

AGREEMENT

Between

BOARD OF EDUCATION

of

GREEN BAY AREA PUBLIC SCHOOL DISTRICT

and

GREEN BAY EDUCATION ASSOCIATION

for the period of July 1, 2007 through June 30, 2009

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It is the policy of the Green Bay Area Public School District to be nondiscriminatory on the basis of sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability in education programs and activities and also employment practices. Direct inquiries to Equity Office, Green Bay Public School District, P.O. Box 23387, Green Bay, WI 54305, (920) 448-2184.

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between
BOARD OF EDUCATION

of
GREEN BAY AREA PUBLIC SCHOOL DISTRICT
and
GREEN BAY EDUCATION ASSOCIATION
for the period July 1, 2007, through June 30, 2009

PREAMBLE

To effectuate the purposes of the Municipal Employment Relations Act of the Wisconsin Statutes and to encourage and increase effective and harmonious working relationships between the Board of Education (hereinafter the "Board") for Green Bay Area Public School District (hereinafter the "District") and its employees represented by the Green Bay Education Association, a voluntary labor organization (hereinafter the "Association"), this Agreement has been reached.

ARTICLE I
RECOGNITION

Pursuant to the provisions of the Municipal Employment Relations Act of the Wisconsin Statutes and to a request received from the Association, and said Association having satisfactorily shown that it is authorized by a majority of the non-supervisory certificated teaching personnel employed by the Board and such request having been approved at a regular meeting of the Board on April 20, 1964, and revised on January 22, 1973, and January 20, 1975, the Board does hereby recognize the Association as the exclusive collective bargaining representative for all regular full-time, regular part-time certificated teaching personnel employed by the Board including classroom teachers, librarians, guidance counselors, psychologists, psycho metrists, social workers, teachers of the homebound, department chairpersons, unit leaders, job placement counselors, certified physical and occupational therapists, speech and language pathologists, nurses, and teachers on leave of absence; but, excluding superintendents, principals and those directors and coordinators who are "supervisors" as defined in State Statutes 111.70.

Unless otherwise indicated the following definitions shall be used in this Agreement.

1. Days when used in the Agreement shall mean working school days; thus, weekends, scheduled holidays or recess days are excluded.
2. The terms: "School District, District, Board, Superintendent, Administrator, Principals, Directors and Supervisors" as used herein shall mean the employer or anyone designated to act on behalf of the employer.

ARTICLE II
MANAGEMENT RIGHTS

- A. The Board, on its own behalf, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities of the State of Wisconsin, and of the United States, relative to management and direction of a properly and efficiently operating School District. These rights include, without limitation because of enumeration, the right of the District:
1. To the executive management and administrative control of the school system and its properties, programs and facilities.
 2. To determine the mission and goals of the District.
 3. To determine and supervise the program of instruction in the District.

4. To hire all employees and, subject to the provisions of the law and this Agreement, to determine their qualifications and the conditions for their promotion; to involuntarily transfer employees for cause and to discipline, demote, suspend, nonrenew and/or discharge employees for just cause.
 5. To establish and maintain evaluation standards and procedures for assessing the qualifications and competency of its employees.
 6. To utilize personnel, methods and means in the most appropriate and efficient manner possible.
 7. To determine the allocation and assignment of work to the employees of the District subject to the provisions of law and this Agreement.
 8. To determine the size and composition of the work force; to establish new jobs and abolish or change existing jobs; and to lay off employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Wisconsin Statutes; the Municipal Employment Relations Act, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Wisconsin, and the Constitution and laws of the United States.

ARTICLE III

NEGOTIATION PROCEDURES

- A. The Board and the Association each recognize its legal obligation to "Collective Bargain" as that term is defined by Section 111.70 (1)d, Wisconsin Statutes, with respect to wages, hours, and conditions of employment.
1. Any Agreement reached shall apply to all bargaining unit teachers, be reduced to writing, and be executed by the appropriate and duly authorized officer or officers of the Board and the Association.
 2. During such negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counterproposals. As of the time it is available, the Board will provide the Association with a complete tentative line budget for the next fiscal year, as well as preliminary budgetary proposals, requirements and allocations, upon the Association's request. The Board will also make available to the Association, for inspection, all pertinent public records, data and information of said District. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the foregoing negotiation process.
- B. An impasse shall occur when, after a reasonable period of negotiation, the parties are deadlocked on any topic under discussion. In the event of an impasse, the Board and Association may follow the procedures set forth in Section 111.70 (4)cm, Wisconsin Statutes.

ARTICLE IV

ASSOCIATION SECURITY

- A. Pursuant to the Municipal Employment Relations Act of the Wisconsin Statutes, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association, to bargain collectively through the Association, and to

engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid or protection. As a duly elected body exercising governmental power under color of law of the State of Wisconsin, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the act or other laws of Wisconsin or the Constitutions of Wisconsin and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective bargaining or negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

- B. If negotiation meetings between the Board and the Association are scheduled during a school day, five (5) members of the Association's negotiating team will be relieved of all regular duties without loss of pay, as necessary, in order to permit their participation in such meetings; and the Association shall pay for one-half (½) of any substitute teacher cost.
- C. In order for the Association to properly administer this Agreement for the benefit of the teachers and the welfare of the school system, the Association will have access to all school buildings and to all teachers, provided that the exercise of this right will not interfere with the educational program. The Association will furnish the Board with a list of authorized representatives within ten (10) days following ratification of this Agreement, provided, however, that the Association may, from time to time, modify such list in writing.
- D. The Board will, consistent with its statutory duty to collectively bargain with the Association as the bargaining representative of the teachers, and within its legal obligation to provide information and data, provide the Association with access to any public document which may be necessary for the Association to formulate programs or process grievances under this Agreement.
- E. The Association will be provided, upon request, with copies of minutes of official Board meetings and all other documents related to matters set forth in Section D above that are distributed to Board members at official meetings as soon as possible after such meeting. A copy of the official agenda of the meeting, and any such related attachments, will be given to the Association prior to said meeting.
- F. The Association has the following rights:
 - 1. The Association and its representatives shall have the right to use school buildings and facilities for organizational meetings and activities directly related to the Association's responsibilities and functions as the exclusive collective bargaining representative, at reasonable hours and locations, provided that such use does not interfere with school functions or activities or previously scheduled community activities. The time and place of all meetings shall be arranged in advance with the building principal. The Association will pay any additional cost necessitated by such use.
 - 2. The Association shall have the right to post matters directly related to its responsibilities and functions as the exclusive collective bargaining representative on existing bulletin boards in the faculty lounges in each school building.
 - 3. The Association shall have the right, subject to all applicable rules and regulations of the U.S. Postal Service, to communicate with bargaining unit members regarding matters directly related to its responsibilities and functions as the exclusive bargaining representative through use of the interschool mail service and the teacher mailboxes. Copies of all such material will be given to the building principal, but his/her advance

approval will not be required. The Association will also have the right to use the interschool mail to distribute material of the aforesaid type, provided that such material shall not be detrimental to the school nor to individuals involved in administration of the District.

G. Dues Deduction and Fair Share

1. It is agreed and understood by and between the parties hereto that the Board will deduct from the annual earnings of all those teachers who have on file with the District a voluntary written dues deduction authorization signed by the teacher, the amount of the Association's dues as certified in writing by the Association to the District, subject to the following conditions:
 - a. Dues shall be deducted:
 - 1) In the case of a teacher who is employed before the commencement of school in any school year, commencing with the first pay period in September, one twentieth (1/20) of the dues certified by the Association as the current annual dues uniformly required of all teachers; and
 - 2) In the case of a teacher who is employed after the commencement of the school year, an amount of the current annual dues uniformly required of all teachers computed on a prorated semi-monthly basis for each semi-monthly pay period.
 - b. Such written authorization by a teacher may be revoked by the teacher by written notice to the Association and the District during the thirty (30) day period immediately prior to the anniversary date of such written authorization. In the absence of such revocation, sent and received in accordance with the foregoing, the authorization shall be renewed for additional yearly periods.
 - c. Any change in the amount of dues to be deducted shall be certified by the Association to the District no later than one (1) week before the effective date of such change.
 - d. In the event a teacher leaves the employ of the District before the required number of semi-monthly dues installments have been deducted, or in the event an unforeseen circumstance causes the individual to receive no paycheck or a paycheck which is not sufficient to cover the dues deduction before the necessary semi-monthly installments have been deducted, the Association shall assume the responsibility for any further amounts due it.
2. Membership in the Association is voluntary. Teachers have the right to join, refrain from joining, maintain, or drop their membership from the Association.
3. It is understood and agreed by the parties that the Board will deduct from the annual earnings of all other teachers employed by the District except as hereinafter provided, a fair share, i.e., the proportionate share of the cost of the representation by the Association as provided in Section 111.70(1)(f), Wisconsin Statutes, and as certified to the District by the Association.
 - a. A fair share shall be deducted:
 - 1) In the case of a teacher who is employed before the commencement of school in any school year, commencing with the first pay period in September, one twentieth (1/20) of the amount certified by the Association to be the fair share of the annual cost of representation by the Association; and

- 2) In the case of a teacher who is employed after the commencement of the school year, the amount certified by the Association to be the fair share of the annual cost of representation by the Association computed on a prorated semi-monthly basis for each semi-monthly pay period.
 - b. The Association shall notify the District of the amount certified by the Association to be the fair share of the cost of Representation by the Association and the date for the commencement of fair share deductions at least one (1) week prior to any required fair share deduction being made.
 - c. The Association agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the District of any change in the amount of such fair share costs no later than one (1) week before the effective date of the change.
 4. Teachers Exempt:
 - a. On or before September 7 of each year, the Association will submit a list of teachers whose dues have been paid in advance, in full or in part. As to such teachers who have paid full dues in advance, no deduction shall be made. As to teachers who have paid part of their dues in advance, the Board shall deduct only that amount per pay period certified by the Association.
 5. The District shall pay the amounts thus deducted from teachers' salaries as dues or fair share to the treasurer of the Association within one (1) week of the date such deductions were made, and shall simultaneously transmit to the Association, in writing, a report listing in alphabetical order, the name of the teacher, social security number, and the amount of money deducted.
 6. If a District made error is discovered with respect to fair share deductions under this provision, the District shall correct the error by appropriate adjustment in the teacher's next paycheck if there are sufficient funds to cover the adjustment. The District shall not be responsible for any other adjustment.
 7. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of State and Federal Law and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by State or Federal Law, the Association will place in an interest-bearing escrow account any disputed fair share amounts.
 8. The Association shall indemnify and shall save the District harmless against any and all claims, demands, or suits, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or nonaction is in compliance with the provisions of this Article; provided that the defense of any such claims, demands, or suits be under the exclusive control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representation of its own choosing and at its own expense.
- H. The President of the Association shall be provided with a paid leave of absence for the period of time either full or half time to engage in the transaction of Association activities directly

related to the Association's responsibilities and functions as the exclusive collective bargaining representative provided that such an arrangement can be made without interference with the instructional program, scheduled professional learning, scheduled faculty meetings, and contract riders. The following conditions apply to the part-time release of the Association President:

1. The Association shall reimburse the District for the cost of the salary and fringe benefits of the replacement teacher.
 2. The replacement teacher shall be hired under a conditional contract for the term of office of the released time President under the provisions of Article XXVII.
 3. The Association President shall have input as to the selection of the conditionally hired teacher.
 4. The released time President shall accrue all rights of employment as if he/she were a full-time employee; i.e., advancement on the salary schedule, insurance benefits, retirement, etc.
- I. The Association shall be provided with up to fifty (50) days per school year of paid release time to be used at the discretion of the Association by employees of the District who are officers or representatives of the Association for the transaction of Association activities directly related to the Association's functions as exclusive collective bargaining representative, provided the Association gives the administration at least twenty-four (24) hours advance notice, and one week advance notice for 15 of these days, of the intended use of such paid release time and that the use of such paid release time by such Association representatives or officers does not unreasonably interfere with normal school functions. The Association shall reimburse the Board for any substitute costs resulting from teacher absence for such Association business, except for five (5) days that shall be paid for by the District.
- J. Representatives and officers of the Association shall be allowed to make telephone calls and other communiqués for the transaction of Association activities directly related to the Association's function as exclusive collective bargaining representative during school hours providing such representatives doing so do not unreasonably interfere with normal school functions. Representatives and officers may use e-mails and faxes as long as no communications regarding job actions or concerted activities is communicated via these vehicles. A copy will be given to the building administrator.
- K. The names of all new staff members, their building, grade, and subject assignments shall be provided to the Association as they become available, but no later than September 15 annually.
- L. The Board shall, with the expressed written consent of the carrier, make available to the Association for its staff the life, health and dental insurance programs available to teachers within the District at the same group rates providing the Association submits all premiums to the Board in advance. The Association will enroll all current staff members within such programs within thirty (30) days of the execution of this Agreement. Any new Association staff members must be enrolled within thirty (30) days of their employment date.
- M. The initiation and/or continuance of all voluntary payroll deduction privileges extended to teachers, except as provided in Article IV, Section G, shall be reviewed annually by the Board and the Association; and additions, modifications, or deletions shall be effected as may be mutually deemed appropriate.
- N. The Superintendent shall provide the Association on or before October 1 of each year a list of names and addresses of parents with children then enrolled in the District. Such list shall be provided on computer tape and shall be the same list as that currently being used by the

District in mailing newsletters to parents. The Association agrees that the list shall not be made available to, or be used by, any Association member(s) or any person(s) outside the Association; but rather the list shall be used solely by the Association to communicate with School District parents regarding matters directly related to its responsibilities and functions as the exclusive collective bargaining representative for teachers. A breach of the obligations of the Association with respect to use of the list shall entitle the District to discontinue providing the list and computer tapes to the Association.

ARTICLE V
GRIEVANCE PROCEDURE

A. Definitions.

1. A "Grievance" is a claim based upon an event or condition which affects the wages, hours, and conditions of employment of a teacher, group of teachers or the Association as to the interpretation, meaning or application of any of the provisions of this Agreement.
2. A "grievant" may be a teacher, group of teachers, or the Association.
3. A "Party in Interest" is the aggrieved person and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of teachers.

C. General Procedures.

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school term, which, if left unresolved until the beginning of the following school term, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
3. In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of this Agreement, should it be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved under the terms of this Agreement and this Article, and not under the succeeding Agreement.
4. At all levels of a grievance, after it has been formally presented, at least one (1) member of the Association shall attend any meetings, hearings, appeals, or other proceedings required to process the grievance.

D. Initiation and Processing.

1. Level One. The grievant may first discuss his/her grievance with his/her immediate supervisor. If such discussion does not provide a satisfactory resolution, the grievant may formalize his/her grievance in writing. The grievant must file his/her grievance in writing with his/her principal or immediate supervisor either directly or through the

Association's designated representative, within forty-five (45) days except in instances in a suspension or discharge in which the grievant must file his/her grievance in writing within fifteen (15) days after the facts upon which the grievance is based became known, or the act or condition on which the grievance is based became known, or the act or condition on which the grievance is based occurred. If in any event the grievance is not filed within this forty-five (45) day or fifteen (15) day time frame, respectively, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to this Article. The principal or immediate supervisor shall give a written response, along with the reasons, to the grievant within five (5) school days of receipt of the written grievance.

2. Level Two. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may appeal to the Superintendent in writing within five (5) school days after the receipt of the decision at Level One. The Superintendent will meet with the grievant and an Association representative in an attempt to resolve the grievance within ten (10) school days after receipt of the appeal. A written decision, along with the reasons, shall be given to the grievant within the same ten (10) day period, beginning from the date of receipt of the appeal.
3. Level Three. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may after receipt of the decision by the Superintendent request that the Association submit his/her grievance to arbitration. Submission of the grievance by the Association to arbitration shall be to the Wisconsin Employment Relations Commission (WERC) with a copy to the District Superintendent. Such submission shall be made within five (5) school days after receipt of the decision by the Superintendent or fifteen (15) school days after he/she has appealed to the Superintendent, whichever is sooner. The WERC shall submit a panel of five (5) names from the WERC staff to the parties who will then be bound by the rules and procedures of the Wisconsin Employment Relations Commission (WERC) in the selection of an arbitrator and the conduct of the arbitration procedures. However, the arbitrator shall render the award promptly, unless otherwise agreed by the parties, not later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statement and proofs to the arbitrator. The decision of the arbitrator, in either case, will be final and binding upon the parties. The arbitrator shall have no power to add to or subtract from or modify any term(s) of this Agreement. The cost of the arbitrator and the transcript shall be split equally between the parties.
4. Initiation of Group Grievances. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association shall designate the individuals for whom the grievance is being processed at the time of filing.

E. Rights of Teachers to Representation.

1. No reprisals of any kind will be taken by the Board or by any member of the administration against any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.

2. Nothing herein contained shall be construed as limiting the right of any individual teacher, or any group of teachers having a grievance, from presenting, in person, or through representatives of their own choosing, such grievance to any appropriate member of the administration, and having such grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its views. Such grievant shall be liable for the one-half (½) of any arbitration costs which would have been paid by the Association had it processed the grievance. No individual teacher or group of teachers may process a grievance beyond Level Two without the written consent of the Association.
3. Any party in interest may be represented by himself/herself, or at his/her option by a representative selected by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

F. Grievance Mediation.

Upon processing a grievance to arbitration, the parties may agree to grievance mediation prior to the selection of any arbitrator. In grievance mediation, each side shall make an informal oral presentation of the case along with any stipulated documentation. The mutually agreed upon mediator shall render an advisory opinion to the parties on the merits of the case. The grievance mediator shall not serve as arbitrator of the grievance should it be processed further to final and binding arbitration. In the event the grievance is not resolved by mediation, it may be moved to arbitration within ten (10) days of the mediator's advisory opinion. The oral advisory opinion shall be issued immediately upon the conclusion of the oral presentation and shall not be communicated or in any manner revealed to the arbitrator of the grievance.

G. Miscellaneous.

1. Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three will be in accordance with the procedures set forth in Section D-3 of this Article.
2. The documents, communications and records dealing with the processing of grievances shall not be placed in any individual's personnel file and shall not be used when making evaluations of teachers' performance, recommendations for promotions or job applications, or when considering renewal of employment contracts.
3. When it is necessary at Level Two or Level Three for a representative or representatives designated by the Association to attend a meeting or hearing called by the Superintendent or his/her designee during the school day, the Superintendent's Office shall so notify the immediate supervisor of such Association representatives; and the representative(s) shall be released without loss of pay for such time as his/their attendance is required at such meeting or hearing.

ARTICLE VI
SCHOOL CALENDAR

- A. There will be one hundred ninety-one (191) paid contractual days in the 2007-2008 school year. These days shall be counted as follows:
1. There shall be one hundred eighty (180) teacher-student contact days scheduled within the school year.

2. Teacher preservice shall be August 28 and 29, 2007. Middle school teacher workdays shall be January 18 and June 6, 2008. Elementary teachers shall be provided a workday at the end of the first and second trimester (November 21, 2007 and February 29, 2008).
3. Holidays shall be September 3 and November 22, 2007, and May 26, 2008.
4. Professional learning half days shall be September 21, 2007 for reflection; October 19, 2007; December 7, 2007; and May 23, 2008. Elementary teachers shall have a half-day professional learning day and a half-day parent/teacher conference day on January 18, 2008. Middle and high school teachers will have a half-day professional learning day and a half-day parent/teacher conference day on February 29, 2008. Each building will have a committee to survey their respective staffs regarding input on half days of Professional learning. This committee will recommend the agenda for each half day, subject to the approval of the principal. The third half-day scheduled for December 7, 2007, will be devoted to meeting curriculum needs and will be scheduled by mutual agreement of the principal and departments at the middle and high schools. Elementary teaching specialists will not teach students on one (1) of the five (5) professional learning half days and will have this time for departmental meetings; however, an equalization schedule will be set up so that elementary teaching specialists teach the p.m. sections that otherwise would be missed during the a.m. of the remaining professional learning half-days.
5. Convention days shall be October 25 and 26, 2007, and March 14, 2008.
6. District-wide student make-up days for inclement weather shall be scheduled for use in June by postponing the scheduled closing date by the same number of days school has been closed minus one.
7. August 28 and 29, 2007, shall be teacher workdays. Teachers who are not accorded at least ten and one-quarter (10 1/4) hours of total time during the two (2) days for the purpose of classroom preparation and/or grades, team and departmental meetings shall be paid additionally for each such hour, or fraction thereof, at the regular hourly rate of pay.
8. Teachers new to the District or teachers returning to the District after an absence of five (5) years or more may be required to attend three (3) days of District orientation on the days immediately preceding the date of return for all teachers at the commencement of the school year. For this, new teachers will receive twenty-two point five (22.5) professional learning hours; and this satisfies the professional learning requirement for the first year. New teachers shall be required to meet twenty-two point five (22.5) District directed professional learning hours per year in Years 2 and 3; however, fifteen (15) hours can be banked from one year to the next. The Association shall receive one and one-half (1 1/2) hours during the three District orientation days for its use.
9. August 28 and 29, 2007, and June 9 and 10, 2008, are days when the District may direct additional hours of specific professional learning for designated teachers or groups of teachers. Teachers who will be required to participate in the August and June professional learning dates shall be notified by March 15 and June 1 respectively.
10. One additional day in the calendar will be used for other work activities as directed by the District excluding direct instruction of students in the 2007-2008 calendar. This additional day will be used as one of what is designated as potential required paid professional learning days at the beginning or at the end of the school year.

- B. There will be one hundred ninety-one (191) paid contractual days in the 2008-2009 school year. These days shall be counted as follows:
1. There shall be one hundred eighty (180) teacher-student contact days scheduled within the school year.
 2. Teacher preservice shall be August 25 and 26, 2008. Middle school teacher workdays shall be January 16 and June 9, 2009. Elementary teachers shall be provided a workday at the end of the first and second trimester (November 26, 2008 and February 27, 2009).
 3. Holidays shall be September 1 and November 27, 2008, and May 25, 2009.
 4. Professional learning half days shall be September 12, 2008 for reflection; December 5, 2008; and May 29, 2009. Elementary teachers shall have a half-day professional learning day and a half-day parent/teacher conference day on January 16, 2009. Middle and high school teachers will have a half-day professional learning day and a half-day parent/teacher conference day on October 17, 2008 and March 12, 2009. Each building will have a committee to survey their respective staffs regarding input on half days of professional learning. This committee will recommend the agenda for each half day, subject to the approval of the principal. The third half-day scheduled for December 5, 2008, will be devoted to meeting curriculum needs and will be scheduled by mutual agreement of the principal and departments at the middle and high schools. Elementary teaching specialists will not teach students on one (1) of the five (5) professional learning half days and will have this time for departmental meetings; however, an equalization schedule will be set up so that elementary teaching specialists teach the p.m. sections that otherwise would be missed during the a.m. of the remaining professional learning half-days.
 5. Convention days shall be October 30 and 31, 2008, and March 13, 2009.
 6. District-wide student make-up days for inclement weather shall be scheduled for use in June by postponing the scheduled closing date by the same number of days school has been closed minus one.
 7. August 27 and 28, 2008, shall be teacher workdays. Teachers who are not accorded at least ten and one-quarter (10 1/4) hours of total time during the two (2) days for the purpose of classroom preparation and/or grades, team and departmental meetings shall be paid additionally for each such hour, or fraction thereof, at the regular hourly rate of pay.
 8. Teachers new to the District or teachers returning to the District after an absence of five (5) years or more may be required to attend three (3) days of District orientation on the days immediately preceding the date of return for all teachers at the commencement of the school year. For this, new teachers will receive twenty-two point five (22.5) professional learning hours; and this satisfies the professional learning requirement for the first year. New teachers shall be required to meet twenty-two point five (22.5) District directed professional learning hours per year in Years 2 and 3; however, fifteen (15) hours can be banked from one year to the next. The Association shall receive one and one-half (1 1/2) hours during the three District orientation days for its use.
 9. August 25 and 26, 2008, and June 10 and 11, 2009, are days when the District may direct additional hours of specific professional learning for designated teachers or groups of teachers. Teachers who will be required to participate in the August and June professional learning dates shall be notified by March 15 and June 1 respectively.

10. One additional day in the calendar will be used for other work activities as directed by the District excluding direct instruction of students in the 2008-09 calendar. This additional day will be used as one of what is designated as potential required paid professional learning days at the beginning or at the end of the school year.
- C. There will be one hundred ninety-one (191) paid contractual days in the 2009-2010 school year. These days shall be counted as follows:
1. There shall be one hundred eighty (180) teacher-student contact days scheduled within the school year.
 2. Teacher preservice shall be August 26 and 27, 2009. Middle school teacher workdays shall be January 15 and June 8, 2010. Elementary teachers shall be provided a workday at the end of the first and second trimester (November 25, 2009 and February 26, 2010).
 3. Holidays shall be September 7 and November 26, 2009, and May 31, 2010.
 4. Professional learning half days shall be September 11, 2009 for reflection; December 4, 2009; and May 21, 2010. Elementary teachers shall have a half-day professional learning day and a half-day parent/teacher conference day on January 15, 2010. Middle and high school teachers will have a half-day professional learning day and a half-day parent/teacher conference day on October 16, 2009 and March 11, 2010. Each building will have a committee to survey their respective staffs regarding input on half days of professional learning. This committee will recommend the agenda for each half day, subject to the approval of the principal. The third half-day scheduled for December 4, 2009, will be devoted to meeting curriculum needs and will be scheduled by mutual agreement of the principal and departments at the middle and high schools. Elementary teaching specialists will not teach students on one (1) of the five (5) professional learning half days and will have this time for departmental meetings; however, an equalization schedule will be set up so that elementary teaching specialists teach the p.m. sections that otherwise would be missed during the a.m. of the remaining professional learning half-days.
 5. Convention days shall be October 29 and 30, 2009, and March 12, 2010.
 6. District-wide student make-up days for inclement weather shall be scheduled for use in June by postponing the scheduled closing date by the same number of days school has been closed minus one.
 7. August 28 and 31, 2009, shall be teacher workdays. Teachers who are not accorded at least ten and one-quarter (10 1/4) hours of total time during the two (2) days for the purpose of classroom preparation and/or grades, team and departmental meetings shall be paid additionally for each such hour, or fraction thereof, at the regular hourly rate of pay.
 8. Teachers new to the District or teachers returning to the District after an absence of five (5) years or more may be required to attend three (3) days of District orientation on the days immediately preceding the date of return for all teachers at the commencement of the school year. For this, new teachers will receive seven and one-half (7.5) professional learning hours that satisfies the professional learning requirement for the first year; AND can choose to be credited with either fifteen (15) hours of compensatory time OR seven and one-half (7.5) hours of compensatory time and seven and one-half (7.5) hours of banked professional learning hours.

9. August 26 and 27, 2009, and June 9 and 10, 2010, are days when the District may direct additional hours of specific professional learning for designated teachers or groups of teachers. Teachers who will be required to participate in the August and June professional learning dates shall be notified by March 15 and June 1 respectively.
 10. One additional day in the calendar will be used for other work activities as directed by the District excluding direct instruction of students in the 2009-2010 calendar. This additional day will be used as one of what is designated as potential required paid professional learning days at the beginning or at the end of the school year.
- D. Teachers shall not be required to make up time or lose pay when school(s) is (are) closed during an emergency except when all District schools are closed for a full day. However, teachers may be required to remain after students are dismissed until the safety of students can be assured.
 - E. When the start of school is delayed, teachers will report thirty (30) minutes prior to the new starting time.
 - F. Two evening parent/teacher conferences will be scheduled at the elementary and middle school levels. One evening conference shall be scheduled for the Thursday night preceding the Friday half-day conference. The additional date for the evening conference shall be scheduled based on a vote of the teaching staff to determine at each individual school whether it will occur the week of or the week after the half-day conference day.

ARTICLE VII
LEAVES OF ABSENCE

- A. Paid Leaves of Absence
 1. Sick Leave
 - a. Teachers shall be credited with seventy-five (75) hours of sick leave as of the first day of the teacher contract, except that teachers who are within one (1) year of their maximum sick leave accumulation shall not have their sick leave credited until the end of the school year unless they should use all of their accumulated sick leave during a school year, in which case they shall be credited the current year's sick leave at that time. Any such credit shall not exceed the total allowable accumulation. When sick leave usage exceeds earned credit, pro rata deductions of one (1) day for each month of employment less than a full contract year shall be withheld from the final check, except as provided for in Section A-1-d of this Article.
 - b. A teacher may use sick leave with pay for absence necessitated by incapacitating illness or injury, emergency dental care, and doctor or dental appointments that cannot be scheduled outside the teacher workday.
 - c. A teacher may use sick leave for absences necessitated by the serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, grandparents of spouse, former guardian, and any other member of the immediate household.
 - d. The maximum sick leave accumulation for teachers having earned in excess of six hundred (600) hours shall be fixed at the level credited as of the 1973-74 school year. Effective July 1, 2002, teachers credited with less than that amount shall be permitted to accumulate up to a maximum of seven hundred

and fifty hours (750) hours. Upon the expiration of a teacher's accumulated sick leave, the Board shall pay an extended benefit of eighty-two and one-half (82 ½) percent of such teacher's salary for a period not to exceed the ninety (90) day elimination period as per the Long Term Disability plan as set forth in Appendix 9. Teachers having exhausted their regular sick leave accumulations shall be paid extended benefits only for illnesses of more than three (3) consecutive days duration. Illnesses of greater than three (3) consecutive days shall be compensated from the first day of such illnesses. All other employment benefits shall continue for the one hundred ninety-one (191) day period. Disability benefits beyond the ninety (90) day elimination period shall be provided for under Article VIII, Fringe Benefit Programs, Section A-4. However, teachers on sick leave benefits under this section shall be required to apply for social security disability benefits during the fifth (5th) month of such disability. Teachers qualifying for such benefits shall have their sick leave benefits reduced by the amount of their social security benefits. Affected teachers failing to make social security application shall have all benefits under this section withheld until such time that application is made. This requirement shall apply only to teachers under the Social Security Act.

- e. The responsibility for claiming sick leave shall rest with the teacher who, within three (3) days of return, shall submit to the principal the form properly filled out.
- f. All cases of personal illness are subject to verification. In the event the Board should contest the judgment of the teacher's physician, a physician of the Board's choice may examine the teacher prior to a panel of three (3) doctors, including the teacher's personal physician, the Board's physician and a third physician, mutually acceptable to the previous two, reviewing the case. Any expenses incurred shall be paid by the Board.
- g. Each September teachers will be provided a statement of accumulated sick leave.
- h. The Board considers pregnancy, childbirth, and recovery there from to be the same as any other temporary job-related disability covered under this provision. Upon written request by the teacher, the Board shall provide sick leave benefits for such temporary disability. The teacher's doctor shall certify in writing to the Superintendent the expected period of disability at the time of medical confirmation of pregnancy. The period of temporary disability shall constitute the time the teacher's doctor certifies she is expected to be medically unable to work because of pregnancy or complications arising there from.
- i. An individual sick leave pool shall be established when a specific circumstance calls for it.
 - 1) Teachers donating to such a pool (bank) have the option of either giving up one day or more of their annual personal leave or sick leave days.
 - 2) Teachers giving up sick leave days will have their maximum accumulation permanently reduced by the number of days they contribute to the sick leave pool.
 - 3) It is mutually understood that a pool, once created, would be available only for use by the individual for whom the pool was created.

- 4) Contributions can be made by any School District Association employee for the benefit of another School District Association employee.
- 5) All donations of personal leave or sick leave shall be on a strictly voluntary basis.

2. Emergency Leave

Teachers shall be entitled to a maximum of two (2) days nonaccumulating leave each school year to transact matters of an urgent nature falling within the following categories:

- a. Natural disasters directly affecting the teacher's personal property or dwelling;
- b. Failure of a major system(s) within the teacher's home;
- c. Unscheduled delays in public transportation except for the cancellation of airline flights that were originally scheduled after 6:00 pm from the point of departure on the day prior to or for any flight scheduled the day of the scheduled workday. If a flight which was scheduled for after 6:00 pm is canceled or delayed, the teacher will either lose pay or be able to use personal leave, which will not be counted against the once every three (3) year provision; and
- d. Breakdown of personal automobile and unreasonable accessibility or inaccessibility of public transportation.

Notice of the need of such leave shall be submitted to the building principal at the earliest possible time. Such leave shall be reported in duplicate on forms available from the building principal.

3. Funeral Leave

Teachers shall be entitled to a maximum of five (5) days at any one time necessitated by the death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, grandparents of spouse, former guardian, and any other member of the immediate household. In the event of the death of a teacher in the District, the Superintendent shall determine the representation to attend the funeral. Teachers shall be entitled to one (1) day for the funeral of an aunt, uncle, niece or nephew. Up to seven point five (7.5) hours of compensatory time taken in half-day or full-day equivalents, per occurrence, may be used to attend the funeral of an aunt-in-law, uncle-in-law, or close personal friend.

4. Professional Leave

Leaves may be granted for the purpose of visiting other schools and attending meetings and conferences of an educational nature.

- a. The time limit of such leave shall be determined by the individual situation.
- b. The number of teachers attending any given function shall be representative of the scope of the function.
- c. Application for leave under this provision shall be submitted to the Superintendent at least two (2) weeks prior to the event, and shall be accompanied by a recommendation of a department chairperson, principal, or administrative supervisor.

- d. Approval of leave under this provision shall come from the Superintendent and/or Board.
 - e. Under this provision, expenses incurred by leave participants shall be paid by the Board unless such expenses are available from another source.
 - f. A form requesting such leave will be available in all schools. Copies will be provided for the teacher and the principal.
 - g. Teachers may use up to seven and one-half (7 ½) hours of compensatory time in order to utilize this leave.
5. **Military Service Leave**
The Board shall grant military service leave in compliance with existing Federal and State Laws. While on military service leave, teachers shall be given credit on the salary schedule for up to a maximum of one year.
- a. **Temporary Duty for Training**
Teacher reservists required to perform temporary duty with a military reserve unit will make every effort to avoid conflict with the ongoing school program. In the event that a conflict cannot be reconciled, the teacher reservist shall be granted a temporary leave of absence, which shall be deemed to be a paid leave of absence. All benefits accorded to teachers pursuant to the terms of this Agreement shall be maintained for such teacher reservists during the term of such temporary leave.
Additionally, such regular reservists shall be paid the differential between their regular contract salary and the military pay received for each contract day that falls within the term of such leave of absence.
 - b. **Active Duty**
Teacher reservists called to active duty shall be placed on temporary leave of absence, which shall be deemed to be a paid leave of absence. Such teacher reservists shall be deemed to have received compensation in the amount of their annual contract salary at the time of call up for services they are deemed to have rendered during the term of such leave, and the Board shall pay the full amount of the teacher reservists' required WRS contribution on such deemed compensation.
The Board shall maintain group health, dental and life benefits at status quo for each such teacher reservist through the end of the first full month following call up.
Additionally, such teacher reservists shall be paid the differential between their regular contract salary and the military pay received for sixty (60) days.
6. **Sabbatical Leave**
Sabbatical leave shall be made available to teachers under the following limitations:
- a. The leave shall not exceed two (2) semesters.
 - b. All such leaves must have prior approval of the Board.
 - c. Leaves must be for the purpose of obtaining an advanced degree or specific professional experience, for which remuneration is less than the pay the instructor would receive on the staff. Such educational experience should be of the nature that could not be obtained otherwise.
 - d. Applicants must have completed at least seven (7) years of service within the District.

- e. Letter of intent must be filed by March 15 to be followed by written application to be submitted to the Superintendent not later than April 15 of the current school year.
 - f. No more than two (2) teachers may be granted such leave for any year.
 - g. Any teacher granted sabbatical leave shall receive one-half (½) pay based on the teacher's salary for the year of sabbatical leave.
 - h. Teachers on sabbatical leave shall maintain all benefits of employment.
 - i. Those granted sabbatical leave shall sign a noninterest bearing note in an amount not less than in Section A-6-g above to guarantee to teach or work for the District at least two (2) years upon returning from such leave. Such a note shall provide that in the event of death, incapacitating injury or mutual agreement the note shall be canceled.
7. Religious Holiday Leave
Each teacher shall be entitled to two (2) days of leave each year for religious holidays where such religious observance prevents the teacher from working on scheduled school days. Notice to the Human Resources Office of intended leave usage must be at least five (5) days prior to such holidays.
8. Personal Leave
Up to four (4) personal days in any one (1) school year may be taken by a teacher for personal matters. Each year, a teacher shall receive two (2) personal leave days. Should a teacher not use personal leave days during the school year, they shall accumulate to a maximum of four (4). Such leave shall be deducted from accumulated sick leave. A teacher shall file a written notice with the building principal prior to the leave, when possible. Said personal day or two or less non-paid leave days shall not be used to extend a holiday, vacation or other break in the normal school calendar by intent. However, once every three (3) years personal leave days may be used to extend a holiday, vacation or other break in the normal school calendar. Building principals shall have the discretion to limit the use of this leave to one (1) teacher in buildings with 25 or less staff, two (2) teachers in buildings with 26-50 staff, and three (3) teachers in buildings with more than 50 staff, provided that acceptable substitute teachers are available. The maximum number of District-wide personal leaves granted on any one day shall be limited to two-point-four percent (2.4%) of the total number of bargaining unit members who require a substitute. Bargaining unit members who do not require a substitute will be excluded from the District-wide cap and from the calculation. Personal leaves under this section shall be other than those matters specifically set forth in the emergency leave provisions of this Article. Building principals shall have the discretion to limit the use of this leave to three (3) teachers in buildings with thirty (30) or less teachers, four (4) teachers in buildings with 31-50 teachers, and five (5) teachers in buildings with 51 or more teachers. Personal days must be taken in minimum units of one-half (½) day.
9. Leave to Temporarily Assume Administrator's Duties
- a. Teachers who temporarily assume, on a voluntary basis, administrator's duties shall have a qualified replacement assigned to relieve them of their bargaining unit duties after the first day of assignment. Upon conclusion of the temporary assignment of administrator's duties, the teacher shall return to his/her regular bargaining unit assignment. No temporary assignment of administrator's duties

shall continue beyond the end of the school year in which the assignment is accepted. Teachers who are assigned such administrator's duties shall not be assigned supervisory duties as defined in Section 111.70(1)(o), Wisconsin Statutes.

- b. Teachers who temporarily assume administrator's duties shall be paid, in addition to their regular salary, .0009 of the BA base for each day of the assignment.

10. Civic Duty Leave

If a teacher is called for jury duty or is subpoenaed to appear before a judicial, administrative or quasi-judicial body, he/she shall not lose wages as the result of such appearance(s), except in cases involving outside District employment or cases in which the teacher instituted the litigation. However, the teacher shall reimburse the District in the amount of any jury duty pay or witness fees, which he/she might have received as the result of such mandatory duties of this section.

11. All benefits for teachers on paid leaves shall be maintained except as specifically otherwise provided in this Agreement.

12. Other leaves of absence with pay may be granted by the Board for good reason.

13. On the first day in any school year when schools are closed all day because of inclement weather, e.g., "snow day," teachers scheduled for leaves, including short term regular sick leave, personal leave, or who have called in sick after the end of the previous work day, shall not have an accumulated sick day deducted nor docked wages. Additionally, any teacher on a scheduled short-term paid or non-paid leave of less than five days for whatever reason, likewise shall not be docked wages. Teachers on non-paid leave five days or longer or who are on extended sick leave shall have the first such "snow day" considered as any other such day of their leave. Any subsequent "snow days" during the remainder of any school year shall be made up with students by extending the students' school year by the number of such "snow days." Teachers on short-term (less than five days) non-paid leave or other paid leaves will not be charged for such leave, but will be required to make up the time on the scheduled make-up day(s). However, teachers on long-term non-paid leaves (five days or more) or on extended sick leave will have subsequent "snow days" considered as leave days and if required to make up such days in the event they return to work prior to the end of the then current school year, they shall be compensated at their regular daily rate of pay for each such day.

B. Nonpaid Leaves of Absence

1. Public, Association and Professional Service Leave

- a. Upon election or appointment to full-time political, Association, or professional office, teachers shall be granted leaves of absence for a length of time to concur with the term of office. Subsequent extensions shall be granted upon reelection or reappointment to office. However, the teacher so excused shall, on or before the anniversary date of the granting of such leave, express in writing his/her desire to remain on leave of absence, and his/her desire to return to his/her previous position upon termination of his/her term of office.

- b. Teachers appointed or elected to public, Association, and/or any other professional office for which the required commitment is less than full time, shall be granted leave for those days or portions of days requiring absence for

the purpose of performing the duties of such office. Such teacher's daily salary shall be reduced by the cost of his/her substitute. Said teacher shall provide evidence to the District of a proper appointment or election to public, Association, or professional office as well as the length of the term of such appointment or election. Timely notice of the necessity to be absent from regular teaching duties shall be provided to the District.

2. Exchange Teaching Leave

- a. A leave may be granted upon submission of written application to the Superintendent by April 1 of the current school year for exchange, foreign, or other assigned teaching. When a leave is granted, the teacher must indicate in writing by April 15 his/her intention for the subsequent year or re-employment will not be assured. Any teacher having been granted such leave of absence must teach a minimum of four (4) consecutive years following such leave of absence before a second leave will be considered. No more than three (3) such leaves of absence will be granted the same individual.
- b. Any teacher having been granted a year's leave of absence for teaching under this provision will be credited for that year on the salary schedule. Teachers must have two (2) years teaching experience in the District before they become eligible for this leave.

3. Advanced Study Leave

- a. Teachers shall be eligible for a leave of up to two (2) semesters for advanced study after two (2) years of teaching experience within the District. Applications for such leave must be filed with the Superintendent not later than April 15. When a leave is granted, the teacher must indicate in writing by April 15 his/her intention for the subsequent year or re-employment will not be assured. Any teacher having been granted such leave of absence must teach a minimum of four (4) consecutive years following such leave of absence before a second leave will be considered. No more than three (3) such leaves of absence will be granted for the same individual. In order to qualify for this leave, teachers must be enrolled in a graduate program or taking graduate or undergraduate courses.
- b. Any teacher having been granted a year's leave of absence under this provision as a part of an approved program will be credited for that year on the salary schedule.

4. Child-Rearing Leave

- a. Maternity - A teacher shall be granted, upon request, a nonpaid leave of absence for child-rearing not to exceed one (1) school year following the birth of his/her child; however, in no case may such teacher return to his/her duties other than at the beginning of a school year or at the beginning of the second semester. Such leave may, the teacher's option, commence at the conclusion of temporary disability due to pregnancy covered under sick leave benefits, or at any date prior to his/her child's birth, or at the commencement of the period of temporary disability associated with pregnancy, or, if the conclusion of the period of temporary disability is within nine (9) weeks of the conclusion of the school year, the teacher may defer the beginning of the leave until the following school year. The teacher shall certify to the Superintendent the beginning date

of the child-rearing leave as soon after confirmation of pregnancy as practicable. No teacher on such leave will be denied the opportunity to substitute or replacement teach in the District in the area of his/her certification or competence by reason of the fact that he/she is on said leave. At any time up to ten (10) days after the birth of the child (except where complications as confirmed by a doctor result from said birth justifying an extension), a teacher may alter the date of his/her return from this leave, but under no circumstances will the return be at any other time than the beginning of a semester. After the expiration of the ten (10) days aforementioned, the leave will stand as originally granted. The above shall be modified, if necessary, to conform to existing Federal and State Laws.

- b. Adoption - A teacher adopting an infant child may receive a similar leave as set forth in Section B-4-a herein, which will commence upon receiving de facto custody of said child or earlier, if necessary, in order to fulfill the requirements for adoption. Under no circumstances will a teacher being given a child-rearing leave in the case of adoption be allowed to alter his/her return date. No teacher on such leave will be denied the opportunity to substitute or replacement teach in the District in the area of his/her certification or competency by reason of the fact that he/she is on this leave.
- c. See Article XVI, Salary, Section C-5 for requirements for salary placement.

5. Family Leave

A teacher shall be granted, upon request, a nonpaid family leave of absence for up to two (2) years. However, after the first year of leave, the teacher on family leave shall vacate the position s/he holds and will return through the normal posting process to an open position for the ensuing school year. Family leave will be granted only for circumstances, which qualify for State or Federal Family Medical Leave Act or are within four (4) years of birth/adoption of a child. Time taken as Child-Rearing Leave may be counted against the time taken as Family Leave.

6. Health Leave

A leave of absence without pay for up to one (1) year will be granted to a teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

7. Career Alternative Leave

- a. A leave of absence may be granted upon submission of a written application to the Superintendent by April 15 of the current school year for one (1) or two (2) years of career exploration. When a leave is granted, the teacher must indicate in writing by the next April 15 his/her intention for the subsequent year or re-employment will not be assured. Teachers must have two (2) years teaching experience in the District before they become eligible for this leave.
- b. A teacher, if selected for an administrative position in the District, may retain seniority rights in the bargaining unit for a period of one (1) year. Prior to the conclusion of the one (1) year period, the teacher shall decide to remain as an administrator or return to the bargaining unit. This decision will be presented, in writing, to the Superintendent no later than April 15 of the subsequent year. During the first year of such administrative assignment, a replacement shall be

- employed under the provisions of Article XXVII, Section A, to fill the position left vacant by the teacher.
- c. No more than four (4) teachers per year will be eligible for leaves of absence under Section B-7-a, and two (2) employees per year under Section B-7-b.
8. Other leaves of absence without pay may be granted by the Board. The following guidelines will apply:
- a. The specific purpose for the leave must be indicated on the request;
 - b. Whenever possible the written request is to be received in the Human Resources Office at least two (2) weeks prior to the leave;
 - c. Nonpaid leaves for longer than two (2) continuous workdays will be approved only once in a five (5) year period for any individual employee, except when such leave is primarily related to the teacher's specific work assignment. Said nonpaid leave may be used to extend normal breaks in the school calendar but may not be used to extend summer recesses. However, no less than three (3) consecutive nonpaid leave days must be requested in order to receive this leave;
 - d. Requests will not be approved for the purpose of seeking employment in another occupational area except for those teachers who have received notices of layoff; and
 - e. When such nonpaid leave is granted, the teacher must indicate in writing by April 15 his/her intention for the subsequent year or re-employment will not be assured.
9. Other Conditions of Nonpaid Leaves
- a. A teacher will not receive increment credit for time spent on a leave granted pursuant to this section unless otherwise specifically indicated.
 - b. All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave, will be restored upon return; and the teacher will be assigned to the same position held at the time said leave commenced if the return from leave is at the beginning of the school year and if the position is in existence or, if not, to a substantially equivalent position. A teacher returning from a leave during the school year will be assigned to a position substantially equivalent to the position held at the time said leave commenced and such teacher shall be transferred, upon the teacher's request, at the end of the school year to the position held prior to taking a leave if such position is still in existence.
 - c. Individuals on leave may continue group insurance coverage available through the Board by reimbursing the Board for premium costs. Failure to forward premium payments to the Board on a previously stipulated schedule will terminate this option.
 - d. All requests for extensions or renewals of leave will be applied for and acted upon in writing.

ARTICLE VIII

FRINGE BENEFIT PROGRAMS

- A. The District shall provide group health, life, dental, and long-term disability benefit programs on an annual basis which accord teachers, at a minimum, the benefits set forth in the summary plan description.

1. Health Benefit

- a. Full-Time Teachers - The District shall pay one hundred (100) percent of the single insurance cost required to make such health benefits available to full-time teachers. Effective July 1, 2009, the District shall pay 94% of the single health insurance premiums for full-time teachers. Effective July 1, 2009, the District shall pay 88% of the employee plus spouse, employee plus child(ren) or family premium for full-time teachers. If employee and spouse are both employees of the District and elect family health benefits, the District shall pay 94% of the cost of making family health benefits available.
- b. Part-Time Teachers - Part-time teachers electing either single or family health benefits shall pay a portion of the cost required to make such health benefits available in accordance with the following schedule:

TEACHER PORTIONS OF PREMIUMS

<u>Hrs. Worked/Week</u>	<u>Employee Only Benefits</u>	<u>Family Benefits</u>
28.3 to 37.5	None	6%
18.9 to 28.2	25%	30%
9.5 to 18.8	50%	53%
5.5 to 9.4	75%	76%

- c. Job-Share Teachers - The District shall prorate the cost required to make health benefits available to job-share teachers electing either single or family health benefits on the basis of the time worked by each as a percent of a full-time equivalent position.
- d. The following provisions apply to the health benefit program:
 - 1) A \$100/\$300 up-front deductible on-panel, and an additional \$100/\$300 up-front deductible off panel (\$200/\$600 maximum up-front deductible off-panel for the PPO options), excluding one (1) annual physical examination per covered individual.
 - 2) A PPO Prescription Drug Program:
 - a) Effective July 1, 2002, a \$6 generic/\$12 formulary/ \$24 nonformulary co-pay for prescription drugs. Employee is not responsible to pay the actual difference in cost between the formulary and non-formulary drugs, only the difference between the co-pay. Mail order prescription drugs will be available for maintenance drugs. As of October 1, 2005, prescription birth control for non-medical reasons will be covered under the prescription drug program.
 - b) "A" rating for generic standard.
 - c) An employee shall be exempt from paying the difference between brand name and generic multi-source drugs upon submission by his/her physician of a bona fide medical necessity to utilize the brand name for a multi-source drug.
 - d) Under the formulary drug plan, an employee paying the \$24 co-pay for a brand name drug may seek

- reimbursement from the District for \$12 in the event there is no formulary drug.
- e) For the PPO plans, there is a maximum out-of-pocket expense per employee of \$1,000 for single coverage per year, which includes prescription drug and off-panel co-pays and deductibles, and \$2,000 for the other three categories (employee plus child(ren); employee plus spouse; and family).
 - f) For the PPO plans there is an 80/20 co-pay for off panel providers.
 - g) Employees on the PPO plan who seek care from off-panel providers are responsible for above Usual & Customary charges. These charges are in addition to the out-of-pocket maximum in (e) above.
- 3) Spouses of employees who are eligible for group medical coverage through their employer for \$50 per month, or less will not be eligible for coverage under the District's group medical plan unless they subscribe to their employer's plan.
 - 4) Employees utilizing services for which a mandatory referral is required through the District's Employee Assistance Plan (EAP) without securing such referral shall not have those services covered by the District's medical plan. An employee shall not incur costs over \$1,000 per incident for non-referred services.
 - 5) Should the District offer multiple health plans, each plan will have its individual premium equivalency calculated on an actuarial basis. Employees choosing a plan other than the plan with the lowest cost premium equivalent will pay the difference between the premium equivalent of the plan they choose and the plan with the lowest premium equivalent. For 2005-2006, beginning October 1, 2005, the premium differential shall be waived by the District.
2. Dental Benefits
- a. The annual yearly maximum/person is \$2,000.
 - b. Full-Time and Part-Time Teachers - The District shall pay one hundred (100) percent of the cost required to make single or family dental benefits available to all full- and part-time teachers working more than 5.5 hours per week.
 - c. Job-Share Teachers - The District shall prorate the cost required to make dental benefits available to job-share teachers electing either single or family dental benefits on the basis of the time worked by each as a percent of a full-time equivalent position.
3. Life Insurance Benefits
- a. Full-Time and Part-Time Teachers - The District shall pay one hundred (100) percent of the premium cost of a fifty thousand (50,000) dollar group term life insurance policy for all full- and part-time teachers working more than 5.5 hours per week. Such insurance shall provide for accidental death and

dismemberment benefits. In addition, such insurance shall contain provisions for the following individual teacher options:

- 1) The purchase of an equal amount of term insurance at group rates;
 - 2) The purchase of dependents' coverage of five thousand (5,000) dollars on the spouse and twenty-five hundred (2,500) dollars on each dependent child;
 - 3) The privilege of converting from term to ordinary life insurance without additional evidence of insurability at termination of employment.
- b. Job-Share Teachers - The District shall prorate the cost of the premium required to make group term life insurance benefits available to job-share teachers on the basis of the time worked each as a percent of a full-time equivalent position.
4. Long-Term Disability Benefits
- a. Full and Part-Time Teachers - The District shall pay one hundred (100) percent of the cost required to make the long-term disability benefits available to all full- and part-time teachers working more than 5.5 hours per week.
 - b. Job-Share Teachers - The District shall prorate the cost required to make long-term disability benefits available to job-share teachers on the basis of the time worked by each as a percent of a full-time equivalent position.
5. Provisions for Continuation. Provision will be made to continue in effect the group health and dental benefit programs containing the exact benefits and without limiting riders at the same group rate for all teachers who are receiving disability income benefits under the provisions of Section A of this Article and any spouse and/or family of a deceased teacher who died while in the employment of the District so long as the spouse does not remarry or dependent children become adopted. The entire premium cost will be the obligation of the qualifying individual.
6. Wellness Incentive Premium Reduction
- The following wellness plan shall be implemented July 1, 2009. The completion of the following activities shall reduce the premium share for full-time employees who choose a single plan to 0% and for full-time employees who chose the employee plus spouse, employee plus child(ren) or family plan to a maximum of 6%. If only the employee or only the spouse completes the wellness incentive, the premium reduction shall be 1% in each plan year.

WELLNESS CATEGORY	SINGLE/ EMPLOYEE + CHILD(REN)	EMPLOYEE & SPOUSE/FAMILY	
Biometric Screening	2%	1%	1%
Health Assessment	2%	1%	1%
Wellness Activity	2%	1%	1%
Health In-service	1%	1%	1%
Exercise	1%	1%	1%
Disease Management	1%	1%	1%
Smoking Cessation	1%	1%	1%
Wellness Helper	1%	1%	1%

- a. Biometric Screening. Employee and spouse may complete a biometric screening at the District every other year or obtain an equivalent screening with

- the employee and/or spouse's personal physician. The Biometric screening shall count for 2% each year, but done only every other year.
- b. Health Assessment. Within the first month of the school year, the employee and spouse may complete a health assessment.
 - c. Wellness Activity. Participate in and complete at least one wellness activity (Weight Watchers, Lighten Up Wisconsin, yoga classes, walking program, nutrition class, Healthy Heart, etc.).
 - d. Health In-Service. Participate in a minimum of two health education in-services. Shall be determined by the joint wellness committee.
 - e. Exercise. Accumulate a total of 30 minutes of moderate-intensity physical activity at least three times per week, on average or complete an exercise program as prescribed by a physician.
 - f. Disease Management Program. Complete a care management and/or personal advice and support program, if appropriate.
 - g. Smoking Cessation. Enter into a complete and approved smoking cessation program.
 - h. Wellness Helper. Assist other bargaining unit members with specific wellness objectives and/or conduct wellness classes in a given subject area.

Additional Provisions:

- a. This provision shall sunset on June 30, 2013. In the event that the parties permit the health and wellness incentive to sunset, the premium shares will return to the 2005-07 contract percentages for the next school year.
 - b. Group data results from the Health Assessment will be provided to the Association.
 - c. The District will pay the full cost of the wellness program. The request-for-proposal (RFP) to initiate the wellness program will be jointly developed by the District and the Association.
 - d. A joint District/Association wellness committee shall be formed of up to four (4) Association appointed members and up to four (4) District appointed administrators. The joint wellness committee shall determine approved wellness activities and a list of duties and responsibilities for the wellness helper.
 - e. The above activities will be prorated for teachers hired after the start of the school year to be further defined by the wellness task force.
 - f. Activities for premium reduction need to be completed prior to June 1 of each year for which the deduction is in effect.
 - g. Employees will notify the District of participation in the wellness plan between May 1 and August 1, in order for the District to determine amount of premium to deduct from employees' paychecks. If employees decide to not participate in the wellness plan, the additional premium deductions will be placed in the employees' flex account.
7. **Personal Property Loss**
The Board shall provide reimbursement for damage and/or loss to a teacher's personal items when in the line of duty or while participating in Board-approved functions in accordance with the provisions of Appendix 6D. All damage and/or loss shall be

covered up to the extent of two hundred (200) dollars. Damage and/or loss due to teacher negligence and normal wear and tear are excluded.

8. The District will make payroll deductions for all employees who desire to participate in the District's tax sheltered annuity (TSA) plan. The purchase of the annuity will be optional for the employee. The employee may make 403(b) elective salary reductions in one or both of the following ways: pre tax dollars (salary reduction, a/k/a "regular" TSA contributions), or after tax dollars (a/k/a "Roth" TSA contributions). Employees may choose to defer either a percent of salary or a specific dollar amount up to the amount permitted by law. The salary reduction limit [402(g)(1)], the age 50 additional deferral [414(v)(2)(B)(i)], and the "catch up" provision [402(g)(7)] for employees with 15 or more years of service may change annually. Deferrals cannot exceed 100% of compensation less payroll or other required deductions. Sheltered annuities shall conform with Plan document requirements. Beginning January 1, 2009 new contributions will go to one or both of the District's approved TSA vendors: Lincoln Financial and/or WEA.
 - a. Enrollment may occur at any time;
 - b. Notification of starting, stopping, or changes will normally require a thirty (30) day written notice to the Board Payroll Office;
 - c. The Board Payroll Office must be in receipt of a signed payroll deduction authorization;
 - d. Three (3) changes are permitted per calendar year per employee unless the District business manager approves an additional change. Stopping a contribution does not constitute a change;
 - e. The minimum deduction will be two hundred (200) dollars per year, excluded from their salary and remitted to the company they select in equal monthly installments;
 - f. Documentation will only be required where the employee's total deferrals (and Age 50+) for the calendar year are in excess of the 402(g) limits;
 - g. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the employee's TSA vendor within thirty (30) calendar days, if requested by the District;
 - h. The District agrees to provide the Employee, upon written request, with timely information available from the District's records, which is necessary to enable the employee to make catch-up deferrals;
 - i. No agent or business representative is to solicit teachers during regular workdays without approval of the District. Vendors will comply with all pertinent written directives regarding the solicitation of employees to the extent compliance is not inconsistent with the Plan, applicable law, or this collective bargaining agreement;
 - j. A change in beneficiary designation shall take effect when the election is accepted by the Vendor;
 - k. New loans from the TSA are not permitted;
 - l. Employees who have balances with other TSA vendors may keep those balances with the prior vendor or transfer assets to one or both of the approved TSA vendors. Employees may make plan to plan transfers, plan to plan

- rollovers, and permitted service credit transfers into and out of the Plan to the extent permitted by the Plan; and
- m. The salary reduction agreements, the District's TSA Plan and administrative procedures, and vendor agreements are incorporated into this Agreement by this reference and may not be modified except by agreement of both the District and the Association. However, the District, without consent of the Association or any employee, is authorized to modify the documents solely to comply with applicable legal requirements. The District will provide the association with reasonable notice concerning any such modification.
9. Professional Liability Insurance
The Board shall continue to provide for teacher professional liability insurance and employee errors and omission insurance under not less than the existing provisions and at not less than the current limits of five million (5,000,000) dollars respectively.
10. Worker's Compensation Insurance
- a. If a teacher employed by the District becomes entitled to Worker's Compensation pursuant to Chapter 102 of the Wisconsin Statutes, the Board shall continue to pay the teacher's full salary during the period of disability, whether or not such period extends beyond the teacher's term of employment, up to a maximum of one hundred and ninety (190) workdays; however, such payment of full salary shall be reduced by an amount equal to the amounts paid to the teacher as worker's compensation. This provision shall not be in addition to the benefits set forth in Article VII, Section A-1.
- b. Benefits paid to the teacher by the District shall not result in the loss of any accumulated sick leave benefits.
11. Insurance Committee
- a. The Board and the Association shall establish a permanent Joint Insurance Committee. Such Joint Insurance Committee shall be comprised of six (6) members, two (2) of whom shall be appointed by the President of the Association, one (1) of whom shall be a representative of AFSCME, and three (3) of whom shall be appointed by the Board. The Board and the Unions shall each appoint one (1) member for a one (1) year, one (1) member for a two (2) year and one (1) member for a three (3) year term. Thereafter, all members shall be appointed for three (3) year terms. The Committee shall elect a chairperson and a vice-chairperson, one (1) from the Board's appointees and one (1) from the Unions' appointees. The Committee shall:
- 1) Study existing insurance programs available to District employees and recommend the specifications for continuing or changing such program(s) that it feels are appropriate or meritorious both to the Board and the Unions prior to the commencement of negotiations each year; and
 - 2) Act as an Appeals Committee. An appeal is a request for binding third (3rd) party review of the denial of benefits, whether by predetermination authorization, which is required for work in excess of two hundred (200) dollars, or by the failure to pay benefits by the underwriter of the dental program. The Committee, acting as an Appeals Committee, shall make a full and complete review of each appeal and issue its decision, in

writing, within sixty (60) days after receipt of the written request for an appeal, unless circumstances require an extension of time for processing, in which case the decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of a request for review. As of July 1, 2008, the District and the Association will include as part of the Appeals Committee a third party impartial mediator, who is mutually agreed upon.

12. Fringe Benefits, General

- a. A quarterly statement of experience of each fringe benefit program in effect shall be provided to the Association on an annual basis.
- b. A description of each fringe benefit/insurance program shall be issued to teachers upon initial enrollment in any District-sponsored group insurance program. New certificates or riders shall be issued to all enrolled teachers upon the implementation of any insurance specification changes negotiated between the Board and the Association.
- c. In the event of the death of a currently employed teacher, the spouse and dependent children of such teacher shall have a fund available for the payment of premiums for health and dental benefits equal to seventy (70) percent of the value of the teacher's accumulated sick leave at the time of death.
- d. Employees will be eligible for enrollment into the medical benefit program within thirty (30) days should one of the following family status changes take place:
 - 1) Birth, death or adoption of a dependent child;
 - 2) Divorce, separation or marriage of employee;
 - 3) Death of a spouse;
 - 4) Loss of spousal employment; or
 - 5) Change of status of employee from part-time to full-time.Coverage will begin on the first day of the month following completion of the enrollment form.

13. Termination

- a. Teachers terminating employment during the school year shall be provided group health, dental, life, and long-term disability benefits for one (1) month beyond the month in which termination occurs.
- b. All teachers filling positions anytime during the school year who qualify for health, dental, life, and long-term disability benefits coverage and who remain employed on the last contract day shall be provided health, dental, life, and long-term disability benefits coverage through August 31 of the next fiscal year.

ARTICLE IX

ASSIGNMENT, TRANSFER, REASSIGNMENT

A. Assignment

1. An "assignment" shall be defined as the position a teacher presently holds. This assignment will be noted on the individual teacher's contract when issued on or before March 15. All individual contracts shall be in accordance with this Agreement and shall conform to the format of Appendix 5.

2. Teachers shall only be assigned to positions which they are legally qualified to hold. Teaching duties shall not be performed by personnel outside the teacher bargaining unit except in the case of day-to-day substitutes or where the District cannot otherwise offer course/program (e.g., if no qualified teacher can be found to teach Portuguese), the District could offer the course/program through a distance-learning option.
3. Assignments will note:
 - a. The school and grade level(s) for regular education elementary teachers;
 - b. The school, grade, and subject area(s) for regular education Grade 6 middle school academic block teachers; for regular education Grade 6 academic block teachers filling vacancies subsequent to the 1997-98 school year, the assignment will note the school and grade;
 - c. The school(s) and subject area(s) for grades 6-12 regular education teachers;
 - d. The school(s) for kindergarten teachers; and
 - e. The school(s) or location(s) and assignment for special area and special education teachers. (See Section B-1-d for a listing of the applicable positions for these areas.)
4. Reassignments or transfers will follow the procedures set forth in Sections B and C of this Article.

B. Voluntary Transfer and Reassignment

1. For the purpose of this Agreement the following definitions apply:
 - a. A "vacancy" shall be defined as any newly created unit position or a unit position previously held by a teacher, which the District intends to fill.
 - b. A "transfer" shall be defined as the movement of a regular education teacher to a different building(s) or the movement of any teacher to a different teaching discipline (e.g., regular education to learning disabilities or vice versa). A voluntary transfer can only occur through the posting process.
 - c. A "reassignment" shall be defined as a change of assignment for regular education teachers within a building. For special area and special education teachers, a reassignment shall be defined as a change of assignment within their current area (i.e., change of school site or grade level). Reassignments shall occur prior to the posting of any vacancies.
 - d. Special area and special education teachers include:
 - 1) At the elementary and secondary level: library/media specialists, guidance counselors, ESL/Bilingual, Title I reading, social workers, school psychologists, speech/language pathologists, special education, program support (including supportive resource teachers, curriculum, ED, LD, CD, etc.), occupational therapists, and physical therapists.
 - 2) At the elementary level: Early Childhood Special Education, Head Start, physical education, vocal music, instrumental music, and art.
 - 3) At the secondary level: School Age Parent Program (SAPP).
2. No vacant position shall be filled by a person not currently employed by the District as a "teacher" (bargaining unit employee) if a qualified teacher applies for such vacant position, provided, however, that a qualified teacher is available to fill the vacancy created by such transfer or reassignment. Teachers of the emotionally disturbed and English as a Second Language shall, after three (3) years of employment, be granted a transfer, if requested, to a different subject area for which they are certified even if a

qualified teacher is not available to fill the vacancy created by such transfer provided they have more seniority than other applicants. (See Memorandum of Understanding, Appendix 8.) Special Education, ESL, ESL/Bilingual and Reading Recovery teachers hired after January 1, 2000, may not voluntarily transfer from the position for which they were hired for a period of three (3) years.

3. No teacher shall be laid off or forced to remain on layoff status because of the voluntary transfer of a teacher from one area of certification to another.
4. After internal reassignments have been made by the principal or supervisor, all known assignments for the next school year shall be made in writing to each teacher one week prior to the first arena staffing.
5. Teachers who are in excess in a building when assignments for the following year are being made and are, therefore, "To Be Assigned" need to be assigned prior to any vacancies being filled from the outside. If additional positions subsequently become available prior to August 22 within the school from which they were excessed, the most senior excessed teacher(s) will have the right to return to said building.
6. Teachers interested in voluntarily transferring into the Head Start program may apply at any time to the Head Start council for approval. However, an application must be made prior to March 1 of the year in which a transfer is sought. Subject to Federal regulations, the Head Start council will determine the standards necessary for approval. Subsequent to said approval the District will evaluate requests for transfer according to section D-1 of this Article.
7. Teachers assigned to more than one (1) school shall have the ability to reassign in their home school only.
8. Teachers with less than full-time contracts shall not be able to reassign to a vacancy within the building(s); and
9. Job-share teachers will not be able to reassign out of a job-share to a vacancy within the building(s).
10. When acting on requests to transfer, up to two (2) individuals, per year, who hold Varsity head coaching riders may, at the discretion of the District, be given preference on positions in the buildings in which they hold said head coaching riders. This clause takes precedence over all other clauses in this Article.

C. Posting of Vacancies

1. After assignments are determined for the ensuing school year and after reassignments have taken place, the District shall cause to be posted in all school buildings, including DOB, the following lists, which shall be bid upon at the first arena-staffing meeting and in subsequent postings:
 - a. All known teacher vacancies in the District for the next school year.
 - b. All administrative, departmental and unit leaders, and additional compensation vacancies for the next year.The Superintendent shall, at the same time, cause copies of all lists to be mailed to the Association.
2. Following the last arena-staffing meeting, the Superintendent shall cause to be posted regularly a listing of all additional vacancies. Teachers shall be given consideration for positions posted in C-1-a and b if an application is submitted on a form (See Appendix 6) that is available in each school building, the District Human Resources Office and the Association office. The form shall be submitted to the Human Resources Office

within five (5) days of each posting. If offered a position, the teacher must confirm or reject the offer immediately. If a teacher is the most senior qualified candidate on multiple postings, he/she shall be given the opportunity to select the position of his/her choice.

3. All notices of vacancies shall contain the date of posting, a description of the position, including grade level, subject area and specific courses to be taught, name and location of the school, certification requirements of the position, name of person to whom the application is to be returned and date by which the application is to be returned. In no case shall such date be less than five (5) days from the posting.
4. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure shall be followed:
 - a. Prior to the end of the school year, teachers who are interested in being considered for reassignment during the summer shall submit their prioritized request(s) to the building administrator or supervisor. The form for reassignment will be provided to all teachers. (See Appendix 6B.)
 - b. The Association and all teachers will be notified of summer vacancies via the teacher's District email account. A copy of the posting as well as directions to complete the application form will be attached to each email. The teacher will electronically submit an application for each position they are interested prior to the closing date and time listed in the posting.
 - c. If the most senior bidder, the teacher must confirm or reject the offer at the time of the telephone call. All unsuccessful bidders will be notified via email.

D. Miscellaneous

1. In acting on requests for voluntary reassignment and/or transfer, the following qualification criteria will be applied:
 - a. Individual qualifications;
 - b. Instructional and co-curricular requirements; and
 - c. Staff availability and experience.Where the foregoing factors are substantially equal, the preference in assignment or transfer shall be given to the applicant with the greatest number of years of continuous service in the District.
2. The parties recognize that when vacancies occur after August 22 and during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent in his/her discretion so determines, such a vacancy may be filled pursuant to Article XXVII until the end of the school year, at which time the position will be considered vacant. Said positions shall be posted in the first posting on April 1.
3. Teachers who have already been granted two requests for transfer for any one (1) school year may not apply for another transfer for the same school year.
4. No more than twenty percent (20) of the regular education staff in a building may transfer in any one year.
5. All voluntary transfers require a minimum commitment of two (2) years, provided there is no administrative change in the building to which the teacher has transferred.
6. Assignment Exchange
 - a. Conditional: A limited term assignment exchange into a different certification area than the current can be effected in order to avoid layoffs. Teachers desiring

such limited term exchange assignments for which they are certified may do so effective at the beginning of any school year providing the exchange has prior approval of the immediate supervisors and the Assistant Superintendent for Human Resources. Such limited term assignment may be terminated if a vacancy(ies) occurs for which for which one or other of the involved teachers are eligible and elect to accept reassignment.

- b. Permanent: Teachers desiring to exchange assignments for which they are certified may do so effective at the beginning of any school year providing the exchange has the prior approval of the immediate supervisors and the Assistant Superintendent for Human Resources.
- c. To a Regular Classroom: Teachers from Special Education programs or curriculum support staff may exchange assignments for which they are certified effective at the beginning of any school year providing the exchange has the prior approval of the immediate supervisors and the Assistant Superintendent for Human Resources. This exchange provision is provided for staff to renew a classroom experience and then return to their previous position.

- 7. No later than September 1, the Superintendent shall cause to be prepared system-wide certified staff listing including the new positions for the next year, vacancies and existing positions filled for the next year, the names of persons reassigned, transferred, and newly appointed, and the positions they have been given. A copy of such schedule shall be forwarded to the Association within five (5) days of completion.
- 8. If a teacher's request for a voluntary transfer has been denied, he/she will, upon request, receive a written explanation of the reasons therefore from the Superintendent or his/her designee within five (5) days of said request.
- 9. New teachers beginning employment after July 1, 2002 will serve in a school or special area for two years before being allowed to transfer.
- 10. Association members who apply for posted positions in the categories of Program Support Teachers, Professional Learning Coordinator, Teacher Mentor Recruiter, Dean of Students, Teacher Coaches (as per the District's Strategic Plan), Department Coordinators, Guidance, Social Work, School Psychologist, Diversity Liaison, Coordinator of Curriculum Development, and Curriculum Support Teacher will go through an interview process and may be selected based upon the interview. If a bargaining unit member(s) is not granted the posted position, a rationale will be given to the applicant and the Association. The Association will have the right to argue and present a case, but the selection process is not grievable.

E. Involuntary Transfer and Reassignment

- 1. No teacher will be involuntarily transferred or reassigned by the Superintendent without a written notice from the Superintendent or his/her designee, which will include the reasons for the transfer or reassignment. No teacher may be transferred or reassigned without cause.
- 2. When an involuntary transfer or reassignment is necessary, seniority will normally be followed in determining the individual transferred or reassigned; however, a teacher's current area of instructional and co-curricular competence, major or minor field of study, grade or subject from which transfer or reassignment is contemplated and other relevant factors will be considered in determining which teacher is to be transferred or reassigned. The Superintendent or designee may involuntarily transfer and/or reassign

- teachers with five (5) years or less experience into positions for which they are certified in order to minimize the number of employees laid off, fully or partially.
3. Notice of intent to involuntary transfer or reassign will be given to teachers as soon as practicable.
 4. Teachers who are being involuntarily transferred will be given up to one-half (½) day off per year for the purpose of visiting school(s) when they are the most senior applicant for the position(s).
 5. Involuntary transfers or reassignments after the first four (4) weeks of school when the students are in session shall occur only under emergency situations. In such cases the Association shall be notified of the intended transfer(s) or reassignment(s) and the reasons therefore prior to its (their) being effected.
 6. Teachers transferred or reassigned after the beginning of the school year shall have not less than one (1) day without students or regular duties to organize materials and programs for the new assignment.

ARTICLE X
STAFF REDUCTION

- A. When the Board determines to reduce the number of staff members, appropriately certified teachers shall be placed on layoff status based on inverse seniority. Seniority is defined as the length of service as a certificated teacher within the District, as of the teacher's first working day during his/her last period of continuous employment. A teacher whose position is eliminated shall apply in writing to the Assistant Superintendent for Human Resources for positions posted in Article IX, C-1-a, or if no vacancies exist shall replace the teacher with the lowest seniority anywhere within the District in the area in which such teacher is certified.
- B. Teachers being considered for layoff will be given a preliminary indication prior to May 6 and will be notified prior to May 20 of the school year prior to the projected layoff; and the Association shall be notified of all such layoffs at that time. A layoff becomes effective on the first (1st) day of a layoff period and not on the date of the notice of layoff or during the period from the notice of layoff to the first (1st) day of layoff. Until the effective date of layoff, all notices of layoff are considered tentative subject to rescission by the District. Upon rescission, if after the effective date of lay-off, the District shall return the affected teacher to an open position for which he/she is certified for the next school year as per Article IX, Section C.
- C. Certified as used in this Article shall mean that the teacher has on file the necessary certificate or can provide evidence by June 1 that the necessary certificate can be acquired by the beginning of the ensuing school year. Such teacher must file a letter of intent to obtain such certification with the Human Resources Office not later than May 1.
- D. For teachers hired after July 1, 1996, in the event more than one teacher has the same seniority date, all teachers so affected shall be ranked in accordance with previous teaching experience as a certified teacher. In the event no apparent difference can be determined using the other factors mentioned above, a lottery will be held to determine final and permanent seniority ranking.
- E. Teachers shall be recalled in the inverse order of their release, and all benefits to which a teacher was entitled at the time of layoff (including but not limited to incremental steps on the salary schedule and accumulated sick leave) shall be restored in full upon re-employment within the recall period.

- F. Work previously performed by teachers on layoff status shall not be performed by persons not in the employ of the District.
- G. Teachers on layoff status shall be notified for recall by registered mail, restricted delivery, return receipt requested, to their last address of record, and be notified of the availability of position(s) and will be recalled before any new employee fills that position. An affirmative reply must be received by the District within ninety-six (96) hours of the receipt of such notice. Failure of delivery, for any reason, relieves the Board of its obligation to subsequently recall such teacher. The Association shall be apprised of all recall notices at the time they are sent. A teacher refusing recall and assignment to any full-time position for which he/she is certified shall have forfeited right to recall and/or layoff benefits unless the teacher was recalled prior to the effective date of this Agreement. In the event a laid-off teacher who has accepted a teaching position in another Wisconsin School District is recalled, such teacher, upon submitting a letter of commitment to return to the District's employment the school year immediately following, shall be given a nonpaid leave of absence until the beginning of the next school year and a replacement teacher shall fill the vacant position in the interim.
- H. Laid-off teachers shall retain the right to call back for a period of three (3) years after August 1 of the year in which the layoff occurs.
- I. Laid-off teachers may continue group insurance coverages (if applicable) available through the Board during the recall period by reimbursing the Board for premium costs. Failure to forward premium payment to the Board on a previously stipulated schedule will terminate this option.
- J. Laid-off teachers shall be given the first opportunity to be employed to replace regularly employed teachers on leave. Laid-off teachers serving in such capacity shall retain all rights and benefits (including seniority accrual) accorded teachers on layoff status and, in addition, shall have their recall period extended by the length of their replacement teaching.
- K. By November 1 of each school year, the Board will cause to be published and posted in each building, and provide a copy to the Association, a seniority list. This list shall also itemize, after each name, such teacher's area(s) of certification. A finalized alpha list and a list by certification area shall be provided the Association by February 1 of each year. This list shall include all corrections, deletions and additions of teachers for the school year.
- L. In the event a teacher accepts a position with the Board outside of the teacher bargaining unit, he/she shall retain the unit seniority rights he/she had accrued at the time of accepting such position.
- M. Teachers on layoff status from full-time teaching positions shall be recalled to full-time teaching positions provided that such teachers shall have the option of accepting any part-time teaching position that may exist without jeopardizing their recall status for any full-time position.
- N. The District shall provide the Association by September 15 a current list of those teachers who have retained recall rights.

ARTICLE XI
EVALUATION PROCEDURES

- A. The Board and the Association agree that evaluation has as its primary purpose the improvement of the school program by assisting each teacher to improve his/her professional competencies. The Board shall continually evaluate teachers to assess job performance.
- B. Guidelines for evaluation shall be published and made available to each teacher as soon as possible each school year.

- C. The administration will designate, in writing, the immediate supervisor for each teacher within thirty (30) days of the beginning of each school year. In the event of any change of the immediate supervisor, the teacher will be advised of same in writing at the time of the change.
- D. All monitoring or observation of the work performance of a teacher for formal evaluation will be conducted openly and with full knowledge of the teacher. This provision shall not be construed, however, to limit a supervisor or other administrators from calling to the attention of a teacher, on a timely basis, matters observed by the supervisor during the regular course of the teacher's duties.
- E. Teachers will be given a copy of any evaluation report prepared by their evaluators within ten (10) days of any classroom observation upon which the evaluation report is based, and will, at their option, be entitled to a conference to discuss said report. In no event shall the teacher fail to receive the report later than one (1) day before such conference. No such report will be submitted to the Central Office, placed in the teacher's file, or otherwise acted upon without the prior conference with the teacher, if requested. No teacher will be required to sign a blank or incomplete evaluation form.
- F. The teacher shall acknowledge that he/she has read all evaluations and other materials placed in his/her personnel file by affixing his/her signature on the file copy. Such signature does not necessarily indicate agreement with the content of such material.
- G. In cases in which the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report that is placed in the personnel file.
- H. The District shall keep one (1) personnel file at the Central Office for each employed teacher. Building principals/supervisors may keep a file on teachers for which they are the immediate supervisor. However, no materials shall be transferred to a different principal/supervisor, which are not in the central office file.

ARTICLE XII

NONTEACHING DUTIES

- A. Teachers shall not be required to perform nonteaching duties at extra-curricular and co-curricular activities (including sports events), chaperon after-school activities, supervise groups, and participate in other school activities outside of the teacher workday. Teachers may be requested to supervise students and/or activities during the normal teacher workday at a time outside of their teaching time.
 - 1. Teachers performing such nonteaching duties, authorized by an appropriate administrator in writing or verbally, either directly or through a designee, shall be granted compensatory time on an equal time basis.
 - 2. Compensatory time may be used at any time during the workday when the teacher is not assigned or scheduled to work with students or is expected to attend scheduled staff meetings or conferences. Teachers will notify their building principal prior to taking compensatory time. Compensatory time may be accumulated; however, such time is expected to be used as soon after it is earned as is practicable. Unused compensatory time will be carried over to the following year. Compensatory time earned in one building may be used during a time when the teacher is assigned to another building.
 - 3. Pay practices for all compensated nonteaching duties shall be \$10.82 per hour for the 2007-08 school year and \$11.14 per hour for the 2008-09 school year with a minimum

of \$21.63 for the 2007-08 school year and \$22.28 for the 2008-09 school year per event.

4. Nothing in this section shall preclude the utilization of nonbargaining unit personnel in the performance of such nonteaching duties.
5. Teachers who volunteer to perform "nonteaching duties" shall not be eligible for compensatory time. "To volunteer" for the purpose of this Article shall mean that the teacher provides the impetus for an activity and merely advises the supervisor to obtain acquiescence. Such action shall be construed as a volunteer action. However, if the supervisor, under whatever guise, assigns the added work, it shall not be considered "to volunteer."
6. Teachers who have accumulated more than seven and one-half (7 ½) hours of compensatory time at the end of any school year shall be paid for that time in excess of seven and one-half (7 ½) hours at their individual hourly pay rate. Payment will be made on the June 16 or June 30 payroll each year, and the amount will be based on the previous year's salary.

B. Secondary Lunch Period

1. Teachers are entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) minutes scheduled during the student lunch period(s).
2. Noon duties performed during the teacher's duty-free lunch period shall be voluntary with compensatory time on an equivalent time basis.

C. Elementary Lunch Period

1. Teachers shall not be required to supervise students during the lunch period. However, a teacher may be requested to serve as teacher-in-charge in the absence of the building principal during the lunch period and shall earn compensatory time.
2. Teachers accepting work during their thirty (30) minute duty-free lunch period will receive compensatory time.
3. On days of inclement weather or unavailability of noon hour supervisors, the principal may assign teachers the supervision of children during the lunch period, exclusive of their thirty (30) minute duty-free lunch period, and compensatory time shall be granted.

D. In emergencies teachers may be required to supervise students beyond times indicated within the workday and compensatory time will be granted. However, compensatory time will not be granted in case of fire drills, bomb scares, tornado warnings, or other similar events.

E. No compensatory time shall be granted for extended homerooms held for orientation of pupils at the beginning of the year, student elections, grade card distribution and return, and a locker inspection.

ARTICLE XIII
TEACHING HOURS

A. The normal workweek for all teachers shall be thirty-seven and one-half (37 ½) hours. The normal workday for all teachers shall be seven and one-half (7 ½) hours exclusive of a thirty (30) minute duty-free lunch period. However, the teacher's day shall end at the close of the student school day on the last workday preceding holidays or recesses (Labor Day, Thanksgiving, Winter Recess, Spring Recess, Memorial Day, and Summer Recess), except those elementary schools in which student dismissal is later than what is true in any other elementary school shall be given non-accumulative, noncompensable compensatory time

equal to the difference between their dismissal time and the school with the earliest student dismissal.

- B. Faculty meetings shall be held as necessary at the call of the building principal. All such meetings shall be concluded before the end of the teacher workday, except that one (1) faculty meeting each month may be extended not more than fifteen (15) minutes beyond the workday at the elementary schools, and not more than thirty (30) minutes at the secondary schools. Teachers may be requested by the administration to attend parent conferences outside of the workday. Such conferences will be held at a mutually acceptable time, if possible. In any event, such conferences will be scheduled by the District at a reasonable time outside the workday. Compensatory time shall be granted. If school-wide parent/teacher conferences are scheduled, teachers in the elementary and secondary schools shall be provided with not less than a fifteen (15) minute or a ten (10) minute duty-free break respectively at the approximate midpoint of the morning and afternoon. If school-wide parent/teacher conferences are held in the evening, teachers in the elementary and secondary schools shall be provided with not less than one (1) fifteen (15) minute or one (1) ten (10) minute duty-free break respectively at the approximate midpoint of such scheduled conferences.
- C. The following workday standards form the basis for receipt by grades 6-12 teachers of the scheduled salaries set forth in Appendix 1. A workday of four hundred and fifty (450) minutes including:
1. Up to two hundred ninety-four (294) minutes of teaching time (inclusive of passing time) except Grade 6 academic block teachers. (The term assignment as used herein means a regular teaching assignment). In the current configuration of secondary schedules, five (5) teaching assignments will be considered the norm.
 2. Up to two hundred ninety-four (294) minutes of teaching time (inclusive of passing time) for Grade 6 academic block teachers. Academic block teachers shall have the flexibility of scheduling up to two hundred ninety-four (294) minutes of teaching time within their respective team.
 3. Not less than six hundred (600) minutes of planning time per week calculated on a yearly average basis with not less than four hundred sixty (460) minutes of planning time per week, during the teacher workday in any one-week except in those cases which preclude this amount because of an additional teaching assignment.
 - a. Teachers may be assigned to duties which may include, but not be limited to, study hall supervision, small group study assistance, curricular work, inservice, professional visitation, textbook review and selection and/or other activities developed by teachers subject to review by the faculty committee and approval by the building principal up to two hundred fifteen (215) minutes per week on a yearly average, except sixth grade house teachers who may be assigned up to seventy-five (75) minutes per week during the student day and seventy-five (75) minutes per week outside the student day.
 - b. In the current configuration of secondary schedules, a good faith effort will be made to provide a period of continuous individual planning equivalent to a teaching assignment each day during the student day.
 4. Not less than six hundred (600) minutes of planning time during the teacher workday on a weekly average for Grade 6 academic block teachers for individual and team planning.

5. Not more than four (4) consecutive classes per day including a full period administrative assignment, unless requested by the teacher.
 6. A workday scheduled without students at the end of the first semester for 6-12 teachers to grade examinations and to compute. Student evaluations and a similar workday scheduled at the end of the second semester to complete end of the year duties.
 7. The assignment of a teacher to a resource center (e.g., math, science, special education) where students come for specific help will not be considered a teaching assignment. Certified volunteers will be sought prior to the commencement of the school year. In the event resource center assignments are not filled by these volunteers, the District will fill the vacancies by assigning the least senior certified, available staff member to the vacant assignment. If positions remain vacant, qualified volunteers (as determined by the District) will be sought and if positions remain, the least senior qualified teacher(s) will be assigned. Resource centers shall be open at the beginning of a period and teachers shall be assigned to the resource center not more than one hundred eighty (180) minutes per week. A good faith effort will be made not to assign those teachers who have a resource center assignment to additional administrative time.
 8. Teachers assigned to supervise a study hall, a computer lab, or any other full period assignment every day for one semester shall have administrative time assignments for the opposite semester of seventy-five (75) minutes or less per week.
 9. For teachers with less than full-time contracts, the teaching and planning times as defined herein shall be prorated based upon the percentage of time they are contracted to teach.
 10. The passing time to get to and from an administrative assignment shall be included as part of that assignment.
 11. Any assignments in excess of the workday standards appearing in Section C-1, 2, 5, 7, 8 or 9 above, or below the workday standards set forth in Section C-3, 4 or 6 above shall entitle the affected teacher to additional salary per hour computed by dividing the BA base by the total number of contract days per year divided by 7.5 hours multiplied by the actual amount of time in excess or below the standards.
 12. In the event the District determines to assign an additional class to a teacher, over and above the norm as described in this Article, it shall offer said additional class in seniority order to those employees in the building who are qualified for the additional assignment. In the event no one volunteers or there are not enough volunteers to cover the assignment, the District will assign teachers by inverse seniority within the building.
 13. Bargaining unit members who are not scheduled to teach daily classes (i.e., library/media specialists, guidance counselors, supportive resource teachers, psychologists, social workers, program support teachers) shall not be assigned to any regularly scheduled supervisory duties including study halls, resource centers, or computer labs except at the individual's request.
- D. The following workday standards form the basis for receipt by elementary teachers of the scheduled salaries set forth in Appendix 1. A workday of four hundred and fifty (450) minutes including:
1. Up to two hundred ninety-four (294) minutes of teaching time for subject area specialists and up to two hundred ninety-four (294) minutes of teaching time on a five (5) day cycle exclusive of time when students are receiving instruction from subject

- area specialists for elementary teachers including all day Kindergarten teachers except three hundred (300) minutes of teaching time for kindergarten teachers. Normally, teachers will not be responsible for student supervision at recess. (See Section I-5.)
2. Up to 1,440 minutes of teaching time per week for Head Start teachers.
 3. Not less than six hundred (600) minutes of planning time during the teacher workday on a weekly average.
 4. Not less than an average of thirty (30) minutes of class set-up time per day over each five (5) day period for subject area specialists.
 5. Not less than forty-five (45) minutes of time between the morning and afternoon sessions exclusive of the thirty (30) minute duty free lunch period for Kindergarten teachers, except for those Kindergarten teachers who are assigned more than one (1) school. In such instances, the forty-five (45) minutes between sessions may be reduced by the necessary travel time and the affected teachers shall receive compensatory time.
 6. Work time without students shall be scheduled as follows: a half workday at the end of the first quarter, a full workday at the end of the second quarter, a half workday at the end of the third quarter, a half workday on the Friday or Monday before the last teacher workday, and a half workday on the last teacher workday of the fourth quarter.
 7. Any assignments in excess of the standards appearing in D-1, 2 or 3 above, or below the standards appearing in D-4, 5 or 6 above shall entitle the affected teacher to additional salary per hour computed by dividing the BA base by the total number of contract days per year divided by 7.5 hours multiplied by the actual amount of time in excess or below the standards.
- E. An average of two hours per week of classroom assistance by noninstructional personnel for each class in primary Grades 1 and 2 will be scheduled; Kindergarten classes will be scheduled to receive 1.0 hour per week of classroom assistance by noninstructional personnel. Teachers (prorated by F.T.E.) who do not receive this assistance and perform the work shall be paid at the rate of \$9.78 per hour for the 2007-08 school year and \$10.05 per hour for the 2008-09 school year for the number of hours of assistance not provided.
- F. Teaching specialists who teach students from more than one regular education classroom at the same time shall be entitled to extra compensation unless this has been requested by the teaching specialist. Such extra compensation shall be computed as in D-7 above on the basis of one (1) hour extra salary for each hour of teaching students from more than one regular education classroom.
- G. All elementary teachers shall be entitled to additional compensation computed as in D-7 above on the basis of one (1) hour extra salary for each day when they do not have two (2) separate fifteen (15) minute recess periods. Said compensation shall be provided if less than two (2) recess periods are provided or if one or both periods is less than fifteen (15) minutes in duration or if a separate period is not provided in the morning and another in the afternoon.
- H. The following workday standards form the basis for receipt by elementary art specialists of the scheduled salaries set forth in Appendix 1:
1. Not more than four (4) sixty (60) minute classes on one day where no art room is provided.
 2. Teachers employed less than full-time shall be compensated on the basis of twenty (20) classes equals full-time, i.e., twelve classes equals sixty (60) percent contract.
 3. Any assignment in excess of the standards appearing in this Section shall entitle the affected teacher to additional salary per hour computed by dividing the BA base by the

total of contract days per year divided by 7.5 hours multiplied by the actual amount of time above the standard.

- I. It is understood that no compensation in the form of compensatory time or pay will be provided if planning time is used for the following activities:
 - 1. Training required by State or Federal mandates;
 - 2. Teacher-initiated field trips and up to one (1) additional assigned field trip per semester;
 - 3. Assemblies;
 - 4. Homerooms (up to 6 per year to accomplish routine administrative tasks; e.g., disseminate material, collect fees, orientation, surveys, etc.); and
 - 5. Supervision of students at recess during inclement weather.
- J. Teachers directed to perform duties dealing with preparation for and implementation of instructional programs not currently in general usage within the District shall be compensated during the term of this Agreement at the teachers' regular hourly rate of pay for each hour or fraction thereof for work assigned and performed before and after the normal workday, on weekends, on holidays and/or during vacation/recess periods. This provision shall not apply to duties, which are a part of the teachers' regular and routine duties.
- K. Elementary report cards will be distributed on the last student day. K-5 teachers shall receive three and one-half (3 ½) hours of noncompensable, non-accumulating, compensatory time at the beginning of the school year in recognition of the time needed to prepare report cards.

ARTICLE XIV

CLASS SIZE AND CLASS LOAD

- A. The parties recognize that the number of students assigned to a class is a matter of basic educational policy and the District may assign any number of students it so desires to a teacher's class.
- B. The following class size standards form the basis for receipt by K-12 teachers of the salaries set forth in Appendix 1. (Students are defined on an F.T.E. basis, rounded to the nearest whole number, as currently exists.)
 - 1. K-5 teachers - up to twenty-seven and one-half (27.5) students.
 - 2. K-5 split grade teachers - up to twenty-four and one-half (24.5) students.
 - 3. Grade 6 Academic Block teachers:
 - a. Four (4) teacher house - up to one hundred twelve (112) students.
 - b. Three (3) teacher house - up to eighty-four (84) students;
 - c. Two (2) teacher house - up to fifty-six (56) students;
 - d. One (1) teacher house - up to twenty-eight (28) students.
 - 4. Grades 6-12 teachers (excluding Academic Block and physical education, choral and instrumental music teachers) - up to thirty-two (32) students per class or one hundred fifty (150) students per teacher per day.
 - 5. Grades 6-12 choral and instrumental music teachers - up to one hundred fifty (150) students per day with no limit per class, or averaged over day 1 and day 2 in middle school.
 - 6. Grades 6-12 physical education - up to thirty-three (33) students per class or one hundred sixty (160) students per teacher per day, or averaged over day 1 and day 2 in middle school.

- C. In the event the District chooses to assign more students to a teacher per school day than those provided for in the class size standards set forth in Section B above, the teacher so affected shall receive, as work overload compensation in addition to his/her scheduled salary, an overload rate of two point seven (2.7) percent as calculated in Section M of this Article for elementary teachers. An overload rate of .0054 of one percent as calculated in Section M of this Article will be given for each section in Grades 6-12 except Grade 6 Academic Block teachers. An overload rate of 2.7 percent as calculated in Section M of this Article will be divided equally among the number of sixth grade Academic Block teachers where the overload occurs.
- D. Adaptive special education classes shall be excluded from the above daily class sizes and the remaining classes prorated accordingly.
- E. Study halls as part of the normal teaching assignment shall be excluded from the above daily class sizes and the remaining classes prorated accordingly.
- F. Salary schedule salaries were established based on study hall assignments of ninety (90) students or less per teacher. In the event that the District chooses to assign more than ninety (90) students to a study hall, the teacher so affected shall receive as work overload compensation, in addition to his/her scheduled salary, an overload rate of five-tenths (0.5) of one percent of the BA base for each student in excess of ninety (90) as calculated in Section M of this Article.
- G. Salary schedule salaries were established for laboratory science teachers based upon class sizes not exceeding the number of work stations in the classroom (a work station shall be defined as the number of students who can be actively involved at one time at any one work area within a classroom). In the event the District chooses to assign class sizes exceeding the number of work stations in the laboratory classroom, the teacher(s) so affected shall receive, as work overload compensation in addition to his/her schedule salary, an overload rate of .0054 of one percent of the BA base per student per section in excess of the number of work stations as calculated in Section M of this Article.
- H. For teachers with less than full-time contracts, the class size guidelines set forth herein, and the additional compensation, if any, provided for in the event such class size guidelines are exceeded, shall be pro-rated according to the percentage of a full-time contract held by such teachers. Any additional compensation earned by a part-time teacher pursuant to this Article shall be separately itemized and paid at the end of each semester.
- I. Mainstreamed special education students shall be included in the class size count for all elementary and secondary classroom teachers on a pro-rated F.T.E. basis when determining class sizes.
- J. When a teacher in Grades K-6 feels that the number of students assigned to him/her exceeds the class size standards set forth in this Article, or the nature of his/her class composition constitutes an overload, such teacher may, in lieu of overload pay, apply for relief to the Building Faculty Committee and/or the District Class Size Committee.
- K. The number of students assigned to a teacher during the first seven (7) school days of each semester shall be excluded from consideration of class sizes or overload compensation. In addition, the principal shall have three (3) school days after notification by the teacher that an overload exists to review the overload situation. Overload pay, if relief has not been granted, shall be retroactive to the first day of the three (3) day review.
- L. The term "assigned" as used in this article means the number of students a teacher is responsible to instruct and assess their performance.

- M. In the event the District chooses to assign more students to a teacher per school day than those provided in this Article, the formula for additional compensation per student shall be as follows: The BA base times (x) the overload compensation rate times (x) the number of days of the overload divided by (./.) 180 days.
The District shall pay such affected teachers by February 16 for the first semester and June 30 for the second semester.
- N. Teachers in Grades 6-12, excluding Grade 6 Academic Block teachers, will optimally teach not more than two (2) subject areas.
- O. Paraprofessional Assistance
1. Elementary
 - a. A good faith effort will be made to staff elementary schools with paraprofessionals for the preparation and duplication of teaching materials, working with individual and small groups of students, and development of instructional resources based on the following levels:
Less than or equal to nine (9) teachers: .5 Paraprofessional
For each three (3) additional teachers: .1 Paraprofessional
No school building will be staffed with more than 2.5 Paraprofessionals.
Teachers (prorated by F.T.E.) who do not receive this assistance and perform the work shall be paid at the rate of \$12.36 per hour for the 2007-08 school year and \$12.69 per hour for the 2008-09 school year for the number of hours of assistance not provided. Teachers assigned less than full-time to a school will be counted in the formula on an F.T.E. basis. Elementary librarians, Head Start teachers, and any teacher who has a Paraprofessional assigned to his/her class will not be counted and shall not be provided assistance under this provision. Educational interpreters will not be considered as Paraprofessionals for the purpose of providing classroom assistance.
 - b. The annual Paraprofessional allocation shall be adjusted on the first workday each year based on the District teacher F.T.E. per school on that day. If the teacher F.T.E., as determined on the third Friday of September, requires a building allocation change, such change shall be affected not later than October 1.
 2. Secondary
 - a. A good faith effort will be made to employ auxiliary personnel to provide assistance in the secondary schools for the preparation and duplication of teaching materials at a level not less than that set forth in the provisions of the Memorandum of Understanding between the Association and the District dated April 16, 1979.

ARTICLE XV

RETIREMENT PROVISIONS

- A. The Board shall pay the full amount of each full- and part-time teacher's required Wisconsin Retirement System deposits.
- B. All teachers who retire at age fifty-five (55) or later shall be eligible to receive continued insurance benefits in accordance with the provisions of Section E of this Article. When no longer available pursuant to that section, the teacher may elect to continue in the group fringe benefit programs upon full payment of the cost. Retired teachers eligible for Medicare may

elect either Medicare or the group health benefits for primary coverage. Retired teachers who elect Medicare for primary coverage may continue in the group health benefit program with Medicare as the primary insurer without reduced coverage's or benefits; i.e., Medicare Carve-out Plan. Such Medicare Carve-out Plan shall be at a reduced cost based on the extent of the Medicare benefits. Payment of the cost for the Medicare Carve-out Plan shall be pursuant to the provisions of Section E of this Article or, when benefit payments are not, or are no longer available to the teacher pursuant to that provision, payment of benefit costs will be by the teacher.

C. Provision will be made to continue in effect the group health and dental benefits containing the exact provisions and without limiting riders at the same group rate for all teachers who are receiving disability income benefits under the provision of Article VIII-Insurance of this Agreement.

D. Teacher Emeritus Program

1. The program shall be completely voluntary.
2. A teacher's age and total service to the District, including annexed Districts, must total at least seventy (70) years in order to be eligible for the program. However, employees hired after July 1, 2002, must work in the District under either a full- or part-time contract for at least ten (10) years to be eligible for the benefits provided by the Emeritus Program.
3. Teachers must be at least fifty-five (55) years of age prior to the first required professional learning day in August and be actively working to be eligible to participate.
4. Participants must enroll, by signing an agreement form mutually developed by the parties and provided by the District, by February 15, with termination of their current individual teacher contract effective at the end of the school year preceding the year in which they wish to begin participation in the program or at the beginning of the second semester of the ensuing school year, provided that a replacement teacher can be hired prior to the retirement date. Fringe benefit costs will be paid, as provided in Article VIII, through August 31 for those who retire in June and through the last day of February for those who retire at the end of the first semester.
5. Said program is subject to all applicable laws or judicial findings.
6. Payout at Death
 - a. In the event of death during the payment period before all TSA contributions are made, the District will make a TSA contribution of the remainder in a lump sum as if the participant completed the program no later than the end of the month when the death occurred or immediately thereafter to the maximum extent permitted by the Internal Revenue Code and applicable regulations.
 - b. To the extent that the remainder of the TSA contributions cannot be made to the deceased's TSA, the TSA obligation will stop and the District will carry the remainder value as a health credit to be used by the spouse (or if none, a qualified dependent) to extend District paid medical premiums.
7. Operational Criteria
 - a. Compensation under the program shall be considered a retirement benefit. The teacher's highest annual individual contract amount will be paid in equal monthly installments over three years into a non-elective 403b plan of the teacher's choosing. Compensation under the Teacher Emeritus program will

reflect the highest year's earnings to include individual contract amount, plus additional days worked for the following position categories: Coordinator of Curriculum Development, Curriculum Coordinator, School-To-Work Coordinator, Curriculum Writer and Technology Coordinator.

- 1) The age cap of 65 shall be waived. In addition, for teachers retiring after the age of 62, the District will be able to assign them to duties in order to fulfill the ten (10) days of work each year; however, if possible, said work can be concluded in one or two years. This provision shall sunset on June 30, 2009.
 - b. In no instance shall a participant receive more compensation in one year than one-third of compensation due to said participant.
 - c. Fringe Benefits - Participants shall be eligible for benefits pursuant to the provisions of Section E of this Article. When no longer available pursuant to that section, the teacher may elect to continue in the group fringe benefit programs upon full payment of the cost.
 - d. Participants shall contract to perform a minimum of ten (10) days of work each year of the first three (3) years of compensation. Such shall not exceed thirty (30) days per individual for the three (3) year period of participation in the program. Said duties shall be professional and mutually agreeable between the District and the participant as to the time and nature of the duties. Such work may include, but not be limited to, development of curriculum, mentoring newly employed teachers or teachers on a Plan of Assistance, development of instructional materials, individual tutoring, demonstration teaching and similar duties, except replacing teachers during a work stoppage.
 - e. The individual may elect to substitute in the District, and, on a voluntary basis, substitute in order to meet his/her Emeritus requirement in Section 7-d, above. Such service shall have no effect on the individual's participation in this program.
8. Procedures to Effect Participation
- a. The teacher indicates interest in the program by writing the Human Resources Office.
 - b. The teacher schedules a joint counseling session with the Assistant Superintendent for Human Resources and with a representative designated by the Association, if the teacher so desires.
 - c. Work activities shall be identified and compensation calculated.
 - d. The teacher must sign an agreement for participation in the Teacher Emeritus Program by February 15 to participate effective with the ensuing fiscal year. Such signing shall be the participant's resignation from the teaching staff of the District.
 - e. Insurance arrangements are established.
 - f. Non-elective TSA contributions begin with the first pay period in July for teachers retiring in June and in February for teachers retiring in January.
- E. Sick Leave Credits, Health Benefits, Dental Benefits
- Whenever, under the terms of this Agreement, payment by the Board of the whole or a portion of the cost for group health or dental benefit shall cease by reason of the retirement of regular employment of a teacher, the teacher shall be eligible for full payment by the Board of the cost

of continued participation in the group health and dental benefit programs, until such time as the Board has paid aggregate premiums for such continued participation equal to the total cash value of seventy (70) percent of the teacher's unused accumulated sick leave days as of the date of retirement multiplied by the teacher's daily salary rate at the time of retirement. In the event of the teacher's death, the District will carry the remainder value as a health credit to be used by the spouse (or if none, a qualified dependent) to extend District paid medical premiums. Beginning with the 2003-04 school year, if in the last year of employment before retirement, a teacher is at the maximum accumulation (100 sick days), and if none of the 10 days that are credited for that year are used, five days will be added to the maximum accumulation of payout of sick leave (105 days would be used for the payout).

ARTICLE XVI
SALARY

- A. The salary schedule for the duration of this Agreement is agreed to by the Board and Association as contained in Appendix 1.
- B. The Salary Schedule for Additional Compensation for the duration of this Agreement is agreed to by the Board and Association as contained in Appendix 2.
- C. Salary schedule placement shall be in accordance with the following provisions.
 - 1. Teachers will advance one step on the salary schedule (if a step is available) for each year of District service. Employees "off schedule" will remain in the off schedule placement in their training lane unless they complete the requirements to move to an additional training lane. When the on schedule salary exceeds the off schedule salary, employees will be placed on the schedule.
When the off schedule employee is eligible to move a lane or lanes, (s)he will received the dollar increase between the prior training lane and the new training lane. The dollar increase will equal the amount of the last step compared to the same step in the lane or lanes to the right.
 - 2. Only credits earned after a degree is granted will apply to training steps beyond such degree. Undergraduate credit will only be considered for salary advancement with approval from the District, except in cases where the credits are earned in the area of the teacher's certification(s). In case of any dispute on credit approval, the matter will be determined by the Professional Learning Advisory Committee.
 - a. Conditions for salary lane change
 - 1) Must be in a DPI accredited graduate degree program in education.
 - 2) Maximum of six (6) online credits toward salary lane change every contract year.
 - 3) Graduate credits past MA degree must be directly related to education or the teacher's area(s) of certification, or to a DPI accredited program to achieve additional certification, or other credits approved by the District.
 - 4) All teachers who have earned fifteen (15) graduate credits toward the master's degree will be paid one-half of the salary differential between the bachelor's and master's degree schedule. Teachers so qualifying must complete the master's degree requirements within seven (7) years from the date of starting the program or placement on the salary schedule will revert to the bachelor's plus 15 step.

3. Regular teachers assigned an additional class shall be compensated at twenty-one point three (21.3) percent of the BA base for each such class.
4. Teachers new to the District may be granted full credit on the salary schedule for up to seven (7) years of prior teaching experience (unless there are fewer steps in the training lane), but in no event shall an experienced teacher be placed on the salary schedule (Appendix 1) at a salary less than what he/she earned in his/her previous teaching position, except that the District may make initial placement on the salary schedule regardless of the teacher's previous salary for up to five teachers per year provided the District gives notice to the Association prior to the contract being offered to the teacher and the District obtains agreement with the teacher. The District shall have the discretion to grant additional credit for teaching positions difficult to fill. The Association shall be notified of such placement.
5. Newly hired teachers will be given one-half (½) year's experience toward salary placement for any year where they taught for less than ninety (90) workdays in any one (1) year, and one (1) year's experience toward salary placement for more than 90 (90) work days in any one (1) school year. This includes teachers who are hired as regular teachers from conditional contracts as well as teachers employed on continuing conditional contracts. Where half a year experience credit is given, the half-year experience will be rounded to the nearest even number to place the new employee on the salary schedule.
Example:
New hire has 6.5 years of teaching experience: Round down to 6 years of placement credit.
New hire has 3.5 years of experience: Round up to 4 years of placement credit.
Teachers hired prior to January 1 in any given year will receive one (1) additional step (if eligible) of salary schedule movement in the next school year. Those hired after January 1 will not receive the step increment movement until the year following the next school year.
Current staff will receive a full increment provided there is no break in service (unless they worked less than 90 work days in the school year in which case they will not receive an increment the next school year).
6. Salary increases for teachers whose classification changes because of additional training are to be granted twice annually at the beginning of each semester of the school year provided that certification of credits is filed in the Human Resources Office not later than the end of the third week of the semester for which the increase is to be effected.
7. Teachers of the Homebound shall be compensated on a prorated hourly basis determined by their placement on the salary schedule consistent with their training and experience. Such teachers shall be advanced one (1) step on the salary schedule for each year of teaching experience in which they performed duties for not less than five hundred (500) hours. Such teachers who teach less than five hundred (500) hours shall be advanced one (1) step at the beginning of the next semester after they have accrued five hundred (500) hours except that those teachers working less than a total of five hundred (500) hours during a three (3) year period shall be advanced one (1) step on the salary schedule. Teachers of the Homebound shall receive all other employment benefits accorded regular teachers except seniority.

8. Teachers who contract with the District to write grant proposals shall be compensated at the consultative rate of thirty-six dollars and five cents (\$36.05) per hour for the 2007-08 school year and thirty-seven dollars and fifteen cents (\$37.15) per hour for the 2008-09 school year less any salary earned if released time is provided for such writing.
9. Psychologists possessing a School Psychologist I certification shall be compensated at the MA plus 15-credit level and those possessing a School Psychologist II certification shall be compensated at the MA plus 30-credit level. Social Workers possessing the Senior School Social Worker certification shall be compensated at the MA plus 30-credit level.
10. Master Educator, Certificate of Clinical Competence, and Professional Development Certification (PDC) Compensation
 - a. A District Review committee will be established that will consist of three teachers appointed by the Association and three administrators. The purpose of the District Review Committee will be twofold: 1) prior to submission to the Institute for Learning, to review and ensure that the Individual Learning Plan and Action Research proposal of each individual are consistent with one another and to ensure that those components are rigorous and consistent with the goals or initiatives of the District and approve it for submission to the Institute; and 2) that said components meet the criteria established by the District Review Committee to indicate to a sufficient extent that the inquiry and research may have a substantive effect on the improvements of student learning.
 - b. If the mutually established criteria for improved student learning is met and the individual successfully completes the program, compensation shall be as follows:
 - 1) Upon submission and approval of the Portfolio, said individuals will be paid a one-time sum of \$5,150. Subsequently, the individual's salary will be increased for eight (8) years by the following amounts:
 - a) 2007-08: \$3,090
 - b) 2008-09: \$3,183
 - c) The subsequent years' amounts will be determined by the joint Salary Schedule Task Force.
 - c. Payment of the total PDC Assessment/Administration fee (currently \$4,000) will be the responsibility of each Association member accepted into the program. Any additional costs incurred by the individual outside of the Assessment/Administration fee shall also be the responsibility of the individual. Up to six undergraduate or graduate credits taken within the program will count for advancement on the salary schedule.
 - d. The parties understand that the selection of participants will be through the Institute for Learning and not the District.
 - e. National Board of Professional Teaching Standards Certification (NBPTS)
The District will pay a one-time payment to the teacher upon attaining National Board of Professional Teaching Standards Certification. The payment will be \$2,575 during the 2007-08 school year and \$2,652 during the 2008-09 school year. In addition, the teacher will receive additional compensation during the term of the certification (10 years). The compensation will be \$2,575 during

the 2007-08 school year and \$2,652 during the 2008-09 school year. The subsequent years' amounts will be determined by the joint Salary Schedule Task Force.

- D. The annual salary shall be divided into twenty (20) equal installments payable on the sixteenth (16th) and last day of each month. All employees shall come under the direct deposit system. All check stubs/direct deposit advice slips and W-2 forms will be electronically submitted to the employee.
- E. Compensation for all co-curricular riders will be paid in two (2) installments; the first installment will be the pay period three weeks after the activity begins and the second installment will be the first pay period after the activity ends.
- F. The Board shall provide at the request of the teacher the following payroll deductions:
 - 1. Tax-deferred annuities in accordance with Article VIII, Section A-6;
 - 2. United Way contributions;
 - 3. Credit Union contributions to the Fox Communities Credit Union;
 - 4. United Teaching Profession dues in accordance with Article IV, Section G;
 - 5. Health care and life insurance program costs assignable to the teacher;
 - 6. Income protection insurance for existing programs; and
 - 7. Bond-a-month plan.No material other than employer information will be included in the envelope with teacher paychecks.
- G. Teachers who resign from their individual contract for other than health or retirement purposes shall forfeit an amount equal to two (2) percent of the teachers' salary schedule base if the resignation is received between July 1 and October 1. Release from an individual contract after October 1 shall be at the discretion of the employer.
- H. For the purpose of this Agreement an individual teacher's:
 - 1. Daily rate of pay shall be one one hundred ninety-first (1/191) of his/her placement on the salary schedule as set forth in Appendix 1 plus the value of all department chairperson, house leader, and building coordinator riders; and
 - 2. Hourly rate of pay shall be one one thousand four hundred thirty-two and one-half (1/1432.5) of his/her placement on the salary schedule as set forth in Appendix 1 plus the value of all department chairperson, house leader, and building coordinator riders.
- I. Upon completion of a "Strand"-45 hours of instruction offered through the District's professional learning office, the teacher shall be credited with three credits for advancement on the salary schedule. These three credits, if approved by the DPI, may also be used for renewal of a teacher's five-year license.

ARTICLE XVII

EXTENDED EMPLOYMENT

- A. Extended-Year Teacher Contract

Teachers whose regular assignment requires work beyond the regular school year shall be issued extended-year contracts, which include their total days of employment.

 - 1. Teachers employed for less than a full calendar year but for more than the school year shall be issued contracts for the entire period of their annual employment. The schedule of workdays shall be determined in cooperation with the appropriate administrator; however, such teachers are entitled to the regular school year recesses

and paid holidays. The Fourth of July shall be a paid holiday if it occurs within the period of scheduled workdays.

2. Teachers on extended contracts shall have their salaries determined on a prorated basis to their regular school year salary schedule placement.
3. Teachers on extended contracts shall have their salary adjusted to the rate established for the following school year for those days of employment after July 1 of any year.
4. Teachers shall be granted one (1) day of accumulative sick leave for each twenty (20) days or major fraction thereof of extended year employment.
5. Teachers employed on a full-calendar year basis shall have two hundred thirty-seven (237) paid workdays (238 in Leap Year). In addition such teachers shall be granted four (4) paid holidays including Labor Day, Thanksgiving Day, Memorial Day, and July 4th. Such teachers will not be required to report for duty nor lose pay on Christmas, New Year's and Good Friday when such holidays fall within scheduled school recesses. The schedule of workdays outside the school year shall be scheduled with the appropriate administrator.

B. Summer Employment

Summer employment shall refer to the employment of regularly appointed teachers for summer assignments, which are not extensions of their school year duties. All assignments covered under this section shall commence after the end of one school year and before the beginning of the next school year.

1. All openings for professional summer employment including positions under Federal and other special programs will be filled pursuant to the following procedure:
 - a. Under normal circumstances the first offering of summer openings will be posted not later than April 22. The second posting will be not later than May 15. This second posting shall include summer school offerings that may not be staffed because of the lack of student enrollment once summer school begins. Such offerings will be so noted on the posting. All postings are offerings of positions that may be filled and in no way guarantees that positions will be filled.
 - b. When staffing summer courses which are make up classes or classes to prepare students for the next school year, first preference will be given to certified staff who are currently teaching in those areas.
 - c. In filling all other summer openings and in filling remaining openings in Section B, above, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, length of service in the District, and previous summer assignments in the District. When all other factors are substantially equal, preference will be given on the basis of seniority; and
 - d. Summer openings will be filled first by regularly appointed teachers in the District.
2. A letter of intent to employ for summer assignments will be issued by May 5 for the first posting and May 25 for the second posting. The letter shall include:
 - a. Salary;
 - b. Type of assignment;
 - c. The length of assignment in terms of inclusive dates, number of days, and hours per day; and

- d. The above (a, b, c) may be modified, in part or in whole, based on student registration, student attendance, availability of funds, or other factors prior to the issuance of individual employment contracts.
- 3. All teachers subsequently contracted for summer assignments will be provided with a written statement of work schedules, class and/or subject assignments and building assignments not later than the Friday before Memorial Day is observed.
- 4. A legal holiday(s) falling within a summer assignment will be a paid holiday(s).
- 5. Except as otherwise provided in this Article, all of the provisions of this Agreement will apply to teachers holding summer employment positions.
- 6. Salary
 - a. Summer salary schedule is contained in Appendix 3.
 - b. Summer salaries will be added to July and August paychecks.
- 7. Teachers shall be given consideration for positions posted in Article XVII-B-1 if an application is submitted on a "Summer School Application" form (See Appendix 6A) that is attached to the posting email sent to each teacher's District email account. The teacher will electronically submit an application for each position they are interested prior to the closing date and time listed in the posting. If offered a position, the teacher must confirm or reject the offer at the time it is offered.
- C. Non-teaching unit work on weekends or recess periods during the work year will be voluntary. The compensation rate for such work will be the same as Appendix 3.

ARTICLE XVIII

DISTRICT/ASSOCIATION RELATIONS COMMITTEE

The Superintendent and/or his/her designee(s) shall meet with the Executive Director of The Association on a reasonable basis to discuss matters of concern to the bargaining unit related to the operation of the School District. The Association may bring resource personnel into the conference as needed. Teachers who are brought into such conferences as resource personnel will be released from their regular teaching duties without loss of pay so as to enable them to attend such conferences provided the District administrator grants his/her approval.

ARTICLE XIX

TEACHER RIGHTS AND RESPONSIBILITIES

- A. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of a teacher, providing said activities are not violative of law.
- B. Teachers shall not be disciplined or otherwise adversely affected in their employment because they have presented and/or interpreted facts and ideas (including personal opinions when identified as such) concerning man, society, the physical and biological world, and other branches of learning which shall have been within the general confines of the District's course syllabi and subject to accepted standards of professional responsibility.
- C. The private life of a teacher is not within the appropriate concern or attention of the Board except when a teacher's conduct is contrary to commonly accepted ethical standards that endanger the health, safety, welfare, or education of any student or minor.
- D. Teacher Personnel File

1. Teachers will have the right to review the contents of their personnel file and to receive a copy of any documents contained therein, except those documents as listed in Section D-3 of this Article. A teacher will be entitled to have a representative of the Association accompany him/her during such review. At least once every two (2) years, a teacher will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the Administration and if there is agreement, they will be destroyed. A disagreement over the question of obsolescence or inappropriateness will be subject to the grievance procedure set forth herein and will be initiated at Level Two thereof.
 2. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher must acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written rebuttal to such material, and his/her answer will be reviewed by an appropriate member of the Administration and attached to the file copy. A duplicate copy of all documents placed in the building personnel file shall be filed within fifteen (15) days in the Human Resources Office personnel files.
 3. Although the Board agrees to protect the confidentiality of personal references, academic credentials, medical records, and other similar documents, it will not establish separate "confidential" files.
- E. No teacher will be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred, terminated or otherwise deprived of any professional advantage without cause. In no case will this be done publicly, except when necessary for the Board to take official action. Any such action, excluding nonrenewal but including adverse evaluation of teacher performance, will be subject to the grievance procedure set forth in this Agreement.
- F. All newly employed teachers hired after January 14, 1992, shall serve a two (2) year probationary period during which time they may be non-renewed by the Board. The decision to non-renew shall not be subject to the Grievance Procedure nor governed by the just cause standard. Probationary employees will be subject to the summative evaluation of the Green Bay Area Public School District Model for Teacher Supervision/Evaluation. The Clinical Supervision/Teacher Evaluation process will be used as a basis for non-renewal except when non-classroom factors warrant non-renewal.
- G. A teacher shall, at all times, be entitled to have a representative of the Association present when he/she is being orally reprimanded, warned or disciplined. The administrator shall inform the teacher of the nature of the action at the beginning of any conference called for the above purposes. When a request for Association representation is made, no action shall be taken with respect to the teacher until such representative is present. Copies of any written reprimands or disciplinary actions shall be forwarded to the Association.
- H. If a non-probationary teacher is denied contract renewal, the reasons for any such action shall be given in writing.
- I. The parties to this Agreement shall not discriminate against any teacher, nor perpetuate the effects of past discrimination, if any, against any teacher in any term or condition of employment, including but not limited to, payment of wages, hours of work, assignment,

seniority, training, layoffs, recall, discipline, and discharge because of race, color, religion, creed, age, sex, marital status, or national origin.

- J. The District, in recognition of the concept of progressive correction, shall notify a teacher in writing of any alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the teacher. In the event said breach or breaches of discipline may or could result in termination of employment, copies of any notice to the teacher shall be promptly forwarded to the Association.
- K. Complaints, Performance Deficiencies and Personnel File
1. Positive suggestions for improvement shall be provided to teachers upon written identification of deficiencies by the supervisor. It is the teacher's responsibility to remediate any deficiencies. For the purpose of this Article the term "deficiencies" shall apply to any component contained within the "Performance Expectations for Teachers" whereby the performance is below District expectations. The teacher may request a second evaluation by another mutually acceptable evaluator.
 2. Any complaint regarding a teacher made to any member of the Administration by any parent, student, teacher, or other person will not be used in evaluation, recorded, or placed in any personnel file unless substantiated in an investigation conducted by the Administration. The record of the investigation, including the teacher's rebuttal, if any, shall be attached to the complaint if said complaint is, in fact, subsequently placed in the personnel file.
 3. Final evaluation of a teacher, upon termination of his/her employment, will be concluded prior to severance. No documents or other material will be placed in the personnel file of such teacher after severance.
- L. Employee Assistance Program (EAP)
1. The District shall not require a teacher to participate in an EAP, nor shall it discipline or adversely evaluate a teacher because of his/her refusal to participate in such a program.
 2. The District recognizes that absolute confidentiality is one of the most important aspects of an EAP and agrees that it will establish safeguards to protect the confidentiality of teachers who may seek assistance through the EAP.
 3. The District recognizes that the Association's participation and involvement in the EAP is a critical factor for the successful administration and teacher involvement. In particular, the District agrees to consult with the Association before contracting for any assessment, consulting or referral services recognizing that the final authority for decision after such consultation is with the District.
- M. An Evaluation Committee, consisting of three (3) teachers appointed by the Association and three (3) administrative representatives appointed by the District, shall be established for reviewing the Teacher Evaluation Model. The recommendation of the Evaluation Committee shall be forwarded to the Board of Education. The Board shall, in its sole discretion, approve such recommendation, disapprove such recommendation or remand such recommendation to the Evaluation Committee with instructions. The decision of the Board shall not be grievable.

ARTICLE XX
DISRUPTIVE STUDENTS

- A. Student Assault on Teachers

1. The principal responsibility for maintaining discipline remains with the teacher. Any disciplinary procedures utilized by teachers shall be within the parameters set by the Board and/or the Administration and subsequently published in writing as Board policy or administrative rule. Copies of any and all Board policies and/or administrative rules shall be given to bargaining unit employees annually during teacher orientation.
2. A teacher shall report, on a timely basis, all cases of alleged physical assault or attempted physical assault upon the teacher in connection with his/her employment. Such reports shall be made in writing to the building principal on a form provided by the District (copy to the Association) and shall be maintained in the office of each school building. The involved student shall be removed from the teacher's classroom if the teacher so requests in the report, pending a consultation conference. The student so removed shall not be returned to that teacher's classroom until the reported conduct has been reviewed by the principal, or another administrator designated by the District, in consultation with the teacher, the parent(s) and any other District personnel that may be assigned to the matter by the District. Recommendations formulated at such conference shall guide the principal in determining whether or not the student should be returned to a regular classroom. In the case of verbal assault, the teacher may refer the student to the building administrator. If the teacher identifies the reason for removal in writing as verbal assault and requests that a meeting be held with the building administrator prior to the return of the student to the classroom, such request will be honored.
3. If the involved student is assigned to the regular classroom of another teacher, the teacher shall be apprised of the conditions and circumstances, which led to the student's removal.
4. Teachers shall be permitted to inform and confer with the Association, on a timely basis, by telephone, of the alleged assault.

B. Teacher Assault on Student

1. If a "teacher" is named as a defendant in an action or special proceeding arising out of an alleged assault and is proceeded against as an individual because of acts committed while carrying out duties as an employee of the District, and a jury court finds that the teacher defendant was acting within the scope of his/her employment, the judgment as to damages and costs entered against the teacher in excess of any insurance applicable to the employee shall be paid by the District.
2. Regardless of the results of the litigation, the District, if it does not provide legal counsel to the defendant bargaining unit teacher employee, shall pay reasonable attorney's fees and the costs of defending the action, unless it is found by the court or jury that the defendant teacher did not act within the scope of employment.
3. Failure by the defendant teacher to give notice to his/her immediate supervisor of an action or special proceeding arising out of an alleged assault commenced against him/her as soon as is reasonably possible shall bar recovery by said teacher from the District of reasonable attorney's fees and costs of defending the action. The attorney's fees and expenses shall not be recoverable if the District offers the defendant teacher legal counsel and such offer is refused by the defendant teacher. If the defendant teacher refuses to cooperate in the defense of the litigation, the defendant teacher is not eligible for any indemnification or for the provision of legal counsel by the District under this section.

ARTICLE XXI
ABSENCE PROCEDURES

- A. Teachers shall follow the call-in procedures as soon as they can determine that they will be absent. Teachers may indicate a preference as to the specific substitute to be assigned.
- B. In the event a regular teacher substitutes for an absent teacher, the regular teacher shall be compensated at a rate equal to fifteen (15) percent of his/her regular daily rate for each class period or hour of substitution or any fraction thereof. This provision shall also apply where a regular teacher in an elementary school is required to supervise his/her own students in the absence of the art, vocal music, or musical education teacher or a librarian.
- C. Non-classroom teachers who are required to substitute shall be compensated at \$15.45 per hour for the 2007-08 school year and \$15.91 for the 2008-09 school year or a fraction thereof.

ARTICLE XXII
DEPARTMENT CHAIRPERSONS/MIDDLE SCHOOL HOUSE LEADERS

- A. Department chairpersons may be appointed to provide subject area curriculum improvement and leadership for the department. Middle school house leaders may be appointed to provide instructional leadership for the academic block team.
- B. The duties of the department chairperson and the middle school house leaders shall not be such as to require the performance of any supervisory duties that would jeopardize their bargaining unit membership.
- C. A department chairperson and middle school house leader shall be compensated on a full-time teacher equivalency basis on the following schedule:

DEPARTMENT CHAIRPERSON

.1-1.9 teachers in a department	2.2% of BA Base Salary;
2.0 and over teachers in a department	0.09% of the BA Base Salary for each additional 0.1 F.T.E.

MIDDLE SCHOOL HOUSE LEADER

- 1. The house leader for one (1) teacher team shall be compensated at 1.8% of the BA base salary;
 - 2. The house leader for a two (2) teacher team shall be compensated at 3.6% of the BA base salary;
 - 3. The house leader for a three (3) teacher team shall be compensated at 4.49% of the BA base salary; and
 - 4. The house leader for a four (4) teacher team shall be compensated at 5.39% of the BA base salary.
- D. Department chairpersons in laboratory subjects shall receive one-half (½) of one (1) percent per teacher in addition to the schedule in Section C of this Article. Grades 6-12 laboratory subjects shall be agriscience, art, business education, English as a Second Language, Family and Consumer Education, Special Education, technology education, music and science.
 - E. A department chairperson/house leader shall be granted release time when requested by the building principal to provide clinical assistance for the purposes of staff, instructional and professional development to teachers in their classrooms, and such other duties as would relate to the improvement of classroom instruction.
 - F. Where a teacher is shared between secondary schools in a one (1) or less teacher department, that teacher will receive only one (1) department chairperson stipend.

- G. The Board shall not assign duties customarily performed by the department chairpersons/house leaders to one or more teachers for the purpose of avoiding the appointment of a department chairperson/house leader, unless such duties are de minimus.
- H. ELEMENTARY SCHOOL SCIENCE CONTENT LEADER/READING CONTENT LEADER/MATHEMATICS CONTENT LEADER
The number of teacher's category will be based upon the number of teachers who teach science, mathematics, or reading as reported by the principal.
- | | | | | | |
|-------------------------|-------|------|-------|-------|-------|
| Number of Teachers | 1-7 | 8-13 | 14-19 | 20-25 | 26+ |
| Percent of Compensation | 2.24% | 2.7% | 3.14% | 3.6% | 4.05% |
- I. Teachers receiving an additional stipend for serving as a department chairperson, middle school house leader, elementary school science content leader shall not receive compensatory time when the teacher is attending meetings in his/her area of direct responsibility, except for meetings held for the purpose of curriculum development outside of the school day.
- J. High school and middle school principals have the option of appointing guidance department chairpersons as they have traditionally done or appointing department chairpersons based upon a pupil services model.
1. The pupil services model would include guidance counselors, the social worker directly assigned to the guidance office and one-half of the F.T.E.'s of the psychologists and (Special Education) social workers assigned to that building.
 2. Psychologists and social workers Department Chairpersons would have included in their respective Department Chairperson compensation all of the F.T.E.'s of those department members included in a pupil service department as well as the formula in Article XXII-C for all others within their respective department.
- K. In addition to the compensation in D. above, the District shall provide one period of release time per day every other semester for Special Education and ELL Department Heads. This provision sunsets after June 30, 2007, and the parties shall evaluate it at that time.

ARTICLE XXIII

FACULTY COMMITTEES

- A. A committee of teachers shall be created in each school building from the faculty of that building.
1. In a school having a faculty of fewer than forty (40) teachers, the committee shall consist of at least three (3) teachers.
 2. In a school having a faculty of at least forty (40) teachers but fewer than eighty (80) teachers, the committee shall consist of at least five (5) teachers.
 3. In a school having a faculty of eighty (80) or more teachers, the committee shall consist of at least seven (7) teachers.
- B. Teachers on such committees shall be elected by secret ballot. All teachers within the school shall be eligible to vote for and hold elective positions on the faculty committee.
- C. The principal of each school shall meet as needed, but normally on a monthly basis, during the school year with the faculty committee to discuss school operations and mutual concerns. Officers or designees of the Association and/or members of the administration may attend all faculty committee meetings.
- D. The party initiating the meeting shall provide an agenda in advance.
- E. The faculty committee shall:
1. Review existing school rules and procedures;

- 2. Propose new rules and procedures provided, however, that such rules are not inconsistent with the terms of this Agreement; and
 - 3. Serve as the building Class Size Committee for the initial processing of excessive class size relief applications. In this function, the faculty committee shall operate under guidelines developed by the District Class Size Committee and shall be responsible to that Committee.
- F. The final decisions shall reside with the building principal in all matters considered by the faculty committee.

ARTICLE XXIV

TRAVEL

- A. Teachers authorized to transport students in their private automobiles and teachers who are required to use their automobiles when travel is necessary from one building or activity to another on a regular basis shall be reimbursed at the IRS rate per mile. Mileage computation will be based upon the shortest distances between buildings and reported and reimbursed monthly.
- B. Teachers who are assigned to more than one (1) building in any one (1) day shall be provided an adequate amount of time for travel, but in no case less than fifteen (15) minutes. The travel time may be taken from a teacher’s assignable time or teaching time; however, if taken from planning, the teacher will be compensated according to Article XIII.
- C. All other approved travel for teachers not included in Sections A or B of this Article shall be reimbursed at the IRS rate for use of their personal automobiles for each such meeting or activity. Paid parking expenses shall be reimbursed at cost. Such mileage and expenses shall be reported and reimbursed monthly.
- D. The IRS rate will be paid at the rate in effect at the time the mileage was incurred with no retroactivity.

ARTICLE XXV

REGULAR PART-TIME TEACHERS

Regular part-time teachers shall be accorded all the employment rights and benefits received by regular full-time teachers except as hereinafter provided:

- A. The Board shall pay a portion of the annual premium for all regular part-time teachers electing single or family health benefit coverage in accordance with the following schedule:

TEACHER PORTIONS OF PREMIUMS

<u>Hours Worked/Week</u>	<u>Employee Only</u>	
	<u>Benefits</u>	<u>Family Benefits</u>
28.3 to 37.5	None	6%
18.9 to 28.2	25%	30%
9.5 to 18.8	50%	53%
5.5 to 9.4	75%	76%

- B. Part-time teachers whose workload in proportion to a full teaching assignment is less than fifty (50) percent shall not be advanced on the salary schedule the year immediately following such assignment. Such teacher shall be advanced one (1) step on the salary schedule if still employed for less than a fifty (50) percent assignment the year next following. Part-time teachers whose workload is fifty (50) percent or more of a full teaching assignment shall be advanced one (1) step on the salary schedule the year immediately following.

- C. A regular part-time teacher shall be compensated in proportion to the normal work requirements for the specific teaching assignment.
- D. Regular part-time teachers whose work assignment changes so that they either become full-time or whose working hours change so as to affect the health benefit contribution rate shall have the opportunity to enroll in the health benefit plan without proof of insurability within seven (7) days of such a change. Coverage will begin on the first day of the month following completion of the enrollment form.

ARTICLE XXVI
PROFESSIONAL LEARNING

Professional learning is intended to increase student learning by increasing the skills and knowledge of the professional staff. Best practice indicates that professional learning be student-focused, data-driven, job-embedded, results-oriented, and collaborative. To that end, effective July 1, 2009:

- A. Teachers are compensated for twenty-two and one-half (22.5) hours of professional learning activities each year. This equals three (3) days of the 191-day contract work year for full-time teachers. Professional learning requirements shall be satisfied as follows:
 - 1. Seven and one-half (7.5) professional learning hours shall be fulfilled by attendance at a pre-service days prior to the start of each school year. This day will consist of six (6.0) hours of required attendance at the teacher's home school or a site to be determined by the District for special area teachers.
 - 2. The student day and workday at each school will each be increased by three (3) minutes from the standards stated in Article XIII in the Agreement to accommodate the time necessary for seven (7) late starts during which each school will conduct school-based, on-site professional learning.
 - 3. Up to seven and one-half (7.5) hours may be fulfilled by attendance at state or regional conventions offered on the dates set in Article VI, Section A-4. Attendance at convention and approved conferences shall be credited for the number of hours attended at sessions. Documentation for convention attendance is required. Up to seven and one-half (7.5) hours of professional learning hours may be fulfilled by participation in District sponsored programs or programs pre-approved by the Director of Professional Learning **OR** up to seven and one-half (7.5) hours of pre-approved learning related work that is completed outside of assignable time for committees, meetings and task forces that are a part of assignable time (e.g., outside reading, data collection, etc.), **OR** a combination thereof.
 - 4. The District may direct additional hours of specific professional learning for designated teachers or groups of teachers. Such professional learning may be scheduled during the two (2) days immediately prior to or after the work year or on student contact days during the regular work year at hours after the workday where only one (1) session can be scheduled for the particular professional learning session. Where alternate dates can be scheduled, the District may schedule sessions during and outside the work year. Specifically assigned professional learning shall be compensated at the regular hourly rate of pay for the teacher. In lieu of pay the teacher may elect to apply these hours toward the seven and one-half (7.5) hours of the annual professional learning requirement.

- B. Failure on the part of a teacher to meet the annual professional learning requirements by June 30 of the current year shall result in the reduction in their contract salary by one (1) hour's pay for each hour less than seven and one-half (7.5) required professional learning hours.
- C. The number of professional learning hours that a teacher who works less than a full year owes the District shall be determined by activating the following formula:
 - 1.
$$\frac{\text{Number of days employed}}{191} \times 7.5 \text{ hours} = \text{no. of hours owed}$$

(to nearest .5 hr.)
 - 2. In the event of death during the teacher's contract year, there will be no payroll deduction for that teacher's unfulfilled professional learning requirements.
- D. Teachers may accumulate up to seven and one-half (7.5) professional learning hours over and above those necessary to meet the annual professional learning requirements. No compensation shall be paid at the time of termination of employment for any accumulated professional learning credits.
- E. Teachers accepting duties as professional learning consultants or teachers shall be paid at their regular hourly rate of pay for each hour of a professional learning assignment that is performed after the student day, in the evening, during school recesses, or on weekends. For newly created professional learning presentations, the teacher developing the presentation will be compensated at one (1) hour of planning for each hour of teaching. All presenters will be paid for one-half (½) hour of set-up/tear-down time for each presentation.
- F. Professional Learning Advisory Committee
 - 1. A Professional Learning Advisory Committee (Committee) shall be established consisting of three teachers and three administrators chaired by the Assistant Superintendent Curriculum and Instruction, or his/her designee. The teacher members shall be appointed by the Association and the administrators by the Superintendent. Teacher members shall be released from their regular assigned duties to attend meetings without loss of pay for hours attended.
 - 2. The Committee shall have the responsibility to:
 - a. Develop and recommend programs and training designed to support District goals and initiatives; and
 - b. Evaluate programs and recommend modifications or discontinuations.
 - 3. The Committee shall be advisory in nature, and any final decision to accept or reject the Committee's recommendations is subject to approval by the Board of Education and is not grievable.
- G. Teachers new to the District or teachers returning to the District after an absence of five (5) years or more may be required to attend three (3) days of District orientation on the days immediately preceding the date of return for all teachers at the commencement of the school year. For this, new teachers will receive
 - 1. Seven and one-half (7.5) professional learning hours that satisfies the professional learning requirement for the first year; AND
 - 2. Can choose to be credited with either
 - a. Fifteen (15) hours of compensatory time OR
 - b. Seven and one-half (7.5) hours of compensatory time and seven and one-half (7.5) hours of banked professional learning hours.

ARTICLE XXVII
FILLING VACANCIES

A. Temporary Vacancies

1. Temporary vacancies of less than a semester:
 - a. If the District determines to fill a vacancy created by a teacher temporarily vacating his/her position for a period of twenty (20) consecutive days or less, it may do so with a day-to-day substitute.
 - b. If the District determines to fill a vacancy created by a teacher temporarily vacating his/her position for a period of less than a semester but more than twenty (20) consecutive days, it shall do so with a teacher under a conditional contract.
2. Temporary vacancies of more than a semester
If the District determines to fill a vacancy created by a teacher temporarily vacating his/her position for a period of more than one (1) semester, it shall, provided that such position remains vacant after recall procedures (Article X, Section J) have been exhausted, do so with a teacher under conditional contract.
3. Temporary vacancies of more than one (1) school year
If the District determines to fill a vacancy created by a teacher temporarily vacating his/her position for a period of more than one (1) school year, it shall, provided that such position remains vacant after the recall procedures (Article X, Section J) have been exhausted, do so with a teacher employed under a regular teacher contract, except in the case of a disabled teacher wherein the temporary vacancy shall be maintained up to two (2) years.

B. Permanent Vacancies

1. Permanent vacancies of less than one (1) semester
If the District determines to fill a permanent vacancy of less than one (1) semester created by the resignation, dismissal, death, or other permanent action of a contracted teacher, it shall, provided that such position remains vacant after the recall procedures (Article X, Section J) have been exhausted, do so with a teacher under conditional or regular contract.
2. Permanent vacancies of one (1) semester or more
If the District determines to fill a permanent vacancy of one (1) semester or more created by the resignation, dismissal, death, or other permanent action of a contracted teacher, it shall, provided that such position remains vacant after the recall procedures (Article X, Section J) have been exhausted, do so with a teacher employed under a regular contract.
3. If it is medically determined at a later date that a disabled teacher, whose position has been filled by a teacher employed under a regular teaching contract pursuant to the terms of this provision, has sufficiently recovered to return to work, such disabled teacher shall be returned to the first open regular position for which he/she is certified and most senior. Effective with the 2003-04 school year, if a bargaining unit member becomes permanently disabled, s/he will retain recall rights until becoming eligible for Medicare (approximately 30 months). After that time, the disabled employee will have no recall rights and will need to reapply for open positions.
4. The District shall forward to the Association, on a timely basis, a list of the names of those teachers granted conditional contracts.

C. Salary, Fringes, and Working Conditions

1. All teachers employed by the District after the twenty-second (22nd) day of any school year will be issued a conditional contract.
2. A conditional contract teacher shall not accrue seniority for such teaching except when a regular teaching contract is granted immediately following such replacement teaching, in which case seniority shall accrue from the beginning date of the last period of continuous employment.
3. The salary rate for a temporary conditional contract teacher filling a vacancy of less than a semester shall be the daily rate of the beginning BA teacher; the salary rate for a temporary conditional contract teacher filling a vacancy of a semester or more shall be based on a regular salary schedule placement.
4. A conditional contract teacher shall accrue all other benefits of employment.
5. Replacement teaching experience shall be credited toward incremental advancement on the salary schedule upon employment of a regular teacher at the rate of one-half (½) step for not less than seventy-five (75) teaching days or one (1) step for not less than one hundred fifty (150) teaching days, provided such replacement teaching is immediately prior to the issuance of the regular teacher contract.
6. Teachers who are originally employed as a day-to-day substitute for a period of twenty (20) consecutive days or less, but who ultimately teach for a period of twenty (20) consecutive days or more for the same regular teacher shall:
 - a. Be paid, retroactively, the difference between the per diem substitute rate of pay and the daily rate of pay of a beginning BA teacher for each of the first five (5) days of such teaching assignment; and
 - b. Become eligible for health insurance coverage as of the twenty-first (21st) day of such teaching.

ARTICLE XXVIII

CLASS SIZE COMMITTEE

- A. A District Class Size Committee shall be established to hear appeals for class size relief restricted to teachers in Grades K-6 as set forth in Article XIV-J. The Committee shall consist of three (3) teachers appointed by the Association and three (3) administrative representatives appointed by the District.
- B. The Class Size Committee shall act on all class size appeals submitted by teachers within the first two (2) weeks of the school year, not later than the end of the fourth week of the school year. However, class size relief requests will be accepted at any time during the school year and will be resolved within four (4) weeks of filing.
- C. The Class Size Committee shall be assisted by the various building Faculty Committees who shall initially review and resolve and/or channel to the Class Size Committee any teacher class size appeals arising within a school building. If an affected teacher is not satisfied with the resolution afforded by the Faculty Committee, a direct appeal to the Class Size Committee may be made. Robert's Rules shall apply in ordering meetings of the committee.
- D. Before a recommendation is submitted to the Board, a majority on the Committee must agree on one of the options below:
 1. Reduction in class size;
 2. Redistribution of students within a school to create a more educationally-sound classroom environment without class-size reduction;
 3. Assigning of a part-time teacher;

4. Assigning of a paraprofessional, full- or part-time;
 5. Redistribution of teachers within the District; and
 6. Other feasible alternatives.
- E. If a majority of the Committee cannot agree to any of the foregoing options, the Board of Education will be advised that the Committee has no recommendation. Any recommendation of the Class Size Committee shall be forwarded to the Board of Education to be acted upon at its next regular meeting. The board shall, in its sole discretion, approve such recommendation, disapprove such recommendation, or remand such recommendation to the Class Size Committee with instructions. The decision of the Board shall not be grievable.
- F. If class size relief is not approved by the Board, the teacher shall be paid the overload pay as would have been paid if such class size appeal had not been taken to the Class Size Committee.
- G. The Class Size Committee shall develop procedures for teacher application for class size relief and guidelines for handling appeals. Such guidelines and procedures shall be subject to ratification by the parties to this Agreement prior to implementation. Such procedures shall be communicated to all teachers prior to the beginning of the school year.
- H. Middle school teachers shall have the ability to apply to the Assistant Superintendent of Curriculum and Instruction for class size relief based upon the composition of their class. The Assistant Superintendent of Curriculum and Instruction, the Assistant Superintendent for Human Resources, and one additional administrator will review the request and render a decision, which will be non-grievable. This clause shall not establish any precedent and shall sunset June 30, 1999.

ARTICLE XXIX

SPECIAL EDUCATION PROGRAMS

- A. Work performed by regular and special education teachers pursuant to the Individuals with Disabilities Education Act (IDEA) of 1997, excluding psychologists, program support teachers, diagnostic teachers, social workers, and guidance counselors, shall be compensated as follows.
1. Educational Evaluations and IEP's. Special education teachers and regular education teachers who complete an Initial Educational Evaluation of a student and participate in the IEP Team meeting will be accorded release time or compensation at the rate of .0009 x BA base rate for each such assignment. Regular education teachers who complete an Educational Evaluation, as part of an initial referral or a reevaluation and/or participate in an IEP Team meeting, shall be compensated at the same rate if such work takes place during the teacher's planning time, or before or after the student day.
 2. Preparation of IEP Reviews and Special Education Reevaluation Teams. Special education teachers who perform work in the review of IEP's and the special education reevaluations shall be compensated for such work using the following schedule:
 - a. Special education teachers assigned not more than twenty (20) students shall receive 1.8% of the BA base.
 - b. Special education teachers assigned more than twenty (20) students shall additionally receive .0009 % for each student over twenty (20).
 - c. The number of assigned students shall be the individual special education teacher IEP list as of May 1 of each year.

- d. Special education teachers shall be paid for the preparation of special education reevaluations and IEP's not later than the second pay period in June.
 - e. Other teachers who may have reason to provide input into IEP Team meetings may attend on a non-required, voluntary basis without compensation. Such teacher's input will be given full and due consideration. The teacher may review the IEP Team summary statements and relevant evaluations in the student's file which identify rationale for and documentation of the IEP Team's decision on the existence of a disability. If the teacher continues to have concerns with the student's educational progress, he/she may meet with the building consultation team to discuss the student's program for consideration of further action and/or interventions.
- B. A teacher who believes that the placement of a student with a disability in his/her classroom is inappropriate may at any time request in writing to the principal an immediate IEP review. The IEP review shall be held within fifteen (15) days of said request. If following such review, the teacher still believes the child's placement is inappropriate, the teacher may request in writing a review by the Executive Director of Special Education or his/her designee. Such appeals are not subject to the provision of Article V -- Grievance Procedure.

ARTICLE XXX
JOB-SHARING

- A. Job-sharing as defined in this Article is a voluntary program providing two (2) or more teachers the opportunity to share one (1) full-time equivalent teaching position without loss of benefits provided by this Agreement. Where applicable, wages, fringe benefits, leave accrual, unless specifically otherwise noted, and all other benefits shall be prorated on the basis of the time worked as a percent of a full-time equivalent position.
- B. Job-sharing must be jointly approved by the Board and the teachers involved. No full-time equivalent positions may be eliminated in order to create job-sharing positions.
- C. Job-sharing shall be allowed for the following reasons:
- 1. Health;
 - 2. Child-rearing;
 - 3. Continuance of education;
 - 4. Semi-retirement; or
 - 5. Other employment.
- D. Persons Eligible to Job-Share
- 1. All teachers employed in the District for at least two (2) years under a regular teaching contract shall be eligible for job-share, except:
 - a. Teachers of grade 1 and all day Kindergarten;
 - b. Teachers in special education programs where replacements cannot be hired.
 - 2. Teachers on layoff may job-share if they are qualified.
 - 3. Any teacher, whether currently employed or not, subject to the employment practices of the District, is eligible for job-share, provided the other member of the job-share team holds a regular teaching position with the District qualifying for job-share.
- E. Applications for Job-Share
- 1. Applicants for job-share must apply in writing to the District by March 15 of the year prior to initially participating in the job-share program.
 - 2. Applicants for job-share must apply as a team.

3. Employee applicants must agree to return to full-time status or enter the layoff pool in the event:
 - a. The share position is discontinued.
 - b. One of the participants in a shared job is unable to continue in the shared assignment, and an eligible replacement cannot be found.
 - c. One of the participants in a shared job is laid off, and an eligible replacement from among the teachers then employed by the District cannot be found.
 4. Each applicant for a job-sharing position must be certifiable as per Article X, Section C of this Agreement to teach those subjects/grade levels involved in the shared job.
- F. Employment of Successful Applicants
1. Successful employee applicants shall be employed full-time pursuant to an individual contract in the form set forth in Appendix 5 with "x" percent of said full-time employment being designated leave and "x" percent being designated as teaching.
 2. Successful employee applicants must waive their right to bump full-time teachers should they wish to return to full-time employment unless their shared positions are eliminated because of layoffs.
 3. Successful non-employee applicants shall be employed during the first year of their job-share employment pursuant to a part-time conditional contract in the form set forth in Appendix 5A with no rights to continuing employment for the ensuing school year. If the District, nevertheless, chooses to continue such an employee's employment for the ensuing school year, it shall be pursuant to a regular teaching contract in the form set forth in Appendix 5; and such teacher shall thereafter have all the rights of an employee applicant hereunder.
 4. Job-share teachers employed under a regular teaching contract shall continue to accrue seniority in the shared position as if employed full time.
 5. Job-share teachers will not be able to reassign out of a job share position to a vacancy within the building(s).
- G. In the event of layoff:
1. A full-time teacher with seniority may volunteer to become a partner in a job-sharing position, thus restoring it to a full-time position;
 2. Job-share teachers employed under a regular individual teaching contract who are laid off shall retain all staff reduction rights.
- H. Copies of written requests for job-sharing shall be sent to the Association.
- I. Job-sharing teachers in grades 2-5 shall be limited to the AM/PM sharing pattern.
- J. The number of positions for job-sharing teachers shall be limited to fifty-five (55) positions; i.e., one hundred ten (110) teachers.
- K. Any time necessary for coordination of teaching assignment responsibilities shall be performed on the job-share teachers' time and not the District's. When teachers have the responsibility for the same students, there will be an overlap planning period of a minimum of fifteen (15) minutes per day; and both teachers must attend parent-teacher conferences.
- L. Both members of a job-sharing team must attend all faculty meetings and professional learning activities except that professional learning requirements shall be prorated. Job-share teachers shall be required to attend a maximum of four (4) job alike meetings per year provided that the burden for participation is not always placed on the same individual.

- M. The work schedule for job-share teachers may be flexibly rearranged to meet the varying needs of the job-share teachers and the District. Such rearrangement shall have prior approval from the job-share teachers' immediate supervisor.
- N. Job-share positions shall be assigned according to the following formula. The same formula shall be used for regular education teachers assigned to a school, teaching specialist areas, and special education areas.
 - 1. One (1) job-share position for up to nine (9) teachers;
 - 2. Two (2) job-share positions from ten (10) to thirty (30) teachers;
 - 3. Three (3) job-share positions from thirty-one (31) to fifty (50) teachers; and
 - 4. Four (4) job-share positions from fifty-one (51) or more teachers.
- O. In the event that in any given year the number of new applicants surpasses the number of available open positions, job-sharing shall be awarded to the team whose senior member has the greatest District-wide seniority.

ARTICLE XXXI
MISCELLANEOUS

- A. The guidelines regarding a situation when married teachers both work for the District are as follows:
 - 1. A husband or wife may be assigned to the same building;
 - 2. The marriage of teachers employed in the same building shall not be cause for transfer of either teacher.
- B. Required physical examinations shall be performed by a member of a panel of physicians under contract to the Board. If the employed teacher or the teacher being considered for employment prefers such required examination be made by his/her personal physician, the Board shall provide reimbursement not to exceed twenty (20) dollars.
- C. No teacher shall initiate the tutoring of presently assigned students for pay during the school year.
- D. Teachers donating blood may be permitted to leave at the end of the student day on the day of donation.
- E. Where safety glasses are required, the Board shall pay one-half (½) of the cost of prescription safety glasses for those teachers who normally need prescription glasses if ordered through the Board.
- F. The license renewal fee for teachers who maintain vocationally certified licenses will be paid by the District.
- G. In any building where a teacher or teachers do not have access during planning periods to an assigned classroom where the majority of their teaching assignment is fulfilled, the following procedure will be followed:
 - 1. With the onset of each school year, the building principal will call a meeting of all teachers so affected including appropriate building Association representatives.
 - 2. The objective of this meeting will be to explore any and all reasonable alternatives within the existing building to provide said teachers with a work area within the building that is most conducive to the planning process and which facilitates storage of planning materials.
- H. In the event the District adopts year round education or extended year calendar, it will bargain the impact with the Association.

- I. Teachers shall be allowed to attend their child(ren)'s parent-teacher conference(s) without loss of pay providing they can arrange coverage with another teacher, on a non-compensated basis. They may also utilize their planning time without using compensatory time. All arrangements must be mutually agreeable between the teacher and principal.
- J. The following provisions refer to the half-day Professional learning days:
 - 1. Travel reimbursement provision of the contract is waived, if travel is necessary to attend or participate in the Professional learning activities.
 - 2. If planning time is lost, compensation will not be given.
 - 3. On one of the days of early release, teaching specialists, librarians, guidance counselors, instructional music and special program teachers shall not teach. On this early release day said teachers shall be involved in job-alike Professional learning activities in the morning. To comply with Article XIII, D, 1 of the current bargaining agreement regular elementary classroom teachers shall receive instruction from teaching specialists and the planning time so provided will be equalized for those teachers throughout the year.
 - 4. If the Superintendent or building administrator determines that both teachers involved in a job share need to attend the professional learning program, attendance will be mandatory. However, the teacher who is required to work additional time will receive time off in kind through the hiring of a substitute at a time mutually agreeable to the affected teacher and his/her supervisor.
- K. Guidance counselors shall be allowed to coach with the understanding that counselor duties are a priority and the individual must fulfill his/her counselor duties as a priority on a daily basis taking into consideration parental and student needs.
- L. Should the District offer programs for staff on the parent/teacher trade-off day, Association members who volunteer to work on the parent/teacher trade-off day will be compensated by receiving an extra day of pay based upon their daily rate of pay. This benefit is not available for retiring teachers.
- M. The Association and the District shall form committees to examine the following issues:
 - 1. Investigate methods and incentives for the retention of teachers at high poverty elementary schools.
 - 2. Mentoring of new teachers and teachers new to the District.
 - 3. Compensation for special education teachers who write IEP's.
 - 4. Compensation for National Boards other than NBPTS.
 - 5. Payroll options other than 20 pays.
- N. Should the District implement three final exam days at the High School level, the afternoon of each day shall be without students and be used as teacher workdays in replacement of the workday scheduled at the end of the semester.
- O. A joint District/Association Committee on teacher workday and professional development.

ARTICLE XXXII
STANDARDS CLAUSE

Except as this Agreement shall hereinafter otherwise provide, all wages, hours, and conditions of employment which are mandatorily bargainable and which are in effect at the time this Agreement is signed, as established by the rules, regulations and/or policies in force on said date, shall continue to be so applicable during the term of this Agreement. It is recognized that rules and regulations referred to above may differ from one school to another.

ARTICLE XXXIII
SAVING CLAUSE

If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby.

ARTICLE XXXIV
DURATION CLAUSE

The provisions of this Agreement will be effective as of the 1st day of July, 2007, and shall continue and remain in full force and effect as binding on the parties through the 30th day of June, 2009. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of _____, 2008.

GREEN BAY EDUCATION ASSOCIATION

BOARD OF EDUCATION
GREEN BAY AREA PUBLIC SCHOOL
DISTRICT

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

By _____
Chairperson, Negotiations Committee

By _____
Chairperson, Negotiations Committee

2007-09 COLLECTIVE BARGAINING AGREEMENT INDEX

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APPENDIX 1

2007-08 Teacher Salary Schedule

Base Salary: \$34,100 effective July 1, 2007

Step	B	B+15	½ M	M	M+15	M+30
0	34,100	35,464	36,828	38,192	39,556	40,920
1	35,350	36,714	38,078	39,442	40,806	42,170
2	36,600	37,964	39,238	40,692	42,056	43,420
3	37,850	39,214	40,578	41,942	43,306	44,670
4	39,100	40,464	41,828	43,192	44,556	45,920
5	40,350	41,714	43,078	44,442	45,806	47,170
6	41,600	42,964	44,328	45,692	47,056	48,420
7	42,850	44,214	45,578	46,942	48,306	49,670
8	44,100	45,464	46,828	48,192	49,556	50,920
9	45,350	46,714	48,078	49,442	50,806	52,170
10	46,600	47,964	49,328	50,692	52,056	53,420
11	47,850	49,214	50,578	51,942	53,306	54,670
12	49,100	50,464	51,828	53,192	54,556	55,920
13	50,350	51,714	53,078	54,442	55,806	57,170
14		52,964	54,328	55,692	57,056	58,420
15			55,578	56,942	58,306	59,670
16				58,192	59,556	60,920

APPENDIX 1A

2008-09 Teacher Salary Schedule

Base Salary: \$35,475 effective July 1, 2008

Step	B	B+15	½ M	M	M+15	M+30
0	35,475	36,965	38,455	39,945	41,435	42,925
1	36,675	38,165	39,655	41,145	42,635	44,125
2	37,875	39,365	40,855	42,345	43,835	45,325
3	39,075	40,565	42,055	43,545	45,035	46,525
4	40,275	41,765	43,255	44,745	46,235	47,725
5	41,475	42,965	44,455	45,945	47,435	48,925
6	42,725	44,215	45,705	47,195	48,685	50,175
7	43,975	45,465	46,955	48,445	49,935	51,425
8	45,225	46,715	48,205	49,695	51,185	52,675
9	46,475	47,965	49,455	50,945	52,435	53,925
10	47,725	49,215	50,705	52,195	53,685	55,175
11	48,975	50,465	51,955	53,445	54,935	56,425
12	50,225	51,715	53,205	54,695	56,185	57,675
13	51,475	52,965	54,455	55,945	57,435	58,925

2007-09 COLLECTIVE BARGAINING AGREEMENT INDEX

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14	54,215	55,705	57,195	58,685	60,175
15		56,955	58,445	59,935	61,425
16			59,695	61,185	62,675

APPENDIX 2

Schedule 2
Salary Schedule for Additional Compensation – 2007 - 2009

<u>Activity</u>	<u>2007-08</u>	<u>2008-09</u>
Academic Decathlon, Grades 9-12	1,488	1,528
Academic Team Coach, Grades 9-12	1,394	1,432
Academy Program Coordinator	7,351	7,549
Assistant Athletic Director, Grades 9-12	4,653 ^a	4,779 ^a
Athletic Director, Grades 9-12	5,581 ^b	5,732 ^b
Baseball:		
Varsity Head Coach	4,341	4,458
Varsity Assistant Coach	2,792	2,867
Basketball:		
Varsity Head Coach	4,964	5,098
Varsity Assistant Coach	3,101	3,185
Grades 7 and 8 Coach/Intramural	2,079	2,135
Cheerleader Advisor, Grades 9-12	2,358 ^c	2,422 ^c
Cross Country:		
Varsity Head Coach (Combined)	3,101	3,185
Varsity Head Coach (Separate)	1,860	1,910
Debate Coach, Grades 9-12	1,613	1,657
Destination Imagination Advisor, District-Wide	3,101	3,185
District Performing Arts Festival:		
Director	1,766	1,814
Assistant Director	1,240	1,273
District Visual Arts Festival:		
Director	1,800	1,849
Art Teachers	372	382
Diversity Liaison Coordinator, District-Wide	3,412	3,504
Elementary Building Coordinator	* 2,233	2,293
Elementary Music Performance (Per Performance)	436	448

Schedule 2
Salary Schedule for Additional Compensation – 2007 - 2009

<u>Activity</u>	<u>2007-08</u>	<u>2008-09</u>
Elementary Safety Patrol	1,240	1,273
FFA Advisor – Grade 6-8	2,094	2,151
Family Career & Community Leaders of America Advisor	2,639	2,710
Football:		
Varsity Head Coach	4,964	5,098
Varsity Assistant Coach	3,101	3,185
Grade 9 Coach	2,543	2,612
Forensics:		
Coach, Grades 9-12	1,550	1,592
Assistant Coach, Grades 9-12	1,522	1,563
Coach, Grades 6-8	1,304	1,339
Assistant Coach, Grades 6-8	1,178	1,210
Future Educators of America Advisor, Grades 6-12	1,304	1,339
Golf:		
Boys Varsity Head Coach	2,108	2,165
Girls Varsity Head Coach	2,108	2,165
Guidance Counselor Liaison	2,703	2,776
Gymnastics Varsity Head Coach	3,721	3,821
Health Occupations Students of America Advisor	2,639	2,710
Hockey Varsity Coach	3,721	3,821
Honors Band Coordinator, District-Wide	1,766	1,814
Intramurals, Grades 6-12 (Rate Per Hour)	21.70	22.29
Jazz Band Director, Grades 9-12	1,860	1,910
Jazz Band Director, Grades 6-8	1,240	1,273
Junior Prom Advisor	1,286	1,321
Leadership Development Coordinator, Grade 6-8	1,832	1,881
Link Crew	1,860	1,910
Local Vocational Education Coordinator (LVEC)	2,851	2,928

Schedule 2
Salary Schedule for Additional Compensation – 2007 - 2009

<u>Activity</u>	<u>2007-08</u>	<u>2008-09</u>
Marching and Pep Band Director, Grades 9-12	2,639	2,710
Math Coordinator	2,731	2,805
Memory Picture Book, Grades 6-8	1,613	1,657
Mock Trial Coach, Grades 9-12	1,613	1,657
Musical Performances, Grades 6-12 **	1,550	1,592
Musicals, Grades 9-12:		
Director	3,071	3,154
Assistant Director	2,170	2,229
National Honor Society	1,286	1,321
Newspaper Advisor:		
Grades 9-12	3,101	3,185
Grades 6-8	1,178	1,210
PEER Building Coordinator, Grades 6-12	1,860	1,910
PEER Coordinator (District-Wide)	3,721	3,821
Plays/Talent Shows, Grades 6-12		
Director	2,108	2,165
Assistant Director	1,550	1,592
Show Choir Director, Grades 9-12	1,860	1,910
Show Choir Director, Grades 6-8	1,240	1,273
Soccer:		
Varsity Head Coach	3,071	3,154
Varsity Assistant Coach	2,233	2,293
Softball:		
Varsity Head Coach	4,341	4,458
Varsity Assistant Coach	2,792	2,867
Solo-Ensemble:		
Coordinator	1,550	1,592
Assistant Coordinator	928	953
Special Education Transition Specialist	3,412	3,504

Schedule 2
Salary Schedule for Additional Compensation – 2007 - 2009

<u>Activity</u>	<u>2007-08</u>	<u>2008-09</u>
Student Council Advisor, Grades 6-12	1,304	1,339
Student Council Advisor, District-Wide, Grades 9-12	1,488	1,528
Student Diversity Liaison/Advisor, Grade 9-12	2,470	2,537
Swimming:		
Varsity Head Coach	2,792	2,867
Varsity Assistant Coach	2,108	2,165
Tennis:		
Varsity Head Coach	2,170	2,229
Varsity Assistant Coach	1,766	1,814
Track: ***		
Varsity Head Coach	4,341	4,458
Varsity Assistant Coach	2,792	2,867
Grade 9 Coach	2,108	2,165
Boys Grades 6-8 Combined Head Coach	2,079	2,135
Girls Grades 6-8 Combined Head Coach	2,079	2,135
Grades 6-8 Combined Assistant Coach	1,348	1,384
Trees for Tomorrow, Grades 9-12	1,088	1,117
Video Production Advisor, Grades 9-12	1,986	2,040
VICA Advisor, Grades 9-12	2,639	2,710
Vocationally Certified DECA Advisor, Grades 9-12	4,187	4,300
Vocationally Certified FBLA Advisor, Grades 9-12	2,639	2,710
Volleyball: ****		
Varsity Head Coach	3,071	3,154
Varsity Assistant Coach	2,233	2,193
Grade 9 Coach	1,766	1,814
Grades 7-8 Coach/Intramural	1,735	1,782
Wrestling:		
Varsity Head Coach	3,721	3,821
Varsity Assistant Coach	3,071	3,154
Grades 7-8 Combined Head Coach	1,735	1,782
Grades 7-8 Combined Assistant Coach	1,348	1,384

Schedule 2
Salary Schedule for Additional Compensation – 2007 - 2009

<u>Activity</u>	<u>2007-08</u>	<u>2008-09</u>
Yearbook Advisor, Grades 9-12	3,101	3,185
* Every day, one-half day		
** Includes contests and festivals and performances when assigned to one (1) school. If assigned to more than one (1) school, the teacher shall receive an additional \$414 in 2005-2006 and \$423 in 2006-2007 for each performance.		
*** Outdoor Program Only.		
**** With same season/expectations as in 1985-86 school year.		

^a The Assistant Athletic Director who performs any contest/event management/supervision shall be compensated at the regular supervisory rate of pay.

^b The Athletic Director shall be guaranteed two less teaching assignments daily (two of five) in order to carry out the duties of the position. Any contest/event management/supervision shall be compensated at the regular supervisory rate of pay.

^c Cheerleader Advisors for grades 9-12 shall not be required to attend and/or supervise cheerleading squads at any athletic event as a condition of the position. If their presence is required, they shall be compensated at the established supervisory rate of pay for those events.

APPENDIX 3

SUMMER EMPLOYMENT SALARIES AND WAGES

- A. Teachers shall be compensated at \$31.42 per hour for the 2007-08 school year and \$32.36 per hour for the 2008-09 school year, which includes preparation time for summer school teaching.
- B. The compensation rate for all other unit activities shall be \$23.69 for the 2007-08 school year and \$24.40 for the 2008-09 school year for each hour employed.
- C. If the Fourth of July should fall within the period of summer employment, it shall be a paid holiday.
- D. The salary and/or wages payable under Appendix 3 during the entire period of summer employment shall be those contractually payable hereunder at the commencement of such summer employment.

2007-2008 TRADITIONAL CALENDAR

M	T	W	Th	F	M	T	W	Th	F
<u>August 2007</u>					<u>February 2008</u>				
	28*	29*	(30)	(31)					1
					4	5	6	7	8
<u>September</u>					11	12	13	14	15
3h	4	5	6	7	18	19	20	21	22
10	11	12	13	14	25	26	27	28	29
17	18	19	20	21s					
24	25	26	27	28	<u>March</u>				
					3	4	5	6	7
					10	11	12	13	14i
<u>October</u>					17	18	19	20	[21]x
1	2	3	4	5	24x	25x	26x	27x	28x
8	9	10	11	12	31				
15	16	17	18	19s	<u>April</u>				
22	23	24	25i	26i		1	2	3	4
29	30	31			7	8	9	10	11
<u>November</u>					14	15	16	17	18
			1	2	21	22	23	24	25
5	6	7	8	9	28	29	30		
12	13	14	15	16	<u>May</u>				
19	20	<21>	22h	23x				1	2
26	27	28	29	30	5	6	7	8	9
<u>December</u>					12	13	14	15	16
3	4	5	6	7s	19	20	21	22	23s
10	11	12	13	14	26h	27	28	29	30
17	18	19	20	21	<u>June</u>				
24x	25x	26x	27x	28x	2e	3	4	5#	(6)^e
31x					9*	10*			
<u>January, 2008</u>					HOLIDAYS				
	[1]x	2	3	4	September 3 – Labor Day				
7	8	9	10	11	November 22 – Thanksgiving Day				
14	15	16	17	18	May 26 – Memorial Day				
21	22	23	24	25	1 st Quarter ends November 6 (44 days)				
28	29	30	31		2 nd Quarter ends January 18 (44 days)				

[] P/T Conference Trade-Off Day
 h = Holiday
 x = School Recess
 i = Optional Inservice/Convention
 WEAC Convention October 25 & 26
 NWEA Convention March 14
 () = Workdays
 s = Professional learning
 * = One day assigned as 191st day
 <> = Elementary Workday

1st Quarter ends November 6 (44 days)
 2nd Quarter ends January 18 (44 days)
 3rd Quarter ends March 31 (44 days)
 4th Quarter ends June 6 (48 days)
 180 = Student Days
 191 = Days in School Year (Teachers)
 (3) Inservice/Convention
 (3) Holidays
 (4) Workdays Secondary
 (5) Workdays Elementary

e = Elementary Students Early Release Only; Elementary Teacher Workday in P.M.
 # = Last Student Day for Middle School Students Only
 ^ = Last Student day for High School and Elementary Students after A.M. session

APPENDIX 4A

2007-2008 TRimester CALENDAR

M	T	W	Th	F	M	T	W	Th	F
<u>August 2007</u>					<u>February 2008</u>				
	28*	29*	(30)	(31)					1
					4	5	6	7	8
<u>September</u>					11	12	13	14	15
3h	4	5	6	7	18	19	20	21	22
10	11	12	13	14	25	26	27	28	29
17	18	19	20	21					
24	25	26	27	28	<u>March</u>				
					3	4	5	6	7
					10	11	12	13	14i
<u>October</u>					17	18	19	20	[21]x
1	2	3	4	5	24x	25x	26x	27x	28x
8	9	10	11	12	31				
15	16	17	18	19	<u>April</u>				
22	23	24	25i	26i		1	2	3	4
29	30	31			7	8	9	10	11
<u>November</u>					14	15	16	17	18
			1	2	21	22	23	24	25
5	6	7	8	9	28	29	30		
12	13	14	15	16	<u>May</u>				
19	20	<21>	22h	23x				1	2
26	27	28	29	30	5	6	7	8	9
<u>December</u>					12	13	14	15	16
3	4	5	6	7	19	20	21	22	23s
10	11	12	13	14	26h	27	28	29	30
17	18	19	20	21	<u>June</u>				
24x	25x	26x	27x	28x					
31x					2e	3	4	5#	(6)^e
<u>January, 2008</u>					9*	10*			
	[1]x	2	3	4	HOLIDAYS				
7	8	9	10	11	September 3 – Labor Day				
14	15	16	17	18	November 22 – Thanksgiving Day				
21	22	23	24	25	May 26 – Memorial Day				
28	29	30	31						

[] P/T Conference Trade-Off Day

h = Holiday

x = School Recess

i = Optional Inservice/Convention

WEAC Convention October 25 & 26

NWEA Convention March 14

() = Workdays

s = Professional Learning

* = One day assigned as 191st day

<> = Elementary Workday

1st Trimester ends November 21 (53 days)

2nd Trimester ends February 29 (61 days)

3rd Trimester ends June 6 (62 days)

180 = Student Days

191 = Days in School Year (Teachers)

(3) Inservice/Convention

(3) Holidays

(4) Workdays Secondary

(5) Workdays Elementary

e = Elementary Students Early Release Only; Elementary Teacher Workday in P.M.

= Last Student Day for Middle School Students Only

^ = Last Student day for High School and Elementary Students after A.M. session

APPENDIX 4B

2007-2008 calendar

August 28 and 29	Potential required paid teacher inservice days (1 day assigned as the 191 st day)
August 30 and 31	Teacher Workdays
September 3	Labor Day
September 4	Schools Open
September 21	Professional learning Half-Day for Reflection/Goal Setting (P.M.)
October 10	End of First Grading Period (Middle School/High School Only) (27 days)
October 19	Elementary, Middle and High School Professional learning (A.M.)
October 25 and 26	WEAC Convention (Schools Closed)
November 21	End of First Trimester/Elementary Workday (53 days)
November 22 and 23	Thanksgiving Holiday and Recess
November 30	End of Second Grading Period (Middle and High School Only) (32 days)
December 7	Professional learning Half-Day (P.M.)
December 21	Last Day Before Winter Recess
December 23 – January 1	Winter Recess
January 2	Classes Resume
January 18	End of Third Grading Period for Middle School /High School; (27 days for middle school); (28 days for high school)
February 29	End of Second Trimester/Elementary (61 student days) End of Fourth Grading Period for Middle School/High School (29 days)
March 14	NWEA Convention (Schools Closed)
March 21	Parent-Teacher Conference Trade-Off Day (Schools Closed)
March 24-28	Spring Break
March 31	Classes Resume
April 25	End of Fifth Grading Period (Middle and High School Only) (33 days)
May 23	Professional learning Half-Day (P.M.)
May 28	Memorial Day (Schools Closed)
June 5	Last student day for Middle School Only (28 days)
June 6	Last Student Day for Elementary/High School Students after A.M. Session/Elementary (62 days)/High School (29 days)
June 9 and 10	Potential Required Paid Teacher Inservice Days

2008-09 TRADITIONAL CALENDAR

M	T	W	Th	F	M	T	W	Th	F
<u>August 2008</u>					<u>February 2009</u>				
25*	26*	(27)	(28)	29x	2	3	4	5	6
					9	10	11	12	13
<u>September</u>					16	17	18	19	20
1h	2	3	4	5	23	24	25	26	27
8	9	10	11	12s	<u>March</u>				
15	16	17	18	19	2	3	4	5	6
22	23	24	25	26	9	10	11	12	13i
29	30				16	17	18	19	20
<u>October</u>					23x	24x	25x	26x	27x
		1	2	3	30	31			
6	7	8	9	10	<u>April</u>				
13	14	15	16	17			1	2	3
20	21	22	23	24	6	7	8	9	[10]x
27	28	29	30i	31i	13x	14	15	16	17
<u>November</u>					20	21	22	23	24
3	4	5	6	7	27	28	29	30	
10	11	12	13	14	<u>May</u>				
17	18	19	20	21					1
24	25	26	27h	28x	4	5	6	7	8
<u>December</u>					11	12	13	14	15
1	2	3	4	5s	18	19	20	21	22
8	9	10	11	12	25h	26	27	28	29s
15	16	17	18	19	<u>June</u>				
22	23	24x	25x	26x	1	2e	3	4	5
29x	30x	31x			8#	(9)^e	10	11	
<u>January, 2009</u>					HOLIDAYS				
			1x	[2]x	September 1 – Labor Day				
5	6	7	8	9	November 27 – Thanksgiving Day				
12	13	14	15	16	May 25 – Memorial Day				
19	20	21	22	23	1 st Quarter ends November 4 (44 days)				
26	27	28	29	30	2 nd Quarter ends January 16 (43 days)				

[] P/T Conference Trade-Off Day
 h = Holiday
 x = School Recess
 i = Optional Inservice/Convention
 WEAC Convention October 30 & 31
 NWEA Convention March 13
 () = Workdays
 s = Professional Learning
 * = One day assigned as 191st day
 <> = Elementary Workday

1st Quarter ends November 4 (44 days)
 2nd Quarter ends January 16 (43 days)
 3rd Quarter ends March 31 (46 days)
 4th Quarter ends June 9 (47 days)
 180 = Student Days
 191 = Days in School Year (Teachers)
 (3) Inservice/Convention
 (3) Holidays
 (4) Workdays Secondary
 (5) Workdays Elementary

e = Elementary Students Early Release Only; Elementary Teacher Workday in P.M.
 # = Last Student Day for Middle School Students Only
 ^ = Last Student day for High School and Elementary Students after A.M. session

2008-09 TRIMESTER CALENDAR

M	T	W	Th	F	M	T	W	Th	F
<u>August 2008</u>					<u>February 2009</u>				
25*	26*	(27)	(28)	29x	2	3	4	5	6
<u>September</u>					9	10	11	12	13
1h	2	3	4	5	16	17	18	19	20
8	9	10	11	12s	23	24	25	26	27
15	16	17	18	19	<u>March</u>				
22	23	24	25	26	2	3	4	5	6
29	30				9	10	11	12	13i
<u>October</u>					16	17	18	19	20
		1	2	3	23x	24x	25x	26x	27x
6	7	8	9	10	30	31			
13	14	15	16	17	<u>April</u>				
20	21	22	23	24			1	2	3
27	28	29	30i	31i	6	7	8	9	[10]x
<u>November</u>					13x	14	15	16	17
3	4	5	6	7	20	21	22	23	24
10	11	12	13	14	27	28	29	30	
17	18	19	20	21	<u>May</u>				
24	25	26	27h	28x					1
<u>December</u>					4	5	6	7	8
1	2	3	4	5s	11	12	13	14	15
8	9	10	11	12	18	19	20	21	22
15	16	17	18	19	25h	26	27	28	29s
22	23	24x	25x	26x	<u>June</u>				
29x	30x	31x			1	2e	3	4	5
<u>January, 2009</u>					8#	(9)^e	10	11	
			1x	[2]x	HOLIDAYS				
5	6	7	8	9	September 1 – Labor Day				
12	13	14	15	16	November 27 – Thanksgiving Day				
19	20	21	22	23	May 25 – Memorial Day				
26	27	28	29	30					

[] P/T Conference Trade-Off Day

h = Holiday

x = School Recess

i = Optional Inservice/Convention

WEAC Convention October 30 & 31

NWEA Convention March 13

() = Workdays

s = Professional Learning

* = One day assigned as 191st day

<> = Elementary Workday

1st Trimester ends November 26 (59 days)

2nd Trimester ends February 27 (56 days)

3rd Trimester ends June 9 (63 days)

180 = Student Days

191 = Days in School Year (Teachers)

(3) Inservice/Convention

(3) Holidays

(4) Workdays Secondary

(5) Workdays Elementary

e = Elementary Students Early Release Only; Elementary Teacher Workday in P.M.

= Last Student Day for Middle School Students Only

^ = Last Student day for High School and Elementary Students after A.M. session

2008-2009 calendar

August 25 and 26	Potential required paid teacher inservice days (1 day assigned as the 191 st day)
August 27 and 28	Teacher Workdays
September 1	Labor Day
September 2	Schools Open
September 12	Professional learning Half-Day for Reflection/Goal Setting (P.M.)
October 6	End of First Grading Period (Middle School/High School Only) (25 days)
October 17	Middle and High School Professional Learning (A.M.)
October 30 and 31	WEAC Convention (Schools Closed)
November 26	End of First Trimester/Elementary Workday (59 days) End of Second Grading Period (Middle and High School Only) (34 days)
November 27 and 28	Thanksgiving Holiday and Recess
December 5	Professional Learning Half-Day (P.M.)
December 23	Last Day Before Winter Recess
December 24 – January 2	Winter Recess (January 2 Parent/Teacher Trade-Off Day)
January 5	Classes Resume
January 16	End of Third Grading Period for Middle School /High School; (26 days for middle school); (27 days for high school)
February 25	End of Fourth Grading Period for Middle School/High School (28 days)
February 27	End of Second Trimester/Elementary (56 student days)
March 12	Middle and High School Professional Learning (A.M.)
March 13	NWEA Convention (Schools Closed)
March 23-27	Spring Break
March 30	Classes Resume
April 10	Parent/Teacher Trade-Off Day (Schools Closed)
April 13	Recess (Schools Closed)
April 24	End of Fifth Grading Period (Middle and High School Only) (33 days)
May 25	Memorial Day (Schools Closed)
May 29	Professional Learning Half-Day (P.M.)
June 8	Last student day for Middle School Only (30 days)
June 9	Last Student Day for Elementary/High School Students after A.M. Session/Elementary (63 days)/High School (31 days)
June 10 and 11	Potential Required Paid Teacher Inservice Days

2009-10 trimester CALENDAR

M	T	W	Th	F	M	T	W	Th	F
<u>August 2009</u>					<u>February 2010</u>				
		26*	27*	(28)	1	2	3\$	4	5
(31)					8	9	10	11	12
					15	16	17	18	19
<u>September</u>					22	23	24	25	<26>
	1	2	3	4					
7h	8	9	10	11s					
14	15	16	17	18	<u>March</u>				
21	22	23	24	25	1	2	3\$	4	5
28	29	30\$			8	9	10	11	12i
					15	16	17	18	19
<u>October</u>					22x	23x	24x	25x	26x
			1	2	29	30	31		
5	6	7	8	9	<u>April</u>				
12	13	14	15	16				1	[2]
19	20	21	22	23	5	6	7\$	8	9
26	27	28	29i	30i	12	13	14	15	16
					19	20	21	22	23
<u>November</u>					26	27	28	29	30
2	3	4\$	5	6	<u>May</u>				
9	10	11	12	13	3	4	5\$	6	7
16	17	18	19	20	10	11	12	13	14
23	24	<25>	26h	27x	17	18	19	20	21s
30					24	25	26	27	28
					31h				
<u>December</u>					<u>June</u>				
	1	2	3	4s					
7	8	9	10	11		1	2	3	4e
14	15	16	17	18	7#	(8)^e	9*	10*	
21	22	[23]x	24x	25x					
28x	29x	30x	31x						
<u>January, 2010</u>									
				1x					
4	5	6\$	7	8					
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29					

[] P/T Conference Trade-Off Day
 h = Holiday
 x = School Recess
 i = Optional Inservice/Convention
 WEAC Convention October 29 & 30
 NWEA Convention March 12
 () = Workdays
 s = Professional Learning
 * = One day assigned as 191st day
 <> = Elementary Workday
 \$ = One Hour Late Start
 e = Elementary Students Early Release Only; Elementary Teacher Workday in P.M.
 # = Last Student Day for Middle School Students Only
 ^ = Last Student day for High School and Elementary Students after A.M. session

1st Trimester ends November 25 (58 days)
 2nd Trimester ends February 26 (56 days)
 3rd Trimester ends June 9 (64 days)
 180 = Student Days
 191 = Days in School Year (Teachers)
 (3) Inservice/Convention
 (3) Holidays
 (4) Workdays Secondary
 (5) Workdays Elementary

2009-2010 calendar

August 26 and 27	Potential required paid teacher inservice day/Professional Development (1 day assigned as the 191 st day)
August 28 and 31	Teacher Workdays
September 1	Schools Open
September 7	Labor Day
September 11	Professional Learning Half-Day for Reflection/Goal Setting (P.M.)
October 5	End of First Grading Period (Middle School/High School Only) (24 days)
October 16	Middle and High School Professional Learning (A.M.)
October 29 and 30	WEAC Convention (Schools Closed)
November 25	End of First Trimester/Elementary Workday (58 days) End of Second Grading Period (Middle and High School Only) (34 days)
November 26 and 27	Thanksgiving Holiday and Recess
December 4	Professional Learning Half-Day (P.M.)
December 22	Last Day Before Winter Recess
December 23 – January 2	Winter Recess (December 23 Parent/Teacher Trade-Off Day)
January 15	End of Third Grading Period for Middle School /High School; (26 days for middle school); (27 days for high school)
February 24	End of Fourth Grading Period for Middle School/High School (28 days)
February 26	End of Second Trimester/Elementary Workday (56 student days)
March 11	Middle and High School Professional Learning (A.M.)
March 12	NWEA Convention (Schools Closed)
March 22-26	Spring Break
March 29	Classes Resume
April 2	Parent/Teacher Trade-Off Day (Schools Closed)
April 23	End of Fifth Grading Period (Middle and High School Only) (34 days)
May 21	Professional Learning Half-Day (P.M.)
May 31	Memorial Day (Schools Closed)
June 7	Last student day for Middle School Only (30 days)
June 8	Last Student Day for Elementary/High School Students after A.M. Session/Elementary (64 days)/High School (31 days)
June 9 and 10	Potential Required Paid Teacher Inservice Days

**BOARD OF EDUCATION
GREEN BAY AREA PUBLIC SCHOOL DISTRICT
Green Bay, Wisconsin**

INDIVIDUAL CONTRACT

To: _____

YOU ARE HEREBY OFFERED A POSITION, PROVIDING YOU ARE LEGALLY QUALIFIED IN THE STATE OF WISCONSIN, TO PERFORM TEACHING SERVICES. FOR THE SERVICES RENDERED DURING THE STATED PERIOD OF SERVICE, YOU ARE TO RECEIVE THE ANNUALIZED SALARY AT YOUR GIVEN LEVEL, AS STATED BELOW. THE EFFECTIVE SALARY WILL BE PAYABLE IN TWENTY (20) INSTALLMENTS, PAYABLE ON APPROXIMATELY THE SIXTEENTH AND THE LAST WORKDAY OF SEPTEMBER THROUGH JUNE.

Level: _____

Step: _____

FTE: _____

Salary: _____

Assignment: _____ School(s): _____

Service Dates: _____ through _____ (191 Days)

THIS CONTRACT INCORPORATES, HEREIN BY REFERENCE, TO HAVE THE SAME EFFECT AS IF MADE A PART HEREOF, A CERTAIN COLLECTIVE BARGAINING AGREEMENT ENTERED INTO BY AND BETWEEN THE GREEN BAY EDUCATION ASSOCIATION, AND THE BOARD OF EDUCATION OF THE GREEN BAY AREA PUBLIC SCHOOL DISTRICT, HEREINAFTER DESIGNATED SCHOOL BOARD, EFFECTIVE JULY 1, 2007, AND IS SUBJECT TO ALL TERMS AND CONDITIONS OF SUCH COLLECTIVE BARGAINING AGREEMENT.

THIS CONTRACT IS ALSO SUBJECT TO ALL POLICIES, RULES, OR REGULATIONS OF SAID SCHOOL BOARD NOW EXISTING NOT INCONSISTENT OR IN CONFLICT WITH SAID COLLECTIVE BARGAINING AGREEMENT, AND SAID SCHOOL BOARD AGREES TO FURNISH SAID TEACHER WITH A WRITTEN COPY OF SUCH POLICIES, RULES AND REGULATIONS IN EFFECT AS OF THE SIGNING HEREOF.

THE PARTIES UNDERSTAND AND AGREE THAT THIS IS A SOLEMN, BINDING CONTRACT NOT TO BE BREACHED BY EITHER PARTY WITHOUT GOOD AND SUFFICIENT GROUNDS. THE CONTRACT MAY BE TERMINATED BEFORE THE END OF THE TERM BY MUTUAL AGREEMENT OF BOTH PARTIES. TEACHERS WHO RESIGN FROM THEIR INDIVIDUAL CONTRACT FOR OTHER THAN HEALTH OR RETIREMENT PURPOSES SHALL FORFEIT AN AMOUNT EQUAL TO TWO PERCENT (2%) OF THE SALARY SCHEDULE BASE FOR TEACHERS IF THE RESIGNATION IS RECEIVED BETWEEN JULY 1 AND OCTOBER 1. RELEASE FROM AN INDIVIDUAL CONTRACT AFTER OCTOBER 1 SHALL BE AT THE DISCRETION OF THE EMPLOYER.

THE OFFER CONTAINED HEREIN WILL BE VOID UNLESS THE SIGNED COPY OF ACCEPTANCE IS RECEIVED IN THE OFFICE OF THE SUPERINTENDENT OF SCHOOLS ON OR BEFORE _____.

Date: _____

By: _____
Superintendent of Schools AND LEARNING

ACCEPTANCE

I HEREBY ACCEPT THE OFFER AS STATED IN THIS CONTRACT AND AGREE TO ABIDE BY ITS PROVISIONS, AND I ATTEST THAT I AM NOT UNDER CONTRACT TO ANY OTHER SCHOOL DISTRICT.

Signed: _____

Date: _____

**BOARD OF EDUCATION
GREEN BAY AREA PUBLIC SCHOOL DISTRICT
Green Bay, Wisconsin**

CONDITIONAL CONTRACT

On the ___ day of _____, the Board of Education for Green Bay Area Public Schools, hereinafter designated School Board, of the City of Green Bay, State of Wisconsin, by resolution, hereby contracts with _____, Social Security Number _____, _____ FTE conditional teacher, hereinafter designated Teacher, a professionally trained educator legally qualified in the State of Wisconsin, to perform services as a(n) _____(teacher) in the _____ position, insofar as practicable.

The terms of said contract will commence approximately on ___ day of _____, and shall continue through _____.

For such services rendered, the said School Board is to pay to said Teacher under the following plan, to wit: _____ together with benefits as set forth in the agreement between the Board of Education and the Green Bay Education Association. During this conditional contract, Seniority status shall not accrue.

It is further agreed, that this contract incorporates herein by reference, to have the same effect as if made a part hereof, a certain collective bargaining agreement entered into by and between the Green Bay Education Association, and said School Board, effective July 1, 2007, and is subject to all terms and conditions of such collective bargaining agreement, and is subject to all policies, rules, or regulations of said School Board now existing not inconsistent or in conflict with said collective bargaining agreement, and said School Board agrees to furnish said teacher with a written copy of such policies, rules and regulations, in effect as of the signing hereof.

The parties understand and agree that this is a solemn, binding contract not to be breached by either party without good and sufficient grounds. The contract may be terminated before the end of the term by the mutual agreement of both parties. Teachers who resign from their individual contract for other than health or retirement purposes shall forfeit an amount equal to two percent (2%) of the teachers' salary schedule base if the resignation is received between July 1 and October 1. Release from an individual contract after October 1 shall be at the discretion of the employer.

This contract is not valid unless returned on or before _____.

Dated _____

By _____
Superintendent of Schools and Learning

TEACHER ACCEPTANCE

I hereby accept the offer as stated in this contract and agree to abide by its provisions, and I attest that I am not under contract to any other

Signed _____

Date _____

school district.

APPENDIX 6

**GREEN BAY AREA PUBLIC SCHOOL DISTRICT
APPLICATION FOR TRANSFER**

(Fill out a form for every posted position you are requesting.)

Name:		Your ID Number:	
Seniority Date:		Posting Date:	
Your Certifications:		Home Phone No.	
This year's teaching assignment:	School(s)	Grade(s) or Subject Area(s)	
Next year's teaching assignment:	School(s)	Grade(s) or Subject Area(s)	
I hereby request a transfer to the following position:	Position Number	Title of Position	
Please check one of the Following:	<input type="checkbox"/> I am not applying for any other position from this posting.		
	<input type="checkbox"/> I am also applying for each of the following position(s) from this posting. I am making a separate application for each.		
	Pos.#		Pos.#
		Pos.#	
			Pos.#
<p><i>I understand that if I am granted the above-mentioned posted position, I must confirm or reject the offer immediately upon notification. If I am the most senior qualified candidate on multiple postings, I shall be given the opportunity to select the position of my choice. For the procedure to follow during the summer months, please see Article IX-C-4-b.</i></p> <p><i>I attest that I have the certification required to fill this position or that I shall have the necessary certification by the time I fill said position. In addition, I have not been granted two requests for transfer for next year.</i></p>			
Signature	Checking here will be considered your signature <input type="checkbox"/>		Date

As noted on the posting, attach this application for transfer to an email and send to HR_Posting@greenbay.k12.wi.us before the expiration date of the posting. It is the applicant's responsibility to read the course descriptions, indicate all positions desired, and assure the application reaches the Human Resources Office.

For Human Resources' Use Only			
Date Received:		Date contacted about positions:	
Outcome:	<input type="checkbox"/> Position Granted and Accepted by Applicant <input type="checkbox"/> Position Granted and Rejected by Applicant <input type="checkbox"/> Position was not Granted to Applicant (comments listed below, if necessary)		

2007-09 COLLECTIVE BARGAINING AGREEMENT INDEX

PAGE

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DZ:tn – 5/26/05

**GREEN BAY AREA PUBLIC SCHOOL DISTRICT
SUMMER SCHOOL APPLICATION**

Name		ID Number	
Home Address		Phone Number	
		Home School	
Seniority Date		Have you previously taught summer school? <input type="checkbox"/> yes <input type="checkbox"/> no	
<u>Elementary Only:</u>	1. Trained in Voyager? <input type="checkbox"/> yes <input type="checkbox"/> no		
	2. Willing to take combination classes? <input type="checkbox"/> yes <input type="checkbox"/> no		
Certification (List all that apply to positions requested)			
Number (s)		Subject (s)	
<i>I am applying for the following summer school position (s) from the posting. My preferences for teaching assignment, time and location as indicated in the posting are listed below in priority order. I attest that I have the certification required to fill this (these) position (s).</i>			
Position Number	Course Title	Date	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
Signature of Applicant:	Checking here will be considered your signature <input type="checkbox"/>	Date:	

As noted on the posting, attach this application for summer school to an email and send to HR_Posting@greenbay.k12.wi.us before the expiration date of the posting. It is the applicant's responsibility to read the course descriptions, indicate all positions desired, and assure the application reaches the Human Resources Office.

For Human Resources' Use Only			
Date Received:		Date contacted about positions:	
Outcome:	<input type="checkbox"/> No position <input type="checkbox"/> Position Granted (noted next to request above)		

DZ:tn – 4/15/05

**GREEN BAY AREA PUBLIC SCHOOL DISTRICT
GREEN BAY, WISCONSIN**

SUMMER REASSIGNMENT REQUEST FORM

(Return to principal/supervisor before the last day of school)

The collective bargaining agreement calls for teachers who are interested in being considered for reassignment for the next school year to submit their prioritized request(s) to the building principal or supervisor prior to the end of the school year. Therefore, as vacancies occur during the summer, the principal or supervisor will know who to contract to fill the vacancies.

A "reassignment" is defined as a change of assignment for regular education teachers within a building. For special area and special education teachers, a reassignment is defined as a change of assignment within their current area (i.e., change of school site or grade level). Reassignment occurs before a position is posted as being vacant.

Please complete the following information, sign and date this form and return it to the building principal or supervisor prior to the end of the school year. Keep the second copy for your records.

(Check one of the following)

_____ I am not interested in being considered for reassignment and do not wish to change positions for next year.

_____ I am interested in being considered for reassignment and would like to be considered for the following positions if a vacancy occurs. My preferences are listed in priority order.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

I can be reached during the summer at the following phone number(s): _____

Signed

Date

(Return top copy to principal/supervisor before the last day of school. Keep the second copy for your records.)

MEMORANDUM AGREEMENT

The Green Bay Education Association (hereinafter the Association), the exclusive collective bargaining agent for teachers in the Green Bay Area Public Schools, (hereinafter the District) and the District hereby agree to the following provisions aimed at alleviating the continual problems of staffing the exceptional educational needs-emotionally disturbed (EEN-ED) classrooms and the English as a Second Language (ESL) classrooms,

Now, therefore, the District shall:

1. agree that teachers hired as emergency licensed EEN-ED teachers prior to June 1, 1988, and that teachers hired as emergency licensed ESL teacher prior to November 1, 1989, shall be eligible to transfer or be reassigned to teaching assignments for which they are certificated for the 1990-91 school year provided that they have more seniority than other applicants;
2. utilize the Memorandum Agreement dated June 1, 1988, as the basis for employing emergency licensed EEN-ED teachers employed for the 1988-89 and 1989-90 school years; however, that the provisions listed in the last paragraph of this Memorandum shall also apply to all emergency licensed EEN-ED or emergency licensed ESL teachers once they have completed three years of teaching in the Green Bay Area Public School District;
3. provide, beginning with the 1990-91 school year, a program of pre-service and inservice activities for newly employed emergency licensed EEN-ED and ESL teachers to include:

not less than one and one-half (1 ½) days of orientation preservice activities, immediately prior to the beginning of the initial school year, aimed at acquainting EEN-ED and ESL teachers under emergency license provisions with the various educational strategies and classroom management techniques appropriate for the specialty; and

provide appropriate inservice activities during the course of the school year to enable emergency licensed EEN-ED and ESL teachers to fulfill their 22.5 hours annual inservice requirement; and

arrange a "buddy" system in which each emergency licensed EEN-ED and ESL teacher shall be assigned an experienced, fully certificated ED or ESL teacher to assist the emergency licensed teacher in problem solving, demonstration teaching, lesson plans and IEP development/implementation, and other appropriate concerns of the EEN-ED or ESL program. "Buddy" teachers shall receive compensatory time for the time spent assisting the emergency licensed ED or ESL teachers. The time spent must be pre-authorized in writing by the appropriate administrator; and

4. arrange for appropriate college courses to be taught during the school year in Green Bay outside the workday, in order that the emergency licensed EEN-ED and ESL teacher can obtain the six college credits each year for two years required in order that the emergency license can be renewed. The emergency licensed EEN-ED or ESL teacher shall be responsible to attend and pay tuition for such coursework; and
5. the District shall pay the cost of the renewal of the ED and ESL emergency licenses for the second and third year of teaching.

These procedures shall also apply, in appropriate means, to emergency licensed EEN-ED and ESL teachers employed during the school year.

The Association shall:

1. agree that such emergency licensed EEN-ED and ESL teachers shall be required as a condition of continued employment to maintain eligibility for emergency license renewal for a period of three (3) years from the date of initial employment, unless an EEN-ED or ESL certificated replacement teacher becomes available, at which time the emergency licensed EEN-ED or ESL teacher shall be

given the option to be reassigned or transferred to an open position for which he/she is certificated. If no such position exists, such teachers shall be laid off in conformance with the Staff Reduction provisions of the current teachers collective bargaining agreement; and

2. agree, however, that in the event the emergency licensed EEN-ED or ESL teacher experiences problems in his/her teaching assignment, which result in potentially disabling job-related stress and/or unresolvable classroom management problems, he/she may appeal the three (3) year EEN-ED/ESL assignment commitment. A hearing of the facts shall be held with the appropriate administrative personnel and the Association's executive director, who shall be a non-voting participant. A decision shall be made on reassignment based on the merits of the case. The decision shall not be appealable.

Be it further understood that teachers assigned under the above provisions shall have the opportunity to transfer or be reassigned to a position other than EEN-ED or ESL after the three-year requirement is completed. However, if a teacher continues in the EEN-ED or ESL assignments after the three years, the District shall provide reimbursement based on the tuition cost of obtaining undergraduate credits at UW-Green Bay. For teachers who continue in the EEN-ED or ESL assignment after three years, the District shall reimburse the tuition cost of obtaining six (6) undergraduate credits for the year(s) in which the credits were taken. The reimbursement shall be as provided below:

- Year 4 - Reimbursement for tuition cost of obtaining up to six (6) credits taken in Year 1, 2, 3 or 4.
- Year 5 - Reimbursement for tuition cost of obtaining up to six (6) credits taken in Year 2, 3, 4 or 5.
- Year 6 - Reimbursement for tuition cost of obtaining up to six (6) credits taken in Year 3, 4, 5 or 6.

Reimbursement for the tuition cost of obtaining up to six (6) credits will be made at the end of each contract year beginning with Year 4. Such reimbursement shall not exceed eighteen (18) undergraduate credits over a three- year period. These credits shall be creditable for advancement on the teacher salary schedule.

Dated this 25th day of September, 1989.

GREEN BAY AREA PUBLIC SCHOOLS

GREEN BAY EDUCATION ASSOCIATION

/s/ _____
 David L. Kampschroer
 Executive Director-Employee Relations

/s/ _____
 Richard J. Feldhausen
 Executive Director

9/25/89:trb

MEMORANDUM OF UNDERSTANDING

The following statements provide guidelines for the District directed staff development program.

1. The District will provide adequate staff development offerings in order to allow teachers the opportunity to fulfill their District directed staff development requirements.
2. Said offerings will be made throughout the school year and during the summer.
3. The District will provide a minimum of thirty days written notice, prior to the date of the mandated program, to teachers who are required to attend such program.
4. If the District assigns teachers to a staff development program, the District will credit the number of hours such program to the teacher's staff development account whether the required program is offered or not unless beyond the control of the District.
5. The District will provide alternative means of fulfilling required programs if the teacher is unable to attend because of conflicting District commitments. Other exceptions may be made on an individual basis by the administrator in charge of staff development.
6. Single offerings of required staff development programs will not be scheduled on weekends or breaks in the calendar.

/s/ _____
 John J. Wilson
 For The District

/s/ _____
 Richard J. Feldhausen
 For The ASSOCIATION

 Dated December 1, 1995

FRINGE BENEFIT PROGRAMS SPECIFICATIONS

Details on the fringe benefit programs are on file at the Board of Education and the Green Bay Education Association offices. Complete details of coverage will be furnished to every individual teacher upon request to the Insurance Department (448-2038) who for the purposes of these specifications shall be referred to as a subscriber.