorce, the death of a spouse or dependent, birth or adoption of a child, the employment or termination of employment of a spouse, a change in employment from full-time to part-time or vice versa by the employee or spouse, or the taking of an unpaid leave.

8 ARTICLE 8- EXTENDED LEAVE OF ABSENCE

8.1 Professional Leave

Any teacher on an approved leave of absence wherein such leave was commenced prior to the beginning of the 1999-2000 school year shall, upon completion of such leave, be returned to his/her last contracted position and location. Any teacher who after the commencement of the 1999-2000 school year returns from a leave of absence within two (2) years of the commencement of such leave shall, upon completion of that leave, be returned to his/her last contracted position and location. Any teacher who returns from a leave of absence after that two (2) year period shall, upon completion of that leave, but returned to an available position and location in the District for which he/she is certified.

8.1.1 A temporary vacancy created as the result of a leave of absence for a teacher may be transferred from one site to another site(s) in the District.

The President of the MEA, representatives of the District, the Administrators in charge of each site, and the teacher whose leave of absence created the temporary vacancy, all must sign the Memorandum of Understanding which indicates an agreement upon the transfer of the temporary position during the time period when the teacher is on leave of absence as well as the intended site to which the teacher would be assigned upon return from the leave (contingent upon any reductions at the site and in the teacher's seniority classification which may occur.)

If a teacher dies, retires, or resigns during the term of a leave of absence, the absent teacher's position is treated as a Vacancy and will be filled pursuant to the terms set forth in Sections 5.8-5.9 of the Master Contract.

8.1.2 No teacher on professional leave shall be permitted to enter into a contract of employment with another school district without prior Board approval. Employees shall apply for such leave by April 15 preceding the school year for which leave is requested unless health reasons prevent such advance notice.

8.2 Sabbatical Leave

A teacher who has taught in the system for a period of four (4) years may, with the approval of the Board, receive one (1) school year of sabbatical leave. Sabbatical leave will only be granted for either an entire semester or an entire year. No sabbatical leave will be granted which allows an employee to continue to work part-time for the District. Teachers on sabbatical leave shall not enter into a contract of employment with another school district without prior Board approval. Compensation will not be paid for such leave as granted. Employees shall apply for such leave by April 15 preceding the school year for which leave is requested unless health reasons prevent such advance notice.

8.3 Family and Medical Leave Act (FMLA)

The District agrees as a matter of policy that notwithstanding the provisions of the FMLA (1) the Board shall not require an employee to substitute any paid leave earned under this Agreement for unpaid leave taken under the FMLA without the consent of the employee and (2) an employee taking leave to which he or she is entitled under the FMLA may substitute, at the employee's discretion, any paid leave earned under this Agreement for any unpaid FMLA leave.

8.4 Pregnancy Leave

The Board shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery there from as it would treat any disability for all related purposes.

8.5 Child Rearing Leave

8.5.1 Child rearing is defined as the period of time granted by the District for a parent to remain at home with a new child. To qualify for consideration for a child rearing leave a person must have successfully completed one (1) year of teaching within the District. A written request for child rearing leave consideration without pay must be submitted five (5) months prior to commencement. A teacher who has been approved for a child rearing leave, the term of which is more than six (6) weeks, but who has not completed his/her probationary period at the time of the leave, shall have his/her probationary period extended for one (1) additional school year.

- 8.5.2 Child rearing leave may be approved, on a full or part-time basis, for the days remaining in a semester, an entire semester or an entire school year. Such leave may be extended for an additional year with approval of the Superintendent, provided such request for extension is made by May 1. A teacher who has been approved for child rearing leave, but who has not completed his/her probationary period at the time of extension of the leave shall have his/her probationary period extended for an additional year after the conclusion of the leave. Under extenuating circumstances, the Superintendent may make exceptions to this section.

8.6 Unpaid Medical Leave of Absence

- 8.6.1 All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave, whenever feasible. The request must be accompanied by a physician's statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits as provided for under Article 7.2, Section 7.2.3. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.
- 8.5.3 Seniority accrual during an unpaid leave is defined in Section 14.1 and Section 14.3.8. Upon commencement of the leave of absence, the employee may continue health and other insurances by remitting the full premium amounts to the District except as provided for below in Section 8.7.
- 8.6.3 Upon return from any unpaid medical leave of absence, the employee shall be entitled to return to his or her former position and location.
- 8.6.4 The employee shall be eligible to return to duty from an unpaid medical leave of absence when he/she is physically able provided:
- 8.6.4.1 The employee has provided the District with a projected date of return. The employee shall notify the District at least thirty (30) days in advance of his/her date of return, whenever feasible, if he/she is going to be unable to return to duty on his/her projected return date. The total length of the employee's leave shall not exceed the leave durations set forth in Section 8.6.1 above without the approval of the Superintendent.
- 8.6.4.2 The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physician's certificates are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification. The employee shall be entitled to back-pay if the third physician certifies that the employee was fit for duty as of the date indicated on the employee's physician's certification.
- 8.6.4.3 In the event the employee does not return to work, without reasonable justification, following the expiration of the leave, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.

8.7 Insurance(s) During Unpaid Leave's of Absence

- 8.7.1 Employees on unpaid leaves of absence under Section 8.1 and 8.2 will be eligible for inclusion in all of the District's group insurance programs, to the extent such policies allow their eligibility, provided the employee on leave pays the District in advance, on a monthly basis, for the full premium of such coverage or, in the alternative, assumes the responsibility of paying for any insurance premium(s) to the provider through a direct-billing system. Such eligibility shall continue while the employee is on the leave of absence.
- 8.7.2 Effective prospectively with the effective date of this Agreement, employees on an unpaid leave of absence under Section 8.4, Section 8.5, or Section 8.6 will be eligible for inclusion in all of the District's group insurance programs, to the extent such policies allow their eligibility. The District's contribution toward the group insurance programs, if any, shall be determined as follows:
- 8.7.2.1 If the employee has been in a paid status for the District for at least fifty percent (50%) of a contract year (for this section only contract year refers to the individual contract year of September 1 through August 31) and he/she is otherwise eligible for the group insurances he/she shall receive a pro-rated amount of the District's contribution toward the cost of the group insurances during the year (September 1 through August 31) of his/her unpaid leave of absence based upon his/her actual number of days in paid status. Paid status shall be defined as actual days worked on classroom days, parent conferences, staff inservice, work days, and holidays and shall also include days on paid

reimbursable leave and time spent on family and medical leave under both the state and/or federal family and medical leave act(s). Please see the following example for a further explanation.

An employee how was in paid status for ninety-five (95) of the one hundred and ninety (190) days would receive fifty percent (50%) of the District's contribution toward the District's group insurance programs during the first year (September 1 through August 31) of his/her unpaid leave of absence under this section.

Employees will be able to contribute their percentage of the insurance premium for the year in one of two ways or a combination thereof. The employee can have the total amount of the employee premiums deducted from his/her remaining payroll checks in the year on a pre-tax basis or he/she can remit personal payments directly to the district for the total amount of employee premiums owed. The employee shall notify the District on his/her leave request form prior to the leave as to the method desired by the employee.

- 8.7.2.2 If the employee has been in a paid status for the District for less than fifty percent (50%) of a contract year (for this section only contract year refers to the individual contract year of September 1 through August 31) and he/she is otherwise eligible for the District's group insurance's he/she shall receive the District's contribution toward the cost of the group insurances only for those month's in which the employee is in a paid status, if any, during the year (September 1 through August 31) of his/her unpaid leave of absence. Paid status shall be defined as actual days worked on classroom days, parent conferences, staff inservice, work days, and holidays and shall also include days on paid reimbursable leave and time spent on family and medical leave under both the state and/or federal family and medical leave act(s). In the months that the employee is not in a paid status he/she will be eligible for inclusion in all of the district's group insurance programs, to the extent such policies allow their eligibility, provided the employee on leave pays the District in advance, on a monthly basis, for the full premium of such coverage or, in the alternative, assumes the responsibility of paying for any insurance premium(s) to the provider through a direct-billing system. Such eligibility shall continue while the employee is on the leave of absence.
- 8.7.2.3 Employees on unpaid leaves of absence under Section 8.4, Section 8.5, and Section 8.6 who do not meet the requirements of Section 8.7.2.1 or section 8.7.2.2 above will be eligible for inclusion in all of the District's group insurance programs, to the extent such policies allow their eligibility, provided the employee on leave pays the District in advance, on a monthly basis, for the full premium of such coverage or, in the alternative, assumes the responsibility of payinf for any insurance premium(s) to the provider through a direct-billing system. Such eligibility shall continue while the employee is on the leave of absences.

9 ARTICLE 9- MISCELLANEOUS

9.1 Severance Pay

The Board will grant fifteen dollars (\$15) per day up to one hundred and fifty (150) days for the accumulated reimbursable leave as severance pay to any teacher serving the District ten (10) years or longer and retiring after age sixty-two (62) or thirty (30) years of teaching experience.

9.2 Voluntary Early Retirement

9.2.1 Eligibility

Voluntary early retirement is available to all teachers in the Middleton-Cross Plains Area School District who have completed a combined total of fifteen (15) years in the District. Individuals may elect to commence their early retirement at the completion of the first semester of the school year, or at the completion of the school year. Individuals must be at least age fifty-five (55) prior to the first work day of the school year of retirement.

9.2.2 Notification

- 9.2.2.1 Individuals must apply for early retirement in writing to the Superintendent no later than October 1, 2011 for mid-year retirements and February 1, 2012 for end of year retirements during the 2011-12 school year. No payment of benefits will be made until the Board has received and approved a letter of resignation from the individual requesting early retirement.
- 9.2.2.2 Notification for Benefits under Section 9.2.3: Option A: Individuals must apply for early retirement in writing to the Superintendent no later than October 1, 2012 for mid-year retirements and January 1, 2013 for retirements occurring at the end of the 2012-13 contract year.

- 9.2.2.3 Notification of Benefits under Section 9.2.3: Option B: Individuals must apply for early retirement in writing to the Superintendent no later than October 1 for mid-year retirements and February 1 of the school year preceding their intended retirement for end of year retirement. No payments of benefits will be made until the Board has received and approved a letter of resignation from the individual requesting early retirement.

9.2.3 Benefit Options

9.2.3.1 Benefits for 2011-12 School Year

9.2.3.1.1 Health Insurance

Upon retirement, the teacher may continue in the single or family group health insurance plan offered by the District according to the options listed below.

The Board shall pay the premium for individuals under the voluntary early retirement program for a period of up to eight (8) years. The District's contribution to the premium shall be capped at the premium rate in effect for the 2010-11 contract year. The premium contribution is capped at \$13,145 for family coverage and \$5,258 for single coverage, annually.

The District's obligation to provide paid health insurance benefits shall end when Medicare becomes available to the retiree or when the retiree dies.

The District will not provide duplicating coverage if the retiree or spouse participates in a health insurance program provided by another employer.

The retiree and/or spouse who desire insurance coverage beyond the period of paid health insurance benefits may, by paying their own premium directly to the insurance carrier, continue in the group health insurance plan as long as the carrier allows.

9.2.3.1.2 Retirement Stipend to Special Pay Deferral Plan

A teacher who elects to retire at or after the age of fifty-five (55) shall be paid an annual stipend of ten thousand dollars (\$10,000) to the Special Pay Deferral Plan for a period of three (3) years or upon death of the teacher, whichever comes first. Stipends will be paid no later than September 1.

9.2.3.1.3 Dental Insurance

The retiree and/or spouse who desire dental insurance coverage may, by paying their own premium directly to the insurance carrier, continue in the group insurance plan as long as the carrier allows.

9.2.3.2 Benefits Option A (2012-13 School Year)

The District and Association agree that the following, 9.2.3.2, Benefits Option A shall not be supplemental to, the contract language in 9.2.3.3 Benefits Option B. The contract language in 9.2.3.2 Benefits Option A shall not be the status quo, if any, during any contract hiatus period. The benefits set forth in Section 9.2.3.2 Option A cover retirements occurring after the 2012-13 contract year where the employee elected Option A prior to January 1, 2013.

9.2.3.2.1 Health Insurance

Upon retirement, the teacher may continue in the single or family group health insurance plan offered by the District according to the options listed below.

The Board shall pay the premium for individuals under the voluntary early retirement program for a period of up to eight (8) years. The District's contribution will be limited to the fixed premium amount, single or family whichever is applicable based upon the retiree's enrollment at the time of retirement, in effect at the time the employee retires. The retiree is responsible for any increase in the cost of the applicable premium. Under no circumstance shall the District contribute more than the actual cost of the applicable premium.

The District's obligation to provide District paid health insurance benefits shall end when Medicare becomes available to the retiree or when the retiree dies. In the event of the teacher's death during the retirement, the teacher's spouse shall be permitted to continue health insurance/plan coverage under the District's plan at the spouse's own expense as long as the insurance policy or plan permits. If the surviving spouse is also a retiree of the District, he/she shall be entitled to the benefits of a District retiree under this Article. Neither the District nor its representatives may request or suggest that the insurance carrier/plan alter its underwriting or coverage standards under the health policy or its rules so as to impede or avoid such coverage.

The District will not provide duplicating coverage if the retiree or spouse participates in a health insurance program provided by another employer.

The retiree and/or spouse who desire insurance coverage beyond the period of paid health insurance benefits may, by paying their own premium directly to the insurance carrier, continue in the group health insurance plan as long as the carrier allows.

9.2.3.2.2 Retirement Stipend to Special Pay Deferral Plan

A teacher who elects to retire at or after the age of fifty-five (55) shall be paid an annual stipend of ten thousand dollars (\$10,000) to the Special Pay Deferral Plan for a period of three (3) years or upon death of the teacher, whichever comes first. Stipends will be paid no later than September 1.

9.2.3.2.3 Dental Insurance

The District shall provide dental benefits to retirees of the District and their spouses on the same terms as apply to teachers in the bargaining unit so long as such retirees pay the full premium/contribution directly to the insurance provider or the Plan administrator and as long as such participation is permitted under the terms of the Plan. Neither the District nor its representatives shall make any changes to the Plan that would preclude the availability of such coverage, nor shall the District or its representative's request or suggest that any insurance provider/carrier of this benefit alter its underwriting or coverage standards so as to impede or preclude the availability of coverage.

9.2.3.3 Benefits Option B

The District and Association agree that the following, 9.2.3.3, Benefits Option B shall take the place of, and not be supplemental to, the contract language in 9.2.3.2, Benefits Option A, as such language existed on December 31, 2012, and shall go into effect prospectively from January 1, 2013 until June 30, 2013 for retirements occurring after the 2012-13 contract year where the employee elected Option B prior to January 1, 2013 or provided notice of retirement on or after January 1, 2013, but prior to February 1, 2013. This language shall be status quo, if any, during any contract hiatus period.

Option B for Retirements where Notification of Retirement Occurs Prior to February 1, 2013: (Those retiring under 9.2.3.3/Option B must select one of the two insurance options; either 9.2.3.1-HRA Premium Only-OR 9.2.3.1.2-Standard Insurance Plan.)

9.2.3.3.1 Health Insurance

The District shall fund a Health Reimbursement Account (HRA) premium only plan as set forth in Section 9.2.3.3.1.1, below or provide up to seven (7) years of health insurance as set forth in Section 9.2.3.3.1.2. The following delineates the procedure for the retiree's election and enrollment in the District's HRA premium only plan or the District's health insurance plan.

The retiree shall have the option to select in writing at the time of application for retirement pursuant to the timelines in Section 9.2.3.3.1 d.) below to either continue in the District's health insurance or to participate in the HRA premium only plan subject to the following terms and condition.

- a.) Such written election shall be filed with the Department of Employee Services no later than July 1. Such election once made by the employee is irrevocable.
- b.) The retiree shall be notified at the time of retirement of the total amount of funds available under Section 9.2.3.3.1.1, Subsection 1)a).

- c.) If the retiree elects to enroll in the District's Health Insurance he/she shall only be eligible to participate in the District's health insurance coverage(s) pursuant to the eligibility and enrollment terms of the District's insurance carriers.
- d.) If the retiree elects to enroll in the HRA premium only plan he/she shall be eligible for insurance subject to the terms of the HRA premium only plan and the eligibility and enrollment terms of the applicable non-District sponsored health insurance carriers. The election to enroll in the HRA premium only plan is irrevocable and the retiree shall not be able to re-enroll in the District's Health Insurance after such election is filed with the District. If the retiree enrolls in the HRA Premium Only Plan he/she shall be directly billed by the District's health insurance carriers and federal health insurance continuance (COBRA) rights and timelines shall be commenced and applicable if he/she continues with the District's insurance carriers.

9.2.3.3.1.1

Health Reimbursement Account (HRA) Premium Only Plan:

- 1.) The District's contributions to the HRA Premium Only Plan shall be as follows:
 - a.) District HRA Premium Only Plan Contribution Amount for a full-time employee [see paragraph (d) for the conditions for a part-time employee]: The total employer contribution shall be ninety-two thousand dollars (\$92,000).
 - b.) The above language does not require the District or the HRA Premium Only Plan administrator to have the total amount of funds available under Section 9.2.3.3.1.1, Subsection a), above for immediate withdrawal by the retiree. Withdrawals from the HRA premium only plan are subject to the terms and condition fo the HRA Premium Only Plan providers. The retired employee shall pay the distribution fee to access the HRA Premium Only funds. Disbursements by the District to the HRA Premium Only Plan shall be done in accordance with the agreement between the District and HRA Premium Only Plan administrator.
 - c.) The District HRA Premium Only Plan may only be used by the retiree for reimbursement of health insurance premiums, subject to the eligibility rules of the insurance carriers. Retired employees who wish to secure their own insurance coverage shall make the full premium payments to the insurance company of their choice pursuant to the terms and conditions of the HRA Premium Only Plan.
 - d.) The above District contributions in paragraph a) are pro-rated for employees who are some point in time in their tenure with the District were part-time employees unless the employee had the required number of years of service as a full-time employee for eligibility purposes. A part-time employee's contribution is based upon the employee's percentage of employment as determined below. To determine the part-time employee's percentage of employment, the District shall base it upon the employee's average percentage of employment over the employee's tenure in the District. This calculation shall be determined by adding together the employee's total full-time equivalency with the District and dividing it by the employee's total years of service with the District.
- 2.) All District contributions to the District HRA Premium Only Plan shall cease when the total benefit amounts set forth above are exhausted, the retiree dies, or the retiree becomes eligible for Medicare, whichever occurs first.
- 3.) No HRA Premium Only Plan shall be made available unless the provider of such plan executes a hold harmless provision in favor of the District and the Association against any liabilities arising from the mistakes of the vendor. The HRA vendor/plan administrator shall be selected by the District after consultation with the Association.

9.2.3.3.1.2 Health Insurance Plan:

Upon retirement, the teacher may continue in the single or family group health insurance plan offered by the District according to the options listed below.

The Board shall pay the premium for individuals under the voluntary early retirement program for a period of up to seven (7) years. The District's contribution will be limited to the fixed premium amount, single or family whichever is applicable based upon the retiree's enrollment at the time of retirement, in effect at the time the employee retires. The retiree is responsible for any increases in the cost of the applicable premium. Under no circumstances shall the District contribute more than the actual cost of the applicable premium.

The District's obligation to provide District paid health insurance benefits shall end when Medicare becomes available to the retiree or when the retiree dies. In the event if the teacher's death during retirement, the teacher's spouse shall be permitted to continue health insurance/plan coverage under the District's plan at the spouse's own expense, as long as the insurance policy or plan permits. If the surviving spouse is also a retiree of the District, he/she shall be entitled to the benefits of a District retiree under this Article. Neither the District nor its representatives may request or suggest that the insurance carrier/plan alter its underwriting or coverage standards under the health policy or its rules so as to impede or avoid such coverage.

The District will not provide duplicating coverage if the retiree or spouse participates in a health insurance program provided by another employer.

The retiree and/or spouse who desire insurance coverage beyond the period of paid health insurance benefits may, by paying their own premium directly to the carrier, continue in the group health insurance plan as long as the carrier allows.

9.2.3.3.2 Retirement Stipend to Special Pay Deferral Plan

A teacher who elects to retire at or after the age of fifty (55) shall be paid an annual stipend as of ten thousand dollars (\$10,000) to the Special Pay Deferral Plan for a period of three (3) years or upon the death of the teacher, whichever comes first. Stipends will be paid no later than September 1.

9.2.3.3.3 Dental Insurance

The District shall provide dental benefits to retirees of the District and their spouses on the same terms as apply to teachers in the bargaining unit so long as the retirees pay the full premium/contribution directly to the insurance provider or the Plan administrator and as long as such participation is permitted under the terms of the plan. Neither the District nor its representatives shall make any changes to the Plan that would preclude the availability of such coverage, nor shall the District or its representatives request or suggest that any insurance provider/carrier of this benefit alter its underwriting or coverage standards so as to impede or preclude the availability of such coverage.

9.2.4 Re-employment

Teachers electing to retire under this provision shall retain no re-employment rights with the School District.

9.2.5 Disclaimer

If any aspect of this provision is found to be discriminatory or in violation of the Federal Age Discrimination in Employment Act, the Wisconsin Fair Employment Act, or any other state or federal legislation by any court of competent jurisdiction, the remainder of the Article shall not be affected thereby and the parties shall negotiate a suitable replacement for that aspect of the provision.

9.3 Fair Share

- 9.3.1 The MEA, as the exclusive representative of all employees in the bargaining unit, will represent all such employees, the MEA and the non-MEA, fairly and equally. Employees in the unit will be required to pay, as provided in this Article, their fair share of the costs of representation by the MEA. No employee shall be required to join the MEA, but membership in the MEA shall be made available to all employees who apply consistent with the MEA Constitution and Bylaws. No employee shall be denied MEA membership because of race, creed, color, or sex.
- 9.3.2 The employer agrees that effective thirty (30) days after the date of initial employment or thirty (30) days after the opening of school, it will deduct from the monthly earnings of all employees in the collective bargaining unit, except those who have paid lump sums or who have authorized dues deduction as provided below, an amount of money certified by the MEA to be the monthly fair share of the cost of representation by the MEA, and shall pay said amount to the treasurer of the MEA on or before the end of the month following the month in which such deduction is made. The MEA, with the cooperation of the Superintendent, shall provide a list of all members of the bargaining unit identify those who are MEA members, those MEA members who have paid lump sums, and non-members.
- 9.3.3 The MEA shall notify the District of the amount certified by the MEA to be the fair share of the cost of representation by the MEA at least sixty (60) days prior to the commencement of the fair share deductions. The MEA agrees to certify to the employer only such fair share costs as allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relation Commission and Courts of competent jurisdiction in this regard as well as fulfill all other related legal obligation. The MEA agrees to inform the District of any changes in the amount of fair share to be deducted at least sixty (60) days before the effective date of the change.
- 9.3.4 The MEA shall provide employees who are not members of the MEA with an internal mechanism within the MEA which is consistent with the requirements of state and federal law which will allow those employees to challenge the fair share amount certified by the MEA as the cost of representation and to receive, where appropriate, a refund of any monies to which they are entitled. The internal mechanism shall culminate in a decision by a third-party neutral which decision shall be binding on the MEA. To the extent required by state and/or federal law, the MEA will place, in an interest bearing account, any disputed fair share amounts. The employer will notify the MEA of any changes in the list of employees from whom such deductions are made.
- 9.3.5 The MEA agrees that it will not indemnify and save harmless the District, the Board, each Board member, and all administrative personnel against any and all claims, demands, costs, costs of defense, suits or other forms of liability, and all court or administrative costs that may arise out of or by any action taken for the purpose of complying with this Article provided that the defense of any such claims, demands, suits, or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representative of its own choosing and at its own expense.

9.4 Dues Deduction

- 9.4.1 It is agreed by and between the District and the MEA that upon receipt of written authorization therefore, signed by the teacher, the Board shall deduct an amount to provide monthly payments of dues for membership in the MEA from the regular salary payments of such teacher each month and that the amounts so deducted pursuant to such authorization of the teacher shall be promptly remitted directly to the MEA.
- 9.4.2 It is further agreed by and between the District and the MEA, that such authorization for deduction of dues shall continue in force and effect with the District until the MEA submits a written revocation of such authorization to the Board not less than thirty (30) days prior to the effective of such written revocation.

9.5 Salary Payments

- 9.5.1 The District will pay employees through direct deposit and the direct deposit slips will be electronically mailed to each employee's district electronic mail address on each pay date. If an employee makes a written request to the District's business office that he/she continue receiving paper copies of the direct deposit slips, the District shall honor such request. Paper copies of the direct deposit slip will be provided to all employees until such time as the self-service electronic mail system becomes standardized. The annual salary shall be divided into twenty-four (24) equal installments payable on the fifteenth (15th) and last day of each month. If the fifteenth (15th) or last day of the month should fall on a Saturday or Sunday the payday shall be the previous Friday. If the payday falls on a Holiday, the payday shall be the previous banking day.
- 9.5.2 Payroll deductions shall be taken evenly from each paycheck.

- 9.5.3 Teachers filing written requests with the Superintendent or designee by May 15 shall receive their contract completion pay with their last June paycheck.
- 9.5.4 Payroll deductions for long term disability insurance taxes will occur on a monthly basis.

9.6 Breach of Contract

- 9.6.1 Teachers under contract to the District are required to fulfill all terms of the contract.
- 9.6.2 A release from the contract should not be requested unless documentation can be provided by the teacher which proves that conditions which motivated the request could not have been anticipated at the time of the signing of the contract by said teacher.
- 9.6.3 A teacher's documented request for release from contract shall be made in writing to the Superintendent at least thirty (30) days prior to the date the teacher is requesting the release from contract becomes effective.
- 9.6.4 The Board shall act upon the teacher's request for release from contract within the thirty (30) day period as noted under paragraph one above.
- 9.6.5 Failure of the individual teacher to fulfill the terms of the contract, either prior to the opening of the school year or anytime during the school year, may be considered a breach of contract and cause for immediate dismissal of the teacher breaching said contract, upon a majority vote of the Board.
- 9.6.6 Any full-time teacher who resigns his/her contract between June 15 and July 31 shall be charged as liquidated damages the sum of three hundred dollars (\$300). Any part-time teacher who resigns his/her contract between June 15 and July 31 shall be charged as liquidated damages the sum of three hundred dollars (\$300) times the percentage of his/her part-time contract. Any full-time teacher who resigns his/her contract after July 31 through the remainder of the current individual contract year shall be charged as liquidated damages the sum of six hundred dollars (\$600). Any part-time teacher who resigns his/her contract after July 31 though the remainder of the current individual contract year shall be charged as liquidated damages the sum of six hundred dollars (\$600) times the percentage of his/her part-time contract. All such payments will be a final condition of release. Such liquidated damages may be deducted from terminal pay or any amounts held in escrow for July and August salary payments. This provision will not apply to a teacher who resigns due to verified medical illness or injury, or leaves the District at the end of the first semester.

9.7 Classroom Visitation

The parties acknowledge that, in order to maintain a productive, orderly, and safe learning environment, it is necessary to minimize disruptions to student learning to the greatest extent possible. In furtherance of this acknowledgement, building principals shall ensure that conditions for classroom visitation are agreed to mutually by the classroom teacher and each requesting visitor.

10 ARTICLE 10- SALARY SCHEDULE

- 10.1 The base salary for the 2011-12 contract year shall be \$31, 842. Specific provisions related to the 2011-12 and 2012-13 Total Compensation Calculation and related information shall be according to the "Side Bar Agreement between the Middleton-Cross Plains Area School District Board of Education and the Middleton Education Association re: 2011-2012 and 2012-2013 Total Compensation Calculation".

11 ARTICLE 11- ADDITIVE SCHEDULE

- 11.1 See Appendix V.

12 ARTICLE 12- WISCONSIN RETIREMENT SYSTEM

- 12.1 Effective July 1, 2011, employees shall be required to contribute to the Wisconsin State Retirement System an amount equal to one-half (1/2) of all actuarially required contributions as approved by the Employee Trust Funds Board.

13 ARTICLE 13- NON-RENEWAL

- 13.1 Teachers employed in the District are subject to non-renewal on a statutory basis, as prescribed in Sec. 118.22, Wisc. Stats.

13.1.1 Probationary Employee: Non-renewals of teachers with three (3) consecutive years or less of employment in the District are not subject to just-cause and are non-arbitral under the Grievance Procedure of the Master Contract.

13.1.2 Non-Probationary Employee: Commencing with the fourth (4th) consecutive year of employment in the District, non-renewal is deemed an arbitral issue under the Grievance Procedure of the Master Contract except as provided below.

13.1.2.1 Evaluation Process: After completing the probationary period, teachers will be subject to evaluation as per the terms of the collective bargaining agreement and applicable Board policies/administrative procedures. Where there are performance concerns warranting a Professional Support Plan (PSP), the following Awareness Phase and Improvement Phase may be implemented and may serve as the procedure for non-renewal:

After completing the probationary period, the parties agree to the following Professional Support Plan consisting of the Awareness Phase and the Improvement Phase as a procedure for nonrenewal.

Awareness Phase

The purpose of the Awareness Phase is to bring the subject teacher and individuals together to identify and discuss areas of concern related to the District's Domain Rubrics taken from the District's evaluation framework or Professional Growth Plan. The District may make changes to its evaluation framework and/or District's Domain Rubrics prior to the commencement of a school year. The District shall provide at least thirty (30) days notice of any changes and a copy of the changes to the MEA President.

1.) The administrative supervisor identifies, in writing, a Domain Rubric Component where current performance is deemed substantially not proficient by the supervisor. The administrative supervisor shall create a file for the teacher's Professional Support Plan (PSP) in which all documents related to the PSP shall be maintained. The District shall provide the teacher with copies of all documents placed in the PSP file and the teacher shall have the right to review/copy file documents and/or authorize review/copying of such file documents by a representative(s) of the teacher.

2.) The Awareness Phase will be discussed at an initial meeting. This Awareness Phase will last no longer than sixty (60) working days.

3.) At the conclusion of the Awareness Phase, the administrative supervisor and teacher will review the progress and the administrative supervisor will make one of the following decisions in writing:

- a.) Concerns resolved, no further action necessary; or
- b.) Progress noted, continuation of agreed procedures and extended timeline up to a maximum of thirty (30) working days; or
- c.) Concerns remain unresolved, movement to Improvement Phase.
- d.) Documents related to items resolved under subsection a) shall be removed from the employee's personnel file and PSP file after a maximum of four years from the decision, if the employee has not been subsequently referred to, or continued in this process with regard to the same Domain Rubric Component. The District may retain such documents in a separate non-personnel file for potential use in matters involving third parties; however, such documents shall not be used for any purpose related to the teacher's future evaluations, discipline, and/or employment related matters.

Improvement Phase

The purpose of the Improvement Phase is to provide additional guidance and assistance for the resolution of concerns identified in the Awareness Phase off the Professional Support Plan for non-probationary teachers in order to encourage and promote success. The Improvement Phase shall consist of the following process:

- 1.) The Improvement Phase will be discussed at an initial meeting to be held within ten (10) working days of the completion of the Awareness Phase. The Improvement Phase will not last longer than ninety (90) working days.
- 2.) The Improvement Phase shall include the following elements which shall be provided to the teacher subject to the PSP at the initial meeting:

- a.) A written statement identifying the concern relative to the District's Domain Rubrics;
 - b.) A written statement identifying the individuals involved in the plan, consisting of the following:
 - 1.) The teacher subject to the PSP;
 - 2.) The principal supervising the teacher subject to the PSP;
 - 3.) The peer coach;
 - i) A qualified peer coach from the appropriate roster (including active and retired licensed teachers) selected by the principal of the teacher subject to the PSP. This peer coach's service shall be totally voluntary and the peer coach (if an active teacher) is not subject to evaluation for his/her participation in this process. Qualified peer coaches: are active or retired teachers with a minimum of five (5) years teaching experience; have successfully completed the district's mentor training program; have received a distinguished rating for the most recent evaluation year (after such ratings have been established); and have knowledge relevant to the teaching assignment. If no volunteer peer coach can be found after a diligent effort is made to find one, the process can move forward without a peer coach. If either the peer coach or the teacher subject to the PSP request termination of the relationship, it shall be terminated; however, the process may continue with or without another peer coach.
 - ii) The peer coach shall be provided with compensation of one hundred and fifty dollars (\$150) per semester or fraction thereof above and beyond their regular compensation.
 - iii) The peer coach shall provide advice to the teacher in the improvement phase on how to improve teaching area/assignment skills and to successfully complete the remediation plan. The peer coach, may if approved by his/her immediate supervisor, be released from his/her normal duties for a sufficient amount of time to provide appropriate support.
 - iv) An additional evaluating administrator may be used as needed in any step of this process. The additional evaluator (referenced above) will be identified in advance.
 - c.) A listing of activities/procedures to be initiated and utilized;
 - d.) A listing of resources to be allocated as necessary for the PSP implementation and completion including, but not limited to materials, staff development, implementation timelines and budgetary consideration;
 - e.) A timeline indicating implementation dates, final review dates, and meeting dates to review progress of the PSP. Teachers subject to a PSP shall be afforded a minimum of fifteen (15) days to respond to any document that is being placed in their PSP file. Teachers will also be provided with copies of all documents related to the PSP.
 - f.) Additional observations will be conducted by the supervising administrator and no more than one other administrator. The peer coach shall be permitted to sit in on these observations to facilitate constructive assistance to the teacher who is the subject of the PSP. The supervising administrator shall evaluate the performance of the teacher subject to the PSP, in writing, and shall share such evaluation with the teacher promptly thereafter. The evaluation shall be placed in the teacher's PSP file.
- 3.) After the ninety (90) day work day Improvement Phase, the principal in consultation with the peer coach, shall state if sufficient improvement has taken place to justify a "proficient" or better rating.
 - a.) If sufficient improvement has been made, the concern shall be deemed resolved and the teacher is removed from the PSP.
 - b.) If improvement has been made, but the concern is not resolved, the Improvement Phase may be extended for up to another ninety (90) workdays.
 - c.) If sufficient improvement has not been achieved, the teacher may be recommended for non-renewal.

- 4.) If non-renewal is recommended by the principal, the teacher may appeal to the Peer Review Panel. The Peer Review Panel shall consist of three (3) administrators of the teacher's choosing and two (2) teachers (volunteers, active or retired, selected by the administrator from a building different from that of the administrator). Such teachers shall have at least five (5) years of teaching experience and knowledge relevant to the teaching assignment held by the teacher subject to the PSP. The peer coach that served during the Improvement Phase shall not serve on the Peer Review Panel. The participation of the teachers selected by the principal shall be voluntary and such teachers shall be compensated for their time at twenty-eight dollars (\$28.00) per hour. If the selected teachers do not volunteer, the District may appoint other licensed teachers to be on the Peer Review Panel. The teacher shall be allowed representation at the proceedings before the Peer Review Panel.
- 5.) The Peer Review Panel shall review all documentation in the teacher's PSP file and any documents which the teacher elects to provide to the Panel. The Peer Review Panel shall also provide the teacher with an opportunity to be heard. The teacher may elect to be represented in making the presentation to Peer Review Panel. The Peer Review Panel shall make one of the following findings:
 - a.) The recommendation for non-renewal is upheld, and forwarded to the Board of Education;
 - b.) The Improvement Phase should be extended for up to ninety (90) additional days;
 - c.) The teacher has adequately completed the Improvement Phase and the PSP is terminated.
- 6.) Grievance arbitration access for employees recommended for non-renewal by the Board under Subsection 5, paragraph 1) above: Employees who have been non-renewed by the Board under the provisions of Section 13.1.2.1 may access grievance arbitration solely for the purpose of determining one or both of the following:
 - a.) were the procedural steps of 13.1.2.1 adhered to by the District; and/or
 - b.) did the district's agents act in an arbitrary or capricious manner in the application or implementation of the process set forth in 13.1.2.1

If the grievance arbitrator finds that either of the two above conditions occurred, the grievance arbitrator may issue a remedy in accordance with the Grievance Procedures of the Master Contract in Section 16.3.3.2

13.2 Discipline and Discharge

13.2.1 Probationary Employee: Discipline or discharge of teachers with three (3) consecutive years or less of employment in the District are not subject to just-cause and are non-arbitral under the Grievance Procedure of the Master Contract.

13.2.2 Non-Probationary Employee: Commencing with the fourth (4th) consecutive year of employment in the District, discipline or discharge shall be based on just-cause and is deemed an arbitral issue under the Grievance Procedure of the Master Contract except as provided for below:

- 13.2.2.1 Employees who commit any of the following offenses may be disciplined or discharged for just cause; however, the appeal of such cases shall be non-arbitral [i.e. the process ends at the Board step of the grievance procedure] except as provided for in Section 13.2.2.2 below:
 - 1.) Conviction of a felony or violent misdemeanor where the circumstances of the offense substantially relates to the circumstances of the employee's job;
 - 2.) Violating the District's Acceptable Use policy by knowingly and deliberately accessing, downloading or transmitting obscene or pornographic material or knowingly and deliberately possessing and displaying obscene or pornographic material while on District property or while fulfilling the responsibilities of his/her job (excluding performing work at home on non-district equipment and systems away from school premises with out the involvement of student). [Employees who report the receipt of such material in a timely manner in accordance with administrative procedure(s) shall not be subjected to this provision for incidents reported to the appropriate administrator.];
 - 3.) Conviction of theft or fraud where the circumstances of the offense substantially relates to the circumstances of the employee's job;

- 4.) Possession of weapons while on District property or while fulfilling the responsibilities of his/her job (excluding performing work at home or away from school premises without involvement of students) in violation of the District's Administrative Policy No. 832;
- 5.) Being under the influence while on District property or while fulfilling the responsibilities of his/her job (excluding performing work at home or away from school premises without involvement of students) in violation of the District's Administrative Policy No. 522.1;
- 6.) Use, possession, distribution, sale, transfer, dispensing, manufacture of alcohol, other controlled or illicit mood altering drugs while on District property or fulfilling the responsibilities of his/her job (excluding performing work at home or away from school premises without involvement of students); and
- 7.) Engaging in sexual relationships with any child under the age of eighteen (18) or with any current District students, eighteen (18) years of age or older.

13.2.2.2 Grievance arbitration access for employees recommended for dismissal by the Board under 13.2.2.1: An employee who has been recommended by the Superintendent for discharge under the provisions of Section 13.2.2.1 may only access grievance arbitration for the purpose of the following:

- a.) The Employee/MEA may challenge the District's factual allegations to determine whether the alleged facts constitute a proper charge under the offenses listed above. Such challenge(s) shall be made by the Employee/MEA through the grievance procedure within ten (10) working days of the Superintendent's written recommendation of discharge to the Board (copy provided to the Employee and MEA) by submission of the issue of arbitrability to a mutually selected arbitrator using the process set forth in the Grievance Procedure.
- b.) If as a threshold issue the Arbitrator determines that the facts upon which the proposed discipline is based falls within the ambit of the preceding specific charges, if proven, the merits of the matter shall be deemed non-arbitrable and may proceed to final processing through the grievance procedure as provided with regard to such charges herein. [i.e. the process ends with the Board as the final arbiter] If as a threshold issue the Arbitrator finds that the appropriate charges do not fall within the scope of the previous specific charges, the matter shall be submitted to Arbitration with the same arbitrator at the same hearing for final resolution on the merits subject to the just cause standard.

13.3 Approved maternity leaves or other leaves of less than one school year shall not be construed to interrupt employment for the purposes of this section.

Probationary employees on Board approved leaves shall retain their accrued time toward completion of the probationary period. Such leave shall not contribute toward completion of the probationary period, but shall not be deemed to be an interruption of their employment.

Individual teaching contracts issued pursuant to Sec. 118.22 Wis. Stats., and this Article shall be subordinate to this Master Contract and shall not contain any provision in conflict with the terms of this Master Contract. Any terms that do conflict with the terms of this Master Contract shall be deemed superseded by the terms of this Master Contract.

14 ARTICLE 14-LAYOFF AND STAFF REDUCTION

14.1 "Seniority" will be established as the total years of continuous service in the District under regular contract with such calculation commencing with the date an employee's initial employment contract is approved by the Board of Education. Employees shall accrue seniority based upon the percentage of a full-time contract worked by the employee. An approved leave of absence for up to two (2) years and a layoff of up to two (2) years does not constitute a break in seniority.

14.2 In the event the Board determines to reduce the number of employee positions (full layoff) or the number of hours in any position (partial layoff), the Board may lay off the necessary number of teachers by grade level classification or department and subject area as follows: (1) Elementary- PreK-5 (2) Middle/High School- 6-12, (3) District-wide responsibilities. The provisions set forth in this Article shall govern all layoffs and recalls. Layoffs shall not be made to circumvent the other job security or discipline provisions of this Contract.

14.2.2 Notification of Layoff

Prior to implementing any layoff(s), the Board shall notify the MEA in writing of the positions(s), which it considers necessary to reduce. The MEA President may request a meeting with the Superintendent to discuss the reasons and supporting facts relied upon by the Board for the contemplated reduction.

- 14.2.3 The Board may lay off teachers for the ensuing school year by giving teachers and the Association President of such layoff by no later than June 1. The Board may lay off teachers due to lack of funds or lack of work effective with the beginning of the second semester of a school year by giving notice to the affected teachers and the Association President no later than November 15. Such written notice shall include a statement of the employee's recall rights under this Article. Upon receiving such notice, the employee may exercise bumping rights in accordance with Section 14.5.

14.3 Selection for Reduction

- 14.3.1 Employees resigning or retiring from their respective position(s) shall constitute the first consideration for reduction of staff.
- 14.3.2 The second level for reduction of staff shall be determined by grade level classification or department and subject area where such reductions are necessary in the inverse order of the employee(s)' seniority in the District, commencing with the employee in such grade level or subject area with the shortest service.
- 14.3.3 If two (2) or more employees subject to layoff selection within the same grade level classification and subject area have identical seniority service time, the individual with contract additives as of February 1 shall be considered the senior employee.
- 14.3.4 If two (2) or more employees subject to layoff selection still have identical seniority (after 14.3.3), the individual with the greater number of credits past the Bachelor's Degree shall be considered the senior employee.
- 14.3.5 If two (2) or more employees subject to layoff selection still have identical seniority (after 14.3.4), the individual with greater teaching experience outside the District shall be considered the senior employee. If two (2) or more employees subject to layoff selection still have identical seniority the more senior teacher shall be determined in the presence of the involved employees, by lot.
- 14.3.6 For purposes of this Article, an employee's service in the District shall not include any period of time in which the employee has worked for the District in a non-bargaining unit, administrative or managerial capacity, except that the Board may grant up the five (5) years seniority to any such staff it may appoint to a vacant teaching position.
- 14.3.7 Teachers hired on leave replacement contracts shall not have District seniority over regular permanent teachers but shall advance on the salary schedule.
- 14.3.8 Teachers who receive approved unpaid leaves of absence for one (1) semester or more shall not accrue seniority during their leave. Teachers taking leaves for less than one (1) semester shall accrue seniority.
- 14.3.9 Employees teaching in more than one (1) department and subject area or grade level classification shall accrue District seniority in both (all) areas at the full value of their individual teaching contract.
- 14.3.10 Master Seniority List by Grade Level Classification/Department and Grade Level Classification/Subject Area shall be developed to rank all employees, including both active employees and employees on full or partial layoff, in accordance with their length of time in the District as determined above. Such list shall also state the teaching assignment, if any, presently held by such employees. A copy of this list shall be distributed through the school mail to each member of the bargaining unit no later than the first school day following winter recess of each school year. The list will be accurate as presented unless notification is received by the end of January each year that inaccuracies exist. The District will provide the MEA President with a copy of all reported inaccuracies by February 15. A final Master Seniority List will be distributed via email to each member of the bargaining unit no later than the end of February. Employees scheduled for layoff shall be determined from the Master Seniority List, which shall include all employees then in the District's employ.

14.4 Partial Layoff

An employee who is reduced from full-time may choose to be on full layoff if he/she is reduced below half time. If the employee chooses this option, he/she will not lose any layoff benefits or recall rights.

14.5 Bumping

- 14.5.1 Any employee who is selected for reduction pursuant to Section 14.3 above may elect in writing, within ten (10) days of receipt of a layoff notice, to assume a half-time or more position in the grade level classification or department and subject area the employee held prior to receiving notice of layoff. This option shall be conducted in the following manner:

- 14.5.1.1 Employees in Pre K-5 levels may bump the fellow Pre K-5 employee with the least seniority as determined by Section 14.3 above, in any certification area in which they have taught for the District, provided they are properly certified under Department of Public Instruction guidelines.
- 14.5.1.2 Employees in 6-12 grade levels may bump the fellow 6-12 employee with the least seniority as determined by Section 14.3 above in any grade level and/or subject area in which they have taught for the District with in the last five (5) school years, or are currently teaching, provided they are properly certified under Department of Public Instruction guidelines.
- 14.5.1.3 Employees with k-12 District-wide responsibilities may bump the fellow employee with the least seniority as determined by Section 14.3 above in any certification area in which they have taught for the District provided they are properly certified under Department of Public Instruction guidelines.
- 14.5.1.4 The Board shall notify employees in writing, of their selection through bumping. This notification shall be hand delivered or mailed (certified mail, return receipt requested) to the last known address of the employees as shown on District records, within two (2) working days after receipt of an employee's written election to bump. The Board will simultaneously provide the MEA with copies of these notifications.

14.6 Benefits During Layoff

- 14.6.1 In the event the Board lays off an employee during the term of the employee's contract (including the summer months prior to the beginning of the school year for which the employee has been issued an employment contract), the said employee shall receive from the District an amount of money equal to Article 9.6.6 of the Master Contract.
- 14.6.2 In the event the Board implements the partial layoff of an employee during the term o that employee's full-time contract with the District (including the summer months prior to the beginning of the school year for which the employee has been issued that employment contract), the said employee shall receive from the District an amount of money equal to Article 9.6.6 of the Master Contract.
- 14.6.3 Employees who are laid-off shall remain eligible for inclusion in all of the District group insurance plans under the same terms and conditions as are applicable to all regular members of the particular unit until termination of recall rights on July 1 two (2) years following the year in which layoff notice was given or a teacher refused to accept a teaching position offered by the District. The laid-off employee shall reimburse the District for the full premium or, in the alternative, pay the insurance premium(s) to the provider through a direct billing system, if available.
- 14.6.4 Employees who are laid-off shall remain eligible for inclusion in all of the District's group insurance programs under the same terms and condition as are applicable to all regular members of the bargaining unit during the summer immediately following the employee's layoff notice.
- 14.6.5 Employees on full layoff shall retain the same amount of seniority based upon length of service in the District and the same amount of reimbursable leave as he/she had accrued as of the date he/she was laid off. If a laid-off employee is recalled, such employee shall again begin to accrue seniority and reimbursable leave concurrent with the terms of his/her individual contract.
- 14.6.6 A full-time employee on laid-off status may refuse recall offers of part-time, if less than half-time, substitute or other temporary employment without loss of rights to the next available full-time position in the grade level classification, department and subject area from which the employee was laid-off and for which the employee is certified. Full-time employees on laid-off status shall not lose rights to a full-time position by virtue of accepting part-time or substitute appointments with the District.
- 14.6.7 No employee on full or partial layoff shall be precluded from securing other employment while on layoff status.
- 14.6.8 Partially laid-off employees who were laid-off from full-time employment during the school year shall have all the rights, and privileges of full-time bargaining members to which they are eligible under provisions of this Contract with the exception of salary and benefits which shall be prorated for the remainder of the school year.

14.7 Recall Rights

- 14.7.1 If the District has a vacant position or a portion of a position available in the grade level classification, department and subject area from which an employee was laid-off and is certified according to the District's records, the employee shall be notified of such position and offered employment in that position. Employees on layoff will be contacted and recalled in reverse order of their layoff within the grade level classification, department and subject area. If more than one (1) qualified laid-off teacher has recall rights, the laid-off teacher having the greatest length of service in the District shall be recalled first.

- 14.7.2 Recall rights under this Section shall extend to employees on partial layoff (i.e. those employees whose hours have been reduced.)
- 14.7.3 Within fourteen (14) days after an employee receives a notice pursuant to this Section, he/she must advise the District in writing that he/she accepts the position offered by such notice and will be able to commence employment on the date specified therein. Any notice pursuant to this Section shall be mailed by certified mail, return receipt requested, to the last known address of the employee in question as shown on the District's records. It shall be the responsibility of each employee on layoff to keep the District advised of his/her current whereabouts. The Board shall simultaneously provide the MEA with copies of any recall notices, which are sent to the employees on layoff status pursuant to this Section.
- 14.7.4 A teacher on layoff selected for a vacant position will retain his/her accrued seniority within the District.

15 ARTICLE 15-SAVINGS CLAUSE

- 15.1 If any Article or Section of this Master Contract or an 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 Article or Section should be restrained by such tribunal, the remainder of this Contract and Addendum thereto 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 (invalid) Article or Section.

16 ARTICLE 16- GRIEVANCE PROCEDURE

16.1 Purpose

A determined effort shall be made to settle any grievance at the first appropriate step in the grievance procedure.

16.2 Definition

A "grievance" is defined as a dispute concerning the interpretation or application of any of the terms or provisions of this Agreement.

16.3 Steps of Grievance Procedure

Grievances will be processed as follows:

16.3.1 First Step:

16.3.1.1 The grievant shall promptly attempt to resolve the grievance informally with the principal. The grievant may be accompanied by any person of his/her choosing.

16.3.1.2 If the grievance is not resolved, the grievant shall state the grievance in writing, including a precise statement of the grievance, the Article or provision of the Master Contract allegedly violated, the remedy requested and the signature of the grievant.

The grievance shall be presented to the principal. Grievances not presented to the principal in writing within thirty (30) working days after the grievant knew or reasonably should have known of the facts upon which the grievance was based, will be deemed waived. The principal shall respond to the grievance within ten (10) working week days.

16.3.2 Second Step:

16.3.2.1 If the written grievance as outlined in the first step is not adjusted in a satisfactory manner then the signed written grievance as described in the first step may be sent by the grievant to the Superintendent. The Superintendent must receive the grievance within ten (10) working days of the response of the principal or if no response was given, within ten (10) working days of the date the response was due.

16.3.2.2 The Superintendent shall set a mutually convenient time, but no later than ten (10) working days after his/her receipt of the grievance, for discussion of the grievance. The Superintendent shall respond within ten (10) working week days of the date of the discussion.

16.3.3 Third Step:

- 16.3.3.1 If the grievant is not satisfied with the disposition of his/her grievance at the Second Step or if no decision is rendered by the Superintendent within ten (10) working days after the Step 2 meeting, he/she may submit to the Superintendent, in writing, a written notice of his/her desire to appeal the grievance to arbitration.
- 16.3.3.2 When notice of desire to appeal to arbitration has been made the parties or their designated representatives shall confer, with the intent of agreeing upon a member of the Wisconsin Employment Relations Commission or its staff to serve as arbitrator. In the event that the parties are unable to agree upon an arbitrator within ten (10) working days after the notice of desire to appeal has been filed, either party may request the WERC to submit a panel of five (5) independent arbitrators from which the parties will alternately strike to determine the arbitrator. The first strike shall be by lot.
1. Written notice of a desire to appeal to arbitration must be made to the Superintendent or designee within thirty (30) working days of the Superintendent's answer in step 2 or in the case of no answer within thirty (30) working days of the date the answer was due.
 2. The right of the Board to adopt policies that do not conflict with this Contract and take action in accordance with management rights or duties assigned by law.
 3. The arbitrator shall schedule a hearing on the grievance, and after hearing such evidence, as the parties desire to present, render a written decision.
 4. The arbitrator shall have no power to set salaries, although he/she may have power to interpret salary, nor to amend, modify, nullify, ignore, or add to the provisions of the Master Contract. The arbitrator shall have no power to substitute his/her decision for that of the Board in any matter not specifically covered in this Contract. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.
 5. The Board and the MEA will share equally any joint costs of the arbitration procedure such as the fee and expense of the arbitrator and the cost of the hearing room.

16.4 The MEA may act on its own behalf or on the behalf of the grievant(s) at any step of this procedure.

16.5 Presence of Grievant

The grievant may be present at every step of the procedure and shall be present at the request of the MEA, Superintendent or Board. He/she may be accompanied by a person of his/her choosing.

16.6 Group Grievances

To avoid filing of multiple grievances of the same complaint, the MEA may process the grievances at the second step.

16.7 Grievances not processed by the grievant or the aforementioned MEA to the next step within the time limit prescribed shall be considered dropped.

16.8 "Working days", as used in this Article, shall mean week days during the summer hiatus; provided, however, that holidays which fall during the week shall not be construed as "working days". All time limits set forth in this grievance procedure may be extended to a specific date by mutual agreement of the MEA Professional Rights and Responsibilities Committee Chairperson and the Superintendent.

17 **ARTICLE 17-DIAGNOSTIC REQUIREMENTS OF SPECIAL EDUCATION SERVICES STAFF (SES)/PUPIL SERVICES STAFF**

17.1 **Diagnosticians**

Diagnosticians will be responsible for all case management and evaluation duties of the IEP eligibility process (from receipt of referral form through eligibility meeting). Speech/Language Diagnosticians shall be responsible for case management of referrals where speech/language is the possible primary handicapping condition. (see Sec. 17.3)

Each full-time Diagnostician will be responsible for approximately ninety (90) IEP eligibility evaluations (receipt of referral form through eligibility meeting) per contract year. In order to accommodate IEP eligibility meetings outside of the normal work day (7:45 a.m.-3:34 p.m.), Diagnosticians shall have the following options:

- 1.) The required twenty-two and one-half (22.5) hours per year of Parent-Teacher Conference time outside of the normal work day shall be reallocated toward IEP eligibility meetings.

- 2.) Diagnosticians shall be allowed to work a flexible day (e.g. 9:00 a.m.-5:00 p.m.)- in order to accommodate meetings. If a Diagnostician has:
 - a.) Completed ninety (90) evaluation and is unable to complete additional evaluations, or
 - b.) Is unable to complete evaluations base on demand and federal/state timelines; then the following options shall be considered for additional referrals by the Director of Teaching and Learning and the involved Diagnostician(s)
 - 1.) The evaluation(s) will be offered to a part-time Middleton-Cross Plains Area School District Diagnostician prior to hiring an outside evaluator. The District part time Diagnostician will be paid on an actual hourly basis at his/her contract rate. These evaluations will be completed outside of his/her contract hours.
 - 2.) If the part-time Diagnostician in paragraph one (1) refuses or is unavailable, the evaluation(s) will be offered to building cross categorical staff on a seniority basis.
 - a.) Part-time staff will complete the evaluations outside of his/her regular contract hours and be paid at his/her regular hourly contract rate.
 - b.) For full-time staff, these evaluations would be conducted during preparation time and are in addition to other assigned duties. Teachers will be compensated at a rate of twenty-two dollars (\$22.00) per hour for testing, report writing and meetings during the work day. Hours outside the workday will be compensated at his/her regular hourly contract rate.
 - 3.) A certified evaluator from outside the District may be hired.

17.2 District cross-categorical teachers will not have assigned diagnostic responsibilities.

17.3 **Speech/Language Pathologists-**

Each full-time Speech/Language Pathologist will be allotted three (3) hours for elementary and Pre K therapists or three (3) periods for Middle School/High School therapists per week for the evaluation process. These hours are within the instructional day for school based therapists and within the workday for itinerant therapists. This is based on ten (10) evaluations yearly per full-time therapist. Therapists in the Phonology Program shall not have diagnostic responsibilities; except for re-evaluations of students on their caseload. Speech/Language Pathologists will only be case manager on IEP eligibility teams where the speech/language is the possible primary handicapping condition.

If a therapist completes ten (10) evaluations in a year or is unable to complete evaluations based on demand and/or federal/state timelines, the following options shall be considered for additional referrals by the Director of Teaching and Learning

- 1.) The Speech/Language Diagnostician may do the evaluation(s);
- 2.) If the District Speech/Language Diagnostician is unable to complete the evaluation, the evaluation will be offered to the building speech/language pathologists based upon seniority. If no building speech/language pathologist accepts the evaluation, it will be offered district-wide based upon seniority.
 - a.) The evaluation(s) completed by a part-time Middleton-Cross Plains Area School District Speech/Language Pathologist will be paid on an actual hourly basis at his/her contract rate. These evaluations will be completed outside of his/her regular contracted hours.
 - b.) The full-time pathologists completing testing, report writing and meetings during preparation time will be compensated at twenty-two dollars (\$22.00) per hour. Report writing or meetings beyond the work day will be compensated at his/her regular hourly contract rate.
- 3.) If district staff declines or is unavailable to do the evaluation, a certified evaluator from outside the District shall be hired.

17.4 **Occupational and Physical Therapists-**

Occupational Therapists- Each full-time Occupational Therapist will be allotted two and one-half (2.5) hours per week for the evaluation process. This is base on ten (10) evaluations yearly per full-time therapist. If a therapist completes ten (10) evaluations per year or is unable to complete evaluations based on demand and federal/state timelines, the following options shall be considered for additional referrals by the Director of Teaching and Learning:

- 1.) The evaluation(s) will be offered to a part-time Middleton-Cross Plains Area School District Occupational Therapist prior to hiring an outside evaluator. The District therapist will be paid on an actual hourly basis at his/her contract rate. These evaluations will be completed outside of his/her regular contracted hours.
- 2.) If the part-time therapist in paragraph one (1) refuses or is unavailable, full-time therapists will be offered the opportunity to complete the evaluation. Testing completed during preparation time will be compensated at twenty-two dollars (\$22.00) per hour. Report writing or meetings beyond the work day will be compensated at his/her regular hourly contract rate.
- 3.) If district staff declines or is unavailable to do the evaluation, a certified evaluator from outside the District shall be hired.

Physical Therapists- Each full-time Physical Therapist will be allotted three and a half (3.5) hours per week for the evaluation process. This is based on fifteen (15) evaluations yearly per full-time therapist. If a therapist completes fifteen (15) evaluations per year or is unable to complete evaluations based on demand and federal/state timelines, the following options may be considered for additional referrals by the Director of Student Services:

- 1.) The evaluations(s) will be offered to a part-time Middleton-Cross Plains Area School District Physical Therapist. The District therapist will be paid on an actual hourly basis at his/her contract rate. These evaluations will be completed outside of his/her regular contracted hours.
- 2.) If the part-time therapist in paragraph one (1) refuses or is unavailable, full-time staff who have completed their evaluations will be offered the opportunity to complete the evaluation. For full-time staff, these evaluations would be conducted during non-instructional time and are in addition to other assigned duties. Teachers will be compensated at a rate of twenty-two dollars (\$22.00) per hour for testing and report writing.
- 3.) If all full-time staff declines the evaluation, a certified evaluator from outside the District shall be hired.

17.5 Compensation for IEP or Section 504 Eligibility Meetings

- 17.5.1 Student services personnel or diagnosticians may work flexible hours in lieu of additional compensation for IEP or Section 504 Eligibility Meetings.
- 17.5.2 Teachers assigned to conduct evaluations as part of their normal work day will be compensated for meeting time outside their normal work day.
- 17.5.3 All other teachers assigned IEP or Section 504 evaluation meetings will be compensated for meeting time during preparation time outside the instructional day.
- 17.5.4 All requests for compensation will be filed by the last work day of the second semester. These amounts shall be paid in the next pay period following the end of the school year. Compensation shall not exceed a total of \$50,000 per year. Late requests for compensation will be processed and reimbursed only to the extent that there are available funds left from the \$50,000 allocation but must be before 7/1 of each budget year. In the event requests exceed \$50,000 per year, compensation will be prorated based on total minutes requested so that the amount paid is \$50,000 per year. Prior to any prorating, a meeting will be held between the MEA President and the Director of Teaching and Learning. Total compensation payout and any proration will be shared with the MEA President prior to final funding distribution. For the 2009-2010 contract year only, costs associated with compensating teachers for eligible meetings shall not be subject to proration in accordance with the fifty thousand dollars (\$50,000) per year set forth above and will be fully compensated at the rate of \$22.00/hour for all meeting times that are submitted. Thereafter, all costs associated with meeting compensation will be subject to the fifty thousand dollar (\$50,000) limit established above. Request for compensatory time will not exceed sixteen (16) hours.

17.6 Local Education Agency Representatives (LEA Reps)

Bargaining unit members shall not serve as Local Education Agency (LEA) representatives for IEP meetings.

18 ARTICLE 18-TERMS OF AGREEMENT

- 18.1 This contract shall be in force July 1, 2011 through June 30, 2013.
- 18.2 The District and Association have reached the following disclaimer regarding the interaction of this Agreement and the budget repair bill/2011 Wisconsin Act 10.
 - A. Disclaimer Provision Due to uncertainty regarding 2011 Wisconsin Act 10 and its effective date of implementation: The Board and the Association understand and hereby agree that due to the uncertainty regarding the effective date of 2011 Wisconsin Act 10 as of the date of the execution of this Agreement that the following shall occur if it is

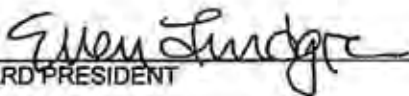
determined by a court of competent jurisdiction that 2011 Wisconsin Act 10 was in effect as of the date of the publication by the Legislative Reference Bureau, i.e. March 25, 2011;

- 1.) The Board and Association agree that the terms and conditions of the master contract between the Board and Association as it applies to conditions of employment for 2011-2013 contract years [except total base wages] will be at the District's discretion and may be implemented after June 30, 2011.
 - 2.) Should it be determined by a court or other tribunal of competent jurisdiction that 2011 Wisconsin Act 10 became effective prior to agreement of this Agreement, this Agreement is null and void, and the terms of the 2009-11 Collective Bargaining Agreement will remain in full force and effect without modification to its terms, until the expiration date referenced in the 2009-2011 collective bargaining agreement. However, if the Agreement is ultimately voided, the parties recognize that certain decisions and/or actions taken as a result of the Agreement, prior to the date that the Agreement is voided, will not be able to be reversed. As a result, the parties hereby waive any claims brought after the Agreement is voided, arising out of the implementation and enforcement of the Agreement prior to the date that the Agreement is voided, excluding those claims alleging that the party actually violated the terms of the Agreement.
 - 3.) The parties will not independently seek to void any provision retroactively unless they are required to do so under the law in place at the time the Agreement was in effect. The Association further pledges that it will not fund, sponsor, or represent any employee in any other forum in any matter inconsistent with this stipulation. If voided, it is the intent of the Board to place voided provisions into Board Policy, unless it is unlawful to otherwise do so.
- B. The Board and Association reach the above disclaimer agreement since legal questions remain as to the effective date of Act 10 due to the Dane County Circuit Court decision's to void the publication and implementation of 2011 Wisconsin Act 10 as of May 26, 2011. The Board and Association further agree that the above disclaimer is entered into voluntarily by the parties since certain terms of a successor collective bargaining agreement [excluding increases to total base wages] are potentially prohibited subjects of bargaining under 2011 Wisconsin Act 10 for agreements reached on or after its effective date.
- C. This Contract, reached as a result of collective bargaining, represents the full and complete Contract between the parties and supersedes all previous Contracts between the parties. It is agreed that any matters relating to this Contract term, whether or not referred to in this Contract, shall not be open for negotiations after approval of both parties except as the parties may specifically agree thereto. All terms and conditions of employment not covered by this Contract shall continue to be subject to the Board's direction and control.

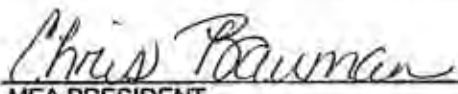
18.3 This Contract shall be binding on the parties who are signatories thereto.

Agreed to this 7th day of June, 2011.

FOR THE BOARD OF EDUCATION


BOARD PRESIDENT

FOR THE MIDDLETON EDUCATION ASSOCIATION


MEA PRESIDENT

Appendix I

2011-2012 School Year Calendar	
Thursday, Sept. 1	First Day of School/First Quarter begins
Monday, Sept. 5	Labor Day - No School
Wednesday, Sept. 21	Collaborative Release Time (CRT) Early Release
Wednesday, Oct. 26	Collaborative Release Time (CRT) Early Release
Thursday, Oct. 27	No School - Teacher Inservice
Friday, Oct. 28	No School - Teacher Conference
Friday, Nov. 4	End of First Quarter
Monday, Nov. 7	Second Quarter begins
Friday, Nov. 11	No School - Parent Teacher Conferences
Wednesday, Nov. 23	Collaborative Release Time (CRT) Early Release
Thursday, Nov. 24	No School - Thanksgiving
Friday, Nov. 25	No School - Day after Thanksgiving
Wednesday, Dec. 21	Last day of school before Winter Break
Winter Break - Thursday, Dec. 22 – Monday, January 2	
Tuesday, Jan. 3	Students Return to School
Monday, Jan. 16	No School - Teacher Inservice (MLK Day)
Friday, Jan. 20	Second Quarter/First Semester Ends
Monday, Jan. 23	No School - Teacher Work Day
Tuesday, Jan. 24	Third Quarter begins
Tuesday, Feb. 14	Collaborative Release Time (CRT) Early Release
Friday, Mar. 23	Last day of School before Spring Break/Third Quarter Ends
Spring Break – Saturday, March 24– Sunday, April 1	
Monday, Apr 2	Students return from Spring Break/Fourth Quarter Begins
Friday, Apr. 6	No School
Tuesday, April 17	Collaborative Release Time (CRT) Early Release
Monday, May 28	No School - Memorial Day
Friday, June 8	Last Day of School

2011-2012 School Calendar

Teaching Days	No. of Days	Holidays	Returning Teachers	No. of Days	New Teachers	No. of Days
First Quarter	44	Labor Day	Class Room Days	182*	Class Room Days	182*
Second Quarter	45	Thanksgiving Day	Staff In-service	2	Staff In-service	5
First Semester	89	Memorial Day	Work Days	3	Work Days	3
			Holidays	(3)	Holidays	(3)
Third Quarter	44					
Fourth Quarter	47					
Second Semester	91					
Total Student Days	180		Total Days	190	Total Days	193

**Includes 3 parent conference days. (See ** below)*

****Regular Education Parent Conferences:** Twenty-two and one-half (22.5) hours of conferences between regular education teachers and parents will be scheduled each school year according to the language in the Master Contract related to conferences. The required twenty-two and one-half (22.5) hours for conferences includes preparation for such meetings.

A returning teacher may choose to participate in a workday during the weeks of August 1-29, 2011 in lieu of the workday scheduled for January 23, 2012. A teacher new to the District may choose to participate in a workday from August 1 through August 29 in lieu of the workday scheduled for January 23, 2012. The teacher must indicate to the building administrator his/her presence in the building at the beginning of the workday.

Teachers are required to participate in the staff inservice program scheduled for August 31, 2011 and January 16, 2012. Teachers may substitute an approved individual inservice plan of 7.5 hours in lieu of the staff inservice scheduled for October 27, 2011. (Seven and one-half [7.5] hours)

Teachers are required to participate in the one-half day (three and three-quarters [3.75] hours) staff inservice program scheduled for January 16, 2012. (Three and three-quarter [3.75] hours)

The building principal, in his/her discretion, may provide the option to the building level teaching staff to move the inservice program scheduled for January 16, 2012 to an alternative non-student contact day. The building level teaching staff may decide by a two-thirds majority vote of the teachers in the building to move the inservice program scheduled for January 16, 2012 to an alternative non-student contact day. Such a determination shall be made by October 15, 2011. Employees who do not attend on the alternative date selected by the building level teaching staff are required to attend an alternative inservice activity provided by the District. The District shall provide to all teachers by electronic mail a schedule of all inservice dates, locations, and topics provided by the District.

Alternative time arrangements for year-end checkout in lieu of the last half workday on the calendar shall be available through consultation with the building administration. Checkout activities must be successfully completed or alternative arrangements made and communicated to the building administrator or designee prior to the last half workday or attendance on that day will be required.

Appendix II

2012-2013 School Year Calendar	
Thursday, Sept. 4	First Day of School/First Quarter begins
Thursday, Oct. 25	No School - Teacher Inservice
Friday, Oct. 26	No School - Teacher Conference
Friday, Nov. 9	End of First Quarter
Monday, Nov. 12	Second Quarter begins
Friday, Nov. 16	No School - Parent Teacher Conferences
Thursday, Nov. 22	No School - Thanksgiving
Friday, Nov. 23	No School - Day after Thanksgiving
Friday, Dec. 21	Last day of school before Winter Break
Winter Break - Saturday, Dec. 22 – Tuesday, January 1	
Wednesday, January 2	Students Return to School
Monday, Jan. 21	No School - Teacher Inservice (MLK Day)
Friday, Jan. 25	Second Quarter/First Semester Ends
Monday, Jan. 28	No School - Teacher Work Day
Tuesday, Jan. 29	Third Quarter begins
Friday, Mar. 22	Last day of School before Spring Break/Third Quarter Ends
Spring Break – Saturday, March 23– Sunday, March 31	
Monday, Apr 1	Students return from Spring Break/Fourth Quarter Begins
Friday, Apr. 5	No School
Monday, April 8	Fourth Quarter Begins
Monday, May 27	No School - Memorial Day
Friday, June 7	Last Day of School

2012-2013 School Calendar

Teaching Days	No. of Days	Holidays	Returning Teachers	No. of Days	New Teachers	No. of Days
First Quarter	47	Labor Day	Class Room Days	182*	Class Room Days	182*
Second Quarter	45	Thanksgiving Day	Staff In-service	2	Staff In-service	5
First Semester	892	Memorial Day	Work Days	3	Work Days	3
			Holidays	(3)	Holidays	(3)
Third Quarter	44					
Fourth Quarter	44					
Second Semester	88					
Total Student Days	180		Total Days	190	Total Days	193

**Includes 3 parent conference days. (See ** below)*

**Regular Education Parent Conferences: Twenty-two and one-half (22.5) hours of conferences between regular education teachers and parents will be scheduled each school year according to the language in the Master Contract related to conferences. The required twenty-two and one-half (22.5) hours for conferences includes preparation for such meetings.

A returning teacher may choose to participate in a workday during the weeks of August 1-28, 2012 in lieu of the workday scheduled for January 21, 2013. A teacher new to the District may choose to participate in a workday from August 1 through August 29 in lieu of the workday scheduled for January 21, 2013. The teacher must indicate to the building administrator his/her presence in the building at the beginning of the workday.

Teachers are required to participate in the staff inservice program scheduled for August 30, 2011 and January 21, 2013. Teachers may substitute an approved individual inservice plan of 7.5 hours in lieu of the staff inservice scheduled for October 25, 2011 (Seven and one-half [7.5] hours)

Teachers are required to participate in the one-half day (three and three-quarters [3.75] hours) staff inservice program scheduled for January 21, 2013. (Three and three-quarter [3.75] hours)

The building principal, in his/her discretion, may provide the option to the building level teaching staff to move the inservice program scheduled for January 21, 2013 to an alternative non-student contact day. The building level teaching staff may decide by a two-thirds majority vote of the teachers in the building to move the inservice program scheduled for January 21, 2013 to an alternative non-student contact day. Such a determination shall be made by October 15, 2012. Employees who do not attend on the alternative date selected by the building level teaching staff are required to attend an alternative inservice activity provided by the District. The District shall provide to all teachers by electronic mail a schedule of all inservice dates, locations, and topics provided by the District.

Alternative time arrangements for year-end checkout in lieu of the last half workday on the calendar shall be available through consultation with the building administration. Checkout activities must be successfully completed or alternative arrangements made and communicated to the building administrator or designee prior to the last half workday or attendance on that day will be required.

Appendix III

2011-2012 Salary Schedule

2011-12 Salary Schedule						
STEP	B RANGE 1 SALARY	B+12 RANGE 2 SALARY	B+24 RANGE 3 SALARY	M or B+36 RANGE 4 SALARY	M+12 or B+48 RANGE 5 SALARY	M+24 RANGE 6 SALARY
1	31842.00	33115.68	34389.36	35663.04	36936.72	38210.40
1.25	32160.42	33434.10	34707.78	36041.96	37315.64	38589.32
1.5	32478.84	33752.52	35026.20	36420.88	37694.56	38968.24
1.75	32797.26	34070.94	35344.62	36796.62	38070.30	39343.98
2	33115.68	34389.36	35663.04	37175.54	38449.22	39722.90
2.25	33434.10	34707.78	35981.46	37554.45	38828.13	40101.81
2.5	33752.52	35026.20	36299.88	37933.37	39207.05	40480.73
2.75	34070.94	35344.62	36618.30	38251.79	39582.79	40856.47
3	34389.36	35663.04	36936.72	38688.03	39961.71	41235.39
3.25	34707.78	35981.46	37255.14	39066.95	40340.63	41614.31
3.5	35026.20	36299.88	37573.56	39445.87	40719.55	41993.23
3.75	35344.62	36618.30	37891.98	39821.61	41095.29	42368.97
4	35663.04	36936.72	38210.40	40200.53	41474.21	42747.89
4.25	35981.46	37255.14	38528.82	40579.44	41853.12	43126.80
4.5	36299.88	37573.56	38847.24	40958.36	42232.04	43505.72
4.75	36618.30	37891.98	39165.66	41334.10	42607.78	43881.46
5	36936.72	38210.40	39484.08	41713.02	42986.70	44260.38
5.25	37255.14	38528.82	39802.50	42091.94	43365.62	44639.30
5.5	37573.56	38847.24	40120.92	42470.86	43744.54	45018.22
5.75	37891.98	39165.66	40439.34	42846.60	44120.28	45393.96
6	38210.40	39484.08	40757.76	43225.52	44499.20	45772.88
6.25	38528.82	39802.50	41076.18	43604.43	44878.11	46151.79
6.5	38847.24	40120.92	41394.60	43983.35	45266.59	46530.71
6.75	39165.66	40439.34	41713.02	44359.09	45632.77	46906.45
7	39484.08	40757.76	42031.44	44738.01	46011.69	47285.37
7.25	39802.50	41076.18	42349.86	45116.93	46390.61	47664.29
7.5	40120.92	41394.60	42668.28	45495.85	46769.53	48043.21
7.75	40439.34	41713.02	42986.70	45871.59	47145.27	48418.95
8	40757.76	42031.44	43305.12	46250.51	47524.19	48797.87
8.25		42349.86	43623.54	46629.42	47903.10	49176.78
8.5		42668.28	43941.96	47008.34	48282.02	49555.70
8.75		42986.70	44260.38	47384.08	48657.76	49931.44
9		43305.12	44578.80	47763.00	49036.68	50310.36
9.25		43623.54	44897.22	48141.92	49415.60	50689.28
9.5		43941.96	45215.64	48520.84	49794.52	51068.20

9.75		44260.38	45534.06	48896.58	50170.26	51443.94
10		44578.80	45852.48	49275.50	50549.18	51822.86
10.25			46170.90	49654.41	50928.09	52201.77
10.5			46489.32	50033.33	51307.01	52580.69
10.75			46807.74	50409.07	51682.75	52956.43
11			47126.16	50787.99	52061.67	53335.35
11.25			47444.58	51166.91	52440.59	53714.27
11.5			47763.00	51545.83	52819.51	54093.19
11.75			48081.42	51921.57	53195.25	54468.93
12			48399.84	52300.49	53574.17	54847.85
12.25			48718.26	52679.40	53953.08	55226.76
12.5			49036.68	53058.32	54332.00	55605.68
12.75			49355.10	53434.06	54707.74	55981.42
13			49673.52	53812.98	55086.66	56360.34
13.25			49991.94	54191.90	55465.58	56739.26
13.5			50310.36	54570.82	55844.50	57118.18
13.75			50628.78	54946.56	56220.24	57493.92
14			50947.20	55325.48	56599.16	57872.84
14.25				55704.39	56978.07	58251.75
14.5				56083.31	57356.99	58630.67
14.75				56459.05	57732.73	59006.41
15				56837.97	58111.65	59385.33
15.25				57216.89	58490.57	59764.25
15.5				57595.81	58869.49	60143.17
15.75				57971.55	59245.23	60518.91
16				58350.47	59624.15	60897.83
16.25					60003.06	61276.74
16.5					60381.98	61655.66
16.75					60757.72	62031.40
17					61136.64	62410.32
17.25					61515.56	62789.24
17.5					61894.48	63168.16
17.75					62270.22	63543.90
18					62649.14	63922.82
18.25					63028.05	64301.73
18.5					63406.97	64680.65
18.75					63782.71	65056.39
19					64161.63	65435.31
19.25					64511.89	65811.05
19.5					64913.10	66186.78
19.75					65276.10	66562.52
20					65674.13	66947.81
20.25					66049.86	67323.54
20.5					66425.60	67699.28
20.75					66801.33	68075.01

21					67186.62	68460.30
22					68699.12	69972.80
23					70211.61	71485.29
24					71724.11	72997.79
25					73236.60	74510.28
26					74749.10	76022.78
27					76261.59	77535.27

Appendix IV

ADDITIVE SCHEDULE July 1, 2011-June 30, 2012

- 1.) The Board has the right to determine what additives, if any, will be offered to staff each year. It is also understood that additive positions may be added, deleted or compensation for a particular additive altered on the basis of the need to address student interest and need, or lack thereof. These changes will be accomplished through a collaborative review and approval process agreed upon by the District and the MEA. This review and consideration process may be accomplished through the Labor Management Cooperative or another collaborative process.
- 2.) Additive employment is voluntary, except as provided herein.
- 3.) Additive employment shall be offered on a continuing contract basis on a written contract separate from a teacher's individual employment contract.
- 4.) Additive Base Salary**
 - a.) For the school year 2011-12, additives shall be calculated based on \$31,842.
 - b.) For the school year 2012-13, additives shall be calculated based on Range 1, Step 1 of the 2012-13 salary schedule.
- 5.) Yearly additives that begin in the first semester
 - a.) Any teacher who wishes to resign from an additive for the ensuing school year shall notify the administration in writing of his/her desire to be relieved of the assignment on or before May 1. In the event the teacher provides such notice, the District shall make every effort to find a suitable replacement. In the event such efforts do not produce a replacement, the District shall continue its efforts; but, the teacher may be required to continue in the assignment for up to one (1) more year.
 - b.) The District shall inform a teacher on or before June 1, if the District does not intend to offer that teacher, for any reason(s), a particular additive assignment.
- 6.) Additives that begin in the second semester
 - a.) Any teacher who wishes to resign from an additive for the ensuing semester shall notify the administration in writing of his/her desire to be relieved of the assignment on or before November 30. In the event the teacher provides such notice the District shall make every effort to find a suitable replacement. In the event such efforts do not produce a replacement, the District shall continue its efforts; but, the teacher may be required to continue in the assignment for up to one (1) more year.
 - b.) The District shall inform a teacher on or before December 1, if the District does not intend to offer that teacher, for any reason(s), a particular assignment.
- 7.) Mileage shall not be paid for traveling from teaching assignments to and from additive assignments.
- 8.) More than one (1) person may receive a particular additive or share an additive with the agreement of all the affected employees and the District.
- 9.) Experience Factor
 - a.) One-half of one percent (0.5%) increase will be awarded after the third year.
 - b.) One-half of one percent (0.5%) increase will be awarded after the seventh year.
 - c.) One-half of one percent (0.5%) increase will be awarded after the tenth year.

The above increases will include all years experience in Middleton-Cross Plains School District. Experience gained in other school districts will not be applicable to this factor.

Experience factor will be considered only in the same additive including assistant, freshman, etc.

- 10.) The last paycheck received for a particular additive is subject to a hold back of one hundred dollars (\$100.00) if the teacher has not completed year end duties required for the position prior to the final payment for the additive. The withheld one hundred dollars (\$100.00) shall be released to the teacher upon completion of and turning in the required form.

High School Interscholastic

	Percentage of Additive Base Salary	Index Factor
Baseball, Head	12.71%	7.7
Assistant	9.57%	5.8
Freshman	7.92%	4.8
Basketball, Head	16.5%	10.0
Assistant	12.71%	7.7
Freshman	10.56%	6.4
Cross Country, Head	10.56%	6.4
Assistant	7.92%	4.8
Freshman	4.4%	2.6
Football, Head	17.5%	10.0
Assistant	13.71%	7.7
Freshman	10.56%	6.4
Golf, Head	10.56%	6.4
Assistant	7.92%	4.8
Freshman	4.4%	2.6
Gymnastics, Head	14.0%	8.5
Assistant	10.56%	6.4
Freshman	8.8%	5.3
Hockey, Head	16.5%	10.0
Assistant	10.56%	6.4
Ski/Snowboard, Head	10.56%	6.4
Assistant	7.92%	4.8
Soccer, Head	12.71%	7.7
Assistant	9.57%	5.8
Freshman	7.92%	4.8
Softball, Head	12.71%	7.7
Assistant	9.57%	5.8
Freshman	7.92%	4.8
Swim, Head	14.0%	8.5
Assistant	10.56%	6.4
Tennis, Head	10.56%	6.4
Assistant	7.92%	4.8
Freshman	4.4%	2.6
Track, Head	12.71%	7.7
Assistant	9.57%	5.8
Freshman	7.92%	4.8
Volleyball, Head	12.71%	7.7
Assistant	9.57%	5.8
Freshman	7.92%	4.8
Wrestling, Head	16.5%	10.0
Assistant	12.71%	7.7
Freshman	10.56%	6.4

HIGH SCHOOL ACTIVITIES/FINE ARTS

	Percentage of Additive Base Salary	Index Factor
Academic Decathlon	11.06%	6.7
Annual Advisor	11.55%	7.0
Assistant	4.95%	3.0
Band Director	16.01%	9.7
Chamber Singers Director	8.25%	5.0
Cheerleading Advisor	11.06%	6.7
Assistant	7.08%	4.3
Choral Director	8.75%	5.3
Choreographer	8.25%	5.0
Class Advisor (FR/SP)	2.81%	1.7
(JR/SR)	4.95%	3.0
Club Heads	4.45%	3.0
Debate, Head	10.40%	6.3
Assistant	6.60%	4.0
Department Coordinator	11.55%	7.0
Equipment Supervisor	11.06%	6.7
Forensics, Head	10.04%	6.3
Assistant	6.60%	4.0
Intramural Director	8.25%	5.0
K-12 Chairperson	11.55%	7.0
Lunch Supervision	11.00%	4.0
Madrigal Drama	4.95%	3.0
Madrigal Music	4.95%	3.0
Marching Band Asst. Director	6.60%	4.0
Musical Director	14.85%	9.0
Musical Drama Director	10.40%	6.3
Musical Setting Director	6.60%	4.0
Musical Technical Director	7.75%	4.7
Newspaper Advisor (with a class)	2.14%	1.3
Newspaper Advisor (without a class)	10.45%	6.3
One Act Plays	4.95%	3.0
Pom Pon Advisor	11.06%	6.7
Assistant	6.60%	4.0
School Council Advisor	10.40%	6.3
School Plays Director	10.40%	6.3
String Music Director	8.25%	5.0
Theatre Director	8.25%	5.0

All other additives-fifteen dollars (\$15.00) per event with thirty dollars (\$30.00) maximum (e.g. timing, scoring, etc.)

Chaperoning and Supervising-twelve dollars (\$12.00) per hour with thirty-six dollars (\$36.00) maximum.

Intramural- Boys and Girls-eight dollars (\$8.00) per hour on weekends, Minimum wage per hour on weekdays.

MIDDLE SCHOOL INTERSCHOLASTIC/INTRAMURALS

	Percentage of Additive Base Salary	Index Factor
Basketball, Head	8.58%	5.2
Assistant	7.26%	4.4
Co-Ed, Head	3.30%	2.0
Assistant	2.14%	1.3
Cross Country, Head	6.60%	4.0
Assistant	4.46%	2.7
Gymnastics	4.95%	3.0
Intramural BB/Wrestling	4.46%	2.7
Assistant	3.30%	2.0
Intramural Volleyball, Head	4.46%	2.7
Assistant	3.30%	2.0
Track & Field, Head	7.10%	4.3
Assistant	5.45%	2.7
Volleyball, Head	8.58%	5.2
Assistant	7.26%	4.4
Wrestling, Head	8.58%	5.2
Assistant	7.26%	4.4

All other additives-fifteen dollars (\$15.00) per event with thirty dollars (\$30.00) maximum (e.g. timing, scoring, etc.)

Chaperoning and Supervising-twelve dollars (\$12.00) per hour with thirty-six dollars (\$36.00) maximum.

Intramural-Boys and Girls-eight dollars (\$8.00) per hour on weekends, Minimum wage per hour on weekdays.

MIDDLE SCHOOL ACTIVITIES/FINE ARTS

	Percentage of Additive Base Salary	Index Factor
Band Director	7.10%	4.3
Cheerleading, Head	6.60%	4.0
Assistant	5.45%	3.3
Choral Director	7.10%	4.3
Club Heads	2.81%	1.7
Department Coordinator	6.60%	4.0
Drama Director	3.79%	2.3
Forensics, Head	4.46%	2.7
Assistant	2.81%	1.7
Gifted & Talented	7.10%	4.3
Lunch Supervision	6.60%	4.0
Music Theater Director	6.60%	4.0
Music Theater Assistant Director	3.79%	2.3
Music Theater Assistant (2)	3.30%	2.0
Music and Drama Set Head	6.60%	4.0
Music and Drama Set Assistant	3.30%	2.0
Newspaper	4.95%	3.0
Noon Detention	6.60%	4.0
School Council Head	6.60%	4.0
School Council Assistant	5.45%	3.3
String Music Director	7.10%	4.3
Swing Choir	2.81%	1.7
Yearbook Advisor	5.45%	3.3

If either Middle School hires two Music Theatre Directors, only one Music Theater Assistant shall be hired at that school.

ELEMENTARY SCHOOL

	Percentage of Additive Base Salary	Index Factor
Building Coordinator	6.6%	4.0
Lunch Supervision	6.6%	4.0
Unit Coordinator	6.6%	4.0
Clubs, SEARCH, Intramurals	*1% per 10 hours	

OTHER

Chaperoning and Supervising-twelve dollars (\$12.00) per hour with thirty-six dollars (\$36.00) maximum.

Other Assignments

Teachers employed for pre-approved curriculum work or other similar assignment including meetings shall be compensated at a flat rate of fifteen dollars (\$15.00) per hour.

A teacher require to travel between schools due to contract assignment or for the conduct of District approved business shall be reimbursed at the same rate per mile as the IRS Established Rate.

Teachers performing work with Homework Help Programs, as defined by the Building Principal shall be paid at a rate of \$28.00 per hour.

**MIDDLETON EDUCATION ASSOCIATION
MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT**

APPENDIX V

DENTAL COVERAGES FOR EMPLOYEE AND DEPENDENT

Benefit Provision	Subject to Deductible	Payable at
DIAGNOSTIC & PREVENTATIVE		
[A through D are limited to 2 per Benefit Period]		
A. Routine Examinations	NO	100%
B. Bitewing X Rays	NO	100%
C. Profilaxis	NO	100%
D. Flouride Applications	NO	100%
E. Sealants	NO	100%
BASIC		
A. Full Series X Ray	NO	80%
B. Anesthesia	NO	80%
C. Teeth Extractions	NO	80%
D. Oral Surgery	NO	80%
E. Fillings	NO	80%
F. Stainless Steel Crowns	NO	80%
G. Space Maintainers	NO	80%
H. Root Canal Therapy	NO	80%
I. Peridontal Treatments	NO	80%
J. Denture Repair	NO	80%
K. Consultations	NO	80%
L. Occlusal Adjustments (\$100 lifetime max)	NO	100%
M. Emergency Care	NO	80%
OPTIONAL BENEFITS		
I. Onlays, Porcelain Crowns, and Cast Crowns	NO	50%
II. Bridgework and Dentures	NO	50%
AMENDMENTS		
Orthodontia to Age 25, Self and Spouse Covered	NO	50%

LIMITS

1. Benefits paid will not exceed reasonable and customary charge.
2. \$1,000 maximum benefit per person per group contract year for all procedures except orthodontics.
3. \$1,500 lifetime maximum for orthodontics
4. Deductibles and maximum amounts apply to dental group contract year.

EXCLUSIONS

1. Treatments in a government hospital.
2. Injury or sickness incurred on account of war, declared or undeclared.
3. Cosmetic purposes.
4. Dentures unless the patient was covered for one full year under this plan and has not had a previous denture related claim for the last five years under this plan.
5. For dentures that were lost or stolen.
6. Services that are covered under another group policy
7. Charges for the completion of claim forms.
8. Dependents unless under age 25, unmarried, principally supported by the participant and not in the military service of any country.

**MIDDLETON EDUCATION ASSOCIATION
MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT**

APPENDIX VI

REASSIGNMENT AND TRANSFER

All vacancies must be posted in the manner stated below.

Grade Level Classification (Master Seniority List) refers to either: [Pre K-5] or [6-12]

(1)

Reassignment is within a building and within:

a.) Grade Level Classification/Department OR

b.) Grade Level Classification/Subject Area

Will be posted within the building only

a.) **Voluntary** Teacher with most "District Seniority" given the position

b.) **Involuntary**
Pre K-5: Teacher with least "Grade Level Classification" at particular grade is reassigned.

Secondary: Teacher is transferred who has the least seniority in:

- 1.) Grade Level Classification/Department OR
- 2.) Grade Level Classification/Subject Area

(2)

Transfer is

a.) out of a building; OR

b.) to a different Grade Level Classification/Department;

c.) to a different Grade Level Classification/Subject Area

Will be posted District Wide

a.) **Voluntary** Teacher with most "District Seniority" given the position

b.) **Involuntary**
Pre K-5: Teacher with least "Building Seniority" is transferred

Secondary: Teacher is transferred who has the least seniority in:

- 1.) Grade Level Classification/Department OR
- 2.) Grade Level Classification/Subject Area

(3)

Layoff

(loss of a job)

Teacher with the least "District Seniority" is laid off. This is the only situation in which a teacher can take a position that isn't vacant (bumping.)

District Seniority

Total years of continuous service in the District

Building Seniority

Total years of continuous service in a particular building [Pre K-5]

Grade Level Classification/Department Or Grade Level Classification/Subject Area Seniority

Total years of continuous service in a particular Grade Level Classification/Department OR Grade Level Classification/Subject Area.

* Approved Leave of Absence does not constitute a break in seniority.

** While on an Approved Leave of Absence, a teacher shall not accrue seniority.

*** Part-time teachers shall accrue seniority base upon his/her percentage of a full-time contract.

See also: Article 5.9 Filling vacancies-Page 11

**MIDDLETON EDUCATION ASSOCIATION
MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT**

NEW TEACHER INDUCTION AND MENTORING

APPENDIX VII

I. Mentors:

A. (Year 1)

1. Mentors will be required to attend The Mentoring Year Class of two (2)-two and one half (2.5) hours each month. The schedule of dates and times for the training program will be established no later than the conclusion of the September meeting.
 - a. Mentors can earn two (2) graduate credits from a college or university approved by the District and satisfy their seven and one half (7.5) hours of staff development requirement; OR
 - b. Mentors can be paid at fifteen dollars (\$15.00) per hour (30 hours x \$15/hour= \$450) and satisfy the seven and one-half (7.5) hours of staff development requirement.
 - c. Mentors may earn one (1) additional graduate credit or an additional two hundred and twenty-five dollars (\$225) paid at fifteen dollars (\$15.00) per hour if they would like to put in an additional fifteen (15) hours towards the induction program. Additional hours may be used for facilitating new teacher support sessions, being a presenter during new teacher support or induction training sessions, or doing research/collecting resources to support the induction program.
2. A total of five (5) release days will be available to be shared between the mentor and mentee to observe each other in classrooms.
3. Chosen mentors who are already on the District's trained mentor list can choose to receive a compensation day or retake the mentor class for pay according to I.A.1.b above.

B. (Year 2)

1. Mentors would participate in five (5) shared release days as defined in I.A.2 with the second year mentee to observe each other in classrooms.
2. Mentors will receive one (1) compensatory day.

II. New Teachers

A. Definitions

1. A new teacher is defined as a teacher with less than five (5) years of teaching experience or someone with an Initial Educator License from the Department of Public Instruction (DPI). All new teachers are required to have a Mentor and undergo the training described in this Appendix.
2. Teachers new to the district but not meeting the definition of new teacher according to II.A.1. shall not be required to participate in the Mentoring Year Class as defined I this Appendix. Such teachers will have the option of working with an Orientation Colleague or participating in the Mentoring Year Class with a mentor. If such teachers choose to work with an Orientation Colleague, the Orientation Colleague shall be chosen from the teacher's building, within their seniority classification. If no one within the seniority classification volunteers, then the next most senior teacher within the building may be selected. Orientation Colleagues will receive one compensatory day.

B. (Year 1)

1. All teachers new to the district will attend the two-day Induction program in August.
2. New Teachers will be required to attend the Mentoring Year Class of two (2)-two and one half (2.5) hours each month (22 class hours). Additional quarterly meetings (up to a total of eight (8) hours) will be used for new teacher support/resource sessions. The thirty (30) hours will earn two (2) graduate credits from a college or university approve by the District. This will also meet the seven and one half (7.5) hour staff development requirement.
3. Participate in five (5) release days as defined in I.A.2 with their mentor.

C. (Year 2)

1. Participate in five (5) release days as defined in I.A.2 with their mentor.
2. Attend four (4) quarterly support meetings not to exceed a cumulative total of seven and one half (7.5) hours which will also satisfy the staff development requirement.

III. Overview of Induction Training Program (2—2.5 hours/month)

A. The course will cover such topics as:

1. Overview of Program and Reflections
2. Policies /Procedures/Academic Standards/Resources
3. Professional Practice: Wisconsin Teaching Standards
4. Classroom Environment
5. Student Assessment
6. Content Standards and Curriculum
7. Instructional Methods/Best Practices
8. Goal Setting
9. Writing a Professional Development Plan (PI-34)

IV. New Teacher Support Sessions Overview

A. Quarterly meetings up to a total of eight (8) hours will be part of two (2) graduate credit requirement. These sessions will be designed to provide emotional and academic support to first year teachers in the Middleton-Cross Plains Area School District. They are not intended to “add work,” but rather to reduce stress, answer questions and provide needed resources to new teachers. The agenda will be driven by the needs of the teachers.

B. Topics may include such items as:

1. Preparation for parent-teacher conferences
2. Special education questions
3. Teaching Everyday Mathematics
4. General sharing of experiences
5. Answering any questions
6. Employee assistance program topics

C. Demonstration Classrooms

1. Volunteer veteran teachers at different grade levels shall be in their classrooms during a “demonstration classroom” opportunity for the new staff members as part of the induction program.
2. The demonstration classroom shall not exceed two (2) hours.
3. The veteran teacher shall explain to the new staff members the layout and planning of the classroom, answer any questions the new staff may have and discuss other ideas for room arrangement and planning that they have experienced. Some time may be spent talking about the first days of school and how the veteran teacher plans that day’s activities to introduce the student to the year in their new classroom. Sample lessons could be a part of the demonstration classroom process.
4. A one (1) hour meeting will be held for the veteran volunteer teachers to outline the expectations for the demonstration classroom and to answer questions they may have.
5. Volunteer teachers will be compensated for three (3) hours at fifteen dollars (\$15.00) per hour. When there are more volunteers than needed, mentors will be given preference, by seniority, if necessary, and then seniority will be used to select the remaining teachers that will participate.
6. No additional compensation will be offered for the new staff members as the demonstration classroom will be part of their induction days already paid.

D. Process Notes

1. No mentor will participate in the evaluation of their mentee. No mentee will participate in the evaluation of their mentor. No administrator shall request performance information as to either mentee or mentor as it relates to the mentor/mentee program.
2. Mentors will be chosen annually by the Building Principal

2. Mentors will be chosen annually by the Building Principal

a. Once a mentor has been trained, they will not be required to go through the training in future years in order to serve as a mentor.

3. A mentor shall not have more than one mentee.


V. Mid-Year Changes in Mentor/Mentee assignments

A. If either the mentor or the mentee request that they be allowed to terminate the relationship, it shall be terminated. A new mentor from the trained mentor list shall be assigned to the mentee according to IV.D.2 and both mentors shall be compensated at the appropriate pro-rated level.

B. In the event of a probationary non-renewal of a mentee, both the mentor and the mentee will be given the opportunity to complete the course requirements. Arrangements will be made by the instructors to eliminate the interaction and relationship required for the two staff members affected. If the mentor chooses to no longer participate in the program/class, he/she shall be given the opportunity to drop the credits or receive the prorated portion of the payments due. If the mentee chooses to no longer participate in the program/class, he/she shall be given the opportunity to drop the credits.

FOR THE MEA:

FOR THE DISTRICT:


Chris Bauman, President _____ Date 10/7/11


Donald Johnson, Superintendent _____ Date 10-7-11

**Special Education Stipend Payments
Appendix VIII**

Position	Level	High Variable	Stipend	Medium Variable	Stipend	Low Variable	Stipend
Caseload by Caseload Weighting							
CC	EL	20 to 26	\$450.00	15 to 19	\$350.00	14 or below	\$150.00
CC	MS	20 to 26	\$450.00	15 to 19	\$350.00	14 or below	\$150.00
CC	HS	20 to 26	\$450.00	15 to 19	\$350.00	14 or below	\$150.00
SL	EL	25 to 30	\$450.00	20-25	\$350.00	19 or below	\$150.00

Caseload by Total Number of Students							
OT/PT/AT	District	25 to 30	\$350.00	11 to 24	\$200.00	10 or less	\$100.00
SDPE	District	25 to 30	\$350.00	11 to 24	\$200.00	10 or less	\$100.00
CC	EC	15 or more	\$450.00	10 to 14	\$350.00	9 or less	\$150.00
HI/VI	District	11 or more	\$450.00	8 to 10	\$350.00	7 or less	\$150.00
SL	EC	15 or more	\$450.00	10 to 14	\$350.00	9 or less	\$150.00
SL	MS	25 or more	\$450.00	16 to 24	\$350.00	15 or less	\$150.00
SL	HS	25 or more	\$450.00	16 to 24	\$350.00	15 or less	\$150.00

FOR THE MEA:

FOR THE DISTRICT:

Chris Bauman _____ 6/7/11
Chris Bauman, President Date

Donald Johnson _____ 6-7-11
Donald Johnson, Superintendent Date

**SIDE LETTER
CRT**

CRT will be held on eight (8) school days each year.

Dates for 2011- 2012 are as follows:

Date	Day of the Week	Block Schedule	Focus	Length
September 21, 2011	Wednesday	EPAS	Administrative	3 hours 20 minutes
October 26, 2011	Wednesday	WKCE	Teacher	3 hours
November 23, 2011	Wednesday	A	Administrative	3 hours 20 minutes
February 14, 2012	Tuesday	B	Teacher	3 hours
April 17, 2012	Tuesday	C	Administrative	3 hours 20 minutes

Dates for 2012-2013 will be determined following discussion at the Labor Management Cooperative. Dates, formats of CRTs and the length of time for each CRT for the 2012-13 school year will approximate those of the 2011-12 school year as determined by the members of the Labor Management Cooperative.


CRT will be held on an "early release" basis.

It is agreed that if inclement weather causes any school to be out of compliance with DPI requirements for the number of minutes then the parties will mutually agree to cancel CRT times district-wide beginning with the times that are latest in the school year.

This agreement supplements the provisions of Section 5.5.3.7 of the Master Agreement.

FOR THE MEA:

FOR THE DISTRICT


Chris Bauman, President 6/7/11
Date


Donald Johnson, Superintendent 6-7-11
Date

**MIDDLETON EDUCATION ASSOCIATION
MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT**

**SIDE LETTER
MIDDLETON HIGHSCHOOL ADVISORY PROGRAM**

The undersigned, on behalf of their respective principals, hereby agree as follows with regard to the Middleton High School Advisory Program:


1. All of the following provisions shall apply to the Advisory Program:
 - a. Participation in the Advisory Program shall be voluntary for faculty.
 - b. Selection for Advisor positions shall be based upon the following criteria:
 - i. The qualifications for the Advisor position shall be set forth in the Advisor job description and all applicants shall implement the components of the advisory program set forth herein.
 - ii. Advisors shall be required to complete advisory training. New and returning advisors who were not advisors in the preceding school year, will commit to attending a training session. The target training time will be four (4) hours outside of the contract hours; however, such time shall qualify as staff development hours OR shall be reimbursed at curriculum rate.
 - iii. Current faculty filling the role of advisor will be given first preference to fill the available advisor positions each year.
 - iv. Selection of additional advisors who did not serve in the preceding school year, shall be first passed upon previous experience as an advisor, with more senior advisors given preference, e.g., a candidate with four (4) years of advisory experience would be selected before a person with three (3) years or less.
 - v. In hiring new advisors, building seniority as a bargaining unit member shall be the determining factor if there are more volunteers than positions available. If the number of advisors needs to be reduced, the reduction shall be implemented by offering the available positions to the advisors with the most experience/seniority as advisors in the Middleton High School Advisory Program.
 - c. Compensation for an Advisory position shall be a tiered salary based upon the advisor's longevity/years in the advisory program since its inception. The total number of contract hours within the program will be 51 as more fully described below.

<u>Longevity in Program</u>	<u>Salary</u>
0-3 years	\$3111
4-7 years	\$3290
8-10 years	\$3455

- d. Composition of Advisory Groups: The composition of any one or more Advisory group shall be determined by the building principal in consultation with all teachers participating in the Advisory Program. The District shall determine the number of advisory groups each containing approximately eighteen (18) students per group.
- e. Advisor Duties:
 - i. Summer Conferences: Advisors will schedule and hold approximately a thirty (30) minute face-to-face conference with each student/family within two weeks prior to the scheduled date of Freshman Orientation. For the purpose of scheduling summer conferences, advisors will prepare and submit a schedule of thirty (30) minute slots, one slot for each student in the advisor's group, by Friday, of the end of the second week of May. For parents who do not self-schedule, advisors will assign and communicate date and time of conference prior to the end of the school year. One to two weeks prior to scheduled conferences, Advisors will confirm time and date, with each family via phone or email. A communication log will document each contact and conference. At least two attempts will be made to get verbal or email confirmation from the parent. Parents who are unable to meet face-to-face with the Advisor will have the option of a phone conference. For families who move into the district after the start of school, advisors will hold a phone conference within two weeks of their arrival (9 hours)
 - ii. Orientation: Advisors will participate in a three (93) hour freshman orientation program during the third week of August. (3 hours)
 - iii. Classroom: Advisors will plan and teach 45 advisory group sessions during Quarters 1-3, each 40 minutes in length. The Advisory Coordinator will provide a master check list of lessons and activities for each unit of the program. Advisors will document curriculum and activities used on curriculum checklist and note any substitutions made. (30 hours)

- iv. Personal Learning Portfolio: Advisors will implement the advisory curriculum that produces key documents for each student's Personal Learning Portfolio which includes: collection of classroom work, goal setting and attainment log, analysis of individual learning style and study skill development, career inventories and test scores, progress/grade reports, a four-year academic and co-curricular plan, self-advocacy tools/log, and reflections. The Advisor will document completion of the portfolio. (on-going in classroom)
 - v. Registration/Academic Family Conferences: Advisor will hold twenty (20) minute individual conferences with six (6) students/parents to discuss course selection and overall academic progress. These conferences will be scheduled with parents the first two weeks in January before or after school hours. A copy of the conference schedule will be provided to the principal upon request. (2 hours)
 - vi. Advisory Meetings: Teachers participating in the Advisory Program are required to meet with each other under the direction of the Advisory Coordinator for purposes of discussing Advisory Program curriculum. Regular meetings shall be scheduled. (7hours)
2. When vacant, the Advisory Program Coordinator position shall be posted in the manner set forth in the Master Contract and shall be filled by the principal. The applicant whose skill, talents, and experience best align with the duties outlined in the job description will be selected. In the event a teacher bargaining unit member applicant is selected for the position, that person shall remain in the teacher collective bargaining unit, shall continue to accrue and retain his/her District seniority and shall have the right to return to the original FTE in his/her department if vacating the Advisory Program Coordinator position. The Advisory Coordinator will receive 0.2 FTE release time and the equivalent of 0.1 FTE in overload pay as compensation for his/her work.
 3. Evaluation of the Advisory Program as a whole will be made in consultation with the MEA President and the individual teachers participating in the Advisory program. The Advisory Coordinator, in consultation with the principal, will use informal and formal assessment tools to conduct program evaluation on an annual basis. Such program evaluations created y the advisory coordinator shall not include performance evaluations of the individual advisor(s).
 4. The principal or management designee will conduct evaluations for the individual teachers participating in the Advisory program. This evaluation shall be separate and distinct from any evaluations of teachers for performance under their individual teacher contracts.
 5. Teachers participating in the Advisory Program will perform their school service requirement in addition to advisor duties.
 6. This agreement is coextensive with the master agreement.
 7. Any grievance arising in relation to this Side letter shall be resolved under the terms of grievance procedure under the Master Contract between the parties.

FOR THE MEA:


 Chris Bauman, President _____
 Date 6/7/11

FOR THE DISTRICT


 Donald Johnson, Superintendent _____
 Date 6-7-11

**MIDDLETON EDUCATION ASSOCIATION
MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT**

**SIDE LETTER
HIGHSCHOOL SERVICE GUIDELINES**

I. Introduction

School Service is defined as direct contact opportunities between teachers and students or indirect school service options as provided herein but are performed outside the teacher's assigned teaching (class) schedule. The Collective Bargaining Agreement provides for a daily teacher schedule to include up to 200 minutes of school service per 4-day rotation of the ABCD schedule.

II. Assignment Options

Direct student services options include:

Provide content specific support in a resource area (CLC or specializes/lab space). Up to ten (10) students can be assigned for content area support and up to (10) students can drop in for content area resource support for a total of twenty (20) students.

Provide intervention support every 6th day of the schedule rotation for 9th grade students. The intervention time period is forty (40) minutes in length, but will count as sixty (60) minutes (or 40 minutes per 4-day rotation). The maximum number of students would be 8-10. Duties of the intervention coach will include such things as:

- Contacting parents/guardians of students who are not attending;
- Checking students assignment notebooks;
- Assisting students in learning organizational techniques and work completion habits;
- Providing academic support;
- Using Infinite Campus to determine if students have missing work in classes; and
- Reinforcing or implementing individual support plans created by case managers, destination teachers, or student services staff.

Hall Duty: A teacher may fulfill up to 30 minutes of School Service per 4 day (A,B,C,D) rotation, in 15 minute increments, by patrolling the hallways for the first 15 minutes of their prep period or school service period. The number of patrols needed per period shall be decided by administration. This school service option is strictly voluntary. If there are more volunteers than is needed for a particular hour, teachers with the most district seniority shall be selected. Specific patrol zone assignments shall be determined by administration. Policies and procedures for Hall Duty shall be developed by administration in consultation with MEA Building Reps., and those teachers performing Hall Duty.

Indirect school service options may comprise up to 20% (40 minutes) of the total school service time per 4-day rotation. The indirect options include:

- Writing recommendation letters for students (performed during the fall semester only);
- Serving on MHS Senate;
- Serving as Field Trip Coordinator;
- Holding regularly scheduled small group (up to fifteen [15] students) instruction/review sessions;
- Independent study (for credit) regularly scheduled with a student.

III. Scheduling

All teachers will serve 95-minutes of the total 200 minutes of school service during the all-school resource period held during the first block of every D day on the schedule. The remaining 105 minutes of school service will be distributed over a teacher's open periods during the 4-day rotation.

Teachers who wish to serve as an intervention coach for struggling 9th grade students will submit their names to the principal/designee for consideration. 9th grade intervention time will be scheduled opposite PE on every 6th day of the ABCD rotation. Some staff members may not have an open period when PE is scheduled and would not be eligible for this option. Staff members who have experience with Intervention Study Hall or supporting at-risk learners will be given preference if more people apply than the number of positions open that semester (approx number of sections=10). The selection of teachers to serve as an intervention coach will be completed prior to teachers selecting hours to serve in the content area resource space (see IIIC).

Teachers will work in collaboration with their department peers to distribute their school service time to fully staff the content area resource space. No two teachers shall provide the same school service at the same location at the same time on a daily basis during the period. Department coordinators will submit the overall supervision schedules for the department resource area. Where two teachers select the same service for the same period and only one selection is permitted, the teacher with the most district seniority shall be entitled to the choice. Any schedule disputes that cannot be resolved at the department level will be resolved by the principal/designee. In addition, each teacher's final school service

schedule will be submitted in writing to the High School Principal fifteen (15) school days prior to the end of the previous semester unless otherwise directed.

IV. Alternative Options

Emerging student needs may require new options for "direct/indirect" contact for high school service work. Staff may forward new options that may be considered by the Building Administrator and MEA representatives from the high school. Administration will coordinate the overall supervision schedule.

V. Terms of Agreement

This side letter shall terminate June 30, 2013. Upon its expiration shall not be treated as the status quo for bargaining purposes.

The District and Association agree that this side letter shall be non-precedential and shall not be cited as precedence by either the District or the Association in any interest arbitration proceedings or in any other disputes between the parties between the parties except for the purpose of enforcing the terms of this side letter, which shall be subjected to the grievance procedure. The District and Association also agree that this side letter agreement will not be considered as an existing fringe benefit under Sec. 111.70(1)(nc), Wis. Stats.

FOR THE MEA:

FOR THE DISTRICT

Chris Bauman 6/7/11
Chris Bauman, President Date

Donald Johnson 6-7-11
Donald Johnson, Superintendent Date

SIDE LETTER AGREEMENT

**between the
MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT
and the
MIDDLETON EDUCATION ASSOCIATION**

RE: VOLUNTARY HEALTH RISK ASSESSMENT

The Middleton-Cross Plains Area School District Board (hereinafter referred to as the "Board" or "District") and the Middleton Education Association (hereinafter referred to as the "Association") have reached the following side letter agreement (hereinafter referred to as the "Agreement") regarding the implementation of a voluntary health risk assessment.

1. The District and Association agree to the following contract language on the implementation of a voluntary health risk assessment for the 2011-2012 contract year.
 - 7.2.1.4 Voluntary Health Risk Assessment for Employees on the District's Health Insurance
 - a. At the time of the execution of this agreement the health risk assessment consists of the following:
 1. A screening process that includes blood pressure checks, waist girth, vascular screening, fitness profile, and complete lipid panel. This panel requires a twelve (12) hour fast and is done through the finger-stick method. The results include glucose, triglycerides, HDL and LDL levels and your ratio. In addition, the employee receives a computerized personal wellness profile to provide a comprehensive heart health assessment. The parties agree that the requirements delineated above may be modified by the mutual agreement of the parties.
 2. A Health Survey Assessment that shall be the standard document used by the health insurance provider's respective vendor(s).
 - b. The cost of the health risk assessment will be covered for any employees who are enrolled in the District's health insurance program. If the employee's spouse is not employed by the District, the provision this benefit to the employee's spouse is contingent upon the health insurance provider(s) providing such a service option for the District and the District electing to implement such an option. The parties agree that the health risk assessment for the employee may be administered regardless of whether the benefit is offered to the employee's spouse.
 - c. For 2011-2012, the eligible employee shall have to elect, on or before March 15, 2012, whether or not to participate in the Health Risk Assessment. The selection should be made in writing on the District provided form that will be mailed to each individual employee. The health risk assessment for the 2011-2012 contract year shall be established by mutual agreement of the District and MEA. Employees who participate in the health risk assessment and the health survey assessment shall receive a cash stipend of twenty-five dollars (\$25,000 for each year of verified participation in the above assessment. The cash stipend shall be distributed as a one-time payment on the June 30th payroll period. Employees who have a medical condition that prohibits them from participating in any or all of the above defined health risk assessment screenings as set forth in (a) above, will still be eligible to receive the above cash stipend by voluntarily participating in the portions of the health risk assessment that are not prohibited by the employee's medical condition.
 - d. The District will be responsible for contacting a health provider and arranging the health risk assessment for the employees. The District will offer the assessment on-site at the District at times and dates convenient for the employees. An employee may schedule an appointment for the health risk assessment off-site directly with the health provider chosen by the District if such an arrangement is acceptable to the health insurance provider(s)' vendor for the health risk assessment.
 - e. The data collected pursuant to the Health Risk Assessment shall be confidential and shall be provided to the employee upon request or as authorized by the employee in writing. The only data that the District will receive from the health provider is the following:
 1. whether the employee, or employee's spouse if applicable, did or did not take the health risk assessment; and the
 2. aggregate health risk assessment data that does not include any information that identifies the individual to whom the data applies.
 - f. The District and Association agree that the personally identifiable results of the health risk assessment and any personally identifiable medical records resulting there from shall be the property of the health insurance provider.

In no event shall such data be provided to or become the property of the District. Such data may, however, be provided in the aggregate to a successor health provider.

2. The District and Association agree that this Agreement has no value as precedent and shall not be cited as a precedent by either the District or the Association in any interest arbitration proceedings or in any other disputes between the parties except for the sole purpose of enforcing the terms of this Agreement.
3. This Agreement expires on June 30, 2013.

FOR THE MEA:

FOR THE DISTRICT

Chris Bauman 6/7/11
Chris Bauman, President Date

Donald Johnson 6-7-11
Donald Johnson, Superintendent Date

SIDE LETTER AGREEMENT
between the
MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT
and the
MIDDLETON EDUCATION ASSOCIATION

RE: Teachers Teaching Online/Virtual Courses


The Middleton-Cross Plains Area School District Board (hereinafter referred to as the "Board" or "District") and the Middleton Education Association (hereinafter referred to as the "Association") have reached the following Agreements (hereinafter referred to as the "Agreement") regarding certain terms and conditions of employment for teachers teaching online/virtual courses offered by the District or the Wisconsin eSchool Network Classes (District or Network Sections) (hereinafter referred to as "Online/Virtual Courses") and the District's use of K12 Learning for online/virtual courses for the 2011-2012 and 2012-2013 school years.

1. Teachers teaching online/virtual courses shall be governed by all of the provisions, terms and conditions in the Master Contract except as modified under the terms of this Agreement.
2. Teachers shall not be required to teach an online/virtual course section(s). The District shall solicit volunteers for the online/virtual course selection(s) by providing notice to staff of the subject areas where the District expects to offer such online/virtual courses. Such notice shall be provided to teachers no later than April 5th, unless the eSchool has not determined network sections by this date.
3. Teachers volunteering to teach online/virtual course sections must comply with all requirements of Wisconsin State Statute Section 118.19(13) prior to the commencement of such instructional duties in order to be eligible for such assignments. Currently, Section 118.19(13) requires completion of thirty (30) hours of professional development designed to prepare a teacher for online teaching.
4. Teachers volunteering to teach online/virtual sections must complete all required orientation modules(s) as determined by the online/virtual course provider(s) prior to the commencement of such instructional duties in order to be eligible for such assignments.
5. The District shall attempt to facilitate the availability of such training and to reduce the cost for teachers. Any training newly required for online/virtual course teachers after they are assigned to teach such courses shall be paid for by the District, unless the teacher(s) receive graduate credits for such training.
6. An online/virtual course shall count the same as a traditional face-to-face course for purposes of calculating full-time equivalent (FTE) and shall follow the same class size guidelines in the District. A maximum of 30 online/virtual student enrollments will constitute one section for the purposes of calculating 0.2 FTE. As part of a 0.2 FTE, an online/virtual course shall not be required to teach more than three online courses at any one time, however, more than 3 courses may be taught at one time with the mutual agreement of the principal, the teacher, and the MEA. For this purpose, one semester of a given online/virtual course shall be considered to be one course.
7. Online/virtual course teachers need to adhere to the timeline requirements of the Wisconsin eSchool Network; however, such requirements shall not require that teachers work outside the dates set forth as teacher work days on the school calendar.
8. Teachers providing instructional services in the Wisconsin e-school network will have flexibility to perform instructional duties and responsibilities outside their assigned school and outside the contract defined school day when possible. The District will attempt to provide scheduling to online/virtual school staff that includes open periods being placed at the beginning or end of the school day; however, such scheduling is not guaranteed. Although a deadline of March 15 is currently utilized as the last day for online enrollment for students, as established by the eSchool Network; there may be special circumstances that warrant enrollment of students after March 15. Enrollments will be approved by the principal in consultation with the teacher impacted by a post-March 15 enrollment request.
9. Teachers assigned to online/virtual school classes may be required to proctor students participating in an online/virtual course examination during the class period when such teacher is assigned to the online/virtual course even if the students taking the examination are not normally assigned to the teacher.
10. Teachers whose FTE assignments include both online/virtual and traditional assignment(s) will only be deducted reimbursable or personal leave for the time lost and attributable to their traditional classroom assignment(s), unless the teacher has applied for and been granted a leave of absence under the terms of the Collective Bargaining Agreement. An employee who is on reimbursable leave shall notify the District if the employee is unable to perform his/her online/virtual course responsibilities within the time period that such responsibilities need to be performed.

11. Internet access and use of a computer (teacher may elect either a desk model at school or a laptop model) will be provided at the home school for teachers assigned to teach online/virtual courses. Laptop models may be transported and used as needed by the teacher.
12. Teachers assigned to teach online/virtual courses shall be evaluated using the same process that applies to teachers not so assigned.
13. Terms and conditions applicable to courses provided by K12 Inc. for students enrolled full-time in K-12 Inc.'s online/virtual school:
 - A. K12 Inc. shall only be used by the District to provide online/virtual courses for students enrolled full time in K12 Inc.'s online/virtual school.
 - B. K12 Inc. may provide the Wisconsin certified teacher for its online/virtual school program. Such employee shall not be considered to be a District employee and therefore is excluded from the teacher collective bargaining unit.
 - C. No Association bargaining unit members shall be laid off or reduced in hours as a result of the District's establishment or continuance of the K12 Inc. program referenced herein.
 - D. This Section of the Agreement shall not be cited as past practice or precedent by either party for the purpose of allowing the District to contract out for services beyond the scope of the specific K12 Inc. services referenced herein or beyond the scope of Article I-Recognition and Article II, Management Rights of the Collective Bargaining Agreement.
14. The Agreement has no value as precedent and shall not be cited by either party as a precedent in any interest arbitration proceedings or in any other dispute between the parties other than disputes involving the interpretation and/or application of this Agreement.
15. This Agreement expires on June 30, 2013

FOR THE MEA:

FOR THE DISTRICT


 Chris Bauman, President _____
 Date 6/7/11


 Donald Johnson, Superintendent _____
 Date 6-7-11

**SIDE LETTER AGREEMENT
between the
MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT
and the
MIDDLETON EDUCATION ASSOCIATION**

MIDDLE SCHOOL RESOURCE/SUPERVISION

MEMORANDUM OF UNDERSTANDING

1. Flexible Assignment of Middle School Resource/Supervision

Flexible Assignments, described below, are designed to meet building supervisory and resource needs. They shall not involve or require additional preparation, grading, or other duties normally associated with classroom instruction. Unless otherwise noted, daily supervisions will be one class period (47 minutes) in length. The following are Flexible Assignments within the meaning of this Memorandum of Understanding:

- A. Supervision of computer labs, LMC, hallways or resource rooms, physical education locker rooms and are limited to one period per day for any teacher so assigned.
 - 1. Supervision before school, and after school, or detention supervision, not to exceed thirty (30) minutes per school day for any teacher so assigned. Volunteers will be solicited for one semester of lunch duty and then will be responsible for only one semester of supervision. Staff shall be informed in writing that lunch supervision is strictly voluntary immediately prior to their solicitation for such duty. The supervision will include thirty (30) minutes of lunch duty for one semester and fifteen (15) minutes of other duty (like bus duty before or after school) for one semester. These supervision assignments may/may not be served during the same semester.
 - 2. Physical Education teachers will be assigned to locker room supervision duty as a priority before other assignments.
- B. Supervision before school, and after school, or detention supervision, not to exceed thirty (30) minutes per school day for any teacher so assigned.
 - 1. Before school supervision will not begin more than fifteen (15) minutes before students are allowed into the school building at the beginning of the school day and shall end no more than fifteen (15) minutes after school is dismissed at Glacier Creek Middle School. For Kromrey Middle School before school supervision shall not be more than twenty (20) minutes before students are allowed into the school building and shall end no more than ten (10) minutes after school is dismissed. (The preceding time frames shall be subject to change, with administrative approval, if school staff, with administrative approval, vote by 2/3 majority on an MEA secret ballot to change these times to meet needs within a building).
 - 2. The District will make a good faith effort to recruit volunteers for all before/after school supervision and Read 180 instructional support, including the use of email postings and mailbox solicitations. Non-voluntary Assignments will be made only if and after such volunteer recruitment efforts fail.
- C. Providing Academic Support Resource to students in grades 6, 7, and 8.
 - 1. Academic Resource shall be staffed on a voluntary basis, but may be assigned if no volunteers are secured.
 - i. Administration shall seek volunteers at the beginning of the school year for the entire year.
 - ii. Volunteers shall be assigned for one quarter only, although individuals may volunteer for more than one quarter if such volunteering is explicitly stated in writing and signed by the teacher.
 - ii. Teachers may volunteer in pairs; administration will not break up pairings unless agreed to by both teachers.
 - 2. Other Academic Resource Provisions:
 - i. No more than ten (10) students will be assigned to each resource *if only one teacher volunteering can be scheduled for a grade level in any quarter, no more than five (5) students will be assigned to the resource.)
 - ii. Students must be assigned to an encore class prior to being assigned into a resource.
 - iii. Teachers will be expected to take attendance daily.
 - iv. Teachers will not be expected to prepare lessons, grade, make parent contacts, or work with students or other staff members outside of the resource period.
 - v. Students may be removed from academic resource for behavior reasons under the following sequence:
 - 1. Upon the first written office referral, a behavior/intervention plan will be developed by administration and with resource teacher involvement and agreement.

2. The first violation of this behavior/intervention plan will result in a temporary, (3) three-day, removal to an office area.
 3. A second violation of this behavior/intervention plan will result in permanent removal from academic resource and the student will return to encore class.
 4. Further interventions for a student removed from academic resource will be the responsibility of administration and student services staff.
- vi. If the academic resource teacher determines that a student no longer requires this support, the teacher will contact the building principal or designee with a written request to exit the student from academic resource. If there is a question regarding this action, the academic resource teacher and the principal will meet to determine the future placement of the student.

D. Providing supportive instruction to students in classroom situations where appropriate (i.e. Read 180, large classes, etc.). This assignment shall be limited to one (1) regular class period per day for each teacher assigned.

E. Resource Room assignments are permitted as a part of the allowable duty alternatives.

Assignments shall be made on a semester basis, except where academic resource requires quarterly assignments. Administration will work to assign duties in a balanced manner.

Teachers may voluntarily "trade" their assigned supervisions with one another. Such a switch can only be made if both teachers are in agreement and administration must be notified of the change. Voluntary switches should be made at the beginning of a quarter.

Teachers may be assigned one supervision period each semester. No "doubling up" of supervisions will be allowed.

Students who move in during the course of the year will be assigned to encore classes and will not be placed in academic resource until a determination is made as to whether they qualify.

Any teacher(s) who believes that their assignment is inequitable or is in violation of any term of this memorandum of Understanding can appeal their assignment(s) to a joint administration and MEA committee (Joint Committee) which will be formed for the purpose of making such reviews. The committee shall consist of three (3) representatives from each side, appointed respectively by the Administration and the MEA. Any issue(s) in administering the terms of this Memorandum of Understanding which is not resolved by the Joint Committee referenced herein shall be subject to the grievance procedure of the Collective Bargaining Agreement.

If there is a need for supervisor/resource assignments not listed herein, such needs shall be referred to the Joint Committee for consideration.

2. Application and Duration

This Memorandum of Understanding applies to all Middle School teachers except special education teachers, school librarians, and traveling staff, who shall be exempt from the assignments covered by this Memorandum.

This Memorandum of Understanding shall be in effect upon execution by the parties. This Memorandum of Understanding shall sunset on June 30, 2013. This agreement shall not establish precedent.

FOR THE MEA:


 Chris Bauman, President Date

FOR THE DISTRICT:


 Donald Johnson, Superintendent Date

**MEMORANDUM OF UNDERSTANDING REGARDING THE
MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT'S
KINDERGARTEN PROGRAM FOR FOUR YEAR OLDS**

Commencing with the 2011-2012 school year, the Board of Education of the Middleton-Cross Plains Area School District (hereinafter "District" or "Board of Education") and the Middleton Education Association (hereinafter "MEA" or "Association") hereby agree as follows with regard to the District's proposed Kindergarten Program for Four Year Olds ("Program"):

1. The District is establishing a community based four year old early childhood regular education program beginning in the 2011-2012 contract year in partnership with local preschool/child care providers (hereinafter referred to as "PS/CCP"). The community based four year old early childhood regular education program will consist of PS/CCP site based instruction and District site based instruction.
2. The District and MEA agree that the local PS/CCP shall provide the certified teacher, teacher's assistant and site for PS/CCP based four year old early childhood regular education program instruction under the Agreement that is provided for and delivered at the local PS/CCP site. This shall be defined as a Model 3 program. Model 3 is defined as a community based program with Department of Public Instruction (DPI) certified teachers hired by the service provider. These providers will hereinafter be referred to as PS/CCP (preschool/child care providers). Notwithstanding any other provisions in the Collective Bargaining Agreement of the parties, the District may enter into such agreements with PS/CCP subject to compliance with the terms set forth herein.
3. The District and MEA agree that the District shall provide the certified teacher, teacher's assistant and site for District based four year old early childhood regular education program instruction under this Agreement. This shall be defined as a Model 1 program. The District and MEA agree that certified teachers as mentioned above are District employees and therefore are members of the Association's bargaining unit and are subject to all terms and conditions of the collective bargaining agreement between the District and the Association. The District shall operate one (1) Model 1 program in the District facilities beginning with the 2011-2012 school year. This program shall be a District program staffed with a DPI certified teacher(s).
4. The District will maintain the current MEA FTE for 4 year old Special Education Services and increase the MEA FTE for these services as warranted for additional enrollment in the Program. It is understood by both parties that 4K and District early childhood programming are no synonymous. It is agreed that no bargaining unit members shall be laid off solely due to the implementation or operation of the Program.
5. If and when the District builds or otherwise opens a new elementary school, The District shall increase the number of Model 1 programs and staff them with teachers that will be included in the bargaining unit. The increase in FTE shall be determined by numbers of sections of kindergarten sections which is a ratio of one (1) 4K FTE to two (2) Kindergarten FTE. Furthermore, the District agrees that when new boundaries are created as the result of the opening of a new or additional elementary school(s), the resulting space that is freed up in the existing elementary schools after growth needs are met, if any, will be used for Model 1 4K programming.
6. The District will provide copies of all contracts with Program Providers, including copies of any contract renewals and/or modifications thereof, to the President of the Association. Such copies shall be provided within ten (10) calendar days of the execution of any such document(s). Furthermore, the District shall provide the MEA President with copies of any substantial changes or modifications to such contracts or to the Program in terms of curriculum, operational requirements and/or policies addressed to Program Providers within ten (10) calendar days of the adoption of such changes.
7. The District shall provide copies of all contracts with Program Providers, including copies of any contract renewals and/or modifications thereof, to the President of the Association. Copies of these contracts, or changes to these contracts will be provided to the President of the Association on April 30 and September 30 of each year. It is expected that contracts will be identical, and that this standard contract will be provided to the MEA.
8. The District will identify all administrative policies which apply to the Providers and will provide copies of any new policies and amendments to the President of the Association on January 30 and July 30 of any given year. The District will provide copies of 4K Program Evaluations, 4K teacher job descriptions, and a list of the FTE (with names) delivering 4K services.
9. The District will ensure that the Program not impact the wages, hours and/or conditions of employment applicable to employees covered by the terms of the Collective Bargaining Agreement of the parties except as may be negotiated and agreed upon by the parties to this Memorandum.
10. Bargaining unit members will be delivering special education services to 4K students in both Model 1 and Model 3 environments. The Collective Bargaining Agreement will govern these individuals. As additional staff will be hired as a result of this program expansion, any potential changes in staffing levels would be governed by the Collective Bargaining Agreement.

11. Bargaining unit members involved in delivering services in the Program, who with administrator approval, attend Program parent "outreach" activities after regular school hours shall be compensated at the established rate paid by the District for curriculum development work.
12. Bargaining unite members involved in delivering services in the program who conduct training for parents will be compensated for the first time teaching in the workshop within the term of the Memorandum of Understanding at three times the established rate paid by the District for curriculum development work, and at twice the established rate paid by the District for curriculum development work for the second and subsequent times teaching the workshop within the term of this Memorandum of Understanding.
13. The parties agree that the District's approval and implementation of the Program are non-precedential with respect to its right to approve or implement other programs which impact Association bargaining unit work. The parties agree that the Districts implementation of the program and this Agreement shall not be used as evidence by either party in a future unit clarification, if any. The Association agrees that it will not file a unit clarification petition or any other form of bargaining unit issue, e.g. a petition for election, during the term of this Agreement concerning PS/CCP teachers in the Model 3 program. Association will no represent an individual employee employed in the PS/CCP in any other forum, whether a court, administrative agency, or other tribunal of competent jurisdiction in an election or an y unit clarification issue as set forth above. It is also non-precedential with respect to the approval or implementation of any other future programs of the District. The parties agree that the rights and obligations of the parties with respect to the approval and implementation of future programs will be governed by Wisconsin law, the Collective Bargaining Agreement of the parties, and without regard to any bargaining history that may be specifically related to this Memorandum of Understanding.
14. The parties agree that the language used in this Agreement shall be deemed to be the language chosen by all of the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto. There shall be no inference, presumption, or conclusion drawn whatsoever against any party hereto by virtue of that party or its agent having drafted this Agreement or any portion thereof.
15. This Memorandum of Understanding is non precedential and shall not constitute a waiver of any rights the Association or the District may have under the law.
16. This Memorandum of Understanding shall sunset as of June 30, 2013. The parties agree to mutually review the terms of this memorandum following the 2011-2012 school year and to meet for the purpose of bargaining in good faith to reconsider its provisions and term, resolve any issues and to complete such negotiations by October 1, 2012. The obligation set forth in the preceding sentence shall not be deemed to be a reopener subject on interest arbitration, nor shall the October 1, 2012 target date preclude further mutual consideration by the parties of the provisions, term, or other issues associated with this Memorandum.
17. An intergovernmental agreement (66.03) is also in place to ensure that questions regarding PS/CCPs that are close to the boundary of Madison Metropolitan School District or Verona Area Schools and MCPASD are clear. This agreement is viewed as mutually beneficial to all school districts and will govern questions arising from families that attend a PS/CCP in one district and reside in the other.

FOR THE MEA:


 Chris Bauman, President 6/7/11
 Date

FOR THE DISTRICT:


 Donald Johnson, Superintendent 6-7-11
 Date


MEMORANDUM OF UNDERSTANDING
ALTERATION OF THE WORK DAY 2011-2013

The Middleton-Cross Plains Area School District and the Middleton Education Association agree to alter the work schedules for teachers at our various buildings provided that the following steps have been followed:

1. The specific alteration of the work day is clearly articulated to the staff members within the building via the building representatives and administration.
2. This schedule was voted and accepted by the staff within the building in accordance with MEA procedures.
3. When applicable to the schedule alteration, staff will be entitled to the benefit of a duty free lunch and reasonable break time during the day.
4. The District and the MEA agree that staff is acting in their capacity as employees while engaged in the alternative scheduled activities.
5. This agreement shall not establish precedence.
6. This Memorandum does not and is not intended to modify the Master Agreement of the parties in any way. It is intended to document a mutual understanding regarding the subject of the Memorandum.

FOR THE MEA:

FOR THE DISTRICT:


Chris Bauman, President 6/7/11
Date


Donald Johnson, Superintendent 6-7-11
Date

MEMORANDUM OF UNDERSTANDING

AUTISM SHADOWS

Whereas the District and the Middleton Education Association wish to enter into an agreement allowing collaboration between privately employed autism shadows and the Middleton-Cross Plains Area School District staff.

Now, therefore, the undersigned parties agree as follows:

The undersigned parties agree as follows:

1. Teachers may accept or decline having shadows.
2. A list of shadows and the primary classroom teacher they work with will be maintained at DAC and is available to MEA at any time.
3. If at any time a teacher or paraeducator has questions or concerns, s/he shall request a meeting to address those concerns. A meeting with appropriate representatives of MEA, administration, the teacher and the autism agency may be held. MEA, district administration and the classroom teacher will determine whether and under what conditions an autism shadow may continue to work within the classroom pending the results of that meeting.
4. The program will be reviewed annually for continuous improvement. District staff is encouraged to provide feedback on the autism shadow program at any time.
5. The presence of the autism shadow will, in no way, interfere with the teacher's authority or ability to carry out his or her job.
6. An orientation shall take place prior to placement of an autism shadow that will include:
 - a. A principal, student services coordinator, or other appointee of the Director of Student Services (District Representative). If unable to attend, this individual will be able to "sign off" on the agreement after the meeting, unless their presence is requested in writing by a staff member;
 - b. MEA representative from an approved list previously provided by MEA;
 - c. The primary classroom teacher. Other teachers who have been oriented to the program via a previous orientation meeting will not be required to attend further orientation meetings unless they request so;
 - d. Paraeducators involved with the child as needed unless previously oriented. Paraeducators who have been oriented to the program via a previous orientation meeting will not be required to attend further orientation meetings unless they request to be present;
 - e. The autism shadow. Their attendance at the orientation is mandatory.
 - f. The person organizing the meeting will notify all teachers and paraeducators working with a student of the orientation meeting. Those teachers and paraeducators not wishing to attend the orientation meeting will not be required to do so.
7. The orientation meeting facilitates a smooth introduction of shadows into the schools, clarifies roles, and answers questions. The shadow must understand his/her role; especially that it is not to evaluate teachers.
8. At the conclusion of the meeting, all parties present will sign the Autism Shadow Orientation Meeting Guide. The District Representative will forward the Guide to the director of Student Services, who will offer final approval. The Director will notify employee Services of the agreement and necessary health and background checks will be completed, the Guide will be returned to the building principal. The MEA president will receive a copy of the final Guide. A shadow may not work with a student in the building until the final copy is received by the building principal and MEA president.
9. The District Representative will provide a signed Orientation Meeting Guide and "Special Education Procedures – Autism Shadows" to each teacher and paraeducator involved with a shadow.
10. The MEA will provide a list of approved representative of the MEA to attend shadow meeting to the Director.
11. The MEA representative at the meeting is acting on behalf of the Middleton Education Association, not as an employee of the District, and shall not be disciplined or docked pay while acting in that capacity.

12. This agreement is non-precedential.

FOR THE MEA:

Chris Bauman 6/7/11
Chris Bauman, President Date

FOR THE DISTRICT:

Donald Johnson 6-7-11
Donald Johnson, Superintendent Date

**SIDE BAR AGREEMENT BETWEEN THE
MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT BOARD OF EDUCATION
AND THE MIDDLETON EDUCATION ASSOCIATION**

2011-2012 and 2012-2013 TOTAL COMPENSATION CALCULATION

The Board of Education for the School district of Middleton-Cross Plains Area (hereinafter referred to as the "Board" or "District") and the Middleton-Cross Plains Area Education Association (hereinafter referred to as the "Association") have reached the following side bar agreement (hereinafter referred to as the "Agreement") regarding the calculation methodology for the computation of the total compensation increase for 2011-2012 and 2012-2013 due to the fact that several of the salary costs (e.g. step and lane movement costs) and fringe benefit costs and rates for the 2011-2012 and 2012-2013 contract years, e.g. health insurance, dental insurance, Wisconsin Retirement System employer and employee share contributions, long-term disability insurance and life insurance, are not know at the time of the settlement of this Agreement. The District and Association agree that the total compensation increase for 2011-2012 and 2012-2013 shall be calculated in the following manner:

- A. Total Compensation Percentage Amount Determination:
1. For the 2011-2012 Contract Year: The total compensation percentage increase/decrease for the 2011-2012 contract year shall be determined by calculating the percentage difference between the dollar amount of the allowable limited revenue, line 9 of the 2011-2012 revenue cap worksheet (exclusive of membership from the four year old kindergarten program or increase in membership attributed to 21st Century eSchool program) compared to the dollar amount of the allowable base revenue as provided on line 1 of the 2011-2012 revenue cap worksheet (exclusive of membership from the four year old kindergarten or increase in membership attributed to 21st Century eSchool membership) is projected as \$60,403,314 or -3.80% based on a 103 resident membership increase and a \$588.11 decrease in per pupil adjustment (line 4.A.). The actual percentage increase/decrease for 2011-2012 will be calculated once the number projected for 2011-2012 is determined no later than November 1, 2011.
 2. For the 2012-2013 Contract Year: The total compensation percentage increase/decrease for the 2012-2013 contract year, shall be determined by calculating the percentage difference between the dollar amount of the allowable limited revenue, line 9 of the 2012-2013 revenue cap worksheet (exclusive of membership from the four year old kindergarten program or increase in membership attributed to 21st Century eSchool program) compared to the dollar amount of the allowable base revenue as provided on line 1 of the 2012-2013 revenue limit worksheet. For example, line 1 of the 2012-2013 revenue cap worksheet is projected as \$50,403,314. Line 9 of the 2012-2013 revenue cap worksheet (exclusive of membership from the four year old kindergarten or increase in membership attributed to 21st Century eSchool membership) is projected as \$61,99,766 or 2.64% based on a 152 resident membership increase and a \$0 increase/decrease in per pupil adjustment (line 4.A.). the actual percentage increase/decrease for 2012-2013 will be calculated once the number projected for 2012-2013 is determined no later than November 1, 2012.
- B. Calculation process for the period of July 1, 2011 through and including June 20, 2012 (2011-2012):
1. The salary schedule for 2011-2012 (see attached) shall be calculated to generate a % total package decrease over the 2010-2011 contract year's total package. All increase/decreases to the salary schedule shall be applied on an equal percentage amount to each cell on the salary schedule. Such salary increase/decrease shall retroactively apply to July 1, 2011. the order of application of the increased/decreased package within the percentage total compensation increase/decrease shall be as follows:
 - a. First, the maintenance of all existing fringe benefits and the employer's contributions toward the same except as specifically modified by the mutual agreement of the parties; and
 - b. Second, the provision of step movement and/or longevity to employees who are eligible for step movement and/or longevity under the terms of the collective bargaining agreement. However if not enough funds are available for the full payment of step, step movement will not be provided and instead the available funds shall be applied to the salary schedule using the status quo salary schedule index; and
 - c. Third, the provision of lane movement to employees who are eligible for lane movement under the terms of the collective bargaining agreement. However, if not enough funds are available for the full payment of the lane, lane movement will not be provided and instead the available funds shall be applied to the salary schedule using the status quo salary, index; and
 - d. Fourth, the provision of an across-the-board equal percentage increase to each cell on the salary schedule.

2. The insert percentage total package will be calculated based upon the following cast-forward costing rules for the 2011-2012 contract year:
 - a. The total compensation insert percentage will be formulated based upon the fixed employee complement (base year staff) present on April 2, 2011 with no change in the identity or number of employees and with no change in such employees' hours worked, percentage of full-time employment (FTE), educational lane placement or fringe benefit elections.
 - b. The total compensation increase/decrease will be formulated based upon the fixed employee complement (base year staff) present on April 2, 2011 with no change in the individual employee's selection of health insurance or dental insurance. For example:
 - i.. If an employee was on single health insurance as of April 2, 2011, such employee would remain in the costing as being enrolled on single health insurance.
 - ii.. If an employee was on family health insurance as of April 2, 2011, such employee would remain in the costing as being enrolled on family health insurance.
 - iii.. If an employee was on single dental insurance as of April 2, 2011, such employee would remain in the costing as being enrolled on single dental insurance.
 - iv.. If an employee was on family dental insurance as of April 2, 2011, such employee would remain in the costing as being enrolled on family dental insurance.
 - c. Health, dental, long-term disability and life insurance costs shall be based upon the actual monthly premium amounts established by the insurance carrier.
 - i.. Base year: Insurance rate increases/decreases shall be based upon the applicable renewal dates, i.e., since the plans renew on October 1, 2010 then such rates shall be used for the entire 12 months of the 2010-2011 base year contract year.
 - ii.. First Year: Insurance rate increases/decreases shall be based upon the applicable renewal dates, i.e., since the plans renew on October 1, 2011 then such rates shall be used for the 12 months of the 2011-2012 contract year.
 - d. Wisconsin Retirement System (WRS) contributions shall be calculated on an average annual basis.
 - i.. WRS rate for 2010-2011 shall be based upon the rate for January 1, 2010 through December 31, 2010 constituting six months of the twelve months of the 2010-2011 base year costing, that is the rate in effect for July 1, 2010 through December 31, 2010; and the rate for January 1, 2011 through December 31, 2011 shall constitute the remaining six months of the twelve months of the base year costing, that is the rate in effect for January 1, 2011 through June 30, 2011.
 - ii.. WRS rate for 2011-2012 shall be based upon the rate for January 1, 2011 through December 31, 2011 constituting six months of the twelve months of the 2011-2012 costing, that is the rate in effect for July 1, 2011 through December 31, 2011; and the rate for January 1, 2012 through December 31, 2012 shall constitute the remaining six months of the twelve months of the costing, that is the rate in effect for January 1, 2012 through June 30, 2012. The costing shall divide these costs for WRS by payroll period. The total number of payroll periods is twenty-four. Eight of those payrolls shall be assessed at the January 1, 2011 through December 31, 2011 WRS rate. Sixteen of these payrolls shall be assessed at the January 1, 2012 through December 31, 2012 WRS rate.
 - e. For any period of time from July 1, 2011 through June 30, 2012, covered by the proposed collective bargaining agreement, the District shall maintain all existing fringe benefits and its percentage contribution toward the cost thereof as provided for in the 2009-2011 collective bargaining agreement except as specifically modified and agreed to by the District, and the Association in the attached listing of tentative agreements. Fringe benefits are defined as health insurance, dental insurance, life insurance, long-term disability insurance, and Wisconsin Retirement System Contributions.
 - f. Implementation of Salary Schedule Rate Increase. If funds are available within the insert percentage total compensation increase/decrease after the employer has funded the increased cost of maintaining the existing fringe benefits and funded the provision of step and lane movement to eligible employees as defined above, then such additional funds shall be applied to the salary schedule. The increase to the salary schedule shall be done using the status quo salary schedule index. Such salary schedule increase shall occur on July 1, 2011. If the District deletes steps from the salary schedule, the cost of said deletion of steps shall not be computed into the costing calculation. Additive salaries shall be calculated based upon the "phantom" BA Base Step 1. If funds are available for additional funds to be applied to the salary schedule, the same percentage increase shall be applied to the "phantom" BA Base Step 1 for the purpose of increasing Additive salaries. The deletion of Steps 1.0, 1.25, 1.5, 1.75, 2.0, 2.25, 2.5 and 2.75 from the 2010-2011 salary schedule for the 2011-2012 contract year shall not be included in the costing calculation.

- g. Implementation of Step movement. Step movement for eligible employees shall occur on July 1. The total compensation costing shall provide for a salary increase of at least one full step effective each July 1 for each employee who is eligible for a step increase, unless the increased cost of providing such step movement and maintenance of the existing fringe benefits, as determined under the above costing procedures exceeds an insert percentage total compensation increase/decrease. If the cost of providing step movement and maintaining the existing fringe benefits, and the employer's contribution to such benefits, exceeds a insert percentage total compensation increase/decrease, then step movement will not be provided and instead the available funds shall be applied to the salary schedule using the status quo salary schedule index to generate the applicable insert percentage total compensation increase/decrease.
- h. Implementation of Lane movement. Lane movement for eligible employees shall occur on insert date. The total compensation costing shall provide for at least one full lane effective each insert date for each employee who is eligible for a lane increase, unless the increased cost of providing such lane movement, step movement and maintenance of the existing fringe benefits, as determined under the above costing procedures exceeds a insert percentage total compensation increase/decrease. If the cost of providing step movement, lane movement and maintaining the existing fringe benefits, and the employer's contribution to such benefits, exceeds a insert percentage total compensation increase/decrease, then lane movement will not be provided and instead the available funds shall be applied to the salary schedule using the status quo salary schedule index to generate the applicable insert percentage total compensation increase/decrease.
- i. If the cost of maintaining the existing fringe benefits alone according to the above costing rules exceeds a insert percentage total compensation increase, the costing and offer shall not provide for step movement or lane movement on the salary schedule for eligible employees and the costing and offer shall provide for a salary schedule rate decrease using the status quo salary schedule index effective July 1, 2011 for the 2011-2012 contract year in an amount equivalent to the amount above the insert percentage total compensation increase that is due to the increased cost of maintenance of the percentage contribution by the employer to the employees' existing fringe benefit costs, as determined above. All decreases to the salary schedule shall be done using the status quo salary schedule index. Such salary schedule decrease shall occur on July 1, 2011.

C. For the period of July 1, 2012 through June 30, 2013 (2012-2013):

- 1. The salary schedule for the 2012-2013 (see attached) shall be calculated to generate a % total package increase/decrease over the 2011-2012 contract year's total package. All increases/decreases to the salary schedule shall be applied on an equal percentage to each cell on the salary schedule. Such salary increase/decrease shall retroactively apply on July 1, 2012. the order of application of the increased/decreased package within the insert percentage total compensation increase/decrease shall be as follows:
 - a. First, the maintenance of all existing fringe benefits and the employer's contributions toward the same except as specifically modified by the mutual agreement of the parties; and
 - b. Second, the provision of lane movement to employees who are eligible for lane movement under the terms of the collective bargaining agreement. However, if not enough funds are available for the full payment of lane, lane movement will not be provided and instead the available funds shall be applied to the salary schedule using the status quo salary schedule index; and
 - c. Third, the provision of step movement and/or longevity to employees who are eligible for step movement and/or longevity under the terms of the collective bargaining agreement. However, if not enough funds are available for the full payment of step, step movement will not be provided and instead the available funds shall be applied to the salary schedule using the status quo salary schedule index; and
 - d. Fourth, the provision of an across-the-board equal percentage increase to each cell on the salary schedule.
- 2. The insert percentage total package will be calculated based upon the following cast-forward costing rules for the 2012-2013 contract year:
 - a. The total compensation increase will be formulated based upon the fixed employee complement (base year staff) present on April 2, 2012 with no change in the identity or number of employees and with no change in such employees' hours worked, percentage of full-time employment (FTE), educational lane placement or fringe benefit elections.
 - b. The total compensation increase/decrease will be formulated based upon the fixed employee complement (base year staff) present on April 2, 2011 with no change in the individual employee's selection of health insurance or dental insurance. For example:

- i.. If an employee was on single health insurance as of April 2, 2012, such employee would remain in the costing as being enrolled on single health insurance.
 - ii.. If an employee was on family health insurance as of April 2, 2012, such employee would remain in the costing as being enrolled on family health insurance.
 - iii.. If an employee was on single dental insurance as of April 2, 2012, such employee would remain in the costing as being enrolled on single dental insurance.
 - iv.. If an employee was on family dental insurance as of April 2, 2012, such employee would remain in the costing as being enrolled on family dental insurance.
- c. Health, dental, long-term disability and life insurance costs shall be based upon the actual monthly premium amounts established by the insurance carrier(s).
 - i.. Base Year: Insurance rate increases/decreases shall be based upon the applicable renewal dates, i.e., since the plans renewed on October 1, 2011 then such rates shall be used for the 12 months of the 2011-2012 base year contract year.
 - ii.. First Year: Insurance rate increases/decreases shall be based upon the applicable renewal dates, i.e., since the plans renew on October 1, 2012 then such rates shall be used for the 12 months of the 2012-2013 contract year.
- d. Wisconsin Retirement System (WRS) contributions shall be calculated on an average annual basis.
 - i.. WRS rate for 2011-2012 shall be based upon the rate for January 1, 2011 through December 31, 2012 constituting six months of the twelve months of the 2011-2012 base year costing, that is the rate in effect for July 1, 2011 through December 31, 2012; and the rate for January 1, 2012 through December 31, 2012 shall constitute the remaining six months of the twelve months of the base year costing, that is the rate in effect for January 1, 2012 through June 30, 2012.
 - ii.. WRS rate for 2012-2013 shall be based upon the rate for January 1, 2012 through December 31, 2012 constituting six months of the twelve months of the 2012-2013 costing, that is the rate in effect for July 1, 2012 through December 31, 2012; and the rate for January 1, 2013 through December 31, 2013 shall constitute the remaining six months of the twelve months of the costing, that is the rate in effect for January 1, 2013 through June 30, 2013. The costing shall divide these costs for WRS by payroll period. The total number of payroll periods is twenty-four. Eight of those payrolls shall be assessed at the January 1, 2012 through December 31, 2012 WRS rate. Sixteen of those payrolls shall be assessed at the January 1, 2013 through December 31, 2013 WRS rate.
- e. For any period of time from July 1, 2012 through June 30, 2013, covered by the proposed collective bargaining agreement, the District shall maintain all existing fringe benefits and its percentage contribution toward the cost thereof as provided for in the 2009-2011 collective bargaining agreement except as specifically modified and agreed to by the District and the Association in the attached listing of tentative agreements. Fringe benefits are defined as health insurance, dental insurance, life insurance, long-term disability insurance, and Wisconsin Retirement System Contributions.
- f. Implementation of Lane movement. Lane movement for eligible employees shall occur on insert date. The total compensation costing shall provide for at least one full lane effective each insert date for each employee who is eligible for a lane increase, unless the increased cost of providing such lane movement, step movement and maintenance of the existing fringe benefits, as determined under the above costing procedures exceeds a insert percentage total compensation increase/decrease. If the cost of providing step movement, lane movement and maintaining the existing fringe benefits, and the employer's contribution to such benefits, exceeds a insert percentage total compensation increase/decrease, then lane movement will not be provided and instead the available funds shall be applied to the salary schedule using the status quo salary schedule index to generate the applicable insert percentage total compensation increase/decrease. If lane movement was not fully funded in the 2011-2012 contract year, the provision of lane movement shall first apply for the 2012-2013 contract year and there shall not be a retroactive lane movement payment for the 2011-2012 contract year.
- g. Implementation of Step movement. Step movement for eligible employees shall occur on July 1. The total compensation costing shall provide a salary increase of at least one full step effective each July 1 for each employee who is eligible for a step increase, unless the increased cost of providing such step movement and maintenance of the existing fringe benefits, as determined under the above costing procedures exceeds a insert percentage total compensation increase/decrease. If the cost of providing step movement and maintaining the existing fringe benefits, and the employer's contribution to such benefits, exceeds a insert percentage total compensation increase/decrease, then step movement will not be provided and instead the available funds shall be applied to the salary schedule using the status quo salary schedule index to generate the applicable insert percentage total compensation increase/decrease. If step movement was not fully funded in the 2011-2012 contract year, the provision of step movement shall first apply for the 2012-13 contract year and there shall not be a retroactive step


quo salary schedule index to generate the applicable insert percentage total compensation increase/decrease. If step movement was not fully funded in the 2011-2012 contract year, the provision of step movement shall first apply for the 2012-13 contract year and there shall not be a retroactive step movement payment for the 2011-2012 contract year.

- h. Implementation of Salary Schedule Rate Increase. If funds are available within the insert percentage total compensation increase/decrease after the employer has funded the increased cost of maintaining the existing fringe benefits and funded the provision of step and lane movement to eligible employees as defined above, then such additional funds shall be applied to the salary schedule. The increase to salary schedule shall be done using the status quo salary schedule index. Such salary schedule increase shall occur on July 1, 2012. Additive salaries shall be calculated based upon the "phantom" BA Base Step 1. If funds are available for additional funds to be applied to the salary schedule, the same percentage increase shall be applied to the "phantom" BAS Base Step 1 for the purpose of increasing Additive salaries. The deletion of Steps 1.0, 1.25, 1.5, 1.75, 2.0, 2.25, 2.5, and 2.75 from the 2010-2011 salary schedule for the 2011-2012 contract year shall not be included in the costing calculation.
- i. If the cost of maintaining the existing fringe benefits alone according to the above costing rules exceeds a insert percentage total compensation increase, the costing and offer shall not provide for step movement or lane movement on the salary schedule for eligible employees and the costing and offer shall provide for an across-the-board salary schedule rate decrease effective July 1, 2012 for the 2012-2013 contract year in an amount equivalent to the amount above the insert percentage total compensation increase that is due to the increased cost of maintenance of the percentage contribution by the employer to the employees' existing fringe benefit costs, as determined above. All decreases to the salary schedule shall be done on an equal percentage decrease to each cell on the salary schedule. Such salary schedule decrease shall occur on July 1, 2012.

3. The District and Association agree that this Agreement shall expire on June 30, 2013.

FOR THE MEA:

FOR THE DISTRICT:


Chris Bauman, President
6/7/11
Date


Donald Johnson, Superintendent
6-7-11
Date