

PROFESSIONAL EMPLOYEE AGREEMENT

between

**SCHOOL DISTRICT OF CHILTON
CHILTON PUBLIC SCHOOLS**

and

CHILTON EDUCATION ASSOCIATION

Year 2011 - 2012

TABLE OF CONTENTS

Addendums	22, 25-29
Arbitration.....	3-4
Association Rights	10
Definition of School Day	13-15
Grades K-4.....	13
Grades 5-8.....	13
Grades 9-12.....	14-15
Exigent Circumstances.....	11
Fair Share	11-12
Fringe Benefits.....	19-21
Health Insurance	19-20
State Term Life Insurance.....	20
Long-term Disability Insurance	20
Mileage Reimbursement	20
Pay Periods.....	20
Professional Improvement Credits.....	20
Extended Contracts	20
Department Chair.....	20
Jury Duty.....	20
Teacher Retirement Contribution.....	20
Part-time Teacher.....	21
Copies of Agreement	21
Retirement Incentive	21
Grievance Procedure.....	2-3
Purpose.....	2
Definition	2
Procedures.....	2-3
Inclement Weather Days.....	24
Layoff Procedure	8-10
Procedure	8
Seniority.....	8-9
Recall	9
Benefits During Layoff	9-10
Leave Provisions.....	15-19
Absence Due to Sickness	15-16
Hardship.....	16-17
Emergency	17
Personal.....	17
Additional Authorized	17-18
Professional.....	18
Leaves Occasionally Granted.....	18
Absence Due to Injury	18-19
Leave Notice	19
Family and Medical Leave.....	19
Lunch Supervision	12-13
Management Rights	1-2
Negotiations for Successor Agreements	4
Non-Discrimination	11
Preamble	1

Professional Growth.....	6
Recognition.....	1
Reduction In Hours.....	10
Rules and Regulations For Certified Personnel.....	22-24
Teacher Evaluation.....	22-23
Teacher Files.....	23-24
Savings Clause.....	11
School Calendar.....	10
Scope.....	1
Substitute Teaching Duties.....	15
Teacher Hiring and Qualifications.....	10-11
Teacher Rights.....	4-6
Term of Agreement.....	21-22
Termination of Teaching and Coaching Contracts.....	7-8
Voluntary Dues Deduction.....	12
Working Conditions.....	6-7
Physical Exams.....	7
Retirement Age.....	7
Vacancies.....	7
Transfers.....	7
Residency.....	7

ARTICLE I PREAMBLE

This Agreement is entered into between the School District of Chilton, Chilton, Wisconsin, hereinafter referred to as the "Board" and the Chilton Education Association, hereinafter referred to as the "Association".

ARTICLE II RECOGNITION

The Board recognizes the Chilton Education Association as the exclusive bargaining representative on wages, hours, and conditions of employment for certified employees of the School District.

ARTICLE III SCOPE

The provisions of this contract shall be applicable to all certified personnel employed by the School District of Chilton including classroom teachers, librarians, guidance counselors and special teachers, but excluding the following:

- A. District Administrator and Principals
- B. Office, clerical, maintenance, cafeteria, CESA
- C. Teacher aids, para-professionals, and short-term substitute teachers.

ARTICLE IV MANAGEMENT RIGHTS

Except as herein limited by the specific and express terms of this Agreement, the Board, on its own behalf and on the behalf of the district electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Wisconsin, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To executive management and administrative control of the business and operational activities of the school system and its properties and facilities, and the assigned activities of its employees.
- B. To hire all employees and, subject to the provisions of law, determine their qualifications and the conditions for their continued employment, or their dismissal, and to promote and transfer any such employees.
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic and social events for students, all as deemed necessary or advisable by the Board.
- D. To decide upon the means and methods of instruction, the selection of textbooks, other instructional materials, and the use of teaching aids.
- E. To determine the class schedules, duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities within the total school program, and the terms and conditions of employment.
- F. Other matters pertaining to the directing and controlling of all employees, supervision and directing of the school program, both curricular and co-curricular unless limited within the language of this Agreement.

- G. Unsatisfactory completion of a three-year probationary period for teachers new to the district shall be construed to mean that the District reserves the right to discipline a contracted teacher when it has been determined by the supervisor that the individual has engaged in misconduct, demonstrated a lack of teaching skills, poor teaching performance or ineffective or inappropriate classroom discipline. Discipline, dismissal/non-renewals involving the preceding shall not be subjected to the just cause standard. However, such discipline, dismissals/non-renewals shall not be for arbitrary or capricious reasons.
- H. The parties will jointly request that the arbitrator enter a bench decision.

ARTICLE V GRIEVANCE PROCEDURE

- A. Purpose:

This grievance procedure is designed to insure adequate consideration and appropriate solution of grievances, and hereinafter defined, at the lowest possible administrative level; and nothing in the procedure should be construed to inhibit the continuation of rapport and reasonable informal discussion with teachers, the Association, Principals, Superintendent, and his staff.
- B. Definitions:
 - 1. A grievance is defined as any dispute arising out of interpretation or application of this agreement.
 - 2. The term "days" shall mean days other than weekends and holidays.
 - 3. A grievant may be a teacher, and/or group of teachers experiencing a common grievance.
 - 4. The Association shall not object to members who volunteer their services by assuming duties beyond those listed in their individual contract as long as such duties do not violate this Agreement. Taking on such duties will not be precedent insofar as other present or new members are concerned and it is understood that teachers shall be released from such duties upon their request.
- C. Procedures:
 - 1. First Step
 - a. Within ten (10) days after facts upon which the grievance is based or should have reasonably become known, the grievant shall arrange to meet with his building principal. An effort shall first be made to settle grievances by informal discussions between the grievant and the principal.
 - b. If the matter is not satisfactorily resolved, the grievance shall be reduced to writing and submitted to the principal within ten (10) days. The written grievance shall state as clearly as possible the facts on which it is based, the issue, the persons involved, if there be any the requested remedy, and shall refer to any contract provision(s). The principal shall give a written answer within five (5) days of receipt of the grievance, with a copy to the Association.
 - 2. Second Step

If the grievance is not satisfactorily resolved, it shall be submitted to the Superintendent within five (5) days after having received the answer in the First Step. Within ten (10) days after receipt of the written grievance by the Superintendent, he or the designated representative of the Superintendent will meet with the grievant in an effort to resolve it. Within five (5) days after the meeting, the Superintendent shall respond to the grievance in writing with a copy to the Association.
 - 3. Third Step

If the answer in Step 2 is not satisfactory, the grievance shall be submitted, in writing within ten (10) days, to the Board of Education or a committee thereof. Within ten (10) days after presentation of the written grievance to the Clerk, a review shall be held in the form of a meeting with the employee, the Superintendent and the Board. Within ten (10) days following, the Board shall give a written answer, with a copy to the Association.

4. Fourth Step

If the answer in step three is not satisfactory, the grievant may, within five (5) days of receipt of the answer in step three, proceed to Article VI (A).

- D. An employee who has been notified of discharge or non-renewal of contract may process the grievance commencing at Step Two.
- E. After a grievance has been formally presented, refer to page 2, item V, C, 1, b, a representative of the Association and/or its counsel may attend any meetings, hearings, or appeals along with the grievant that may be required to process the grievance except executive sessions of the Board, representatives and/or counsel.
- F. The parties agree to follow each of the foregoing steps in the processing of a grievance. If the employer fails to give a written answer within the time limits set out for any step, the employee may immediately appeal to the next step. Grievances not processed to the next step by the grievant within the prescribed time limits shall be considered dropped. Records of filed grievance shall not be used in future actions involving the grievant.
- G. It is agreed that time constraints as defined in the foregoing may be waived by mutual agreement.
- H. The parties will jointly request that the arbitrator enter a bench decision.

ARTICLE VI ARBITRATION

- A. Grievances not settled by the grievance procedure may be appealed to arbitration provided:
 - 1. The grievant may within five (5) days request, in writing, that the Association submit the grievance to arbitration.
 - 2. If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) days after receipt by the aggrieved person of the Board's decision.
- B. Upon receipt of written notice of a request for arbitration, the Board and the Association shall notify the WERC who shall assign an arbitrator to the dispute.
- C. The arbitrator shall meet with the representatives of both parties, hear evidence, and give an opinion after the close of the hearing. The decision of the arbitrator shall be final and binding upon both parties.
- D. Each party shall be responsible for the expenses of its representatives and witnesses in this hearing. The fees and expenses of the arbitrator shall be shared equally by the parties.
- E. Grievances involving the same act or same issue may be consolidated in one proceeding, provided the grievances have been processed through the grievance procedure by the time the parties meet with the arbitrator.

- F. It is understood that the function of the arbitrator shall be to interpret and apply specific terms of the Agreement. The arbitrator shall have no power to advise on salary adjustments, except the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement.
- G. The arbitrator may rescind, confirm or modify disciplinary action, including action resulting in loss of pay to the employee involved, but may not exceed the provisions of this Agreement relating to wages and other conditions of employment. It may also order the employee involved not to lose his pay for time spent in arbitration.
- H. Either party may request that the proceedings be transcribed. In such case, the cost of transcription shall be borne by the party making the request. If the arbitrator requests that the proceedings be transcribed, the cost of transcription shall be divided equally between the parties to this Agreement.

ARTICLE VII NEGOTIATIONS FOR SUCCESSOR AGREEMENTS

- A. The parties agree to meet at reasonable times in a good faith effort to reach a settlement of the successor agreement to the existing contract.
- B. In the event negotiations are in progress at the time contracts are to be offered to teachers, the contract may be offered on the basis of the existing contract with notation that the eventual settlement shall be determined through negotiations in progress and accompanied by a letter of explanation agreed to and attached to the existing Agreement.
- C. In the event impasse is declared during negotiations for the successor agreement, resolution of such impasse shall follow procedures as outlined in Wisconsin statutes.

ARTICLE VIII TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or to restrict any teacher such rights as he or she has under the laws and Constitution of Wisconsin, the United States, or other applicable laws, decisions, and regulations.
- B. Before a teacher is subjected to documented disciplinary procedures, reduction in rank or compensation, dismissal or non-renewal, the following procedures will be followed:
 - 1. The employee has been informed of organizational rules related to the orderly, efficient and safe operation of the school district.
 - 2. The employer shall provide appropriate warning, oral or written reprimand.
 - 3. Specific charges leading to such action shall have been made in writing to the employee.
 - 4. An investigation shall be conducted to determine the accuracy of the allegations made to or by the employer against the employee.
 - 5. The employee may request and shall be granted a hearing with the employer regarding such charges. The employee shall have the right to counsel representation at the hearing and the right to grieve any decision and/or action of the Board at the conclusion of the hearing.
 - 6. The employer has disciplined the employee in a non-discriminatory fashion appropriate to the documented/substantiated offense.
 - 7. Grievances filed under this provision of the Agreement shall commence with the Arbitration step of the Grievance Procedure.

- C. In addition, the renewal or non-renewal of a teacher's contract shall follow the procedures outlined in Section 118.22 of Wisconsin Statutes, as modified by Article IV, subheading G, of this agreement.
- D. Parent-teacher conferences shall be considered a part of the regular program of the district. Teachers shall be present at such conferences during the day and/or evening as set by the administration.
- E. Those special duties of teachers which are of regular occurrence shall require that teachers be provided with a description of duties and responsibilities for such assignments.
- F. (1) Each year, on or before March 15th, the teacher shall receive a contract of the coming school term. Teachers shall be required to accept, or reject such contract prior to April 15th in writing to the Superintendent as the agent for the Board. The contract shall identify "an assignment for which the teacher is certified" and the salary to be paid to the teacher for the school year.

Co-curricular assignments will be performed under a separate contract and shall not be subject to Wisconsin State Statute 118.22.

- (2) In the event that negotiations have not been concluded for a particular forthcoming school year, the District may issue a letter of intent (notice of renewal) in lieu of an individual contract pending resolution of the negotiations. The letter of intent shall identify "an assignment for which the teacher is certified".
- (3) Teachers accepting coaching and other Co-Curricular assignments shall be advised prior to signing their contracts that the assignment shall be for a period of three (3) years. After an initial coaching or other Co-Curricular assignment of three (3) years, with the exception of class advisor which is a four (4) year commitment, subsequent voluntary assignments will not exceed one (1) year, unless otherwise agreed upon by the teacher and the School District.
- 1. Co-curricular advisors or coaches who are promoted from assistant or a freshman, junior varsity or assistant varsity coaching position to the head advisor or varsity coach position in the same club/academic or sport shall not receive an initial salary which is less than his/her prior year co-curricular salary.

Because certain Co-Curricular positions are inextricably related to certain teaching assignments, the following positions are exempt from the three year provision above and shall be permanent assignments unless otherwise agreed upon by the teacher and the School District:

- (a) Newspaper (Journalism)
- (b) FFA (Agriculture)
- (c) FBLA (Business Education)
- (d) Vocal Music (Choral)
- (e) Band (Instrumental)
- (f) Elementary Vocal (Elementary Music)

The School District may determine at a future date that current or future activities may be directly linked to academic courses. In this instance, the District may assign the activity subject to

collective bargaining over a successor agreement. The assignment will not be deemed the status quo at the time of collective bargaining.

- G. Teachers' rights regarding teacher evaluation shall be according to this Agreement. This shall not be changed without negotiation with the Association.
- H. Teachers' rights regarding teacher files shall be according to this Agreement. This shall not be changed without negotiation with the Association.
- I. Any matter brought to the attention of a Board member or group of Board members, from any source, regarding the personal or professional conduct of a bargaining unit employee, shall not be discussed at a formal public session of the School Board in the absence of the employee(s) involved. Teachers so mentioned may be requested to appear before the Board. Upon request of the teacher(s), the Board shall adjourn to a closed executive session for the purpose of discussing the matter.

ARTICLE IX PROFESSIONAL GROWTH

A. General:

1. Professional improvement requirements may be met by earning graduate credits from an accredited college or university. Courses within a teacher's area of certification will be approved and apply toward lane movement (Addendum "B"). For purposes of movement on the salary schedule, credits must be earned through taking courses which are described within a college or university course catalog and which are part of a recognized degree program. Credits may not be earned for purposes of movement on the salary schedule through workshop or seminar programs, whether a college assigns credit value or not, unless specifically pre-authorized by the Administrative Team as defined by board policy. All graduate programs which will qualify employees for movement on the salary schedule, together with any changes in approved graduate programs, must be pre-approved by the Administrative Team. Graduate programs within a teacher's area of certification will be approved and apply toward lane movement. If, in the opinion of the district administrator, highly specialized scientific, technological, or academic courses, offered outside an accredited college or university setting, would provide direct benefit to the district classroom setting, said program would be considered for lane movement. Such approval would not be considered past practice.
2. The Board encourages professional improvement and will pay the amount specified in the Extra Pay Schedule up to three (3) credits earned each year. In no case will payment exceed the actual cost to the teacher.
3. The complete cost of credits earned at the request of the district and apart from the specific requirements of this provision shall be paid by the district.
4. Adjustment of teacher's salary as a result of any change in status involving credit requirements and degrees which occur shall be made at the beginning of the school year.
5. A copy of grade reports or unofficial transcripts shall be forwarded to the District by September 1st in order for the teacher to be eligible for salary advancement, unless failure to forward is through no fault of the teacher.

ARTICLE X WORKING CONDITIONS

- A. Physical Exams: The Board shall assume responsibility for the cost of tuberculin test required for teaching by statute. The Board's responsibility for costs shall not exceed the usual and customary fee of a physician or clinic in this area.

- B. Retirement Age: A teacher who retires from the district at the end of the school year she/he attains the age of 55 may remain in the District's Hospital-Surgical, Major Medical Insurance group under the conditions of said insurance policies and as enumerated in the Master Agreement until he or she becomes eligible for Medicare. When this occurs, said retiree shall be responsible for obtaining his/her own hospital-surgical major medical insurance. The premiums for such insurance shall be paid by the retiree unless otherwise provided in the Master Agreement.

- C. Transfers and Vacancies
 - 1. Vacancies
 - a. The administration shall post, in each of the buildings, all teaching vacancies as they occur during the course of the school year. Vacancies which become known to the administration at the end of the school year due to retirements or resignation shall also be posted and a copy of the posting shall be given to or sent to the President of the Association at his/her last address of record.
 - b. Teachers presently employed shall be allowed to apply for all vacancies and granted an interview. Reason(s) for denial of the vacancy to a teacher presently in the system shall be given upon request. Notice of refusal to hire shall be made prior to the formal hiring of a new teacher to the position.
 - c. Teachers must apply for vacant positions within five (5) school days of the posting. The teacher must be certified by the Wisconsin Department of Public Instruction or show that they can and will be certified by the starting date of the desired position so that temporary certification can be sought. Should the teacher then fail to attain certification, causing the temporary certification to lapse, said teacher shall consider himself terminated.
 - d. If more than one employee applies, all applicants will be evaluated as individuals. If all things are equal, local seniority shall decide the matter.
 - 2. Transfer
 - a. Teachers shall notify the Superintendent and building principal of a desire for transfer and shall have satisfied notification requirements of Step "c" of the Article X (C)(1). Upon such opening becoming available, the teacher application(s) shall be processed according to the vacancy provisions, beginning with Step "b" of Article X (C)(1).
 - b. Teachers requested to transfer by the administration shall be advised of the reasons for transfer at the time the notice of transfer is given. The notice of transfer and reason(s) therefore will be communicated to the teacher as soon as possible and before the issuance of contracts on March 15, whenever possible. After the issuance of contracts and up to June 1, any teacher requested to transfer may request and shall be granted the opportunity to discuss the transfer with the department and/or grade level teachers involved and Superintendent before the final contract assignment.

- D. Residency: Teachers in the employ of the Chilton School District are strongly encouraged to reside within the established boundaries of the Chilton School District.

ARTICLE XI TERMINATION OF TEACHING AND CO-CURRICULAR CONTRACTS

- A. Termination of Teaching Contract

The following dates will be adhered to for the purpose of determining liquidated damages imposed on any member of the professional staff for initiating and receiving permission to terminate their individual professional employment contract.

- a) June = 0
- b) July = \$600.00
- c) August = \$1,200.00
- d) Full payment of liquidated damages, along with completion of district checkout procedures, will constitute termination of the contract.

B. Termination of Co-Curricular Contract

A coach or advisor who has completed their 3-year obligation to the district will have a maximum of 30 calendar days after the official end of their assigned season to resign from the position. Any coach or advisor not affected by the 3 year requirement provision will also have a maximum of 30 calendar days after the official end of their assigned season to resign. The district may terminate a coach or advisor within 30 calendar days after the official end of their assigned season.

ARTICLE XII LAYOFF PROCEDURE

A. Procedure:

When the Board determines to lay off a member of the professional teaching staff, employees shall be laid off in reverse order of their district seniority to the extent that the last hired shall be the first laid off provided the teachers retained are presently certified for their position as determined by the Wisconsin Department of Public Instruction. (Teachers hired by the District prior to September 1, 1990 shall refer to APPENDIX A as attached). In grades 9-12 certified for their position shall mean within the department, or subject area. In the event the board elects to reassign a teacher to a different department, said teacher shall continue to accrue his/her seniority status within the previously assigned department. In K-8 certified for their position shall mean within grades K-8. Teachers will be notified of layoff by June 1st. Layoff, as applied in this Agreement, shall mean the temporary total separation from employment. The layoff will commence on the day following the last student contract day.

B. Seniority:

1. The commencement of an employee's service in the District shall be the first day of employment under his or her contract. In the event an employee terminates his or her contract with the district and is subsequently rehired, seniority will be awarded from the date posted on his/her new contract. Where two or more employees began employment on the same day, a review committee composed of two (2) members of the Chilton Board of Education and two (2) members of the Chilton Education Association shall meet in private to discuss the layoff recommendations as submitted by the Administration and shall determine by ballot their recommendation to the Board as to who shall be retained on the staff based upon the documentation.
2. If the recommendation of the Committee does not meet with the approval of the majority of the entire Board of Education or if the Committee is evenly divided, the date the teacher signed their contract shall be the determining factor. Part-time employees shall accrue seniority on a pro-rata basis based upon the percentages of full-time equivalency.
3. Not later than December 1 in any school year the Board shall provide the Association with a seniority list which shall rank all employees (active, full and part-time, on layoff) according

to their length of service as determined above. Such list shall also state the assignments held and areas in which the employees are licensed. The Association shall have twenty (20) calendar days from date of receipt of the seniority list in which to identify errors or discrepancies in the seniority ranking of the teachers. The seniority list shall be the list from which selections for layoff shall be made according to the selection criteria set forth in this article.

C. Recall:

Under this section, employees on layoff will be contacted and recalled for a position in reverse order of their layoff. In the event two (2) or more employees who are so qualified were laid off on the same date, the Board shall select the employee who has the longest service in the District as determined under Step A.

Within fourteen (14) days after an employee is mailed a notice pursuant to this section, he/she must advise the district in writing that he/she accepts the position offered by such notice and will be able to commence employment on the date specified therein. Any notice pursuant to this section shall be mailed by certified mail, return receipt requested, to the last known address of the employee in question as shown on the District's records. It shall be the responsibility of each employee on layoff to keep the district advised of his/her current whereabouts. The Board shall simultaneously provide the Association with copies of any recall notices which are sent to employees on layoff status pursuant to this section.

Any and all recall rights granted to an employee on layoff pursuant to this article shall terminate upon such employee's failure to accept within fourteen (14) days an offer of recall, as provided in this section, to a position substantially equivalent in hours and compensation to that from which the employee was laid off.

A full-time employee on layoff status may refuse recall offers of part-time substitute, or other temporary employment without loss of rights to the next available full-time position for which the employee is certified. Full-time employees on layoff status shall not lose rights to a full-time position by virtue of accepting part-time or substitute appointments with the District. No new appointments may be made by the District while there are employees who have been laid off who are available and certified to fill the vacancies. Teachers shall be entitled to the rights of recall for a minimum of two (2) years following the last student contact day of the affected teacher. Teachers recalled to employment under this provision shall retain all benefits as shall have accrued to them at the time of their layoff and shall be placed upon the salary schedule in a position determined by their previous placement, degrees held, and credits earned toward advanced salary classification. There shall be no payment of salary made retroactively for any adjustments made in the salary schedule during the period in which the teacher was laid off.

D. Benefits During Layoff

No employee on full layoff shall be precluded from securing other employment while on layoff status.

Employees on layoff will be eligible for inclusion in all of the District's group insurance programs, to the extent such policies allow their eligibility, provided the laid off employee reimburses the district for the full premium for such coverage. Payments shall be paid monthly in advance. Such eligibility shall continue while the employee is on layoff status. Employees on full layoff shall retain the same amount of seniority, based upon length of service in the District and the same amount of sick leave as she/he had accrued as of the date she/he was laid off. If a

laid off employee is recalled, such employee shall again begin to accrue full sick leave, and seniority on a prorated basis, based upon the percentage of full-time equivalency.

ARTICLE XIII REDUCTION IN HOURS

When the Board determines to reduce an employee's hours, that employee shall continue to receive benefits and accrue seniority on a pro-rata basis. Employees working reduced hours shall have their hours restored in the area in which they are teaching prior to the recall of an employee on layoff to that same area, provided it is administratively feasible to do so. Reduction in hours shall be determined on seniority as previously provided herein.

ARTICLE XIV ASSOCIATION RIGHTS

- A. The Board will, upon advance request, furnish the Association with copies of any public documents necessary to carry out its function as outlined in the Agreement. In cases where furnishing such documents places an undue burden on the Board and/or Administration, the above requirement will be satisfied by permitting the Association to examine the materials in the Superintendent's office and by permitting the duplication of such documents by a suitable machine copying process.
- B. The Association may use the school buildings for meetings related to their status as the exclusive bargaining representative, outside of the school day, provided such use does not interfere with the educational program, and there is no conflict with a previously scheduled meeting. The Association will pay necessary costs, if any, caused by evening and weekend meetings. Request in advance for use of the facilities shall be cleared with the principal of the building(s) in question.
- C. The Association and its representatives shall have the right to post notices of official Association activities on teacher bulletin boards and may use the district mail services and teacher mail boxes for such communication to teachers. Copies of any Association related survey efforts, for which inter-school mail service and teacher mail boxes are used, are to be given to all building principals.

ARTICLE XV SCHOOL CALENDAR

- A. The parties agree to begin student contact as close to Labor Day as possible but not prior to the week before Labor Day and to conclude student contact on the earliest Thursday or Friday in June. All inclement weather days are made up by teachers.

Minor changes in the existing calendar shall be determined and mutually agreed upon through consultation between the Superintendent, acting as agent for the Board and representatives of the Association subject to approval by the Board.

ARTICLE XVI TEACHER HIRING AND QUALIFICATION

- A. Only certified or certifiable persons, as per Wisconsin DPI criteria, shall be hired by the Chilton School District.
- B. The schedule in force shall be considered a minimum guide used by the Board to set salaries.

1. Teachers may be hired and credited with fewer years of experience than actually have been earned but the salary shall be according to a specific step on the current salary schedule and in no case shall be less than Step 1 of said schedule.
2. Board allowance for experience may be more than that actually earned. If the teacher is placed 5 or more years above the step indicated by actual teaching experience, the teacher shall be held at that step until actual experience is within 5 years of the step allowed at the time of employment.

ARTICLE XVII EXIGENT CIRCUMSTANCES

In situations where the compliance with the provisions within the Agreement is made impossible or inadvisable because of the occurrence of some exigent circumstances, it is agreed that the parties may, with mutual agreement, resume negotiations for the purpose of replacing an offending article or clause.

ARTICLE XVIII SAVINGS CLAUSE

If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with an enforcement of any article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for purpose of arriving at a mutually satisfactory replacement of such article or part.

ARTICLE XIX NON-DISCRIMINATION

The Board and Association agree, that in the administration of this Agreement there will be no discrimination on the basis of any characteristic protected under State or Federal law including, but not limited to, race, creed or religion, color, age, sex, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 11.32, Wis. Stats.), sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, or any other characteristic protected by law in its employment practices. (Board Policy 3122)

ARTICLE XX FAIR SHARE

- A. All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws.
- B. Effective thirty (30) days after the date of initial employment of a teacher or thirty (30) days after the opening of school in the fall semester, the District shall deduct from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the Association, as provided in Section 111.70(1)(h), Wis. Stats., and as certified to the District by the Association, and pay said amount to the treasurer of the Association on or before the end of the month following the month in which such deduction was made. The District will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.
 1. For purposes of this Article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the District (or paid to the Association in some other manner authorized by the Association). The

Association shall notify the District of those employees who are exempt from the provisions of this Article and shall notify the District of any changes in its membership affecting the operation of the provisions of this Article thirty (30) days before the effective date of such change.

2. The Association shall notify the District of the amount certified by the Association to be the fair share of the cost of representation by the Association, referred to above (two weeks prior to any required fair share deduction).
- 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 thirty (30) days before the effective date of the change.
 - D. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a refund of any monies to which they are entitled. To the extent required by state or federal law, the Association will place in an interest-bearing escrow account any disputed fair share amounts.
 - E. The Association (and the Wisconsin Education Association Council) does (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 Article, and in reliance on any lists or certificates which have been furnished to the District pursuant to this Article; 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 Article through representatives of its own choosing and at its own expense. The Association agrees to provide a list of its members for dues deductions and fair share determination.

ARTICLE XXI VOLUNTARY DUES DEDUCTION

It is agreed that upon receipt of written authorization, signed by the teacher, the Board shall deduct an amount to provide monthly payments of dues for membership in professional associations as well as voluntary participation in the CEA Scholarship Fund from the regular salary check of such teacher each month. The amounts so deducted shall be remitted directly to the CEA along with the regular monthly payments as per normal Board procedures. Such authorization for monthly deductions shall continue until the teacher submits, in writing, a request to terminate said deductions. Any change in the deduction procedure will be made with the first payroll following the expiration of thirty (30) calendar days.

ARTICLE XXII LUNCH SUPERVISION

- A. Each teacher shall be provided a daily duty-free, uninterrupted, lunch period of a minimum of thirty (30) minutes.
- B. If conditions occur which interfere with Item One above, a teacher may modify the condition.

1. The teacher may agree to accept payment of \$12.00 per period for supervising students during their lunch period.
2. The teacher may agree to accept compensatory time off for periods of student supervision. Such compensatory time shall be taken within two (2) weeks. Said teacher shall sign out in the principal's office if the option of compensatory time is selected.

ARTICLE XXIII DEFINITION OF THE SCHOOL DAY

A. Grades K-4 (Elementary School)

1. The employee work day shall be from 7:50 a.m. to 4:00 p.m.
2. Preparation Time:
 - a. Each teacher shall receive not less than two hundred fifty-five (255) minutes of preparation time each week as long as the length of the high school class period remains fifty-one (51) minutes. Comp. Time (I.E.P.-Teams) Maximum of one hour for time after 4:00 p.m. within two weeks of I.E.P.-Team.
 - b. If elementary school teachers do not receive at least two hundred fifty-five (255) minutes of preparation time each week, they will receive "overload compensation".
3. Teachers are permitted to leave prior to 4:00 p.m. for school related business by signing out in the office and stating reason for leaving early. Reasons of a personal nature are subject to approval of the building principal.
4. On Fridays and days prior to scheduled calendar recess periods teachers are free to leave after 3:10 p.m.

B. Grades 5-8 (Middle School)

1. The employee work day shall be from 7:50 a.m. to 4:00 p.m.
2. Preparation Time:
 - a. Each teacher shall receive not less than two hundred fifty-five (255) minutes of preparation time each week as long as the length of the high school class period remains fifty-one (51) minutes. Comp. Time (I.E.P.-Teams) Maximum of one hour for time after 4:00p.m. within two weeks of I.E.P.-Team.
 - b. If middle school teachers do not receive at least two hundred fifty-five (255) minutes of preparation time each week, they will receive "overload compensation".
3. No classes shall be assigned after 3:05 p.m.
4. Teachers are permitted to leave prior to 4:00 p.m. for school related business by signing out in the office and stating reason for leaving early. Reasons of a personal nature are subject to approval of the building principal.
5. On Fridays and days prior to scheduled calendar recess periods teachers are free to leave after 3:10 p.m.
6. Co-Curricular duties or assignment as determined by the administration are to begin following 3:05 p.m.

C. Grades 9-12 (High School **4 Block Schedule**)

1. The employee work day shall be from 7:50 a.m. to 4:00 p.m.
2. During the employee academic day, employees who have the following schedule shall be considered full-time and be compensated according to the salary schedule:
 - a. Any teacher with three (3) teaching class periods in **a 4 block schedule** will be considered full-time.
 - b. Preparation period: Comp. Time (I.E.P.-Teams) Maximum of one hour for time after 4:00 p.m. within two weeks of I.E.P.-Team.
3. If the Board chooses to increase any teacher's academic workload beyond the above, either by the addition of teaching classes or the deletion of preparation period, the following payment shall be made during the teachers academic workload increase in addition to salary earned on the Salary Schedule: See overload document labeled Addendum C.
4. Part-time employees shall have pro-rata contracts based on percent of minutes worked compared to minutes in employee workday.
5. Teachers are permitted to leave prior to 4:00 p.m. for school-related business by signing out in the office and stating the reasons for leaving early. Reasons of a personal nature are subject to approval of the Building Principal.
6. On Fridays and days prior to scheduled calendar recess periods, teachers are free to leave after 3:10 p.m.

Grades 9-12 (High School **7 Hour Per Day Schedule**)

1. The employee work day shall be from 7:50 a.m. to 4:00 p.m.
2. During the employee academic day, employees who have the following schedule shall be considered full-time and be compensated according to the salary schedule:
 - a. Any teacher with five (5) teaching class periods will be considered full-time.
 - b. Five (5) teaching class periods
One (1) preparation class period
One (1) non-class period assignment as determined by the administrator. (NCNP)
OR
Four (4) teaching class periods
One (1) preparation class period
Two (2) non-class period assignments as determined by the administrator
 - c. Preparation period: Comp. Time (I.E.P.-Teams) Maximum of one hour for time after 4:00 p.m. within two weeks of I.E.P.-Team.
3. If the Board chooses to increase any teacher's academic workload beyond the above, either by the addition of teaching classes or the deletion of preparation period, the following payment

shall be made during the teachers academic workload increase in addition to salary earned on the Salary Schedule:

Each additional teaching class
or loss of preparation period = 1/7
1/7 X individual teacher's daily salary

4. Part-time employees shall have pro-rata contracts based on percent of minutes worked compared to minutes in employee workday.
5. Teachers are permitted to leave prior to 4:00 p.m. for school-related business by signing out in the office and stating the reasons for leaving early. Reasons of a personal nature are subject to approval of the Building Principal.
6. On Fridays and days prior to scheduled calendar recess periods, teachers are free to leave after 3:10 p.m.

D. Traveling Specialist (Teacher)

The school day for traveling/specialist teachers shall be as follows: If the teacher has a majority of his/her instruction time in the K-8, then he/she shall be governed by Article XXIII(A)(B). If the teacher has a majority of his/her instructional time in 9-12, then he/she shall be governed by Article XXIII(C). There shall be no reduction in staff or hours as a result of such traveling teacher arrangement. Traveling teachers shall have ten minutes for travel each direction. Instruction time shall include NCNP.

ARTICLE XXIV SUBSTITUTE TEACHING DUTIES

A. Teacher as Long-term Substitute

A teacher, who acts as a substitute during their preparation time for 5 consecutive days, or less, shall be paid for such services at the rate specified in the fee schedule. A teacher who is responsible for end of quarter or semester grade calculation and submission shall be compensated as an "overload." In instances where a class is not offered on a regular daily basis, but is offered in a consistent weekly pattern, overload compensation will commence after a two week period of time.

B. Teacher as Short-term Substitute

A teacher who agrees to substitute for another staff member during their assigned prep time will be compensated at the following rate:

- a) Up to 30 minutes = \$10.00
- b) 31 to 60 minutes = \$20.00
- c) 61 to 90 minutes = \$30.00

ARTICLE XXV LEAVE PROVISIONS

A. Absence due to Sickness

- A. Sick leave will be granted at a rate of ten (10) days per year cumulative to one hundred eighty (180) days. The Superintendent or designee may question an employee about the use of sick

leave time. He or she may require employees to present a statement from a qualified physician that they have fully recovered from their illness or injury before permitting them to resume their regular duties. For any one illness, provided it is not covered by insurance, the school district will pay the full cost of the first visit; the school district and the individual teacher will pay equal shares of any Board requested subsequent visits for that illness.

- B. Yearly sick leave credit is granted to the teacher on the first working day of the contract. Such leave is earned only if the teacher is able to report for work prior to making a claim against the sick days granted by this provision. Should a teacher leave the district before the completion of the contract, a prorated amount of sick leave shall be removed from the teacher's credit. In a case where the teacher exceeded the sick leave credit, the amount exceeded shall be deducted from the final amount of wages due.
- C. Sick leave benefits will be coordinated with a Disability Income Protection Plan (Long Term Disability – LTD) according to options given below:
 - a. The teacher may elect to draw sick leave pay from the district until such time as those accumulations have been exhausted.
 - b. If the teacher desires, they may cease drawing sick leave pay from the district and begin to draw benefits from the Disability Income Protection Plan (LTD) on the last day of the policy waiting period.
 - c. Accumulated sick leave days not used by the teacher during the waiting period following the date of disability shall be restored to the teacher.
 - d. Teachers required to remain on disability leave due to serious illness shall continue to earn seniority within the district. The length of this leave shall be determined by medical personnel who shall certify when the period of disability has been terminated and the employee able to return to work. If the employer desires, the employee may be examined by a physician other than the teacher's family physician at the employer's expense.
 - e. The school district shall be required to guarantee a position for a minimum of two (2) years from the date of disability. This time period may be extended at the option of the Board if in the best interest of the parties concerned.
 - f. Upon return, the teacher whose disablement occurred during the summer or first semester shall return on the same salary schedule step he was on at the time of disablement. If the disablement occurred in the second semester of school, then if and when the teacher returns, it will be on the next step of the salary schedule.
 - g. Teachers employed by the school district to replace a teacher on disability leave shall be given notice of the temporary nature of their employment. Such notice must be included in the letter of appointment received by the replacement teacher at the time of hire.
- D. After accumulating one hundred eighty (180) days of unused sick leave in the School District of Chilton, teachers shall annually be reimbursed for the June 30 balance of unused sick days in excess of 180 days at the rate of \$20.00 per day.

B. Hardship Leave:

1. Death in the Family: A three (3) day leave with pay shall be granted without deduction from sick leave accumulation in the event of the death of a parent, brother, sister, husband, wife, or child. A one (1) day leave shall be granted in the event of the death of a grandparent, aunt or uncle, niece or nephew or grandchild. These provisions shall also apply to "in-law" and "step" relationships.
 - a. The Superintendent may grant additional days under this article and if so granted, it shall not be deemed a past practice.
2. Leave in response to the birth, adoption, or placement of a child will be granted in conformance with Federal and State Family and Medical Leave Acts (FMLA).
3. Teachers employed by the school district to replace a teacher on FMLA leave shall be given notice of the temporary nature of their employment. Such notice must be included in the letter of appointment received by the replacement teacher at the time of hire.

C. Emergency Leave:

1. Emergency leave for the serious illness of father, mother, spouse or child will be authorized in conformance with Federal and State Family and Medical Leave Acts (FMLA). Available accumulated sick leave may be substituted for otherwise unpaid Family Leave.

D. Personal Leave:

1. One (1) day leave of absence per year shall be granted at full pay with deductions from sick leave, for personal reasons which require absence during school hours.
2. Whenever possible, a minimum notice of 24 hours before such absence shall be given to the building principal.
3. A minimum request for leave arranged in advance shall be 1/2 day.
4. Personal leave may be cumulative up to two (2) days and may be used consecutively. Such leave shall not be allowed on the day immediately before or after scheduled calendar recess periods not including weekends, except in extreme cases, nor on scheduled district parent-teacher conference days except in extreme cases. No more than three (3) teachers may be absent on any given day under this provision. Leave will be granted on a first come, first serve basis. There will be no justification required for the use of a personal day. A teacher would only need to submit a request to use a personal day. No reasons will be required. Additionally, there would be no cost charged for the substitute teacher.
5. If for any reason school is canceled on a day for which a teacher previously scheduled a personal day, this day shall not count as that teacher's personal leave day. There will be no deduction of pay and the teacher will be allowed another day for personal leave.

E. Additional Authorized Leave:

Additional leave may be authorized by the Superintendent for compelling personal reasons, or upon receipt of special circumstances or for other good cause. Such leaves may be granted with pay, with pay deductions based on the employee's per diem rate, and/or with the pay of the

substitute deducted from the teacher's salary. Leave granted under this provision shall not be deemed a past practice.

1. The employee must request a leave of absence in writing and within the identified timelines (Article XXV, I).
2. Board of Education contribution toward the cost of all employment benefits will be discontinued during a leave of absence. The teacher may remain a member of the group insurance plans during leave; however, he/she must pay the applicable premiums to the School District during the leave of absence. Sick leave will not accrue during a leave of absence; however, accumulated sick leave at the time of leave will be restored upon return to work from a leave of absence.
3. There will be no reimbursement for academic credits earned while on leave of absence.
4. Leaves of absence under this subsection will begin and end on dates which are mutually agreed upon by the Board and the employee involved.

F. Professional Leave:

Teachers of the Chilton School District shall be allowed up to one (1) day of professional leave per year for the purpose of visiting other school districts, workshops, settings of specific curricular importance to the teaching assignment of the teacher, or other classrooms of the Chilton Public Schools for professional enrichment subject to the approval of the building Principal and the Superintendent. Teachers requesting said leave shall specifically identify in writing the rationale for the request and state the expected improvement in the instructional program prior to consideration for approval. Requests for such leave generally will come from the teacher, however, an administrator may originate the request for a teacher or group of teachers.

G. Leaves of Absence Occasionally Granted:

The Board may grant additional leaves of absence where, in its judgment, such leaves will contribute to the competencies of the faculty and the ability to offer a more comprehensive school program. Such leaves shall be for a definite period of time identified in advance of the leave.

H. Absence Due to Injury:

1. Workmen's Compensation: Teachers who are required to lose time from work because of a temporary work related injury, disability or illness, may elect one of the following methods of compensation.
 - a. Workmen's Compensation only.
 - b. Supplement the amount the teacher received under Workmen's Compensation by drawing from the accumulated sick leave the teacher may have accrued.
 - c. Supplementary pay, plus the amount of compensation shall not exceed the current normal earning of the teacher. This supplemental pay will be reduced to days and/or the nearest half day in determining the number of days of sick leave that will be charged against the teacher's sick leave account.

2. Personal Assault:

- a. Whenever a teacher is absent from work because of a temporary personal injury caused by an assault within the school district occurring in the course of the teacher's employment, or as a result of performing his/her professional duties for the district where the teacher did not unjustifiably cause the confrontation and did exercise good and prudent judgment, the teacher will be paid his/her full salary for the period of such absence, and no part of the absence will be charged to the annual sick leave of the teacher.
- b. In instances of said personal assault, where there has been no reimbursement by insurance, the Board will also reimburse the teacher for:
 - (1) Any clothing or personal property worn by the employee, damaged or destroyed as a result of personal assault in the course of employment within the district.
 - (2) The cost of medical, surgical, or hospital services (including dental) incurred as the result of any injury sustained in the course of employment within the district.

I. Leave Notice

When a teacher shall request a leave under any of the provisions of this Article, the teacher shall notify the Superintendent, if possible, at least thirty (30) days in advance of the need for the leave, when known, and when requesting to return from leave of indefinite duration or earlier than was anticipated, shall notify the Superintendent at least sixty (60) days, if possible, prior to his/her return from the leave of absence. Teachers employed by the District to replace teachers on leave shall be given notice of the temporary nature of their employment in a letter of appointment received by the replacement teacher at time of hire.

J. Family and Medical Leave: All employees of the School District of Chilton who meet applicable Federal and/or State requirements will be covered by Family Medical Leave Acts (FMLA) in affect at the time of request. These acts allow an employee to take up to 12 weeks of unpaid job protected leave per year for reasons including:

1. Serious health condition;
2. A family member's serious health condition;
3. Parental leave to care for a newborn or newly adopted or placed child;
4. Because of any qualifying exigency arising out of the fact that the employee's family member is on active duty in the Armed Forces in support of a contingency operation.

The FMLA statutes contain provisions for intermittent leave or leave on a reduced schedule, as well as provisions specifically addressing leave requests near the end of an academic term. Please contact the District Office for additional information regarding rights and responsibilities under FMLA.

ARTICLE XXVI FRINGE BENEFITS

A. Health Insurance

1. Hospital-Surgical-Major Medical Insurance is available. The district will pay 88% of the single or family plan premium.

2. Dental Insurance is available. The district will pay 88% of the single or family plan premium.
 3. Change in carrier and premiums – Notice of a proposed change in the carrier of this insurance shall be provided to the Association for comment at least 30 calendar days in advance. The Board will select the carrier and plan design.
 4. If two employees are covered under the same family health insurance plan, the School District will contribute the sum of \$500 to the Wisconsin Retirement System Supplemental Account of each.
- B. State Term Life Insurance
All teachers shall be eligible for participation in the term life insurance program. Specifications of the plan shall be determined by the Board.
- C. Long-term Disability Insurance
Long-term disability insurance will be provided by the school district. Change in carriers and the plan shall be determined by the Board. A teacher who cannot teach due to a disabling accident or condition may be granted a leave of absence according to the provisions under leave due to sickness Article XXV (Leave Provisions) Letter A.
- D. Mileage Reimbursement
In instances where an employee is reimbursed for mileage, the rate shall be the current IRS rate.
- E. Pay Periods
There will be twenty-four (24) pay periods per year, on the 10th and 25th of the month.
- F. Professional Improvement Credits
Payments for credits earned under professional improvement shall be made following receipt of the grade report, and only if the teacher is then under contract and teaching in the Chilton Public Schools. A transcript or official grade must accompany a request for payment. Reimbursement will be for the actual cost of the credit up to \$150.00 per credit, to a maximum of \$450.00 per year.
- G. Extended Contracts
Contracts covering more than 190 days of employment shall provide for compensation at a rate specified in the salary/extra duty schedule.
- H. Department Chair
When the position of Department Chair is assigned to a member of the professional staff by the administration, the employee will be compensated at the rate specified on the extra duty schedule of the current master agreement.
- I. Jury Duty
A teacher who is called to serve as a jury member, shall turn over to the school court vouchers received and be paid his/her regular salary. A teacher is expected to be at work during regular working hours while not on jury duty.
- J. Teacher Retirement Contribution
Teachers will pay one half of the total required contribution to the Wisconsin Retirement System by means of payroll deduction.

- K. Part-Time Teacher
Certified employees who carry less than a 3/4 time teaching assignment will have their fringe benefits pro-rated.
- L. Copies of Agreement
The Board shall provide a copy of the current Agreement to each individual employee.
- M. Retirement Incentive
 1. Members of the collective bargaining unit who meet the following qualifications will receive a retirement incentive benefit:
 - a. Have attained age fifty-five.
 - b. Have completed twenty years of employment with the School District of Chilton.
 - c. Have at least thirty years of teaching and active military service.
 - d. Have provided written notice of retirement to the School District not later than March 1st with retirement within the same calendar year.
 - e. Have elected to enroll within the School District health insurance plan having the lowest monthly premium of all plans in force, with coverage to be effective not later than the first day of retirement.

2. The incentive benefit is an authorization to continue participation within the lowest premium cost health insurance plan in force within the School District, with the School District contributing on a monthly basis, the full applicable monthly premium in effect on the date of retirement for the number of months, determined on the basis of the following formula:

One-half of the number of authorized sick leave days accumulated as of June 30 of the last school year worked not to exceed ninety.	X	Collective bargaining agreement base salary daily rate.	=	Number of months of School District contribution toward health insurance premiums on behalf of retiring employees.
Full applicable monthly premium of the Lowest premium cost health plan in effect On the first day of retirement.				

Failure of a retired employee to pay to the School District the balance of the unpaid monthly premium will terminate the obligation of the School District to continue to provide the incentive benefit.

3. Members of the collective bargaining unit who wish to qualify for the retirement incentive must provide a written retirement notice to the School District not later than March 1st of their year of retirement.

ARTICLE XXVII TERM OF THE AGREEMENT

- A. This Agreement shall be in full force and in effect from July 1, 2011, through June 30, 2012.
- B. This Agreement reached as a result of collective bargaining represents the full and complete agreement between the parties and supersedes all previous agreements between the parties.

Any supplemental amendments to this Agreement shall not be binding upon either party unless executed in writing by the parties hereto. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any further breach of this Agreement.

- C. In the event that the parties do not reach a written successor agreement to this Agreement by the expiration date of this Agreement, the mandatory provisions of this Agreement shall remain in full force and effect during the pending of negotiations and until a successor agreement is executed; provided, however, that this Agreement shall not have a duration of more than two years.

ARTICLE XXVIII ADDENDUMS

- A. Copies of each of the following shall be attached to the final Agreement and shall be part of it.
1. School Calendar
 2. Basic Salary Schedule
 - a. An employee must complete a minimum of one hundred twenty (120) paid work days under contract to be eligible for an experience increment in the following school year.
 3. Co-Curricular Salary Schedule
 4. Addendum "A"
 5. Addendum "B"
 6. Addendum "C"
 7. Addendum "D"
 8. Addendum "E"

ARTICLE XXIX RULES AND REGULATIONS FOR CERTIFIED PERSONNEL

- A. Teacher Evaluation
1. The purpose of the teacher evaluation procedures shall be threefold:
 - a. To determine the quality of instruction and teaching methodology being utilized in the classrooms of the school district by the classroom teacher.
 - b. To reinforce the practices of teachers who are performing their teaching role adequately and/or to identify areas where improvement in instructional techniques may be desired or needed.
 - c. To develop a cooperative relationship between the evaluator and the classroom teacher, thereby enhancing educational opportunities for our students.
 2. Each teacher shall be evaluated at least once every two years, except as in (a) below;
 - a. For teachers in the first two years of their service to the district shall be evaluated a minimum of twice per year, once prior to the Thanksgiving period, and again prior to March 1st. Teachers with more than two years of teaching experience within the district may be evaluated more than once per school year if, in the opinion of the administration, there is a need for more frequent observation and evaluation exists.
 - b. Unedited copies of the evaluation report will be provided by the evaluator to the teacher who will sign the evaluation indicating the date. The signature of the teacher shall certify that he/she has had an opportunity to examine its contents but does not in any way indicate agreement with the evaluation.

- c. Should the evaluation of the teacher identify certain shortcomings in the teacher's performance, it shall be the responsibility of the administration to identify some techniques to rectify the shortcoming. It shall be the responsibility of the teacher to also identify techniques to rectify the shortcomings and follow the suggested techniques offered by the evaluator. Attempts to remedy the problems shall be documented by the teacher to the building principal. The goal of this procedure shall be to develop a teaching faculty with the highest competencies possible. In order to provide opportunities for improvement of instruction, the administration could suggest such remediation as: Personal advice, demonstrations, suggested reading or study, visitation to classes of other teachers within or outside of the school district, consultation with instructional consultants, attendance at workshops designed to address the identified problem areas, and other accepted techniques.
- d. The evaluator shall use an evaluation instrument developed mutually by the parties of the Master Contract.

B. Teacher Files

1. Teacher files shall be kept in the appropriate administrative offices and shall be open to examination of any teacher requesting to review the contents of his/her file in the presence of the building principal.
2. Certain materials shall be appropriate for inclusion in the teacher's official file and all inappropriate materials shall not reside therein.
 - a. Teacher evaluations, one signed by the teacher, shall be in the file. Should a teacher refuse to sign an evaluation, said notation shall be made, signed by the evaluator and the CEA President.
 - b. College transcripts, certification for varying levels of instruction or special licenses, letters of recommendation, awards or similar citations are usual and acceptable file entries.
 - c. Letters of recommendation from faculty advisors from a university or letters of recommendation from persons received at the time of original hire of the employee shall not be open to teacher inspection.
 - d. Communications (signed) from students, parents, citizens, and teachers pertaining to the performance/actions of a district employee shall be investigated and retained in the administrator's office outside of the official file. Hearsay and anonymous communications received by the administrator shall be investigated, with no documentation made in any file unless the initial hearsay proves to be true, at which time it shall no longer be hearsay; at this point in time all proven data shall be documented and treated as communications (signed) above. The teacher shall be given written notice that such material is to be retained in the administrator's office and be provided with a copy of all such printed matter.
 - e. The teacher's file shall make no reference to non-teaching activities that do not have any relationship nor impact upon the effectiveness of the teacher carrying out their professional role.

- f. The teacher may reproduce material contained in the official file, except as noted in (c) above. The teacher may, in the examination of file materials, take exception to file entries and attach a rebuttal to the appropriate file document.
- g. In the event that a teacher shall be accused of conduct or teaching activity which raises grave concerns on the part of the School Board of Administration, provisions of the disciplinary clause of the Master Agreement shall be followed. (See Article VIII, Teacher Rights, letter B.)

ARTICLE XXX INCLEMENT WEATHER DAYS

- A. The first day of school closing as the result of inclement weather will be made up by students and staff. All others days of school closing will be made up by the staff at the end of the school year. The Board will determine if and/or how students will be required to make up emergency school closing days. The date upon which to make up the first student contact inclement weather day will be incorporated within the school calendar as the Monday after Easter Sunday. If it is not necessary to make up an inclement weather student contact day, school will not be conducted on the scheduled inclement weather make up day. This day will be either an unpaid day off for teachers or used to make up a non-student contact day.
- B. Two (2) teacher in-service days will be scheduled in the fall of each school year for all teachers and one (1) in-service day will be scheduled in the spring of each school year for all teachers: Teachers new to the District shall have an additional one and one-half (1.5) teacher in-service days prior to the beginning of the school year.

ADDENDUM "A"

ARTICLE XII LAYOFF PROCEDURE

A. Procedure:

When the Board determines to lay off a member of the professional teaching staff, employees shall be laid off in reverse order of their district seniority to the extent that the last hired shall be the first laid off provided the teachers retained are presently certified for their position as determined by the Wisconsin Department of Public Instruction. In 7-12 certified for their position shall mean within the department, or subject area. In the event the board elects to reassign a teacher to a different department, said teacher shall continue to accrue his/her seniority status within the previously assigned department. In K-6 certified for their position shall mean within grades K-6. Teachers will be notified of layoff by June 1st. Layoff, as applied in this Agreement, shall mean the temporary total separation from employment. The layoff will commence on the day following the last student contract day.

ADDENDUM "B"

The second sentence of Article IX, A., 1., which provides "Courses within a teacher's area of certification will be approved and applied toward lane movement" will be construed and interpreted as follows:

- A. All credits in a Master's or Doctoral program in the area of the teacher's DPI certification will be approved.
- B. Credits in a Master's or Doctoral program which are not in the area of the teacher's DPI certification, but which are related to the teaching assignment of the teacher at the time a course request is submitted, will be approved.
- C. Credits which are not taken in the course of a Master's or Doctoral program, but which are related to the teaching assignment of the teacher at the time a course request is submitted, will be approved.

ADDENDUM "C"

OVERLOAD CALCULATIONS

	Load*	Non Load	Total	28.57% add 2/7 Full Year	Per Min
CES	316.0	51.0	367.0	28.57%	0.560%
CMS	320.0	51.0	371.0	28.57%	0.560%
CHS	285.0	90.0	375.0	28.57%	0.317%
split MS/HS	302.5	70.5	373.0	28.57%	0.405%
split ES/MS	318.0	51.0	369.0	28.57%	0.560%

* Includes Homeroom

Applies only to teachers with full-time teaching loads

Non-precedent setting for other bargaining unit provisions

Sunsets if high school removes a 4 block schedule

ADDENDUM "D"

Fall Sports – extended contract (Pre-Season) Pay

All fall sports that have contact with students before the beginning of fall teacher in-service are eligible for Pre-Season coaching compensation.

Calculation for the Pre-Season pay will be as follows:

1. Calculate hours of actual contact time with athletes (ie. Equipment hand-out, practice time and locker supervision). DO NOT INCLUDE staff meetings or planning time.
2. Calculate all hours of "contact" ending on the Saturday before the first scheduled fall in-service.
3. Take the hours of "contact," divide by 8 hours and multiply by assigned daily rate (currently \$60.00). This calculates a daily rate for compensation.

Example: 40 hours of contact / 8 hours X \$60.00 = \$300.00 of Pre-Season pay.

Athletic Worker Salary Schedule

Sport	Level		Scorebook Statistician		Clock Scoreboard		Sound Pub. Add.		Timer		Side Line Clerk of Courts Event Worker Supervisor		Chain Gang Line Judge Auxiliary Ticket Seller Course Worker
Football	Varsity/WIAA	1	50	2	50	1	40		n/a	1	50	3	40
	Single		n/a	1	40		n/a		n/a		n/a		n/a
Volleyball	Varsity & JV	1	55	1	55		n/a		n/a	3	60	1	50
	Triangular	2	75	2	75		n/a		n/a	3	75	2	65
	Single	1	30	1	30		n/a		n/a		n/a	2	25
	WIAA	1	40	1	40		n/a		n/a	2	50		n/a
	Middle School	1	40	1	40		n/a		n/a	1	40		n/a
Cross Country	n/a	1	45		n/a		n/a	6	40		n/a	1	40
Basketball	Varsity & JV	1	60	1	60	1	60		n/a	2	60	2	55
	Single	1	30	1	30	1	30		n/a	2	30	1	30
	WIAA	1	40	1	40	1	40		n/a	2	50		n/a
	Middle School	1	40	1	40		n/a		n/a	1	40		n/a
Swimming	High School	1	35	1	35		n/a		n/a	1	25		n/a
	Middle School	1	30	1	30		n/a		n/a	1	25		n/a
Wrestling	Varsity & JV	1	50	1	50	1	50		n/a	1	50	1	40
	Middle School		n/a		n/a		n/a		n/a	1	35		n/a
	Conf./Sect.	1	110	1	110	1	110		n/a	1	110	1	100
Baseball & Softball	Single		n/a		n/a	1	40		n/a		n/a		n/a
	Double Header		n/a		n/a	1	70		n/a		n/a		n/a
Track	Invite/Conf.		80		70		80		70		80		70
	Non-Invite		55		50		55		50		55		50

ADDENDUM "E"

MODIFIED BLOCK SCHEDULING

A “skinny class” is a class which is one half the length of a full block class or 45 minutes.

1. The ordinary and regular course load of a full-time teacher serving under a block schedule consists of a 15-minute homeroom, three 90-minute classes and one 90-minute preparation period per term, illustrated as follows:

Semester A 3 Full Block Classes
 1 Full Block Preparation Period

Semester B 3 Full Block Classes
 1 Full Block Preparation Period

2. After consulting with the high school principal, the Superintendent of Schools may elect in her or his discretion to assign full-time teachers one 45-minute skinny class per year. Under this assignment, the course load of the affected teacher will be:

Semester A 3 Full Block Classes
 1 Skinny Class
 1 Skinny Preparation Period

Semester B 2 Full Block Classes
 1 Skinny Class
 1 Full Block Preparation Period
 1 Skinny Preparation Period

3. After consulting with the high school principal, the Superintendent of Schools may elect in her or his discretion to assign full-time teachers a maximum of two 45-minute skinny class per year. Under this assignment, the course load of the affected teacher will be:

Semester A 2 Full Block Classes
 2 Skinny Classes
 1 Full Block Preparation Period

Semester B 2 Full Block Classes
 2 Skinny Classes
 1 Full Block Preparation Period

Teachers who are assigned any of the schedules/course loads described at paragraphs 1, 2, or 3, above, will have full-time teaching status for all purposes, for the entire school year.