

# MEMORANDUM OF UNDERSTANDING

Between

Board of Education of New Berlin CUSD #16 Board of Education

&

New Berlin Education Association

This Memorandum of Understanding (“MOU”) is hereby entered into on the 19<sup>th</sup> day of March, 2026 by and between the Board of Education of New Berlin CUSD #16 (the “Board”) and the New Berlin Education Association (“NBEA”).

WHEREAS, the Director of Student Services for grades 6-12 is a position included in the bargaining unit pursuant to the Collective Bargaining Agreement (“CBA”) entered into between the Parties.

WHEREAS, for the 2025-2026 year, the Director of Student Services position was held by Dr. Joe Viola.

WHEREAS, Dr. Viola resigned from this position effective February 13, 2026.

WHEREAS, Section 7.1 of the CBA requires that teachers receive notice of their tentative assignments for the following year no later than June 16.

WHEREAS, the Parties understand that Dr. Viola has unique experience and expertise in Skyward, master scheduling, graduation requirements, credit tracking, and oversight of student demographic and programmatic subgroups, including students served under IEPs and Section 504 plans, which is critical to maintaining compliance with all applicable state and federal laws.

WHEREAS, the Parties desire certain functions of the Director of Student Services to continue uninterrupted through the remainder of the 2025-2026 school year.

WHEREAS, the Parties have expressed a willingness to clearly define roles, responsibilities, expectations, and timelines to ensure alignment with district goals and student success.

THEREFORE, the Parties hereby agree as follows:

1. **Scope of Work.** For the remainder of the 2025-2026 school year, Dr. Viola will perform the following duties:
  - A. Prepare the 2026 - 2027 High School and Junior High Master Schedule in a timely manner consistent with Section 7.1 of the CBA;

- B. Communicate via e-mail with seniors regarding scholarship opportunities as well as postsecondary plans;
- C. Answer any e-mails from parents and students; and
- D. Respond to administration and the Registrar on the status of Dr. Viola's scope of work.

During this time period, District administrators may absorb any other duties customarily performed by the Director of Student Services with no additional pay.

**2. Work Conditions/Financial Terms/Hours.**

- A. Dr. Viola may work remotely and outside of contractual hours in order to perform the duties outlined in the Scope of Work, including on weekends as may be permitted by District administration.
  - B. Dr. Viola will be required to submit hours worked to the Superintendent. He will be paid at the Extra Duty Rate of \$30 per hour pursuant to Appendix B of the CBA. The number of hours should not exceed 400.
3. **Term.** This MOU shall be effective February 17, 2026 and remain in effect until June 30, 2026, unless terminated earlier by mutual agreement or written notice of either party.
  4. **Nonprecedential.** This MOU shall be non-precedential and cannot be cited except for the purposes of enforcing the terms of this MOU.
  5. **Signatures.** By signing below, the parties agree to the terms outlined in this MOU.

**Board of Education President**

\_\_\_\_\_

Date: \_\_\_\_\_

**Board of Education Secretary**

\_\_\_\_\_

Date: \_\_\_\_\_

**New Berlin Education Association President**

\_\_\_\_\_

Date: \_\_\_\_\_

**New Berlin Education Association Secretary**

\_\_\_\_\_

Date: \_\_\_\_\_