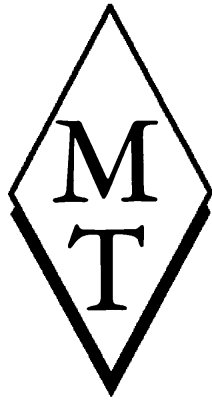


MEQUON-THIENSVILLE SCHOOL DISTRICT

City of Mequon and Village of Thiensville



NEGOTIATED AGREEMENT

between

**Mequon-Thiensville
Board of Education**

and

**Mequon-Thiensville
Education Association (M-TEA)**

July 1, 2009 through June 30, 2011

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ARTICLE I. RECOGNITION

The Board recognizes the Mequon-Thiensville Education Association as the sole bargaining representative for all certified full-time and regular part-time teachers (excluding administrators, supervisors, substitute teachers, psychologists, social workers, and non-instructional personnel) for the purposes of collective bargaining.

ARTICLE II. SALARY AND OTHER PAY PROVISIONS

- A. **Base Salary** – The base salary (the beginning salary for a teacher with no experience and a bachelor’s degree) is \$37,584 for the 2009-10 school year and \$38,336 for the 2010-11 school year.
- B. **Salary Schedule** – The salary schedules for 2009-10 and 2010-11 are attached to and made part of this Agreement.
- C. **Extra Pay Provisions** - The duties related to the provisions in this section and sections D-E of this article, shall be offered to bargaining unit employees provided that they have the experience and competence to perform them before being offered to non-bargaining unit personnel who did not perform the same duties during the prior school year.

1. High School Positions	09-10	10-11
Head Boys’ Cross Country.....	3,567	3,567
Assistant.....	2,523	2,523
 Head Girls’ Cross Country.....	 3,567	 3,567
Assistant.....	2,523	2,523
 Head Football.....	 3,567	 3,700
Assistant	2,523	2,523
 Head Boys’ Basketball.....	 3,567	 3,700
Assistant	2,523	2,523
 Head Girls’ Basketball.....	 3,567	 3,700
Assistant	2,523	2,523
 Head Wrestling	 3,567	 3,700
Assistant	2,523	2,523
 Head Boys’ Track	 3,567	 3,700
Assistant	2,523	2,523
 Head Girls’ Track.....	 3,567	 3,700
Assistant	2,523	2,523
 Head Baseball	 3,567	 3,700
Assistant	2,523	2,523
 Head Boys’ Swimming	 3,567	 3,700
Assistant	2,523	2,523

	<i>09-10</i>	<i>10-11</i>
Head Girls' Swimming	3,567	3,700
Assistant	2,523	2,523
Head Hockey	3,567	3,700
Assistant	2,523	2,523
Head Boys' Gymnastics	3,567	3,700
Assistant	2,523	2,523
Head Girls' Gymnastics	3,567	3,700
Assistant	2,523	2,523
Head Boys' Volleyball	2,762	2,895
Assistant	2,054	2,054
Head Girls' Volleyball	2,762	2,895
Assistant	2,054	2,054
Head Girls' Softball	3,567	3,700
Assistant	2,523	2,523
Head Boys' Soccer	3,567	3,567
Assistant	2,523	2,523
Head Girls' Soccer	3,567	3,567
Assistant	2,523	2,523
Head Boys' Tennis	2,762	3,000
Assistant	2,054	2,054
Head Girls' Tennis	2,762	3,000
Assistant	2,054	2,054
Head Boys' Golf	2,762	2,895
Assistant	2,054	2,054
Head Girls' Golf	2,762	2,895
Assistant	2,054	2,054
Head Debate	3,567	3,567
Assistant	1,784	1,784
Head Forensics	3,567	3,567
Assistant	1,784	1,784
Cable TV Coordinator	3,567	3,567

	<i>09-10</i>	<i>10-11</i>
Fall Play Stage Director	1,843	1,950
Technical Director.....	1,260	1,260
Technical Assistant Director.....	525	525
Production Manager.....	263	525
Spring Play Stage Director.....	1,843	1,950
Technical Director.....	1,260	1,260
Technical Assistant Director.....	525	525
Production Manager.....	263	525
Student Council Advisor.....	2,122	2,500
Assistant	1,414	1,414
Band Director.....	1,650	2,500
Associate Director.....	1,650	1,650
Orchestra Director.....	1,650	2,500
Musical Theater Productions:		
Music Director	1,660	1,800
Stage Director	1,660	1,800
Assistant Stage Director.....	788	788
Production Manager.....	525	575
Technical Director.....	1,365	1,650
Orchestra Director.....	1,050	1,050
Choreographer.....	1,155	1,650
Sound Technician.....	525	575
Rehearsal Pianist.....	525	575
Costumes.....	525	1,000
Makeup	105	105
Auditorium Technical Director.....	1,650	1,650
Assistant	942	942
Stage Crew Advisor	1,650	1,800
Assistant.....	942	942
Vocal Music	1,650	2,500
Assistant	942	942
Fall Cheerleader Advisor	1,650	1,780
Assistant	942	942
Winter Cheerleader Advisor	1,650	1,780
Assistant.....	942	942

	<i>09-10</i>	<i>10-11</i>
Synchronized Swimming Advisor	1,683	1,683
One-Act Play Director.....	1,514	1,514
High School Dance Advisor	2,728	3,000
Ski Race Team	1,145	2,500
Boys' Intramurals.....	807	807
Prom Chairperson	807	807
Yearbook Advisor	2,930	3,100
Yearbook Assistant	2,054	2,054
Newspaper Advisor.....	1,650	2,500
Academic Decathlon.....	1,145	1,145
Borealis Advisor	322	1,000
Variety Show Director	368	525
Variety Show Assistant Director.....	315	315

2. K-8 Positions

Boys' Basketball	2,154	2,154
Girls' Basketball	2,154	2,154
Wrestling.....	2,154	2,154
Boys' Track.....	1,616	1,616
Girls' Track.....	1,616	1,616
Boys' Cross Country.....	1,616	1,616
Girls' Cross Country.....	1,616	1,616
Boys' Volleyball	1,077	1,077
Girls' Volleyball	1,077	1,077
Boys' Softball	1,077	1,077
Girls' Softball.....	1,077	1,077
Intramurals:		
Boys' Basketball	606	800
Girls' Basketball	606	800
Boys' Volleyball	606	800
Girls' Volleyball	606	800
Boys' Softball	606	800
Girls' Softball.....	606	800
Boys' Flag Football.....	606	800
Boys' Archery	606	800
Girls' Archery	606	800
Science Fair Director (plus two days' release time)	269	269
Assistant	203	203
Art Fair Director.....	269	269
Hobby Fair Director	269	269
Variety Show Director	269	269

	09-10	10-11
Activities Coordinator.....	2,468	2,468
Outdoor Activities Coordinator (2).....	705	705
Student Council Advisor.....	606	606
Olympics of the Mind	705	705
Math Counts.....	705	705
Newspaper.....	403	403
Yearbook.....	403	650
Middle School Cheerleader Advisor.....	807	807
Middle School Pom Pon Advisor	807	807
K-8 Directors of Band, Strings and Vocal Music	807	1,100
Art Show	352	352
Club Advisor.....	369	369
Forensic Advisor.....	1,575	1,575
Middle School Outdoor Education:		
(3:30 p.m.- 6:00 p.m.)	27	27
(6:00 p.m.-10:00 p.m.).....	40	40
(10:00 p.m.- overnight).....	65	65

D. Occasional Duties

Hourly rate for occasional duties:

If continuation of school day.....	12.13	12.13
If not continuation of school day (evenings and Saturday).....	12.81	12.81
Clock Operations		
Announcers		
Scorebook/Scorers		
Ticket takers/Sellers		
Event Supervisor		
Chain gang (football) high school varsity		
Statistics (football) high school varsity		
Videographer (football) high school varsity		
Track/Cross Country meet worker		
Hockey Penalty Box Supervisor		
Staff development instructors (per credit)	72.00	72.00
10 hours = 1 credit....plus (per hour of instruction).....	38.00	38.00

Department Head (high school) - compensation to be determined for department head as follows:

Department of 1-10 members	at 4.5% of base salary
Department of 11 on up	
or	
Multi-area departments	at 5.5% of base salary

A multi-area department is a department which has been combined with other unrelated content areas. This department is headed by one person.

Where practicable, the load of the department head will be reduced and/or up to 5 days' release time per year for special departmental projects may be granted with the approval of the superintendent.

	<i>09-10</i>	<i>10-11</i>
Curriculum committee chair	971.00	971.00

Noon hour (K-8) - the duration of the noon hour is the entire lunch/recess time. The noon hour may be adjusted or prorated for split or shared duties	15.28	15.28
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A certified staff member may be requested on a voluntary basis by his/her administrator during that staff member's preparation time to substitute for another certified staff member. A staff member requested to perform such duty will be paid at the rate of (per clock hour).....	21.00	21.00
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If the administration deems it appropriate to hire teachers to work as site (building) web masters, they will be paid at the current curriculum rate. These teachers will work under the direction of the District Instructional Technology Coordinator with approval from the Superintendent. The hours of work and web development activities will be pre-approved by the District Instructional Technology Coordinator with approval from the Superintendent. The actual number of web masters involved along with the time spent for each building site will vary based on the building/District needs each year. Each year the District Instructional Technology Coordinator will prepare a report, if requested by the Superintendent, indicating the names of participants, hours allocated and a description of projects completed.

E. *Driver Education - Behind-the-Wheel*

Saturday, vacation and summer (per hour)	20.00	20.00
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F. *Employment Beyond Regular School Year*

Summer school teacher -

Teaching of all summer school courses is to be compensated on a prorated daily contract rate based on number of contract periods and standardized requirements of planning and preparation.

Daily contract rate is based on the next year's contract and is prorated as follows:

$$4 \text{ teaching periods} + 1 \text{ preparation} = 5/8$$

$$2 \text{ teaching periods} + 1 \text{ preparation} = 3/8$$

Extended employment other than summer school teaching -

All extended employment other than summer school teaching must be requested by application and will be reviewed and determined on an annual basis as to type and length of position/project and type of pay (prorated contract or hourly rate). Positions and projects which are comparable to school year positions will be paid on a prorated contract basis; positions and projects not comparable to school year positions (i.e., curriculum work, special projects in a department, tasks unique to a vacation period, etc.) will be compensated at an hourly rate of \$18.50 per hour.

G. *Special Education Additional Compensation*

Exceptional educational needs teachers shall receive up to two days release time each year to write Individualized Educational Plans (IEP).

H. *Hiring Policies Re: Teachers Entering MEQUON-THIENSVILLE SCHOOL DISTRICT*

Effective July 1, 1973, and pertaining to teachers new to the system after that date, teachers will be placed on the salary schedule as follows:

1. Each new teacher will be placed in the proper credit column which the salary schedule contains. The hiring official will be responsible for evaluating the applicant's credits in terms of proper placement (BA, BA+10, MA, etc.). It is assumed that the applicant accepts such evaluation when he signs his contract.
2. Each new teacher will be placed in the experience step commensurate with actual experience except the Board in its discretion may place a teacher up to two steps beyond the actual experience step; however, in such cases, M-TEA will be notified. Inexperienced teachers will be placed at the first step on the experience scale, except that in unusual cases, experience may be granted for non-teaching activity pertinent to the teacher's contribution to students (e.g., hospital dietician experience for a home economics teacher, printing shop experience for a graphic arts teacher, institutional experience for a special education teacher, etc.).

I. *Discretion of the Board*

The Board of Education shall have the right to recognize merit and pay beyond the maximum salary plan. Likewise, the Board may add to the adopted salary schedule in an emergency or for reasons beneficial to the best interests of the school.

J. *Payment for Extra Services*

Any amount earned over \$100 will be taxed at the minimum legal rate.

K. *High School Independent Study Program*

As long as the High School Independent Study Program is offered as a course option for students, a teacher assigned to teach in the Program will be relieved of his/her supervisor duty during the semester in which the independent study responsibility is carried out. If the high school principal determines a teacher involved in the Independent Study Program is to be assigned supervisory duty and the duty is performed, that teacher will be compensated at the rate of \$18.50 per day during the semester of involvement as an independent study teacher. A teacher involved in the Independent Study Program both semesters will be compensated for the second semester of involvement at the rate of \$18.50 per day. The level of compensation will be the same whether the teacher has one or more than one independent study student enrolled during any semester.

ARTICLE III. FRINGE BENEFITS

- A. **Teacher Retirement** - The District will pay up to 6.4 percent of the teacher's salary toward the teacher's mandatory state teacher retirement contribution.
- B. **Hospital and Medical Insurance** – For the 2009-10 school year, the District will provide the WEA Trust Preferred 1 health insurance plan with a \$100/\$200 network deductible; \$0 network office visit co-payment/\$10 non-network office co-payment/\$10 urgent care co-payment/\$25 emergency room co-payment; \$5/\$10/\$25 drug plan; and a \$2 million benefit maximum, or equivalent. Effective July 1, 2010, the District will provide the WEA Trust Preferred 1 health insurance plan with a \$100/\$200 network deductible; \$0 network office visit co-payment/\$10 non-network office visit co-payment/\$10 urgent care co-payment/\$150 emergency room co-payment; \$0/\$5/\$20/\$40 Value Choice drug plan; and a \$2 million benefit maximum, or equivalent.

For 2009-10, teachers will pay \$85.38/month for a family plan and \$37.61/month for a single plan. Effective July 1, 2010, teachers will pay \$86.87/month for a family plan and \$38.35/month for a single plan. These premium contributions will be made through payroll deductions and, if and as permitted by law, paid through the District's Section 125 Plan. Former teachers with at least 10 years in the District may stay in the group plan by paying their own premiums, subject to the terms of the severance package.

- C. **Long-Term Disability Insurance** - The District will provide long-term disability insurance for each teacher, the plan to provide for protection at the end of 60 calendar days or the expiration of the teacher's sick leave (whichever is longer). The plan shall provide for payment of 90 percent of salary to a maximum of \$8,500 per month.

Any employee eligible for long-term disability who has used up his or her sick leave but has not satisfied the waiting period shall have health, dental and life insurance premiums paid in full by the District until the end of the waiting period.

The District will also permit the optional income protection insurance presently carried by approximately 17 people to remain in force for those people, the teacher paying the entire premium through payroll deduction.

- D. **Life Insurance** - The District will provide a minimum of \$10,000 of group life insurance for each teacher at district expense. Teachers with schedule salaries in excess of \$10,000 will be provided insurance amount equal to salary, rounded upward to the next \$1,000. The optional group life insurance through Minnesota Mutual (state insurance plan) will be continued.
- E. **Dental Insurance** - The District will provide a dental insurance plan for all teachers and their families at district expense. The benefit levels shall be those in effect during the 2006-07 school year. Former teachers with at least 10 years in the school district may stay in the group plan by paying their own premiums, subject to the terms of the severance program.

- F. **Long-Term Care Insurance** – Members will have the option, at their expense, to voluntarily purchase long-term care insurance, through the District’s Section 125 Plan if and as permitted by law, from a single carrier, mutually agreeable to the Board and the M-TEA, willing to offer optional group coverage.
- G. **Liability Insurance** - The District will provide liability insurance for teachers during the course of their duties. Current liability insurance coverage includes:
1. **Limits** - \$1,000,000 single limit for bodily injury, personal injury and property damage.
 2. **Umbrella** - In addition to the above, there is a \$5,000,000 umbrella policy to cover unusual suits beyond the above limits.
 3. **Protection** - The comprehensive general liability policy is designed to provide protection for bodily injuries or property damage caused by the negligence of school district employees while in performance of their duties. This includes teachers. It includes such things as pupil injuries due to teacher negligence, personal injury to others due to teacher negligence, liability in the event of corporal punishment, etc. It also covers libel, slander, defamation, violation of right of privacy, wrongful entry, etc. It covers school vehicles driven by teachers as well as teacher cars used while furthering the business of the school district. (In the case of teacher cars, the teacher’s own car insurance must assume primary coverage first.) In summary, it covers all district employees for negligent acts while engaged in school duties or business.
- H. **Tax-Deferred Annuities** - The District will make tax-deferred annuities available to the teachers, with choice of company optional with the employee whose salary is being tax-deferred.
- I. **Sick Leave** - Shall be 10 days per year, accumulative to 100 days. After the teacher has accumulated 100 days, he may use his current 10 days without disturbing his 100 days’ accumulation. Teachers are to be notified on an annual basis as to their amount of accumulated sick leave. Sick leave is defined as time away from work during the school year because of personal illness of the teacher or his/her minor child living in the same household, and in cases of pregnancy or complications arising therefrom, sick leave shall be granted for that period not to exceed current and accumulated days of sick leave, during which the teacher remains unable to work, as certified by her physician, provided she has worked until the date certified as the beginning of her period of disability.

Annually and during the period May 15-31, teachers may donate up to ten (10) days to a sick leave bank by notifying the superintendent or his designee in writing. Any days donated to the sick leave bank will be permanently removed from the donating teacher’s accumulated sick leave day total and will remain in the sick leave bank until used. Sick leave bank days will only be made available to a teacher suffering from a catastrophic illness or injury, who has exhausted his or her own accumulated sick leave, and who has not yet satisfied the waiting period for long-term disability. The sick leave bank is intended to serve as at least a partial bridge to disability benefits. To be eligible, the teacher’s catastrophic illness or injury must, as soon as practicable, be established and confirmed in writing by a qualified physician. The teacher’s request must be

approved in writing by the M-TEA and then must also be approved by the superintendent or his designee. An eligible and qualifying teacher may withdraw up to 20 sick days per catastrophic illness or injury, and no more than 20 sick days in any twelve (12) month period, from the sick leave bank. Annually and on or about July 1, the District will provide the M-TEA with a detailed report containing the number of sick leave days donated, by whom, and the total days available in the sick leave bank.

J. ***Emergency Leave*** - Shall be five days per year with all days to be accounted for. Emergency leave will be granted for reasons discussed with the administration before leave is taken. The requirement that the emergency leave be requested in advance will be waived in those circumstances where the absence is caused by sudden emergency or when advance request is not possible. In such situations, the teacher must make the request for approval to the administration on the day the teacher returns to duty. After the first five years of employment in the District, emergency may be extended to six days at discretion of central administration in individual cases.

K. ***Personal Leave*** - Shall be one day per year for professional staff under the following conditions.

The staff member must notify his/her administrator that the personal day will be taken at least 24 hours prior to the leave day.

The number of staff members allowed to take a personal leave day will be limited to twelve (12) district-wide on any given day. On certain days when other school and district activities are scheduled, personal leave will be limited to five (5) district-wide at the discretion of the superintendent. Leave requests will be granted on a first-come, first-served basis.

Personal leave days will not be granted during the first or last week of the school year or on days when in-service and/or staff development programs are scheduled. Teachers will be permitted to take personal leave on days immediately preceding or following a holiday or other vacation, provided leaves on such days are limited to five (5) district-wide. The administration shall establish a date by which written requests for such personal leave days must be submitted. If more than five (5) teachers submit requests for personal leave on a day immediately preceding or following a holiday or other vacation period, the five (5) staff members permitted to take personal leave on such day will be chosen by lot.

Personal days may not be carried over.

L. ***Leaves of Absence*** - The Board may, in its sole discretion and without setting any precedent, grant leaves of absence without pay and not to exceed one year, including maternity leave, and job exploration outside of education, such leave to be granted on an individual basis in terms of tenure in the system, purpose, effect on interim staffing, etc. The initial request shall be submitted to the building principal who will forward it to central administration for consultation on a recommendation to the Board. A teacher who is on leave must give written notice to the Administration on or before March 15 of the year in which the leave expires that the teacher will accept a teaching contract for the ensuing year; failure to give such notice will be deemed a

resignation by the teacher of his or her position with the school district. Notification of this requirement will be provided with the notification of approval for the leave of absence.

- M. ***Child-Rearing Leave*** - The Board may, in its sole discretion and without setting any precedent, grant leaves of absence without pay and not to exceed one year for the purpose of child rearing leave. A teacher may apply for two such leaves in consecutive years. Any request shall be submitted to the building principal who will forward it with the principal's recommendation to the superintendent. The superintendent will then formulate a recommendation to the Board.

Request for child-rearing leave must be made prior to June 15. Child-rearing leave will be granted only for the total instructional year and not for any fraction thereof. A teacher who is on child-rearing leave must give written notice to the administration on or before February 1 of the year in which the leave expires that the teacher will accept a teaching contract for the ensuing year. Failure to give such notice will be deemed a resignation by the teacher of his/her teaching position with the school district.

N. ***Sabbatical Leave***

1. The sabbatical leave will consist of one academic year and may be granted for one of the following reasons:
 - a. graduate education either in his subject field or a related field,
 - b. graduate education relating to educational research,
 - c. graduate education to acquire a higher degree.
2. Any faculty member who has taught in the District for four years may apply for a sabbatical leave.
3. The percentage of the faculty which would be granted a sabbatical leave at any one time will not exceed three percent of the total faculty.
4. Any person receiving sabbatical leave will be given one year's experience credit on the salary schedule. The individual will have the right to participate in the group insurance benefits as long as the individual assumes full premiums.
5. Any person granted a sabbatical leave will agree in writing to return to the District for a minimum of one academic year after completing the sabbatical. Upon mutual consent of the parties concerned and pursuant to the Wisconsin teacher contract laws, this agreement may be waived.
6. Criteria for judging applications for a sabbatical leave shall be determined by a joint faculty-board committee consisting of the superintendent, principal, applicant's department chairperson, M-TEA president, and the school board director or his representative.

- a. In the event a department chairperson is applying, the principal shall appoint another department chairperson to the committee.
- b. In the event the M-TEA president is an applicant, the M-TEA vice-president shall sit on the committee.
- c. At the elementary and middle school level, the principal shall appoint another teacher to the committee in lieu of a department chairperson.

7. Procedure for applying for a sabbatical leave:

- a. A written request shall be submitted to the superintendent on or before March 15 of any given year, stating:
 - 1. reasons for the request
 - 2. nature and content of the proposed study pursued
 - 3. how this leave will benefit both the individual and the students.
- b. The superintendent will call the evaluating committee into session to consider the request.
- c. The committee will interview all applicants and will make final recommendations to the Board on all candidates, regarding the granting of sabbatical leave.
- d. The superintendent and the Board will inform the applicants of the action taken.
- e. Enforcement of these time lines may be waived by the mutual consent of the Board and the M-TEA.

O. ***Unpaid Leave of Short Duration*** - May be granted to professional employees who have completed at least 3 years of service to the school district. The following guidelines are established for the applicant:

- 1. Initial request for leave must be submitted to the building principal in writing at least 10 school days prior to the time of leave. This written request shall state reason for requested leave.
- 2. Leave is limited to 5 school days and will be non-cumulative per school year.
- 3. Decision of request shall be made jointly by the building principal and the district administrator. The decision for approval or denial shall be made within 5 school days upon receipt of request, and sooner if practicable.

P. ***Jury Duty*** - Any teacher called for jury duty shall receive full salary for all time actually spent in such service provided that all fees received for such service (exclusive of mileage) are paid over to the District.

Q. **Severance** - Severance benefits shall be available to eligible bargaining unit members who retire at age 55 or older. An application for benefits under this provision shall be granted if by January 15 of the year the retirement is to be effective, the member has notified the superintendent of the District regarding his or her intention to retire. The retirement shall be effective at the end of the teacher's contract year. To be eligible for this benefit, a member must have the equivalent of 20 years of full-time experience with the District.

The member's age is defined as his or her age as of the first teacher day of the year in which retirement becomes effective.

The severance benefit shall be a payment of \$20,000, paid, as a lump sum or in up to five equal annual payments at the member's option, to the member's WEAIT Tax Shelter Annuity [403(b)] if and as permitted by law. Payments will be made on the first business day following July 1 of each school year. In addition, the District will pay premiums at no more than the rates in effect for the first year after retirement for the retired member's health, dental, and life insurance until age 65. Any increases in premium which occur in succeeding years will be the responsibility of the member if he or she wishes to continue the insurance coverage.

Retirees who are eligible for full family coverage under the District's hospital and medical insurance (and who can demonstrate they have other family health insurance coverage) may elect to either be provided with the District's hospital and medical insurance or to receive additional payment of cash compensation with such payments being equivalent to the annual single health premium at the time of retirement. This cash in lieu of insurance will, if and as permitted by law, be paid through the Section 125 plan. Payments will be paid semi-monthly for the period of time the former teacher would have been eligible for full family coverage.

In the event of the death of a retired member prior to the age of 65, the District will provide the full benefit that would have been provided to the member prior to age 65 to the surviving spouse of the member. In the event there is not a surviving spouse, any cash benefit still due the member will be paid to his or her estate.

Neither the Association nor its officers, agents, members or affiliates shall, directly or indirectly, solicit, sponsor, induce, encourage or otherwise advance or support any suit, claim, demand or cause of action by any person, agency or entity challenging the validity or lawfulness of this provision in any legal forum or pursuant to the grievance procedure of this Agreement. In the event this provision is violated, the defense and indemnification obligations set forth below shall be null and void.

The District shall defend and indemnify the Association for any damages, costs and attorneys fees finally adjudicated against it in any lawsuit challenging the validity or lawfulness of this Article under the Age Discrimination in Employment Act, provided; however, that the Association shall promptly tender defense of such action to the District and its attorneys and provided that the Association shall cooperate fully in the defense of such action by the District. If a conflict of interest arises between the District and the Association in the defense of any such

lawsuit, the Association may elect, at its own cost and expense, to retain separate counsel to defend its interests.

- R. **Section 125 Plan** - Bargaining unit members who are eligible for coverage under the District's hospital and medical insurance and who can demonstrate they have other health insurance coverage may elect through the Section 125 cafeteria plan either to be provided with the District's hospital and medical insurance as described in Article III, B. or to receive an additional payment of cash compensation, with such payments being equivalent to the single health premium.

The total difference in cost between the family health premium and the amount paid to bargaining unit members who elect to receive an additional payment of cash compensation in lieu of the District's hospital and medical insurance will be calculated and applied to the 2007-08 and 2008-09 salary schedule pursuant to the salary schedule index. If the District incurs any cost for the administration of this plan, that amount will be deducted from the amount available to apply to the salary schedule.

To the extent consistent with the cafeteria plan rules under I.R.S. Code Section 125 regarding changes in family status and other coverage changes, employees who choose the additional payments of cash compensation described above shall be able to enroll in the District's health plan at a later date pursuant to the carrier's late enrollment terms, timelines, and conditions of reentry.

It shall be the responsibility of the employee to pay the employee portion of the employment taxes and the District's responsibility to pay the employer portion of the employment taxes which may be imposed upon any additional cash payments paid to the employee under the cafeteria plan, including, by way of illustration and not limitation, Social Security and Medicare taxes.

ARTICLE IV. MISCELLANEOUS ITEMS

A. *Policy Re: following:*

1. *Change of salary status*

- a. *Additional credits or degrees* - the teacher shall change position on the salary schedule (due to additional credits or degrees) in September or January of each teaching year. All approved graduate or undergraduate credits will count toward advancement on the salary schedule. Teachers requesting approval of credits must submit the request to their principal on the appropriate form prior to enrolling. The superintendent will indicate approval or disapproval no later than two weeks after the form is submitted to the principal.
- b. *Work experience* - The teacher shall change position on the salary schedule (due to credit for work experience) only in September of each teaching year. Teachers requesting approval of work experience as credit toward change of salary status must submit their request and proposal to their principal prior to May 15. The superintendent will indicate approval or disapproval by June 1. In order to qualify for change of status under this section, the following criteria must be met:

1. The work experience must be approved in advance.
 2. Eligibility is limited specifically to teachers in the industrial arts, home economics and business education departments, or teachers in any other field in which Capstone programs may be operating in Mequon-Thiensville School District or in which work experience is a Department of Public Instruction requirement for teaching.
 3. The work experience must be applicable to meeting State of Wisconsin requirements for vocational certification, or to be post-certification work experience in the teacher's vocationally certified field.
 4. Each 100 hours worked would be counted as one credit toward advancement on the salary schedule.
 5. A maximum of four credits may be earned each summer. Work during the regular academic year shall not count.
 6. The teacher must submit verification of hours worked to the superintendent (such as pay check stubs, letter from payroll office, etc.).
2. *Military service* - A teacher who leaves to enter military service will receive credit for one year of teaching experience for such service when he/she returns, and is placed on the District salary schedule again.

3. **Normal work load**

- a. **High school** - The normal school day is defined as having seven periods of which one is a preparation period. Of the remaining six periods, 5½ are currently assigned as contact periods with the one-half period normally to be a supervisory assignment such as noon duty, hall monitor or study hall. The teacher is to work an approximate eight hour day.
- b. **Elementary** - The teacher is to work an approximate eight hour day. All classroom teachers are to have five preparation periods per week. Other teachers with unique schedules will have equivalent periods except in unusual circumstances.

4. **Holidays** - The Wisconsin statutes define the holidays which are legal holidays and the State Department of Public Instruction provides guidelines as to which ones are to be included in the determination of the school year.

5. **Teacher pay checks** - The Board has the option of using a checkless payroll system, or a regular check system, as economics may dictate.

An alternative to receiving 24 installments is to receive 20 installments each to be at ½²⁰ annual salary, the first check on or about September 1 and subsequent checks on or about the 15th and the 1st of each month (teachers employed for longer than 9½ months may need different arrangements). The 20th check will be paid on or about June 15th. In order for a teacher to change from a 20 payment installment to a 24 payment installment **OR** from a 24 to 20 payment plan, the business office must be notified in writing no later than June 1 for the change to be effected for the following year. Once a change in pay plan has been selected for the following school year, the teacher will not be able to change it during the course of that school year.

6. **Members of the staff who are required to travel between schools** during the course of the school day will be compensated at the highest rate per mile for such travel allowable by the Internal Revenue Service as a deduction for income tax purposes. This will be the basis for determining lump-sum travel payments. Effective for the 2010-11 school year, the District will provide a \$150 stipend per semester for traveling teachers.

7. **Dues deduction** - The Board, upon receipt of a proper authorization card, shall deduct association dues in eighteen (18) installments, commencing September 15, from the payroll checks of each teacher so authorizing the deduction in an amount certified by the treasurer of the M-TEA. Such dues authorization card shall be terminable by at least the end of any year of its life or earlier by the teacher giving at least thirty (30) days' written notice of such termination to the Board and to the Association. The Board shall forward the amounts deducted under this article to the treasurer of the Association within fourteen calendar days of the pay date on which such deduction was made. Dues deduction shall become effective two pay periods after filing with the Board.

Changes in dues amounts to be deducted shall be certified by the association at least four (4) weeks before the start of the pay period in which the increased deduction is to be effective. Teachers leaving the employment of the school district before the end of the school year and

teachers employed only for the second semester shall have the balance of dues, which they owe at the end of their employment, deducted from their final paycheck.

For the 2009-11 contract year, within ten (10) days of a voluntary settlement or an arbitration award, the M-TEA treasurer shall certify to the Board, by providing proper dues authorization cards, the names of all members of the Mequon-Thiensville Education Association together with the amount that each member owes in dues as of that date. These remaining dues amounts shall be deducted from the association member's retroactive pay and shall be forwarded to the treasurer within fourteen calendar days of the pay date on which the deduction was made.

8. *Fair Share*

- a. As the exclusive bargaining representative, the association will represent all teachers, members, and non-members, fairly and equally, and teachers who do not pay association dues, as provided in this article under ***Dues Deduction*** shall be required under this Fair Share agreement to pay the amount certified by the M-TEA as the proportionate share of the cost of the collective bargaining process and contract administration. The Board agrees that it will deduct from the earnings of all teachers in the bargaining unit the amount certified by the Association as the proportionate share of the collective bargaining process and contract administration. This Fair Share amount shall be deducted in eighteen equal installments, at the same time and in the same manner as the dues as set forth under ***Dues Deduction*** in this article, from the payroll checks of each teacher, whether or not the teacher is employed for the entire year as described under ***Dues Deduction*** in this article. Changes in the amount required to be deducted shall be accompanied by a certification from the M-TEA that the new amount is, in fact, the proportionate share of the cost of the collective bargaining process and contract administration. Such changes will be made effective with the first month following receipt of such revised certification.

For the 2009-11 contract year, within ten (10) days of a voluntary settlement or arbitration award, the M-TEA treasurer shall certify to the Board, by providing proper dues authorization cards, the names of all remaining members of the bargaining unit who are not members of the Association, together with the Fair Share amount that each of these members owes as of that date. These Fair Share amounts, as defined above, shall be deducted from each of these bargaining unit member's retroactive pay, and shall be forwarded to the treasurer within fourteen calendar days of the pay date on which such deduction was made.

- b. The Board shall not be required to forward any amounts to the Association under this Fair Share agreement for teachers otherwise covered who are on leave of absence or other status in which they receive no pay for the pay period normally used by the Board to make such deductions. The Board shall provide the Association with a list of teachers from whom Fair Share deductions are made with each monthly remittance to the Association.

- c. ***Indemnification and hold-harmless provision:*** The collective bargaining representative shall indemnify and save the district harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of, or by reasons of, actions taken or not taken by the District under this section, including but not limited to, indemnification in the event the provisions of the Fair Share agreement are challenged before a court or administrative body, in which case the M-TEA agrees to indemnify the District in full, including any and all costs or interest which may be a part of such order of judgment, for all sums which the District is determined to be liable, provided that the defense of any such claims, demands, suits, or other forms of liability shall be under the control of the M-TEA and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceeding challenging the application or interpretation of this Fair Share agreement through representatives of its own choosing and its own expense.

B. ***Visitation Days*** - A proposed teacher visitation must include the following:

1. A proposed visitation to school by a teacher must be of value to the teacher's instructional program. The principal must approve this proposal.
2. The principal, in cooperation with the teacher, shall arrange for the visitation with the administrator of the school to be visited.
3. A short written report shall be made by the teacher to the administrator concerning the visitation. This report shall be made within a reasonable time following the visit.

C. ***Other***

1. ***School calendar*** - Shall be agreed upon by the Board and administration after consultation with the M-TEA. This includes: 181 student days, at least 175 of which shall be full days and, at the discretion of the Board, may include up to 6 days on which students are released early; 7 days for in-service; and, 2 holidays. Activities for teachers and other staff on any early release days will be planned by the administration in consultation with the District Curriculum Council.
2. ***Fair dismissal procedure*** - (See page 24) - The Board agrees to notify teachers by February 1 if they are not to be rehired. This February 1 date refers to the preliminary notice.
3. ***Grievance procedure*** - (See page 25)
4. ***Layoff policy***
 - a. ***Procedure*** - In the event a reduction in the certified instructional staff is required, the superintendent shall submit a plan for accomplishing such reduction to the Board of Education for its consideration, possible modification, and approval. The plan shall establish the following categories within which positions are to be reduced: K-8; 9-12 (by subject area); 7-12 world language; and, special subject areas such as music, art, vocational education, physical education and special education which shall constitute a

K-12 category, within which positions are to be reduced. By April 15, and before presenting the plan to the Board, the superintendent shall meet with the chairman of the Professional Rights and Responsibilities Committee, the president and vice president of the M-TEA to discuss the provisions and the implementation of the plan.

In the event the Board adopts a staffing plan calling for the implementation of a reduction in staff by means of layoff, the superintendent shall provide written notice to any staff member subject to layoff not later than June 1 of any school year preceding the layoff.

Within each category in which staff reductions are required, teachers shall be laid off according to seniority. For purposes of determining seniority, staff members teaching less than a full load shall receive experience credit on a pro-rated basis for each part-time teaching year in the District. Resignation shall break continuity. The date of signing of the contract during the summer months (prior to the first day of school) will not be a factor in determining seniority.

In the event that layoffs become necessary and two or more teachers have the same seniority, the following factors shall be used in the order listed to determine which teachers shall be laid off:

1. total teaching experience
 2. academic preparation
 3. extra assignments performed outside the school day
 4. ability and performance as evaluated by supervisory personnel
- b. **Recall rights** - Any staff member laid off pursuant to the foregoing procedure shall have the right to be recalled (in the inverse order of layoff) to any position for which he or she is or may become qualified by way of certification and experience for two years from the effective date of the layoff. Recall rights are terminated when a job offer of comparable or greater hours/allocation is refused or after two years lay-off status, whichever occurs first.
- c. **Benefits** - Any staff member re-employed by exercise of his or her recall rights shall be placed on the salary schedule at the next step beyond that at which he or she was laid off. In the event a laid off staff member is employed full time in another district, he or she shall be entitled to credit on the salary schedule for that teaching experience; salary schedule credit shall be given for any approved additional training acquired during the layoff period. Teachers who are on layoff status shall be given preference for substitute positions for which they are qualified. No new or substitute appointments may be made while there are staff members on layoff status having recall rights, who are qualified to fill such positions.
- d. **Seniority list** - Seniority of teachers in the District as of October 1 of each school year shall be made available to the M-TEA and the teachers in the District on or before December 1st of the school year.

5. *Transfer policy*

- a. On or before May 1, the administration shall notify the staff of all positions which it tentatively anticipates filling during the subsequent school year by transfer. Such notice shall be provided by posting in each school building. This notice shall not be deemed to limit the administration or the Board in any way from making other transfers or to require that transfers be made in accordance with the notice.
 - b. Teachers who desire a change in assignment or who are willing to transfer to another building shall file a written request, which may be general or limited to a specific position or positions, with the superintendent by May 15. Such requests shall be considered effective for one year.
 - c. Those teachers filing a written request shall be given bona fide consideration for transfer or reassignment to those positions for which they qualify.
 - d. All positions subject to transfer and all teachers transferred or reassigned shall be determined and selected at the discretion of the Board.
 - e. Those teachers who are to be transferred will be notified as soon as possible, preferably by August 1.
 - f. Reduced teaching loads - Teachers who request by February 1 and are granted a reduced teaching contract for the following year will retain seniority and reserve the right to return to a full contract the following year. To return to a full contract, the teacher must give written notice to the administration on or before February 1 of the reduced contract year that the teacher will accept a full contract for the ensuing year. The right to return to a full contract will be retained only for the first reduced contract year. During that reduced contract year seniority will accrue proportionately to the reduced contract.
6. ***Physical examinations*** - If a physical examination is required by law or district policy, the District will pay the cost.

7. *Staff development*

- a. All Mequon-Thiensville School District instructional staff shall earn a minimum of six credits every five years. District staff development courses will reflect priorities established annually by the Board of Education.

Credits may be earned through (1) district staff development courses, offered in ten-hour segments, with ten hours equivalent to one credit; (2) courses having advanced approval of the district administrator or his/her designee; and (3) district committee work on committees designated by the administration as qualifying for credit; and only two credits may be earned annually from committee work.

A committee must be recognized in advance as qualifying for credit. The maximum number of hours to be earned while serving on a recognized committee will be established by the administration. Committee hours can be accumulated only within a single budget year (July 1 - June 30), however, hours may be accumulated from more

than one recognized committee during that year. The chairperson of the committee shall certify in writing to the personnel office the participant's name and hours occurring outside the regular school day.

Teachers in the MA+50 column will receive \$185 for each credit completed up to a maximum of six every five years.

Teachers in the MA + 50 column will receive \$185 for each committee, to a maximum of two, upon which they serve a minimum of 10 hours.

- b. All credits earned through district (ten-hour) staff development courses are applicable to the salary schedule. All staff development courses are offered after the regular school day. No salary schedule credit will be given for those days designated in the calendar as staff development days, although it is expected that all of these days will be used to support staff in gaining the awareness, knowledge, skills, and problem-solving ability to effectively address the instructional priorities of the District.
 - c. Failure to comply with the six credit requirement every five years will result in the non-complying teacher's salary being frozen at that teacher's salary for the prior school year. Each teacher who has not complied with this requirement by the end of any school year shall be sent a letter to that effect at the end of the five year period.
 - d. The superintendent may waive or adjust the staff development requirement in circumstances and for reasons he or she deems necessary.
 - e. Staff members may be required to pursue specific staff development course/program topics as determined by the district administrator or his/her designee. The specific staff development course(s) and/or program(s) to meet this requirement will be determined by mutual agreement between the staff member and the district administrator or his/her designee.
8. ***Mentoring*** – The District has adopted a plan to support new teachers as they work to receive their Initial Educator Licenses. This plan, which may be amended from time to time by the District, includes the provision of collaboratively developed and ongoing orientation, support seminars and qualified mentors. Mentors will provide advice and guidance to help new teachers succeed in the District.

The administration will identify qualified mentor candidates. If an invitation is extended to a teacher to become a mentor, the teacher may accept or decline the invitation. Mentor service is voluntary. To be eligible to serve as a mentor, a teacher must have at least three years of successful teaching experience in the District and hold a professional or master license. Mentors will be appointed for one year. However, a teacher may, without recrimination, resign as a mentor upon written notice to the District, and the administration shall have the right, upon written notice to the teacher, to terminate a mentor assignment at any time. Also, a mentee may request a mentor change by submitting a written request to his/her building principal. The District will promptly notify a mentee of a mentor change.

Any teacher who agrees to be a mentor shall, at no cost to the teacher, timely complete a District-approved mentor training program. Qualified teachers serving as mentors to first year teachers new to the District shall devote at least 40 hours per year, including training time, to fulfill their assignments and shall be paid annual compensation equal to 3% of the Step 1-BA base salary. Qualified teachers serving as mentors to experienced teachers new to the District shall devote at least 30 hours per year, including training time, to fulfill their assignments and shall be paid annual compensation equal to 2% of the Step 1-BA base salary. Compensation for teachers serving as mentors will be paid monthly, with appropriate adjustments if the assignment ends before the year is completed. To the extent possible, payments to mentors will be from funds available under the federal Elementary and Secondary Education Act. Payments to mentors will not be considered part of a statutory Qualified Economic Offer.

Teachers serving as mentors will not be required or permitted to evaluate their mentees, nor will they be required or permitted to testify at any hearing, arbitration or other proceeding involving their mentees. All communications between a mentor and his/her mentee will be considered confidential. Should a former mentor accept an administrative or supervisory position in the District, he/she shall have no involvement in the evaluation of any former mentee until that mentee holds a professional license.

The District will indemnify teachers serving as mentors and hold them harmless as to any liability they may incur, including for court costs, to mentees whose education licenses are denied, provided the liability arises out of or by reason of good faith actions taken or not taken by the mentor in the scope of his/her employment.

ARTICLE V. MANAGEMENT RIGHTS AND BOARD FUNCTIONS

Except as otherwise specifically provided by express terms of this agreement, the Board hereby retains all powers, rights and authority conferred upon it or invested in it by law. The only limitations upon the rights of the Board are those specifically referred by the terms of this agreement. All powers, rights and authority not specifically nullified by express provisions of this agreement are reserved exclusively to the Board.

ARTICLE VI. FAIR DISMISSAL PROCEDURE

Renewal of Teacher Contracts

The district may discharge for Just Cause any teacher during the term of his/her individual employment contract. A teacher who has received his/her fourth consecutive contract with the District may only be non-renewed or suspended without pay for Just Cause. A teacher who is recalled after layoff is not subject to the consecutive contract requirement of the previous sentence.

ARTICLE VII. GRIEVANCE PROCEDURE

A grievance is defined as any complaint concerning the interpretation or application of the terms of this collective bargaining agreement. Nothing in this procedure should be construed to inhibit the continuation of rapport and informal discussion between teachers, principals, district administration, and the school board.

STEP 1. Any teacher or group of teachers may initiate a grievance proceeding by going to the principal along with the chairperson (or other representative) of the PR & R Committee within ten school days of the incident or condition on which the grievance is based. Groups presenting grievances shall be limited to not more than five teachers.

STEP 2. If no solution is agreed upon at this meeting, the PR & R Committee chairperson will put the grievance into writing and will confer again with the principal within ten school days of the first conference. Every effort should be made to settle the grievance at this level.

STEP 3. If an agreement has not been reached at **STEP 2**, a member of the central administration will be brought into the discussion. Such discussion will be heard within ten days of the meeting in **STEP 2**.

STEP 4. If **STEP 3** does not settle the grievance, both parties to the dispute will submit a written report of the problem to the Board of Education within the next five school days. The Board will make a decision at a meeting at which all of the persons involved in **STEP 3** may be present. The Association does not waive its legal rights to carry the grievance further.

STEP 5. In the event the parties are unable to satisfactorily resolve the grievance through the aforementioned procedure, either party may, within thirty (30) calendar days of the Board's decision, submit the matter for arbitration by requesting the Federal Mediation and Conciliation Service to submit a list of five (5) persons who are Wisconsin members of the National Academy of Arbitrators. Such request must be provided to the other party and must specify the express term(s) of the Negotiated Agreement which have allegedly been violated. Within 14 calendar days of receiving the list of five (5) persons from the F.M.C.S., the parties shall alternately strike names until one name remains, with a coin toss determining which party will have the first strike. The remaining name shall be the arbitrator. The person chosen as arbitrator shall endeavor to hold a hearing on the grievance within forty five (45) days of being selected and endeavor to provide a reasoned decision to the parties within thirty (30) days following submission of any post-hearing arguments. If the person chosen is unable to serve as arbitrator, the selection process shall be repeated.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Negotiated Agreement. He/she shall only consider and make decisions with respect to the specific issues submitted by the parties. The decision of the arbitrator shall be final and binding.

Failure to meet any of the timelines in the grievance procedure shall result in forfeiture of the right to submit the matter for arbitration. The costs of the arbitration shall be borne equally by the parties, but each party will pay for its own witnesses and legal representatives and the cost of any transcript will be paid by the party requesting it, unless both parties request a copy in which case the cost shall be split.

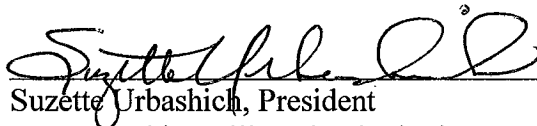
NOTE: No disciplinary action will be taken against parties with a grievance because of their presentation of the grievance.

MEQUON-THIENSVILLE SCHOOL DISTRICT

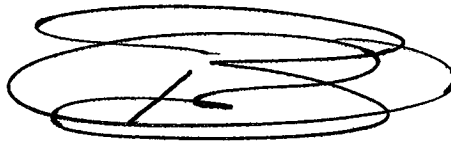
City of Mequon and Village of Thiensville

This agreement was negotiated by and between the School Board Negotiating Committee of Mequon-Thiensville School District and the Mequon-Thiensville Education Association (M-TEA) Negotiating Team, was approved by the Board and the M-TEA, and represents the final resolution of various proposals and counter-proposals made by the parties.

The term of this agreement is from July 1, 2009 through June 30, 2011, which coincides with the official 2009-10, and 2010-11 school years of the Mequon-Thiensville School District as determined by the Wisconsin Statutes. During this term, the provisions of the agreement shall not be subject to modification or renegotiation.



Suzette Urbashich, President
Mequon-Thiensville School District
Board of Education



Ben Sloma, President
Mequon-Thiensville Education Association

MEQUON-THIENSVILLE SCHOOL DISTRICT
2009-10 Salary Schedule

	BA	BA+10	BA+20	BA+30	BA+40	BA+50	MA	MA+10	MA+20	MA+30	MA+40	MA+50
Step 1	37584	38824	39351	40252	41154	41267	41756	42394	43071	43710	44424	45063
Step 2	39425	40628	41192	42057	42996	43071	43710	44424	45063	45740	46378	47055
Step 3	41267	42470	43034	43898	44799	44875	45740	46378	47055	47731	48370	49047
Step 4	43071	44311	44837	45740	46604	46717	47731	48370	49047	49685	50400	51039
Step 5	44875	46153	46642	47581	48446	48558	49685	50400	51039	51715	52355	53031
Step 6	46717	48295	48483	49348	50287	50400	51715	52355	53031	53669	54346	55023
Step 7	48558	50099	50325	51189	52129	52166	53669	54346	55023	55661	56375	57015
Step 8		51940	52166	52692	53895	53970	55661	56375	57015	57691	58330	59006
Step 9		53745	54271	54534	55737	55849	57691	58330	59006	59646	60322	60961
Step 10							59646	60322	60961	61638	62352	62990
Step 11							61638	62352	62990	63666	64306	64982
Step 12							63967	64719	65283	65959	66636	67237
Step 13									70657	71371	72048	76182

MEQUON-THIENSVILLE SCHOOL DISTRICT
2010-11 Salary Schedule

	BA	BA+10	BA+20	BA+30	BA+40	BA+50	MA	MA+10	MA+20	MA+30	MA+40	MA+50
Step 1	38336	39601	40138	41057	41977	42093	42591	43242	43932	44584	45313	45964
Step 2	40214	41440	42016	42898	43856	43932	44584	45313	45964	46655	47306	47996
Step 3	42093	43319	43894	44776	45695	45772	46655	47306	47996	48686	49338	50028
Step 4	43932	45197	45734	46655	47536	47651	48686	49338	50028	50679	51408	52060
Step 5	45772	47076	47574	48533	49415	49529	50679	51408	52060	52749	53402	54091
Step 6	47651	49261	49452	50335	51293	51408	52749	53402	54091	54743	55433	56123
Step 7	49529	51101	51331	52212	53172	53209	54743	55433	56123	56775	57503	58155
Step 8		52979	53209	53746	54973	55050	56775	57503	58155	58845	59496	60186
Step 9		54820	55357	55625	56852	56966	58845	59496	60186	60838	61528	62181
Step 10							60838	61528	62181	62870	63599	64250
Step 11							62870	63599	64250	64940	65592	66282
Step 12							65247	66013	66589	67279	67968	68582
Step 13									72071	72799	73489	77705

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