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STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the
Mediation/Arbitration Between

MINERAL POINT EDUCATION
ASSOCIATION

and

MINERAL POINT SCHOOL DISTRICT

Case 7
No. 34239 Med/Arb-3079
Decision No. 22727-A

Sharon K. Imes
Mediator/Arbitrator

APPEARANCES:

Paul R. Bierbrauer, Executive Director, South West Teachers United, appearing on behalf of the Mineral Point Education Association.

Kenneth Cole, Director, Employee Relations, Wisconsin Association of School Boards, Inc., appearing on behalf of the Mineral Point School District.

BACKGROUND:

On June 24, 1985, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator, pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse between the Mineral Point Education Association, hereinafter referred to as the Association and the Mineral Point School District, hereinafter referred to as the District or the Employer. Pursuant to statutory requirement, mediation proceedings were conducted between the parties on July 29, 1985. Mediation failed to resolve the impasse and the parties proceeded to arbitration on August 13. At that time, the parties were given full opportunity to present relevant evidence and make oral argument. Post hearing briefs were filed with and exchanged through the arbitrator on October 11, 1985.

THE FINAL OFFERS:

The remaining issues at impasse between the parties are salary schedule; extra-duty pay schedule; insurance and teacher evaluation procedures. The final offers of the parties are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

Since no voluntary impasse procedure was agreed upon between the parties regarding the above impasse, the undersigned, under the Municipal Employment Relations Act, is required to choose the entire final offer of one of the parties on all unresolved issues after having given consideration to the criteria identified in Section 111.70(4)(cm)7, Wis. Stats.

POSITIONS OF THE PARTIES:

Although initially the District provided evidence regarding the issues at impasse from Barneveld, Belmont and Highland, in its brief, it was conceded that the comparable school districts should

include only the Southern Eight Athletic Conference. In making this concession, the District argues that the dispute cannot be decided upon the basis of "pure comparability" but must take into consideration the historic relationship which has developed between the parties.

The District asserts that as the smallest school district in the conference, it cannot be expected to pay the highest salaries within the conference unless special circumstances exist. Contending no special circumstances do exist, the District continues that in the past not only has it provided high salaries but it has provided its employees with benefits which exceed those given other employees in other districts and now argues that in order to be "comparable" to other districts, as the Union would desire, the additional benefits must be either adjusted or eliminated.

Declaring its offer reasonable because it maintains a relatively high rank at the benchmarks and because it offers additional compensation for each credit beyond the degree level, the District asserts that its offer at 6.67% is favorable with the settlements which have occurred within the conference. It continues that the Association's offer at approximately 9% should be rejected not only because it is far in excess of voluntary settlements but because economic conditions dictate the District's offer be selected. Citing the Consumer Price Index and noting the unemployment rate within the District is higher in 1985 than it was in 1984 and exceeds the statewide average unemployment rate and stating there has been an increase in property tax delinquency rates, the District concludes all these factors strongly support the selection of its offer.

The District also argues its offer, in regard to the extra-curricular schedule and the teacher evaluation procedure, is also more reasonable than the Association's. Recognizing its offer relative to the extra-curricular schedule represents a departure from the status-quo, the District contends the status quo principle must be rejected when the result is unusually large salary levels. Positing the schedule already compensates employees well, the District continues that with the exception of Platteville, its offer still results in the most lucrative level of compensation offered by any school at almost every level or series of positions within the schedule.

In regard to the evaluation procedure issue, the District argues none of the comparable schools has as extensive an evaluation procedure as that proposed by the Association and that the new administration deserves to have more participation in the development of such a crucial issue. Continuing, the District maintains it is inappropriate to allow those to be evaluated to exclusively determine the manner in which they will be evaluated. Stating it believes the Association will argue the evaluation issue is the result of actions taken by the District in filing for a declaratory ruling, the District declares its actions were within the parameters established by law and were necessitated by the Association's reluctance to agree to any modifications. It

ditions support its position.

The Association argues the salary schedule dispute is the most important issue in this dispute and declares considerable emphasis must be placed upon the historical and current levels of rank and the proposed increases at the seven benchmarks relative to the comparables. It also contends comparison of the seven benchmark positions with the statewide averages over a four year period should be made. Examining the seven benchmarks as they are affected by the parties' offers relative to the comparables, the Association concludes the District's offer results in a greater loss in rank than its offer does at the BA Minimum benchmark, causes a loss in rank at the BA Maximum benchmark while its offer maintains the previous rank and results in a four step drop in rank at the MA Maximum. It adds both offers result in a loss of rank at the BA/Step 7 benchmark; return the District to the status maintained in 1981-82 at the MA Minimum benchmarks, after there had been an increase in rank in the years inbetween, and have the same impact upon the rank at the MA/Step 10 position. At the Schedule Maximum, the Association asserts its proposal maintains the 1983-84 rank while the District's proposal returns it to the 1982-83 position. Continuing that it assumes the District will argue the changes in rank are not as important as the total package cost, the Association argues that catch-up in the fringe benefit area should not be offset by loss of compensation in another area.

Asserting that another often used measurement in comparison of benchmarks is the increase at each benchmark, the Association maintains the District's offer is below the conference comparable group average at every benchmark, and is farther away from the average at every benchmark than is the Association's. It adds that even the Association's offer results in the increase falling below the group average at three benchmarks. It concludes, then, on these benchmark analyses, its offer is more reasonable.

The Association challenges the District's effort to compare the offers to the Consumer Price Index as a means of determining the reasonableness of the offers. Instead, it argues the best measurement is the average increase in benchmarks as established by settlement pattern within the area. It continues that when the settlement pattern is considered its offer more closely approximates the pattern established among the comparables.

Arguing it is reasonable and logical to compare the District with the unweighted state average benchmark, particularly as it relates historically, the Association asserts the District continues to lose ground. Stating it is unreasonable to allow teachers' salaries to continue to erode relative to the statewide averages, especially when it has not been shown that the economic conditions of the District are significantly less than the rest of the State, the Association concludes it is appropriate to find the District's offer unreasonable based upon this factor alone.

In regard to extra duty pay, the Association maintains the question is whether or not a system which has been voluntarily agreed upon in six separate contracts should be discontinued through the arbitration process. Stating the District has the burden to show exceptional need in order to remove an existing standard from the contract, especially one which has existed for several years, the Association asserts the District fails to meet its burden. It declares the District has not shown an inability to pay; has not shown why the extra-curricular pay should not increase just as classroom teaching pay has increased; nor has it shown inequities, inadequacies or inappropriateness in the long practiced method of arriving at pay levels. The Association continues that its offer, which maintains the status quo, equals only that of Darlington

whose rates did not increase in 1984-85 and is less than the dollar increases in Lancaster, Platteville and Southwestern. Acknowledging it has been a wage leader in extra-curricular pay rates, the Association concludes that fact, alone, does not justify evaporation of the extra duty pay scale.

Relative to the health and dental insurance issue, the Association asserts its offer causes minimum change in the status quo. Charging the District's exhibits are in error and therefore unreliable, the Association declares only its exhibits can be used to provide a total fringe benefit computation. Using its exhibits, then, the Association posits the District's proportionate payment of health insurance premiums has lagged far behind that of the comparable school districts and states that the District's offer reduces its share of total premium costs to the lowest within the comparable group. As a result, it concludes there is obvious need for catch-up in the area of the Employer paid portion of health insurance premium payments.

In regard to the dental plan, the Association, stating the District has a form of self-funding insurance, declares the key issue is the District's elimination of the end-of-year distribution of the fund balance which has existed in the past. Charging the District's offer is a take-back proposal, the Association declares the District has the burden to show persuasive reason why there should be a change in the status quo and why the District should be entitled to any portion of the money gained by employees through collective bargaining.

As to the final issue, teacher evaluation, the Association, asserting its offer is substitute language submitted to satisfy a Petition for Declaratory Ruling and that the District's offer, similar in many ways, is based upon the Association's comprehensive proposal, declares internal comparability between the two proposals and internal consistency should be the criteria for determining the reasonableness of the offers. Concluding that wherever the District has deleted a portion of a provision from the Association's proposal, it intended a different meaning for the proposal and interfered with the internal consistency of the Association's evaluation proposal, the Association argues for the reasonableness of its offer. Continuing that since the question of whether or not an evaluation procedure should be included in the contract is not at issue, the Association asserts internal comparability between the proposals is of primary importance and argues the value of including the Association's proposed paragraphs where the two proposals differ. Finally, avowing the need for a comprehensive evaluation process to foster improvement and excellence in teaching, the Association asserts its proposal will meet this need and concludes the District's proposal cannot and will not work toward that end.

DISCUSSION:

Since the parties are in basic agreement over the comparables and since there is sufficient information available regarding the settlements in the Southern Eight Athletic Conference, it was determined the districts within this conference would be used as the comparables whenever comparability was applied for the purposes of determining the reasonableness of the offers. Further, after reviewing the issues, it was concluded the most important issues and, therefore, the determinative issues in this matter, are those of salary schedule and teacher evaluation. In respect to those issues it is concluded the Association's proposal is more reasonable. Following is a discussion of these two as well as the remaining issues.

Salary Schedule:

Several factors were considered in determining the reasonableness of the parties' offers: historic relationship; relative rank; dollar and percentage relationship to the benchmark average salary established by the comparables; dollar increase relative to the benchmark average dollar increase established by the comparables, and benchmark percentage increases in dollars to the employee as it relates to the cost-of-living. In all instances, except the percentage increase as it relates to the cost-of-living, it was determined the Association's proposal was more reasonable.

Historically, the District has been a wage leader among the districts within the conference ranking among the top schools in wages paid and providing dollar increases which are generally larger than the average increase. When the parties' proposals were analyzed, it was concluded the District's proposal changes this historical relationship more than the Association's does.

When comparing rank, it was determined the Association's proposal maintains or decreases its previous positions in rank, while the District's proposal decreases rank in six of seven positions. As can be seen in Appendix "C", under the Association's proposal, rank is maintained at the BA/Step 7; the BA Maximum; the MA Maximum and the Schedule Maximum positions. Rank is reduced at the BA Minimum, the MA Minimum and the Step 10 positions. The District's proposal results in a reduction in rank at the BA Minimum; the BA Maximum; the MA Minimum; the MA/Step 10; the MA Maximum and the Schedule Maximum positions. Although the District has argued the maximums are not a valid comparison since it provides payment for additional credits earned, historically, the schedules are compared with each other and the change in rank is relative to the benchmarks established by the schedules. Further, although rank is not always a valid indicator of the reasonableness of the offers, the additional comparisons substantiate the change in rank is indicative of the reasonableness of the offers.

When the final offers were analyzed as to dollar and percentage increase relative to the benchmark average salary established by the comparables, it was determined both offers erode the position maintained by the District in previous years, even though there was a decrease in its relative position in 1983-84. A review of the relationships as exhibited in Appendix "C" indicates the District's offer is less than its previous relationship in all benchmark positions in any year since 1980. The Association's offer, while showing slight increases in three benchmark positions, maintains two benchmark positions and drops in two. Further, in those positions where it either increases or maintains position, the percentage is less than that historically maintained. Since neither offer sustains its previous position, the reasonableness of the offers was determined by the degree of variance relative to the average. Thus, since the increase which occurs in 1984-85 in the Association's offer, in all instances, is less of an increase than the District's is a decrease, it is concluded the Association's offer more nearly approximates the average and is not excessive in comparison to its historical relationship.

An analysis of the dollar increase compared to the average dollar increase indicates the District's offer is less than average at most benchmark positions and well below the mean at most benchmark positions. The Association's offer, on the other hand, is slightly above the average at the benchmark positions but more nearly approximates the mean in the benchmark positions. See Appendix "D". In order to determine which offer is more reasonable, the difference between the offers and the average were compared to each other and it was concluded the difference between the Dis-

trict's offer and the average is more than the difference between the Association's offer and the average in all benchmarks, except the BA Maximum position, thus the Association's offer more nearly approximates the average dollar increase.

As indicated earlier, the only comparison concerning the salary schedule issue which supports the District's offer is the percentage increase in dollars to the employee at the benchmarks as it relates to the cost-of-living criterion. The percentage increase at the benchmark positions varied from as low as 2.7% to as high as 8.2%. The District's offer generally increases the benchmark positions between 4.2% and 4.7%. The Association's offer seeks increases between 5.4% and 5.9%. The District's offer more closely approximates the percentage increase partially because two of the districts within the comparables, while granting larger benchmark percentage increases in salary, did so with split increases which means the actual percentage increase in dollars to the employee was not as high as the benchmark percentage indicates. In concluding the District's offer more closely approximates the percentage increase in actual dollars paid the employee at each benchmark, the fact that the split increases will result in bargaining for the upcoming year commencing at a much higher rate of pay for those two districts cannot be ignored since it will impact upon the historical relationship of the comparables in the upcoming year if lower benchmark percentage increases are considered more comparable because the actual percentage increases in dollars is more comparable. Thus, if the split increases are ignored and only the percentage increase is considered, the Association's offer also falls generally within the middle of the percentage increases granted at the benchmarks and is more comparable to the actual change in schedule, a factor which must also be considered.

Percentage increase in salary is only a portion of the percentage increase considered in comparing the benefit to the employee as it relates to the increase in the cost-of-living. The District has argued its total package cost more nearly approximates the cost of living and therefore is more reasonable. In support of its position, several exhibits were submitted which purported to show the total package percentage increase in each district. These figures were challenged by the Association who submitted costing exhibits of its own which demonstrated different percentage increases among the comparables than those supplied by the District. Except as to those exhibits which the Association representative testified were prepared by him, none of the documents submitted by either party represented anything more than hearsay evidence since they were prepared by other individuals, none of whom were available to testify as to the manner in which the documents were prepared or to aid in determining where the possible discrepancies in each of the exhibits may have occurred. Consequently, little weight was attached to the costed package increase of the final offers as they related to the percentage increases attributed to the other districts.

Although the package costs were not considered for the purposes of comparing cost of living increases among the comparables, the total package costs of the parties' proposals were compared to the Consumer Price Index, also a factor considered in determining the reasonableness of the offers compared to the cost-of-living. In this comparison, it is determined the District's offer is more reasonable. It cannot be concluded, however, that the CPI is the only measure which determines the reasonableness of the parties' offers. Despite the lack of verifiable accuracy concerning the cost-of-living established by the settlement pattern, it is noted that no matter which total package figures are used, all are higher than the CPI figure for the year. Thus, it is concluded the agreed upon cost-of-living as reflected by a settlement pattern

is generally higher than that reflected by the CPI and, thus, the reasonableness of the District's offer relative to the cost-of-living criterion is less persuasive.

The District also argued the need for moderation in total package increase as it related to the problems attached to the general farm economy. While it is agreed the status of the farm economy leaves much to be desired and the area is relatively rural in nature, there was no showing that this District relies to any greater extent upon the farm economy than any of the comparable districts or that the farmers in this District are in any greater financial straits than the farmers in the comparable districts. Consequently, without a showing that there is need to consider this District unique compared to the other districts established as comparables, the total package increase must be viewed as it relates to the other districts where it is concluded both packages fall within the general increases granted in other districts.

Extra-Curricular Pay Schedule:

It is determined the Association's proposal on this matter is the more reasonable. In arriving at this conclusion, two factors were considered: the departure from the status quo and the relationship of the extra-curricular pay increases under the parties' proposals to the pay increase which occurred in the comparable districts.

In the parties' final offers, the Association proposes the contract language which has existed within the collective bargaining agreement for the past six years. The District, arguing the language has resulted in "unusually large salary levels" seeks to eliminate the percentages attached to the schedule and to maintain the salary level at the 1983-84 rates. A review of the salary increases for several selected extra-curricular positions indicates that at certain positions, extra-curricular pay is higher for the same activity than in other districts but it also indicates that at certain other positions, the pay is relatively the same or less, thus, the District's argument that the need to show persuasive reason for departure from the status quo is offset by the disproportionately high salaries paid for the activities is not persuasive. Further, absent any other reason for why the status quo should not be maintained, it is determined there is no reason to find the District's offer more reasonable.

Insurance Benefits:

In regard to the insurance benefit proposals, it is determined the District's proposal on health insurance is more reasonable. While the Association has argued the need for catch-up relative to the amount of premium paid by the Employer, a review of the dollars paid by employees in comparable districts does not support the Association's position. While it is true, the District pays a lesser percent than all districts except Darlington, the actual dollars paid out by the Employer is comparable to that paid by other employers. The fact that the District pays equivalent dollars but a lesser percentage means one of two things, either the coverage provided by the District is much more extensive than the coverage provided by other districts or the usage rate is much higher than that in other districts. In either event, the District should not be held liable for increased insurance payments simply because the percentage paid is lower.

As to the dental insurance, it is concluded the District has not shown persuasive reason for changing the status quo relative to the payment of the dental insurance year-end balance to the employees. While it is an unusual provision, it was previously

bargained by the parties and without proof of need for change, the arbitrator should not disturb provisions bargained by the parties.

Teacher Evaluation Procedure:

Despite the District's argument that it is inappropriate for those to be evaluated to determine the manner in which they will be evaluated, it is determined the Association's proposal regarding the evaluation procedure is reasonable and more accurately reflects the evaluation procedures which exist within the comparable districts. At the outset, it must be stated there is relatively little difference between the parties' proposals since both seek to modify the 1983-84 evaluation procedure and since the District has submitted an amended version of the Association's proposal. Since the District has not submitted its own evaluation proposal, it is determined the District agrees with the major provisions of the Association's proposal. Therefore, in determining the reasonableness of the two proposals, the amendments sought by the District were considered as they affected the evaluation procedure; as they related to provisions in other evaluation procedures among the comparables and as they related to the previous evaluation procedure contained in the collective bargaining agreement. Based upon this evaluation, it was found the Association's proposal is more reasonable.

In comparing the two evaluation proposals, it is determined the District seems to object most to the requirement that a teacher have full knowledge of the fact that the teacher is being monitored or observed for the purposes of evaluation; to the fact that the District must follow some procedural aspects in conducting evaluations and to the frequency of evaluations. In regard to informing the teacher that monitoring, observation or evaluation is taking place, it is noted this requirement is consistent with several other contracts among the comparables and therefore is not unfamiliar in the area. Further, while it is true that procedural aspects place a burden upon the administration to follow the procedures accurately, that too, appears to be somewhat standard within the comparable contracts. A review of the comparable contracts shows that although it varies from contract to contract, the requirement that teachers be oriented to the evaluation procedures at the beginning of each school year; the requirement that conferences regarding evaluations take place within 10 days of the request for a conference; the requirement that a teacher be allowed to respond to observations or evaluations placed in their files and the requirement that formal evaluations be conducted regularly, occur in at least one if not many of the comparable contracts. Consequently, the District's objections to disclosure and procedure are not considered meritorious.

Further, in regard to the number and frequency of evaluations, it is noted the Association proposal incorporates and minimizes the provision contained within the prior contract. Thus, without the District showing the previous provision placed an undue burden upon it administratively, it is difficult to understand the District's objection to the frequency of the evaluations.

In addition to the above objections, the District proposes the deletion of Section 1, paragraph 1, the insertion of the word "district" in Section 2, paragraph f., and the elimination of the word "reasonable" in Section 5, paragraph c. While the District does not specifically state its reasons for the modifications, it is assumed the District intends the modifications in order to aid it in arbitration should an action it takes as the result of an

evaluation be challenged. The standards asserted in these provisions, with or without the deletions or insertion, are standards generally applied by arbitrators in determining the merits of a grievance, therefore it is concluded these modifications have relatively little impact on the administration of the procedure.

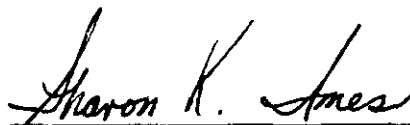
Finally, the District's proposal to insert in Section 2, paragraph f., the date, February 15, 1985, as the date to complete evaluations for first and second year teachers will create a need to bargain the evaluation procedure in subsequent contracts and has no meaning in the contract to be decided. The District's intent relative to this provision is not clear. If it was the District's intent to complete evaluations for first and second year teachers prior to February 15 of each year, the meaning was not conveyed in the language stated by the District. However, if it was the District's intent to complete evaluations for first and second year teachers employed in the district in 1984-85, the date has long since passed and without modification becomes a meaningless provision within the paragraph. Thus, it is concluded the need for this provision does little to add to the clarification of the procedure and therefore should not be included.

In conclusion, having determined the Association's proposal is more reasonable as it relates to the salary schedule issue, as it relates to the extra-curricular pay schedule; as it relates to the dental insurance issue and as it relates to the teacher evaluation issue and having determined the salary schedule issue and the teacher evaluation issue are the determinative issues, it is found that the Association's offer should be implemented. This determination was reached based upon the foregoing review of the arguments and evidence; upon the discussion set forth relative to the review and upon the data's relationship to the statutory criteria. Accordingly, the undersigned issues the following:

AWARD

The final offer of the Association, attached as Appendix "A", shall be incorporated into the 1984-85 collective bargaining agreement, together with those provisions of the predecessor collective bargaining agreement which remained unchanged during the course of bargaining and any stipulations of the parties which reflect prior agreements in bargaining as is required by statute.

Dated this 30th day of December, 1985, at La Crosse, Wisconsin.



Sharon K. Imes
Mediator/Arbitrator

SKI:ms

APPENDIX "A"

In the Matter of Mediation/Arbitration

: Mineral Point Education Association :
: :
: vs :
: Mineral Point School District :
: :

FINAL LAST OFFER OF THE ASSOCIATION

Submitted by:

Paul R. Bierbrauer
Executive Director
South West Teachers United

11:40 p.m

5/21/85

FINAL OFFER OF THE
MINERAL POINT EDUCATION ASSOCIATION

This offer is to be effective as of July 1, 1984, and be effective through June 30, 1985. The current agreement between the parties shall remain unchanged except as modified by this offer and any stipulated agreements between the parties.

June 21, 1985


Paul R. Birbaumer
For the MPEA

1 III. Board of Education Rights:

2 C. The District's supervisory report will be based on
3 evaluations and rules according to the district manual.
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1 XIV. Teacher Salary Schedule, 1984-85:

2 A. Basic Schedule

3	<u>Step</u>	<u>BS Index</u>	<u>BS</u>	<u>MS Index</u>	<u>MS</u>
4	1	1.0000	13950.00	1.0000	15150.00
5	2	1.0409	14520.56	1.0436	15810.54
6	3	1.0818	15091.11	1.0872	16471.08
7	4	1.1227	15661.66	1.1308	17131.62
8	5	1.1636	16232.22	1.1744	17792.16
9	6	1.2045	16802.77	1.2180	18452.70
0	7	1.2454	17373.33	1.2616	19113.24
1	8	1.2863	17943.89	1.3052	19773.78
2	9	1.3272	18514.44	1.3488	20434.32
3	10	1.3681	19084.99	1.3924	21094.86
4	11	1.4090	19655.55	1.4360	21755.40
5	12	1.4499	20226.10	1.4796	22415.93

6 The hourly salary rate for behind-wheel driver education
7 instruction conducted at times other than regular work day is \$7.00.

1 If, in the judgment of the Board, there is insufficient student
 2 interest in a given activity, the Board may drop the activity
 3 and the extra-duty staff position. The Board also reserves
 4 the right to add positions if it deems it necessary or desir-
 5 able.

6 Extra Duty Schedule

7	<u>Step</u>	<u>Index</u>	I	II	III	IV	V
8			(9%)	(6%)	(5%)	(3%)	(2%)
8	1	1.0000	1255.50	837.00	697.50	418.50	279.00
9	2	1.0409	1306.85	871.23	726.03	435.62	290.41
10	3	1.0818	1358.20	905.47	754.56	452.73	301.92
11	4	1.1227	1409.55	939.70	783.08	469.85	313.23
12	5	1.1636	1460.90	973.93	811.61	486.97	324.64
13	6	1.2045	1512.25	1008.17	840.14	504.08	336.06
14	7	1.2454	1563.60	1042.40	868.67	521.20	347.47
15	8	1.2863	1614.95	1076.63	897.19	538.32	358.88
16	9	1.3272	1666.30	1110.87	925.72	555.43	370.29
17	10	1.3681	1717.65	1145.10	954.25	572.55	381.70
18	11	1.4090	1769.00	1179.33	982.78	589.67	393.11
19	12	1.4499	1820.35	1213.57	1011.31	606.78	404.52

20 3. The Head Football Coach and one assistant shall be
 21 paid \$20.00 per day for each day practice is held
 22 before the school year begins.

23 4. Non-Teaching Extra-Duties: Teachers may volunteer for
 24 the following non-teaching tasks that involve after
 25 school time. If there are insufficient volunteers, the
 26 principal will assign the tasks to teachers. Qualified
 27 adults and non-members of the staff may also volunteer
 28 for these duties.

1	Athletic Event Workers	\$10.00
2	Non-Formal Dance Supervisors	10.00
3	Float Supervisor	10.00
4	Formal Dance Decoration Supervisor	20.00
5	Spectator and Music Bus Chaperones	
6	not include band or chorus director	
7	for music trips, they are expected	
8	to ride the buses with students as	
9	part of their extra-curricular assign-	
10	ments (1 above).	15.00

5. Any and all other non-classroom responsibilities and duties not listed in #1 above are either considered to be inherent part of the job of teachers and/or they are duties that occur during the regular school work days. Accordingly, the inherent duties (i.e. taking attendance, etc.) shall be assumed by the teacher as part of his or her regular teaching duties. These other non-teaching duties shall be assigned by the principal to the teachers with the lightest teaching loads whenever possible.

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1 XIV.

2 D. Additional Benefits

3 5. Hospital and medical insurance will be provided each
4 teacher and annual premiums will be paid by the dis-
5 trict which, for the 1984-85 school year, shall be up
6 to \$550.00 and ~~\$1,800~~^{\$1,250} for single and family policies,
7 respectively. Should premiums exceed these amounts,
8 the excess shall be paid in equal proportions by the
9 teacher and district.

FRB
5/21/85

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1 XIV.

2 D. Additional Payments

3 5.

4 a. The Board shall provide a dental care insurance
5 plan to be maintained for all members covered in
6 this Agreement. The District will contribute an
7 amount of money equal to the family and single
8 entitlement of all participants. Family and single
9 plan entitlement will be ^{\$350}~~\$400~~ and \$150 respectively.
10 Payments will be made monthly upon presentation
11 of paid bills.

Job 6/21/85

12 The balance remaining after June 15, 1985 will be
13 distributed proportionately according to the
14 family and single plan amounts to people with
15 bills in excess of the maximum entitlement allotted.
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1 XIV.

2 D. Additional Payments

3 6. The school district will pay a maximum of 5% of
4 gross salary of employees' annual contribution
5 to the State Teacher's Retirement System of
6 Wisconsin. The teachers shall have immediate
7 vesting rights to the employee's portion of the
8 money in the State Teacher's Retirement System.

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TEACHER EVALUATION

Section 1. All teachers shall be evaluated pursuant to reasonable, job-related and uniformly applied evaluation criteria and written evaluation instruments, developed for the evaluated teachers' respective instructional levels, to insure that teacher performance is measured consistently by all persons charged with the responsibility for the evaluation of teachers.

No bargaining unit employee may be assigned to evaluate the performance of any other bargaining unit employee, for purposes of promotion, demotion, discipline and/or continued employment.

During the first three (3) weeks of school, the District shall orient all teachers regarding evaluative procedures, instruments and criteria. If the evaluation instrument is changed, all teachers shall be oriented.

All monitoring or observation of the performance of a teacher for purposes of teacher evaluation shall be conducted openly and with the full knowledge of the teacher. The District shall notify each teacher of the identity of the District supervisor(s) who will be evaluating that teacher's work performance, prior to any work performance evaluations.

Section 2. Formal Evaluation.

- a. Classroom visitation shall be one phase of the evaluation process and shall be done on a planned, systematic basis. All formal evaluations shall be scheduled in advance and at a time agreeable to the teacher and the evaluator, and conducted with the full knowledge of the teacher. All formal evaluation observations shall be for a minimum of thirty (30) minutes. Evaluator(s) shall be physically present during the classroom observation.
- b. Each evaluator shall use the same evaluation form/instrument in evaluating all teachers teaching at the same instructional level.
- c. A pre-evaluation meeting between the teacher and the evaluator will be held at a mutually agreeable time if requested by the teacher or the evaluator.
- d. A written record of the evaluation -- the evaluation form -- will be prepared and signed by both the evaluator and the teacher being evaluated. The teacher being evaluated will be given a copy of the completed evaluation form to be placed in the teacher's personnel file. The teacher shall acknowledge receipt of the copy by signing the evaluation form. Signature by the

teacher does not necessarily indicate agreement with the evaluation, but rather that the teacher has seen the evaluation and received a copy. A teacher shall not be required to sign a blank or incomplete evaluation form. The teacher being evaluated may require that his/her written response to the evaluation be attached to the evaluation form and included in his/her personnel file.

- e. A conference concerning the evaluation may be requested by the teacher. The conference, if requested, shall take place at a mutually agreeable time within ten (10) working days of the evaluation.
- f. The District shall conduct at least three (3) formal evaluations each school year, as part of the evaluation process for first and second year teachers. Teachers with two (2) years or more experience shall have at least one (1) formal evaluation each school year.

Section 3. Informal Observations or Evaluations. All informal observations or evaluations of teachers shall be conducted with the full knowledge of the teacher. If an informal observation results in any entry in the teacher's file, a written copy shall be provided to the teacher within three (3) working days of the observation. The teacher being observed may require that his/her written response to the observation report be attached to that report. A post-observation meeting between the teacher and the evaluator shall be held if requested by either the teacher or the evaluator.

Section 4. Personnel File of Teacher.

- a. Evaluation records shall be kept on file as part of each teacher's personnel file. A teacher shall have the right, upon request, to review the contents of his or her personnel file; to have a representative of the Association accompany him/her during such review; to receive copies of any material contained in that personnel file; to respond in writing to any material which the District has included in the teacher's personnel file, and to have that written response included in the personnel file; and to secure the removal of any inaccurate informational material contained in the teacher's personnel file. Any disputes over the application of this section shall be subject to the Agreement's grievance procedure.
- b. No materials related to a teacher's job performance or the District's evaluation of the teacher's job performance (including, but not limited to, parent complaints or supervisor's evaluative notes or records) may be included in a teacher's personnel file unless that

teacher has first been shown the material and given an opportunity to respond in writing.

Section 5. Use of Evaluation Reports. No disciplinary action (including suspension, discharge, nonrenewal or staff reduction) may be taken by the District with respect to a teacher, based upon that teacher's evaluations, unless the District has:

- a. Previously provided the teacher with written notice of all alleged job performance deficiencies, which must be specifically described;
- b. Previously notified the teacher in writing of the action(s) required of the teacher by the District to rectify or eliminate the specified job performance deficiencies (and such action(s) must be reasonable and related to the job performance deficiencies alleged by the District).
- c. Given the teacher a reasonable opportunity and a reasonable period of time to comply with the action(s) required by the District and to rectify or eliminate the specified job performance deficiencies; and
- d. Subsequently evaluated the teacher to determine whether the specified job performance deficiencies have been rectified or eliminated.

APPENDIX "B"

FINAL OFFER
OF THE
MINERAL POINT UNIFIED SCHOOL DISTRICT

FEBRUARY 12, 1985

This offer shall be effective from July 1, 1984 through June 30, 1985, and includes the previous agreement and all tentative agreements between the parties.

On behalf of the Board of Education

May 21, 1985
11:30 p.m. DJF

A. Basic Schedule

<u>STEP</u>	<u>BC</u> <u>INDEX</u>	<u>BC</u>	<u>MF</u> <u>INDEX</u>	<u>MS</u>
1	1.0000	13,800.00	1.0000	15,000.00
2	1.0400	14,354.42	1.0436	15,654.00
3	1.0816	14,928.84	1.0872	16,308.00
4	1.1237	15,503.26	1.1309	16,963.50
5	1.1676	16,057.68	1.1745	17,617.50
6	1.2133	16,612.10	1.2181	18,271.50
7	1.2607	17,166.52	1.2618	18,927.00
8	1.3097	17,750.94	1.3054	19,581.00
9	1.3603	18,315.36	1.3490	20,235.00
10	1.4125	18,879.78	1.3927	20,890.50
11	1.4663	19,444.20	1.4363	21,544.50
12	1.5216	20,010.00	1.4800	22,200.00

3. Additional Duties and Extra Payments:

1. Extra-Curricular Assignments: The following extra-curricular duties shall be assigned to teachers with their approval.

Groupings of Extra-Curricular Assignments for Purposes of :

- I. Head Football (B)
Head Wrestling (B)
Head Basketball (B)
Head Basketball (G)
Head Baseball (B) (if district participates in summer)
Athletic Director (Both)
- II. Head Volleyball (G)
Head Track (B)
Head Track (G)
Head Baseball (B) (if district participates in spring)
J.V. Wrestling (B)
J.V. Basketball (B)
J.V. Basketball (G)
J.V. Football (B)
Head Softball (G)
Key Club Advisor (Both)
High School Band performances excluding Pop Band (Both)
- III. Head Golf (B)
Head Golf (G)
J.V. Volleyball (G)
J.V. Softball (G)
J.V. Baseball (B)
Middle School Wrestling (B)
Middle School Basketball (B)
Middle School Basketball (G)
~~Music Performances, MC (Both)~~
Ass't Track (B)
- IV. Middle School Track (B)
Middle School Track (G)
Middle School Volleyball (G)
Ass't Middle School Basketball (B)
Ass't Middle School Basketball (G)
Ass't Middle School Wrestling (B)
High School Football Cheerleading (G)
High School Wrestling Cheerleading (G)
High School Basketball Cheerleading (G)
Forensics (Both) (2 Coaches)
Drama Director (Both)
FHA Advisor (Both)
Middle School Band Performances (Both)
Grade 7-12 Choir Performances (Both)
- V. Middle School Wrestling Cheerleading (G)
Middle School Basketball Cheerleading (G)
Middle School Flag Football (B)

2. Those teachers agreeing to perform extra-curricular duty shall be paid according to the following extra-duty schedule based on the number of years experience in that sport or activity for which a contract is being offered.

If, in the judgment of the Board, there is insufficient student interest in a given activity, the Board may drop the activity and the extra-duty staff position. The Board also reserves the right to add positions if it deems it necessary or desirable.

EXTRA DUTY SCHEDULE

<u>STEP</u>	<u>INDEX</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>
1	1.0000	1,185.75	790.50	658.75	395.25	263.50
2	1.0400	1,234.25	822.83	685.69	411.42	274.28
3	1.0818	1,282.74	855.16	712.64	427.58	285.05
4	1.1277	1,331.24	887.49	739.58	443.75	295.83
5	1.1636	1,379.74	919.83	766.52	459.91	306.61
6	1.2045	1,428.24	952.16	793.46	476.08	317.39
7	1.2454	1,476.73	984.49	820.41	492.24	328.16
8	1.2963	1,525.23	1,016.82	847.35	508.41	338.94
9	1.3272	1,573.73	1,049.15	874.29	524.58	349.72
10	1.3681	1,622.22	1,081.48	901.24	540.74	360.49
11	1.4090	1,670.72	1,113.81	928.18	556.91	371.27
12	1.4500	1,719.34	1,146.23	955.19	573.11	382.08

3. The Head Football Coach and one assistant shall be paid \$20.00 per day for each day practice is held before the school year.
4. Non-Teaching Extra-Duties: Teachers may volunteer for the following non-teaching tasks that involve after school time. If there are insufficient volunteers, the principal will assign the tasks to teachers. Qualified adults and non-members of the staff may also volunteer for these duties.

Athletic Event Workers	\$ 10.00
Non-Formal Dance Supervisors	10.00
Fleet Supervisor	10.00
Formal Dance Decoration Supervisor	20.00
Spectator and Music Bus Chaperones	
not include band or chorus director for	
music trips, they are expected to ride	
the buses with students as part of their	
extra-curricular assignments (1 above).	\$15.00

5. Any and all other non-classroom responsibilities and duties not listed in #1 above are either considered to be inherent part of the job of teachers and/or they are duties that occur during the regular school work days. Accordingly, the inherent duties (i.e. taking attendance, etc.) shall be assumed by the teacher as part of his or her regular teaching duties. These other non-teaching duties shall be assigned by the principal to the teachers with the lightest teaching loads whenever possible.

III. Board of Education Rights

- C. The District's supervisory report will be based on evaluations and rules according to the District Manual.

The Teachers' evaluation procedure as outlined in Section III (C) and pages 18-24 of the 1993-94 Master Contract will remain in force until a new evaluation procedure is in place. The new evaluation procedure will then become part of the District's Board Policy.

The new evaluation procedure for teachers will be devised by a committee of teachers, administrators, and school board members.

Any contemplated changes in the new evaluation procedure for teachers will be discussed with the Association before any board action regarding the procedure.

D. Additional Benefits:

5. Hospital and medical insurance will be provided each teacher and annual premiums will be paid by the district which for the 1984-85 school year, shall be up to \$355.00 and \$1,055.00 for single and family policies, respectively. Should premium costs exceed these amounts, the excess shall be paid in equal proportions by the teacher and district.

The Board's and Association's negotiating committees shall mutually agree on the benefit level and cost of all insurance provisions (programs) covered in this agreement.

- a. The Board shall provide a dental care insurance plan to be administered for all teachers covered in this agreement. Family and single plan entitlement will be \$300.00 and \$150.00 respectively. Payments will be made monthly upon presentation of valid bills.
- b. Teachers whose spouses that have family health and/or dental insurance policies through some other group plan shall not be eligible to participate in the district's insurance programs in the family plan.

6. The School District will pay a maximum of 5% of 5% of the employee's ANNUAL CONTRIBUTION TO THE WISCONSIN RETIREMENT FUND. THE TEACHERS SHALL HAVE IMMEDIATE VESTING RIGHTS TO THE EMPLOYEE'S PORTION OF THE ~~OF~~ MONEY IN THE WISCONSIN RETIREMENT FUND

TEACHER EVALUATION

and define the following

Delete

Section 1. All teachers shall be evaluated pursuant to reasonable, job-related and uniformly applied evaluation criteria and written evaluation instruments, developed for the evaluated teachers' respective instructional levels, to insure that teacher performance is measured consistently by all persons charged with the responsibility for the evaluation of teachers.

No bargaining unit employee may be assigned to evaluate the performance of any other bargaining unit employee, for purposes of promotion, demotion, discipline and/or continued employment.

system

During the first three (3) weeks of school, the District shall orient all teachers regarding evaluative procedures, instruments and criteria. If the evaluation instrument is changed, all teachers shall be oriented. *Admin. informed*

All monitoring or observation of the performance of a teacher for purposes of teacher evaluation shall be conducted openly and with the full knowledge of the teacher. The District shall notify each teacher of the identity of the District supervisor(s) who will be evaluating that teacher's work performance, prior to any work performance evaluations.

Section 2. Formal Evaluation.

Delete

- a. Classroom visitation shall be one phase of the evaluation process and shall be done on a planned, systematic basis. All formal evaluations shall be scheduled in advance and at a time agreeable to the teacher and the evaluator, and conducted with the full knowledge of the teacher. All formal evaluation observations shall be for a minimum of thirty (30) minutes. Evaluator(s) shall be physically present during the classroom observation.
- b. Each evaluator shall use the same evaluation form/instrument in evaluating all teachers teaching at the same instructional level.
- c. A pre-evaluation meeting between the teacher and the evaluator will be held at a mutually agreeable time if requested by the teacher or the evaluator.
- d. A written record of the evaluation -- the evaluation form -- will be prepared and signed by both the evaluator and the teacher being evaluated. The teacher being evaluated will be given a copy of the completed evaluation form to be placed in the teacher's personnel file. The teacher shall acknowledge receipt of the copy by signing the evaluation form. Signature by the

Admin. objection

teacher does not necessarily indicate agreement with the evaluation, but rather that the teacher has seen the evaluation and received a copy. A teacher shall not be required to sign a blank or incomplete evaluation form. The teacher being evaluated may require that his/her written response to the evaluation be attached to the evaluation form and included in his/her personnel file.

A conference concerning the evaluation may be requested by the teacher. The conference, if requested, shall take place at a mutually agreeable time within ten (10) working days of the evaluation.

f. The District shall conduct at least ^{two (2)} ~~three (3)~~ formal evaluations each school year ^{as part of the evaluation process for first and second year teachers.} Teachers with two (2) years or more ^{experience} shall have at least one (1) formal evaluation ^{every other school year} each school year.

Section 3. Informal Observations or Evaluations. All informal observations or evaluations of teachers shall be conducted with the full knowledge of the teacher. If an informal observation results in any entry in the teacher's file, a written copy shall be provided to the teacher within three (3) working days of the observation. The teacher being observed may require that his/her written response to the observation report be attached to that report. A post-observation meeting between the teacher and the evaluator shall be held if requested by either the teacher or the evaluator.

Section 3. Personnel File of Teacher.

a. Evaluation records shall be kept on file as part of each teacher's personnel file. A teacher shall have the right, upon request, to review the contents of his or her personnel file; to have a representative of the Association accompany him/her during such review; to receive copies of any material contained in that personnel file; to respond in writing to any material which the District has included in the teacher's personnel file, and to have that written response included in the personnel file; and to secure the removal of any inaccurate informational material contained in the teacher's personnel file. Any disputes over the application of this section shall be subject to the Agreement's grievance procedure.

b. No materials related to a teacher's job performance or the District's evaluation of the teacher's job performance (including, but not limited to, parent complaints or supervisor's evaluative notes or records) may be included in a teacher's personnel file unless that

For administrative purposes

The administrator may determine to evaluate a teacher in consecutive years

Admin objection

These evaluations shall be completed on or before 2/15/85

teacher has first been shown the material and given an opportunity to respond in writing.

Section 5. Use of Evaluation Reports. No disciplinary action (including suspension, discharge, nonrenewal or staff reduction) may be taken by the District with respect to a teacher, based upon that teacher's evaluations, unless the District has:

- a. Previously provided the teacher with written notice of all alleged job performance deficiencies, which must be specifically described;
- b. Previously notified the teacher in writing of the action(s) required of the teacher by the District to rectify or eliminate the specified job performance deficiencies (and such action(s) must be reasonable and related to the job performance deficiencies alleged by the District).
- c. Given the teacher a reasonable opportunity and a reasonable period of time to comply with the action(s) required by the District and to rectify or eliminate the specified job performance deficiencies; and
- d. Subsequently evaluated the teacher to determine whether the specified job performance deficiencies have been rectified or eliminated.

APPENDIX "C"

	<u>BA MINIMUM</u>					<u>BA/STEP 7</u>				
	<u>80-81</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>84-85</u>	<u>80-81</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>84-85</u>
Salary Rank	1-2	1	2	2	4/3	1	1	2	2	2/2
Average Salary	10,971	11,929	12,385	12,999	13,746	13,492	14,692	15,253	15,990	16,904
Mineral Point Placement Re. Average Salary	229	321	365	175	54 ¹ 204	456	564	626	418	283 469
Percentage Difference	2.1	2.7	2.9	1.3	.4 1.5	3.4	3.8	4.1	2.6	1.7 2.8

	<u>BA MAXIMUM</u>					<u>MA MINIMUM</u>				
	<u>80-81</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>84-85</u>	<u>80-81</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>84-85</u>
Salary Rank	1	1	1	1	2/1	2	4	2	2	3/3
Average Salary	15,088	16,427	17,195	18,083	19,069	11,890	12,936	13,413	14,052	14,830
Mineral Point Placement Re. Average Salary	1,152	1,335	1,293	1,021	941 1,157	210	574	337	323	170 320
Percentage Difference	7.6	8.1	7.5	5.6	4.9 6.1	1.8	4.4	2.5	2.3	1.1 2.2

	<u>MA/STEP 10</u>					<u>MA MAXIMUM</u>				
	<u>80-81</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>84-85</u>	<u>80-81</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>84-85</u>
Salary Rank	1	1	1	1	2/2	7	4	3	3	7/3
Average Salary	16,100	17,540	18,183	18,981	20,022	17,779	19,418	20,204	21,343	22,588
Mineral Point Placement Re. Average Salary	454	774	966	1,039	868 1,073	-234	44	146	-68	-388 -175
Percentage Difference	2.8	4.4	5.3	5.5	4.3 5.4	-1.3	.2	.7	-.3	-1.7 -.8

	<u>SCHEDULE MAXIMUM</u>				
	<u>80-81</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>84-85</u>
Salary Rank	8	8	8	5	6/5
Average Salary	18,714	20,586	21,404	22,676	24,050
Mineral Point Placement Re. Average Salary	-1,169	-379	-304	-401	-850 -634
Percentage Difference	-6.2	-1.9	-1.4	-1.8	-3.5 -2.6

¹In all instances where two numbers appear, the first number represents the District's offer and the second number represents the Association's offer.

	<u>BA MINIMUM</u>		<u>BA/STEP 7</u>		<u>BA MAXIMUM</u>		<u>MA MINIMUM</u>		<u>MA/STEP 10</u>	
	<u>Dollar Increase</u>	<u>Percent</u>	<u>Dollar Increase</u>	<u>Percent</u>	<u>Dollar Increase</u>	<u>Percent</u>	<u>Dollar Increase</u>	<u>Percent</u>	<u>Dollar Increase</u>	<u>Percent</u>
Cuba City	700	5.4	868	5.4	808	4.3	700	4.9	952	4.9
Darlington	1,065	8.2	1,275	8.1	1,380	8.1	1,170	8.2	1,485	7.9
Dodgeville	800	6.3	968	6.3	1,112	6.3	800	5.9	1,072	5.9
Iowa-Grant	355	2.8	440	2.8	480	2.7	390	2.7	532	2.8
Lancaster	775	5.9	949	5.9	1,123	5.9	775	5.6	1,054	5.6
Platteville	933	6.9	1,158	6.9	1,233	6.9	1,013	6.9	1,380	6.9
Southwestern	600	4.7	744	4.7	864	4.7	600	4.4	816	4.4
Mineral Point	625 ¹ 775	4.7 5.9	779 965	4.7 5.9	906 1,112	4.7 5.8	625 775	4.3 5.4	870 1,075	4.3 5.4
Mean Among Comparables	775	5.9	949	5.9	1,112	5.9	775	5.6	1,054	5.6
Comparables Average	747		915		1,000		778		1,042	
Mineral Point Dollar Variation Re: Average	-122 28		-136 50		-94 112		-153 3		-172 33	

	<u>MA MAXIMUM</u>		<u>SCHEDULE MAXIMUM</u>	
	<u>Dollar Increase</u>	<u>Percent</u>	<u>Dollar Increase</u>	<u>Percent</u>
Cuba City	1,536	7.1	1,564	6.9
Darlington	1,625	7.8	1,765	7.7
Dodgeville	1,232	5.9	1,232	5.7
Iowa Grant	667	3.1	1,284	5.3
Lancaster	1,178	5.6	1,209	5.4
Platteville	1,543	6.9	1,603	6.9
Southwestern	936	4.4	960	4.3
Mineral Point	925 1,141	4.3 5.4	925 1,141	4.2 5.1
Mean Among Comparables	1,232	5.9	1,284	5.7
Comparables Average	1,245		1,374	
Mineral Point Dollar Variation Re: Average	-320 -104		-449 -233	