



Certified Staff Handbook Committee

Aug. 14 Meeting Summary

The following is a summary of what was discussed and considered at the Certified Staff Handbook Committee meeting on Thursday, Aug. 14:

Review of Revised Items from Previous Meetings

* Assistant Superintendent George Mavroulis presented a chart that showed a breakdown of the teacher workday and hours. This was originally discussed at the Aug. 7 meeting. Student contact minutes included teaching, supervision, resource time, Cardinal Success, Extended Learning, Intervention and Enrichment time and other assigned duties. He said other minutes included planning time and anything else that is not assigned.

He pointed out there were years there was a lot of fluctuation in the number of work minutes among levels, but that now it is pretty balanced. He also explained with elementary special teachers have fewer student contact minutes. With fifth-graders moving to middle school, special teachers have to travel more to keep them full time. The goal was to avoid having three teachers in a special area at one school and also didn't want any teacher to have more than two schools.

* Superintendent Don Johnson said he plans to have revised language for Monday's meeting that would allow staff members to apply for internal vacancies without using WECAN.

* A committee member asked if someone wanted to revise an item that was closer to the contract language what would be the best way to do that. Johnson suggested a committee member should write something up and bring it to a meeting.

* There was a lengthy discussion on facility usage and what would be acceptable. Committee members were also briefed on how individual members can request facilities.

* The committee discussed professional hours and how they should be implemented. Last year it said staff members need to arrive 15 minutes before school and stay 15 minutes after. Johnson also said he realizes very few people only put in an 8-hour work day. If there is an issue, his preference is for the principal to have a discussion with the employee.

"It's a little more specific in next year's language," he said.

* There were questions about hours worked at Back To School Nights and Parent-Teacher Conferences. In past years, it seemed there were different requirements at different levels and even sometimes within the elementary and middle school level, Johnson said. Administration believes it should be 15 hours of parent-teacher conference time and 3 hours for BTS night and the remaining six hours of the three days assigned is for prep.

“We wanted a similar standard for every level,” he said.

The committee asked if allocation of hours could be different. For example, it might make more sense for a 10-hour conference period in the fall and 5 hours in the spring rather than two 7.5-hour conferences. Johnson said that shouldn't be a problem if buildings go that route.

* Johnson said there hasn't been time to work on the language and examples for 13.1 non-renewal and 13.2 discipline and discharge but plans to have something for Monday's meeting. There was a question if there is an appeal process in the awareness stage. Director of Employee Services Tabatha Gundrum said there isn't but that it is a collaborative process and staff and administrator both get to update the document. Johnson also reminded the committee that personnel files aren't open to the public or passed on to a future employer.

There was discussion about Educator Effectiveness and adding language to the item to better clarify the process. There was also a question about just cause. There are seven tests and legally a District would have to meet all seven at 100 percent, which basically made it impossible for anyone to be non-renewed, Johnson said. The handbook standard would now state cause is required, which is implied because of the process the District is using. He also pointed out the language MCPASD has used has been copied by other districts with contracts and handbooks.

He reminded the committee that the process would involve a meeting with a hearing officer, who is approved every year by the Board. The District also has a hearing officer for expulsions.

Review and Discussion of New Items

Online Teaching: This was a sideletter agreement in the contract. Slight changes are being proposed due to changes in state statute for this area while also removing references to MEA. Online principal Jill Gurtner told the committee the program is in its fourth year and just year hired a local teacher and likely to hire a local part-time second teacher. She wants to encourage a connection between the District's online program and day-to-day school programs, believing the best programs have a blended approach.

A lot of language has to do mostly with staff in the classroom who are also teaching an online class. Much of the language was modified a year ago. The program is moving toward using local teachers with local students. Language about the 30-hour professional development requirement was removed because the governor eliminated that as a requirement. The goal was to make language more flexible and added training language for those staff that volunteer to teach online.

A teacher can have up to 30 students online, although those students could be split across two or three classes. Teachers get paid a stipend extra for additional classes on a per student basis although Gurtner said it has been used sparingly so far. Johnson also said the program picks up a lot of students who have scheduling issues at MHS or want extra classes.

Section 7.1 Personal Benefits: Lots of the language is being removed but Gundrum said it is essentially the same with two changes. Her goal in rewriting was to help staff find things easier.

In the past 10 percent of staff could use a personal day on any one day. That has been lowered to 5 percent on days that are adjacent to a holiday or break because it is much harder to find substitute teachers on those days. Personal leave also won't be granted during the first or last week of a semester or an in-service day, although exceptions can still be granted. Johnson noticed that Fridays in May were also supposed to be part of the language. Gundrum said the threshold will be 10 percent on all other days.

A committee member asked if you could get a sub would you be able to go past the 5 percent threshold. Johnson noted that might pose a problem because the District will also be trying to find subs for staff who call in sick on those same days. No lead time required but it is on a first-come, first-serve basis.

A committee member asked why no personal leave would be granted during the first and last week of a semester. Gundrum said administration felt it was really important to see children the first week while grading takes up a lot of time the last week but also reminded members again that exceptions could be granted. Johnson said granting exceptions hasn't been unusual.

Gundrum went over Section 7.07 and reminded committee members that requests for time off should be in by 6 a.m. on the day in question. An example of when exception would be granted is when a child wakes up at 7 a.m. and is sick and the teacher needs to call in sick for the day.

Gundrum also explained that 96 hours of reimbursable absence were split apart, with 80 hours of reimbursable leave and 16 hours of personal leave. She said it is no different than before but should be clearer. Staff can also be paid up to three reimbursable days if unused at \$130 a day.

4.1 Resolution of Differences: This section of the contract had dealt with issues that didn't need to be grieved and the process to use. It has been modified to fit with the Board Grievance Policy. Some of the lead-in language has been removed, but it still follows the same four-step process.

The committee suggested adding language that allows a teacher to bring someone to a meeting and Johnson agreed. It was also suggested adding language saying a staff member may put their concern in writing but it is not required to do so at the building level. Administration will also look at adding language saying can pass a building supervisor if the issue is with that person or if it is a District-level concern you should reach out to someone at the DAC. Mavroulis said this has been happening for years, but it just puts it in writing.

9.6 Classroom Visitation: This will follow the administrative policy that deals with visitors to the school. Gundrum said that policy could be included in the handbook but it is also available

online so didn't see the need to do so. There was no further discussion. Committee members may bring the item back for discussion at a future meeting.

18.1 Terms of Agreement, 18.2 Impact of Judicial Decisions on Status of this Agreement and 18.3 Contract Binding Signatories: Those sections related to the union contract and won't be included in a handbook. There was no further discussion. Committee members may bring the item back for discussion at a future meeting.

MOU Alteration of the Work Day: This was part of the 2011-13 contract, but this practice would no longer apply. There was no further discussion. Committee members may bring the item back for discussion at a future meeting.

MOU 4-year-old Kindergarten Program: This MOU is no longer necessary based on the establishment of the 4K program, Gundrum said although Johnson said he wasn't sure if was ever necessary. Johnson reminded the committee only one 4K site is at a District school and said there are no plans to add more 4K sites in District schools because we don't have the capacity to do so, plus the District would be stepping on the toes of community sites. He asked the committee to read it over and if something needs to be added back in that isn't an issue.

Other items

The committee unanimously approved the minutes from the meetings on Aug. 6 and 7.

There was a question about class sizes and the challenge it presents in middle and high school science labs. It was suggested that besides using DPI's language that the District consider OSHA's recommendations. An alternate committee member suggested more Skyward training for staff. Gundrum said training tools have been posted online and her department has also retrained staff who have asked. Her team visited each building at least once last year to train and plans to do that quarterly this year. A video has been added that walks people through every step and plan to do more videos this year. Her department is also working with technology to develop an intranet site for employees where training materials would be housed.

Section	Area	Initial Timeline	Change/Comments	HC Mtg
	Sideletter - Teaching Online/virtual Courses			
7.1	Personnel Benefits	BOE August 2014	Small Changes	8/14/2014
4.1	Resolution of Differences	BOE August 2014	Small Changes	8/14/2014
9.6	Classroom Visitation	BOE August 2014	New	8/14/2014
18.1	Terms of Agreement	Delete	Board Policy	8/14/2014
18.2	Impact of Judicial Decisions on status of this Agreement	Delete	Union Agreement Language	8/14/2014
18.3	Contract Binding Signatories.	Delete	Union Agreement Language	8/14/2014
	MOU - 4 Yr kindergarten Program	Delete	No longer needed	8/14/2014
	MOU - Alteration of the work Day - 2011-2013	Delete	No longer needed	8/14/2014

Online Teaching

This section contains some slight changes. Deletions to MEA references have been made and other changes due to changes in state statute for this area have also been made. A few clarification edits have been made and one change to the use of sick leave when a teacher is gone for the entire day has been made.

SIDELETTER 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 offers 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)~~ **and training** as determined by the online/virtual course provider(s) **administrator** 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 **in areas of need**. 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 **teacher** 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, and the teacher, and the MEA. For this purpose, one semester of a given online/virtual course shall be considered to be one course.

7. Teachers who are certified to teach online courses may voluntarily pick up courses on a per enrollment basis for a pre-determined stipend of \$144 per student per semester.
8. 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.
9. 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.~~
10. 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.
11. ~~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. Teachers assigned to online/virtual classes may utilize professional hours if absent for only those periods. In circumstances where a teacher is absent for a full day, a full day of reimbursable leave will be deducted from their available balance.~~
12. 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 **within the parameters of the Acceptable Use Policy of the District.**
13. Teachers assigned to teach online/virtual courses shall be evaluated using the same ~~process that applies to teachers not so assigned~~ **Educator Effectiveness evaluation model.**
14. ~~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.~~

~~15. 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.~~

~~16. This Agreement expires on June 30, 2014~~

FOR THE MEA:

FOR THE DISTRICT

Chris Bauman, President _____ Date _____ Donald Johnson, Superintendent _____ Date

Personnel Benefits:

There is no significant implementation change planned for this section. In an attempt to streamline and align the language for this benefit area, language from the support staff handbook has been shown after the section from the expired Master Contract. In some cases, the teacher specific provisions have been added and are highlighted for review. I believe the new format allows for things to be located easier for all is clearer.

- Full time staff will still receive 80 hours for of RL time and 16 hours for PL time.
- Time will still be used in 15 minute increments as has been the practice.
- PL time can still be banked as it has been.
- PL must be approved by the Building Administrator and there are some limits to use at high sub use time.
- Payout options continue as they were in 2013-14 for RL or PL days.
- Exceptions can still be granted.

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 a time off request within the Employee Access system.~~

~~—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—Teachers shall be allowed to utilize preparation time during the contract day when necessary for medical/dental appointments or other personal errands without deduction of reimbursable leave as long as no instructional time is missed and the Building Principal has pre-approved the time.~~

~~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 up to two (2) unused personal leave at the end of the contract year by written notification to the Employee Services office by the last day of the school year at the rate of \$150.00 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 — A teacher may elect to be compensated for up to three (3) unused reimbursable leave days at the end of the contract year by written notification to the employee services office by the last day of the school year at the rate of \$130.00 per day and the reimbursable leave day(s) will be deducted from the reimbursable leave benefit provided under the reimbursable absence days accumulated by the teacher. In order to be eligible for this requested payment, the teacher must have at least 45 days in their reimbursable leave bank at the time of the request.~~

~~7.1.3.8 — 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) or both 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/those day(s).~~

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.~~

SECTION 7: TIME OFF

7.01 Reimbursable Leave (Sick Leave)

1. Sick Leave Earned: Employees shall receive ten (10) days of reimbursable absence annually.
2. Crediting of Sick Leave: Sick leave, though credited at the beginning of each fiscal year, is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.
3. Part-time Employees: Part-time employees will receive sick leave on a pro-rated basis according to the number of hours they are scheduled to work per day.
4. Sick Leave Use:
 - A. Sick leave shall be paid for any absence from work due to the:
 - 1) Personal illness, injury or serious health condition of the employee;
 - 2) Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a disability as set forth in Wisconsin Administrative Code section PI 11.02(2) and §115.76(5), Stats. (Examples of a disability include: cognitive disability, learning disability, autism, etc.)
 - 3) Employees qualifying for leave under either, or both the Wisconsin Family and Medical Leave Act or the federal Family and Medical Leave Act due to a serious health condition of a spouse, child (regardless of age and where use of sick leave is not otherwise permitted under this section of the Handbook), domestic partner or parent.
 - 4) Medical or dental appointment for the employee and/or an immediate family member that cannot be scheduled outside of the employee's regularly scheduled work hours. Additional time beyond the appointment will be permitted to allow for "reasonable coverage" of the employee's position. For example, it would not be expected that an employee return from an appointment if the appointment is ending during the last hour of the work day.
 - 5) Teachers shall be allowed to utilize preparation time during the contract day when necessary for medical/dental appointments or other personal errands without deduction of reimbursable leave as long as no student contact time is missed and the Building Principal has pre-approved the time.
 - 6) Inconsistency or abuse of sick leave may be investigated by Administration and/or the Director of Employee Services.
 - 7) Special circumstances may be submitted for review to the Director of Employee Services.
5. Sick Leave Accumulation: Sick leave for employees will accumulate to a maximum of 180 days (1,440 hours).
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. 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. All requests will be made through the Skyward Employee Time Off system.

7. Sick Leave and Long Term Disability: In the event an employee becomes eligible for benefits under the District's long term disability insurance program, the employee will no longer receive paid sick leave. Any balance remaining in the bank when disability payments commence will remain for the employee's available use upon return to work.
8. Overused Sick Leave: If an employee were to leave the school system prior to the completion of his/her contract term or the school year for an individual employee and had used all sick leave, a sum equal to the sick leave days used but not earned would be deducted from the remaining pay. Deductions will be based on a proration of the number of days worked within the employment year.
9. Reporting Procedure – Doctor's Certificate: If at all possible, each employee shall be required to inform his/her supervisor prior to his/her normal daily starting time of his/her need to be absent for one of the reasons stated in the above sections. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.
10. Holidays during Sick Leave: In the event that a paid holiday falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.
11. Sick Leave Balance Information: Employees may access their sick leave balances and usage information through the electronic Employee Management System at any time.
12. Unused Sick Leave: A teacher may elect to be compensated for up to three (3) unused reimbursable leave days at the end of the contract year by written notification to the employee services office by the last day of the school year at the rate of \$130.00 per day and the reimbursable leave day(s) will be deducted from the reimbursable leave benefit provided under the reimbursable absence days accumulated by the teacher. In order to be eligible for this requested payment, the teacher must have at least 45 days in their reimbursable leave bank at the time of the request.

[See Appendix M – Skyward Employee Access Basic Instructions & Appendix N – Skyward Time Off Basic Instructions]

7.02 Funeral Leave

1. Funeral Leave for a Death in the Immediate Family: In the event of a death of an immediate family member, the employee will be allowed to use up to five (5) days of sick leave per occurrence. If no sick leave is available, these days will be taken without pay. For leave in this section, immediate family includes that of a spouse, domestic partner, child, parent, grandchild, sibling, step-relatives and in-laws of the same relationship as provided herein of the employee and his or her spouse.
2. Funeral Leave for the Death of an individual Outside of the Immediate Family: In the event of a death of an individual outside of the immediate family, the employee will be allowed to use up to three (3) days of sick leave per occurrence. For leave in this section, individuals may include grandparent, aunt, uncle, nephew or niece, or cousin.
3. Current year teachers and teachers from the previous school year shall be allowed to attend a funeral service during the 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 the above section.
4. In the event of the death of a person not specified elsewhere in this section: An employee may use one (1) day of sick leave per incident for a maximum of two (2) incidents per year.
5. Special circumstances: May be submitted for review to the Director of Employee Services.

7.03 Jury and Witness Duty

Employees who are required to respond to a call for jury duty or who are subpoenaed as a witness in court cases not involving the Employer or for personal court appearances shall be excused from work and the Employer agrees to pay the difference between the jury or witness fees paid the employee (not including monies for mileage, or for Saturday or Sunday jury or witness fees), and the employee's regular daily rate provided:

1. That such employee gives prior notice to the Employer as soon as is practicable;
2. That such employee furnishes the Employer with satisfactory evidence of her/his service on jury duty or as a witness;
3. That such employee reports each day for work for the time not needed as a juror or witness.

7.04 Personal Leave

1. Personal Days Provided: A maximum of two (2) days per year of personal leave will be provided for teaching staff.
2. Reasons for Personal Leave: Personal leave may be used for time away from work to attend to personal business or other reasons deemed by the employee to need time away from work.
3. Personal Leave Day Restrictions: 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. **Personal leave days will be limited to five percent (5%) of the teachers in a building when used to extend a holiday, vacation, or school recess period due to the difficulty of finding substitutes on these days and the impact it can have on student instruction. A personal leave day will not be granted during the first or last week of a semester or on an in-service day. Exceptions to personal leave requests during these periods may be approved by the Superintendent or his/her designee.**
4. Part-time Employees: Part-time employees will receive personal leave on a pro-rated basis according to their FTE percentage.
5. Unused Personal Leave Days: Personal leave days which remain unused at the conclusion of the fiscal year will be allowed to accumulate to a maximum of fifty-six (56) hours for full time staff members. A teacher may elect to be compensated for up to two (2) unused personal leave day(s) at the end of the contract year by written notification to the Employee Services office by the last day of the school year at the rate of \$150.00 per day and the personal leave day(s) will be deducted from the personal leave available balance.

7.06 Religious Holiday

The District will allow absence from work without loss of pay for up to two (2) days for the purpose of observing religious holidays providing the doctrine of the employees religion and the employees religious convictions prohibit the employee from working on such holiday, and further provided that the employee 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 employee. An employee may elect to have one (1) of the available two (2) days be deducted from the employees accumulated sick leave days. In such case, the employee shall not have the obligation to perform compensatory work for that day.

7.07 Skyward and Aesop Automated Systems

The District utilizes electronic systems for tracking time off entries and substitute processing. It is your responsibility as an employee to use the systems correctly. All time off requests should be initiated through an entry for "Time Off" through Skyward.

If a substitute is needed for a Teacher, the entry for “Substitute Needed” should be utilized to complete the entry in the AESOP system for the substitute process to be initiated with Teachers On Call, our contract service provider. All entries for AESOP should be completed no later than 6 am on the day of the absence unless extenuating circumstances exist.

[See Appendix O – Teachers On Call 24/7 AESOP Employee User Notes]

7.08 Holidays

Staff will be allowed three (3) paid holidays which include Labor Day, Thanksgiving Day and Memorial Day.

Resolution of Differences:

This section has been modified to fit together with the Board Grievance Policy.

ARTICLE 4 - RESOLUTION OF DIFFERENCES

- 4.1 ~~The MEA and the Board agree that~~ Differences can best be resolved by the following procedures: ~~as outlined under the Grievance Procedures of the Master Contract.~~
- 1.2 ~~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.~~
- A. When a concern arises for an employee, they should bring the concern to the attention of the Building Administrator in order to discuss the situation and possible alternatives related to the concerns.
 - B. If the concern cannot be resolved at the building level, the concern should be forwarded in writing to a District level administrator most closely aligned to the concern or issue (e.g. Director of Secondary Teaching and Learning for a secondary curriculum concern, Director of Employee Services for a payroll concern, etc.).
 - C. If this concern is still not able to be resolved, the Superintendent will review the situation and address the concern.
 - D. In cases of discipline, discharge or workplace safety violations, the Board Grievance Policy should be followed.

Classroom Visitation:

Classroom and School visitors will follow Administrative Policy 860: Visitors to the Schools. A copy of this policy can be found on the District website but is copied below for easy reference. This policy would not be folded into the Handbook.

ARTICLE 9— MISCELLANEOUS

9.6— 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.~~

VISITORS TO THE SCHOOLS

Procedure

A. Visitors to School

1. *All members of the public, including parents/guardians, volunteers, maintenance/repair representatives, media personnel, salespersons, guest speakers, graduates, senior citizens and Middleton-Cross Plains Area School District employees who are not students or staff of that particular school or facility, shall report to the school office immediately upon entering school property during the posted school building hours on any day in which school is in session to register as a visitor. They shall provide identification to school office staff and state the purpose for which they are entering school property.*
2. *Visitors must register in the school office upon arriving at the school and sign out when leaving the school premises. All visitors shall enter the school through the designated main entrance. Notices shall be displayed prominently at the main entrance to the school indicating that all visitors are required to register in the school office. Visitor badges will be provided and must be worn at all times. Badges shall be returned to the school office when the visitor signs out. Visitors are restricted to designated areas in the school as authorized by the building principal.*
3. *Visitors who request a building tour should arrange for such a visit through the school office. Visitors shall be accompanied by a staff member.*
4. *Persons who fail to register in the school office, fail to identify themselves, fail to state the purpose for which they desire entry upon school property or who enter school property for invalid reasons will be requested to leave school property by the building principal or designee.*

B. Visitors to Classroom

1. *Any classroom visitation request is first referred to the classroom teacher.*
2. *District teachers and administrators recognize that there are times when a classroom visit would not be conducive to learning and/or the presence of a classroom visitor would interfere with the class activity. In those situations, the teacher and visitor together arrange for another time for a visit. Classroom visitations must be mutually agreed upon by the teacher and requesting visitor. In the event that agreement regarding an alternative date cannot be reached, the request should be taken to the principal who will meet with the teacher and visitor to resolve the issue. The District's primary goal is to preserve a safe and uninterrupted learning environment for students.*

The principal has the authority to exclude from the school premises any person who disrupts or who appears likely to become a disruption to the educational program. Any such individual shall be directed to leave the school premises immediately and law enforcement authorities may be called if necessary.

- **Terms of Agreement**
 - **Impact of Judicial Decisions on Status of this Agreement**
 - **Contract Binding Signatories**
- The following sections are related to a union contract and would not be included with a Handbook.

ARTICLE 18-TERMS OF AGREEMENT

~~18.1 This contract shall be in force July 1, 2013 through June 30, 2014.~~

~~18.2 Impact of Judicial Decisions on the status of this Agreement~~

~~18.2.1. In Madison Teachers Inc. et al. v. Walker et al. (Dane County Case No. 11CV3774, dated 9/14/2012), Judge Colas found some provisions of 2011 Wisconsin Act 10 and 32 limiting the collective bargaining rights of municipal employees to be unconstitutional and therefore null and void.~~

~~18.2.2. Should that decision be upheld by the Court of Appeals, in full or in part, and to the extent that it is applicable to the District, either party has the right to invoke collective bargaining over mandatory subjects of bargaining to the extent allowed by law, with the exception of total base wages and items contained in this agreement, for the 2013-2014 contract year.~~

~~18.2.3. Should it be determined by a the Supreme Court or other tribunal of competent jurisdiction that 2011 Wisconsin Act 10 and 32 became effective prior to the parties agreement to a 2013-2014 contract, and if as a result of said decision, the 2013-2014 contract covering pre Act 10 and 32 mandatory subjects of bargaining except for the terms covering total base wages, shall be deemed null and void, then the terms of the 2013-14 Collective Bargaining Agreement covering total base wages will remain in full force and effect without modification to its terms until the expiration date referenced in the 2013-2014 collective bargaining agreement. However, if the Agreement, other than total base wages, 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.~~

~~18.2.4. 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.~~

~~18.2.5. The Board and Association reach the above disclaimer agreement since legal questions remain as to the effective date and applicability of certain provisions contained within 2011 Wisconsin Act 10 and Act 32 due to the Dane County Circuit Court decision, referenced in paragraph 1 above, to void portions of 2011 Wisconsin Act 10 and Act 32 as of September 14, 2012. 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 and Act 32 for agreements reached on or after its effective date.~~

~~18.2.6. The Board and Association further agree that this agreement shall not be deemed to be a modification or renewal of the 2011-2013 collective bargaining agreement as such terms are defined by 2011 Wisconsin Act 10 and Act 32, but rather as a successor agreement to the 2011-2013 collective bargaining agreement on the terms set forth above.~~

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

Agreed to this 25th day of February 2013:

~~FOR THE BOARD OF EDUCATION _____ FOR THE MIDDLETON EDUCATION ASSOCIATION~~

BOARD PRESIDENT

MEA PRESIDENT

MOU Alteration of the Work Day – 2011-2013:

This provision would no longer apply as the practice previously established of working with union representatives to change the work day for various situations.

~~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. ~~With at least two (2) weeks advance notice, the specific alteration of the work day, including changing of assigned letter days, is clearly articulated to the staff members within the building via the building representatives and administration.~~
2. ~~The Building Administrator consults with the MEA building representatives three (3) weeks in advance of the proposed schedule change in order to ensure equity and minimize conflicts.~~
3. ~~In the case of inclement weather, state tournament qualification or other emergency situations, the time frames in #1 and #2 above are waived.~~
4. ~~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.~~
5. ~~The District and the MEA agree that staff is acting in their capacity as employees while engaged in the alternative scheduled activities.~~
6. ~~This agreement shall not establish precedence.~~
7. ~~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 Date Donald Johnson, Superintendent Date

MOU – 4 Year Old Kindergarten Program:

This MOU is no longer necessary based on the establishment of the 4K Program since its implementation.

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

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 established 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 unit 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 District's 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 not 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 any 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, 2014.~~

~~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: _____ FOR THE DISTRICT:

Chris Bauman, President Date Donald Johnson, Superintendent Date