

#810184

**The Agreement**  
**and the**  
**Memorandum of Understanding**  
**Between the**  
**Appleton Area School District**  
**and the**  
**Appleton Education Association**

1,100 teachers

**July 1, 1999**  
**Through**  
**June 30, 2001**

125 pages

6/23/00



# TABLE OF CONTENTS

## PART I – BASIC DECLARATION

A.	Agreement	1
B.	Recognition of Bargaining Agent	1
C.	Board of Education Functions	2
D.	Good Faith Bargaining	2
E.	Standards	2
F.	Association Business	2
G.	Separability Clause	3
H.	Non- Discrimination	3
I.	Successors and Assigns	4
J.	Complete Agreement Clause	4
K.	Term of Agreement	4

## PART II – PROCEDURES

A.	Complaint Procedure	5
1.	Definition	5
2.	Purpose	5
3.	General Procedures	5
4.	Initiating and Processing	6
	Step 1. Initiation	6
	Step 2. Director of Human Resources	6
	Step 3. Board of Education Personnel Committee	7
	Step 4. Arbitration	7
	(1) Choice of the Arbitration Board	7
	(2) Procedures	7
	(a) Guidelines	7
	(b) Disposition	8
B.	Employment Status	8
1.	Definitions	8
a.	Bumping	8
b.	Change in Assignment	8
c.	Department Head	8

d.	Discipline	9
	(1) Reprimand	9
	(2) Suspension	9
	(3) Dismissal	9
e.	Full-Time Employee	9
f.	Involuntary Leave	9
g.	Job Sharing	9
h.	Layoff	9
i.	Non-Renewal	9
j.	Non-Teaching Leadership Position	9
k.	Part Time Employee	10
l.	Regular Employee	10
m.	Replacement Employee	10
n.	Seniority	10
o.	Subcontracting	10
p.	Substitute	10
q.	Total Service	10
r.	Transfer	10
s.	Vacancy	10
t.	Without an Assigned Position Status	11
2.	Procedures	11
a.	Seniority	11
b.	Contracts	13
c.	Job Sharing	15
d.	Discipline and Non-Renewal	16
	(1) Suspension, Dismissal, Non-Renewal	17
	(a) Alleged Misconduct	17
	(b) Alleged Incompetence	17
	(c) Appeal to Board	18
	(2) Arbitration	18
	(3) Notification	18
e.	Disciplinary Records	18
f.	Layoff	18
g.	Vacancies, Transfers and/or Changes in Assignment	22
	(1) Arena Staffings – Regular Professional Educator Vacancies for the Upcoming School Year	22
	(a) Internal Changes in Assignment	22
	(b) Posting of Vacancies	23
	(c) Filling of Vacancies	24
	(2) Vacancies Not Publicized For Arena Staffings	26
	(a) Internal Changes in Assignment	26
	(b) Posting of Vacancies	27
	(c) Filling of Vacancies	29
	(3) Provisions Applicable to Vacancies Covered by (1) or (2)	29
	(4) Posting and Filling of Vacancies in Special Positions	31
	(5) Voluntary Transfers and/or Changes in Assignment	32
	(6) Involuntary Transfers and/or Changes in Assignment Other Than Those Covered in (7)(d) and (7)(e) Below	33

(7)	Assignments	33
(a)	Responsibility for Assignments	33
(b)	Factors To Be Used When Determining Building Assignments	33
(c)	"Without an Assigned Position" Status	34
(d)	Modification or Change in the Grade Structure and/or Individual Classes Assigned to a Position	35
(e)	Modification or Change in Delivery/Philosophy at the Building/District Level	36
(f)	Notification of Assignments	37
(g)	Return From a Special Position	37
(h)	Employment of Non-Bargaining Unit Personnel	39
(i)	Assignment of Bargaining Unit Work	39
C.	Payroll Procedures	39
1.	Dues Check Off	39
2.	Fair Share	39
3.	Mandatory Deductions	41
4.	Voluntary Deductions	41
D.	Cooperative Evaluation Procedure	41
E.	Issues Resolution Council (I.R.C.)	44
F.	Shared Decision-Making	45

### **PART III – TEACHING OBLIGATIONS AND CONDITIONS**

A.	Membership in Private Organizations	47
B.	Physical Exam and X-Ray	47
C.	Hepatitis B Immunization	47
D.	Class Size	47
E.	Safety and Health	48
F.	Emergency Closing of Schools	48
G.	School Day	49
H.	Staff Development	49
I.	Work Day	50
1.	Senior High School	50
2.	Middle School	51
3.	Senior High School and Middle School Supervisory Credit Elimination	54
4.	Elementary School	54
a.	Grades 1-6 and Full Day Kindergarten	54

b.	Early Childhood and Half-Day Kindergarten	55
5.	Team Staffings and I.E.P. Meetings and Section 504 Meetings	55
6.	Traveling Professional Educators	55
7.	Non-Classroom Professional Educators	56
J.	<b>Additional Professional Responsibilities</b>	56
1.	Parent-Professional Educator	57
2.	Elementary Progress Reports	60
3.	Meetings	60
K.	Access to Individual Education Plans	60
L.	Disorderly Student Policy	60
M.	Professional Growth of Professional Educators	60
N.	Reporting Absences	61
O.	School Calendar	61
P.	Release From Contract	61
Q.	Professional Educator Files	61
R.	Utilization of Other Related Personnel	62

#### **PART IV – FRINGE BENEFITS AND WAGES**

A.	Salary Payment Plan	63
B.	Travel Allowance	63
C.	<b>Insurance Benefits</b>	65
1.	Health Insurance	67
2.	Ambulance Coverage	67
3.	Dental Insurance	67
4.	Life Insurance	67
5.	Group Long-Term Disability Insurance	67
6.	Group Long-Term Care Insurance	68
7.	Unemployment Compensation	68
8.	Workers' Compensation and Employer's Liability Insurance	68
9.	Liability Insurance	68
10.	Short Term Disability Insurance	68
D.	<b>Retirement and Social Security</b>	69
1.	Social Security	69
2.	Wisconsin Retirement System	69
3.	Retirement Benefits	69
a.	Insurance	69
b.	Teacher Emeritus Program (TEP)	70

E.	Leaves	74
1.	Sabbatical Leaves	74
a.	Purposes	74
b.	Sabbatical Leave Committee	74
c.	Quota	74
d.	Eligibility	75
e.	Requirements	75
f.	Length of Leave	75
g.	Application Procedure	75
h.	Determinants of Sabbatical Leave	75
i.	Rights and Privileges	76
j.	Accident and Illness or Other Termination of the Sabbatical Leave	76
k.	Obligations and Bonding	76
l.	Compensation	77
m.	Professional Educators on Sabbatical Leave	77
n.	Upon Return From a Sabbatical Leave	77
2.	Sick Leave	77
3.	Emergency and Personal Leave	79
a.	Definitions	79
(1)	Immediate Family	79
(2)	Serious Illness or Injury	79
(3)	Emergency Other Than Illness or Injury	79
(4)	Absence With Pay	79
b.	Procedures	79
c.	Limits	80
(1)	Death	80
(2)	Serious Illness or Injury	80
(3)	Other	80
(4)	Jury Duty/Military Leave	82
(5)	Religious Observances/Holidays	82
(6)	Professional Conferences	83
4.	Leave of Absence Policy	83
a.	Educational	83
b.	Medical	84
c.	Other	85
d.	Return from Leave	85
e.	From a Co-Curricular Position	86
F.	Injury in Line of Duty	86
G.	Salary Schedule	86
2.	Placement and Advancement on the Salary Schedule	86
a.	For Continuing Professional Educators	86
b.	For Newly Hired Professional Educators	87
3.	Co-Curricular Stipends	91

## **PART V – EVAPORATION**

A.	Permissive Subjects of Bargaining	92
----	-----------------------------------	----

## APPENDICES

Appendix A <sup>1A</sup>	1999-2000 Salary Schedule	93
Appendix A <sup>1B</sup>	2000-2001 Salary Schedule	94
Appendix A <sup>2</sup>	Athletic Coaching Stipends	95
Appendix A <sup>3</sup>	Athletic Supervision Stipends	96
Appendix A <sup>4</sup>	Non-Athletic Stipends	97
Appendix B	Exceptions/Variations	101
Appendix C <sup>1</sup>	School Calendar 1999-2000	102
Appendix C <sup>2</sup>	School Calendar 2000-2001	103
Appendix D	Group Long Term Care Plan Minimum Specifications	104

## MEMORANDUM OF UNDERSTANDING

I.	Co-Curricular Stipends	105
A.	Special Olympics	105
B.	Senior High School Athletic Director	105
C.	General	105
D.	Senior High School Drama Stipends	105
II.	Schedule for Arena Staffings	106
III.	Insurance	106
IV.	Teacher Emeritus Program Stipend	106
V.	Placement and Advancement on the Salary Schedule	107
VI.	New Activities	107
VII.	Data Collection – Substitute Situations	107
VIII.	Co-Curriculars	107
IX.	Professional Educator Workload	108
X.	Staff Development/Mentoring	108
XI.	Red Cross Lifesaving Certification	108
XII.	Certification	108
XIII.	2000-2001 Salary Schedule	109
	Application for Monthly Travel Stipend	110
	Mileage Reimbursement Form	111

Mileage Chart	112
Stipend for Traveling Educators with Assigned Supervision	113
Proxy for Arena Staffing	114
Index	115



1 **PART I – BASIC DECLARATION**  
2

3 **A. Agreement**  
4

5 This Agreement is entered into by the Appleton Area School District, hereinafter referred to  
6 as the BOARD, and the Appleton Education Association, hereinafter referred to as the  
7 ASSOCIATION, to encourage and increase effective and harmonious working relationships  
8 between the Board and the Association.  
9

10 The Agreement and the Memorandum of Understanding between the Board and the  
11 Association encompass both the written solutions to past issues and the commitment to  
12 continuous mutual problem solving, through consensus, of issues as they emerge. As a  
13 vehicle to implement this dynamic approach to problem solving, the Issues Resolution  
14 Council will meet to resolve issues of import to either party as they arise.  
15

16 The Issues Resolution Council will normally submit any tentative agreements for ratification  
17 to the full membership of the respective parties on an annual basis in the spring.  
18

19 Other changes to this Agreement will only be proposed by committees representing the  
20 parties. These committees will start meeting prior to March 1 in the year in which the  
21 current Agreement expires. These committees will employ consensus-seeking strategies to  
22 arrive at a tentative agreement on these matters with a goal of having this accomplished in a  
23 period of approximately thirty (30) days.  
24

25 The Board, selected administrators, and selected Association representatives will participate  
26 annually in a Communications Workshop to maintain and strengthen the positive working  
27 relationship already established.  
28

29 **B. Recognition of Bargaining Agent**  
30

31 The Board recognizes the Association as the exclusive bargaining representative on wages,  
32 hours and conditions of employment for all regular and replacement professional educators  
33 who do not have evaluative responsibility over other professional educators.  
34

35 The foregoing is not intended to exclude from the bargaining unit anyone who is eligible to  
36 be in the bargaining unit. In addition, professional educators who temporarily assume  
37 supervisory/managerial duties as a result of shared decision-making and/or who assume  
38 non-teaching leadership assignments shall remain members of the bargaining unit. Changes  
39 in the composition of the bargaining unit shall be made only through mutual agreement of  
40 the parties or through official action of the Wisconsin Employment Relations Commission.  
41 The Board guarantees to the Association and to all those for whom it is the exclusive  
42 bargaining representative all rights due under existing statutes or official regulations of  
43 appropriate federal and state regulatory bodies.

1  
2 **C. Board of Education Functions**  
3

4 The Board on its own behalf hereby retains and reserves unto itself all powers, rights,  
5 authority, duties and responsibilities not specifically denied by the express language of this  
6 Agreement. It is agreed that the Association has the right to grieve the abuse by the Board,  
7 through the Complaint Procedure, of functions set forth above.  
8

9 **D. Good Faith Bargaining**  
10

11 The Board and the Association agree to bargain collectively in Good Faith as provided  
12 under Wisconsin ss 111.70. During the term of this Agreement, the Association will not  
13 authorize, ratify or support any strike, stoppage, slowdown or other interference with work  
14 by any or all of the professional educators represented by the Association. During the term  
15 of this Agreement, the Board will not institute a lockout for any or all of the professional  
16 educators represented by the Association.  
17

18 **E. Standards**  
19

20 Standards are defined as general working conditions and practices which uniformly apply to  
21 all professional educators in the bargaining unit or logical groupings thereof, and which  
22 have been in existence for a prolonged period of time.  
23

24 Except as this Agreement shall otherwise provide, no standard or benefit (including wages  
25 or hours) or condition of employment which is mandatorily bargainable may be unilaterally  
26 changed or diminished during the term of this Agreement.  
27

28 **F. Association Business**  
29

30 The Association will be permitted thirty-five (35) days with pay during each school year  
31 covered by this Agreement for purposes of conducting Association business such as, but not  
32 limited to, negotiating and administering the Agreement. Advance notification shall be  
33 given the Director of Human Resources for Association days to be used for negotiating and  
34 administering the Agreement. Advance written approval of the Director of Human  
35 Resources is necessary for any other use of association days. Such approval shall not be  
36 unreasonably withheld.  
37

38 In addition to the above, the Association President shall have 50% release time with pay to  
39 be used for District collaborative purposes and/or Association business. If he/she is a  
40 secondary classroom teacher, this shall mean being released from two (2) year-long classes  
41 or the equivalent and all homeroom/supervisory duties. He/she shall also be allowed to  
42 attend to Association business during the non-release portion of his/her school day when,  
43 except for emergency situations, he/she has non-pupil contact time.  
44

1 The Association Grievance Chairperson shall be allowed to attend to Association business  
2 during the school day when, except for emergency situations, he/she has non-pupil contact  
3 time.

4  
5 Building representatives of the Association shall be permitted to transact necessary  
6 Association business in their assigned buildings during non-pupil contact time.

7  
8 The Association and its membership have the right to use the district e-mail system for  
9 Association business. The Association is supportive of reasonable district policies on e-  
10 mail.

11  
12 The district shall provide the Association President or his/her designee with the names and  
13 addresses of all new bargaining unit members. This shall be done on a regular periodic  
14 basis.

15  
16 **G. Separability Clause**

17  
18 If any Article of this Agreement should be held invalid by any tribunal of competent  
19 jurisdiction, or if compliance with or form of any Article should be restricted by such  
20 tribunal pending a final determination as to its validity, the remainder of this Agreement  
21 shall not be affected thereby and shall remain in full force and effect for the remainder of its  
22 term.

23  
24 This clause is not, however, intended to apply to WERC rulings on the mandatory or  
25 permissive nature of topics of bargaining.

26  
27 In the event that any Article is held invalid or enforcement of, or compliance with, has been  
28 restrained as above set forth, the parties hereto shall enter into collective bargaining  
29 negotiations, upon receipt of written notice requesting negotiations by either the Board or  
30 the Association, for the purpose of arriving at a mutually satisfactory replacement for such  
31 Article.

32  
33 In the event the parties enter into such negotiations, such negotiations shall be limited solely  
34 to the Article involved and there shall be no interruption of work during the term of this  
35 Agreement. Negotiations held under provisions of this section shall not be subject to the  
36 terms of binding arbitration as outlined in Wisconsin ss 111.70 unless the parties  
37 specifically so agree in writing.

38  
39 **H. Non-Discrimination**

40  
41 The parties agree that in the administration of this Agreement they will follow applicable  
42 state and federal statutes as they relate to non-discrimination including, but not limited to,  
43 race, creed, color, sex, national origin, age, Association affiliation, handicap, marital status,  
44 sexual orientation, ancestry, arrest record, or conviction record in employment activities  
45 except where a bona fide occupational qualification exists.

1 **I. Successors And Assigns**

2  
3 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their  
4 successors and assigns.  
5

6 **J. Complete Agreement Clause**

7  
8 The parties acknowledge that during the negotiations which resulted in this Agreement, each  
9 had the unlimited right and opportunity to make demands and proposals with respect to any  
10 subject or matter not removed by law from the area of collective bargaining, and that the  
11 understandings and agreements arrived at by the parties, after the exercise of that right and  
12 opportunity, are set forth in this Agreement.  
13

14 Nothing in this provision, however, shall prevent modification of this Agreement at any time  
15 by mutual consent of the parties, nor shall it act to abrogate Part I E of this Agreement.  
16

17 **K. Term Of Agreement**

18  
19 This agreement will become effective July 1, 1999, and it shall remain in effect through June  
20 30, 2001.  
21

**PART II – PROCEDURES**

The term “days” when used in this Part, shall mean calendar days, but weekends and legal holidays shall not count as a part of any time limitations, nor shall days when the central office of the School District is closed.

**A. Complaint Procedure**

**1. Definition**

- a. A complaint is defined as any controversy arising over the interpretation or alleged violation of any of the specific terms of this Agreement. Staff and administration are encouraged to discuss any other questions or problems which might arise in an open and meaningful manner.
- b. A complainant may be a professional educator, a group of professional educators or the Association. The complaint must be directly related to the complainant unless it is filed by the Association.

**2. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may from time to time arise from the application or interpretation of the Agreement including disputes regarding wages, hours or conditions of employment.

**3. General Procedures**

- a. Since it is important that complaints 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 of the parties to this Agreement.
- b. At all levels of the complaint procedure, the complainant will be present, whenever reasonably possible, and may have a representative of the Association present to represent him/her. A representative of the Association has a right to be present at any step in the complaint procedure. The complainant will also have the right to other representation of his/her choice.
- c. The complainant may withdraw the complaint at any time and/or at any level of the complaint procedure without prejudice to the rights of others.
- d. Complaints, appeals and answers at Steps 2, 3 and 4 shall be hand delivered or sent by United States Postal Service. The parties shall inform one another of addresses for applicable mailings. The Chairperson of the Association Grievance Committee shall receive copies of all Step 2, 3 and 4 answers/responses.

- 1 e. If the Board or its representative (e.g., administrative, legal, Committee) fails to  
2 respond to the complaint within the time limits set for these steps, the complaint shall  
3 automatically be considered resolved in favor of the complainant. If the complaint is  
4 not processed by the complainant within the time limits at any level of the complaint  
5 procedure, the complaint shall automatically be considered to be dropped without  
6 prejudice to the rights of others.

7  
8 **4. *Initiating and Processing***

9  
10 Either prior to or after proceeding to Step 1, a complainant has the option of submitting  
11 his/her complaint to the subcommittee of the I.R.C. If this option is elected, it must be  
12 done within the applicable timelines contained in the Complaint Procedure. The  
13 subcommittee of the I.R.C. and, if necessary, the full membership of the I.R.C. will  
14 endeavor to come up with an acceptable resolution to the complaint. Once a written  
15 response is received from the I.R.C. or its subcommittee, the complainant shall have  
16 fifteen (15) days to proceed to the next step in the Complaint Procedure if the response  
17 is not acceptable. The complainant's contractual rights shall not be diminished nor  
18 prejudiced if the decision is to proceed rather than accept the response/suggested  
19 resolution.

20  
21 ***Step 1. Initiation***

22  
23 A complainant who has a complaint may, within fifteen (15) days of the occurrence of  
24 the incident, first present the complaint orally to his/her immediate administrative  
25 supervisor. The immediate administrative supervisor shall give an answer within five  
26 (5) days of such oral presentation. If a representative of the Association is not present at  
27 this Step, the Chairperson of the Association Grievance Committee will be informed of  
28 the results of the meeting by the immediate administrative supervisor within five (5)  
29 days of the meeting at Step 1.

30  
31 ***Step 2. Director of Human Resources***

32  
33 If not settled at Step 1, the complaint may move to Step 2. At Step 2, the complaint  
34 shall, within ten (10) days of the immediate administrative supervisor's answer to the  
35 complainant at Step 1, be reduced to writing by the complainant and presented to the  
36 Director of Human Resources. A written complaint shall contain the name of the  
37 complainant(s), a clear and concise statement of the complaint, the issue involved, the  
38 date the incident or alleged violation took place, the section(s) of the Agreement alleged  
39 to have been violated, the signature of the complainant(s), and the date of the written  
40 complaint. A meeting with the Director of Human Resources or his/her designee may  
41 be held prior to the written response, if requested. A written response shall be given by  
42 the Director of Human Resources or his/her designee no later than ten (10) days after  
43 receipt of the appeal or after the meeting, whichever is later.

1            *Step 3 Board of Education Personnel Committee*

2  
3            If not settled at Step 2, the written complaint may, within ten (10) days of receipt by the  
4            complainant of the written response of the Director of Human Resources or his/her  
5            designee, be appealed to the Board's Personnel Committee in writing. The appeal at this  
6            Step shall include a copy of the written complaint and response from Step 2. A meeting  
7            with the Board's Personnel Committee may be held prior to the written response, if  
8            requested. The Board's Personnel Committee shall give a written answer within fifteen  
9            (15) days after receipt of the appeal or after the meeting, whichever is later.

10  
11           *Step 4 Arbitration*

12  
13           If not settled at Step 3, any controversy arising over the interpretation or alleged  
14           violation of any of the specific terms of this Agreement may be submitted by the  
15           Association to binding arbitration. Said requests for arbitration shall be made within  
16           fifteen (15) days following receipt of the written response at Step 3. The following steps  
17           will then be adhered to:

18  
19           a.    *Choice of the Arbitration Board*

20  
21           Within fifteen (15) days of the receipt of the request for arbitration, the Board and  
22           the Association shall each select one (1) member of an arbitration board to be  
23           composed of three (3) members. The two (2) members so selected shall select the  
24           third member. If they cannot agree on the third member, a third member shall be  
25           selected from a panel of five (5) names requested from the Wisconsin Employment  
26           Relations Commission. Each party shall then alternately strike one (1) name from  
27           the panel until one name remains. That individual shall be designated the third  
28           member of the Arbitration Board in this case and shall also serve as chairperson.  
29           The Association shall, in each arbitration case, have the first strike from the panel.

30  
31           b.    *Procedures*

32  
33           (1)    Guidelines

- 34  
35           (a)    The Arbitration Board shall meet with the parties as soon as possible after  
36           its selection.
- 37  
38           (b)    The Chairperson shall determine who shall pay for the arbitration costs,  
39           such costs to be the arbitrator's fee and expenses. The Chairperson will  
40           determine on the basis that the loser pays. In the event of a split decision  
41           by the Chairperson, he/she may apportion his/her fees between the parties.
- 42  
43           (c)    If the arbitration Chairperson requests that the proceedings be transcribed  
44           or if the parties jointly request that the proceedings be transcribed, the cost  
45           of transcription shall be divided equally between the parties to this  
46           Agreement.
- 47

1 (d) The member of the Arbitration Board selected by the Association shall not  
2 be permitted to be called as a witness by the Association. The member of  
3 the Arbitration Board selected by the Board shall not be permitted to be  
4 called as a witness by the Board.

5  
6 (e) Each party shall bear the costs for its witnesses and all other out-of-pocket  
7 expenses, including possible attorney's fees.

8  
9 (2) Disposition

10  
11 (a) The decision of the Arbitration Board shall be final and binding upon the  
12 parties to this Agreement.

13  
14 (b) The Arbitration Board shall not have the authority to change any of the  
15 terms or provisions of this Agreement or to add thereto or subtract  
16 therefrom.

17  
18 (c) A written copy of the findings and decision of the Arbitration Board shall  
19 be submitted to the parties by the Chairperson as soon as practical after the  
20 completion of the hearing.

21  
22 (d) Nothing contained in this subsection, however, shall divest either party of  
23 rights granted by the Constitution of the United States or applicable State  
24 or Federal laws.

25  
26 **B. Employment Status**

27  
28 ***I. Definitions***

29  
30 ***a. Bumping***

31 Bumping is defined as: (1) the partial/full future displacement of the least senior  
32 professional educator from the position in which he/she is currently  
33 teaching/working; and (2) a more senior professional educator exercising his/her  
34 right to avoid partial/full layoff by moving into a position requiring a subject area(s)  
35 of certification that he/she is not actively using.

36  
37 ***b. Change in Assignment***

38 A change in assignment is defined as when a professional educator is assigned,  
39 either fully or partially, to a position involving different work (e.g., grade level,  
40 certification area, etc.) and there is no unfilled individual contract to be offered.

41  
42 ***c. Department Head***

43 A department head has District-wide responsibility for a K-12, K-6 or 7-12 content  
44 area with responsibilities similar to supervisors except as limited by contractual  
45 provisions.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

- d. ***Discipline***  
Discipline may consist of a reprimand, either oral or written, suspension with or without pay, or dismissal.
  - (1) **Reprimand**  
A reprimand is defined as a formal censure or rebuke, either oral or written, to express disapproval of an action or an inaction.
  - (2) **Suspension**  
Suspension is defined as the temporary removal of a professional educator from his/her position for disciplinary reasons.
  - (3) **Dismissal**  
Dismissal is defined as the termination of a professional educator's employment by the Board for disciplinary reasons during the term of his/her individual contract.
- e. ***Full-Time Employee***  
A full-time employee is a professional educator with a workload as defined in Part III G through Part III J. Professional educators with released time shall be considered as full-time employees.
- f. ***Involuntary Leave***  
A professional educator may be placed on an involuntary leave, with pay, for the good of the District during an investigation for alleged wrongdoing.
- g. ***Job Sharing***  
A 1.0 Grade 1 – Grade 6 position which is staffed by two (2) half-time professional educators working on a cooperative basis.
- h. ***Layoff***  
Layoff is defined as a reduction in the number of regular/replacement full-time or regular/replacement part-time professional educators and/or a reduction in the number of hours of work of a regular/replacement professional educator (for other than disciplinary reasons).
- i. ***Non-Renewal***  
Non-renewal is defined as the termination of employment effective upon expiration of the individual contract under which the professional educator is currently employed.
- j. ***Non-Teaching Leadership Position***  
Non-teaching leadership positions are positions which have been approved by the Board and which involve the assumption of some supervisory/managerial/District-wide duties on a temporary basis. The assignment to such a position may be unilaterally terminated by the administration.

- 1 k. **Part Time Employee**  
2 A part-time employee is a professional educator with a workload less than the  
3 equivalent workload of a full-time employee as defined in Part III G through Part  
4 III J.  
5
- 6 l. **Regular Employee**  
7 A regular employee is a professional educator hired under a normal contract with no  
8 time waiver involved.  
9
- 10 m. **Replacement Employee**  
11 A replacement employee is a professional educator hired to replace a regular  
12 employee who is on a paid or unpaid leave and who is hired under a normal  
13 contract with a time waiver.  
14
- 15 n. **Seniority**  
16 Seniority is defined as the number of years of uninterrupted service worked as a  
17 certified professional staff member in the District multiplied by the percent of  
18 individual contract time.  
19
- 20 o. **Subcontracting**  
21 The assignment of bargaining unit work to employees of the District who are not in  
22 the bargaining unit, to the employees of any other employer, or to any other  
23 individuals.  
24
- 25 p. **Substitute**  
26 A substitute is an employee hired on a limited basis to replace a regular or  
27 replacement employee while that professional educator is absent due to a short-term  
28 illness, emergency/personal reasons, school business, or similar situations. Limited  
29 basis is defined as less than seventy (70) contract days during which the absent  
30 professional educator was scheduled to work.  
31
- 32 q. **Total Service**  
33 Total service is defined as the number of years of uninterrupted service worked as a  
34 certified professional staff member in the District without regard to the percent of  
35 individual contract time worked in any given year.  
36
- 37 r. **Transfer**  
38 A transfer is defined as when a professional educator is moved, fully or partially,  
39 from assignment in one building to assignment in another building and there is no  
40 unfilled individual contract to be offered.  
41
- 42 s. **Vacancy**  
43 A vacancy is defined as when the Board proposes to fill:  
44  
45 (1) A position for a professional educator where there is an unfilled individual  
46 contract to be offered;  
47

1 (2) A co-curricular position where there is an unfilled supplemental individual  
2 contract to be offered;

3  
4 (3) A position for a professional educator who has "without an assigned position"  
5 status.

6  
7 t. *Without an Assigned Position Status*

8 A professional educator having no tentative/definite assignment for part or all of  
9 his/her individual contract shall be considered as having "without an assigned  
10 position" status.

11  
12 2. *Procedures*

13  
14 a. *Seniority*

15 For purposes of this Agreement, "Seniority" shall be as defined in "n" above with the  
16 following conditions:

17  
18 (1) FOR THOSE HIRED PRIOR TO THE START OF THE 1994-95 SCHOOL  
19 YEAR: Seniority shall begin on the first day the professional educator was on the  
20 job in a regular or replacement position or the date his/her initial Board-approved  
21 individual contract commenced, whichever is later.

22  
23 FOR THOSE HIRED ON OR AFTER THE START OF THE 1994-95 SCHOOL  
24 YEAR AND BEFORE THE START OF THE 1999-00 SCHOOL YEAR:  
25 Seniority shall begin on the first day the professional educator was on the job in a  
26 regular or replacement position or the day after the posting for that position  
27 closed, whichever is later.

28  
29 FOR THOSE HIRED ON OR AFTER THE START OF THE 1999-00 SCHOOL  
30 YEAR: Seniority shall begin on the first day the professional educator was on the  
31 job in a regular or replacement position.

32  
33 (2) When two (2) or more professional educators have the same seniority, the  
34 following procedure shall be used to determine who shall be considered more  
35 senior:

36  
37 (a) The professional educator having the earlier date of hire shall be considered  
38 more senior.

39  
40 [1] For professional educators whose seniority started prior to the 1980-81  
41 school year, date of hire shall be the date the professional educator signed  
42 his/her original Board contract.

43  
44 [2] For professional educators whose seniority started in the 1980-81 school  
45 year, date of hire shall be the date the professional educator's original  
46 signed contract was received in the central administrative office.

47

1 [3] For professional educators whose seniority started in the 1981-82 through  
2 1993-94 school years, date of hire shall be the first day the professional  
3 educator was on the job in a regular or replacement position or the date  
4 his/her initial Board-approved individual contract commenced, whichever  
5 is later.

6  
7 [4] For professional educators whose seniority started in the 1994-95 through  
8 1998-99 school years, date of hire shall be the first day the professional  
9 educator was on the job in a regular or replacement position or the day  
10 after the posting for that position closed, whichever is later.

11  
12 [5] For professional educators whose seniority started in the 1999-00 school  
13 year or later, date of hire shall be the first day the professional educator  
14 was on the job in a regular or replacement position.

15  
16 (b) If two (2) or more professional educators are tied in seniority after applying  
17 (a), then their full-time equivalent placements on the salary schedule  
18 (Appendix A) shall be compared. The individual whose placement results in a  
19 higher dollar value shall be considered the more senior. For the purposes of  
20 this comparison, the individuals shall each be treated as if they were employed  
21 on a full-time, 185-day basis.

22  
23 (c) If two (2) or more professional educators are still tied in seniority after  
24 applying (b), then District-issued W-2 (Wage and Tax Statement) forms from  
25 the previous calendar year which may include non-bargaining unit wages shall  
26 be reviewed. The professional educator having the highest total wages  
27 (including TSA's) shall be considered more senior.

28  
29 (d) If two (2) or more professional educators are still tied in seniority after  
30 applying (c), then those in question shall draw straws to determine who shall  
31 be considered to be more senior.

32  
33 (3) Professional educators on paid leave, including workers' compensation situations  
34 for which they are receiving full salary or the equivalent, shall continue to accrue  
35 seniority and their service shall not be considered as being interrupted. (Note: A  
36 professional educator on sabbatical leave shall accrue seniority at the same rate  
37 he/she accrued it in the immediately preceding school year.)

38  
39 (4) While professional educators are on Board-approved unpaid leave of seventy (70)  
40 or more consecutive contract days within a school year, receiving LTD or on  
41 layoff status, they will neither lose nor accrue seniority, but their service will not  
42 be considered as being interrupted.

43  
44 (5) Professional educators on short-term (less than 70 consecutive contract days  
45 within a school year) unpaid leaves shall continue to accrue seniority and their  
46 service shall not be considered as being interrupted.

1  
2 (6) For seniority purposes, a "year of service" is defined as working full time for the  
3 normal 185-day school year. For seniority purposes, work done during the  
4 regular school year due to a "super posting" shall be included in seniority.  
5 However, in no case shall more than 185 days of seniority be granted in any one  
6 school year. Co-curriculars and work outside of the normal 185 days shall not be  
7 counted for seniority purposes.  
8

9 (7) If a certified professional staff member in the District enters/re-enters the  
10 bargaining unit on or after August 1, 1991, then his/her seniority as defined in  
11 Part II B 1 n above shall only be applicable for health insurance at retirement,  
12 Teacher Emeritus Program, layoff and recall purposes. For all other purposes  
13 (vacancies, transfers, changes in assignment, etc.) only seniority earned while in  
14 the bargaining unit, including any previous bargaining unit seniority accrued prior  
15 to taking a non-bargaining unit certified professional staff position in the District,  
16 shall apply.  
17

18 Seniority lists will be sent to the Association President prior to February 1 of each  
19 year.  
20

21 Loss of Seniority: Seniority and the employment relationship shall be broken if a  
22 professional educator:  
23

24 (1) Quits;

25  
26 (2) Is discharged for good cause;

27  
28 (3) Is absent from work for three (3) or more consecutive working days without  
29 notification, unless unable to notify for reasons of physical or mental  
30 incapacity or another reasonable excuse;

31  
32 (4) Is on layoff status for a consecutive period of time exceeding two (2) years  
33 and three (3) months;

34  
35 (5) Retires;

36  
37 (6) Is receiving long-term disability insurance for a consecutive period of time  
38 exceeding two (2) years and three (3) months.  
39

40 b. **Contracts**

41 The Board will not enter into individual contracts with any professional educator(s)  
42 covered by this Agreement contrary to the provisions of this Agreement.  
43

44 Individual contracts for all professional educators shall be on a standard form which  
45 shall follow applicable state and federal statutes and which shall not abrogate any of the  
46 terms and/or conditions of this Agreement.  
47

1 If vacancies due to resignation, new position, etc. are filled on or before the last seventy  
2 (70) contract days of the school year, individual contracts shall be issued to the new  
3 employees. This provision applies regardless of the contract days on which a new  
4 employee is scheduled to work.  
5

6 When a professional educator is on a paid or unpaid absence/leave and this situation is  
7 to continue for a minimum of seventy (70) contract days during which the absent  
8 professional educator was scheduled to work, then an individual contract shall be issued  
9 to his/her replacement. Should such a position be filled by virtue of this language, the  
10 replacement employee's contract, seniority and salary shall be retroactive to his/her first  
11 day in the assignment. However, other benefits shall be effective on the first day that  
12 the District and/or Association recognize that the position fits the above definition and  
13 has identified the person who will fill the contract.  
14

15 Professional educators who are part-time shall sign individual contracts with specifics of  
16 deviation from full-time indicated. Replacement employees shall sign individual  
17 contracts with a time waiver indicating the term of the employment. Notification of any  
18 such time waivers and deviations from full-time shall be given to the Association within  
19 ten (10) days of Board action. Such professional educators are members of the  
20 bargaining unit and shall be subject to all the terms and conditions and receive all the  
21 rights and benefits of this Agreement except in situations specifically covered by the last  
22 paragraph in this sub-section.  
23

24 A professional educator may request to have his/her contract reduced. If the reduction is  
25 approved, future individual contracts shall be issued at the reduced level, subject to the  
26 provisions of the fifth paragraph in this sub-section. Such professional educator may  
27 also apply for future vacancies to increase his/her individual contract from the reduced  
28 level. However, professional educators on the recall list would have first priority for  
29 these vacancies.  
30

31 A professional educator who becomes a member of the bargaining unit for the first time  
32 by virtue of either being hired for a position, posted after July 15 (for the upcoming  
33 school year) or after April 15 (for the current school year), which is less than fifty  
34 percent (50%) or being hired as a substitute and then becoming a replacement employee  
35 in the same position because the regular employee, while absent, unexpectedly applied  
36 for and was granted a leave by the Board shall be subject to all the terms and conditions  
37 and receive all the rights and benefits, including WRS contributions if he/she has a 33-  
38 1/3% or better individual contract, of this Agreement. However, such professional  
39 educator shall have no contractual rights to a renewal of his/her individual contract,  
40 regardless of whether or not it was later increased to fifty percent (50%) or more during  
41 this first (school) year, provided that he/she has been observed on a periodic basis and  
42 evaluated (see Part II D) and he/she has been given written notice by the end of February  
43 that his/her individual contract will not be renewed. (NOTE: For those hired between  
44 February 1 – April 15, inclusive, written notice of not renewing the individual contract  
45 shall be given at the time of employment and evaluations shall be completed at least two  
46 (2) weeks prior to the expiration of each person's individual contract.) If such

1 professional educator is re-hired within two years and three (3) months of his/her last  
2 day of work, he/she shall have his/her seniority and all other rights and benefits  
3 reinstated and shall be treated as a regular employee.  
4

5 c. *Job Sharing*

6 Professional educators interested in changing to a shared assignment for the ensuing  
7 school year shall initiate the process by completing a job-sharing request form and  
8 submitting it to the appropriate building principal with a copy to the Director of Human  
9 Resources no later than April 1. The two administrators shall review the request and, if  
10 satisfactory, the Director of Human Resources shall recommend that the Board of  
11 Education approve it. If the request is approved, it is understood that such approval does  
12 not set any job-sharing precedent for either of the parties to the Agreement.  
13

14 A request for job-sharing is one form of request for a voluntary reduction in contract  
15 and, once approved and implemented, all provisions in the Agreement will be applied to  
16 those job-sharing the same as they are to other half-time professional educators except  
17 as follows:  
18

- 19 (1) Should either or both professional educators wish to discontinue the sharing  
20 arrangement, this can only be done when a vacancy occurs for which the  
21 professional educator(s) wishing to discontinue the arrangement can qualify and  
22 there is no one on the recall list who qualifies. In such situations, the senior  
23 professional educator has the option of remaining or moving to a vacant position.  
24 The normal rules for filling a vacant position apply.  
25
- 26 (2) Should one of the professional educators resign, be laid-off or otherwise  
27 terminate his/her employment, the other professional educator shall be given the  
28 first option of having a full-time contract and the full-time position without  
29 posting. If he/she elects this option, then he/she has up to 45 contract days in the  
30 current school year to make the transition to full-time. If the professional  
31 educator does not elect this option, and it is the last quarter of the school year,  
32 then the vacancy shall be filled by a substitute. If it is not the last quarter of the  
33 school year, then it shall be filled via a regular posting. If either of the latter two  
34 situations occur, then at the end of the school year, the original job-sharing  
35 professional educator must find a new official partner, return to full-time, or  
36 resign.  
37
- 38 (3) During the first three years, the job-sharing arrangement shall be cooperatively  
39 evaluated by the professional educators and the building principal to determine if  
40 it should be continued for the succeeding year. A decision to discontinue it shall  
41 not be arbitrary and/or capricious, and shall be made by February 15<sup>th</sup>. If the  
42 decision is to discontinue the job-sharing arrangement, it shall be treated as a  
43 "without an assigned position" situation and the senior professional educator has  
44 the option of remaining in or leaving the position.  
45
- 46 (4) The professional educators in a job-sharing arrangement, including those in a  
47 recognized split position, are expected to substitute for one another, whenever

1 feasible. However, long-term substituting is recognized as not fitting the intent of  
2 the job-sharing arrangement that has been implemented. Thus, while the  
3 remaining professional educator will be given the first opportunity to do long-  
4 term substituting for the other, it is not considered to be an expectation.

5  
6 Payment for substitute work within the job-sharing arrangement will be at the  
7 base pay (Step 1) for the BS or BS+40/MS lane, whichever reflects the education  
8 of the professional educator who is performing the substitute work.

- 9  
10 (5) Both professional educators shall be responsible for attending the parent-teacher  
11 conferences referenced in Part III J of this Agreement. With respect to the  
12 compensatory time which is provided for night conferences, the professional  
13 educators shall decide how this time is to be apportioned. If there is no mutual  
14 agreement, then schedules shall be rearranged so that the time may be split.  
15  
16 (6) Professional educators in a job-sharing arrangement have the same rights as full-  
17 time professional educators with regard to exercising professional judgment in  
18 attending faculty meetings. However, although one would be responsible for  
19 finding out what transpired, attendance at meetings which are held at a time not  
20 contiguous to one's work schedule is purely voluntary.  
21  
22 (7) The portion of the three (3) teacher orientation days at the start of the school year  
23 that fall outside the contractual obligation of a professional educator who is fifty  
24 percent (50%) do not have to be attended. A professional educator may do so  
25 voluntarily. Compensatory time for attendance may also be approved at the  
26 discretion of the administration.  
27  
28 (8) On days with staff development time, the professional educators shall adjust their  
29 daily schedules, if necessary, so that each can fulfill his/her contractual obligation  
30 for the year with a balance of time with students and staff development activities.  
31 Anything beyond one's contractual obligation (0.5) shall be voluntary and  
32 compensatory time for attendance shall be approved.  
33  
34 (9) Individuals involved in scheduling elementary specialists shall attempt to equally  
35 divide the total specialist time allocated between the two (2) professional  
36 educators.

37  
38 **d. *Discipline and Non-Renewal***

39  
40 The normal progression of disciplinary action shall be:

- 41  
42 (1) Oral reprimand including a formal report form;  
43  
44 (2) Formal written reprimand;  
45  
46 (3) Suspension;  
47

1 (4) Dismissal.  
2

3 The normal progression need not be followed if an offense calls for more stringent  
4 action.  
5

6 Formal oral reprimand, formal written reprimand, suspension, or dismissal of a  
7 professional educator shall be for good cause only.  
8

9 Non-renewal of a professional educator who has taught in the District less than three (3)  
10 school years shall not be arbitrary or capricious. Good cause shall be the standard for  
11 non-renewal after a professional educator has been employed in the District for three (3)  
12 or more school years. Non-renewals shall be carried out in accordance with Wisconsin  
13 ss 118.22 and the provisions of this Agreement. Notice to any professional educator of  
14 proposed non-renewal shall include reference to the professional educator's rights under  
15 this Agreement and Wisconsin ss 118.22.  
16

17 A professional educator shall be informed of the right of representation in any  
18 disciplinary or non-renewal action.  
19

20 Any and all written records on which the Board bases formal written discipline,  
21 dismissal or non-renewal shall be made available to the professional educator involved  
22 sufficiently in advance of the hearing provided for in Part II B 2 d (1) (c) to enable the  
23 professional educator to prepare therefrom.  
24

25 (1) Suspension, Dismissal, Non-Renewal  
26

27 (a) Alleged Misconduct

28 Before any professional educator can be suspended or dismissed for alleged  
29 misconduct, he/she shall be notified in writing of such proposed action stating the  
30 reasons therefore. Both parties recognize that such advance notice may not be  
31 practical where the alleged infraction is of a serious nature warranting  
32 immediate removal of the professional educator from the classroom, in which  
33 event, the written notice shall immediately follow the action taken.  
34

35 (b) Alleged Incompetence

36 Before a professional educator is non-renewed for alleged incompetence, he/she  
37 shall be given a preliminary written notice of such proposed action and a  
38 statement of the reasons therefore. Prior to receiving such notice, he/she shall  
39 have been given a written evaluation on the same form as is used for  
40 professional educators with three (3) or less years of service. The evaluation  
41 shall clearly indicate any alleged deficiencies in his/her performance, the  
42 expected corrections necessary to bring his/her performance to a satisfactory  
43 level, and a stated period of time for correction which shall not be unreasonable.

1 (c) *Appeal to Board*

2 Any professional educator who receives a written notice of proposed  
3 suspension, dismissal or non-renewal shall, upon written request, be accorded a  
4 private hearing before the Board within fifteen (15) days after such request.  
5 The request must be made within five (5) days of receipt of the written notice by  
6 the professional educator. At such hearing, he/she may be represented by the  
7 Association and/or by counsel of his/her own choice. The proceedings will be  
8 transcribed at the request of either party and the cost borne equally. The Board  
9 shall make its decision within five (5) days of the hearing or within five (5) days  
10 of the receipt of the transcript, if any.

11  
12 Any waiver of Wisconsin ss 118.22 timelines in connection herewith shall be  
13 expressed in writing.

14  
15 (2) Arbitration

16  
17 Oral reprimands shall not be subject to arbitration.

18  
19 (3) Notification

20  
21 The Association President shall be given written notice of any formal written  
22 reprimand, any proposed or actual suspension, dismissal or non-renewal.

23  
24 e. *Disciplinary Records:*

25 Upon the written request of a professional educator, the following materials shall be  
26 removed from his/her personnel file:

27  
28 (1) Formal report form and any supporting documents for an oral reprimand if there  
29 has been no other record of infractions either within the subsequent six (6) months  
30 or within the six (6) months preceding the written request;

31  
32 (2) A letter/memorandum expressing disapproval of an action or an inaction if there  
33 has been no other record of such either within the subsequent six (6) months or  
34 within the six (6) months preceding the written request;

35  
36 (3) Formal written reprimand and any supporting documents if there has been no  
37 other record of infractions either within the subsequent year or within the year  
38 preceding the written request;

39  
40 (4) Written report of suspension will, upon termination of employment, be removed  
41 from the professional educator's personnel file.

42  
43 f. *Layoff*

44 Layoff may result in a temporary or permanent separation from employment under  
45 conditions that provide for recall on a basis outlined in this Agreement. A layoff is  
46 effective after the expiration of the individual contract under which a  
47 regular/replacement professional educator is currently employed. When the Board

1 determines it is necessary to lay off professional educators for the ensuing school year,  
2 the following layoff procedures shall be used.

- 3  
4 (1) Voluntary layoff will take precedence over involuntary layoff.  
5  
6 (2) Current certification and seniority shall be the prime considerations in layoffs.  
7 The Board shall also consider the qualifications of professional educators in  
8 relation to training, education, performance and professional competence. Where  
9 qualifications other than current certification and seniority take precedence, it  
10 shall be for good cause, and the senior professional educator(s) directly affected  
11 and the Association shall be informed of such reasons in writing. When selecting  
12 elementary professional educators for layoff, kindergarten, primary and  
13 intermediate are to be treated as a single certification area.  
14  
15 (3) Whenever the Board determines it is necessary to lay off as indicated in Part II B  
16 2 f of this Agreement, the professional educator scheduled for layoff will have  
17 the right to "bump" the least senior professional educator in another subject  
18 area(s) of certification if the "bumping" professional educator has current  
19 certification in the subject area(s) the professional educator being "bumped" is  
20 currently teaching/working and if the "bumping" professional educator has  
21 experience in the subject area(s) in which the "bumped" professional educator is  
22 currently teaching/working. However, if a professional educator scheduled for  
23 layoff has "bumped" another professional educator and the Board, prior to the  
24 end of the current school calendar, authorizes the continuation of the exact same  
25 position he/she currently holds, then he/she shall be awarded the position without  
26 posting and the "bumping" chain he/she initiated shall be reversed.

27  
28 Senior professional educators will also have the right to "bump" into subject  
29 area(s) for which they are currently certified but in which they do not have  
30 previous experience, but such "bumping" shall involve a "trial status" of not to  
31 exceed two (2) school years. During the "trial status," the professional educators  
32 shall, at least once each quarter, be given a written evaluation on the same  
33 form(s) as used for other professional educators' evaluations pursuant to the  
34 Cooperative Evaluation Procedure. At least every other evaluation during the  
35 "trial status" shall be on the same form as is used for professional educators with  
36 three (3) or less years of service. The written observation reports on which the  
37 evaluation is based shall also be provided to the professional educator on a  
38 regular basis. The professional educator shall be made aware of any alleged  
39 deficiencies on an ongoing basis as they are observed. The written evaluation(s)  
40 shall clearly indicate any alleged deficiencies in the professional educator's  
41 performance, the expected corrections necessary to bring his/her performance to  
42 a satisfactory level, and a stated period of time for correction which shall not be  
43 unreasonable. The Board may, at the conclusion of the first or second year of  
44 "trial status," remove the professional educator from the portion of the position  
45 in which the professional educator did not have previous experience if it is  
46 determined the professional educator has not performed satisfactorily as

1 measured by such evaluations. Such removal shall not be arbitrary or capricious.  
2 A professional educator being removed from the portion of the position in which  
3 he/she did not have previous experience shall be entitled to all the rights and  
4 benefits of Part II B 2 d except as modified herein.  
5

6 Should a "trial status" professional educator be so removed, he/she shall then be  
7 placed on layoff status for that portion of the position with no rights of recall to  
8 the subject area(s) of current certification in which satisfactory performance was  
9 not evidenced.  
10

11 Any professional educator who is "bumped" under provisions of this clause may  
12 similarly elect to "bump" another professional educator as provided herein.  
13 Requests to "bump" must be initiated in writing and received in the office of the  
14 Director of Human Resources within ten (10) days of receipt of a preliminary  
15 notice of layoff or within five (5) days of the date a professional educator  
16 receives notification of being "bumped."  
17

- 18 (4) Professional educators (regular and replacement) who have been given a final  
19 notice of layoff shall be offered rehire in direct order of seniority to vacant  
20 positions for which they are qualified.  
21

22 The offer of recall from layoff may be in person, by telephone or by U.S. mail.  
23 Any verbal offer of recall from layoff shall be followed by a written offer  
24 delivered in person or by U.S. mail. To the extent possible, the offer of recall  
25 notice shall specify the nature of the work to be performed (e.g., grade level(s) in  
26 elementary or area(s) of certification in secondary), building(s), duration of  
27 contract (including starting and ending dates), hours and days of week (if a part-  
28 time position), and notice that a rejection may affect the professional educator's  
29 unemployment compensation eligibility and/or recall rights. To the extent  
30 possible, a definitive work and/or teaching schedule shall be included with the  
31 offer of recall notice.  
32

33 Recall rights apply to vacancies occurring within the recall period. Recall rights  
34 for professional educators on layoff status shall extend for a time period not to  
35 exceed two (2) years and three (3) months following the effective date of layoff.  
36

37 Individuals who have exceeded the time for recall rights under this sub-section  
38 will be given preferential consideration for hiring for all vacancies for which they  
39 are qualified by sending one such written request to the Director of Human  
40 Resources after their recall rights have expired.  
41

42 To clarify the relationship between this sub-section and g (Vacancies, Transfers  
43 and/or Changes in Assignment), a professional educator who has been given a  
44 final notice of layoff shall be considered to have an automatic application in for  
45 all posted vacancies. Positions are posted and filled according to g. This may  
46 involve professional educators being given offers of rehire pursuant to this sub-

1 section. However, if a professional educator has been given a final layoff notice  
2 and the Board, prior to the end of the current school calendar, authorizes the  
3 continuation of the exact same position he/she currently holds, then he/she shall  
4 be awarded the position without posting provided that he/she is the most senior on  
5 the recall list in the appropriate certification area(s).  
6

- 7 (5) After the District's contractual obligations are completed, professional educators  
8 on layoff status shall be given the option of remaining in the Board's group  
9 insurance plan at their own expense so long as they are not gainfully employed by  
10 another employer from whom similar group insurance coverage would be  
11 available, and so long as the contract provisions with the insurance carrier(s) are  
12 met. This right to insurance retention shall terminate as soon as the laid off  
13 professional educator qualifies for similar group insurance coverage with another  
14 employer.  
15
- 16 (6) Should a professional educator on layoff status be offered employment with  
17 another school district, the Board agrees to release that professional educator from  
18 any contractual obligation he/she might have with the Appleton Area School  
19 District. Professional educators on layoff status who accept employment with  
20 another school district shall retain their rights to recall as outlined in (4) above.  
21
- 22 (7) Current certification, for purposes of Part II B 2 f, shall be defined as licenses in  
23 hand or in the process of being issued, with the Department of Public Instruction  
24 giving reasonable assurance of eligibility. A copy of the certificate or of the  
25 application and such DPI assurance is to be received in the office of the Director  
26 of Human Resources within ten (10) days of receipt of a final layoff notice.  
27
- 28 (8) Any and all written records on which the Board bases a layoff shall be made  
29 available to the professional educator(s) involved, if requested in writing. Any  
30 layoff which is alleged to be in violation of Part II B 2 f may be appealed to  
31 arbitration.  
32
- 33 (9) The Association President shall be given written notice of any proposed or actual  
34 layoffs, as well as copies of recall lists, letters of recall, and District-sent letters  
35 confirming acceptance/rejection of recall offers.  
36
- 37 (10) Any professional educator on layoff status who refuses an offer of recall shall be  
38 made aware that he/she may jeopardize his/her eligibility for unemployment  
39 compensation. Should a professional educator on layoff status refuse an offer of  
40 recall for which he/she is certified and the individual contract offered is for less  
41 than 80% of the individual contract held immediately prior to layoff, rights to  
42 recall as stipulated in (4) above shall be retained. Should a professional educator  
43 on layoff status refuse an offer of recall for which he/she is certified and the  
44 individual contract offered is for 80% or more of the individual contract held  
45 immediately prior to layoff, rights to recall as stipulated in (4) above shall be  
46 terminated.

- 1  
2 (11) Professional educators shall be given written preliminary notices of layoff by the  
3 end of February of the current school year for the ensuing school year.  
4 Professional educators shall be given written final notices of layoff for the  
5 ensuing school year prior to the first Arena Staffing for the ensuing school year.  
6 Final layoff notices shall specify the effective date of layoff.  
7

8 g. *Vacancies, Transfers and/or Changes in Assignment*

9 All work to be performed by bargaining unit members shall appear internally and/or  
10 District-wide in a posting prior to it being awarded.  
11

12 If a vacancy is not filled and the district then decides that a different type of  
13 certification or lesser pre-determined requirement would now be acceptable, then the  
14 vacancy shall be re-posted.  
15

16 When administrating all parts of this Section, resource specialists and student services  
17 professional educators shall be treated the same as professional educators in all other  
18 categories. For example, a posting for a resource specialist or student services position  
19 shall include the building(s) in which the assignment will be performed, whenever  
20 known.  
21

22 (1) Arena Staffings – Regular Professional Educator Vacancies For The Upcoming School  
23 Year

24 (a) Internal Changes in Assignment:

25 The procedure for internal changes in assignment prior to a District-wide  
26 posting only applies during the normal 185-day work year and to the  
27 following categories of professional educators:  
28

- 29  
30 → Elementary (K-6) classroom teachers within a building  
31 → Secondary classroom teachers within a building (by those actively using  
32 the area of certification in question)  
33 → Elementary Music within the District  
34 → Elementary Physical Education within the District  
35 → Elementary Art within the District  
36 → Elementary Guidance within the District  
37 → Elementary LMC within the District  
38 → Elementary TAG within the District  
39 → Elementary Title I within the District  
40 → Psychologists within the District  
41 → Nurses within the District  
42 → Social Workers within the District  
43 → Hearing Impaired within the District  
44 → Occupational Therapy/Physical Therapy within the District  
45 → Adaptive Physical Education within the District  
46 → Autism within the District  
47 → Speech & Language within the District

- Elementary ESL within the District
- ECH teachers within the District

If a vacancy in one of the above categories exists for the upcoming school year, the appropriate administrator shall notify, using the standard posting format, all professional educators in the affected category of the vacancy. Internal changes in assignment can then occur but, at the end, a vacancy involving the same certification(s) as the original vacancy must exist for posting on a District-wide basis. Those in the affected category who are interested in being assigned to part/all of the vacancy shall give an application to the administrator within five (5) days of the posting. The vacancy shall be filled by unanimous agreement between the administrator and those who have expressed an interest by filing an application. If unanimous agreement cannot be reached, the vacancy shall be filled by seniority within that group of applicants unless the administrator denies a request(s). Such denial shall only be made for good cause. In case the senior applicant(s) is/are denied the requested vacancy, the senior applicant(s) shall be notified in writing of the reason(s) for any denial. The internal posting of the vacancy in the successful applicant's former position shall then be done, and the above process shall continue to be repeated until there is no one in the affected category who is interested in being assigned to part/all of the resulting vacancy. The remaining vacancy, which must involve the same certification(s) as the original vacancy, shall then be included in the next Arena Staffing provided that notification timelines permit.

(b) Posting of Vacancies:

The Director of Human Resources or his/her designee shall announce, by posting, regular professional educator vacancies so requests may be made by professional educators currently in the bargaining unit for such vacancies.

Postings shall include, to the degree known at the time of posting, the date of the posting by the Human Resources Office, when the position will begin, the building(s) in which the assignment will be performed, subject(s) and/or area(s) included in the job, area(s) of certification required or acceptable by the DPI if not obvious from the posting, the percentage of contract, the length of contract if it is a temporary position, any predetermined requirements (i.e., a master's degree in a specific area, a minimum number of credits in a certain area) that are necessary to operate at a satisfactory level in the position, and the date of the Arena Staffing at which verbal applications will be received.

During the school year, the compilation of postings of all known vacancies shall be sent via electronic mail and shall be put up on a designated bulletin board in each facility in which professional educators work. During the summer recess, the compilation of postings shall be put up on the designated bulletin boards in the AASD Administrative Center. Each compilation of postings shall also include: (1) a statement that waivers applicable to various buildings may be effective for the upcoming school year and should be

1 reviewed prior to submitting any verbal application; (2) any general  
2 information that has been submitted on the philosophy/operating practices of  
3 individual buildings; (3) a statement (in capitals and bold print) that this  
4 compilation only includes the initial vacancies that will be awarded at the  
5 Arena Staffing, that vacancies which are created as a result of professional  
6 educators being awarded these and subsequent vacant positions will also be  
7 offered at the Arena Staffing and that any vacancies remaining at the end of an  
8 Arena Staffing will not be posted internally again. At the same time that each  
9 compilation is distributed, the Association President shall be given a copy.

10  
11 Each compilation shall be posted at the applicable sites for at least one week  
12 prior to the Arena Staffing at which the vacancies will be offered. If  
13 additional vacancies become known subsequent to the distribution of the  
14 compilation, they can be added to that Arena Staffing provided they have been  
15 appropriately posted for at least forty-eight (48) hours prior to the start of that  
16 Arena Staffing.

17  
18 (c) Filling of Vacancies:

19 The District will hold three (3) or four (4) Arena Staffings at a mutually  
20 agreeable location. Those held during the school year will start at 4:15 p.m.  
21 on a mutually agreeable Wednesday and no after-school meetings will be  
22 scheduled on these days. Those held during the summer recess will start at a  
23 mutually agreeable time on a mutually agreeable date. The exact date and  
24 starting time for each will be announced as follows:

25  
26

<u>Staffing In</u>	<u>Date Announced By</u>
27 March	January 15
28 April	February 15
29 July	End of School Year

30  
31

32 A fourth Arena Staffing will be held if mutually agreeable to the parties. If  
33 such a decision is made, then the date shall be announced at least 45 days in  
34 advance or by the end of the school year, whichever occurs earlier.

35  
36 All professional educators, including those recalled from layoff, are eligible to  
37 attend the Arena Staffings. Those having "without an assigned position"  
38 status are encouraged to attend as the parties may unilaterally assign an  
39 available position to those not attending. All professional educators having  
40 "without an assigned position" status may be awarded vacancies by the end of  
41 any of the Arena Staffings; by the end of the final Arena Staffing, any  
42 remaining professional educators having "without an assigned position" status  
43 will be awarded vacancies.

44  
45 If a professional educator is unable to attend, he/she can designate another  
46 AEA member to act as his/her proxy. A proxy form that has been designed by  
47 the parties will be available in each building and at the Arena Staffings. This

1 form must be properly completed and given to the Human Resources Office  
2 staff member on or before the day of the Arena Staffing. Copies and  
3 facsimiles of proxies will be accepted. Oral proxies or written proxies with  
4 any limitations on the proxy's authority will not be accepted.  
5

6 Professional educators attending an Arena Staffing must register. Registration  
7 tables will be open one hour before the start of each Arena Staffing. Each  
8 registrant will receive a sheet of paper containing all of his/her (or the  
9 professional educator(s) for whom one is a proxy) relevant personal  
10 information (the same information that appears on the Human Resources  
11 Office updated seniority list). This sheet must be submitted when the  
12 professional educator is awarded a posted vacancy.  
13

14 The procedure for awarding vacancies in all rounds of an Arena Staffing shall  
15 be as follows:  
16

17 [1] The parties will select a certification category (defined as the categories  
18 into which the seniority list is divided) that has vacant positions.  
19

20 [2] Professional educators interested in any of the vacant positions will be  
21 convened.  
22

23 [3] In the first round in which a given vacancy is posted, a professional  
24 educator may only apply for the entire vacancy. Within any subsequent  
25 round that the same vacancy is available, a professional educator may  
26 apply for any part of the vacancy posted.  
27

28 [4] Each, in order of seniority, will be asked to indicate the position which  
29 he/she desires to be awarded. Provided that there is no contractual reason  
30 to deny the request, the award shall be made. The position vacated by the  
31 successful applicant shall be placed in the next complete round of postings  
32 as the internal change in assignment process cannot be utilized.  
33

34 [5] When no professional educator is interested in any of the vacancies  
35 remaining in this round, the parties shall then select another certification  
36 category and follow the same procedure.  
37

38 [6] As soon as possible after a round in a certification category is completed,  
39 the new slate of vacancies (those not awarded in previous rounds plus  
40 those created by awards in the last round) for the next round in this  
41 certification category shall be announced. Unless otherwise mutually  
42 agreed by all those interested, the time between the new slate of vacancies  
43 being announced and the time that the procedure [see (2)] for this  
44 certification category begins again shall be a minimum of forty-five (45)  
45 minutes.  
46

1 [7] Once the parties have gone through all the certification categories in  
2 which vacancies existed at the start of a round, they shall start a new round  
3 using the same rotational sequence of certification categories. Any  
4 vacancies that are created in new certification categories shall be added to  
5 the rotation in the next complete round.  
6

7 [8] This procedure will continue until there are no professional educators  
8 interested in any of the vacancies that remain in a complete round. The  
9 Arena Staffing will then be considered completed. The remaining  
10 vacancies shall be first offered to professional educators on the recall list  
11 in accordance with the recall provisions. If any remain unfilled, new  
12 bargaining unit members shall then be hired.  
13

14 Unless there are unknown future events, positions (assignments) given out in May  
15 [Part II, B(2)(g)(7)(f)] shall match assignments awarded at the earlier Arenas.  
16

17 The procedures for Arena Staffings that are not enumerated in the Agreement will  
18 be patterned after the 1999 Arena Staffings unless there is mutual agreement to  
19 revise them.  
20

21 (2) Vacancies Not Publicized For Arena Staffings  
22

23 (a) Internal Changes in Assignment

24 The procedure for internal changes in assignment prior to a District-wide  
25 posting only applies during the normal 185-day work year and to the following  
26 categories of professional educators:  
27

- 28 → Elementary (K-6) classroom teachers within a building
- 29 → Secondary classroom teachers within a building (by those actively using  
30 the area of certification in question)
- 31 → Elementary Music within the District
- 32 → Elementary Physical Education within the District
- 33 → Elementary Art within the District
- 34 → Elementary Guidance within the District
- 35 → Elementary LMC within the District
- 36 → Elementary TAG within the District
- 37 → Elementary Title I within the District
- 38 → Psychologists within the District
- 39 → Nurses within the District
- 40 → Social Workers within the District
- 41 → Hearing Impaired within the District
- 42 → Occupational Therapy/Physical Therapy within the District
- 43 → Adaptive Physical Education within the District
- 44 → Autism within the District
- 45 → Speech & Language within the District
- 46 → Elementary ESL within the District
- 47 → ECH teachers within the District

1 If a vacancy in one of the above categories exists, the appropriate administrator  
2 shall notify, using the standard posting format, all professional educators in the  
3 affected category of the vacancy. Internal changes in assignment can then  
4 occur but, at the end, a vacancy involving the same certification(s) as the  
5 original vacancy must exist for posting on a District-wide basis. Those in the  
6 affected category who are interested in being assigned to part/all of the vacancy  
7 shall give an application to the administrator within five (5) days of the  
8 posting. The vacancy shall be filled by unanimous agreement between the  
9 administrator and those who have expressed an interest by filing an  
10 application. If unanimous agreement cannot be reached, the vacancy shall be  
11 filled by seniority within that group of applicants unless the administrator  
12 denies a request(s). Such denial shall only be made for good cause. In case the  
13 senior applicant(s) is/are denied the requested vacancy(ies), the senior  
14 applicant(s) shall be notified in writing of the reason(s) for any denial. The  
15 effective date of assignment to the position which the successful applicant was  
16 awarded shall be no later than the next school semester. The internal posting  
17 of the vacancy in the successful applicant's former position shall either be done  
18 prior to the first (or next available) Arena if the effective date of assignment is  
19 to be the following fall or shall be done immediately if the effective date of  
20 assignment is to be prior to the end of the current school year. The above  
21 process shall continue to be repeated until there is no one in the affected  
22 category who is interested in being assigned to part/all of the resulting vacancy.  
23 The remaining vacancy, which must involve the same certification(s) as the  
24 original vacancy, shall then be posted on a District-wide basis.

25  
26 (b) Posting of Vacancies:

27 The Director of Human Resources or his/her designee shall announce, by  
28 posting, professional educator and co-curricular vacancies so written  
29 requests may be made by professional educators currently in the  
30 bargaining unit for such vacancies. This includes an annual spring posting  
31 of all co-curricular positions held by non-bargaining unit members and by  
32 those who will be leaving their professional educator positions at the end  
33 of the school year.

34  
35 Postings shall include, to the degree known at the time of posting, the date  
36 of the posting by the Human Resources Office, when the position will  
37 begin, the building(s) in which the assignment will be performed,  
38 subject(s) and/or areas included in the job, area(s) of certification required  
39 or acceptable by the DPI if not obvious from the posting, the percentage of  
40 contract, the length of contract if it is a temporary position, any  
41 predetermined requirements (i.e., a master's degree in a specific area, a  
42 minimum number of credits in a certain area) that are necessary to operate  
43 at a satisfactory level in the position, and the date the posting will close.  
44 Postings shall also include a statement that waivers applicable to various  
45 buildings may be in effect and should be reviewed prior to submitting any  
46 application. A posting may also include addition information on a  
47 vacancy (e.g., Our current thinking on this position is . . . , We're looking

1 for applicants with interests in . . . , Our preference would be that  
2 applicants have . . . , Individuals with the following attributes should  
3 consider applying . . . ). This additional information is to be used for the  
4 sole purpose of giving guidance to potential applicants and is not to be  
5 used as criteria in the selection process.  
6

7 Co-curricular vacancies shall be posted separately from regular  
8 professional educator vacancies and shall be awarded to professional  
9 educators in the bargaining unit. When the separate posting has failed to  
10 draw a qualified bargaining unit candidate, and after the District has failed  
11 in an active search for a qualified non-bargaining unit candidate, a  
12 combined posting may be used as long as it does not prejudice any  
13 professional educator:  
14

15 [1] On layoff status; or

16  
17 [2] Who was previously denied a posted position because he/she was not  
18 qualified for the co-curricular activity attached to it and has not since  
19 been a successful applicant for another posted professional staff  
20 position.  
21

22 When it becomes necessary to combine a co-curricular vacancy with a  
23 professional educator vacancy, the individual filling that position shall not  
24 be required to retain the co-curricular assignment for more than one (1)  
25 school year.  
26

27 During the school year, postings shall be sent via electronic mail and shall  
28 be put up on a designated bulletin board in each facility in which  
29 professional educators work. During the summer months, postings shall,  
30 at a minimum, be put up in the AASD Administrative Center. At the same  
31 time postings are made, the Association President shall be given a copy of  
32 the postings.  
33

34 The closing date for any posting, except those for vacancies publicized  
35 after the final Arena Staffing and before the start of the upcoming school  
36 year, shall be 4:00 P.M. on the Monday following the first full ("full" as in  
37 the AASD Administrative Center being open Monday-Friday in that  
38 week) week of posting.  
39

40 The closing date for any posting for a vacancy publicized after the final  
41 Arena Staffing and before the start of the upcoming school year shall be at  
42 least three (3) days after the posting was put up.  
43

44 Written requests for posted positions must be received in the office of the  
45 Director of Human Resources by 4:00 P.M. on the closing date.  
46

1 If a professional educator leaves or is scheduled to leave a position and the  
2 District determines that it wants someone to again perform his/her work,  
3 then the position shall be posted as vacated unless it is awarded pursuant  
4 to subsection (a) above or unless the parties mutually agree otherwise.  
5

6 (c) Filling of Vacancies  
7

8 A vacancy in a professional educator position shall be awarded to the most  
9 senior applicant with seniority being determined by the Human Resources  
10 Office updated seniority list. Denial of a request shall only be for good  
11 cause.  
12

13 A vacancy in a professional educator position which has been posted with  
14 a co-curricular vacancy combined with it shall be awarded to the most  
15 senior applicant who is qualified for the co-curricular vacancy with  
16 seniority being determined by the Human Resources Office updated  
17 seniority list.  
18

19 The effective date of assignment to the professional educator position  
20 which a professional educator was awarded shall be no later than the next  
21 school semester. However, if the Board elects to fill the successful  
22 professional educator applicant's former position, the internal/District-  
23 wide posting of that vacant position shall either be done immediately if the  
24 effective date of assignment is to be prior to the end of the current school  
25 year or prior to the first Arena if the effective date of assignment is to be  
26 the following fall.  
27

28 When more than one qualified professional educator applies for a separate  
29 co-curricular posting, the selection of the successful applicant need not be  
30 based on seniority. When only one qualified professional educator applies  
31 for a separate co-curricular posting, he/she shall be awarded the position.  
32

33 A professional educator applying for the entire vacancy posted has  
34 preference over another professional educator applying for part of the  
35 vacancy posted.  
36

37 (3) Provisions Applicable To Vacancies Covered By (1) Or (2)  
38

39 (a) If an applicant is not currently certified for a position, he/she shall only be  
40 considered if his/her application includes a copy of the application that has  
41 been submitted to the DPI and a letter from the DPI indicating that he/she has  
42 reasonable assurance of eligibility for the certification in question. However,  
43 this does not apply to situations in which District-initiated non-regular  
44 licensure is acceptable for a posted vacancy.  
45

46 (b) Denial of an application shall only be for good cause. Good cause shall  
47 include, but is not limited to, a situation where awarding of the vacancy to an

1 applicant would cause a professional educator to be kept on the recall list for  
2 that year and a new bargaining unit member to be hired or a situation where  
3 awarding of the vacancy to an applicant would cause a professional educator  
4 to continue to be on "without an assigned position" status. In case the senior  
5 professional educator applicant(s) is/are denied requested vacancy(ies), the  
6 senior professional educator applicant(s) shall be notified in writing of the  
7 reason(s) for any denial.  
8

- 9 (c) A professional educator can increase the percentage of his/her individual  
10 contract at Arena Staffings or through a District-wide posting provided that it  
11 does not continue the layoff or "without an assigned position" status of  
12 another professional educator.  
13  
14 (d) Once a vacancy is awarded to a professional educator, neither the District nor  
15 the professional educator may unilaterally negate that award. (NOTE: This  
16 does not mean that the professional educator will always be entitled/bound to  
17 that position in the future as other contractual provisions may apply.)  
18  
19 (e) If the District hires new bargaining unit members because of the expectation  
20 of future openings, all contractual procedures are to be followed prior to them  
21 being assigned positions. This means that no current bargaining unit member  
22 can be denied a vacancy because of their hiring.  
23  
24 (f) **Applicable To All Professional Educators Hired After The 1999-2001**  
25 **Agreement Has Been Ratified By Both Parties And Starting Work On Or**  
26 **After July 1, 2000.**  
27

28 During the time that a professional educator is on probation, he/she does not  
29 have bidding rights for positions posted district-wide unless:

- 30  
31 [1] the AEA and the AASD agree; or  
32  
33 [2] the vacancy posted will result in an individual contract with a greater  
34 percentage and/or duration; or  
35  
36 [3] after he/she has been hired and assigned a position, he/she later is  
37 identified as being without an assigned position; or  
38  
39 [4] the effective date of the move to the posted vacancy would occur after  
40 his/her probationary period is completed.  
41

42 This provision shall not result in any professional educator being laid off or  
43 being determined ineligible for return from lay off.  
44

- 45 (g) If a professional educator leaves or is scheduled to leave a position because  
46 he/she has been granted a leave of one (1) year or less under Part IV E 1 or 4

1 and the District determines that it wants someone to again perform his/her  
2 work, then the position shall not normally be posted as vacated but shall be  
3 given to a professional educator on the recall list or a replacement employee.  
4 If the position is posted as vacated, then a regular employee awarded this  
5 position shall receive all contractual rights and benefits, including seniority.  
6 However, if the professional educator on leave does not return, the position  
7 remaining after any internal posting(s) shall be posted District-wide in  
8 accordance with Part II B 2(g)(1 or 2 as appropriate). The  
9 replacement/regular employee temporarily assigned to the position shall be  
10 given "without an assigned position" status or notified of layoff, whichever is  
11 appropriate, pursuant to the provisions of the Agreement.  
12

13 (h) During the summer recess, voluntary building meetings of professional staff  
14 to handle internal postings (potential changes of assignment in a building)  
15 prior to District posting of vacancies are not permitted.  
16

17 (i) If a professional educator retires and the District determines that it wants  
18 someone to again perform his/her work or the work that would have been  
19 assigned for the coming year, then a position shall be posted after the Internal  
20 Change in Assignment process is completed.  
21

22 (4) Posting And Filling Of Vacancies In Special Positions:

23 Section (1) above does not apply and Sections (2) and (3) above do not fully  
24 apply to the posting and filling of vacancies in special positions (e.g., non-  
25 supervisory, non-teaching part-time positions [SAP, Dean of Students, etc.];  
26 positions temporarily assuming supervisory/managerial duties as a result of  
27 shared decision-making; non-teaching leadership positions approved by the Board  
28 and previously submitted to the AEA President [e.g. Title I Program Coordinator,  
29 Student Services Coordinator, full-time At-Risk Coordinator, Department Heads];  
30 Athletic Director; Elementary Unit Leader). When there are vacancies in such  
31 positions, the posting and filling requirements shall differ from (2) and (3) above  
32 as follows:  
33

34 (a) If during the normal 185-day school year there is a vacancy that goes with a  
35 particular building (e.g., part-time SAP at West High School), then all  
36 professional educators within the building shall be notified, via a standard  
37 format posting, of the vacancy. If such vacancy occurs during the summer  
38 recess or if it is decided that assignment to that particular building is not a  
39 key criteria, then the vacancy shall be posted District-wide.  
40

41 (b) If there is a vacancy that does not go with one particular building, then the  
42 vacancy shall be posted District-wide.  
43

44 (c) The posting notice shall include an outline of the application procedure, any  
45 pre-determined qualifications that are necessary for the position, and a brief  
46 job description and/or a list of the major duties and responsibilities of the  
47 position.

1 (d) The selection of the successful applicant need not be based on seniority.

2  
3 (e) The letter awarding the vacancy to the successful applicant shall include the  
4 following information:

- 5
- 6 • The date by which notification must be given if the District (if  
7 applicable) or the professional educator desire to make a change in  
8 his/her assignment for the upcoming school year;
  - 9
  - 10 • The position that the professional educator will be entitled to when  
11 he/she leaves this assignment;
  - 12
  - 13 • Reiteration of the fact that the professional educator can also leave this  
14 assignment at any time by being awarded a posted vacancy.
  - 15

16 (5) Voluntary Transfers And/Or Changes In Assignment

17 In addition to the other contractual provisions on how a professional educator can  
18 obtain a different position, one can request to voluntarily switch positions with  
19 another professional educator by filling out the appropriate form. Any such  
20 transfers and/or changes in assignment must have the approval of the immediate  
21 administrative supervisor(s) involved and the Director of Human Resources. The  
22 Personnel Services Coordinator of the AEA shall be informed of any pending  
23 switch by the Director of Human Resources. A switch can only occur after job  
24 assignments have been given out (May 15) for the next year. If a job switch  
25 involves the same instructional area but at different levels (e.g., elementary versus  
26 middle school versus high school), then both professional educators involved in  
27 the job switch must, unless otherwise agreed by the Association and the District,  
28 have taught/worked in the positions they are giving up for at least one full  
29 semester in order to be eligible to participate in such switch. If a building utilized  
30 the provisions of Part II B-2-g-(7) (d) or (e) and the positions were filled by  
31 unanimous agreement of the professional staff, then future voluntary switches  
32 between staff in the building will not be permitted for the year in question.

1 (6) Involuntary Transfers And/Or Changes In Assignment Other Than Those Covered In  
2 (7)(d) And (7)(e) Below

3 Written notice of intent to transfer and/or change assignment will be given to the  
4 professional educator involved as soon as practicable. The written notice shall  
5 include the reason(s) for the proposed transfer and/or change in assignment. If the  
6 professional educator objects, then he/she and the appropriate administrative  
7 supervisor shall meet to discuss the written reason(s) for the proposed transfer  
8 and/or change in assignment so that consideration can be given to the professional  
9 educator's input. At the conclusion of the meeting, if the administrative  
10 supervisor has not changed his/her preliminary decision and if the professional  
11 educator still objects, then a qualified volunteer shall be sought and will be given  
12 such position prior to an involuntary transfer and/or change in assignment being  
13 made. If the position is not given to a qualified volunteer pursuant to the above,  
14 then the professional educator shall be notified in writing of the involuntary  
15 transfer and/or change in assignment and the reason(s) therefore. The least senior  
16 professional educator in the building who is qualified shall normally be the  
17 professional educator involuntarily transferred and/or changed in assignment.  
18

19 No professional educator shall be involuntarily transferred and/or changed in  
20 assignment without good cause. Good cause shall include, but is not limited to, a  
21 situation where it is necessary so that a professional educator currently in the  
22 bargaining unit will not be laid off or can be recalled.  
23

24 (7) Assignments

25 (a) Responsibility for Assignments

26 The Administration shall be responsible for assignments which shall be in  
27 compliance with this Agreement and in the professional educator(s) legally  
28 certified teaching areas or in areas temporarily approved by the Department  
29 of Public Instruction in writing. Unless such temporary approval is used for  
30 a full teaching assignment for a period of more than one (1) year, evaluation  
31 of the work done under such temporary approval will not be used as a factor  
32 in consideration of any non-renewal. The teaching in such temporary  
33 assignment for a period of more than one (1) year shall be voluntary on the  
34 part of the professional educator.  
35

36 (b) Factors To Be Used When Determining Building Assignments

37 When determining assignments in a building for the upcoming school  
38 year:  
39

40 [1] A professional educator is entitled to be assigned to a maximum of  
41 the same percentage position that he/she currently has in that  
42 building;  
43

44 [2] If a professional educator is working in two or more areas of  
45 certification in a building and desires to maintain the same  
46 percentage of contract that he/she currently has in the building,  
47

1 he/she is entitled to be assigned more work (up to 100% of his/her  
2 assignment) in one of these areas provided that it does not prejudice  
3 other professional educators that are more senior and/or “without an  
4 assigned position” and/or on layoff or takes away from a vacancy;  
5

6 [3] A professional educator exercising his/her seniority rights for an  
7 assignment may not cause a layoff, but may cause the involuntary  
8 transfer/change in assignment of a less senior professional educator.  
9

10 (c) “Without An Assigned Position” Status

11 When the staffing allocation for a building is reduced or necessitates a  
12 different composition of certification from that which is presently in use,  
13 one or more professional educators will not have enough assigned work in  
14 that building. The decision as to who will partially/fully leave the  
15 building shall be made by unanimous agreement of those who are  
16 presently using the affected area of certification in the building. If  
17 unanimous agreement cannot be reached, then the decision shall be based  
18 on seniority. The most senior volunteer(s) shall leave first and, if there are  
19 not enough volunteers, then the least senior professional educator(s) shall  
20 leave. Those leaving shall be considered as being partially/fully “without  
21 an assigned position.”  
22

23 If half of a kindergarten or early childhood position in a building is no  
24 longer needed, then the professional educator has an option to keep the  
25 remaining portion and be given partial “without an assigned position”  
26 status provided there is at least one other half-time position available  
27 elsewhere in the District. The alternative is for the professional educator  
28 to also give up the remaining portion and then have full “without an  
29 assigned position” status.  
30

31 Professional educators who are partially/fully “without an assigned  
32 position” shall be considered to have an automatic application in for all  
33 applicable vacancies that are posted. The normal rules for filling these  
34 vacancies will apply.  
35

36 All known “without an assigned position” situations will be handled via  
37 the Arena Staffing process. Each professional educator with this status  
38 shall be given a copy of the compilation of postings [see Part II B 2 g  
39 (1)(b)] for each Arena Staffing at the same time as it is transmitted to the  
40 sites.  
41

42 The intent of the parties is to handle all “without an assigned position”  
43 situations in the Arena Staffings. If any situations occur outside that time  
44 frame, then they shall be handled pursuant to (2) above.

(d) Modification or Change in the Grade Structure and/or Individual Classes Assigned to a Position

When the grade structure and/or the individual classes assigned to a position in a building must be modified or changed for the upcoming school year (e.g., current = 2-4<sup>th</sup> grades and 2-5<sup>th</sup> grades, possible = 3-4<sup>th</sup> grades and 1-5<sup>th</sup> grade; current = 5 Math I classes, possible = 3 Math I classes and 2 Math II classes), the professional educators in the affected category (i.e., elementary [K-6] classroom teachers within a building or secondary classroom teachers within a building who are actively using the area of certification in question) and the building administration shall utilize the shared decision-making process to reach consensus on what should occur. If consensus cannot be achieved, then the building principal shall make the final determination on the grade structure and/or the individual classes assigned to a position.

Once the determination has been made by consensus or by the principal, the realignment of the professional educators to match the new assignments available for the upcoming school year shall be done according to the following procedure:

- [1] If it is necessary to first reduce the number of professional educators in the affected category, then utilize the procedure contained in (c) above.
- [2] Create a list of all remaining professional educators and their current assignments.
- [3] Create a list of the new assignments available for the upcoming year.
- [4] Where a new available assignment exactly matches a current assignment, insert the name of the professional educator with the current assignment.

If there are more professional educators with a current assignment (e.g., 3<sup>rd</sup> grade) than there are new (exact match) assignments available (e.g., 3<sup>rd</sup> grade), then:

- a) seek volunteers from this group (e.g., 3<sup>rd</sup> grade teachers) to be unassigned;
- b) If there are not enough volunteers, then the least senior professional educator(s) from this group (e.g., 3<sup>rd</sup> grade teachers) become(s) unassigned.

- 1 [5] You will now have professional educators with assigned positions,  
2 professional educators with no assigned position, and open  
3 (unassigned) positions.  
4  
5 [6] Seek volunteers from all in the affected category for any open  
6 position(s). If more than one professional educator volunteers for an  
7 open position, then the most senior shall be given the open position.  
8  
9 [7] If one or more open positions remain, then the least senior  
10 professional educator from all in the affected category (i.e., he/she  
11 can either have an assigned position or no assigned position at this  
12 point in the process) shall choose one of the open positions.  
13  
14 [8] If one or more positions remain, then seek volunteers from all in the  
15 affected category for any open position(s). If more than one  
16 professional educator volunteers for an open position, then the most  
17 senior shall be given the open position.  
18  
19 [9] If one or more open positions remain, then the next least senior  
20 professional educator from all in the affected category shall choose  
21 one of the open positions.  
22  
23 [10] Continue this two (2) step process (volunteers; next least senior)  
24 until all in the affected category have an assigned position.  
25

26 Certification limitations can cause the above procedure to be modified to  
27 the extent necessary.  
28

29 If, at a later date, there is a need to again utilize this procedure, the starting  
30 point for assignments is where the professional educators ended up the last  
31 time the procedure was used. (NOTE: If this is an elementary site and  
32 more than one (1) scenario was created, then the one designated as  
33 "expected" is used).  
34

35 During the summer recess, voluntary meetings of professional educators in  
36 the affected category and building administrators to handle situations  
37 covered in this sub-section are not permitted.  
38

- 39 (e) Modification or Change in Delivery/Philosophy at the Building/District Level  
40 When there is to be a modification or change in delivery/philosophy at the  
41 Building/District level for the upcoming school year, then the following  
42 rules/procedures shall apply:  
43

- 44 [1] If it is necessary to first reduce the number of professional educators  
45 in the affected category, then utilize the procedure contained in (c)  
46 above.  
47

1 [2] All positions of professional educators in the affected category (see  
2 pages 22-23 for the list of different categories) are declared open.  
3

4 [3] The decision as to who will fill each position shall be made by  
5 unanimous agreement of the professional educators in the affected  
6 category.  
7

8 [4] If unanimous agreement on filling a position cannot be reached, then  
9 that position shall be filled by the most senior professional educator  
10 who is interested.  
11

12 During the summer recess, voluntary meetings of professional educators in  
13 the affected category and building administrators to handle situations  
14 covered in this sub-section are not permitted.  
15

16 (f) Notification of Assignments

17 All professional educators shall be given written notice of their tentative  
18 assignments (subject area(s), building(s) and grade level(s) where  
19 applicable) for the forthcoming school year no later than May 15 of the  
20 current school year. For those professional educators who participated in  
21 earlier Arena Staffing(s), the assignments should match the last  
22 assignments awarded to them at the earlier Arena Staffing. Professional  
23 educators shall be notified in writing of any changes in such tentative  
24 assignments, along with the reason(s) therefore, as soon as practical after  
25 the change is known.  
26

27 (g) Return From a Special Position

28 If a professional educator has a special position covered by sub-section (4)  
29 above and he/she desires to return to regular professional duties at the start  
30 of the next school year, he/she shall give written notice of such intent to  
31 the Director of Human Resources on or before January 15 of the current  
32 school year. (NOTE: He/she may also leave the special position at any  
33 time by being awarded a posted vacancy.)  
34

35 When the professional educator has held the special position for one (1)  
36 year or less, he/she will return to the same position and building(s) vacated  
37 at the time the assignment to the special position was made (i.e., shall be  
38 treated as if he/she had never left the position). If the same position no  
39 longer exists, the professional educator shall be given a position as similar  
40 as possible to the position vacated at the time the assignment to the special  
41 position was made in the building(s) to which he/she had been assigned at  
42 that time. The professional educator who is displaced by this re-  
43 assignment shall be given "without an assigned position" status or notified  
44 of layoff, whichever is appropriate, pursuant to the provisions of the  
45 Agreement.  
46

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

The above two (2) paragraphs apply to a professional educator holding the office of AEA President except that notification may not be possible by January 15 because of the date of AEA elections. For the purpose of being given his/her next assignment, the professional educator leaving the office of AEA President shall be treated the same as a professional educator having held a special position for one (1) year or less.

When the professional educator has held the special position for more than one (1) year, and it is not a situation in which an assignment to a non-teaching leadership position is not being renewed by the administration, he/she may only exercise his/her right to return to regular professional duties if it does not cause the partial or full layoff of any other professional educator. If this right is exercised and the special position he/she is leaving is:

[1] **Full-Time**

The professional educator shall be given “without an assigned position” status.

[2] **Part-Time**

The professional educator shall be given back the same percentage that he/she vacated in the building(s) to which he/she was assigned at the time he/she was awarded the special position [i.e., shall be treated as if he/she had never left the building(s)]. This applies regardless of the location of the special position. The least senior professional educator in that building(s) will be displaced and shall be given “without an assigned position” status.

Each continuing non-teaching leadership position shall be reviewed annually by the Superintendent or his/her designee or the administrative supervisor. If there is a decision to not renew the assignment for the next school year, the administrator involved shall notify the Director of Human Resources of such intent on or before January 15 of the current school year and the incumbent shall be given “without an assigned position” status or notified of layoff, whichever is appropriate, pursuant to the provisions of the Agreement.

A professional educator whose first position in the bargaining unit is a special position shall be given “without an assigned position” status if he/she leaves the special position at the end of any year.

The different rules applicable to one (1) year or less/more than one (1) year refer to the same special position.

(h.) Employment of Non-Bargaining Unit Personnel

Non-bargaining unit personnel employed by the District who take a position within the bargaining unit shall not cause the layoff or reduction in contract (partial layoff) of any professional educator currently in the bargaining unit. However, administrative staff members on layoff status shall have the same rights as professional educators under Part II B 2 f (4). If an administrative staff member enters/re-enters the bargaining unit on or after August 1, 1991, then he/she may be placed on probationary status (standard for non-renewal is non-arbitrary nor capricious for the first three (3) school years) at the discretion of the Director of Human Resources and his/her assignment shall be determined via normal job posting procedures.

(i.) Assignment of Bargaining Unit Work

The Board retains the right to subcontract work so long as it does not result in the partial or full layoff or continued partial or full layoff of any professional educator.

C. **Payroll Procedures**

1. ***Dues Check Off***

The Board will comply with a request of any member of the Association that membership dues in NEA, WEAC, WEAC - Fox Valley, AEA or the United Education Profession be deducted from each of the member's regular payroll checks on condition that appropriate authorizations are signed by the requesting member. The sum so deducted shall be paid directly to the Treasurer of the Association. Such signed authorizations shall be automatically continued at the option of the member and in conformance with any state or federal regulations.

2. ***Fair Share***

a. All professional educators shall be required to pay, as provided in this Section, their fair share of the costs of representation by the Association. No professional educator shall be required to join the Association, but membership in the Association shall be available to all professional educators who apply, consistent with the Association's Constitution and Bylaws.

b. The District shall deduct in equal installments from the monthly earnings of all professional educators, except exempt professional educators, their fair share of the costs of representation by the Association, as provided in Section 111.70(1)(f) Wis. Stats., and as certified to the District by the Association. The District shall pay said amount to the Treasurer of the Association on or before the end of the month in which such deduction was made. The date for commencement of these deductions shall be an individual professional educator's first pay day. The District will provide the Association once each semester with a list of professional educators from whom deductions are made and will provide an update of that list along with each monthly remittance to the Association.

- 1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47
- (1) For purposes of this Section, exempt professional educators are those professional educators who are members of the Association and whose dues are deducted and remitted to the Association by the District pursuant to Part II C 1 (Dues Check Off) or paid to the Association in some other manner authorized by the Association. The Association shall notify the District of those professional educators who are exempt from the provisions of this Section and of any changes in its membership affecting the operation of the provisions of this Section in a timely manner prior to the effective date of such change so that timely adjustments can be made in withholdings.
  - (2) The Association shall notify the District of the amount certified by the Association to be the fair share of the costs of representation by the Association sufficiently in advance for the District to accurately make required fair share deductions.
  - 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 sufficiently in advance for the District to accurately make required fair share deductions.
  - d. The Association shall provide professional educators who are not members of the Association with a mechanism which is consistent with the requirements of state and federal law and which will allow those professional educators 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 determined to have been improperly collected by the Association.
  - e. *Indemnification Clause*  
The Association and the Wisconsin Education Association Council do hereby indemnify and shall save the District harmless against any and all claims, demands, suits or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this Section and in reliance on any lists or certificates which have been furnished to the District pursuant to this Section; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the 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 Section through representatives of its own choosing and at its own expense.
  - f. It is the understanding of the parties that fair share deductions can be delayed, if necessary, and the total legally permissible amount collected via payroll deductions at a later date. It is the further understanding of the parties that both are willing to continue the fair share and dues check-off arrangements in effect after expiration of

1 an overall labor agreement. The Association agrees that District liability for action  
2 taken or not taken pursuant to these factors shall be covered by the "hold harmless"  
3 clause of the Agreement (paragraph e. above).  
4

5 **3. *Mandatory Deductions***

6 Deductions will be made from each of the salary installments during the contract year  
7 for federal and state income taxes and social security taxes as required by applicable  
8 statutes and regulations. Changes in the withholding tax status during the contract year  
9 should be reported to the Payroll Department as soon as possible so correct deductions  
10 can be made.  
11

12 **4. *Voluntary Deductions***

13 Salary deductions may be made as requested by a professional educator for United  
14 States Saving Bonds, the Fox Communities Credit Union, NEA-PAC, tax sheltered  
15 annuities and such similar items as those outlined in Part IV of this Agreement.  
16 Requests for these deductions are to be made on the Payroll Department's authorization  
17 form.  
18

19 Where possible and where it is advantageous to employees, the District shall forward  
20 tax-sheltered annuity contributions to the appropriate companies on or about the  
21 fifteenth (15<sup>th</sup>) and last day of each month.  
22

23 **D. *Cooperative Evaluation Procedure***

24  
25 1. Supervision of instruction, when appropriately used, is a powerful tool that helps all  
26 professionals refine skills and polish strengths which result in an ever increasing growth  
27 in the quality of education we provide our students. Supervision is most effective if it is  
28 perceived as a process where both supervisor and professional educator discuss a  
29 specific lesson in a collaborative, non-evaluative manner, with both parties bringing  
30 reflection and insight to the lesson. With competent staff, this fine-tuning results in  
31 ongoing quality improvement, much like that provided by a personal coach to an  
32 Olympic athlete. In order to foster this kind of supervision, the following procedures  
33 will be implemented.  
34

35 a. i. Personnel involved in supervising professional educators will be involved in  
36 Quality Instruction Training to develop skills to implement the kind of  
37 supervision described above.  
38

39 ii. There will be a continued moratorium on evaluations with increased emphasis on  
40 supervision during the 1991-92 school year (exceptions noted below). This will  
41 allow supervisors and professional educators to concentrate on developing a  
42 collaborative relationship, with mutual responsibility for constant improvement –  
43 without the "evaluative" overtones that inhibit this process.  
44

45 iii. The Professionalism Committee will investigate comprehensive evaluation  
46 systems to recommend directions for our District that will effectively provide a  
47 balance between meaningful accountability and improvement of instruction. We

PART II – PROCEDURES

1 want to avoid requiring supervisors and professional educators to go through  
2 processes that have no resulting value.

3  
4 In order to be fair to the staff and the District, it has been determined that the following  
5 groups will participate in the cooperative evaluation process.

6  
7 b. i. **Professional educators with probationary status**

8 Professional educators in years two (2) and three (3) will proceed with the  
9 evaluation model they have utilized in the past. Professional educators in their  
10 first year will review the PBTE and the short form with their principal or  
11 supervisor and come to a mutual decision as to which model to use. New  
12 principals will meet with the Assistant Superintendent/School Services to receive  
13 background information in both models.

14  
15 ii. **Professional educators new to a building or a unique assignment change within a building:**

16 These professional educators will also discuss with their principal the PBTE and  
17 short form to mutually determine which form will be used.

18 iii. **Professional educators needing assistance:** Professional educators who have been  
19 identified by their principals or supervisors as needing special assistance will  
20 remain in an evaluative mode. Principals or supervisors will plan an individual  
21 program of support and expectations for professional educators in this category.  
22 The AEA president and the Director of Human Resources will also be notified.

23  
24 The parties will continue to analyze where we are as a District in relation to  
25 supervision and evaluation.

- 26  
27 2. The District is in the process of revising evaluation procedures. In the interim, the short  
28 form currently being utilized shall be used along with the PBTE form. Unless otherwise  
29 noted above, no professional educator shall be evaluated utilizing the PBTE approach  
30 unless both the professional educator and evaluator have been in-serviced in the PBTE  
31 approach.

32  
33 During the first two (2) weeks of the school year or within two (2) weeks of a  
34 professional educator's first day on the job for the school year, whichever is later, each  
35 professional educator will be:

- 36  
37 a. informed by the administration of the individual(s) who will observe/evaluate  
38 him/her for the school year;  
39 b. given a copy of the evaluation form to be used.

40  
41 If a professional educator is not provided with the above information, it will be his/her  
42 responsibility to contact the appropriate Assistant Superintendent-School Services who  
43 will then do so.

1 Professional educators with less than three (3) years of experience in the District  
2 (probationary) will be evaluated by the above named individual(s) with the evaluation  
3 being completed prior to February 1 of each year.  
4

5 Professional educators with three (3) or more years of experience in the District (non-  
6 probationary) will be evaluated at least once every three (3) years by the above named  
7 individual(s) with the evaluation being completed prior to the last two (2) weeks of  
8 school in the spring. Evaluations may be conducted on a more frequent basis to support  
9 innovations or to assist non-probationary professional educators with special needs. In a  
10 year in which one is not going to be evaluated, a non-probationary professional educator  
11 shall be observed by his/her evaluator(s) at least once and an informal follow-up  
12 conference shall be held after each observation. Any documents generated because of  
13 the observation/follow-up conference shall be given to the professional educator and not  
14 placed into his/her personnel file without his/her permission.  
15

16 If a due date for an evaluation is to be postponed, then a written tripartite (AEA, District  
17 and employee) waiver with a new due date must be agreed upon and signed prior to the  
18 original due date.  
19

20 The evaluation process for probationary and non-probationary professional educators  
21 shall be the same except for deadlines. An evaluation is completed when the evaluation  
22 conference has been held and the final evaluation document has subsequently been  
23 prepared and signed.  
24

25 Since this shall be a cooperative evaluation, both the professional educator and the  
26 evaluator should prepare all applicable information prior to their conference. Each  
27 professional educator will be given a blank copy of the Board-adopted evaluation form  
28 to be used two (2) weeks prior to the conference for his/her use. The conference will  
29 focus on a discussion of that information. The evaluation report shall contain the  
30 signatures of both the professional educator and the evaluator to indicate that both have  
31 been a part of the evaluation and that the professional educator has read the evaluation,  
32 not that he/she necessarily agrees with it. Space shall be provided on the report for the  
33 professional educator to add any comments he/she feels are relevant. A copy of the  
34 report shall be given to the professional educator. The evaluation report shall be based  
35 on previous classroom observations and other information. There should be no  
36 surprises. It shall be placed on a standard form which shall be limited to relevant  
37 information pertaining to the teaching act, personal qualities as they affect the teaching  
38 act, and professional attitudes and behavior as they relate to the teaching act. All criteria  
39 under which professional educators are evaluated shall directly relate to their  
40 professional responsibilities.  
41

42 A copy of the form(s) to be used during that school year in cooperative evaluations  
43 covered under this Section will be given to the Association President the first week of  
44 the school year. Should any change in the format of the form(s) be considered,  
45 discussion will be held with the Association President prior to use of any new form(s) in  
46 the subsequent school year.

1  
2 Should the evaluator(s) feel special help should be provided a professional educator, the  
3 professional educator in question will be counseled immediately concerning provisions  
4 for such help (see Part II D 1 b iii), and the professional educator will be advised of the  
5 provisions of Part II B and Part II D of this Agreement. The purpose of this paragraph is  
6 to provide aid for professional educators who, without such aid, might be considered for  
7 non-renewal.

8  
9 It is not the intent of this Section to supplant routine evaluations, discussions, and  
10 suggestions between supervisors and professional educators, nor does it negate the  
11 possibility of future consideration for non-renewal.

12  
13 Information from anonymous sources and/or unfounded comments shall not be included  
14 in any evaluation report of a professional educator. "Anonymous" is interpreted to mean  
15 "unknown to the evaluator and/or the professional educator."  
16

17 **E. Issues Resolution Council (I.R.C.)**

18  
19 The parties to this Agreement have established an Issues Resolution Council (I.R.C.) to  
20 promote an environment of trust and open communications. The Issues Resolution Council  
21 shall be made up of six (6) representatives of the Board and six (6) representatives of the  
22 Association, plus one (1) ex-officio representative from each party, all of whom shall have  
23 had training/experience in consensus-seeking strategies. Meeting approximately once a  
24 month (minimum of ten [10] times a year), the Issues Resolution Council's agenda may  
25 include:

- 26  
27 1. Discussion/action on requests for waivers from the terms of the Agreement;  
28  
29 2. Discussion/action on general issues or concerns, including those referenced in Part I-A  
30 of this Agreement.  
31  
32 3. Discussion/action on pre-grievance issues or concerns;  
33  
34 4. Receiving, processing and taking action (forward to the parties, return to the committee,  
35 or not approving) on Category 4 (Joint Administration/Association Committee) Reports.  
36

37 Meetings may be canceled by mutual agreement of the parties due to lack of agenda items.

38  
39 Normally on an annual basis, the Issues Resolution Council shall forward any proposed  
40 modifications to the Agreement which may include Category 4 Reports and/or any other  
41 Category 4 Reports it has approved to the AEA and the Board for final disposition.  
42

43 The Issues Resolution Council has established a sub-committee which normally handles pre-  
44 grievance issues or concerns prior to the full I.R.C. occasionally taking action on them.  
45

1 **F. Shared Decision-Making**  
2

- 3 1. The Board and the Association jointly endorse the concept of staff involvement in  
4 decision making. Such involvement should be conducted in a spirit of cooperation and  
5 with the clear focus that student learning is the most important function of a classroom,  
6 a school, and a school administrative unit.  
7

8 The parties jointly recognize that shared decision-making can foster the collegial  
9 exchange of ideas that is necessary for effective professional practice.  
10

11 At each building, a process has been established in which meaningful participation by  
12 professional educators is sought during shared decision-making. This process is to be  
13 reviewed at the beginning of each school year and can be modified at any time by  
14 following the rules contained therein. It cannot be modified unilaterally by the  
15 administration.  
16

17 Copies of all shared decision-making documents (e.g., procedure, decisions) generated  
18 by a building shall be sent to the AEA President by the Senior Building Representative.  
19

20 **2. Waiver Process in Shared Decision-Making**

21 A waiver is a written exception to (a) specific term(s) of the Agreement and has status  
22 equal to the term(s) that the waiver replaces. A waiver or a renewal of a waiver is  
23 granted by the Issues Resolution Council to a school site shared decision-making  
24 committee. The District or the Association may also request waivers on issues that are  
25 not site-based.  
26

27 A proposed waiver must specify the provision(s) in the Agreement to be waived, the  
28 nature and duration (maximum of one year) of the proposed waiver, and the professional  
29 educator(s) affected by the proposed waiver. A waiver must normally be submitted to the  
30 I.R.C. no later than the April 1 prior to the school year for which it is being requested.  
31

32 Waivers that are applicable to all the professional educators at a school site shall be  
33 signed by all members of the site's shared decision-making committee. Waivers that are  
34 applicable to some professional educators at a school site shall be signed by all those  
35 professional educators affected and by all members of the site's shared decision-making  
36 committee. Only professional educators affected by a proposed waiver shall be permitted  
37 to participate in the consensus/voting process.  
38

39 A waiver does not constitute past practice or establish precedent. A waiver shall not  
40 abrogate a professional educator's Agreement rights with regard to discipline, personnel  
41 files, layoff/recall, seniority, monetary compensation, or access to the complaint  
42 procedure. A waiver can also not abrogate the contractual rights of members of other  
43 bargaining units.  
44

45 A waiver shall not be renewed more than two (2) times. (Transitional Note: Waivers  
46 approved for the 1997-98 school year can be renewed twice.)  
47

1 All waivers that are approved shall be disseminated to each facility in which professional  
2 educators work and shall be put up on the bulletin boards that are designated for postings.

3  
4 **3. *Use of Site-Based Funds to Purchase Additional Professional Educator Time***

5 Using shared decision-making, the staff in a building can utilize site-based funds to  
6 purchase additional professional educator time on an annual basis. The deadline for  
7 such purchases for the upcoming school year shall be the day before the compilation of  
8 postings for the final Arena Staffing of the year is distributed.

9  
10 If a decision on whether to renew such a position has not been made when staffing  
11 assignments for the next year are being prepared, the professional educator holding that  
12 position will either have been laid-off or given “without an assigned position” status.  
13 Should the staff in that building, prior to the end of the current school calendar,  
14 authorize the continuation of the exact same position the professional educator  
15 currently holds for the next year, then he/she shall be reinstated to that position without  
16 it being posted, provided that this would not be in conflict with the seniority-based  
17 recall provisions of the Agreement.

PART III – TEACHING OBLIGATIONS AND CONDITIONS

1  
2  
3 **A. Membership In Private Organizations**  
4

5 Membership in private organizations shall not be required as a condition of employment.  
6

7 **B. Physical Exam And X-Ray**  
8

9 Every professional educator new to the Appleton Area School District shall be given a  
10 physical examination and x-ray (or a TB skin test) as a condition of employment. Such  
11 examination and x-ray shall be given without cost to the professional educator if the  
12 examination is performed by one of a panel of doctors selected by the Board and if the x-ray  
13 is taken at an area institution specified by the Board. The Board will pay an amount not to  
14 exceed the cost applicable to the panel doctor's charge should a professional educator prefer  
15 to have the examination made by a doctor not on the panel.  
16

17 **C. Hepatitis B Immunization**  
18

19 The AEA will recommend to professional educators who have been specifically requested  
20 by the District to obtain Hepatitis B immunization that they check with their personal  
21 physicians about the medical advisability of going through the immunization procedure. If a  
22 professional educator does not have a medical risk, the AEA will recommend that he/she go  
23 through the procedure. If a professional educator's personal physician believes that there is  
24 a medical risk, provisions of Part III E, Safety and Health, shall apply.  
25

26 In instances where the District has specifically requested that a professional educator obtain  
27 Hepatitis B immunization, the District shall pay all associated costs, including the initial  
28 visit to the doctor mentioned in the immediately preceding paragraph, not paid by the  
29 District's health insurance plan, so long as the immunization is performed by a District-  
30 approved facility/medical source. The Board will pay an amount not to exceed the cost  
31 applicable to the cost of the District-approved facility/medical source toward the total costs  
32 of the immunization should a professional educator prefer to have the immunization done at  
33 some other facility/medical source.  
34

35 The District shall not require any professional educator to obtain Hepatitis B immunization  
36 nor to sign any waiver form (e.g., Agreement to Indemnify and Hold Harmless) concerning  
37 not obtaining Hepatitis B immunization. However, a professional educator specifically  
38 requested by the District to obtain Hepatitis B immunization does need to sign the  
39 Declination form provided by the District if he/she chooses not to do so.  
40

41 **D. Class Size**  
42

43 The parties recognize that optimum teaching and learning conditions are greatly affected by  
44 having a workable class size. Recommendations of the Department of Public Instruction  
45 regarding class size for the various grades and subjects are accepted as desirable goals that  
46 should be sought after, insofar as facilities and personnel permit.

1 In accepting this principle, however, the parties recognize that from time to time there will  
2 be situations of temporary imbalance resulting in slight overflow. In addition, it is  
3 recognized that these recommendations apply to traditional classroom teaching situations  
4 and they may not be applicable where new teaching techniques and changes in means and  
5 methods of instruction are involved.

6  
7 **E. Safety And Health**

8  
9 In the interest of safety, elective courses in Science, Technical Education and Family and  
10 Consumer Education will be limited in enrollment for each individual class to the number of  
11 stations available in each room, unless otherwise agreed by the professional educator in a  
12 meeting with the principal and a building representative from that building.

13  
14 The District will continue to make every reasonable effort to provide and maintain safe  
15 working conditions. The Association will cooperate in these efforts and encourage  
16 professional educators to work in a safe manner. Should a professional educator become  
17 aware of conditions which he/she considers to be unsafe or hazardous, the situation is to be  
18 immediately reported to his/her immediate administrative supervisor so that an immediate  
19 investigation can be conducted and appropriate changes recommended.

20  
21 Reasonable efforts shall be made to meet the medically certified inability of a professional  
22 educator to perform his/her regularly assigned tasks. A second medical opinion may be  
23 obtained by the District's medical consultant. Should the two medical opinions differ, the  
24 opinion of a third physician chosen by mutual agreement of the professional educator's  
25 physician and the Board's medical consultant shall take precedence. These procedures shall  
26 not, however, abrogate the statutory rights of either party.

27  
28 **F. Emergency Closing Of Schools**

29  
30 As a general rule, public schools will be open in times of inclement weather for instruction  
31 to those pupils who find it possible to attend. If the schools are closed because of an act of  
32 God, snow, storm, power failure or any other reason, and if the day(s) must be made up so  
33 that the District's state aids will not be adversely affected, the school calendar will be  
34 extended for this day(s) without addition compensation. If the schools are closed as  
35 described above, professional educators need not be in the buildings. In addition, if the  
36 schools have a late starting time, are dismissed early, or are closed and the time/day(s) are  
37 not required to be made up, professional educators need not be in the buildings and shall  
38 suffer no loss of compensation as a result. If extended, the make-up day(s) shall be  
39 mutually agreed to by the parties.

40  
41 If the schools are closed for a full day and this day is not required to be made up, a  
42 professional educator shall not have the absence, including a scheduled personal day,  
43 charged against him/her provided that it is not part of an absence of five (5) or more  
44 consecutive work days. If it is part of such an absence, then he/she shall be charged for it.  
45

1 If the schools are closed for a fraction of a day and this fraction is not required to be made  
2 up, a professional educator who is absent for the full day shall be charged for the full day.  
3

4 Except for unusual situations, only one individual (the professional educator, his/her  
5 replacement, or his/her substitute) is normally paid for a given work day.  
6

7 **G. School Day**  
8

9 The school day is considered to be that time during which the students of the District are in  
10 regular session for classes or are otherwise involved in related school functions and  
11 activities. Deviations from the time schedule now in effect will be made only after  
12 negotiations with the Association. Classes taught outside the time schedule now in effect  
13 will be on a voluntary basis with arrangements made between the building principal(s) and  
14 the professional educator(s) in question for the total time schedule and load. A written  
15 tripartite (AEA, District, employee) waiver must also be agreed upon and signed prior to  
16 implementation.  
17

18 **H. Staff Development**  
19

20 (NOTE: Scheduling is contingent on a 180-day alternative compliance letter from the DPI.  
21 Should such not be issued in the future, then scheduling shall change to the extent necessary  
22 to comply with the 180-day requirement.)  
23

24 The instructional day has been adjusted to accommodate the equivalent of nine (9) one-half  
25 (1/2) days for District/building goal-driven shared decision-making/interactive  
26 planning/staff development time leading to the improvement of instruction. This could  
27 include time for faculty meetings, curriculum meetings, and department meetings that meet  
28 this criteria.  
29

30 If any of the time falls outside the contractual obligations of a professional educator who is  
31 part-time, then he/she does not have to attend. He/she may do so voluntarily.  
32 Compensatory time for attendance will be approved.  
33

34 A professional staff development plan designed to meet the needs of individuals or  
35 curriculum areas in each school shall be annually established. The plan shall be developed  
36 through consensus of the support staff, instructional staff, administrative staff and other  
37 appropriate staff in the building. Up to three (3) hours each year of staff development  
38 activities which support District/curriculum area level goals shall be planned by  
39 supervisors/curriculum area specialists and appropriate staff utilizing the shared decision-  
40 making process.  
41

42 At least three (3) weeks prior to a staff development session, the building staff development  
43 committee will distribute agendas and details for the session to all building staff.  
44 Professional educators who travel will choose which building's (from those to which they  
45 are assigned) activities they will attend. (As a courtesy, each of your assigned buildings  
46 should be notified of your attendance decision.)

1 The District will publicize a list of all staff development activities in the District at least two  
2 (2) weeks in advance of the session. The list shall include a mutually agreeable starting and  
3 ending time for each level (elementary, middle and senior high).  
4

5 If a professional educator does not believe that he/she is able to make a contribution to the  
6 activity(ies) or gain or grow from the activity(ies) publicized by the building staff  
7 development committee, he/she may develop with professional educators from his/her  
8 department/building or other departments/buildings other activities keeping within the  
9 guidelines for staff development time. A professional educator who chooses this option will  
10 notify the staff development committee in his/her building of the alternative activity(ies)  
11 he/she will be doing. This option is not available for the session (normally in November)  
12 which is devoted to District staff development activities.  
13

14 I. **Work Day**  
15

16 Because of the professional approach to this Agreement, a work day with specific hours has  
17 not been established. (NOTE: The changes in 1a, 1c, 2a, 2g and 4 do not represent any  
18 change in philosophy.)  
19

20 1. *Senior High School*  
21

22 a. The normal day shall be divided into eight (8) periods for instructional purposes  
23 and potentially one (1) homeroom period with a minimum of five (5) minutes of  
24 passing time between each period. The instructional periods shall be a maximum  
25 of fifty (50) minutes in length exclusive of time set aside for announcements  
26 (maximum of ten (10) minutes per day). An exception to the above has been  
27 agreed upon by the AEA and the District. This exception is contained in  
28 Appendix B, #2.  
29

30 b. The work load may be no more than the equivalent of five (5) year-long teaching  
31 assignments, plus:  
32

33 (1) Homeroom;

34 (2) Two (2) of the following or one (1) of the following for double the time:  
35

36 (a) Study hall supervision for one (1) semester;  
37

38 (b) General supervision for one (1) semester;  
39

40 (c) Special tutoring for one (1) semester;  
41

42 (d) Such other equivalent supervisory assignment as the principal and  
43 the professional educator jointly agree to in writing prior to the  
44 initial performance of such assignment.  
45  
46

1 Supervisory assignments shall not include clerical/secretarial work (e.g.,  
2 collecting absence and tardy slips, answering phones and filing in the school  
3 office, shelving or checking out books in the IMC).  
4

5 The District shall make reasonable efforts to not schedule a first and eighth hour  
6 class for each professional educator who is a classroom teacher.  
7

8 c. The normal day for instructional purposes shall be from 7:40 a.m. until 3:10 p.m.  
9 However, in order to allow for flexibility without having to submit a waiver, a  
10 building may start as early as 7:29 and/or end as late as 3:20 p.m., provided that  
11 the total time students are in school for instructional purposes (395 minutes not  
12 counting one period for lunch and one passing time) and professional educators'  
13 maximum workload times (b above) are not changed. To implement such a  
14 change in the normal day for instructional purposes, either the staff shall reach  
15 consensus (as defined by that site's shared decision-making format) and receive  
16 the approval of the principal, or the principal, only if a change is necessary to  
17 minimize bussing costs, may decide. Should either not take place, then the  
18 parameters of the normal work day for instructional purposes shall be unchanged.  
19 Starting/Ending times for an individual professional educator may be moved  
20 forward/backward only with the collective written agreement of the professional  
21 educator involved, the Association President and the Director of Human  
22 Resources.  
23

24 d. A professional educator shall have duty-free lunch time equal to one (1) class  
25 period. Deviations from the length of a normal class period shall be kept to a  
26 minimum and, in no event, shall the professional educator's duty-free lunch time  
27 be less than thirty (30) continuous minutes. Such lunch time shall be scheduled  
28 during fourth, fifth or sixth period. Lunch time can be scheduled partially/fully  
29 outside the above time frame only with the prior written agreement of the  
30 professional educator involved and the AEA President (for exceptions, see  
31 Appendix B, #1).  
32

33 2. *Middle School*  
34

- 35 a. The normal day for instructional purposes shall be six (6) hours and thirty-seven  
36 (37) minutes which includes passing time between class periods.  
37
- 38 b. All professional educators shall have no more than 230 minutes of teaching  
39 assignments nor more than five (5) teaching assignments in a normal day.  
40
- 41 c. All full-time professional educators will also be assigned up to forty-four (44)  
42 minutes of student supervisory contact time (e.g., Resource, Eagle Time, Wildcat,  
43 Student Advisory Program, Homeroom, etc.) in a normal day. This time shall be  
44 professional educator-directed and shall not require any additional preparation on  
45 the part of the professional educator.  
46

1 Professional educators who work part-time in a building shall be given  
2 supervisory assignments equal to their percentage of contract. (NOTE: Some  
3 professional educators in this category may not be given such an assignment due  
4 to their being out of the building when the student supervisory contact time takes  
5 place.)  
6

7 With respect to the Student Advisory Program, its goal is to create a consistent  
8 climate for the personal, social and intellectual development of students. Each  
9 student will be assigned to a professional staff member and all professional  
10 educators will have advisory responsibilities unless otherwise determined by  
11 consensus of the entire professional staff. Advisory responsibilities will be driven  
12 by student needs and issues, and the format of the Program will be one of  
13 discussion, not presentation. Shared decision-making through professional staff  
14 consensus at each site will establish the method of implementation of the  
15 Program.  
16

- 17 d. A team is defined as an interdisciplinary unit of professional educators who work  
18 with a common group of students with one purpose being the integration of  
19 curriculum. Provided that any decisions are in compliance with DPI rules, there  
20 should be mutual agreement among team members as to who is responsible for  
21 each curriculum area in order to meet student needs and curricular requirements.  
22 When possible, professional educators on a team should have a common planning  
23 period.  
24

25 A professional educator can be assigned to a team in the scheduling process by  
26 following the appropriate contractual provisions. Provided that a decision does  
27 not conflict with other contractual provisions, the formation of a team should be  
28 by consensus of the potential team members and the building administration.  
29 Factors impacting the consensus process may include but are not limited to  
30 program and enrollment considerations and certifications. If consensus is not  
31 achieved, then the decision shall be based on seniority.  
32

33 Each team will, by consensus, designate a team leader(s) and define the leadership  
34 role(s) and responsibilities. There will be no stipend for team leaders.  
35

- 36 e. Middle schools will be staffed by following the appropriate contractual  
37 provisions. Postings will contain the classes to which an applicant will be  
38 assigned and shall be filled as follows:  
39

40 1) Non-core instructional positions  
41

42 DPI certification rules and interpretations shall be used.

- 1  
2 2) Assignments (e.g., Student Assistance Program, Study Skills, Community  
3 Service) for which no specific certification is needed

4  
5 Can be awarded to elementary generalists or secondary specialists.  
6

- 7 3) Core (communication arts, mathematics, science and social studies)  
8 instructional positions

9  
10 a) At the Seventh Grade Level: Can be awarded to elementary generalists or  
11 secondary specialists.  
12

13 b) At the Eighth Grade Level: Can be awarded to elementary generalists who  
14 have previous experience within the past five (5) years or who have a  
15 minimum of twelve (12) credits in the subject area excluding methods  
16 courses. Can also be awarded to secondary specialists. (NOTE: The lack  
17 of both alternate requirements shall not cause the layoff nor delay the recall  
18 of a professional educator certified as an elementary generalist.)  
19

20 Provided that DPI rules permit and a decision does not conflict with other contractual  
21 provisions, courses should be assigned, via a shared decision-making process at the  
22 site, by attempting to match the needs of the students to the preparation and expertise  
23 of the professional educators.  
24

25 f. Each middle school student will be provided opportunities and encouragement to  
26 explore areas of special interest to him/her. These opportunities could be provided  
27 within regular course content, with elective noncredit courses voluntarily taught by  
28 professional educators during resource time, or other activities outside of the normal  
29 instructional day. Community service supervision or other student activities outside  
30 the normal instructional day shall be voluntary on the part of professional educators.  
31

32 g. The normal day for instructional purposes shall be from 7:50 a.m. to 3:19 p.m. with  
33 duty-free lunch extending from 11:59 a.m. to 12:51 p.m. However, in order to allow  
34 for flexibility without having to submit a waiver, a building may start as early as 7:45  
35 a.m. and/or end as late as 3:30 p.m., provided that the total time students are in school  
36 for instructional purposes (as defined by the DPI) equals six (6) hours and thirty-  
37 seven (37) minutes and professional educators' maximum workload times (b and c  
38 above) are not changed. The lunch period for teachers may also be modified  
39 provided that it is no less than thirty (30) consecutive duty-free minutes and the total  
40 amount of time for a school day (6 hours, 37 minutes) is not exceeded. To implement  
41 such a change in the normal day for instructional purposes, the staff shall reach  
42 consensus (as defined by that site's shared decision-making format) and receive the  
43 approval of the principal. Should either not take place, then the parameters of the  
44 normal work day for instructional purposes shall be unchanged. Starting/Ending  
45 times for an individual professional educator may be moved forward/backward only

1 with the collective written agreement of the professional educator involved, the  
2 Association President and the Director of Human Resources.

3  
4 3. *Senior High School and Middle School Supervisory Credit Elimination*  
5

6 The supervisory credit, which professional educators having paid co-curricular  
7 assignments received in 1987-88 and prior years, has been eliminated.

8  
9 Elimination of the supervisory credit shall not cause, directly or indirectly, the partial or  
10 full layoff of any bargaining unit member in educational assistant, secretarial/clerical or  
11 professional educator bargaining units.

12  
13 The lack of any such supervisory assignments shall not impact negatively on the  
14 individual contract of any professional educator.

15  
16 Professional educators shall not be assigned to supervisory duties solely to fill up their  
17 schedules.

18  
19 4. *Elementary School*  
20

21 a. Grades 1-6 and Full Day Kindergarten  
22

23 (1) The normal day for instructional purposes shall be from 8:27 a.m. to 3:16 p.m.  
24 with duty-free lunch extending from 11:32 a.m. to 12:07 p.m. (classes start at  
25 12:12 p.m.).

26  
27 (2) The common lunch period for professional educators may be modified into two  
28 (2) overlapping lunch periods. The length of a lunch period shall remain the  
29 same, but a period could start up to 15 minutes earlier or end up to 15 minutes  
30 later than the above times. To implement such a change, the staff shall reach  
31 consensus (as defined by that site's shared decision-making format) and receive  
32 the approval of the principal. Should either not take place, then the parameters  
33 of the normal lunch period for professional educators shall be unchanged.

34  
35 (3) Starting/Ending times for an individual professional educator may be moved  
36 forward/backward only with the collective written agreement of the professional  
37 educator involved, the Association President and the Director of Human  
38 Resources.

39  
40 (4) The work load in a normal five (5) day work week for each professional educator  
41 shall be less than or equal to a maximum of 1,525 minutes of assigned pupil  
42 contact time (instruction and supervision) based upon a 1,845 minute work week.  
43 Compliance shall be measured on a weekly basis. In measuring compliance,  
44 minutes that students spend with Media Specialists, Guidance Counselors, or as a  
45 result of shared decisions to use site-based funds to purchase additional staff time  
46 shall not be counted as part of a professional educator's preparation time. The  
47 passing time to lunch (11:27-11:32) counts as assigned pupil contact time for all

1 professional educators, although the intent is not to change the practice in the  
2 buildings regarding such professional educator supervision.

- 3  
4 (5) Preparation time for each professional educator shall be scheduled during the  
5 student instructional day in blocks of at least thirty (30) continuous minutes  
6 except for situations in which the preparation time is because one's students are  
7 at recess.  
8

9 b. Early Childhood and Half-Day Kindergarten

10  
11 The normal day for instructional purposes shall be from 8:27 a.m. to 3:16 p.m. with duty-  
12 free lunch and thirty (30) minutes of preparation time extending from 11:03 a.m. to 12:39  
13 p.m.  
14

15 In a normal five (5) day work week, the District shall provide each professional educator  
16 with a minimum of sixty (60) minutes of preparation time during the student  
17 instructional day. This preparation time shall be scheduled in blocks of at least thirty  
18 (30) continuous minutes and is in addition to the one hundred fifty (150) minutes  
19 referenced in paragraph one.  
20

21 5. *M-Team Staffings and I.E.P. Meetings and Section 504 Meetings*

22  
23 When professional educators are required by the administration to be present at M-Team  
24 staffings or I.E.P. meetings or Section 504 meetings, such will not conflict with a  
25 preparation time nor extend beyond the regular school day unless a deviation from this  
26 practice is agreeable to the professional educator(s) involved. If sufficient time is not  
27 available within the regular daily schedule, the Board will arrange for a substitute to  
28 cover the professional educator (s)' classes during M-Team staffings or I.E.P. meetings  
29 or Section 504 meetings.  
30

31 The parties strongly encourage those that schedule M-Team staffings, I.E.P. meetings,  
32 and/or Section 504 meetings to not schedule them during the lunch hours of any  
33 professional educators who should participate in the staffing/meeting. Attendance will be  
34 voluntary for any such meetings that are scheduled.  
35

36 Provisions of Appendix A<sup>4</sup> shall apply for professional service before or after the regular  
37 school day. The regular school day, for purposes of this item, is considered to extend  
38 from fifteen minutes prior to the start of the student instructional day to fifteen minutes  
39 following the end of the student instructional day. The same provisions shall also apply  
40 for professional service during one's preparation and/or lunch time if this time frame  
41 was necessary because of the requirements of non-district participants and was agreeable  
42 to the professional educators involved.  
43

44 6. *Traveling Professional Educators*

- 45  
46 a. Professional educators will be assigned to traveling duties provided they are  
47 qualified to perform the work. The assignment(s) shall be given to the most senior

1 volunteer(s). If there are not enough volunteers, the assignment(s) shall be given to  
2 the least senior professional educator(s). Prior to starting a new school year  
3 assignment, a professional educator who no longer desires to travel has the right to  
4 change all of his/her position with one non-traveling professional educator provided  
5 that the following conditions are met: (1) both positions are equal in percentage of  
6 individual contracts; (2) both are certified for each position; (3) the non-traveling  
7 professional educator is the least senior professional educator assigned to the  
8 certification(s) involved in the exchange.  
9

10 The District shall endeavor to minimize the number of professional educators who  
11 are assigned traveling duties.  
12

- 13 b. Except as specifically detailed in Part IV – B4, travel time will not be charged  
14 against a professional educator’s duty-free lunch period nor against his/her  
15 preparation time.  
16

17 **7. Non-Classroom Professional Educators**  
18

19 Professional educators who are not classroom teachers shall have appropriate breaks and  
20 shall not have a longer workday (greater number of hours) than that of a classroom  
21 teacher.  
22

23 **J. Additional Professional Responsibilities**  
24

25 The parties recognize that professional educators have obligations extending beyond the  
26 face-to-face contact of classroom instruction. In addition to the work assignments as noted  
27 in Part III G through Part III I, every professional educator is expected to meet the normal  
28 obligations of a member of the teaching profession including, but not necessarily limited to,  
29 departmental and building meetings, curriculum involvement, one building open house for  
30 parents, normal student supervision within the student day, special help and/or meetings  
31 with students and parents, conferences (including those listed below), student and related  
32 District records, and progress reporting. Such responsibilities are a part of the regular work  
33 day and year and shall receive additional compensation only as noted in Appendix A<sup>4</sup>.  
34 Professional educators who travel shall not be expected to participate in additional  
35 responsibilities beyond those of a professional educator who is assigned to only one school.  
36

37 The objective of this Agreement is to grant the greatest possible degree of autonomy to  
38 professional educators consistent with the responsibilities listed above. Professional  
39 educators are expected to exercise reasonable and prudent independent professional  
40 judgment in making the decisions necessary to fulfill their professional responsibilities.  
41

42 Educators expect to be treated as professionals with professional responsibilities and  
43 inattention by either party to the professional rights and responsibilities set forth in this  
44 Agreement may result in open dialogue between the individuals involved and, if this is  
45 unsuccessful, utilization of the complaint or discipline procedures.  
46

1. *Parent-Professional Educator Conferences*

When deemed necessary and appropriate by a professional educator, he/she shall schedule an individual conference regarding a student's status and performance with the student's parent(s)/guardian(s). The student, appropriate administration and other staff may be included in the conference. Whenever practical, such conference shall be scheduled during regular school hours.

In addition to the above, all professional educators are responsible for scheduled general parent-professional educator conferences. Such general conferences shall be scheduled with the following parameters and conditions:

- a. The conference schedule for a school year shall consist of six (6) sessions at the elementary [K-6] and middle school levels and four (4) sessions at the high school level.

Half-day Kindergarten and Early Childhood shall follow the elementary schedule and have an additional two (2) sessions during the day each semester (total of ten [10] sessions per year). See Appendix B, #4 for exceptions.

- b. For each level (elementary [K-6], middle school, high school) and for each semester, the AEA/AASD Calendar Committee shall schedule a different morning or afternoon on which such conferences may be scheduled for a period of three (3) hours. If students are to attend school on that day, the conferences shall be scheduled for the afternoon and the total work time in the day shall be equal to that of a normal day.

The above shall be completed for the upcoming school year prior to winter break. If a mutually agreeable decision cannot be reached, the schedule shall match to the extent possible that of the current school year.

- c. Each site shall decide if it wishes to schedule all evening conferences in the first and/or second semester of the upcoming school year. Eighty percent (80%) or more of the professional educators at a site must choose to do so.

After the above decision has been made, each site, using its shared decision-making process, shall select the following number of evening(s) in each semester on which such conferences will be scheduled for a maximum length of 2-1/4 hours:

Elementary [K-6]	→	2	(3 if no day conferences)
Middle School	→	2	(3 if no day conferences) [see Appendix B, #3 for variations]
High School	→	1	(2 if no day conferences)

1 Evening conferences can be scheduled in the same week that day conferences  
2 may be held or the week before or after. Schools in the same cluster should  
3 communicate with each other to minimize the possibility of the same evening(s)  
4 being selected for different levels.

5  
6 The above shall be completed for the upcoming school year prior to the end of  
7 February.

- 8  
9 d. The Committee shall schedule compensatory time for the evening conferences at  
10 each level with ½ work day being given for each such session.

11  
12 If a site has chosen to have all evening conferences in the first and/or second  
13 semester, the professional educators at the site should be aware that the  
14 compensatory time for the extra evening will normally be scheduled during the  
15 designated day conference slot. However, if all sites at a level have chosen this  
16 option, the Committee will consider other alternatives that may be more  
17 appropriate.

- 18  
19 e. When selecting the date(s) on which day conferences can be scheduled and on  
20 which compensatory time is to be given, the Committee shall attempt to configure  
21 them with other scheduled activities so that district/level-wide non-student contact  
22 days are created and state statutes/DPI regulations are satisfied.

- 23  
24 f. Elementary (Early Childhood and K-6): Specialists, librarians, guidance  
25 counselors, etc. shall have the same time schedule during conference weeks as  
26 regular classroom teachers.

27  
28 As long as professional educators with specific students assigned to their  
29 classrooms have notified parents regarding the availability of conference times  
30 and have scheduled parents into specific slots for conference appointments, then  
31 those professional educators have the flexibility to leave the building when  
32 conference obligations have been met. Parents shall not be inconvenienced to  
33 accommodate a teacher's desired schedule, nor shall teachers be purposely  
34 scheduled to keep them on site for the entire time. The building sign-out  
35 procedure should be followed if a professional educator will not be in the building  
36 for any portion of those pre-determined hours.

37  
38 If other professional educators (e.g., resource, TAG, LMC, guidance,  
39 psychologists, social workers, nurses, other EEN) have followed the same  
40 procedure as classroom teachers by notifying parents of their availability and  
41 requesting parents to schedule specific times for conference appointments, then  
42 the same flexibility exists for them as well. If, however, these professional  
43 educators have informed parents that they will be available at school sites on  
44 specific days or evenings for "drop-in" conferences, then these professional  
45 educators shall remain for the full time set aside.

1 If the number of conferences a professional educator has (including “no-shows”)  
2 exceeds the number of time slots available (e.g., 1-6 has 30 [day + 2 evenings] or  
3 27 [3 evenings]), he/she should work with his/her principal to obtain mutually  
4 acceptable compensation for the additional time needed. Alternatives can include  
5 hiring a substitute and holding the conferences during the work day (non-prep  
6 time portion) or holding the conferences outside the normal work day and  
7 receiving compensatory time/additional pay at the professional services rate. If  
8 there is no agreement, then the compensation shall be in the form of pay.  
9

10 All parents have rights to equal access of information regarding their children.  
11 Therefore, if parents wish to have that information and need or desire a separate  
12 individual time slot from their spouse or ex-spouse to obtain that information,  
13 professional educators have an obligation to make it available to them. If multiple  
14 conferences for a child(ren) cause a professional educator to exceed the number of  
15 time slots available, then the above provisions take effect.  
16

17 **g. *Half-Day Kindergarten Parent/Teacher Conferences***

18  
19 If half-day kindergarten classes alone happen to fall short of the 175-day state  
20 minimum, half-day kindergarten teachers shall not be expected to make up the  
21 time without additional compensation. The District is in agreement with this  
22 concept, but would look to providing substitutes to teach in place of the half-day  
23 kindergarten teacher(s) while such conferences are held.  
24

25 **h. *Absence from Night Conferences:***

- 26  
27 (1) Professional educators who are excused by their immediate administrative  
28 supervisor from attendance at such night conferences (e.g., a coaching  
29 conflict, a night class) shall be entitled to the compensatory time-off provided  
30 that they contact all parents who made such a request and schedule a  
31 mutually agreeable time for a conference for any parents who would like one.  
32  
33 (2) Professional educators who are absent from such night conferences due to a  
34 paid leave listed in Part IV – Section E 2 or 3 of the Agreement shall also be  
35 entitled to the compensatory time-off subject to the same provisions as in (1)  
36 above, except in situations covered in (3) below. Absence from such night  
37 conferences shall not result in a charge to any leave time for these  
38 professional educators.  
39  
40 (3) A professional educator who notifies Substitute Service that he/she will be  
41 using a personal day not subject to permission of the Director of Human  
42 Resources on the day of the previously scheduled night conferences shall not  
43 be entitled to compensatory time-off if he/she is absent from such night  
44 conferences. He/she shall also contact all parents who made such a request  
45 and schedule a mutually agreeable time for a conference for any parent(s)  
46 who would like one.

1  
2       **2. Elementary Progress Reports**  
3

4           Two (2) half days for teachers of students in grades K-6 and two (2) additional half days  
5           for teachers of students in half-day kindergarten and early childhood may be set aside for  
6           the preparation of progress reports by them.  
7

8       **3. Meetings**  
9

10          For all meetings (e.g., building faculty meetings, department meetings, curriculum  
11          meetings, site-based decision-making meetings), the practice in the District shall be:

- 12
- 13       a. To distribute, prior to the meeting, a published agenda of important items to be  
14       discussed at the meeting;
  - 15
  - 16       b. To distribute, in a timely manner, a published report of important decisions made at  
17       the meeting to appropriate staff.  
18

19          Ongoing training will take place within the District so that meetings become more  
20          effective and productive.  
21

22       **K. Access To Individual Education Plans**  
23

24          Professional educators providing services to an exceptional educational needs (EEN) student  
25          shall have consistent access to his/her individual education plan (I.E.P.) which is maintained  
26          in his/her cumulative record file.  
27

28       **L. Disorderly Student Policy**  
29

30          Misbehavior of a student that presents a physical threat to a professional educator's safety,  
31          when documented by the professional educator to the building principal, will be cause for  
32          the immediate removal of the student until such time as an investigation can be held to  
33          review the situation. If the investigation supports the contention(s) of the professional  
34          educator and the student is returned to the same classroom, it shall be only after the  
35          professional educator is provided by the administration with a written report outlining  
36          corrective measures to be taken. If the student is assigned to another classroom in the same  
37          or a different building, the receiving professional educator(s) shall be apprised of the total  
38          situation.  
39

40       **M. Professional Growth Of Professional Educators**  
41

42          Professional educators are encouraged to attend college and university credit courses and  
43          other staff development opportunities. The salary schedule of the District is intended as an  
44          incentive for such professional growth.  
45

46          Sponsors of activities or experiences within the District which could reasonably qualify as  
47          an equivalency credit program shall be encouraged to obtain District assistance in

1 completing an "Agency Application for Preapproved Equivalency Credit Program" form so  
2 it can be submitted sufficiently in advance to receive credits.  
3

4 **N. Reporting Absences**  
5

6 The professional educator must fill out a report for each absence, regardless of the reason,  
7 and submit it to the Payroll Department. When a professional educator is ill, use of the  
8 phrase "personal illness" shall be sufficient information to properly code the absence form.  
9 For all other situations, a specific reason is required on the form for each absence. If a  
10 professional educator is going to be docked pay for an absence, he/she will be given written  
11 notification with a specific reason for the dock along with the paycheck on which the dock  
12 was made. Such dock of pay will normally be made no later than the second pay day and, in  
13 no event, later than the third pay day after receipt by the Payroll Department of the absence  
14 blank.  
15

16 **O. School Calendar**  
17

18 Attached as Appendix C<sup>1</sup> and Appendix C<sup>2</sup>.  
19

20 When school calendars are established, the parties shall utilize "Arbitrary Days" to equalize  
21 to the extent possible the number of Mondays, Tuesdays, Wednesdays, Thursdays and  
22 Fridays on which students attend school.  
23

24 **P. Release From Contract**  
25

26 Any professional educator requesting to be released from his/her contract without good  
27 reason after the July 15<sup>th</sup> following the issuance of a contract shall be required to forfeit/pay  
28 \$500.00 as liquidated damages. However, if a professional educator requests to be released  
29 from his/her contract at the end of the first semester and has given the Human Resources  
30 Office at least six (6) weeks notice, then he/she shall not be required to forfeit/pay any  
31 liquidated damages.  
32

33 The formal release from his/her contract shall be effective only after the professional  
34 educator gives written authorization to the District to deduct the liquidated damages from  
35 salary due him/her or the District receives payment for the liquidated damages.  
36

37 "Good Reason" shall include physical or mental incapacity to do the work, serious illness or  
38 death in the immediate family, spouse taking a job in another area where it would be  
39 impractical for the professional educator to fulfill his/her contract, or for similar hardship  
40 situations.  
41

42 **Q. Professional Educator Files**  
43

44 The Board and the Association endorse the spirit and intent of statutes and rulings regarding  
45 open files and confidentiality of records. A professional educator shall be given notification  
46 should any writing be placed in his/her official file regarding actions or inactions of that

1 professional educator connected with his/her position, but not including such things as grade  
2 reports, transcripts, regular professional educator evaluations and routine communications  
3 on which the professional educator has been copied or has been a communicant. In  
4 addition, the professional educator shall have the right to answer, in writing, any material in  
5 his/her official file and the answer will be reviewed by the Director of Human Resources  
6 and attached to the item if the item is refiled. Only items in the official file at the AASD  
7 Administrative Center shall have a bearing upon a professional educator's employment  
8 status.  
9

10 **R. Utilization Of Other Related Personnel**

- 11
- 12 1. When available, qualified substitutes shall be secured to replace all absent certified  
13 professional educators and educational assistants, except when otherwise specifically  
14 requested by the teaching and administrative staff of the building in question.  
15
  - 16 2. Educational Assistants will not be hired or assigned for the purpose of replacing a  
17 professional educator in the basic performance of the instructional act.  
18
  - 19 3. Educational Assistant time shall not be reduced below 1988-89 final allotments even if  
20 educational assistants are no longer the only staff to be assigned to recess duty.  
21

**PART IV – FRINGE BENEFITS AND WAGES**

1  
2  
3  
4 Except as otherwise specifically provided herein, professional educators who are part-time shall  
5 receive a pro rata application of economic benefits and all of the other rights and responsibilities  
6 of the Agreement. Part-timers who received full economic benefits of the Agreement under  
7 previously negotiated Agreements shall continue to receive full economic benefits of the  
8 Agreement as long as they continue to be employed in the District without interruption of  
9 service.

10  
11 **A. Salary Payment Plan**

12  
13 When signing an individual contract for the school year, a professional educator will indicate  
14 whether he/she wishes payment over a period of ten (10) months from September 15 through  
15 June 30, or over a period of twelve (12) months from September 15 through August 31. In  
16 cases of emergency, professional educators who opt for twenty-four (24) payments may get  
17 the last six (6) payments in accordance with past practice.

18  
19 The annual salary is the total amount of each professional educator's contract. Except in the  
20 case of professional educators hired for less than a full school year, the daily salary is arrived  
21 at by dividing the contract salary by 185 days. Payments will be made in regular installments  
22 on the 15<sup>th</sup> and last day of each month. If a regular pay day falls on a weekend or a legal  
23 holiday, payment shall be made on the last District work day preceding the regular pay day in  
24 question.

25  
26 In case a professional educator is unable to complete the year's work, the professional  
27 educator shall notify the Payroll Department at least three (3) weeks before the last payment  
28 of salary in order that the proper adjustment may be made in the final salary payment.

29  
30 All professional educators will be enrolled in the District's direct deposit program (checkless  
31 payroll system). Such program shall be administered without any charge to the professional  
32 educators. A professional educator shall be able to designate any State of Wisconsin  
33 financial institution covered by FDIC or FSLIC for receipt of his/her direct deposit funds.

34  
35 **B. Travel Allowance**

36  
37 1. Professional educators who are required to travel on a regular basis between two or more  
38 buildings during the work day and regular school year shall receive a monthly travel  
39 allowance payable October 1 through June 1, inclusive. Monthly travel stipends shall be  
40 calculated by use of standard forms (see Memorandum of Understanding).

41  
42 2. District department heads (e.g., Family and Consumer Education, Foreign Language,  
43 Physical Education/Health) shall be reimbursed at the rate of \$.31 (\$.325 for calendar  
44 year 2000) per mile for travel related to their positions. This figure shall be adjusted to  
45 match the new IRS mileage rate with the first regular Accounts Payable end of month  
46 payment immediately following the IRS effective date.

1  
2 3. Professional educators who travel on an irregular basis and who receive prior approval  
3 of their immediate administrative supervisor shall be reimbursed at the rate of \$.31  
4 (\$.325 for calendar year 2000) per mile. This figure shall be adjusted to match the new  
5 IRS mileage rate with the first regular Accounts Payable end of month payment  
6 immediately following the IRS effective date. This sub-section is intended to cover such  
7 things as transporting equipment from one building to another, trips to stores for the  
8 purchase of equipment/supplies, travel to conferences/conventions/workshops.  
9

10 4. a. In lieu of the former supervisory credit, professional educators teaching partly or  
11 fully at the secondary (7-12) level shall receive an additional annual stipend that  
12 is identified in Appendix A<sup>4</sup>. Such amount shall be prorated and added to  
13 professional educators' checks beginning September 30. Part-timers affected by  
14 the above shall receive prorated amounts as they will have prorated supervision.  
15

16 The stipends referenced in the first paragraph shall be paid to all professional  
17 educators teaching partly or fully at the secondary (7-12) level who travel as  
18 specified above. Such travel may occur during one's preparation and/or lunch  
19 time. However, if a professional educator does not wish to have a supervisory  
20 assignment, then he/she shall notify his immediate administrative supervisor in  
21 writing and the payment of the stipend shall be waived.  
22

23 When calculating the amount payable to a professional educator, the formula(s)  
24 is/are only applied to the day(s) on which one has a secondary (7-12) supervisory  
25 assignment. Supervisory activities done at a time other than the norm qualify for  
26 purposes of applying the formula(s) to a professional educator's schedule.  
27

28 Regardless of whether one travels, a professional educator who is part-time may  
29 volunteer for additional supervisory assignments beyond his/her contractual  
30 obligations. The amount payable for any such assignments shall be based on the  
31 formula(s).  
32

33 b. The District shall inform all professional educators of their potential right to travel  
34 stipends under (a) above. Staff may be informed by an annual All Staff e-mail  
35 referencing the contractual language and situations or by other appropriate means.  
36

37 The District shall also include within the packet of material forwarded to new  
38 professional educators and/or within the actual hiring letter a reference to  
39 traveling stipends and its application at the secondary level.

1  
2 **C. Insurance Benefits**  
3

4 The parties shall continue an ongoing shared decision-making process with regard to  
5 insurance. There shall be equal representation from the Board/Administration and the  
6 Association on this committee. Issues to be discussed include but are not limited to:  
7 examination of cost containment options; a maintenance of insurability option; a  
8 coordination of benefits (COB) option; health insurance coalitions; development of a plan to  
9 systematically educate all users and the Board of Education on insurance issues. Periodic  
10 written reports shall be given to the parties on at least a semi-annual (7/1 and 1/1) basis.  
11 Neither party shall be bound by the findings and recommendations of the committee.  
12

13 The Association shall endeavor to educate professional educators on the significant economic  
14 value of health insurance and the wise use thereof.  
15

16 During the term of the Agreement, there shall be no change in carriers and no self-funding  
17 without mutual agreement of the parties.  
18

19 Professional educators desirous of health and/or dental insurance coverage must make  
20 application within thirty (30) days of their first day of work or face the possibility of medical  
21 underwriting if application is made at a later date, provided that such enrollment procedures  
22 do not conflict with state and/or federal law. All professional educators must enroll in the  
23 group life and group long-term disability programs within the same time frame. All  
24 professional educators who are full-time and all professional educators who are part-time and  
25 enrolled in the group health insurance program must enroll in the group long-term care  
26 program within the same time frame (30 days). The District will make the necessary forms  
27 available to professional educators on or before the first day of work. Coverage shall begin  
28 on the first day of work provided that the signed applications have been turned into the  
29 District within the above time frame (30 days).  
30

31 All eligible professional educators who do not wish to participate in the health and/or dental  
32 program(s) shall be required to sign a waiver of insurance form. The Association shall be  
33 given notice of all such waivers by January 1<sup>st</sup> of each year after their receipt by the Board.  
34

35 Employees who rejected health and/or dental insurance for themselves and/or their  
36 dependents may enroll themselves and/or their dependents without having to provide  
37 evidence of insurability (medical underwriting) for themselves and/or their dependents when  
38 a Qualifying Life Event occurs if application is made within thirty-one (31) days of the  
39 Qualifying Life Event.  
40

41 Qualifying Life Events are defined as:  
42

- 43 • Marriage or divorce
- 44 • Death of a spouse or child
- 45 • Birth or adoption of a child
- 46 • Termination or commencement of employment of his/her spouse

- 1 • Change in employment status of the employee or his/her spouse from full-time to part-
- 2 time or vice versa
- 3 • The taking of an unpaid leave of absence (does not include a medical leave of absence)
- 4 by either the employee or his/her spouse
- 5 • If there has been a significant change in the benefit coverage or premium contribution of
- 6 the employee or his/her spouse attributable to the spouse's employment

7  
8 An employee who gets married or has a child while on an unpaid leave of absence or on full  
9 layoff shall be treated as a new employee for purposes of health and dental insurance when  
10 he/she returns to work.

11  
12 Eligibility for 1, 3 and 6 (below) is limited to those professional educators working a  
13 minimum of fifty percent (50%) of a full-time contract. Professional educators who are part-  
14 time have a choice of either enrolling in both 1 (health) and 6 (LTC) or in neither. Coverage  
15 for professional educators who apply as herein indicated shall continue as long as the  
16 professional educator continues to be employed on a regular/replacement basis by the Board.  
17 Professional educators who resign or who are discharged during the school year shall be  
18 included as participants until the end of the month in which the resignation or discharge  
19 becomes effective. Professional educators whose employment is terminated voluntarily or  
20 involuntarily effective at the end of the school year shall receive coverage for insurances 1, 3,  
21 4, 5 and 6 through the month of August with the Board assuming the same percentage of cost  
22 as provided during the regular school year, provided that they have taught for a minimum of  
23 one (1) semester during that school year.

24  
25 Professional educators, other than those who come under the provisions of Part IV D 3, who  
26 retire at the end of the school year are covered through the month of August for insurances 1,  
27 3, 4, 5 and 6. Professional educators who retire or are disabled will be allowed to continue  
28 participation in the hospital/surgical plan at their own expense after all of the Board's  
29 obligations are completed. Professional educators who are disabled will be able to retain  
30 their term life insurance under disability provisions of the insurance policy.

31  
32 Should a professional educator exhaust his/her sick accumulation and present a doctor's  
33 statement of physical/mental inability to work, the District shall continue payment of his/her  
34 health, dental, LTC, life and LTD insurance premiums on the same basis as if he/she was  
35 actively at work until the later of the following:

- 36
- 37 • The end of the fourth full calendar month after the month in which the disability first
- 38 occurred; or
- 39 • The end of August for those disabilities incurred in March or April; or
- 40 • The end of the month to which coverage would be extended by contract and practice as a
- 41 result of an individual accessing paid sick leave.

42  
43 After the District's contractual obligations are completed, professional educators currently or  
44 formerly in the bargaining unit will have extended group insurance coverage available, at  
45 their own expense, pursuant to state and/or federal law, and as specified in the contract(s)  
46 with the group carrier(s). Application for such extended group coverage must be made

1 within the election period as specified in state and/or federal laws and in the contract(s) with  
2 the group carrier(s). Once such extended group coverage is exhausted, retirees may continue  
3 group health coverage, at their own expense, so long as there is no break in coverage by the  
4 former employee. In all cases, no District administrative fee shall be charged.  
5

6 **1. Health Insurance**

7 The Board shall pay the premium for the professional educator and his/her eligible family  
8 members in a group health insurance plan under a carrier chosen by the Board, should the  
9 professional educator wish to participate. Benefits under this plan shall not be  
10 diminished during the term of this Agreement.  
11

12 **2. Ambulance Coverage**

13 After the group health insurance carrier has processed the claim, the District will pay the  
14 remaining cost of emergency ambulance service for professional educators and  
15 dependents covered under part IV C 1 above, in the case of an accident or for  
16 necessitating illness, from the place of incidence to the nearest hospital or emergency  
17 facility offering the required care. Application for payment shall be made to the Director  
18 of Human Resources. Such application shall be accompanied by an explanation of  
19 benefits (EOB) form from the group health insurance carrier.  
20

21 **3. Dental Insurance**

22 Professional educators are eligible for participation in a group dental insurance plan  
23 under terms of the contract with the insurance carrier chosen by the Board. The Board  
24 will contribute toward the monthly dental insurance premium at a dollar rate equivalent  
25 to the full cost of the single plan, and the full cost of the family plan minus two dollars  
26 (\$2.00) under rates in effect July 1, 1999 and July 1, 2000. Benefits under this plan shall  
27 not be diminished during the term of this Agreement.  
28

29 **4. Life Insurance**

30 The Board shall provide a \$50,000 term life insurance policy for all professional  
31 educators who are full-time and pro rata coverage to all professional educators who are  
32 part-time, at Board expense. An accidental death and dismemberment rider (double  
33 indemnity) is to be included in the policy. Additional coverage will be available, at the  
34 professional educator's expense, in an amount equal to that provided and paid for by the  
35 Board should the professional educator wish to participate.  
36

37 The benefits as stated above will be reduced to the following:  
38

<u>At Age</u>	<u>% of Benefits</u>
70	50%
75	30%
80	20%

39  
40 **5. Group Long-Term Disability Insurance**

41 The Board shall pay the full premium for each full-time and part-time professional  
42 educator participating in the Long-Term Disability Insurance Plan adopted by the Board.

1 Benefits under this plan shall not be diminished during the term of this Agreement. A  
2 professional educator's individual contract salary (including extensions and/or  
3 Department Head stipend and/or longevity, if applicable) shall be covered by the LTD  
4 insurance plan.

5  
6 **6. *Group Long Term Care Insurance***

7 The District shall pay up to \$46.20/month for the premium of a group long-term care  
8 plan for each eligible professional educator and his/her spouse. For situations in which a  
9 husband and wife are both members of the bargaining unit, each shall be covered by a  
10 separate plan. The minimum specifications for such plan are contained in Appendix D.  
11 Eligible professional educators are guaranteed acceptance into the plan. Coverage for a  
12 non-bargaining unit spouse is subject to underwriting approval from the carrier.

13  
14 **7. *Unemployment Compensation***

15 The District's employees are covered under applicable state and federal regulations for  
16 unemployment compensation.

17  
18 **8. *Workers' Compensation and Employer's Liability Insurance***

19 All employees of the District are protected by the Workers' Compensation and  
20 Employer's Liability Insurance Policy. The administration shall assist professional  
21 educators in filing for Workers' Compensation and shall notify them of the results of the  
22 initial filing.

23  
24 **9. *Liability Insurance***

25 The District has a Commercial General Liability insurance Policy for professional  
26 educators and other school employees. The policy covers liability incurred by  
27 professional educators covered by this Agreement in connection with their employment.  
28 The limits of general liability are \$1,000,000 for each person injured, \$1,000,000 bodily  
29 injury for each accident and \$1,000,000 property damage for each accident, all including  
30 a general aggregate of \$1,000,000. The District also has an umbrella liability policy  
31 with a \$5,000,000 each occurrence/aggregate limit.

32  
33 **10. *Short Term Disability Insurance***

34 The District will distribute short-term disability insurance enrollment information via the  
35 packets which are given to all professional educators who are new to the bargaining unit.  
36 Should a professional educator enroll, it will be at his/her own expense. The District  
37 shall not be liable if a professional educator does not receive a packet because of an  
38 inadvertent mistake.

1  
2 **D. Retirement and Social Security**  
3

4 **1. Social Security**  
5

6 All of the employees of the Board, except members of the Separate  
7 Group of the Wisconsin Retirement System, are subject to the Social  
8 Security Act (OASI) immediately upon employment.  
9

10 **2. Wisconsin Retirement System**  
11

12 The Board will pay an amount equal to five and eight tenths percent (5.8%) [effective  
13 1/1/00, five and five tenths percent (5.5%)] of each eligible professional educator's total  
14 Board earnings to the Wisconsin Retirement System in addition to the regular employer's  
15 share as mandated by state statutes. By January 1 of each year, the Association President  
16 shall be given notice of all professional educators not eligible to participate in WRS.  
17

18 **3. Retirement Benefits**  
19

20 **a. Insurance**  
21

- 22 (1) For professional educators retiring from the District at age 55 or later, the  
23 District shall pay the group health insurance premium and any increases in  
24 such premium occurring during the first ninety-six (96) months of  
25 premium payments for the plan (single or family) in which the  
26 professional educator was enrolled at the time of retirement at a ratio of  
27 one year's premium for each three (3) years of service in the District, to a  
28 maximum premium payment of one hundred twenty (120) months or to  
29 the end of the month in which the professional educator becomes sixth-  
30 five (65) years of age, whichever is sooner. Professional educators who  
31 are part-time shall have premiums and any increases in such premiums  
32 paid just as if they had been full-time professional educators at the time of  
33 retirement. All professional educators shall have the number of months of  
34 premium payments prorated (partial months shall be subject to normal  
35 rounding procedures) to reflect actual years of service in the District. The  
36 starting date of such premium payments shall be the first day of the month  
37 following normal termination of premium payments (i.e., if at end of first,  
38 second, or third quarter → first of month after end of quarter; if at end of  
39 fourth quarter [school year], then September 1 is the starting date).  
40

41 Years of service in the District shall be computed using the seniority  
42 definition plus any Plamann/Janssen service not recognized in the  
43 seniority definition. Those retiring shall be covered by the same health  
44 plan as active professional educators (i.e., any specification/benefit

1 changes for active professional educators shall also automatically apply to  
2 retired professional educators.)

3  
4 In order for professional educators to receive the above benefits, at least  
5 ninety (90) days prior notice shall be given to the District if retirement is  
6 to take place at the end of the 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> quarters and, for those retiring  
7 at the end of the 4<sup>th</sup> quarter, prior notice shall be given no later than the  
8 date individual contracts are due for the next school year (in most cases  
9 April 15<sup>th</sup>).

10  
11 (2) In the event of the death of a professional educator who retired (his/her  
12 last work day has been completed) and who was eligible for or was  
13 receiving insurance benefits pursuant to (1) above, then the remaining  
14 insurance benefits that he/she would have received had he/she not died  
15 shall continue to be paid by the District for his/her dependents covered by  
16 the plan.

17  
18 (3) If a husband and wife are professional educators in the District and both  
19 retire at the same time, they shall receive insurance benefits for the greater  
20 amount of time calculated after applying the formula (one year's premium  
21 for each three years of service in the District) to each one's years of  
22 service.

23  
24 (4) If a husband and wife are professional educators in the District and one  
25 retires at a later date than the other and the formula (one year's premium  
26 for each three years of service in the District) calculations for the  
27 professional educator retiring at a later date would extend the amount of  
28 time that insurance benefits are provided for them by the District, then this  
29 extension can be accomplished by switching the (health) insurance plan to  
30 the name of the one retiring at a later date. This switch must be done  
31 within thirty (30) days of his/her retirement (last work day).

32  
33 (5) Retirees shall continue to receive health insurance benefits pursuant to the  
34 contract provisions in effect at the time of their retirement or pursuant to  
35 the individual provisions agreed to by the District, the Association and the  
36 professional educator at the time of his/her retirement.

37  
38 b. *Teacher Emeritus Program (TEP)*

39  
40 (1) The District shall continue payment of health insurance premiums pursuant to Part  
41 IV D 3a for any professional educator who voluntarily retires pursuant to the  
42 Teacher Emeritus Program (TEP).

43  
44 (2) The Teacher Emeritus Program shall be completely voluntary.

45  
46 (3) To be eligible for the Teacher Emeritus Program:  
47

- 1 (a) a professional educator's age and total service to the District must equal at  
2 least seventy (70) years. Total service is defined as the number of years of  
3 uninterrupted service worked as a certified professional staff member in the  
4 District without regard to the percent of the individual's contract time in any  
5 given year (see TOTAL SERVICE definition [II B (1)(q)]).  
6
- 7 (b) A professional educator must be at least age 55 on the August 15 following  
8 the last school year in which he/she was under an individual contract with the  
9 District and either be actively working under a part-time or full-time  
10 individual contract or be receiving LTD benefits (for 27 or less consecutive  
11 months).  
12
- 13 (c) Written notification of retirement pursuant to the TEP effective at the end of  
14 the school year shall be received from the professional educator by the Board  
15 of Education on or before February 15 of the last school year the professional  
16 educator is to be under individual contract with the District. Once accepted by  
17 the Board, this written notice becomes irrevocable and will be treated as a  
18 (retirement) resignation. Professional educators electing to retire under the  
19 TEP shall retain no re-employment rights with the District.  
20
- 21 (4) For WRS purposes, the effective date of retirement by a professional educator  
22 entering into the TEP shall be the last day of the school year. However, a  
23 professional educator may elect to defer drawing his/her WRS annuity until a later  
24 date. The effective date of the monetary stipend for a professional educator entering  
25 into the TEP shall be September 15 of the year of retirement.  
26
- 27 (5) Operational Criteria: Under the TEP, a professional educator shall receive a  
28 percentage of the salary schedule cell (Appendix A<sup>1</sup>) on which he/she is placed at the  
29 time of retirement. There is no proration of the dollar amount if a professional  
30 educator is part-time or contracted for less than a full year nor is there any extra  
31 dollar amount added if a professional educator has an individual contract over 1.0  
32 due to summer school, additional weeks or a super-posting.  
33

34 For each full-time equivalent year of service in the District, a professional educator  
35 shall receive 3.2% of the salary schedule cell to a maximum of 100% (31.25 years).  
36 Years of service in the District shall be computed to two decimal places using the  
37 seniority definition plus any Plamann/Janssen or administrative service not  
38 recognized in the seniority definition. The total amount shall be divided into 120  
39 semi-monthly installments which shall be paid subject to FICA, state and federal  
40 withholding taxes commencing September 15 of the calendar year of retirement.  
41

42 Semi-monthly compensation installments shall terminate and the District shall have  
43 no further obligation hereunder upon the occurrence of any one of the following: (1)  
44 Voluntary written notice by the participating professional educator to the Board of  
45 Education requesting termination of said TEP benefits; or (2) Receipt by a

participating retired professional educator of any unemployment compensation benefits from the District or the District's account.

- (6) During a professional educator's participation in the TEP, he/she shall agree to provide service to the District as a substitute teacher or in curriculum development or in some other mutually agreed area.

The service requirement for each year shall be one (1) day for each full 4% of the salary schedule cell to be received that year:

0.00	-	3.99%	=	0 days
4.00	-	7.99%	=	1 day
8.00	-	11.99%	=	2 days
12.00	-	15.99%	=	3 days
16.00	-	19.99%	=	4 days
20.00%	-		=	5 days

The maximum total service obligation for a TEP participant shall be 25 days.

Examples

- Professional educator A has 3773 seniority days at retirement.  
 $3773 \div 185 \text{ days/year} = 20.39 \text{ years}$   
 $20.39 \text{ years} \times 3.2\%/year = 65.25\%$   
 $65.25\% / 5 \text{ years of payment} = 13.05\%/year$   
 13.05% falls in 12 – 15.99 range  
 3 days of service per year or 15 days of total service
- Professional educator B has 6475 seniority days at retirement.  
 $6475 \div 185 \text{ days/year} = 35 \text{ years}$   
 $35 \text{ years} \times 3.2\%/year = 112\%$   
 112% → rolled down to 100% maximum  
 $100\% / 5 \text{ years of payment} = 20\%/year$   
 $20\% = 5 \text{ days of service per year or } 25 \text{ days of total service}$

- (7) Prior to the start of each benefit year for a participant, the District shall send him/her an annual reminder on service obligations. The participant shall then notify the District as to how many days of service he/she wishes to provide that year. A participant may provide more than the required number of days of service in a year and the excess days shall be banked. A participant may provide some/all of the required number of days of service for a year by drawing from this bank of excess days. If a TEP participant dies, any excess days that are banked or any service days that are owed shall be cancelled/forgiven.

- (8) Once the number of days that a participant will provide in a year has been determined, the District shall notify him/her which type(s) of service that it has

chosen for him/her to perform. Such performance shall be within a mutually agreeable time frame.

- (9) The service to the District referenced above is a requirement of the TEP. However, should a retired professional educator be unable to provide said service due to ill health, the service requirement shall be waived for the period of time in question. Certification of ill health (e.g., a letter from the District's medical consultant or his/her designee, verification that LTD benefits are being received, verification that social security or teacher retirement disability benefits are being received, verification that Medicare/Medicaid benefits are being received due to health reasons) must be provided to the District.
- (10) If a TEP participant dies prior to the 120 semi-monthly installments being paid, then the remaining installments shall continue to be paid by the district to the surviving spouse.
- (11) The District reserves the right to discontinue future entry into the TEP if and when the average annual TEP installment plus the annual family health insurance premium exceeds 85% of the differential between the average cost of new hires and what would have been the average costs of retirees in the TEP if they had not retired. In the event that a salary schedule has not been agreed upon at the time the calculations are done, the last salary schedule in effect shall be utilized. Calculations shall be based upon experience from the previous year.

EXAMPLE:

In December, the District reviews the experience from the previous year and calculates that:

New Hires

Average salary at time of employment	\$30,000
WRS	\$3,660
FICA	\$2,295
Health & Dental (family always assumed)	<u>\$5,050</u>
TOTAL	\$41,005

New TEP Participants

Average salary if they had not retired	\$45,000
WRS	\$5,490
FICA	\$3,443
Health & Dental (family always assumed)	<u>\$5,050</u>
TOTAL	\$58,983

Average TEP stipend	\$9,000
---------------------	---------

Health (family always assumed)	\$4,500
TOTAL	\$13,500

13,500 = 75.1% of the differential; therefore, no right to discontinue  
17,978

Pursuant to the above formula, if the District elects to discontinue future entry into the TEP, it shall notify the Association by December 31 that the following February 15 will be the last opportunity for professional educators to apply for entry into the TEP.

- c. At the time of retirement, a professional educator shall receive a letter from the District which shall specify the benefits he/she shall receive.

**E. Leaves**

**1. Sabbatical Leaves**

**a. Purposes:**

The underlying philosophy of the sabbatical leave is to increase the quality of work in education and to gain enriching and broadening experience by professional study and research. Major consideration must be given to the benefits which will accrue to the pupils and to the community through the individual professional educator's growth.

**b. Sabbatical Leave Committee:**

All applications for leave shall be reviewed by a sabbatical leave committee. This committee shall be composed of the Director of Human Resources, two (2) additional members of the administration appointed by the Superintendent and three (3) professional educators appointed by the Association President. The suggestions of the committee shall be given to the Superintendent who shall make recommendations to the Board for final approval.

The committee shall be structured as to provide for staggered terms. Membership shall be for three (3) years, with the provision for an extension of one (1) three-year period, whereupon the member shall retire from the committee.

**c. Quota:**

Not more than one percent (1%) of the professional educators in the bargaining unit shall be granted sabbatical leave in any one (1) full academic year.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

d. *Eligibility:*

An applicant for a sabbatical leave must be a degree-holding professional educator who has served in the District for no less than six (6) consecutive years preceding the leave.

e. *Requirements:*

An applicant who wishes to undertake formal study shall agree to meet the minimum requirements of the institution of higher learning which he/she plans to attend. When the first half of the sabbatical leave has been completed, the professional educator shall request that a progress report be submitted to the committee by a representative of said institution. At the conclusion of the leave, evidence of successful completion of the study program, in the form of a certified transcript of work taken and the grades earned, shall be submitted to the Director of Human Resources.

f. *Length of Leave:*

A sabbatical leave may be granted for up to one (1) full academic year.

g. *Application Procedure:*

Following consultation with his/her immediate administrative supervisor, the applicant shall secure a sabbatical leave form from his/her principal or department head. This form must be completed and filed with the Chairperson of the Sabbatical Leave Committee by February 1 of the year preceding the leave. The Committee will submit its recommendations to the Superintendent by March 1 annually.

h. *Determinants of Sabbatical Leave:*

In order that all applicants be given equal consideration, the following criteria will be considered in selecting the candidates for sabbatical leave:

- 1) Professional needs within the District;
- 2) Evidence of acceptance of the professional educator's program or project by the institution offering advanced study or research;
- 3) Merit of objectives for sabbatical leave;
- 4) Years of professional experience in the Appleton Area School District;
- 5) Previous leaves;

1           6) Reasonable distribution of applicants by buildings;

2  
3           7) Interview with the Sabbatical Leave Committee.

4  
5           i. *Rights and Privileges:*

6  
7           A professional educator who is granted a sabbatical leave shall retain all rights of  
8           tenure and salary step placement attained prior to the sabbatical leave, as well as  
9           accrued sick leave. After completion of the sabbatical leave, the professional  
10          educator will be placed on the salary schedule with him/her being given full credit  
11          for the time he/she was on leave. Sick leave will not accrue during the time of the  
12          sabbatical leave.

13  
14          j. *Accident and Illness or Other Termination of the Sabbatical Leave:*

15  
16          In case of injury to or other illness of the professional educator during the leave  
17          which prevents him/her from completing the purpose of the leave, the sabbatical  
18          leave, including compensation, will be terminated and all provisions for sick leave  
19          will then apply.

20  
21          These provisions will take effect immediately following notification of the  
22          Chairperson of the Sabbatical Leave Committee, verified by a doctor's report. Upon  
23          release by a medical doctor, the professional educator will return to regular  
24          professional duty for the remainder of the time he/she would have been on leave, to  
25          be assigned as needed at the discretion of the Superintendent. After the time for  
26          which he/she would have been on leave is over, he/she will be reassigned as if he/she  
27          had completed the sabbatical leave.

28  
29          If the professional educator is unable to continue the purpose of the sabbatical leave  
30          for reasons other than sickness or injury, he/she will notify the Superintendent and  
31          will return to regular professional duties as assigned. The nature of the duties  
32          assigned shall follow the provisions of the paragraph above.

33  
34          k. *Obligations and Bonding:*

35  
36          Recipients of sabbatical leave must return to the District for not less than two (2)  
37          complete years after returning from such leave. If he/she fails to return, he/she will  
38          repay the District the amount of compensation paid by the District to him/her while  
39          on leave. If he/she returns for one (1) year after such leave and then leaves the  
40          District, he/she will repay the District one-half (1/2) the amount of compensation  
41          paid by the District to him/her while on leave. The recipient will sign a statement  
42          indicating his/her obligation to repay the compensation he/she receives from the  
43          District in the event he/she does not return to teach as indicated herein.

44  
45          After one (1) year of such service and where professional advancement is involved, a  
46          professional educator may leave the District without repayment of the compensation  
47          received while on sabbatical leave.

1  
2 This provision for returning to the District for two (2) years shall not apply when, for  
3 physical reasons or other circumstances beyond his/her control, the professional  
4 educator is incapable of further service. In the event of physical incapacity, the  
5 professional educator shall submit to the District medical evidence of such  
6 incapacity.

7  
8 l. *Compensation:*

9  
10 Compensation for a professional educator on sabbatical leave shall be one-half (1/2)  
11 of the then current bachelor's degree base salary plus seven (7) increments. The  
12 Board's financial contribution to the insurance benefits of the professional educator  
13 on sabbatical leave will be one-half (1/2) that provided if the professional educator  
14 were not on leave. (NOTE: This paragraph was written with the assumption that the  
15 professional educator going on sabbatical leave was full-time in the immediately  
16 preceding year. If that is not the case, then the compensation is to be prorated.)

17  
18 Payments shall be made to the professional educator in accordance with payroll  
19 procedures as they apply to all other professional educators.

20  
21 m. *Professional Educators on Sabbatical Leave:*

22  
23 Professional educators on sabbatical leave will be informed within ten (10) working  
24 days of the administrative action in the event that the position they occupied  
25 immediately prior to going on leave is eliminated or occupied by other than a  
26 replacement employee.

27  
28 n. *Upon Return From a Sabbatical Leave:*

29  
30 Upon return from a sabbatical leave, a professional educator shall be assigned  
31 pursuant to the provisions contained in Part IV E 4 d.

32  
33 2. *Sick Leave:*

34  
35 A beginning professional educator will be credited with fifteen (15) days sick leave on  
36 the first day of the school year, five (5) days of which shall be regarded as an advance of  
37 sick leave from the professional educator's second year of employment. The rate of  
38 accrual shall remain one (1) day per month for each of the ten (10) months (August –  
39 May) during the school year, but the entire year's sick leave shall be advanced on the first  
40 day of each school year to all professional educators. Professional educators who are  
41 part-time receive prorated sick leave which is then converted into full-time equivalents.

42  
43 Should any professional educator voluntarily terminate his/her employment with the  
44 Appleton Area School District and have used more sick days than have been earned at the  
45 rate of accrual as set forth above, the Director of Human Resources is authorized to  
46 withhold from such professional educator's last check such sum as may be due the Board  
47 for the use of sick leave in excess of the sick leave said professional educator has earned.

1  
2 The maximum sick leave accumulation for each professional educator shall be one  
3 hundred thirty-five (135) days. Professional educators with maximum accumulation shall  
4 not lose sick leave simply due to the fact that the entire year's sick leave is advanced on  
5 the first day of each school year.

6  
7 Professional educators who reduce their percentage of contract shall have their total sick  
8 leave accumulation carried forward. Should such accumulation exceed the percentage of  
9 full contract worked times 135 days, they shall still be credited with the larger figure.  
10 Sick leave days used thereafter will be subtracted first from the current year allowance  
11 and thereafter from the total accumulation at the percentage of full time the professional  
12 educator works until the accumulation reaches a level equivalent to the new percentage of  
13 full contract worked times one hundred thirty-five (135) days. Thereafter, the  
14 accumulation may not be more than the percentage of full contract worked times one  
15 hundred thirty-five (135) days.

16  
17 At the discretion of the Director of Human Resources, a professional educator who may  
18 be absent three (3) or more consecutive days may be required to submit a medical report  
19 from his/her family physician substantiating physical or mental inability to be present on  
20 the job at his/her work assignment. A written statement may also be required from the  
21 professional educator's family physician indicating physical or mental ability to return to  
22 his/her work assignment following an extended absence of three (3) or more consecutive  
23 days.

24  
25 It is intended that disabilities due and related to pregnancy shall be considered "sickness"  
26 and "illness" for the purposes of this Section. Sick leave shall be available according to  
27 the terms and conditions set forth in this Section for such disabilities.

28  
29 A professional educator shall be able to use sick leave for situations involving a non-  
30 serious illness or injury of a member of his/her immediate family as defined in 3a(1)  
31 below. No more than two (2) days may be charged to sick leave for each situation and no  
32 more than four (4) such days may be charged to sick leave during each school year.

33  
34 A professional educator may use sick leave for doctor or dental appointments that cannot  
35 be scheduled outside the school day.

36  
37 Used sick leave will be charged in increments of full days, half days and hours (6 hours =  
38 1 day).

39  
40 If a professional educator works for the District outside the normal 185-day school year  
41 (e.g., extended contract, summer school, etc.), there shall be no additional accrual of sick  
42 leave days, but the professional educator shall be entitled to use of accumulated sick  
43 leave during this time period.

1           3. *Emergency and Personal Leave:*  
2

3           In cases of serious illness, injury or death of a member of a professional educator's  
4           immediate family, the professional educator will be granted time off with pay. In  
5           addition, emergency leave with pay shall be granted, in accordance with the following  
6           provisions, to pursue important matters that cannot be discharged outside of the school  
7           day. The following limits are meant as normal maximums. In unusual instances,  
8           additional days may be approved on an equitable basis at the discretion of the Director  
9           of Human Resources. It is the intent of this policy to make certain professional  
10          educators are in a position to handle emergency situations of a personal nature.  
11

12          If a professional educator works for the District outside the normal 185-day school year  
13          (e.g., extended contract, summer school, etc.), he/she shall be entitled to use of  
14          emergency and personal leave during this time period.  
15

16          a. *Definitions*  
17

18               (1) IMMEDIATE FAMILY  
19

20               Spouse, child, parent, sister, brother, another relative residing with the  
21               professional educator, or any person with whom the professional educator has  
22               had a long-term emotional relationship and is currently residing in his/her  
23               home.  
24

25               (2) SERIOUS ILLNESS OR INJURY  
26

27               When the presence of the professional educator is required because there is  
28               imminent danger of death or serious consequences.  
29

30               (3) EMERGENCY OTHER THAN ILLNESS OR INJURY  
31

32               Shall be limited to those matters that cannot be discharged outside of the school  
33               day.  
34

35               (4) ABSENCE WITH PAY  
36

37               Shall be limited to the difference between the amount of compensation the  
38               professional educator might receive as a result of the absence (such as jury duty  
39               pay) and his/her regular daily salary rate.  
40

41          b. *Procedures:*  
42

43          Wherever practical, conditions of the absence will be clarified in advance with the  
44          immediate administrative supervisor in an effort to avoid confusion and/or  
45          misunderstandings.

1           c. *Limits:*  
2

3           (1) DEATH  
4

5           Five (5) days in each case of death of a member of the professional educator's  
6           immediate family. If the spouse of the professional educator is also in the  
7           bargaining unit, the spouse shall also be eligible for five (5) days.  
8

9           Two (2) days in each case of death of the professional educator's mother-in-law,  
10          father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law,  
11          grandmother, grandfather or grandchild.  
12

13          One (1) day per school year in case of the death of a professional educator's  
14          relative not otherwise named in the sub-section.  
15

16          In each case of the death of a relative other than those covered by the immediate  
17          family provision above, if both spouses are in the bargaining unit, the leave time  
18          available to the two (2) spouses collectively may be divided between the two (2)  
19          provided that the spouse with the greater amount of leave time available cannot  
20          take more than that number of days.  
21

22          (2) SERIOUS ILLNESS OR INJURY.  
23

24          Three (3) days in any school year for members of the professional educator's  
25          immediate family.  
26

27          One (1) day in any school year for situations involving the professional  
28          educator's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-  
29          in-law, son-in-law, grandmother, grandfather or grandchild.  
30

31          When both spouses are in the bargaining unit and a relative of either suffers  
32          serious illness or injury, the leave time available to the two (2) spouses  
33          collectively may be divided between the two (2) provided that the spouse with  
34          the greater amount of leave time available cannot take more than that number of  
35          days.  
36

37          (3) OTHER.  
38

39          One (1) day for settling an estate, for making estate or personal arrangements after  
40          the death of a member of the professional educator's immediate family.  
41

42          One (1) day for court appearance as a result of a summons, or for other legal  
43          matters connected with such matters as settling a family estate, etc.  
44

45          One (1) day for fathers at the time of the birth of a child.  
46

47          One (1) day for child adoption.

1  
2 One (1) day for funerals where the professional educator is a pallbearer.  
3

4 One (1) day in case of fire or to adjust insurance from a fire or other natural  
5 catastrophe affecting the home or domicile where the professional educator resides.  
6

7 One (1) day for taking examinations connected with the completion of a graduate  
8 degree.  
9

10 One (1) day for a serious automobile accident.  
11

12 For a professional educator who has worked in the District for less than three (3)  
13 school years since his/her last date of hire, two (2) days for other matters of a  
14 personal nature may be approved at the sole discretion of the Director of Human  
15 Resources for matters not specifically covered under other provisions of this policy  
16 such as a graduation, the funeral of a close friend, or natural disasters directly  
17 affecting the professional educator's personal property or dwelling.  
18

19 For a professional educator who has worked in the District for three (3) or more  
20 school years since his/her last date of hire, one (1) day per school year shall be  
21 granted for personal purposes and not subject to permission of the Director of  
22 Human Resources with the professional educator receiving full pay for the day. For  
23 a professional educator who has worked in the District for ten (10) or more school  
24 years since his/her last date of hire, two (2) days per school year shall be granted for  
25 personal purposes and not subject to permission of the Director of Human  
26 Resources with the professional educator receiving full pay for the days. The  
27 professional educator using a day(s) under provisions of this paragraph is to notify  
28 the Substitute Service secretary at least three (3) calendar days in advance. No  
29 more than fifteen (15) professional educators who require substitutes may take the  
30 day(s) not subject to the permission of the Director of Human Resources on any  
31 given work day. Notification of intent to be absent on a given day shall be honored  
32 on a first-come, first-served basis except for situations in which the number of  
33 requests received from professional educators on the same day exceeds the number  
34 of remaining slots. All requests received on that given day shall be reviewed and  
35 the requests of the most senior shall be honored for the remaining personal day  
36 slot(s). The day on which a request is received shall be determined as follows:  
37 U.S. mail, inter-school mail, walk-in and personal telephone requests on the day  
38 received by the Sub Service secretary. E-mail requests must be addressed to  
39 "Subfinder" and shall be considered as having been received on the day in which  
40 they were sent if they were sent on a scheduled work day; if they were sent on a  
41 weekend or non-scheduled work day, then date of receipt shall be the next  
42 scheduled work day. Requests via voice mail/answering machine messages shall be  
43 treated the same as e-mail. Procedurally, Sub Service will review all requests by  
44 2:00 PM the day following receipt and will immediately thereafter confirm the  
45 award/denial of personal days via e-mail. **(NOTE: Do not call the Substitute  
46 Finder System for requesting personal days for length of service.)**

1  
2 However, in the event a family crisis befalls a professional educator, the Director of  
3 Human Resources may authorize use of the personal leave day(s) for length of  
4 service without regard to the time notification and numbers limitation which  
5 normally are part of such usage.  
6

7 When a professional educator does not need a substitute for a day to be used for  
8 personal purposes and not subject to permission of the Director of Human  
9 Resources, he/she must still comply with the requirement of timely notifying the  
10 secretary in Substitute Service. He/she should indicate that no substitute is required  
11 as such personal days do not count against the daily limit.  
12

13 (4) Jury Duty/Military Leave:  
14

15 Absence resulting from a summons to serve on jury duty will be considered as an  
16 excused absence. For each day of work missed, a professional educator shall be  
17 paid the difference between the pay he/she would have earned as an employee of  
18 the District and the base pay actually received for that day of jury duty. Any jury  
19 duty payment received for mileage belongs to the professional educator and does  
20 not enter into the previous formula.  
21

22 Absence resulting from a military obligation will be considered as an excused  
23 absence. For each day of work missed up to a maximum of ten (10) days per fiscal  
24 year, a professional educator shall be paid the difference between the pay he/she  
25 would have earned as an employee of the District and the base pay actually  
26 received for that day as a temporary member of the military, provided that the time  
27 off is for one's annual tour, a school tour in lieu of one's annual tour, or the result  
28 of an emergency mobilization. In addition, professional educators may be able to  
29 receive pay under other sections of the Agreement.  
30

31 (5) Religious Observances/Holidays:  
32

33 The District shall allow absence from work without loss in pay for purposes of  
34 observing religious holidays providing the doctrine of the professional educator's  
35 religion and his/her personal religious convictions prohibit the professional  
36 educator from working on such holiday and further provided that, during the  
37 school year in which the absence occurs, the professional educator performs  
38 compensatory work as assigned by the Director of Human Resources or his/her  
39 designee. Unless otherwise mutually agreed, said compensatory work shall be the  
40 same or substantially similar to the work usually and customarily performed by  
41 the professional educator and shall be supervised by the professional educator's  
42 regular immediate administrative supervisor.  
43

44 A request for absence under this section shall be made in writing to the Director  
45 of Human Resources at least fifteen (15) school days prior to the absence date and  
46 shall state the parameters of the absence (starting and ending time or number of  
47 days and total amount of time requested.)

1  
2 (6) Professional Conferences:  
3

4 Absence resulting from attendance at a professional conference will be considered  
5 as an excused absence. Approval to attend must have been received from the  
6 building or other appropriate administrator. In addition, if attendance at a  
7 professional conference is to be for more than five (5) consecutive work days,  
8 approval to attend must also have been received from the Director of Human  
9 Resources.

10  
11 For each day of work missed, a professional educator shall be paid the difference  
12 between the pay he/she would have earned as an employee of the District and the  
13 base pay, if any, actually received for that day of conference  
14 attendance/participation/presentation. Any stipend for expenses (e.g., lodging,  
15 meals, mileage) belongs to the professional educator and does not enter into the  
16 previous formula.  
17

18 4. *Leave of Absence Policy:*  
19

20 The starting and/or ending dates of quarters and semesters shall have no bearing on the  
21 granting of leaves covered by this section.  
22

23 a. *Educational:*  
24

25 The Board will consider granting a leave of absence for educational purposes to any  
26 professional educator either enrolled in a college or university who is taking courses  
27 applicable to his/her assignment and/or the needs of the District as a whole or  
28 engaged in Board-approved educational research provided:  
29

- 30 (1) A written request is received by the Board by the preceding June 1 for a leave in  
31 the first semester or by the preceding October 1 for a leave in the second  
32 semester.  
33  
34 (2) The request is for a leave of at least one (1) school quarter but not more than one  
35 (1) year.  
36  
37 (3) If the leave is granted, the professional educator will plan to return to the  
38 Appleton Area School District for a minimum of one (1) year.  
39

40 Approval by the Board shall not be unreasonably denied. Professional educators on  
41 such leave of absence will not eligible for any salary or fringe benefits during the  
42 course of the leave. The time will, however, count as experience on the existing  
43 salary schedule providing the professional educator returns to the District as herein  
44 provided and submits, within thirty (30) days of the end of the leave, a grade report,  
45 official transcript, or written report (where applicable) regarding actions completed  
46 to meet the goals of this leave. Furthermore, the Board will cooperate with the  
47 professional educator in obtaining an extension of the professional educator's group

1 insurance while on leave of absence to the extent desired while the professional  
2 educator is on leave of absence, except as continuation may be limited by the  
3 insurance carrier(s).  
4

5 The Board of Education and the Appleton Education Association share a mutual  
6 concern for maintaining the integrity of educational leaves of absence. Therefore, if  
7 the leave subsequently changes to one with a non-educational purpose, the Board of  
8 Education must be notified within thirty (30) days of the change. Upon such  
9 notification, the Board of Education will determine whether the new conditions  
10 support the granting of another type of leave. If the Board of Education denies the  
11 granting of another type of leave, the professional educator shall be notified and  
12 shall return to regular professional duties as assigned.  
13

14 If the leave subsequently changes to one with a non-educational purpose and the  
15 professional educator fails to notify the Board of Education as specified above, the  
16 professional educator may at the discretion of the Board have his/her seniority  
17 reduced when he/she returns at the end of the leave.  
18

19 **b. Medical:**

20  
21 Medically connected leaves of absence on a full or partial basis must be requested  
22 for those medically connected absences which extend for a time period of one (1)  
23 school quarter or more beyond the time period covered by accumulated sick leave  
24 or LTD. Medically connected leaves of absence may be approved by the Board for  
25 a period of not less than one (1) nor more than four (4) school quarters. Such  
26 approval shall not be unreasonably denied.  
27

28 A professional educator on medical leave will not be paid any salary or fringe  
29 benefits during the course of the leave, except that:  
30

31 (1) The District shall continue payment of his/her health, dental, LTC, life and LTD  
32 insurance premiums on the same basis as if he/she was actively at work until the  
33 later of the following:  
34

- 35 (a) the end of the fourth full calendar month after the month in which the  
36 medically connected absence first occurred; or  
37 (b) the end of August for those medically connected absences incurred in March  
38 or April; or  
39 (c) the end of the month to which coverage would be extended by contract and  
40 practice as a result of a professional educator accessing paid sick leave.  
41

42 (2) The Board shall pay for health, LTC and dental insurance coverage for the full  
43 month in which the professional educator returns.  
44

45 (3) The time on approved leave shall not count as experience for purposes of the  
46 salary schedule or seniority.  
47

1 After all of the Board's obligations are completed, the Board will cooperate with  
2 the professional educator in obtaining an extension of the professional educator's  
3 group insurance to the extent desired by the professional educator while the  
4 professional educator is on leave, except as continuation may be limited by the  
5 insurance carrier(s). The professional educator may also request that the Board  
6 deduct from his/her last paycheck the necessary premiums to continue voluntary  
7 participation in STD insurance and/or additional life insurance coverage until such  
8 times as these premiums are waived by the insurance carrier(s).  
9

10 c. *Other*

11  
12 Any professional educator, upon request to the Board, may be granted an unpaid  
13 leave of absence for other personal reasons. This shall include, but is not limited to:  
14

- 15 (1) Leaves for one (elective) term of office for a public service or a United Education  
16 Profession position;  
17  
18 (2) Leaves of up to two (2) years for the Peace Corp;  
19  
20 (3) Leaves of up to two (2) years for teaching in a different country. (If the initial  
21 leave request is for one (1) year, a request for a second year must be submitted by  
22 February 1 of the first year of the leave.);  
23  
24 (4) Leaves of not less than one (1) but not more than four (4) school quarters beyond  
25 certified medical disability (if applicable) for child rearing/adoption purposes.  
26

27 The Board shall not unreasonably deny any leave requested.  
28

29 d. *Return from Leave:*  
30

31 A professional educator returning from a leave of one (1) year or less and which is  
32 covered by this section shall return to the same position and building(s) vacated at the  
33 time he/she left on leave (i.e., shall be treated as if he/she had never left the position).  
34 If the same position no longer exists, the professional educator shall be given a  
35 position as similar as possible to the position vacated at the time he/she left on leave  
36 in the building(s) to which he/she had been assigned at that time.  
37

38 A professional educator who is displaced by the returning professional educator shall  
39 be given "without an assigned position" status or notified of layoff, whichever is  
40 appropriate, pursuant to the provisions of the Agreement. A professional educator  
41 who is returning from a leave of more than one (1) year and which is covered by this  
42 section shall be similarly treated (i.e., given "without an assigned position" status or  
43 notified of layoff).  
44

45 A professional educator who is on a leave covered by this section and who is  
46 scheduled to return to work in the next school year shall receive his/her individual  
47 contract for the next school year one month earlier (on or before February 15) than

1 other professional educators. He/she shall accept or reject in writing such individual  
2 contract no later than the following March 15. When giving written approval for  
3 leaves to which the above is applicable, the District shall specifically cite the above  
4 sentences.

5  
6 e. *From a Co-Curricular Position:*

7  
8 Should a professional educator need a leave of absence for one (1) year from a co-  
9 curricular position, he/she shall submit a written request explaining the need for the  
10 leave to the Director of Human Resources. The Director of Human Resources shall  
11 then confer with the appropriate building administrator. A request shall not be  
12 unreasonably denied, provided that a temporary replacement can be secured.

13  
14 Once preliminary approval has been given for the leave, the position shall be posted  
15 as a temporary one (1) year position. If a replacement is secured, then final approval  
16 shall be given for the leave. If a replacement is not secured, the professional  
17 educator requesting the leave shall be notified. He/she must then make a decision on  
18 whether to keep the position by withdrawing the leave request or resigning from it.  
19 In the latter instance, the position would then be posted as a regular co-curricular  
20 posting.

21  
22 F. **Injury In Line Of Duty**

23  
24 A professional educator who is injured and who is entitled to Workers' Compensation  
25 benefits shall be paid the difference between the salary to which he/she is entitled and the  
26 compensation received as temporary disability payments for a period not to exceed a total of  
27 nine (9) calendar months for each injury. During this period of time, absences resulting  
28 from such injury shall not be charged against sick leave. If a professional educator  
29 continues to receive temporary disability payments after the expiration of the total nine (9)  
30 calendar months, then he/she may elect to utilize sick leave on a prorated basis so that he/she  
31 would receive the equivalent of full salary.

32  
33 G. **Salary Schedule**

34  
35 1. For the 1999-2000 and 2000-2001 school years, salaries shall be paid in accordance  
36 with the salary schedules set forth in Appendix A, attached to and made a part of this  
37 Agreement.

38  
39 2. Placement and Advancement on the Salary Schedule

40  
41 a. *For Continuing Professional Educators*

42  
43 (1) Any master's degree related to education which is obtained from an accredited  
44 college or university shall count for purposes of placement on the salary  
45 schedule.  
46

PART IV – FRINGE BENEFITS AND WAGES

1 NOTE: For purposes of implementing the above for current professional  
2 educators who have a master's degree which had not been recognized for salary  
3 schedule placement as of June 15, 1989, any undergraduate or graduate credits  
4 earned after the attainment of the master's degree shall count for placement at the  
5 levels beyond such degree with the proviso that lane changes are limited to one  
6 (1) per school year and, for placement at the MS +18 level or beyond, at least  
7 one (1) additional undergraduate or graduate course must be taken for each lane  
8 change.  
9

10 Professional educators who were employed prior to 6/3/88 who had a master's  
11 degree which required the attainment of 50 or more graduate credits will be  
12 placed on the salary schedule at the MS +9 lane plus be given credit for six (6)  
13 additional graduate credits (i.e., equivalent to MS +15). Graduate credits  
14 obtained beyond the MS degree will be credited from that point.  
15

- 16 (2) For horizontal movement on the salary schedule to occur, at least half of the  
17 credits must be graduate or undergraduate credits from an accredited college or  
18 university. VTAE associate degree and vocational diploma credits earned after  
19 8/1/89 shall count as undergraduate credits from an accredited college. District  
20 points (see e-4 that follows) shall also count as undergraduate/graduate credit  
21 (15 hours = 1 credit) from an accredited college. The day a course ends must  
22 be after the day that a degree was granted in order to be counted for horizontal  
23 movement past that degree. The ratio of graduate and/or undergraduate credits  
24 to total clock equivalency hour attainment shall be assessed on a total  
25 attainment basis.  
26
- 27 (3) The parties to this Agreement believe that professional educators will select  
28 undergraduate and graduate courses which will meet the needs of themselves  
29 and the District for the present and/or the future.  
30
- 31 (4) HORIZONTAL MOVEMENT ON THE SALARY SCHEDULE: The time  
32 during which a professional educator participates in credit/clock hour activities  
33 (i.e., scheduled work time versus non-work hours) shall have no bearing on  
34 whether he/she receives District credit for such activities.  
35
- 36 (5) HORIZONTAL AND VERTICAL MOVEMENT ON THE SALARY  
37 SCHEDULE: Professional educators shall be entitled to a maximum of one (1)  
38 vertical step movement per school year. Should a professional educator who  
39 has not received a vertical step increase for a school year earn enough  
40 additional credits to move horizontally to a lane with more vertical steps,  
41 he/she shall also move vertically one (1) step for the appropriate portion of that  
42 year pursuant to the provisions of Part IV G 2 e (5).  
43

44 b. *For Newly Hired Professional Educators*  
45

- 46 (1) Full credit shall be given for the first seven (7) total years of teaching. Past  
47 experience for non-teaching professional educators shall be evaluated on the basis

1 of its direct value to the educational position the professional educator is being  
2 hired to fill. Where the past experience was done under an appropriate bachelor's  
3 degree, the past experience shall be counted within the seven (7) year limit. At its  
4 discretion, the Board may give credit for experience in excess of seven (7) years.  
5 A decision to grant such additional credit will not be arbitrary or capricious. The  
6 Association will be accorded notification and a rationale for such placement at the  
7 earliest opportunity.

8  
9 (2) A full year's credit shall be given on the salary schedule where creditable  
10 experience includes a fraction amounting to one (1) full semester or more.

11  
12 (3) In exceptional instances, the Board may place an individual at a higher step on the  
13 salary schedule than experience would dictate. The Association will be accorded  
14 notification and a rationale for such placement at the earliest opportunity.

15  
16 (4) Initial horizontal placement shall include only graduate and undergraduate credits  
17 from an accredited college or university and any VTAE credits meeting the  
18 criteria of a. (2) above. The day a course ends must be after the day that a degree  
19 was granted in order to be counted for initial horizontal placement past that  
20 degree. All such applicable credits shall be credited to the professional educator.

21  
22 (5) Any master's degree related to education which is obtained from an accredited  
23 college or university shall count for purposes of placement on the salary schedule.  
24 Professional educators employed after 6/3/88 shall not have any consideration  
25 given to the number of credits required for that degree. Any undergraduate or  
26 graduate credits earned after the attainment of the master's degree shall count for  
27 placement at the levels beyond such degree.

28  
29 (6) If a professional educator earned a second bachelor's degree in order to qualify  
30 for his/her initial teaching certificate, then the first bachelor's degree shall not  
31 count for purposes of initial placement on the salary schedule.

32  
33 c. After initial placement on the salary schedule, vertical advancement shall normally  
34 be one (1) step for each year of District experience. Should a professional educator  
35 be paid for one (1) full semester or more, it shall be counted as one (1) full year for  
36 vertical advancement purposes. When the Board issues individual contracts in  
37 March of each year, all professional educators who are entitled to increments will be  
38 advanced one (1) step on the existing salary schedule. Upon completion of  
39 negotiations, all professional educators will have their salaries adjusted to the new  
40 salary schedule.

41  
42 After initial placement on the salary schedule, horizontal advancement shall be  
43 limited to one (1) lane change per school year except in cases of attainment of a  
44 master's degree or return from a Board-approved sabbatical or educational leave of  
45 absence. In such instances, a professional educator shall move directly to the

1 appropriate lane for which he/she has submitted proof of degree/credit completion.  
2 NOTE: going from a B+40 to a MS does not constitute a lane change.  
3

4 Unless there is a special reason (e.g., sabbatical, educational leave, working toward  
5 regular certification, course offered on a lengthy periodic cycle), only up to eight (8)  
6 undergraduate or graduate credits in excess of what is needed to move to the next  
7 lane can be completed prior to that lane change becoming effective. Such credits  
8 may then be used for future horizontal lane movement.  
9

- 10 d. Placement on the salary schedule in lanes beyond the MS lane shall be modified to  
11 include credits earned by those professional educators working on two (2) master's  
12 degrees simultaneously or credits earned at National Science Foundation or similar  
13 courses of study. Interpretation of acceptance of credits under this paragraph shall  
14 be made jointly by the Director of Human Resources and a representative of the  
15 Association.  
16
- 17 e. Equivalency hour attainment referred to in Part IV G 2 a (2) shall adhere to the  
18 following:  
19
- 20 (1) One (1) credit from an accredited college or university or VTAE shall be  
21 considered the equivalent of thirty (30) clock equivalency hours. One (1)  
22 Continuing Education Unit (CEU) shall be considered the equivalent of ten (10)  
23 clock equivalency hours. An activity which has a value of less than five (5)  
24 clock equivalency hours shall not count. An activity which has a value of five  
25 (5) or more clock equivalency hours shall be counted in full units of clock  
26 equivalency hours.  
27
- 28 (2) Only DPI certified clock equivalency hours, undergraduate or graduate credits  
29 from an accredited college or university, or credits from a VTAE, or  
30 CEU's/clock equivalency hours issued by an appropriate certifying body shall  
31 serve to fill the requirements.  
32
- 33 (3) An official transcript from the accredited college, university or VTAE or  
34 certification from the DPI or body issuing the CEU's/clock equivalency hours  
35 must be submitted as proof of credit completion.  
36

37 If the nature of a course is not clear from reading the official transcript and  
38 clarification is needed so that the course can be counted as part of the  
39 undergraduate or graduate credits mandated in Part IV G 2 a (2), the Human  
40 Resources Office shall request the professional educator to submit on a District  
41 form the following information:  
42

- 43 (a) The title of the course;  
44  
45 (b) The number and type of credits for the course;  
46

- 1 (c) The name of the accredited college or university or VTAE offering the course;
- 2
- 3 (d) A copy of the course description or outline;
- 4
- 5 (e) A brief statement explaining how the course fits the general philosophical
- 6 statement in Part IV G 2 a (3).
- 7

8 (4) In addition to the above opportunities, an Assistant Superintendent/School  
9 Services may assign undergraduate/graduate credit equivalency (15 hours of  
10 class = 1 credit) to certain designated District-sponsored growth experiences.  
11 These experiences, offered at little or no cost to the participants and designed to  
12 align individual professional growth with the organizational focus of the District,  
13 can be used as undergraduate/graduate credits for horizontal movement on the  
14 salary schedule. In exchange for this opportunity to earn undergraduate/graduate  
15 credit equivalency, a participant must satisfy an Accountability Factor by writing  
16 a paragraph summarizing how he/she has implemented what was learned in class  
17 in his/her school or building with students, parents, and/or other professional  
18 educators. This obligation shall be clearly defined on all documents announcing  
19 a proposed District-sponsored activity of this type and on the enrollment forms  
20 for the activity. When a District-sponsored growth experience of this type is  
21 completed and the Accountability Factor has been validated, the Director of Staff  
22 Development shall notify the Human Resources Office of the participants who  
23 have completed the requirements so that they may receive the proper credit for it.  
24 For purposes of this Section, such notification to the Human Resources Office  
25 shall be considered to have satisfied the requirement for an official transcript.  
26 (NOTE: The undergraduate/graduate credit equivalency shall be used for  
27 horizontal movement on the salary schedule, even if the activity has also been  
28 certified for DPI clock equivalency hours [useable for renewing one's  
29 certification].)

30  
31 (5) Placement shall be made by approval of the Board at its first meeting following  
32 receipt of an official transcript certifying satisfactory completion of approved  
33 credits. Placement for pay purposes shall be retroactive to:

- 34
- 35 (a) The start of the first semester of the current school year of the District for
- 36 credits completed and documented by (a) transcript(s) accompanied by the
- 37 above District form, if necessary, and submitted by November 1 of the current
- 38 school year of the District;
- 39
- 40 (b) The start of the second semester (treated as if it is 92-1/2 contract days in
- 41 length) of the current school year of the District for credits completed and
- 42 documented by (a) transcript(s) accompanied by the above District form, if
- 43 necessary, and submitted by March 1 of the current school year of the District.

1  
2 3. *Co-Curricular Stipends*  
3

4 Stipends for co-curricular duties (which shall be voluntary except as noted in Part II B 2  
5 g (2)) shall be paid in accordance with the schedule set forth in the Appendix attached to  
6 and made a part of this Agreement. Compensation for co-curricular activities which are  
7 expressed in percentages shall be applied to the base salary in effect at the time of the  
8 completion of the activity. Compensation for the following co-curricular activities shall  
9 be prorated and added to a professional educator's paychecks throughout the year:

10  
11 School Paper (SH, MS), Unit Leader (E), Audiovisual (MS, E), Safety Patrol (E),  
12 Student Council (SH, MS, E), Band (SH), Chorus (SH), Orchestra-Strings/Stereo (SH).  
13

14 In the event the Board creates a job or position new to the District which is a new  
15 position within the bargaining unit as defined in Part I B of this Agreement, the Board  
16 agrees to negotiate the stipend for such new job or position with the Association upon its  
17 creation. In negotiating the stipend, equity with other District co-curricular activities  
18 shall be the prime consideration.

**PART V – EVAPORATION**

**A. Permissive Subjects of Bargaining**

Should a law be enacted which shall compel bargaining of items included in this Agreement which may have been considered permissive prior to the enactment of said law, the following procedures shall be followed:

1. Either party to this Agreement shall have the right to file for a declaratory ruling on item(s) in question, irrespective of the new law, so long as the filing is done within thirty (30) days of the official date of publication of said law. The non-challenging party, within thirty (30) days of such filing, shall have the right to submit to the WERC a revised proposal on any or all of the item(s) in question with a request from both parties that such revised proposal(s) be considered at the same time as the original challenge is considered.
2. Parts of the Agreement spoken to in sub "1" above shall be evaporated upon a ruling by the WERC that the item(s) in question is/are a permissive topic of bargaining or at the conclusion of the then current Agreement, whichever occurs later. Until such time, the item(s) in question shall remain in full force and effect.
3. The filing for a declaratory ruling by either party shall not serve to prohibit the other party from presenting a bargaining proposal on the item(s) in question during the course of normal negotiations as provided for in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

Board of Education

Appleton Education Association

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TEACHER SALARY SCHEDULE										
1999-2000										
STEP	BS	BS+9	BS+18	BS+27	BS+40	MS	MS+9	MS+18	MS+27	MS+36
1	27,792 1.0000	28,626 1.0300	29,460 1.0600	30,293 1.0900	31,405 1.1300	31,405 1.1300	32,308 1.1625	33,211 1.1950	34,115 1.2275	35,018 1.2600
2	29,126 1.0480	29,960 1.0780	30,794 1.1080	31,627 1.1380	32,895 1.1836	32,895 1.1836	33,798 1.2161	34,701 1.2486	35,604 1.2811	36,508 1.3136
3	30,460 1.0960	31,294 1.1260	32,128 1.1560	32,961 1.1860	34,384 1.2372	34,384 1.2372	35,288 1.2697	36,191 1.3022	37,094 1.3347	37,997 1.3672
4	31,794 1.1440	32,628 1.1740	33,462 1.2040	34,295 1.2340	35,874 1.2908	35,874 1.2908	36,777 1.3233	37,680 1.3558	38,584 1.3883	39,487 1.4208
5	33,128 1.1920	33,962 1.2220	34,796 1.2520	35,629 1.2820	37,364 1.3444	37,364 1.3444	38,267 1.3769	39,170 1.4094	40,073 1.4419	40,977 1.4744
6	34,518 1.2420	35,351 1.2720	36,185 1.3020	37,019 1.3320	38,853 1.3980	38,853 1.3980	39,756 1.4305	40,660 1.4630	41,563 1.4955	42,466 1.5280
7	35,852 1.2900	36,685 1.3200	37,519 1.3500	38,353 1.3800	40,343 1.4516	40,343 1.4516	41,246 1.4841	42,147 1.5165	43,053 1.5491	43,956 1.5816
8	37,186 1.3380	38,019 1.3680	38,853 1.3980	39,687 1.4280	41,833 1.5052	41,833 1.5052	42,736 1.5377	43,639 1.5702	44,542 1.6027	45,445 1.6352
9	38,520 1.3860	39,353 1.4160	40,187 1.4460	41,021 1.4760	43,322 1.5588	43,322 1.5588	44,225 1.5913	45,129 1.6238	46,032 1.6563	46,935 1.6888
10	39,854 1.4340	40,687 1.4640	41,521 1.4940	42,355 1.5240	44,812 1.6124	44,812 1.6124	45,715 1.6449	46,618 1.6774	47,522 1.7099	48,425 1.7424
11	41,243 1.4840	42,077 1.5140	42,911 1.5440	43,745 1.5740	46,301 1.6660	46,301 1.6660	47,205 1.6985	48,108 1.7310	49,011 1.7635	49,914 1.7960
12	42,577 1.5320	43,411 1.5620	44,245 1.5920	45,079 1.6220	47,791 1.7196	47,791 1.7196	48,694 1.7521	49,598 1.7846	50,501 1.8171	51,404 1.8496
13	44,492 1.6009	45,326 1.6309	46,160 1.6609	46,413 1.6700	49,281 1.7732	49,281 1.7732	50,184 1.8057	51,087 1.8382	51,990 1.8707	52,894 1.9032
14				48,328 1.7389	50,770 1.8268	50,770 1.8268	51,674 1.8593	52,577 1.8918	53,480 1.9243	54,383 1.9568
15					52,841 1.9013	52,841 1.9013	53,744 1.9338	54,067 1.9454	54,973 1.9780	55,873 2.0104
16								56,137 2.0199	57,040 2.0524	57,363 2.0640
17										59,436 2.1386

- 1 The parties recognize that Appleton's 1988-89 salary schedule ranked 17<sup>th</sup> in the state. The goal  
2 of the parties is to maintain a ranking within the top seventeen (17) salary schedules in the state  
3 with a 1994-95 goal of maintaining a ranking within the top fifteen (15).  
4
- 5 The methodology for finding the rank of a salary schedule is to calculate an average dollar  
6 amount using the seven (7) salary schedule benchmarks of B-Minimum, B+6 Steps, B-Maximum  
7 (no longevity), M-Minimum, M+9 Steps, M-Maximum (no longevity), and Scheduled Maximum  
8 (no longevity).  
9
- 10 Going from a BS+40/M to a BS+40/M does not constitute a lane change.  
11
- 12 Should a professional educator who has not received an experience increment for a school year  
13 earn enough additional credits to move horizontally to a lane with more vertical steps, then  
14 he/she shall also move vertically one (1) step for the appropriate portion of that year pursuant to  
15 the provisions of Part IV G 2 e (5).

Teacher Salary Schedule  
2000-2001

To be determined by the parties after all other package costs are known.

## ATHLETIC COACHING STIPENDS

High School Sports	Middle School Sports	Stipend
Athletic Director		17%
Basketball, Head Football, Head Track Head		16.5%
Baseball, Head Cross Country, Head Hockey, Head Soccer, Head Softball, Head Swimming, Head Volleyball, Head Wrestling, Head		13.5%
Baseball, Assistant Basketball, Assistant Cheerleader, Head Football, Assistant Golf, Head Hockey, Assistant Soccer, Assistant Softball, Assistant Swimming, Assistant Tennis, Head Track, Assistant Volleyball, Assistant Wrestling, Assistant		11.5%
Cheerleader, Assistant Cross Country, Assistant Drill Team Tennis, Assistant		9.0%
	Basketball, 7 <sup>th</sup> Grade Basketball, 8 <sup>th</sup> Grade Football, 8 <sup>th</sup> Grade Softball Track, 7 <sup>th</sup> & 8 <sup>th</sup> Grade Volleyball, 8 <sup>th</sup> Grade Wrestling	8.0%
	Cheerleader Cross Country, Head Football, 8 <sup>th</sup> Grade Assistant Track, Assistant	7.0%
	Cross Country, Assistant	6.0%

**ATHLETIC SUPERVISION STIPENDS**

(Per event/evening as authorized by the administration)

	<u>High School</u>		<u>Middle School</u>	
	<u>1999-00</u>	<u>2000-01</u>	<u>1999-00</u>	<u>2000-01</u>
Baseball	\$ 24.73			
Basketball (1) game	\$ 37.72		\$ 20.22	
(2) games			\$ 30.33	
Cross Country	\$ 24.73		\$ 20.60	
Football	\$ 25.33		\$ 20.22	
Hockey	\$ 24.73			
Soccer	\$ 24.73			
Softball	\$ 24.73		\$ 20.60	
Swimming	\$ 25.33			
Track (boys or girls only)	\$ 24.73		\$ 24.73	
(boys & girls same meet)			\$ 38.37	
Volleyball (1) game	\$ 30.82		\$ 20.22	
(2) games			\$ 40.44	
Wrestling	\$ 30.82		\$ 32.88	

**SENIOR HIGH INVITATIONALS**

	<u>1999-00</u>	<u>2000-01</u>
Cross Country	\$ 45.22	
Soccer	\$ 45.22	
Swimming	\$ 45.22	
Track	\$ 45.22	
Volleyball	\$ 45.22	
Wrestling	\$ 45.22	

**SENIOR HIGH – WIAA REGIONAL SECTIONAL EVENTS**

	<u>1999-00</u>	<u>2000-01</u>
Cross Country	\$ 45.22	
Football	\$ 45.22	
Swimming	\$ 45.22	
Track & Field	\$ 45.22	
Volleyball	\$ 45.22	
Wrestling	\$ 60.28	
Soccer/Basketball/Baseball/ Softball:		
One (1) Game	\$ 24.73	
Two (2) Games	\$ 38.37	
Hockey	\$ 60.28	

Rates as indicated are for ticket takers and sellers, supervisors, scorers, timers, place pickers, field judges, announcers and similar volunteer tasks.

The above stipends will be adjusted by the same percentage figure as the base teacher salary schedule increases for succeeding years.

**NON-ATHLETIC STIPENDS**

<b><u>PUBLICATIONS</u></b>	<b><u>SENIOR HIGH</u></b>	<b><u>MIDDLE SCHOOL</u></b>	<b><u>ELEMENTARY</u></b>
Yearbook	17%	7%	
School Paper	9%	5%	
Photography (Yearbook & Paper)	5%		
Business Staff (Yearbook & Paper)	5%		
Patterns of Stardust/Literary Book	3%		

**MUSIC**

Band	11%		
Chorus	9%		
Chorus, Assistant (Based upon a 1.0 Choral teaching assignment)	6%		
Orchestra-Strings/Stereo (per high school)	5.5%		

**DRAMA-FORENSICS**

Stage Manager	7%	3%	
Debate, Head	17%		
Debate, Assistant	12%		
Forensics, Head	16%		
Forensics, Assistant	11%		

The principal of the building and the staff involved in drama activities will cooperatively determine the distribution of monies budgeted for drama at that school dependent upon the number and type of productions scheduled and consistent with the Memorandum of Understanding:

1990-2000:	\$19,807	\$3,931
2000-2001:	\$TBD	\$TBD

**GENERAL**

Audiovisual		3%	3%
Pep Club	5%	3%	
Safety Patrol			3%
Student Council	7%	4%	3%
Unit Leader			6.5%
DECA	12%		

**NON-ATHLETIC STIPENDS****HOURLY ASSIGNMENTS**

<b><u>ACTIVITY</u></b>	<b><u>SENIOR HIGH</u></b>		<b><u>MIDDLE SCHOOL</u></b>		<b><u>ELEMENTARY</u></b>	
	<b><u>1999-00</u></b>	<b><u>2000-01</u></b>	<b><u>1999-00</u></b>	<b><u>2000-01</u></b>	<b><u>1999-00</u></b>	<b><u>2000-01</u></b>
	Intramurals	\$ 9.94/hr		\$ 9.94/hr		\$ 9.94/hr
Noon Lunch Supervision						
For 30-59 minutes	\$ 9.94/hr		\$ 9.94/hr		\$ 9.94/hr	
For less than 30 minutes	\$ 4.97/hr		\$ 4.97/hr		\$ 4.97/hr	
Printing	\$ 9.94/hr		\$ 9.94/hr		\$ 9.94/hr	
Student Supervision after 7:00 p.m. (excluded are school dances & parties) – Per event			\$ 19.86			
Ushers' Club-Per event	\$ 19.86					
Machine Maintenance (Tech Ed & Bus Ed with prior approval of principal and outside school hours)	\$ 9.94/hr		\$ 9.94/hr			
Detention Program Supervision (before/after school)						
For 23 to 46 minutes	\$ 14.40		\$ 14.40		\$ 14.40	
For less than 23 minutes	\$ 7.20		\$ 7.20		\$ 7.20	

**TRAVEL AND SUPERVISORY STIPENDS AT THE SECONDARY (7-12) LEVEL**

A professional educator teaching partially or fully at the secondary (7-12) level shall receive an additional \$1,966 (1999-00) per year payable in 19 (23) equal installments beginning September 30 if they travel between two schools once in a day (prorated for less than full-time secondary assignments.) 2000-01 stipend TBD.

A professional educator teaching partially or fully at the secondary (7-12) level shall receive an additional \$3,278 (1999-00) per year payable in 19 (23) equal installments beginning September 30 if they travel between two schools more than once in a day or if they travel between three (3) or more schools in a day (prorated for less than full-time secondary assignments.) 2000-01 stipend – TBD.

**OTHER**

- A. 1. Assuming an additional teaching assignment during an emergency when the administration cannot secure a qualified substitute and the professional educator has an open period:

At the elementary level, the length of the period may vary depending on the grade, school and/or resource area, but the stipend will stay the same.

	1999-00	2000-01
Senior High School	\$14.40 for one-half to a full period \$7.20 for less than one-half period	\$TBD
Middle School	\$14.40 for 23-46 minutes \$7.20 for less than 23 minutes	\$TBD
Elementary School	\$14.40	\$TBD

2. The above stipend for an elementary professional educator also applies when he/she assumes an additional teaching assignment in a situation where there is no substitute for an art, music or physical education specialist. The length of the period may vary depending on the grade, school and/or resource area, but the stipend will stay the same.
- B. In rare situations where another professional educator cannot be found or it would be very impractical to hire one, a professional educator who voluntarily agrees to assume an additional teaching assignment shall be paid an additional 0.20 of his/her salary (including department head stipend and longevity) for the period of time in question. The effective date for any seniority credits and for the temporary individual contract adjustment shall be the first day that the professional educator performed the assignment. (Note: The above applies to the professional educator receiving the temporary individual contract adjustment. If, for some reason, another professional educator filled in temporarily, then the in-house substitution rate (A) applies to him (her).

- C. Chaperoning students while traveling for activities not related to academic training:

	1999-00	2000-01
Senior High School	\$13.72 per trip within 35 mile radius \$27.37 per trip over 35 mile radius	\$TBD

- D. \$19.19 per hour (2000-01 – TBD) for professional service outside the regular school day (see Part III – 15 for an exception) or calendar at the request of the administration. Excluded are regularly scheduled conferences, open houses and items otherwise covered in this Agreement. Covered items include but are not limited to: M-Team staffings, IEP meetings, Section 504 meetings, Renaissance School Lead Teacher work and At-Risk Band work.
- E. Summer Curriculum Writing \$19.19 per hour (2000-01 – TBD). Professional educators chosen for curriculum writing, Department Supervisors and an Assistant Superintendent/School Services shall cooperatively study topics to be written. An Assistant Superintendent/School Services shall set the maximum number of hours within which the project shall be completed.
- F. Voluntary Curriculum Writing – If curriculum writing is to be done during the regular school day and year, the professional educator will receive his/her regular salary and a qualified substitute shall be provided for the absent professional educator.
- G. Department Heads – (If a member of the bargaining unit) 5% of his/her salary plus release time. The amount of release time shall be mutually agreed upon by the department head and an Assistant

Superintendent/School Services and shall be sufficient to meet the demands of the position. The amount shall minimally be equal to 0.4 FTE of release time and no supervisory responsibilities. An additional 0.1 FTE of release time shall be given in lieu of the monetary stipend (5%) if the department head is an elementary bargaining unit member.

- H. Extended contracts as determined necessary by the central administration for professional work beyond the school year: 2.703% of salary or pro rata (including department head stipend and longevity) per week.
- I. Kindergarten roundup at a pro rata pay for a part-time professional educator.
- J. EEN Summer School Classroom Teachers – 12.5% of salary for 30 work days including 4 hours of direct instruction, plus planning, per work day.
- K. Roosevelt Track Manager: \$222 (2000-01 – TBD)
- L. Teaching assignments which are part of a professional educator's individual contract that are voluntarily taught outside the student school day time schedule and during the student school calendar are payable at one's regular (individual contract) rate of pay.

Dollar amounts stated above are for the 1999-00 school year. They will be adjusted by the same percentage figure as the base of the teacher salary schedule for succeeding years.

## APPENDIX B

1. It continues to be understood that on days on which an entire high school's schedule is reordered (e.g., due to a pep assembly being held), the professional educator's lunch shall be at the time that the identified class period falls in the reordered schedule.
2. A building may alter its daily schedule one time per week to have an all-school reading program (e.g., West Reads), provided that the professional educators have used their site-based decision-making process and reached consensus to alter the daily schedule for the school year in question.
3. Each middle school site may move up to two (2) of their evening conferences in either the fall or the spring to the other semester on the same consensus basis (80% or more) identified in Part III J 1 c.
4. Half-day Kindergarten and Early Childhood professional educators at each elementary site may move one or both of their additional day conference sessions each semester to another time frame (after school or evening) on the same consensus basis (80% or more) identified in Part III J 1 c. Any session moved shall be scheduled for a maximum length of 2 ¼ hours.

# Appleton Area School District-Calendar 1999-2000



**AUGUST 1999**

S	M	I	W	B	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	TO	TO	S/M	EL	27	28
29	30	31				

**SEPTEMBER 1999**

S	M	I	W	B	F	S
			1	2	SD	4
5	NS	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**OCTOBER 1999**

S	M	I	W	B	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	CC	NS	NS	30
31	Friday = October 29					

**NOVEMBER 1999**

S	M	I	W	B	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	CSD	NS	NS	27
28	29	30				
	Friday = November 23					

**DECEMBER 1999**

S	M	I	W	B	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	SD	NS	NS	25
26	NS	NS	NS	NS	NS	

**JANUARY 2000**

S	M	I	W	B	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	WSD	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	Friday = January 13				

For elementary staff, the first 3 days of the school year are intended to be used as follows: 1/2 days for district-wide meetings, 1/2 days for building meetings, and 1 day for classroom preparation.

E=Elementary, M=Middle, S=Sr High  
PK/K = Pre-School/ECH/Kindergarten  
\*Site determines the date and is responsible for getting information to parents.

**WRITING TIME**

Elementary Gr. PK-6:  
no class PM Jan. 14 and May 19  
PK/K also no class AM of 1/17 and 5/18  
Middle/Sr no class all day on Jan. 14

**AUGUST 1999**

- 23 All Staff Report to work
  - 25 First Day Middle & Senior High Classes
  - 26 First Day Elementary Classes
- SEPTEMBER 1999
- 3 All Day No Class - Staff Development (E,M,S) (PM = AASD)

**OCTOBER 1999**

- 5 Middle School Six Week Progress Report #1
  - 27 AM No Class - Parent Conferences (E,M)
  - 27 PM No School Compensation (E,M)
  - 27 End of First Quarter
- NOVEMBER 1999
- 4 PM No Class - Parent Conferences (S)
  - 19 Middle School - First Trimester Ending Date
  - 24 AM No Class - Staff Development (E,M,S)
  - 24 PM No School Compensation (E,M,S)

**DECEMBER 1999**

- 22 PM No Class - Staff Development (E,M,S)
- JANUARY 2000
- 13 Middle School Six Week Progress Report #2
  - 14 AM No Class - Staff Development (E)
  - 14 PM No Class Writing Afternoon (E,PK/K-6)
  - 14 All Day - No Class Records Day (M,S) 1st Semester Ends
  - 17 AM No Class Writing Morning (PK/K only)

**FEBRUARY 2000**

- 18 PM No Class - Staff Development (E)
- 18 All Day No Class - Staff Development (M,S)
- 21 No School
- 25 Middle School - Second Trimester Ending Date

**MARCH 2000**

- 10 PM No School Compensation (E,M)
- 17 AM No Class - Parent Conferences (E,M)
- 17 PM No School Compensation (E,M,S)
- 17 End of Third Quarter

**APRIL 2000**

- 8 PM No Class - Parent Conferences (S)
- 14 Middle School Six Week Progress Report #3
- 21 No School
- 24 All Day No Class - Staff Development (E,M,S)

**MAY 2000**

- 18 AM No Class Writing Morning (PK/K only)
  - 19 AM No Class - Staff Development (E)
  - 19 PM No Class Writing Afternoon (E)
  - 19 PM No Class - Staff Development (M,S)
- JUNE 2000
- 1 PM No Class - Records (M,S)
  - 2 AM No Class - Records (S)
  - 2 PM No Class - Records (E,M,S)
  - 2 4th Quarter, 3rd Trimester & School Year Ends

**CONFERENCES (See Specific Dates Above)**

PK/K same as Elementary plus:  
\* Fall 1 AM No Class & 1/2 Day W/ Sub (PM)  
\* Spring 1 AM No Class & 1/2 Day W/ Sub (PM)  
Elementary - Night conference dates - \*2 or 3 in fall and n spring as determined by each site  
Middle - Same as elementary, plus schools may choose  
\*four conferences in fall and \*two in spring.  
Senior High - \*1 or 2 evenings - spring and fall  
If Senior High chooses two night conferences compensation PMs will be on November 4 & April 6.

**FEBRUARY 2000**

S	M	I	W	B	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	SD	19
20	NS	22	23	24	25	26
27	28	29				

**MARCH 2000**

S	M	I	W	B	F	S
			1	2	3	4
5	6	7	8	9	comp	11
12	13	14	15	16	CC	18
19	NS	NS	NS	NS	NS	25
26	27	28	29	30	31	

Friday = March 15

**APRIL 2000**

S	M	I	W	B	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	NS	22
23	SD	25	26	27	28	29
30	Friday = April 18					

**MAY 2000**

S	M	I	W	B	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	WSD	20
21	22	23	24	25	26	27
28	NS	30	31			

**JUNE 2000**

S	M	I	W	B	F	S
					1	2

**KEY**

- TO Teacher Orientation (No Classes)
- S/M First Day Middle/Sr. High Classes
- EL First Day Elementary Classes
- NS No School All levels
- SD Staff Development - No classes as noted in middle column (PK-12) (SD sessions are three hours)
- W Writing afternoon-no class PM (PK-6)
- End of the Quarter
- comp Parent Conference compensation for night conferences-see middle column for details and levels affected
- WSD Writing and Staff Devel.-See Details
- CSD Compensation + Staff Development see details in middle column
- CC Designated conference date(E,M) subject to whether 2 or 3 nights.
- Calendar Committee Approved 11-8-98
- AEA - Approved 12/7/98
- Programs & Services - Approved 12/18/98
- BOE - Approved 1-11-99

**Approved**

# Appleton Area School District Calendar 2000-2001

August 2000						
S	M	T	W	R	F	S
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	TO		

September 2000						
S	M	T	W	R	F	S
					TO	2
3	NS	S/M	EL	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2000						
S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	CC	NS	NS	28
29	30	31				

November 2000						
S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	CS	10	11
12	13	14	15	16	17	18
19	20	21	CSD	NS	NS	25
26	27	28	29	30		

December 2000						
S	M	T	W	R	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	SD	23
24	NS	NS	NS	NS	NS	30
31						

January 2001						
S	M	T	W	R	F	S
	NS	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	W/R	20
21	PK/K	23	24	25	26	27
28	29	30	31			

**Notes Regarding Bolded Calendar Days**

- August 2000**  
 31 Staff Orientation Meetings-Classroom Prep
- September 2000**  
 1 Staff Orientation Meetings-Classroom Prep  
 4 No School - Labor Day  
 5 First Day Middle & Senior High Classes  
 6 First Day Elementary Classes
- October 2000**  
 25 AM no class - Parent Conferences (E,M)  
 25 PM no school - Conf. Compensation (E,M)  
 26 & 27 No School WEAC Convention
- November 2000**  
 9 PM no class - Parent Conferences (S)  
 22 AM no class - District Staff Dev. (E,M,S)  
 22 PM no school - Conf. Compensation (E,M,S)  
 23 & 24 no school - Thanksgiving Break
- December 2000**  
 22 PM no class - Staff Development (E,M, S)  
 25 to 29 no school - Winter Break
- January 2001**  
 1 No School - New Years Day  
 19 PM no class - Writing Afternoon (E, PK/K)  
 19 All Day - no class Records Day (M,S)  
 22 AM no class - Writing (.5 PK/K only)
- February 2001**  
 16 All Day no class - Staff Development (E,M,S)
- March 2001**  
 16 All Day no class - Staff Development (E,M,S)  
 23 AM no class - Parent Conferences (E,M)  
 23 PM no class - Conf. Compensation (E,M)  
 29 PM no class - Parent Conferences (S)
- April 2001**  
 6 PM no class - Conf. Compensation (E, M,S)  
 9 to 13 No School - Winter Break  
 16 All Day no class Staff Development (E,M,S)
- May 2001**  
 17 AM no class Writing (.5 K/PK only)  
 18 AM no class - Staff Development (E)  
 18 PM no class - Writing Afternoon (E, PK/K)  
 18 PM no class - Staff Development (M,S)  
 28 No School - Memorial Day Holiday
- June 2001**  
 7 PM no class - Records (M,S)  
 8 AM no class - Records (S)  
 8 PM no class - Records (E,M,S)

February 2001						
S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	SD	17
18	19	20	21	22	23	24
25	26	27	28			

March 2001						
S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	SD	17
18	19	20	21	22	CC	24
25	26	27	28	CS	30	31

April 2001						
S	M	T	W	R	F	S
1	2	3	4	5	comp	7
8	NS	NS	NS	NS	NS	14
15	SD	17	18	19	20	21
22	23	24	24	26	27	28
29	30					

May 2001						
S	M	T	W	R	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	K/PK	WSD	19
20	21	22	23	24	25	26
27	NS	29	30	31		

June 2001						
S	M	T	W	R	F	S
					1	2
3	4	5	6	RMS	R	

**Semester/Trimester Dates**

**Senior High and Elementary**

End of 1st Qtr	Nov. 3
End of 2nd Qtr/Semester	Jan. 18
End of 3rd Qtr	Mar. 23
End of 4th Qtr/Semester	Jun. 7

**Middle**

1st Six Wks Report	Oct. 13
End of 1st Trimester	Nov. 30
3rd Six Wks Report	Jan. 18
End of 2nd Trimester	Mar. 2
5th Six Wks Report	Apr. 24
End of 3rd Trimester	Jun. 7

E=Elementary, M=Middle, S=Sr High  
 PK/K = Pre-School/ECH/Kindergarten  
 SD= Staff Development  
 W = Writing time  
 C = Conference or Conference Comp time  
 R = Records Day

Recommendation of Joint AEA / Administrator  
 Committee

Approved by BOE  
 2-28-00

## APPENDIX D

### Group Long-Term Care Plan Minimum Specifications

- Tax qualified plan
- Thirty (30) day elimination period
- Guaranteed issue for employees who are not already eligible to receive benefits because of functional incapacity or severe cognitive impairment
- 5% inflation protection benefit (compounded annually)
- 30-day bed reservation benefit if hospitalized
- Waiver of Premium – after insured has retired, has attained age 65, and has paid premiums or had premiums paid on his/her behalf for at least 360 months
- Alternate portability – group plan at group rates as long as carrier continues to insure the eligible class of employees to which one belonged before retirement and the retiree is at least 55 year olds

1 • MEMORANDUM OF UNDERSTANDING

2 between the

3  
4 APPLETON AREA SCHOOL DISTRICT

5  
6 And the

7  
8 APPLETON EDUCATION ASSOCIATION

9  
10 The following items were a part of negotiations between the Board of Education and the Appleton  
11 Education Association. By agreement between those parties, these items are not being made a part of  
12 the formal written contract but will exist as a Memorandum of Understanding.

13  
14 I. CO-CURRICULAR STIPENDS

15  
16 A. SPECIAL OLYMPICS

17  
18 If Special Olympics assignments are split between two or more individuals, the  
19 following percentages shall apply:

20

Coordinator	0.75%
Bowling	1.75%
Run, Dribble & Shoot	0.75%
Swimming	0.75%
Track and Field	2.00%
Total Stipend	6.00%

21  
22 B. SENIOR HIGH SCHOOL ATHLETIC DIRECTOR

23  
24 In addition to monetary stipends as indicated in the Agreement, senior high school  
25 athletic directors shall continue to receive released time pursuant to past practice.

26  
27 C. GENERAL

28  
29 Applicants for co-curricular activities shall not be discriminated against because of  
30 the grade level at which they work.

31  
32 D. SENIOR HIGH SCHOOL DRAMA STIPENDS

33  
34 If the school year includes a musical production, a major production, and a minor  
35 production, then the total budget is allocated 1/2 - 1/3 - 1/6 for the respective  
36 productions.

37  
38 If the school year includes two (2) major productions and one (1) minor production,  
39 then the total budget is allocated 40% - 40% - 20% for the respective productions.

40  
41 If, for some reason, a building has less than three (3) productions in a year or the  
42 combination of productions is different than listed above, then the allocation formula  
43 shall still apply. Examples:

- 1 1. Two musicals in a year – allocation  $\frac{1}{2}$  -  $\frac{1}{2}$ .
- 2
- 3 2. Two minors and one major in a year – allocation 20% - 20% - 40%.
- 4
- 5 3. Three majors in a year – allocation – not possible. Combination must be changed
- 6 to be less than or equal to 100%.
- 7
- 8 4. One major and one minor in a year – allocation 40% - 20%.
- 9

## 10 II. Schedule for Arena Staffings

11  
12 The schedule for Arena Staffings which appears on page 24 is to be effective for the  
13 2000-01 school year. For the 1999-2000 school year, the schedule contained in the  
14 waiver approved by the parties on or about 1/4/00 shall be in effect.  
15

## 16 III. Insurance

### 17 a) Dental

18  
19  
20 Effective 7/1/00, change coverage for full month x-rays from once in any  
21 consecutive 36-month period to once in any consecutive 24-month period.  
22

23 Effective 7/1/00, add sealant coverage for dependent children.  
24

### 25 b) Health

26  
27 Effective 7/1/00, change lifetime maximum benefit from \$1,000,000 to  
28 \$2,000,000.  
29

30 Effective 7/1/00, add a waiver of premium rider to cover a disabled employee  
31 after a waiting period.  
32

33 Effective 7/1/00, add coverage for the replacement of prosthetic devices and  
34 supplies.  
35

### 36 c) Long-Term Care

37  
38 Effective July 1, 2000, the WEA Insurance Group Long-Term Care plan shall be  
39 implemented.  
40

41 Retirees who finish out the 1999-2000 school year on active status shall be  
42 eligible to enroll and the premiums for July and August shall be paid by the  
43 district. Premiums after 8/31/00 shall be the responsibility of these retirees.  
44

## 45 IV. Teacher Emeritus Program Stipend

46  
47 As currently designed, the IRS may view the TEP stipend as being “constructively  
48 received” when a professional educator meets the minimum eligibility requirement of age  
49 ( $\geq 55$ ) plus total service ( $\geq 70$ ). If this were to hold true, the IRS would expect a

1 professional educator to pay tax on this benefit even if he/she had not exercised his/her  
2 right to it by retiring.  
3

4 The AEA shall provide the district with a opinion on this issue from a tax attorney,  
5 including possible conceptual adjustment to the design to eliminate this issue. This  
6 opinion will then be forwarded to a tax attorney of the district's choosing. If the two  
7 agree, then the parties agree to modify the language to eliminate the issue. If the two  
8 disagree, they will select a mutually agreeable third tax attorney. His/her opinion will be  
9 controlling. If he/she sees no problem, then the issue is considered resolved. If he/she  
10 agrees with the AEA's attorney, then the parties agree to modify the language to  
11 eliminate the issue.  
12

#### 13 **V. Placement And Advancement On The Salary Schedule**

14  
15 The IRC Sub-Committee is authorized to review the following (pp. 86-90):  
16

- 17 • VTAE credits
- 18 • Time when course is taken
- 19 • Experience credits for new hires—what counts, how calculated
- 20 • (6)
- 21 • not counting those with less than 5 clock equivalency hours
- 22 • transcripts
- 23 • Add credit for long-term subbing under letter contract.
- 24 • Full credit given for those who leave and return to the District
- 25 • Delete 3<sup>rd</sup> sentence in e(1).
- 26 • Revise to reflect solution of problem which occurred in e(4).
- 27 • Credits before certification.

28  
29 Any recommendations shall be forwarded to the full IRC for possible implementation of  
30 Part I-A, paragraph 3.  
31

#### 32 **VI. New Activities**

33  
34 The district shall inform the AEA when it creates an activity or an activity category not  
35 specifically listed in Appendix A<sup>4</sup> – Other. The district shall then negotiate the impact of  
36 that decision with the AEA.  
37

#### 38 **VII. Data Collection – Substitute Situations**

39  
40 Occasionally, elementary teachers are assigned extra students during their teaching hours  
41 because of the lack of a substitute. The parties shall each collect data on such situations  
42 and shall share it on a periodic basis.  
43

#### 44 **VIII. Co Curriculars**

45  
46 An AEA/AASD Ad Hoc Committee shall be created to review all co-curricular activities.  
47 This Committee shall prepare a report so that the Negotiations Committees of the parties  
48 can consider its recommendations and rationale in bargaining a successor Agreement.

1 Any changes that the parties agree to for the positions of Head Cheerleading, Head  
2 Driving and Strength Coach (if created by the Board) shall be retroactive to 7/1/00.  
3

4 **IX. Professional Educator Workload**  
5

6 An AEA/AASD Ad Hoc Committee shall be created to review the workload of  
7 professional educators (e.g., what tasks currently exist, are others needed, can some be  
8 deleted, how can we be more efficient, does timing have an impact, etc.). This  
9 Committee shall prepare a report so that the Negotiations Committees of the parties can  
10 consider its recommendations and rationale in bargaining a successor Agreement.  
11

12 **X. Staff Development/Mentoring**  
13

14 An AEA/AASD Ad Hoc Committee shall be created to review staff development  
15 activities in the district. This Committee shall prepare a report so that the Negotiations  
16 Committees of the parties can consider its recommendations and rationale in bargaining a  
17 successor Agreement.  
18

19 As a component of this Committee's charge, the parties authorize the establishment of a  
20 Mentoring Pilot Program. A team of three (3) administrators and three (3) members  
21 appointed by the AEA President, together with ex-officio participation by Board  
22 members should they choose to participate, shall be charged with development of the  
23 pilot program. At least one if not more versions of the program are to be established for  
24 the fall of 2000. This team shall also prepare a requested budget and give it to a Board  
25 member on the district's Negotiations Committee for presentation to the full Board. The  
26 Board shall have the final decision on the requested budget. This team is also charged  
27 with developing an evaluation document for the pilot(s) and forwarding the results of this  
28 evaluation, together with recommendations, to the Board through its Personnel  
29 Committee and to the Appleton Education Association through its President.  
30

31 **XI. Red Cross Lifesaving Certification**  
32

33 Questions and issues have arisen with regard to PE and APE professional educators  
34 having to have Red Cross Lifesaving certification. The undersigned parties agree to the  
35 following:  
36

- 37 A. A PE or APE professional educator having one or more swimming classes shall  
38 be required to obtain and maintain a Red Cross Lifesaving Certificate as long as  
39 he/she has such an assignment. The certificate must be obtained by the first day  
40 of classes or within three (3) months of the acceptance of an initial contract/award  
41 of the position.  
42
- 43 B. As with other certification, the lifesaving certification may be allowed to expire or  
44 may be given up. In such situations, the professional educator may be subject to  
45 possible transfer or layoff.  
46

47 **XII. Certification**  
48

49 The undersigned parties agree that for the purposes of applying Part II-B-2-g,  
50 required certification shall be as follows:

1  
2 An individual currently using a certification (life, standard or non-regular) can  
3 bid, move, or be reassigned to another position requiring that same certification  
4 under the existing terms of the Agreement.  
5

6 The District shall continue to post positions stating the specific certification  
7 required if not evident by the posting. If, however, the District at the onset or  
8 subsequently decides to accept non-regular licensure, that shall be stated in the  
9 initial posting in the former or the position will be reposted stating non-regular  
10 certification acceptable for the latter. An applicant with current certification or  
11 DPI reasonable assurance of eligibility has priority over those who do not. Part  
12 (3)(a) on page 29 shall not apply to an applicant for a position in which District-  
13 initiated non-regular licensure is acceptable.  
14

15 **XIII. 2000-2001 Salary Schedule**  
16

17 The parties have agreed to a total package of 4.0981% for 2000-2001. Once all the other  
18 variables are determined, the 2000-01 salary schedule will be computed.  
19  
20  
21

---

22 For the AEA

---

For the AASD



**APPLICATION FOR MILEAGE REIMBURSEMENT FOR TRAVELING  
BETWEEN BUILDINGS DURING THE REGULAR SCHOOL YEAR**

Applicant's Name \_\_\_\_\_

I started traveling on - Date: \_\_\_\_\_

Actual mileage required during the work day (see chart on the back):

Monday	- from _____	to _____	= _____	miles
Tuesday	- from _____	to _____	= _____	miles
Wednesday	- from _____	to _____	= _____	miles
Thursday	- from _____	to _____	= _____	miles
Friday	- from _____	to _____	= _____	miles

Weekly Total = \_\_\_\_\_ miles

Weekly Total x 4 = \_\_\_\_\_ miles per month x \$.20 = (A) \_\_\_\_\_

Monthly Reimbursement (A) \_\_\_\_\_

= (Total) \_\_\_\_\_ \*

\*If the total is less than \$8.00, the monthly reimbursement shall be \$8.00.

It is recognized that the calendar and even the weather can cause mileage to vary. This is not intended to be a mile-for-mile reimbursement. It is an approved monthly mileage stipend for this school year only.

\_\_\_\_\_  
Applicant's Signature

\* Supervisor's Signature Representing Review \_\_\_\_\_

\* Charge the above amount to account number \_\_\_\_\_  
(If other than account number P10-802-342-11000-000-1)

\* The supervisor must send a copy of the application to the applicant.

\_\_\_\_\_  
Assistant Superintendent/Business Services

NOTE: Those professional educators who travel on a regular basis but who do not have a fixed schedule should estimate the number of miles required to be traveled in the course of a month. Should this estimate later prove inaccurate, a professional educator should keep a log for a typical period (e.g., day, week, month) and present it to his/her supervisor to document the need for an adjustment in his/her travel allowance.

APPLETON AREA SCHOOL DISTRICT

MILEAGE CHART

	BAD	BER	COL	EDI	FER	FOS	FRA	HIG	HOR	HOU	HUN	JEF	JOH	LIN	MCK	RIC	MOR	ADM	EIN	MAD	ROO	WIL	EAS	NOR	WES
BAD	-	6.0	3.4	3.5	5.3	3.3	4.4	3.1	5.7	3.1	5.4	1.8	5.0	2.5	4.7	4.1	3.0	3.0	5.0	4.2	4.0	2.0	4.7	8.3	2.0
BER	6.0	-	4.1	3.1	5.5	2.8	4.7	5.9	1.1	7.2	4.8	4.2	2.6	4.9	1.3	2.1	3.7	3.7	5.2	1.8	4.1	4.5	1.9	7.3	5.0
COL	3.4	4.1	-	1.0	2.0	2.0	1.0	1.9	3.8	3.8	2.1	1.9	3.0	1.2	2.9	2.0	0.4	0.4	1.7	2.5	0.5	1.3	2.9	4.5	1.3
EDI	3.5	3.1	1.0	-	2.3	2.0	1.6	2.8	2.8	4.2	1.9	2.1	2.0	2.0	2.3	1.0	0.6	0.6	2.1	1.8	1.8	1.5	1.9	4.2	1.9
FER	5.3	5.5	2.0	2.3	-	3.9	1.3	2.2	5.1	2.2	1.7	4.1	4.3	2.9	4.5	3.3	2.3	2.3	0.3	4.0	1.8	3.4	4.2	2.7	3.2
FOS	3.3	2.8	2.0	2.0	3.9	-	3.0	3.0	2.5	4.6	4.0	1.5	2.9	2.3	1.5	2.0	1.6	1.6	3.8	1.0	2.5	1.8	2.1	6.5	2.2
FRA	4.4	4.7	1.0	1.6	1.3	3.0	-	1.4	4.3	3.0	1.0	2.9	3.6	2.0	3.7	2.6	1.4	1.4	1.0	3.2	0.6	2.4	3.5	3.5	2.3
HIG	3.1	5.9	1.9	2.8	2.2	3.0	1.4	-	5.4	2.0	2.4	2.0	4.8	0.8	4.5	3.8	2.3	2.3	2.0	4.0	1.7	1.4	4.7	5.0	1.1
HOR	5.7	1.1	3.8	2.8	5.1	2.5	4.3	5.4	-	6.8	4.7	3.8	1.5	4.5	1.1	1.8	3.4	3.4	4.9	1.4	3.8	4.0	1.0	7.0	4.5
HOU	3.1	7.2	3.8	4.2	2.2	4.6	3.0	2.0	6.8	-	4.0	3.5	6.0	2.6	6.0	5.1	3.6	3.6	2.4	5.5	3.4	2.8	6.0	4.5	2.3
HUN	5.4	4.8	2.1	1.9	1.7	4.0	1.0	2.4	4.7	4.0	-	4.0	3.9	3.0	4.2	2.9	2.5	2.5	1.5	3.7	1.5	3.4	3.8	2.5	3.4
JEF	1.8	4.2	1.9	2.1	4.1	1.5	2.9	2.0	3.8	3.5	4.0	-	3.7	1.2	2.9	2.7	1.6	1.6	3.7	2.4	2.4	0.7	3.3	6.5	1.1
JOH	5.0	2.6	3.0	2.0	4.3	2.9	3.6	4.8	1.5	6.0	3.9	3.7	-	3.8	2.1	1.1	2.6	2.6	4.1	2.0	3.0	3.2	0.9	6.0	3.7
LIN	2.5	4.9	1.2	2.0	2.9	2.3	2.0	0.8	4.5	2.6	3.0	1.2	3.8	-	3.7	2.8	1.4	1.4	2.6	3.2	1.5	0.5	3.7	5.7	0.3
MCK	4.7	1.3	2.9	2.3	4.5	1.5	3.7	4.5	1.1	6.0	4.2	2.9	2.1	3.7	-	1.4	2.5	2.5	4.3	0.5	3.0	3.2	1.3	6.3	3.7
RIC	4.1	2.1	2.0	1.0	3.3	2.0	2.6	3.8	1.8	5.1	2.9	2.7	1.1	2.8	1.4	-	1.6	1.6	3.1	1.3	2.0	2.3	0.9	5.2	2.8
MOR	3.0	3.7	0.4	0.6	2.3	1.6	1.4	2.3	3.4	3.6	2.5	1.6	2.6	1.4	2.5	1.6	-	0	2.1	2.0	0.8	1.0	2.5	4.9	1.3
ADM	3.0	3.7	0.4	0.6	2.3	1.6	1.4	2.3	3.4	3.6	2.5	1.6	2.6	1.4	2.5	1.6	0	-	2.1	2.0	0.8	1.0	2.5	4.9	1.3
EIN	5.0	5.2	1.7	2.1	0.3	3.8	1.0	2.0	4.9	2.4	1.5	3.7	4.1	2.6	4.3	3.1	2.1	2.1	-	3.8	1.4	3.0	4.0	3.0	2.9
MAD	4.2	1.8	2.5	1.8	4.0	1.0	3.2	4.0	1.4	5.5	3.7	2.4	2.0	3.2	0.5	1.3	2.0	2.0	3.8	-	2.5	2.7	1.2	5.8	3.2
ROO	4.0	4.1	0.5	1.0	1.8	2.5	0.6	1.7	3.8	3.4	1.5	2.4	3.0	1.5	3.0	2.0	0.8	0.8	1.4	2.5	-	1.8	2.9	4.0	1.8
WIL	2.0	4.5	1.3	1.5	3.4	1.8	2.4	1.4	4.0	2.8	3.4	0.7	3.2	0.5	3.2	2.3	1.0	1.0	3.0	2.7	1.8	-	3.2	5.8	0.5
EAS	4.7	1.9	2.9	1.9	4.2	2.1	3.5	4.7	1.0	6.0	3.8	3.3	0.9	3.7	1.3	0.9	2.5	2.5	4.0	1.2	2.9	3.2	-	6.0	3.7
NOR	8.3	7.3	4.5	4.2	2.7	6.5	5.0	7.0	4.5	2.5	6.5	6.0	6.0	5.7	6.3	5.2	4.9	4.9	3.0	5.8	4.0	5.8	6.0	-	6.0
WES	2.0	5.0	1.3	1.9	3.2	2.2	2.3	1.1	4.5	2.9	3.4	1.1	3.7	0.3	3.7	2.8	1.3	1.3	2.9	3.2	1.8	0.5	3.7	6.0	-

## STIPEND FOR TRAVELING EDUCATORS WITH ASSIGNED SUPERVISION

Contract language provides that:

In lieu of the former supervisory credit, professional educators teaching partly or fully at the secondary (7-12) level shall receive an additional yearly stipend if they travel between two (2) schools once in a day. The stipend is significantly larger if they travel between two (2) schools more than once in a day or if they travel between three (3) or more schools in a day. The exact amounts are set forth in the Master Agreement with the AEA. Such amounts shall be pro-rated and added to professional educator's checks for payment throughout the year. Part-timers affected by the above shall receive pro-rated amounts as they would have had pro-rated supervision. Increases in these figures will be adjusted by the same percentage figure as the base teacher salary schedule increases for succeeding years.

The stipends referenced in the first paragraph shall be paid to all professional educators teaching partly or fully at the secondary (7-12) level who travel as specified above. However, if a professional educator does not wish to have a supervisory assignment (this includes homeroom/resource period or study hall at the junior high level) and his/her immediate administrative supervisor(s) concur(s), then the payment of the stipend shall be waived. Such mutual agreement must be in writing.

When calculating the amount payable to a professional educator, the formula(s) is/are only applied to the day(s) on which one has a secondary (7-12) supervisory assignment. Resource activities done at a time other than resource period qualify for purposes of applying the above formula(s) to a professional educator's schedule.

If an educator has less than a 100% contract, the stipend is pro-rated. He/she is entitled to supervisory time and compensation only for that percentage of their contract time (e.g., if educator has a 60% contract, he/she would only need to do 60% of full-time supervision and will be paid 60% of the stipend).

This is not reimbursement for travel mileage. This is compensation for time lost that might otherwise be used for educational preparation for classroom teaching.

I meet the provisions of the contract and qualify for the above stipend. I am a \_\_\_\_\_ full time \_\_\_\_\_ part time (indicate %) \_\_\_\_\_ teacher.

Please indicate your daily travel schedule and supervisory assignment following the example in the box below:

**EXAMPLE:**

	Assigned Supervision	School Supervision Assigned To	Daily Travel Schedule		
Monday	Resource Hour	WHS	From	EIN To	WHS To WIL

Monday	_____	_____	From	_____	To	_____
Tuesday	_____	_____	From	_____	To	_____
Wednesday	_____	_____	From	_____	To	_____
Thursday	_____	_____	From	_____	To	_____
Friday	_____	_____	From	_____	To	_____

I WILL BE TRAVELING: FULL YEAR \_\_\_\_\_ SEMESTER I \_\_\_\_\_ SEMESTER II \_\_\_\_\_ OTHER \_\_\_\_\_

\_\_\_\_\_  
Employee Name (Print)                      Date                      Employee Signature

Verified by: \_\_\_\_\_  
Date                      Principal/Supervisor

**Return this form to Payroll by the first Friday in September.**

# PROXY FOR ARENA STAFFING

I, \_\_\_\_\_, grant \_\_\_\_\_,  
(print your full name) (print your proxy's full name)

a member of the AEA bargaining unit, full authority to act on my behalf at the following Arena Staffing(s):

March 1999	March 2000
April 1999	April 2000
May 1999	July 2000
July 1999	4 <sup>th</sup> mutually agreeable Arena in 2000

Cross out any of the above that are not applicable.

**NOTE:**

- (1) Oral proxies will not be accepted.
- (2) Written proxies with any limitations on the proxy's authority will not be accepted.
- (3) If a professional educator has issued more than one (1) proxy, then only the one with the most recent date shall be accepted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**A**

Absence from Night Conferences, 59  
 Access To Individual Education Plans, 60  
 Additional Professional Responsibilities, 56  
 adoption, 65, 80, 85  
 AEA President, 31, 38  
 Agreement, 1  
 Agreement Clause, 4  
 Alleged Incompetence, 17  
 Alleged Misconduct, 17  
 Ambulance Coverage, 67  
 Appeal to Board, 18  
 Application for Mileage Reimbursement, 63  
 Application for Monthly Travel Stipend, 63  
 Arbitration, 7  
   Disposition, 8  
   Guidelines, 7  
   Procedures, 7  
 Arbitration Board, 7  
 Arena Staffing, 22  
   "Without an Assigned Position" Status, 30  
   Proxy, 24  
   Proxy Form, 24  
   Registration, 25  
   Vacancies Not Publicized, 26  
 Assignment, 32  
   Notification of, 37  
 Assignment Changes, Internal, 22  
 Assignment of Bargaining Unit Work, 23  
 Assigns, 4  
 Association Days, 2  
 Athletic Coaching Stipends, 95  
 Athletic Supervision Stipends, 96  
 Automobile Accident, 81

**B**

Basic Declaration, 1  
 Birth of a Child, 80  
 Board Appeal, 18  
 Board of Education Functions, 2  
 Board of Education Personnel Committee, 7  
 Bumping, 8, 19

**C**

Calendar, 61  
 Catastrophe, Natural, 81  
 CEU (Continuing Education Unit), 89  
 Change in Grade Structure, 35  
 Changes in Delivery/Philosophy at Building/District Level, 36  
 Class Size, 47  
 Closing Of Schools, 48  
 Co-Curricular Stipends, 91  
 Compensatory time, 49, 58  
 Compensatory Time, 16  
 Complaint Procedure, 5  
 Complete Agreement Clause, 4  
 Conditions, Teaching, 47  
 Continuing Education Unit, 89  
 Contracts, 13  
 Cooperative evaluation Procedure

Professional Educators New to a Building or a Unique Situation, 42  
 Cooperative Evaluation Procedure, 41  
   Professional Educators Needing Assistance, 42  
   Professional Educators with Probationary Status, 42  
 Court Appearance, 80  
 Curriculum Writing, Stipend, 99

**D**

Death in Family, 61  
 Deductions  
   Mandatory, 41  
   Voluntary, 41  
 Dental Insurance, 65  
 Department Head Stipend, 68  
 Direct Deposit, 63  
 Disciplinary Records, 18  
 Discipline, 9  
 Dismissal, 9  
 Disorderly Student Policy, 60  
 Displacement, 8  
 DPI Certified Clock Hours, 89  
 Drama Stipend, 105  
 Dues Check Off, 39

**E**

Educational Leave of Absence, 88  
 EEN Summer School Stipend, 100  
 Elementary Progress Reports, 60  
 Emergency and Personal Leave, 79  
 Emergency Closing Of Schools, 48  
 Employer's Liability Insurance, 68  
 Employment of Non-Bargaining Unit Personnel, 39  
 Employment Status, 8  
 Estate Settling, 80  
 Evaluation, 42  
 Evaluation Form, PBTE, 42  
 Evidence of Insurability, 65  
 Extended contracts, Stipend, 100  
 Extended Group Insurance, 66

**F**

Fair Share, 39  
 Filling of Vacancies, 24  
 Fire, 81  
 Fox Communities Credit Union, 41  
 Fringe Benefits and Wages, 63  
 Full-Time Employee, 9

**G**

Good Faith Bargaining, 2  
 Graduate Credit, 87  
 Group Long-term Disability Insurance, 65

**H**

Health Insurance, 67  
 Hepatitis B Immunization, 47  
 High School Athletic Director, 105  
 High School Drama Stipends, 105

## I

I.E.P. Meetings, 55  
I.R.C., 6, 44  
IEP, Stipends, 99  
Illness, 10  
Immediate Family, 61  
Inclement Weather, 48  
Incompetence, 17  
Indemnification Clause, 40  
Individual Education Plans, 60  
Initial Placement, 88  
Injury, 68  
Injury In Line Of Duty, 86  
Insurance Benefits, 65  
Involuntary Layoff, 19  
Involuntary Leave, 9  
Involuntary Transfer, 33  
Issues Resolution Council, 1, 44

## J

Job Posting, 39  
Job Sharing, 15  
Jury Duty, 82

## K

Kindergarten Conferences, 59  
Kindergarten Roundup, 100

## L

Layoff, 9, 18  
Leave of Absence, 66  
Liability Insurance, 68  
Life Insurance, 85  
Long-Term Disability Insurance, 67  
Loss of Seniority, 13

## M

Medical Underwriting, 65  
Membership In Private Organizations, 47  
Memorandum of Understanding, 105  
Middle School Supervisory Credit Elimination, 54  
Mileage Rate, 64  
Military Leave, 82  
Misconduct, 17  
M-Team Staffings, 55

## N

NEA-PAC, 41  
Night Conferences, 59  
Non-Athletic Stipends, 97  
Non-Classroom Professional Educators, 56  
Non-Discrimination, 3  
Non-Renewal, 9  
Non-Teaching Leadership Position, 9

## O

Obligations and Conditions, 47  
Olympics, Special, 105

Oral Reprimand, 16

## P

Pallbearer, 81  
Parent Conferences, 57  
Part-time Employee, 10  
Payroll Procedures, 39  
Peace Corp., 85  
Permissive Subjects of Bargaining, 92  
Personal Days, 81  
Personal Leave, 82  
Personnel Committee, 7  
Personnel Files, 45  
Physical Exam and X-Ray, 47  
Placement and Advancement in the Salary Schedule, 87  
Posting And Filling Of Vacancies in Special Positions, 31  
Professional Conferences, 83  
Professional Educator Files, 61  
Professional Growth Of Professional Educators, 60  
Progress Reports, 60  
Proxy for Arena Staffing, 114

## Q

Qualifying Life Events, 65  
Quality Instruction Training, 41

## R

Recall from Layoff, 20  
Recognition of Bargaining Agent, 1  
Reduction in Contract, 15  
Regular Employee, 10  
Release From Contract, 61  
Replacement Employee, 10  
Reporting Absences, 61  
Reprimand, 9  
Retirement and Social Security, 69  
Return From a Special Position, 37  
Return from Leave, 85

## S

Sabbatical Leave, 74  
Safety, 48  
Salary Payment Plan, 63  
Salary Schedule, 72  
School Calendar, 61  
School Day, 49  
Senior High School Athletic Director, 105  
Senior High School Supervisory Credit Elimination, 54  
Seniority, 10  
Separability Clause, 3  
Shared Decision-Making, 45  
Sick Leave, 77  
Site-Based Funds, 46  
Size, Class, 47  
Special Olympics, 105  
Staff Development, 108  
Standards, 2  
Stipends, 91  
Subcontracting, 10  
Substitute Finder System, 81  
Substitute, 10  
Successors, 4

Summer School Stipend, 100  
Supervisory Credit Elimination, 54  
Suspension, 9, 16

**T**

Teacher Emeritus Program, 70  
Term Of Agreement, 4  
Termination of Employment, 9  
Track Manager, Roosevelt, Stipend, 100  
Transfer, 10  
Travel Allowance, 63  
Travel Stipend Application, 63  
Trial Status, 19

**U**

Undergraduate Credit, 87  
Unemployment Compensation, 68  
Utilization Of Other Related Personnel, 62

**V**

Vacancies, 22  
Voluntary Layoff, 19  
Voluntary Transfer, 32

**W**

Waiver Process, 45  
Wisconsin Retirement System, 69  
Work Day, 50  
Workers' Compensation, 68  
Written Reprimand, 16

**X**

X-ray, 47

