

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration of a Dispute Between

**MONTICELLO EDUCATION ASSOCIATION**

and

**MONTICELLO SCHOOL DISTRICT**

Case 14  
No. 55213  
MA-9930

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Appearances:

**Ms. Mallory Keener**, Executive Director, Capital Area UniServ South, 4800 Ivywood Trail, McFarland, Wisconsin 53558, appearing on behalf of the Association.

**Mr. Michael J. Julka**, Attorney at Law, Lathrop & Clark, P.O. Box 1507, Madison, Wisconsin 53701-1507, appearing on behalf of the District.

**CONSENT AWARD**

The Monticello Education Association and the Monticello School District are parties to a 1995-1997 collective bargaining agreement which provides for final and binding arbitration of certain disputes. The Association requested the Wisconsin Employment Relations Commission to appoint an arbitrator to hear and resolve the grievance of Margaret Cullen, and the District concurred in the request to proceed to arbitration. The undersigned arbitrator was appointed and held a hearing on November 10, 1997 in New Glarus, Wisconsin. The parties later entered into an agreement to have the undersigned arbitrator issue the following Consent Award with the terms as follows:

1. Margaret Cullen will be reinstated as a 60 percent FTE instrumental music education teacher, beginning with the second semester of the 1997-98 school year. Ms. Cullen will be placed at the BA-6/5th Step of the 1997-98 salary schedule.

2. The District will not formally observe or formally evaluate Ms. Cullen during the second semester of the 1997-98 school year. The second semester of 1997-98 will be used by the parties to establish expectations, attempt to establish peer mentoring and counseling relationships, and for informal observations (including classroom, events, practices, etc.) which will then be used as the basis for communication between the administration and Ms. Cullen.
3. The District recognizes that Ms. Cullen has a 20 percent contract with Holy Rosary School in Darlington and the Administration will take this fact into account in working with Ms. Cullen for the remainder of the 1997-98 school year. Holy Rosary School has indicated that it will be flexible in using Ms. Cullen's services to allow her to return to the School District of Monticello at a 60 percent FTE for the rest of the 1997-98 school year.
4. Ms. Cullen's percentage of FTE for the 1998-99 school year shall be determined through the normal processes, including compliance with Board policies and the master contract agreement between the parties. Ms. Cullen's placement on the 1998-99 salary schedule shall be at the 6<sup>th</sup> Step.
5. If Ms. Cullen is in the bargaining unit for the 1998-99 school year, she shall be on probation for the entire 1998-99 school year and shall be treated as any other teacher in her last year of probation.
6. The Monticello Education Association and Ms. Cullen agree to withdraw the pending grievance with prejudice; however, by doing so, the MEA and Ms. Cullen do not waive any rights with respect to positions in the future (other than to assert that Ms. Cullen is a post-probationary teacher) and the Board does not waive any options/defenses in the future.
7. This Consent Award shall be non-precedential in all respects except as otherwise stated herein, including with respect to the issue of the attainment of post-probationary status by part-time teachers.
8. Any and all references to the consideration of nonrenewal and the nonrenewal will be expunged from Ms. Cullen's personnel file.

9. Any impact of this Consent Award on unemployment compensation shall be governed by the statutes and is not part of this Consent Award.

For the Association:

Mallory K. Keener /s/

For the District:

Robert J. Peterson /s/

May Burgy /s/

Dated at Elkhorn, Wisconsin this 5th day of MARCH, 1998.

By Karen J. Mawhinney /s/  
Karen J. Mawhinney, Arbitrator

