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AGREEMENT
between
BOARD OF EDUCATION
of
GREEN BAY AREA PUBLIC SCHOOL DISTRICT
and
GREEN BAY EDUCATION ASSOCIATION
for the period July 1, 2003, through June 30, 2005

PREAMBLE

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

ARTICLE I
RECOGNITION

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

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

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

ARTICLE II
MANAGEMENT RIGHTS

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

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

ARTICLE III NEGOTIATION PROCEDURES

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

ARTICLE IV ASSOCIATION SECURITY

- A. Pursuant to the Municipal Employment Relations Act of the Wisconsin Statutes, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association, to bargain collectively through the Association, and to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid or protection. As a duly elected body exercising governmental power under color of law of the State of Wisconsin, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights

conferred by the act or other laws of Wisconsin or the Constitutions of Wisconsin and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective bargaining or negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

- B. If negotiation meetings between the Board and the Association are scheduled during a school day, five (5) members of the Association's negotiating team will be relieved of all regular duties without loss of pay, as necessary, in order to permit their participation in such meetings; and the Association shall pay for one-half (½) of any substitute teacher cost.
- C. In order for the Association to properly administer this Agreement for the Benefit of the teachers and the welfare of the school system, the Association will have access to all school buildings and to all teachers, provided that the exercise of this right will not interfere with the educational program. The Association will furnish the Board with a list of authorized representatives within ten (10) days following ratification of this Agreement, provided, however, that the Association may, from time to time, modify such list in writing.
- D. The Board will, consistent with its statutory duty to collectively bargain with the Association as the bargaining representative of the teachers, and within its legal obligation to provide information and data, provide the Association with access to any public document which may be necessary for the Association to formulate programs or process grievances under this Agreement.
- E. The Association will be provided, upon request, with copies of minutes of official Board meetings and all other documents related to matters set forth in Section D above that are distributed to Board members at official meetings as soon as possible after such meeting. A copy of the official agenda of the meeting, and any such related attachments, will be given to the Association prior to said meeting.
- F. The Association has the following rights:
 - 1. The Association and its representatives shall have the right to use school buildings and facilities for organizational meetings and activities directly related to the Association's responsibilities and functions as the exclusive collective bargaining representative, at reasonable hours and locations, provided that such use does not interfere with school functions or activities or previously scheduled community activities. The time and place of all meetings shall be arranged in advance with the building principal. The Association will pay any additional cost necessitated by such use.
 - 2. The Association shall have the right to post matters directly related to its responsibilities and functions as the exclusive collective bargaining representative on existing bulletin boards in the faculty lounges in each school building.
 - 3. The Association shall have the right, subject to all applicable rules and regulations of the U.S. Postal Service, to communicate with bargaining unit members regarding matters directly related to its responsibilities and functions as the exclusive bargaining representative through use of the interschool mail service and the teacher mailboxes. Copies of all such material will be given to the building principal, but his/her advance approval will not be required. The Association will also have the right to use the interschool mail to distribute material of the aforesaid type, provided that such material shall not be detrimental to the school nor to individuals involved in administration of the District.
- G. Dues Deduction and Fair Share

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

- c. The Association agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the District of any change in the amount of such fair share costs no later than one (1) week before the effective date of the change.
 4. Teachers Exempt:
 - a. On or before September 7 of each year, the Association will submit a list of teachers whose dues have been paid in advance, in full or in part. As to such teachers who have paid full dues in advance, no deduction shall be made. As to teachers who have paid part of their dues in advance, the Board shall deduct only that amount per pay period certified by the Association.
 5. The District shall pay the amounts thus deducted from teachers' salaries as dues or fair share to the treasurer of the Association within one (1) week of the date such deductions were made, and shall simultaneously transmit to the Association, in writing, a report listing in alphabetical order, the name of the teacher, social security number, and the amount of money deducted.
 6. If a District made error is discovered with respect to fair share deductions under this provision, the District shall correct the error by appropriate adjustment in the teacher's next paycheck if there are sufficient funds to cover the adjustment. The District shall not be responsible for any other adjustment.
 7. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of State and Federal Law and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by State or Federal Law, the Association will place in an interest-bearing escrow account any disputed fair share amounts.
 8. The Association shall indemnify and shall save the District harmless against any and all claims, demands, or suits, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or nonaction is in compliance with the provisions of this Article; provided that the defense of any such claims, demands, or suits be under the exclusive control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representation of its own choosing and at its own expense.
- H. The President of the Association shall be provided with a paid leave of absence for the period of time either full or half time to engage in the transaction of Association activities directly related to the Association's responsibilities and functions as the exclusive collective bargaining representative provided that such an arrangement can be made without interference with the instructional program, scheduled staff development, scheduled faculty meetings, and contract riders. The following conditions apply to the part-time release of the Association President:
1. The Association shall reimburse the District for the cost of the salary and fringe benefits of the replacement teacher.
 2. The replacement teacher shall be hired under a conditional contract for the term of office of the released time President under the provisions of Article XXVII.
 3. The Association President shall have input as to the selection of the conditionally hired teacher.

4. The released time President shall accrue all rights of employment as if he/she were a full-time employee; i.e., advancement on the salary schedule, insurance benefits, retirement, etc.
- I. The Association shall be provided with up to thirty-five (35) days per school year of paid release time to be used at the discretion of the Association by employees of the District who are officers or representatives of the Association for the transaction of Association activities directly related to the Association's functions as exclusive collective bargaining representative, provided the Association gives the administration at least twenty-four (24) hours advance notice of the intended use of such paid release time and that the use of such paid release time by such Association representatives or officers does not unreasonably interfere with normal school functions. The Association shall reimburse the Board for any substitute costs resulting from teacher absence for such Association business.
- J. Representatives and officers of the Association shall be allowed to make telephone calls and other communiques for the transaction of Association activities directly related to the Association's function as exclusive collective bargaining representative during school hours providing such representatives doing so do not unreasonably interfere with normal school functions. Representatives and officers may use e-mails and faxes as long as no communications regarding job actions or concerted activities be communicated via these vehicles. A copy will be given to the building administrator.
- K. The names of all new staff members and their building, grade, and subject assignments shall be provided to the Association as they become available, but no later than September 15 annually.
- L. The Board shall, with the expressed written consent of the carrier, make available to the Association for its staff the life, health and dental insurance programs available to teachers within the District at the same group rates providing the Association submits all premiums to the Board in advance. The Association will enroll all current staff members within such programs within thirty (30) days of the execution of this Agreement. Any new Association staff members must be enrolled within thirty (30) days of their employment date.
- M. The initiation and/or continuance of all voluntary payroll deduction privileges extended to teachers, except as provided in Article IV, Section G, shall be reviewed annually by the Board and the Association; and additions, modifications, or deletions shall be effected as may be mutually deemed appropriate.
- N. The Superintendent shall provide the Association on or before October 1 of each year a list of names and addresses of parents with children then enrolled in the District. Such list shall be provided on computer tape and shall be the same list as that currently being used by the District in mailing newsletters to parents. The Association agrees that the list shall not be made available to, or be used by, any Association member(s) or any person(s) outside the Association; but rather the list shall be used solely by the Association to communicate with School District parents regarding matters directly related to its responsibilities and functions as the exclusive collective bargaining representative for teachers. A breach of the obligations of the Association with respect to use of the list shall entitle the District to discontinue providing the list and computer tapes to the Association.

ARTICLE V
GRIEVANCE PROCEDURE

- A. Definitions.
 1. A "Grievance" is a claim based upon an event or condition which affects the wages, hours, and conditions of employment of a teacher, group of teachers or the Association as to the interpretation, meaning or application of any of the provisions of this Agreement.

2. A "grievant" may be a teacher, group of teachers, or the Association.
3. A "Party in Interest" is the aggrieved person and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose.

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

C. General Procedures.

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

D. Initiation and Processing.

1. Level One. The grievant may first discuss his/her grievance with his/her immediate supervisor. If such discussion does not provide a satisfactory resolution, the grievant may formalize his/her grievance in writing. The grievant must file his/her grievance in writing with his/her principal or immediate supervisor either directly or through the Association's designated representative, within forty-five (45) days except in instances in a suspension or discharge in which the grievant must file his/her grievance in writing within fifteen (15) days after the facts upon which the grievance is based became known, or the act or condition on which the grievance is based became known, or the act or condition on which the grievance is based occurred. If in any event the grievance is not filed within this forty-five (45) day or fifteen (15) day time frame, respectively, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to this Article. The principal or immediate supervisor shall give a written response, along with the reasons, to the grievant within five (5) school days of receipt of the written grievance.
2. Level Two. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may appeal to the Superintendent in writing within five (5) school days after the receipt of the decision at Level One. The Superintendent will meet with the grievant and an Association representative in an attempt to resolve the grievance within ten (10) school days after receipt of the appeal. A written decision, along with the reasons, shall be given to the grievant within the same ten (10) day period, beginning from the date of receipt of the appeal.

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

E. Rights of Teachers to Representation.

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

F. Grievance Mediation.

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

advisory opinion shall be issued immediately upon the conclusion of the oral presentation and shall not be communicated or in any manner revealed to the arbitrator of the grievance.

G. Miscellaneous.

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

ARTICLE VI
SCHOOL CALENDAR

A. There will be one hundred ninety-one (191) paid contractual days in the 2003-2004 school year. These days shall be counted as follows:

1. There shall be one hundred eighty (180) teacher-student contact days scheduled within the school year.
2. Teacher preservice shall be August 25 and 26, 2003, and teacher workdays shall be January 23 and June 9, 2004. Elementary teachers shall be provided a ½ day workday at the end of the first and third quarters, and ½ days on June 4 and 9, 2004.
3. Holidays shall be September 1 and November 27, 2003, and May 31, 2004.
4. Staff Development half days shall be October 7, 2003, and December 5, 2003, and April 2, 2004. Each building will have a committee to survey their respective staffs regarding input on half days of Staff Development. This committee will recommend the agenda for each half day, subject to the approval of the principal. The third half-day scheduled for December 5, 2003, will be devoted to meeting curriculum needs and will be scheduled by mutual agreement of the principal and departments at the middle and high schools. Elementary teaching specialists will not teach students on one (1) of the three (3) staff development half-days and will have this time for departmental meetings; however, an equalization schedule will be set up so that elementary teaching specialists teach the p.m. sections that otherwise would be missed during the a.m. of the two remaining staff development half-days.
5. Convention days shall be October 30 and 31, 2003, and March 12, 2004.
6. District-wide student make-up days for inclement weather shall be scheduled for use in June by postponing the scheduled closing date by the same number of days school has been closed minus one.
7. August 27 and 28, 2003, shall be teacher workdays. Teachers who are not accorded at least ten and one-quarter (10 1/4) hours of total time during the two (2) days for the purpose of classroom preparation and/or grades, team and departmental meetings shall be paid additionally for each such hour, or fraction thereof, at the regular hourly rate of pay.

8. Teachers new to the District or teachers returning to the District after an absence of five (5) years or more may be required to attend three (3) days of District orientation on the days immediately preceding the date of return for all teachers at the commencement of the school year. For this, new teachers will receive twenty-two point five (22.5) staff development hours; and this satisfies the staff development requirement for the first year. New teachers shall be required to meet twenty-two point five (22.5) District directed staff development hours per year in Years 2 and 3; however, fifteen (15) hours can be banked from one year to the next. The Association shall receive one and one-half (1 ½) hours during the three District orientation days for its use.
 9. August 25 and 26, 2003, and June 10 and 11, 2004, are days when the District may direct additional hours of specific staff development for designated teachers or groups of teachers. Teachers who will be required to participate in the August and June staff development dates shall be notified by March 15 and June 1 respectively.
 10. One additional day in the calendar will be used for other work activities as directed by the District excluding direct instruction of students in the 2003-2004 calendar. This additional day will be used as one of what is designated as potential required paid staff development days at the beginning or at the end of the school year.
- B. There will be one hundred ninety-one (191) paid contractual days in the 2004-2005 school year. These days shall be counted as follows:
1. There shall be one hundred eighty (180) teacher-student contact days scheduled within the school year.
 2. Teacher preservice shall be August 26 and 27, 2004, and teacher workdays shall be January 21 and June 10, 2005. Elementary school teachers shall be provided a ½ day workday at the end of the first and third quarters, and ½ days on June 6 and 10, 2005, (if trimester grading occurs at the elementary level, workdays shall be scheduled for November 24, 2004, and March 4, 2005).
 3. Holidays shall be September 6 and November 25, 2004, and May 30, 2005.
 4. Staff Development half days shall be September 22, 2004 for reflection; October 5, 2004; December 3, 2004; February 18, 2005; and March 10, 2005. Each building will have a committee to survey their respective staffs regarding input on half days of Staff Development. This committee will recommend the agenda for each half day, subject to the approval of the principal. The half-day scheduled for December 3, 2004, will be devoted to meeting curriculum needs and will be scheduled by mutual agreement of the principal and departments at the middle and high schools. Elementary teaching specialists will not teach students on one (1) of the five (5) staff development half days and will have this time for departmental meetings; however, an equalization schedule will be set up so that elementary teaching specialists teach the p.m. sections that otherwise would be missed during the a.m. of the remaining staff development half-days.
 5. Convention days shall be October 28 and 29, 2004, and March 11, 2005.
 6. District-wide student make-up days for inclement weather shall be scheduled for use in June by postponing the scheduled closing date by the same number of days school has been closed minus one.
 7. August 30 and 31, 2004, shall be teacher workdays. Teachers who are not accorded at least ten and one-quarter (10 ¼) hours of total time during the two (2) days for the purpose of classroom preparation and/or grades, team and departmental meetings shall be paid additionally for each such hour, or fraction thereof, at the regular hourly rate of pay.

8. Teachers new to the District or teachers returning to the District after an absence of five (5) years or more may be required to attend three (3) days of District orientation on the days immediately preceding the date of return for all teachers at the commencement of the school year. For this, new teachers will receive twenty-two point five (22.5) staff development hours; and this satisfies the staff development requirement for the first year. New teachers shall be required to meet twenty-two point five (22.5) District directed staff development hours per year in Years 2 and 3; however, fifteen (15) hours can be banked from one year to the next. The Association shall receive one and one-half (1 ½) hours during the three District orientation days for its use.
 9. August 26 and 27, 2004, and June 13 and 14, 2005, are days when the District may direct additional hours of specific staff development for designated teachers or groups of teachers. Teachers who will be required to participate in the August and June staff development dates shall be notified by March 15 and June 1 respectively.
 10. One additional day in the calendar will be used for other work activities as directed by the District excluding direct instruction of students in the 2004-2005 calendar. This additional day will be used as one of what is designated as potential required paid staff development days at the beginning or at the end of the school year.
- C. There will be one hundred ninety-one (191) paid contractual days in the 2005-2006 school year. These days shall be counted as follows:
1. There shall be one hundred eighty (180) teacher-student contact days scheduled within the school year.
 2. Teacher preservice shall be August 26 and 29, 2005, and teacher workdays shall be January 20 and June 9, 2006. Elementary teachers shall be provided a ½ day workday at the end of the first and third quarters and ½ days on June 5 and 9, 2006, (if trimester grading occurs at the elementary level, workdays shall be scheduled for November 23, 2005, and March 3, 2006).
 3. Holidays shall be September 5 and November 24, 2005, and May 29, 2006.
 4. Staff Development half days shall be September 21, 2005 for reflection; October 4, 2005; November 10, 2005; December 2, 2005; February 17, 2006; March 9, 2006; and April 13, 2006 for reflection. Each building will have a committee to survey their respective staffs regarding input on half days of Staff Development. This committee will recommend the agenda for each half day, subject to the approval of the principal. The half-day scheduled for December 2, 2005, will be devoted to meeting curriculum needs and will be scheduled by mutual agreement of the principal and departments at the middle and high schools. Elementary teaching specialists will not teach students on one (1) of the seven (7) staff development half days and will have this time for departmental meetings; however, an equalization schedule will be set up so that elementary teaching specialists teach the p.m. sections that otherwise would be missed during the a.m. of the remaining staff development half-days.
 5. Convention days shall be October 27 and 28, 2005, and March 10, 2006.
 6. District-wide student make-up days for inclement weather shall be scheduled for use in June by postponing the scheduled closing date by the same number of days school has been closed minus one.
 7. August 30 and 31, 2005, shall be teacher workdays. Teachers who are not accorded at least ten and one-quarter (10 ¼) hours of total time during the two (2) days for the purpose of classroom preparation and/or grades, team and departmental meetings shall be paid additionally for each such hour, or fraction thereof, at the regular hourly rate of pay.

8. Teachers new to the District or teachers returning to the District after an absence of five (5) years or more may be required to attend three (3) days of District orientation on the days immediately preceding the date of return for all teachers at the commencement of the school year. For this, new teachers will receive twenty-two point five (22.5) staff development hours; and this satisfies the staff development requirement for the first year. New teachers shall be required to meet twenty-two point five (22.5) District directed staff development hours per year in Years 2 and 3; however, 15 hours can be banked from one year to the next.. The Association shall receive one and one-half (1 ½) hours during the three District orientation days for its use.
 9. August 26 and 29, 2005, and June 12 and 13, 2006, are days when the District may direct additional hours of specific staff development for designated teachers or groups of teachers. Teachers who will be required to participate in the August and June staff development dates shall be notified by March 15 and June 1 respectively.
 10. One additional day in the calendar will be used for other work activities as directed by the District excluding direct instruction of students in the 2005-2006 calendar. This additional day will be used as one of what is designated as potential required paid staff development days at the beginning or at the end of the school year.
- D. Teachers shall not be required to make up time or lose pay when school(s) is (are) closed during an emergency except when all District schools are closed for a full day. However, teachers may be required to remain after students are dismissed until the safety of students can be assured.
 - E. When the start of school is delayed, teachers will report thirty (30) minutes prior to the new starting time.
 - F. Two evening parent/teacher conferences will be scheduled at the elementary and middle school levels. One evening conference shall be scheduled for the Thursday night preceding the Friday half-day conference. The additional date for the evening conference shall be scheduled based on a vote of the teaching staff to determine at each individual school whether it will occur the week of or the week after the half-day conference day.
 - G. In 2004-05, the number of ½ day staff development days will increase from three to five. The first day (September 22, 2004) will be used by teachers for the purpose of goal setting, evaluation and reflection regarding the District's Supervision and Evaluation plan. In 2005-06, the half days will increase from five to seven. The first (September 21, 2005) and the last (April 13, 2006) days will be used for goal setting, evaluation and reflection. These days will sunset at the end of the 2005-06 school year and will be evaluated by both parties as to whether they should continue into the future.

ARTICLE VII LEAVES OF ABSENCE

- A. Paid Leaves of Absence
 1. Sick Leave
 - a. Teachers shall be credited with seventy-five (75) hours of sick leave as of the first day of the teacher contract, except that teachers who are within one (1) year of their maximum sick leave accumulation shall not have their sick leave credited until the end of the school year unless they should use all of their accumulated sick leave during a school year, in which case they shall be credited the current year's sick leave at that time. Any such credit shall not exceed the total allowable accumulation. When sick leave usage exceeds earned credit, pro rata deductions of one (1) day for each month of

- employment less than a full contract year shall be withheld from the final check, except as provided for in Section A-1-d of this Article.
- b. A teacher may use sick leave with pay for absence necessitated by incapacitating illness or injury, emergency dental care, and doctor or dental appointments that cannot be scheduled outside the teacher workday.
 - c. A teacher may use sick leave for absences necessitated by the serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, grandparents of spouse, former guardian, and any other member of the immediate household.
 - d. The maximum sick leave accumulation for teachers having earned in excess of six hundred (600) hours shall be fixed at the level credited as of the 1973-74 school year. Effective July 1, 2002, teachers credited with less than that amount shall be permitted to accumulate up to a maximum of seven hundred and fifty hours (750) hours. Upon the expiration of a teacher's accumulated sick leave, the Board shall pay an extended benefit of eighty-two and one-half (82 ½) percent of such teacher's salary for a period not to exceed the ninety (90) day elimination period as per the Long Term Disability plan as set forth in Appendix 9. Teachers having exhausted their regular sick leave accumulations shall be paid extended benefits only for illnesses of more than three (3) consecutive days duration. Illnesses of greater than three (3) consecutive days shall be compensated from the first day of such illnesses. All other employment benefits shall continue for the one hundred ninety-one (191) day period. Disability benefits beyond the ninety (90) day elimination period shall be provided for under Article VIII, Fringe Benefit Programs, Section A-4. However, teachers on sick leave benefits under this section shall be required to apply for social security disability benefits during the fifth (5th) month of such disability. Teachers qualifying for such benefits shall have their sick leave benefits reduced by the amount of their social security benefits. Affected teachers failing to make social security application shall have all benefits under this section withheld until such time that application is made. This requirement shall apply only to teachers under the Social Security Act.
 - e. The responsibility for claiming sick leave shall rest with the teacher who, within three (3) days of return, shall submit to the principal the form properly filled out.
 - f. All cases of personal illness are subject to verification. In the event the Board should contest the judgment of the teacher's physician, a physician of the Board's choice may examine the teacher prior to a panel of three (3) doctors, including the teacher's personal physician, the Board's physician and a third physician, mutually acceptable to the previous two, reviewing the case. Any expenses incurred shall be paid by the Board.
 - g. Each September teachers will be provided a statement of accumulated sick leave.
 - h. The Board considers pregnancy, childbirth, and recovery therefrom to be the same as any other temporary job-related disability covered under this provision. Upon written request by the teacher, the Board shall provide sick leave benefits for such temporary disability. The teacher's doctor shall certify in writing to the Superintendent the expected period of disability at the time of medical confirmation of pregnancy. The period of temporary disability shall

constitute the time the teacher's doctor certifies she is expected to be medically unable to work because of pregnancy or complications arising therefrom.

- i. An individual sick leave pool shall be established when a specific circumstance calls for it.
 - 1) Teachers donating to such a pool (bank) have the option of either giving up one day or more of their annual personal leave or sick leave days.
 - 2) Teachers giving up sick leave days will have their maximum accumulation permanently reduced by the number of days they contribute to the sick leave pool.
 - 3) It is mutually understood that a pool, once created, would be available only for use by the individual for whom the pool was created.
 - 4) Contributions can be made by any School District Association employee for the benefit of another School District Association employee.
 - 5) All donations of personal leave or sick leave shall be on a strictly voluntary basis.

2. **Emergency Leave**

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

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

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

3. **Funeral Leave**

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

4. **Professional Leave**

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

- a. The time limit of such leave shall be determined by the individual situation.

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

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

shall not be assigned supervisory duties as defined in Section 111.70(1)(o), Wisconsin Statutes.

- b. Teachers who temporarily assume administrator's duties shall be paid, in addition to their regular salary, one-tenth of one percent (.1%) of the BA base for each day of the assignment.

10. Civic Duty Leave

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

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

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

13. On the first day in any school year when schools are closed all day because of inclement weather, e.g., "snow day," teachers scheduled for leaves, including short term regular sick leave, personal leave, or who have called in sick after the end of the previous work day, shall not have an accumulated sick day deducted nor docked wages. Additionally, any teacher on a scheduled short-term paid or non-paid leave of less than five days for whatever reason, likewise shall not be docked wages. Teachers on non-paid leave five days or longer or who are on extended sick leave shall have the first such "snow day" considered as any other such day of their leave.

Any subsequent "snow days" during the remainder of any school year shall be made up with students by extending the students' school year by the number of such "snow days." Teachers on short-term (less than five days) non-paid leave or other paid leaves will not be charged for such leave, but will be required to make up the time on the scheduled make-up day(s). However, teachers on long-term non-paid leaves (five days or more) or on extended sick leave will have subsequent "snow days" considered as leave days and if required to make up such days in the event they return to work prior to the end of the then current school year, they shall be compensated at their regular daily rate of pay for each such day.

B. Nonpaid Leaves of Absence

1. Public, Association and Professional Service Leave

- a. Upon election or appointment to full-time political, Association, or professional office, teachers shall be granted leaves of absence for a length of time to concur with the term of office. Subsequent extensions shall be granted upon reelection or reappointment to office. However, the teacher so excused shall, on or before the anniversary date of the granting of such leave, express in writing his/her desire to remain on leave of absence, and his/her desire to return to his/her previous position upon termination of his/her term of office.
- b. Teachers appointed or elected to public, Association, and/or any other professional office for which the required commitment is less than full time, shall be granted leave for those days or portions of days requiring absence for the purpose of performing the duties of such office. Such teacher's daily salary shall be reduced by the cost of his/her substitute. Said teacher shall provide evidence to the District of a proper appointment or election to public, Association, or professional office as well as the length of the term of such appointment or election. Timely notice of the necessity to be absent from regular teaching duties shall be provided to the District.

2. Exchange Teaching Leave
 - a. A leave may be granted upon submission of written application to the Superintendent by April 1 of the current school year for exchange, foreign, or other assigned teaching. When a leave is granted, the teacher must indicate in writing by April 15 his/her intention for the subsequent year or re-employment will not be assured. Any teacher having been granted such leave of absence must teach a minimum of four (4) consecutive years following such leave of absence before a second leave will be considered. No more than three (3) such leaves of absence will be granted the same individual.
 - b. Any teacher having been granted a year's leave of absence for teaching under this provision will be credited for that year on the salary schedule. Teachers must have two (2) years teaching experience in the District before they become eligible for this leave.
3. Advanced Study Leave
 - a. Teachers shall be eligible for a leave of up to two (2) semesters for advanced study after two (2) years of teaching experience within the District. Applications for such leave must be filed with the Superintendent not later than April 15. When a leave is granted, the teacher must indicate in writing by April 15 his/her intention for the subsequent year or re-employment will not be assured. Any teacher having been granted such leave of absence must teach a minimum of four (4) consecutive years following such leave of absence before a second leave will be considered. No more than three (3) such leaves of absence will be granted for the same individual. In order to qualify for this leave, teachers must be enrolled in a graduate program or taking graduate or undergraduate courses.
 - b. Any teacher having been granted a year's leave of absence under this provision as a part of an approved program will be credited for that year on the salary schedule.
4. Child-Rearing Leave
 - a. Maternity - A teacher shall be granted, upon request, a nonpaid leave of absence for child-rearing not to exceed one (1) school year following the birth of his/her child; however, in no case may such teacher return to his/her duties other than at the beginning of a school year or at the beginning of the second semester. Such leave may, at the teacher's option, commence at the conclusion of temporary disability due to pregnancy covered under sick leave benefits, or at any date prior to his/her child's birth, or at the commencement of the period of temporary disability associated with pregnancy, or, if the conclusion of the period of temporary disability is within nine (9) weeks of the conclusion of the school year, the teacher may defer the beginning of the leave until the following school year. The teacher shall certify to the Superintendent the beginning date of the child-rearing leave as soon after confirmation of pregnancy as practicable. No teacher on such leave will be denied the opportunity to substitute or replacement teach in the District in the area of his/her certification or competence by reason of the fact that he/she is on said leave. At any time up to ten (10) days after the birth of the child (except where complications as confirmed by a doctor result from said birth justifying an extension), a teacher may alter the date of his/her return from this leave, but under no circumstances will the return be at any other time than the beginning of a semester. After the expiration of the ten (10) days aforementioned, the

leave will stand as originally granted. The above shall be modified, if necessary, to conform to existing Federal and State Laws.

- b. Adoption - A teacher adopting an infant child may receive a similar leave as set forth in Section B-4-a herein, which will commence upon receiving de facto custody of said child or earlier, if necessary, in order to fulfill the requirements for adoption. Under no circumstances will a teacher being given a child-rearing leave in the case of adoption be allowed to alter his/her return date. No teacher on such leave will be denied the opportunity to substitute or replacement teach in the District in the area of his/her certification or competency by reason of the fact that he/she is on this leave.
 - c. See Article XVI, Salary, Section C-5 for requirements for salary placement.
5. Family Leave
A teacher shall be granted, upon request, a nonpaid family leave of absence for up to two (2) years. However, after the first year of leave, the teacher on family leave shall vacate the position s/he holds and will return through the normal posting process to an open position for the ensuing school year. Family leave will be granted only for circumstances which qualify for State or Federal Family Medical Leave Act or are within four (4) years of birth/adoption of a child. Time taken as Child-Rearing Leave may be counted against the time taken as Family Leave.
6. Health Leave
A leave of absence without pay for up to one (1) year will be granted to a teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
7. Career Alternative Leave
- a. A leave of absence may be granted upon submission of a written application to the Superintendent by April 15 of the current school year for one (1) or two (2) years of career exploration. When a leave is granted, the teacher must indicate in writing by the next April 15 his/her intention for the subsequent year or re-employment will not be assured. Teachers must have two (2) years teaching experience in the District before they become eligible for this leave.
 - b. A teacher, if selected for an administrative position in the District, may retain seniority rights in the bargaining unit for a period of one (1) year. Prior to the conclusion of the one (1) year period, the teacher shall decide to remain as an administrator or return to the bargaining unit. This decision will be presented, in writing, to the Superintendent no later than April 15 of the subsequent year. During the first year of such administrative assignment, a replacement shall be employed under the provisions of Article XXVII, Section A, to fill the position left vacant by the teacher.
 - c. No more than four (4) teachers per year will be eligible for leaves of absence under Section B-6-a, and two (2) employees per year under Section B-6-b.
8. Other leaves of absence without pay may be granted by the Board. The following guidelines will apply:
- a. The specific purpose for the leave must be indicated on the request;
 - b. Whenever possible the written request is to be received in the Human Resources Office at least two (2) weeks prior to the leave;
 - c. Nonpaid leaves for longer than two (2) continuous workdays will be approved only once in a five (5) year period for any individual employee, except when such leave is primarily related to the teacher's specific work assignment. Said nonpaid leave may be used to extend normal breaks in the school calendar but may not be used to extend summer recesses. However, no less than three (3)

- consecutive nonpaid leave days must be requested in order to receive this leave;
- d. Requests will not be approved for the purpose of seeking employment in another occupational area except for those teachers who have received notices of layoff; and
 - e. When such nonpaid leave is granted, the teacher must indicate in writing by April 15 his/her intention for the subsequent year or re-employment will not be assured.
9. Other Conditions of Nonpaid Leaves
- a. A teacher will not receive increment credit for time spent on a leave granted pursuant to this section unless otherwise specifically indicated.
 - b. All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave, will be restored upon return; and the teacher will be assigned to the same position held at the time said leave commenced if the return from leave is at the beginning of the school year and if the position is in existence or, if not, to a substantially equivalent position. A teacher returning from a leave during the school year will be assigned to a position substantially equivalent to the position held at the time said leave commenced and such teacher shall be transferred, upon the teacher's request, at the end of the school year to the position held prior to taking a leave if such position is still in existence.
 - c. Individuals on leave may continue group insurance coverage available through the Board by reimbursing the Board for premium costs. Failure to forward premium payments to the Board on a previously stipulated schedule will terminate this option.
 - d. All requests for extensions or renewals of leave will be applied for and acted upon in writing.

ARTICLE VIII
FRINGE BENEFIT PROGRAMS

A. The District shall provide group health, life, dental and long-term disability benefit programs on an annual basis which accord teachers, at a minimum, the benefits set forth in Appendix 7.

1. Health Benefit

- a. Full-Time Teachers - The District shall pay one hundred (100) percent of the cost required to make such health benefits available to full-time teachers. The District shall pay ninety-four (94) percent of the cost required to make such health benefits available to full-time teachers electing family health benefits. If husband and wife are both employees of the School District and elect family health benefits, they shall not be required to pay the six (6) percent of the cost of making the family health benefits available.
- b. Part-Time Teachers - Part-time teachers electing either single or family health benefits shall pay a portion of the cost required to make such health benefits available in accordance with the following schedule:

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

- c. Job-Share Teachers - The District shall prorate the cost required to make health benefits available to job-share teachers electing either single or family health benefits on the basis of the time worked by each as a percent of a full-time equivalent position.
- d. The following provisions apply to the health benefit program:
- 1) A \$100/\$300 up-front deductible on-panel, and an additional \$100/\$300 up-front deductible off panel (\$200/\$600 maximum up-front deductible off-panel for the PPO options), and \$100/\$300 up-front deductible for Traditional Plan, excluding one (1) annual physical examination per covered individual.
 - 2) A PPO Prescription Drug Program:
 - a) Effective July 1, 2002, a \$6 generic/\$12 formulary/ \$24 non-formulary co-pay for prescription drugs. Employee is not responsible to pay the actual difference in cost between the formulary and non-formulary drugs, only the difference between the co-pay. Mail order prescription drugs will be available for maintenance drugs.
 - b) "A" rating for generic standard.
 - c) An employee shall be exempt from paying the difference between brand name and generic multi-source drugs upon submission by his/her physician of a bona fide medical necessity to utilize the brand name for a multi-source drug.
 - d) Under the formulary drug plan, an employee paying the \$24 co-pay for a brand name drug may seek reimbursement from the District for \$12 in the event there is no formulary drug.
 - e) For the Traditional and PPO plans, there is a maximum out-of-pocket expense per employee of \$1,000 for single coverage per year, which includes prescription drug and off-panel co-pays and deductibles, and \$1,500 in 2003-04, \$1,800 in 2004-05, and \$2,000 in 2005-06 for the other three categories (employee plus child(ren); employee plus spouse; and family).
 - f) For the PPO plans there is an 80/20 co-pay for off panel providers.
 - g) Employees on the Traditional Plan and those on PPO plans who seek care from off-panel providers are responsible for above Usual & Customary charges. These charges are in addition to the out-of-pocket maximum in (e) above.
 - 3) Spouses of employees who are eligible for group medical coverage through their employer for \$50 per month, or less will not be eligible for coverage under the District's group medical plan unless they subscribe to their employer's plan.
 - 4) Employees utilizing services for which a mandatory referral is required through the District's Employee Assistance Plan (EAP) without securing such referral shall not have those services

- covered by the District's medical plan. An employee shall not incur costs over \$1,000 per incident for non-referred services.
- 5) Should the District offer multiple health plans, each plan will have its individual premium equivalency calculated on an actuarial basis. Employees choosing a plan other than the plan with the lowest cost premium equivalent will pay the difference between the premium equivalent of the plan they choose and the plan with the lowest premium equivalent.
2. **Dental Benefits**
- a. Dental insurance coverage changes by increasing the annual yearly maximum/person from \$1,500 to \$2,000 and by covering the usual and customary cost of porcelain fillings at 80% coverage.
- b. Full-Time and Part-Time Teachers - The District shall pay one hundred (100) percent of the cost required to make single or family dental benefits available to all full- and part-time teachers working more than 5.5 hours per week.
- c. Job-Share Teachers - The District shall prorate the cost required to make dental benefits available to job-share teachers electing either single or family dental benefits on the basis of the time worked by each as a percent of a full-time equivalent position.
3. **Life Insurance Benefits**
- a. Full-Time and Part-Time Teachers - The District shall pay one hundred (100) percent of the premium cost of a fifty thousand (50,000) dollar group term life insurance policy for all full- and part-time teachers working more than 5.5 hours per week. Such insurance shall provide for accidental death and dismemberment benefits. In addition, such insurance shall contain provisions for the following individual teacher options:
- 1) The purchase of an equal amount of term insurance at group rates;
 - 2) The purchase of dependents' coverage of five thousand (5,000) dollars on the spouse and twenty-five hundred (2,500) dollars on each dependent child;
 - 3) The privilege of converting from term to ordinary life insurance without additional evidence of insurability at termination of employment.
- b. Job-Share Teachers - The District shall prorate the cost of the premium required to make group term life insurance benefits available to job-share teachers on the basis of the time worked each as a percent of a full-time equivalent position.
4. **Long-Term Disability Benefits**
- a. Full and Part-Time Teachers - The District shall pay one hundred (100) percent of the cost required to make the long-term disability benefits available to all full- and part-time teachers working more than 5.5 hours per week.
- b. Job-Share Teachers - The District shall prorate the cost required to make long-term disability benefits available to job-share teachers on the basis of the time worked by each as a percent of a full-time equivalent position.
5. Provisions for Continuation - Provision will be made to continue in effect the group health and dental benefit programs containing the exact benefits and without limiting riders at the same group rate for all teachers who are receiving disability income benefits under the provisions of Section A of this Article and any spouse and/or family of a deceased teacher who died while in the employment of the District so long

as the spouse does not remarry or dependent children become adopted. The entire premium cost will be the obligation of the qualifying individual.

6. Personal Property Loss

The Board shall provide reimbursement for damage and/or loss to a teacher's personal items when in the line of duty or while participating in Board-approved functions in accordance with the provisions of Appendix 6D. All damage and/or loss shall be covered up to the extent of two hundred (200) dollars. Damage and/or loss due to teacher negligence and normal wear and tear is excluded.

7. Tax-Deferred Annuities authorized under Public Law 87-370 shall be available to teachers in conformance with the following provisions:

- a. Open enrollment for all employees twelve (12) months per year;
- b. Notification of starting, stopping, or changes will require a thirty (30) day written notice to the Board Payroll Office;
- c. The Board Payroll Office must be in receipt of a signed payroll deduction authorization;
- d. Three (3) changes are permitted per calendar year per employee;
- e. The minimum deduction will be two hundred (200) dollars per year, excluded from their salary and remitted to the company they select in equal monthly installments;
- f. Maximum exclusion calculations are the responsibility of the insurance agent and must be made available on request of the employer;
- g. Each annuitant will select his/her own annuity provider; however, no teacher may enroll with more than two (2) companies at one time;
- h. No teacher may enroll with any company unless that company has a minimum of three (3) District employees enrolled or to be enrolled;
- i. No agent or business representative is to solicit teachers during regular work days;
- j. The above provisions are not to be construed as an endorsement by the parties to this Agreement of any tax-deferred annuity program offered by an insurance company; and
- k. The Board may assess the TDA provider a service charge; however, such charge shall not exceed the District's cost in providing the service.

8. Professional Liability Insurance

The Board shall continue to provide for teacher professional liability insurance and employee errors and omission insurance under not less than the existing provisions and at not less than the current limits of five million (5,000,000) dollars respectively.

9. Worker's Compensation Insurance

- a. If a teacher employed by the District becomes entitled to Worker's Compensation pursuant to Chapter 102 of the Wisconsin Statutes, the Board shall continue to pay the teacher's full salary during the period of disability, whether or not such period extends beyond the teacher's term of employment, up to a maximum of one hundred and ninety (190) workdays; however, such payment of full salary shall be reduced by an amount equal to the amounts paid to the teacher as worker's compensation. This provision shall not be in addition to the benefits set forth in Article VII, Section A-1.
- b. Benefits paid to the teacher by the District shall not result in the loss of any accumulated sick leave benefits.

10. Insurance Committee

- a. The Board and the Association shall establish a permanent Joint Insurance Committee. Such Joint Insurance Committee shall be comprised of six (6)

members, two (2) of whom shall be appointed by the President of the Association, one (1) of whom shall be a representative of AFSCME, and three (3) of whom shall be appointed by the Board. The Board and the Unions shall each appoint one (1) member for a one (1) year, one (1) member for a two (2) year and one (1) member for a three (3) year term. Thereafter, all members shall be appointed for three (3) year terms. The Committee shall elect a chairperson and a vice-chairperson, one (1) from the Board's appointees and one (1) from the Unions' appointees. The Committee shall:

- 1) Study existing insurance programs available to District employees and recommend the specifications for continuing or changing such program(s) that it feels are appropriate or meritorious both to the Board and the Unions prior to the commencement of negotiations each year; and
- 2) Act as an Appeals Committee. An appeal is a request for binding third (3rd) party review of the denial of benefits, whether by predetermination authorization, which is required for work in excess of two hundred (200) dollars, or by the failure to pay benefits by the underwriter of the dental program. The Committee, acting as an Appeals Committee, shall make a full and complete review of each appeal and issue its decision, in writing, within sixty (60) days after receipt of the written request for an appeal, unless circumstances require an extension of time for processing, in which case the decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of a request for review.

11. Fringe Benefits, General

- a. A quarterly statement of experience of each fringe benefit program in effect shall be provided to the Association on an annual basis.
- b. A description of each fringe benefit/insurance program shall be issued to teachers upon initial enrollment in any District-sponsored group insurance program. New certificates or riders shall be issued to all enrolled teachers upon the implementation of any insurance specification changes negotiated between the Board and the Association.
- c. In the event of the death of a currently employed teacher, the spouse and dependent children of such teacher shall have a fund available for the payment of premiums for health and dental benefits equal to seventy (70) percent of the value of the teacher's accumulated sick leave at the time of death.
- d. Employees will be eligible for enrollment into the medical benefit program within seven (7) days should one of the following family status changes take place:
 - 1) Birth, death or adoption of a dependent child;
 - 2) Divorce, separation or marriage of employee;
 - 3) Death of a spouse;
 - 4) Loss of spousal employment; or
 - 5) Change of status of employee from part-time to full-time.Coverage will begin on the first day of the month following completion of the enrollment form.

12. Termination

- a. Teachers terminating employment during the school year shall be provided group health, dental, life, and long-term disability benefits for one (1) month beyond the month in which termination occurs.

- b. All teachers filling positions anytime during the school year who qualify for health, dental, life, and long-term disability benefits coverage and who remain employed on the last contract day shall be provided health, dental, life, and long-term disability benefits coverage through August 31 of the next fiscal year.

ARTICLE IX
ASSIGNMENT, TRANSFER, REASSIGNMENT

A. Assignment

1. An "assignment" shall be defined as the position a teacher presently holds. This assignment will be noted on the individual teacher's contract when issued on or before March 15. All individual contracts shall be in accordance with this Agreement and shall conform to the format of Appendix 5.
2. Teachers shall only be assigned to positions which they are legally qualified to hold. Teaching duties shall not be performed by personnel outside the teacher bargaining unit except in the case of day-to-day substitutes or where the District cannot otherwise offer a course/program (e.g., if no qualified teacher can be found to teach Portuguese), the District could offer the course/program through a distance-learning option).
3. Assignments will note:
 - a. The school and grade level(s) for regular education elementary teachers;
 - b. The school, grade, and subject area(s) for regular education Grade 6 middle school academic block teachers; for regular education Grade 6 academic block teachers filling vacancies subsequent to the 1997-98 school year the assignment will note the school and grade;
 - c. The school(s) and subject area(s) for grades 6-12 regular education teachers;
 - d. The school(s) for kindergarten teachers; and
 - e. The school(s) or location(s) and assignment for special area and special education teachers. (See Section B-1-d for a listing of the applicable positions for these areas.)
4. Reassignments or transfers will follow the procedures set forth in Sections B and C of this Article.

B. Voluntary Transfer and Reassignment

1. For the purpose of this Agreement the following definitions apply:
 - a. A "vacancy" shall be defined as any newly created unit position or a unit position previously held by a teacher which the District intends to fill.
 - b. A "transfer" shall be defined as the movement of a regular education teacher to a different building(s) or the movement of any teacher to a different teaching discipline (e.g., regular education to learning disabilities or vice versa). A voluntary transfer can only occur through the posting process.
 - c. A "reassignment" shall be defined as a change of assignment for regular education teachers within a building. For special area and special education teachers, a reassignment shall be defined as a change of assignment within their current area (i.e., change of school site or grade level). Reassignments shall occur prior to the posting of any vacancies.
 - d. Special area and special education teachers include:
 - 1) At the elementary and secondary level: library/media specialists, guidance counselors, ESL/Bilingual, Title I reading, social workers, school psychologists, speech/language pathologists, special education, program support (including supportive resource teachers, curriculum, ED, LD, CD, etc.), occupational therapists, and physical therapists.

- 2) At the elementary level: Early Childhood Special Education, Head Start, physical education, vocal music, instrumental music, and art.
 - 3) At the secondary level: School Age Parent Program (SAPP).
2. No vacant position shall be filled by a person not currently employed by the District as a "teacher" (bargaining unit employee) if a qualified teacher applies for such vacant position, provided, however, that a qualified teacher is available to fill the vacancy created by such transfer or reassignment. Teachers of the emotionally disturbed and English as a Second Language shall after three (3) years of employment be granted a transfer, if requested, to a different subject area for which they are certified even if a qualified teacher is not available to fill the vacancy created by such transfer provided they have more seniority than other applicants. (See Memorandum of Understanding, Appendix 8.) Special Education, ESL, ESL/Bi-Lingual and Reading Recovery teachers hired after January 1, 2000, may not voluntarily transfer from the position for which they were hired for a period of three (3) years.
 3. No teacher shall be laid off or forced to remain on lay-off status because of the voluntary transfer of a teacher from one area of certification to another.
 4. After internal reassignments have been made by the principal or supervisor, all known assignments for the next school year shall be made in writing by to each teacher one week prior to the first arena staffing.
 5. Teachers who are in excess in a building when assignments for the following year are being made and are, therefore, "To Be Assigned" need to be assigned prior to any vacancies being filled from the outside. If additional positions subsequently become available prior to August 22 within the school from which they were excessed, the most senior excessed teacher(s) will have the right to return to said building.
 6. Teachers interested in voluntarily transferring into the Head Start program may apply at any time to the Head Start council for approval. However, an application must be made prior to March 1 of the year in which a transfer is sought. Subject to Federal regulations, the Head Start council will determine the standards necessary for approval. Subsequent to said approval the District will evaluate requests for transfer according to section D-1 of this Article.
 7. Teachers assigned to more than one (1) school shall have the ability to reassign in their home school only.
 8. Teachers with less than full-time contracts shall not be able to reassign to a vacancy within the building(s); and
 9. Job-share teachers will not be able to reassign out of a job-share to a vacancy within the building(s).

C. Posting of Vacancies

1. After assignments are determined for the ensuing school year and after reassignments have taken place, the District shall cause to be posted in all school buildings, including BCO, the following lists, which shall be bid upon at the first arena staffing meeting and in subsequent postings:
 - a. All known teacher vacancies in the District for the next school year.
 - b. All administrative, departmental and unit leaders, and additional compensation vacancies for the next year.

The Superintendent shall, at the same time, cause copies of all lists to be mailed to the Association.
2. Following the last arena staffing meeting, the Superintendent shall cause to be posted regularly a listing of all additional vacancies. Teachers shall be given consideration for positions posted in C-1-a and b if an application is submitted on a form (See Appendix 6) which is available in each school building, the District Human Resources

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

3. All notices of vacancies shall contain the date of posting, a description of the position, including grade level, subject area and specific courses to be taught, name and location of the school, certification requirements of the position, name of person to whom the application is to be returned and date by which the application is to be returned. In no case shall such date be less than five (5) days from the posting.
4. Whenever vacancies occur during the normal summer months when regular school is not in session the following procedure shall be followed:
 - a. Prior to the end of the school year, teachers who are interested in being considered for reassignment during the summer shall submit their prioritized request(s) to the building administrator or supervisor. The form for reassignment will be provided to all teachers. (See Appendix 6B.)
 - b. Teachers with an interest in vacancies which occur during the summer will notify the Assistant to the Superintendent for Human Resources by letter prior to the last teacher workday of the school year. The letter must include the level(s) (elementary, middle school, high school) of interest and a summer address.
 - c. Upon posting at BCO, vacancy notices shall be sent to teachers who have expressed an interest in said position or a similar position and to the Association at its office.
 - d. Teachers so contacted shall notify the Assistant to the Superintendent for Human Resources by telephone of their interest in the posted position within seven (7) weekdays of the posting date. A follow-up letter shall be postmarked within the seven (7) weekday period.

D. Miscellaneous

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

- a. Conditional: A limited term assignment exchange into a different certification area than the current can be effected in order to avoid layoffs. Teachers desiring such limited term exchange assignments for which they are certified may do so effective at the beginning of any school year providing the exchange has prior approval of the immediate supervisors and the Assistant to the Superintendent for Human Resources. Such limited term assignment may be terminated if a vacancy(ies) occurs for which for which one or other of the involved teachers are eligible and elect to accept reassignment.
 - b. Permanent: Teachers desiring to exchange assignments for which they are certified may do so effective at the beginning of any school year providing the exchange has the prior approval of the immediate supervisors and the Assistant to the Superintendent for Human Resources.
 - c. To a Regular Classroom: Teachers from Special Education programs or curriculum support staff may exchange assignments for which they are certified effective at the beginning of any school year providing the exchange has the prior approval of the immediate supervisors and the Assistant to the Superintendent for Human Resources. This exchange provision is provided for staff to renew a classroom experience and then return to their previous position.
7. No later than September 1, the Superintendent shall cause to be prepared a system-wide certified staff listing including the new positions for the next year, vacancies and existing positions filled for the next year, the names of persons reassigned, transferred, and newly appointed, and the positions they have been given. A copy of such schedule shall be forwarded to the Association within five (5) days of completion.
 8. If a teacher's request for a voluntary transfer has been denied, he/she will, upon request, receive a written explanation of the reasons therefor from the Superintendent or his/her designee within five (5) days of said request.
 9. New teachers beginning employment after July 1, 2002 will serve in a school or special area for two years before being allowed to transfer.
 10. Effective as of the 2003-05 contract, Association members who apply for posted positions in the categories of Program Support Teachers, Staff Development Coordinator, Teacher Mentor Recruiter, Dean of Students, Teacher Coaches (as per the District's Strategic Plan), Department Coordinators, Guidance Counselor, Social Worker and School Psychologist will go through an interview process and may be selected based upon the interview. If a bargaining unit member(s) is not granted the posted position, a rationale will be given to the applicant and the Association. The Association will have the right to argue and present a case, but the selection process is not grievable.
- E. Involuntary Transfer and Reassignment
1. No teacher will be involuntarily transferred or reassigned by the Superintendent without a written notice from the Superintendent or his/her designee which will include the reasons for the transfer or reassignment. No teacher may be transferred or reassigned without cause.
 2. When an involuntary transfer or reassignment is necessary, seniority will normally be followed in determining the individual transferred or reassigned; however, a teacher's current area of instructional and co-curricular competence, major or minor field of study, grade or subject from which transfer or reassignment is contemplated and other relevant factors will be considered in determining which teacher is to be transferred or reassigned. The Superintendent or designee may involuntarily transfer and/or reassign

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

ARTICLE X
STAFF REDUCTION

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

- G. Teachers on layoff status shall be notified for recall by registered mail, restricted delivery, return receipt requested, to their last address of record, and be notified of the availability of position(s) and will be recalled before any new employee fills that position. An affirmative reply must be received by the District within ninety-six (96) hours of the receipt of such notice. Failure of delivery, for any reason, relieves the Board of its obligation to subsequently recall such teacher. The Association shall be apprised of all recall notices at the time they are sent. A teacher Refusing recall and assignment to any full-time position for which he/she is certified shall have forfeited right to recall and/or layoff benefits unless the teacher was recalled prior to the effective date of this Agreement. In the event a laid-off teacher who has accepted a teaching position in another Wisconsin School District is recalled, such teacher, upon submitting a letter of commitment to return to the District's employment the school year immediately following, shall be given a nonpaid leave of absence until the beginning of the next school year and a replacement teacher shall fill the vacant position in the interim.
- H. Laid-off teachers shall retain the right to call back for a period of three (3) years after August 1 of the year in which the layoff occurs.
- I. Laid-off teachers may continue group insurance coverages (if applicable) available through the Board during the recall period by reimbursing the Board for premium costs. Failure to forward premium payment to the Board on a previously stipulated schedule will terminate this option.
- J. Laid-off teachers shall be given the first opportunity to be employed to replace regularly employed teachers on leave. Laid-off teachers serving in such capacity shall retain all rights and benefits (including seniority accrual) accorded teachers on layoff status and, in addition, shall have their recall period extended by the length of their replacement teaching.
- K. By November 1 of each school year, the Board will cause to be published and posted in each building, and provide a copy to the Association, a seniority list. This list shall also itemize, after each name, such teacher's area(s) of certification. A finalized alpha list and a list by certification area shall be provided the Association by February 1 of each year. This list shall include all corrections, deletions and additions of teachers for the school year.
- L. In the event a teacher accepts a position with the Board outside of the teacher bargaining unit, he/she shall retain the unit seniority rights he/she had accrued at the time of accepting such position.
- M. Teachers on layoff status from full-time teaching positions shall be recalled to full-time teaching positions provided that such teachers shall have the option of accepting any part-time teaching position that may exist without jeopardizing their recall status for any full-time position.
- N. The District shall provide the Association by September 15 a current list of those teachers who have retained recall rights.

ARTICLE XI

EVALUATION PROCEDURES.

- A. The Board and the Association agree that evaluation has as its primary purpose the improvement of the school program by assisting each teacher to improve his/her professional competencies. The Board shall continually evaluate teachers to assess job performance.
- B. Guidelines for evaluation shall be published and made available to each teacher as soon as possible each school year.
- C. The administration will designate, in writing, the immediate supervisor for each teacher within thirty (30) days of the beginning of each school year. In the event of any change of the immediate supervisor, the teacher will be advised of same in writing at the time of the change.

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

ARTICLE XII
NONTEACHING DUTIES

- A. Teachers shall not be required to perform nonteaching duties at extra-curricular and co-curricular activities (including sports events), chaperon after-school activities, supervise groups, and participate in other school activities outside of the teacher workday. Teachers may be requested to supervise students and/or activities during the normal teacher workday at a time outside of their teaching time.
 - 1. Teachers performing such nonteaching duties, authorized by an appropriate administrator in writing or verbally, either directly or through a designee, shall be granted compensatory time on an equal time basis.
 - 2. Compensatory time may be used at any time during the workday when the teacher is not assigned or scheduled to work with students or is expected to attend scheduled staff meetings or conferences. Teachers will notify their building principal prior to taking compensatory time. Compensatory time may be accumulated; however, such time is expected to be used as soon after it is earned as is practicable. Unused compensatory time will be carried over to the following year. Compensatory time earned in one building may be used during a time when the teacher is assigned to another building.
 - 3. Pay practices for all compensated nonteaching duties shall be \$10.50 per hour with a minimum of \$21.00 per event.
 - 4. Nothing in this section shall preclude the utilization of nonbargaining unit personnel in the performance of such nonteaching duties.
 - 5. Teachers who volunteer to perform "nonteaching duties" shall not be eligible for compensatory time. "To volunteer" for the purpose of this Article shall mean that the teacher provides the impetus for an activity and merely advises the supervisor to obtain acquiescence. Such action shall be construed as a volunteer action. However,

if the supervisor, under whatever guise, assigns the added work, it shall not be considered "to volunteer."

6. Teachers who have accumulated more than seven and one-half (7 ½) hours of compensatory time at the end of any school year shall be paid for that time in excess of seven and one-half (7 ½) hours at their individual hourly pay rate. Payment will be made on the June 16 or June 30 payroll each year, and the amount will be based on the previous year's salary.
- B. Secondary Lunch Period
1. Teachers are entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) minutes scheduled during the student lunch period(s).
 2. Noon duties performed during the teacher's duty-free lunch period shall be voluntary with compensatory time on an equivalent time basis.
- C. Elementary Lunch Period
1. Teachers shall not be required to supervise students during the lunch period. However, a teacher may be requested to serve as teacher-in-charge in the absence of the building principal during the lunch period and shall earn compensatory time.
 2. Teachers accepting work during their thirty (30) minute duty-free lunch period will receive compensatory time.
 3. On days of inclement weather or unavailability of noon hour supervisors, the principal may assign teachers the supervision of children during the lunch period, exclusive of their thirty (30) minute duty-free lunch period, and compensatory time shall be granted.
- D. In emergencies teachers may be required to supervise students beyond times indicated within the workday and compensatory time will be granted. However, compensatory time will not be granted in case of fire drills, bomb scares, tornado warnings, or other similar events.
- E. No compensatory time shall be granted for extended homerooms held for orientation of pupils at the beginning of the year, student elections, grade card distribution and return, and a locker inspection.

ARTICLE XIII TEACHING HOURS

- A. The normal workweek for all teachers shall be thirty-seven and one-half (37 ½) hours. The normal workday for all teachers shall be seven and one-half (7 ½) hours exclusive of a thirty (30) minute duty-free lunch period. However, the teacher's day shall end at the close of the student school day on the last workday preceding holidays or recesses (Labor Day, Thanksgiving, Winter Recess, Spring Recess, Memorial Day, and Summer Recess), except those elementary schools in which student dismissal is later than what is true in any other elementary school shall be given non-accumulative, non-compensable compensatory time equal to the difference between their dismissal time and the school with the earliest student dismissal.
- B. Faculty meetings shall be held as necessary at the call of the building principal. All such meetings shall be concluded before the end of the teacher workday, except that one (1) faculty meeting each month may be extended not more than fifteen (15) minutes beyond the workday at the elementary schools, and not more than thirty (30) minutes at the secondary schools. Teachers may be requested by the administration to attend parent conferences outside of the workday. Such conferences will be held at a mutually acceptable time, if possible. In any event, such conferences will be scheduled by the District at a reasonable time outside the workday. Compensatory time shall be granted. If school-wide parent/teacher conferences are scheduled, teachers in the elementary and secondary schools shall be provided with not less than a fifteen (15) minute or a ten (10) minute duty-free break respectively at the approximate

midpoint of the morning and afternoon. If school-wide parent/teacher conferences are held in the evening, teachers in the elementary and secondary schools shall be provided with not less than one (1) fifteen (15) minute or one (1) ten (10) minute duty-free break respectively at the approximate midpoint of such scheduled conferences.

- C. The following work day standards form the basis for receipt by grades 6-12 teachers of the scheduled salaries set forth in Appendix 1. A work day of four hundred and fifty (450) minutes including:
1. Up to two hundred ninety-four (294) minutes of teaching time (inclusive of passing time) except Grade 6 academic block teachers. (The term assignment as used herein means a regular teaching assignment). In the current configuration of secondary schedules, five (5) teaching assignments will be considered the norm.
 2. Up to two hundred ninety-four (294) minutes of teaching time (inclusive of passing time) for Grade 6 academic block teachers. Academic block teachers shall have the flexibility of scheduling up to two hundred ninety-four (294) minutes of teaching time within their respective team.
 3. Not less than six hundred (600) minutes of planning time per week calculated on a yearly average basis with not less than four hundred sixty (460) minutes of planning time per week, during the teacher workday in any one week except in those cases which preclude this amount because of an additional teaching assignment.
 - a. Teachers may be assigned to duties which may include, but not be limited to, study hall supervision, small group study assistance, curricular work, inservice, professional visitation, textbook review and selection and/or other activities developed by teachers subject to review by the faculty committee and approval by the building principal up to two hundred fifteen (215) minutes per week on a yearly average, except sixth grade house teachers who may be assigned up to seventy-five (75) minutes per week during the student day and seventy-five (75) minutes per week outside the student day.
 - b. In the current configuration of secondary schedules, a good faith effort will be made to provide a period of continuous individual planning equivalent to a teaching assignment each day during the student day.
 4. Not less than six hundred (600) minutes of planning time during the teacher work day on a weekly average for Grade 6 academic block teachers for individual and team planning.
 5. Not more than four (4) consecutive classes per day including a full period administrative assignment, unless requested by the teacher.
 6. A work day scheduled without students at the end of the first semester for 6-12 teachers to grade examinations and to compute. Student evaluations and a similar work day at the end of the second semester to complete end of the year duties.
 7. The assignment of a teacher to a resource center (e.g., math, science, special education) where students come for specific help will not be considered a teaching assignment. Certified volunteers will be sought prior to the commencement of the school year. In the event resource center assignments are not filled by these volunteers, the District will fill the vacancies by assigning the least senior certified, available staff member to the vacant assignment. If positions remain vacant, qualified volunteers (as determined by the District) will be sought and if positions remain, the least senior qualified teacher(s) will be assigned. Resource centers shall be open at the beginning of a period and teachers shall be assigned to the Resource center not more than one hundred eighty (180) minutes per week. A good faith effort will be made not to assign those teachers who have a resource center assignment to additional administrative time.

8. Teachers assigned to supervise a study hall, a computer lab, or any other full period assignment every day for one semester shall have administrative time assignments for the opposite semester of seventy-five (75) minutes or less per week.
 9. For teachers with less than full-time contracts, the teaching and planning times as defined herein shall be prorated based upon the percentage of time they are contracted to teach.
 10. The passing time to get to and from an administrative assignment shall be included as part of that assignment.
 11. Any assignments in excess of the work day standards appearing in Section C-1, 2, 5, 7, 8 or 9, above, and below the work day standards set forth in Section C-3, 4 or 6 above shall entitle the affected teacher to additional salary per hour computed by dividing the BA base by the total number of contract days per year divided by 7.5 hours multiplied by the actual amount of time in excess or below the standards.
 12. In the event the District determines to assign an additional class to a teacher, over and above the norm as described in this Article, it shall offer said additional class in seniority order to those employees in the building who are qualified for the additional assignment. In the event no one volunteers or there are not enough volunteers to cover the assignment, the District will assign teachers by inverse seniority within the building.
 13. Bargaining unit members who are not scheduled to teach daily classes (i.e., library/media specialists, guidance counselors, supportive resource teachers, psychologists, social workers, program support teachers) shall not be assigned to any regularly scheduled Supervisory duties including study halls, resource centers, or computer labs except at the individual's request.
- D. The following work day standards form the basis for receipt by elementary teachers of the scheduled salaries set forth in Appendix 1. A work day of four hundred and fifty (450) minutes including:
1. Up to two hundred ninety-four (294) minutes of teaching time for subject area specialists and up to two hundred ninety-four (294) minutes of teaching time on a five (5) day cycle exclusive of time when students are receiving instruction from subject area specialists for elementary teachers including all day Kindergarten teachers except three hundred (300) minutes of teaching time for kindergarten teachers. Normally, teachers will not be responsible for student supervision at recess. (See Section I-5.)
 2. Up to 1,440 minutes of teaching time per week for Head Start teachers.
 3. Not less than six hundred (600) minutes of planning time during the teacher work day on a weekly average.
 4. Not less than an average of thirty (30) minutes of class set-up time per day over each five (5) day period for subject area specialists.
 5. Not less than forty-five (45) minutes of time between the morning and afternoon sessions exclusive of the thirty (30) minute duty free lunch period for Kindergarten teachers, except for those Kindergarten teachers who are assigned more than one (1) school. In such instances, the forty-five (45) minutes between sessions may be reduced by the necessary travel time and the affected teachers shall receive compensatory time.
 6. Work time without students shall be scheduled as follows: a half workday at the end of the first quarter, a full workday at the end of the second quarter, a half workday at the end of the third quarter, a half workday on the Friday or Monday before the last teacher workday, and a half workday on the last teacher workday of the fourth quarter.
 7. Any assignments in excess of the standards appearing in D-1, 2 or 3 above, or below the standards appearing in D-4, 5 or 6 above shall entitle the affected teacher to

additional salary per hour computed by dividing the BA base by the total number of contract days per year divided by 7.5 hours multiplied by the actual amount of time in excess or below the standards.

- E. An average of two hours per week of classroom assistance by noninstructional personnel for each class in primary Grades 1 and 2; Kindergarten classes will be scheduled to receive 1.0 hour per week of classroom assistance by noninstructional personnel. Teachers (prorated by F.T.E.) who do not receive this assistance and perform the work shall be paid at the rate of \$9.50 per hour for the number of hours of assistance not provided.
- F. Teaching specialists who teach students from more than one regular education classroom at the same time shall be entitled to extra compensation unless this has been requested by the teaching specialist. Such extra compensation shall be computed as in D-7 above on the basis of one (1) hour extra salary for each hour of teaching students from more than one regular education classroom.
- G. All elementary teachers shall be entitled to additional compensation computed as in D-7 above on the basis of one (1) hour extra salary for each day when they do not have two (2) separate fifteen (15) minute recess periods. Said compensation shall be provided if less than two (2) recess periods are provided or if one or both periods is less than fifteen (15) minutes in duration or if a separate period is not provided in the morning and another in the afternoon.
- H. The following work day standards form the basis for receipt by elementary art specialists of the scheduled salaries set forth in Appendix 1:
 - 1. Not more than four (4) sixty (60) minute classes on one day where no art room is provided.
 - 2. Teachers employed less than full-time shall be compensated on the basis of twenty (20) classes equals full-time, i.e., twelve classes equals sixty (60) percent contract.
 - 3. Any assignment in excess of the standards appearing in this Section shall entitle the affected teacher to additional salary per hour computed by dividing the BA base by the total of contract days per year divided by 7.5 hours multiplied by the actual amount of time above the standard.
- I. It is understood that no compensation in the form of compensatory time or pay will be provided if planning time is used for the following activities:
 - 1. Training required by State or Federal mandates;
 - 2. Teacher-initiated field trips and up to one (1) additional assigned field trip per semester;
 - 3. Assemblies;
 - 4. Homerooms (up to 6 per year to accomplish routine administrative tasks; e.g., disseminate material, collect fees, orientation, surveys, etc.); and
 - 5. Supervision of students at recess during inclement weather.
- J. Teachers directed to perform duties dealing with preparation for and implementation of instructional programs not currently in general usage within the District shall be compensated during the term of this Agreement at the teachers' regular hourly rate of pay for each hour or fraction thereof for work assigned and performed before and after the normal workday, on weekends, on holidays and/or during vacation/recess periods. This provision shall not apply to duties which are a part of the teachers' regular and routine duties.
- K. Elementary report cards will be distributed on the last student day. K-5 teachers shall receive three and one-half (3 ½) hours of non-compensable, non-accumulating, compensatory time at the beginning of the school year in recognition of the time needed to prepare report cards.

ARTICLE XIV
CLASS SIZE AND CLASS LOAD

- A. The parties recognize that the number of students assigned to a class is a matter of basic educational policy and the District may assign any number of students it so desires to a teacher's class.
- B. The following class size standards form the basis for receipt by K-12 teachers of the salaries set forth in Appendix 1. (Students are defined on an F.T.E. basis, rounded to the nearest whole number, as currently exists.)
1. K-5 teachers - up to twenty-seven and one-half (27.5) students.
 2. K-5 split grade teachers - up to twenty-four and one-half (24.5) students.
 3. Grade 6 Academic Block teachers:
 - a. Four (4) teacher house - up to one hundred twelve (112) students.
 - b. Three (3) teacher house - up to eighty-four (84) students;
 - c. Two (2) teacher house - up to fifty-six (56) students;
 - d. One (1) teacher house - up to twenty-eight (28) students.
 4. Grades 6-12 teachers (excluding Academic Block and physical education, choral and instrumental music teachers) - up to thirty-two (32) students per class or one hundred fifty (150) students per teacher per day.
 5. Grades 6-12 choral and instrumental music teachers - up to one hundred fifty (150) students per day with no limit per class, or averaged over day 1 and day 2 in middle school.
 6. Grades 6-12 physical education - up to thirty-three (33) students per class or one hundred sixty (160) students per teacher per day, or averaged over day 1 and day 2 in middle school.
- C. In the event the District chooses to assign more students to a teacher per school day than those provided for in the class size standards set forth in Section B above, the teacher so affected shall receive, as work overload compensation in addition to his/her scheduled salary, an overload rate of three (3) percent as calculated in Section M of this Article for elementary teachers. An overload rate of six-tenths (0.6) of one percent as calculated in Section M of this Article for each section in Grades 6-12 except Grade 6 Academic Block teachers. An overload rate of three (3) percent as calculated in Section M of this Article divided equally among the number of sixth grade Academic Block teachers where the overload occurs.
- D. Adaptive special education classes shall be excluded from the above daily class sizes and the remaining classes prorated accordingly.
- E. Study halls as part of the normal teaching assignment shall be excluded from the above daily class sizes and the remaining classes prorated accordingly.
- F. Salary schedule salaries were established based on study hall assignments of ninety (90) students or less per teacher. In the event that the District chooses to assign more than ninety (90) students to a study hall, the teacher so affected shall receive as work overload compensation, in addition to his/her scheduled salary, an overload rate of five-tenths (0.5) of one percent of the BA base for each student in excess of ninety (90) as calculated in Section M of this Article.
- G. Salary schedule salaries were established for laboratory science teachers based upon class sizes not exceeding the number of work stations in the classroom (a work station shall be defined as the number of students who can be actively involved at one time at any one work area within a classroom.). In the event the District chooses to assign class sizes exceeding the number of work stations in the laboratory classroom, the teacher(s) so affected shall receive, as work overload compensation in addition to his/her schedule salary, an overload rate of six-tenths (0.6) of one percent of the BA base per student per section in excess of the number of work stations as calculated in Section M of this Article.

- H. For teachers with less than full-time contracts, the class size guidelines set forth herein, and the additional compensation, if any, provided for in the event such class size guidelines are exceeded, shall be pro-rated according to the percentage of a full-time contract held by such teachers. Any additional compensation earned by a part-time teacher pursuant to this Article shall be separately itemized and paid at the end of each semester.
- I. Mainstreamed special education students shall be included in the class size count for all elementary and secondary classroom teachers on a pro-rated F.T.E. basis when determining class sizes.
- J. When a teacher in Grades K-6 feels that the number of students assigned to him/her exceeds the class size standards set forth in this Article, or the nature of his/her class composition constitutes an overload, such teacher may, in lieu of overload pay, apply for relief to the Building Faculty Committee and/or the District Class Size Committee.
- K. The number of students assigned to a teacher during the first seven (7) school days of each semester shall be excluded from consideration of class sizes or overload compensation. In addition, the principal shall have three (3) school days after notification by the teacher that an overload exists to review the overload situation. Overload pay, if relief has not been granted, shall be retroactive to the first day of the three (3) day review.
- L. The term "assigned" as used in this article means the number of students a teacher is responsible to instruct and assess their performance.
- M. In the event the District chooses to assign more students to a teacher per school day than those provided in this Article, the formula for additional compensation per student shall be as follows:
 The BA base times (x) the overload compensation rate times (x) the number of days of the overload divided by (÷) 180 days.
 The District shall pay such affected teachers by February 16 for the first semester and June 30 for the second semester.
- N. Teachers in Grades 6-12, excluding Grade 6 Academic Block teachers, will optimally teach not more than two (2) subject areas.
- O. Paraprofessional Assistance

1. Elementary

- a. A good faith effort will be made to staff elementary schools with paraprofessionals for the preparation and duplication of teaching materials, working with individual and small groups of students, and development of instructional resources based on the following levels:

Less than or equal to nine (9) teachers: .5 Paraprofessional
 For each three (3) additional teachers: .1 Paraprofessional

No school building will be staffed with more than 2.5 Paraprofessionals. Teachers (prorated by F.T.E.) who do not receive this assistance and perform the work shall be paid at the rate of \$12.00 per hour for the number of hours of assistance not provided.

Teachers assigned less than full-time to a school will be counted in the formula on an F.T.E. basis.

Elementary librarians, Head Start teachers, and any teacher who has a Paraprofessional assigned to his/her class will not be counted and shall not be provided assistance under this provision. Educational interpreters will not be considered as Paraprofessionals for the purpose of providing classroom assistance.

- b. The annual Paraprofessional allocation shall be adjusted on the first workday each year based on the District teacher F.T.E. per school on that day. If the teacher F.T.E., as determined on the third Friday of September, requires a building allocation change, such change shall be affected not later than October 1.
2. Secondary
 - a. A good faith effort will be made to employ auxiliary personnel to provide assistance in the secondary schools for the preparation and duplication of teaching materials at a level not less than that set forth in the provisions of the Memorandum of Understanding between the Association and the District dated April 16, 1979.

ARTICLE XV
RETIREMENT PROVISIONS

- A. The Board shall pay the full amount of each full- and part-time teacher's required Wisconsin Retirement System deposits.
- B. All teachers who retire at age fifty-five (55) or later shall be eligible to receive continued insurance benefits in accordance with the provisions of Section E of this Article. When no longer available pursuant to that section, the teacher may elect to continue in the group fringe benefit programs upon full payment of the cost. Retired teachers eligible for Medicare may elect either Medicare or the group health benefits for primary coverage. Retired teachers who elect Medicare for primary coverage may continue in the group health benefit program with Medicare as the primary insurer without reduced coverages or benefits; i.e., Medicare Carve-out Plan. Such Medicare Carve-out Plan shall be at a reduced cost based on the extent of the Medicare benefits. Payment of the cost for the Medicare Carve-out Plan shall be pursuant to the provisions of Section E of this Article or, when benefit payments are not, or are no longer available to the teacher pursuant to that provision, payment of benefit costs will be by the teacher.
- C. Provision will be made to continue in effect the group health and dental benefits containing the exact provisions and without limiting riders at the same group rate for all teachers who are receiving disability income benefits under the provision of Article VIII-Insurance of this Agreement.
- D. Teacher Emeritus Program
 1. The program shall be completely voluntary.
 2. A teacher's age and total service to the District, including annexed Districts, must total at least seventy (70) years in order to be eligible for the program. However, employees hired after July 1, 2002, must work in the District under either a full or part-time contract for at least ten (10) years to be eligible for the benefits provided by the Emeritus Program.
 3. Teachers must be at least fifty-five (55) years of age prior to the first required staff development day in August and be actively working to be eligible to participate.
 4. Participants must enroll, by signing an agreement form mutually developed by the parties and provided by the District, by February 15, with termination of their current individual teacher contract effective at the end of the school year preceding the year in which they wish to begin participation in the program or at the beginning of the second semester of the ensuing school year, provided that a replacement teacher can be hired prior to the retirement date. Fringe benefit costs will be paid, as provided in Article VIII, through August 31 for those who retire in June and through the last day of February for those who retire at the end of the first semester.
 5. Said program is subject to all applicable laws or judicial findings.

6. In the event of the death of a participant, the benefits under this program shall be paid to the surviving spouse and/or dependent children or beneficiary(ies) as if the participant completed the program.
7. Operational Criteria
 - a. Compensation under the program shall be considered a retirement benefit. The teacher's highest annual individual contract amount will be paid in equal monthly installments over three years into a non-elective 403b plan of the teacher's choosing, but shall not exceed the District's fiscal year in which the participant becomes age sixty-five (65).
 - b. In no instance shall a participant receive more compensation in one year than one-third of compensation due to said participant.
 - c. Fringe Benefits - Participants shall be eligible for benefits pursuant to the provisions of Section E of this Article. When no longer available pursuant to that section, the teacher may elect to continue in the group fringe benefit programs upon full payment of the cost.
 - d. Participants shall contract to perform a minimum of ten (10) days of work each year of the first three (3) years of compensation. Such shall not exceed thirty (30) days per individual for the three (3) year period of participation in the program. Said duties shall be professional and mutually agreeable between the District and the participant as to the time and nature of the duties. Such work may include, but not be limited to, development of curriculum, mentoring newly employed teachers or teachers on a Plan of Assistance, development of instructional materials, individual tutoring, demonstration teaching and similar duties, except replacing teachers during a work stoppage.
 - e. The individual may elect to substitute in the District, and, on a voluntary basis, substitute in order to meet his/her Emeritus requirement in Section 7-d, above. Such service shall have no effect on the individual's participation in this program.
8. Procedures to Effect Participation
 - a. The teacher indicates interest in the program by writing the Human Resources Office.
 - b. The teacher schedules a joint counseling session with the Assistant to the Superintendent for Human Resources and with a representative designated by the Association, if the teacher so desires.
 - c. Work activities shall be identified and compensation calculated.
 - d. The teacher must sign an agreement for participation in the Teacher Emeritus Program by February 15 to participate effective with the ensuing fiscal year. Such signing shall be the participant's resignation from the teaching staff of the District.
 - e. Compensation and insurance arrangements are established.
 - f. Payment of compensation begins with the first pay period in July for teachers retiring in June and in February for teachers retiring in January.

E. Sick Leave Credits, Health Benefits, Dental Benefits

Whenever, under the terms of this Agreement, payment by the Board of the whole or a portion of the cost for group health or dental benefit shall cease by reason of the retirement of regular employment of a teacher, the teacher shall be eligible for full payment by the Board of the cost of continued participation in the group health and dental benefit programs, until such time as the Board has paid aggregate premiums for such continued participation equal to the total cash value of seventy (70) percent of the teacher's unused accumulated sick leave days as of the date of retirement multiplied by the teacher's daily salary rate at the time of

retirement. In the event of the teacher's death, any remaining balance shall be paid to the beneficiary designated by the teacher. Beginning with the 2003-04 school year, if in the last year of employment before retirement, a teacher is at the maximum accumulation (100 sick days), and if none of the 10 days that are credited for that year are used, five days will be added to the maximum accumulation of payout of sick leave (105 days would be used for the payout).

ARTICLE XVI SALARY

- A. The salary schedule for the duration of this Agreement is agreed to by the Board and Association as contained in Appendix 1.
- B. The Salary Schedule for Additional Compensation for the duration of this Agreement is agreed to by the Board and Association as contained in Appendix 2.
- C. Salary schedule placement shall be in accordance with the following provisions.
 1. Teachers shall receive an additional one and four tenths (1.4) percent of base for each year of service beyond the schedule.
 2. Only credits earned after a degree is granted will apply to training steps beyond such degree. Undergraduate credit will only be considered for salary advancement with approval from the District, except in cases where the credits are earned in the area of the teacher's certification(s). In case of any dispute on credit approval, the matter will be determined by the Staff Development Advisory Committee.
 3. Regular teachers assigned an additional class shall be compensated at twenty-three point seven (23.7) percent of the BA base for each such class.
 4. Teachers new to the District may be granted full credit on the salary schedule for up to seven (7) years of prior teaching experience, but in no event shall an experienced teacher be placed on the salary schedule (Appendix 1) at a salary less than what he/she earned in his/her previous teaching position, except that the District may make initial placement on the salary schedule regardless of the teacher's previous salary for up to five teachers per year provided the District gives notice to the GBEA prior to the contract being offered to the teacher and the District obtains agreement with the teacher. The District shall have the discretion to grant additional credit for teaching positions difficult to fill. The Association shall be notified of such placement.
 5. Teachers will be given one-half ($\frac{1}{2}$) year's experience toward salary placement for seventy-five (75) days or more of teaching in any one (1) year, and one (1) year's experience toward salary placement for one hundred fifty (150) days or more of teaching in any one (1) school year. This includes teachers who are hired as regular teachers from conditional contracts as well as teachers employed on continuing conditional contracts.
 6. Salary increases for teachers whose classification changes because of additional training are to be granted twice annually at the beginning of each semester of the school year provided that certification of credits is filed in the Human Resources Office not later than the end of the third week of the semester for which the increase is to be effected.
 7. Teachers of the Homebound shall be compensated on a prorated hourly basis determined by their placement on the salary schedule consistent with their training and experience. Such teachers shall be advanced one (1) step on the salary schedule for each school year of teaching experience in which they performed duties for not less than five hundred (500) hours. Such teachers who teach less than five hundred (500) hours shall be advanced one (1) step at the beginning of the next semester after they have accrued five hundred (500) hours except that those teachers working less

than a total of five hundred (500) hours during a three (3) year period shall be advanced one (1) step on the salary schedule. Teachers of the Homebound shall receive all other employment benefits accorded regular teachers except seniority.

8. Teachers who contract with the District to write grant proposals shall be compensated at the consultive rate of thirty-five (35) dollars per hour less any salary earned if released time is provided for such writing.
9. Psychologists possessing a School Psychologist I certification shall be compensated at the MA plus 15-credit level and those possessing a School Psychologist II certification shall be compensated at the MA plus 30-credit level. Social Workers possessing the Senior School Social Worker certification shall be compensated at the MA plus 30-credit level.
10. Professional Development Certification (PDC) Compensation
 - a. A District Review committee will be established that will consist of three teachers appointed by the Association and three administrators. The purpose of the District Review Committee will be twofold: the first is, prior to submission to the Institute for Learning, to review and ensure that the Individual Learning Plan and Action Research proposal of each individual are consistent with the goals or initiatives of the District and approve it for submission to the Institute; and second, that said components meet the criteria established by the District Review Committee to indicate to a sufficient extent that the inquiry and research may have substantive effect on the improvements of student learning.
 - b. If the mutually established criteria for improved student learning is met and the individual successfully completes the program, compensation shall be as follows:
 - 1) Upon submission and approval of the Portfolio, said Individuals will be paid a one-time sum of \$5,000. Subsequently, said individual's salary will be increased \$3,000 per year for eight (8) years.
 - c. Payment of the total PDC Assessment/Administration fee of \$2,500 will be the responsibility of each Association member accepted into the program. Any additional costs incurred by the individual outside of the Assessment/Administration fee shall also be the responsibility of the individual. Up to six undergraduate or graduate credits taken within the program will count for advancement on the salary schedule.
 - d. The parties understand that the selection of participants will be through the Institute for Learning and not the District.

11. National Board Certification

The District will pay \$2,500 to the teacher upon attaining National Board Certification. In addition, the teacher will receive in the form of additional compensation, \$2,500 per year during the term of the certification (10 years).

- D. The annual salary shall be divided into twenty (20) equal installments payable on the sixteenth (16th) and last day of each month. If either date shall fall on a weekend, holiday, or scheduled recess, the pay date shall be the last prior working day. Teachers shall have the option of either receiving their payroll check or the direct deposit of the paycheck in a financial institution of their choice, except that all employees hired after July 1, 1992, shall have their paychecks directly deposited. Current employees who choose to receive a payroll check shall be grandfathered until less than fifty (50) teachers request payroll checks. At that time, all employees shall come under the direct deposit system.
- E. The Board shall provide at the request of the teacher the following payroll deductions:
 1. Tax-deferred annuities in accordance with Article VIII, Section A-6;

2. United Way contributions;
3. Credit Union contributions to the First Security Credit Union;
4. United Teaching Profession dues in accordance with Article IV, Section G;
5. Health care and life insurance program costs assignable to the teacher;
6. Income protection insurance for existing programs; and
7. Bond-a-month plan.

No material other than employer information will be included in the envelope with teacher paychecks.

- F. Teachers who resign from their individual contract for other than health or retirement purposes shall forfeit an amount equal to two (2) percent of the teachers' salary schedule base if the resignation is received between July 1 and October 1. Release from an individual contract after October 1 shall be at the discretion of the employer.
- G. For the purpose of this Agreement an individual teacher's:
 1. Daily rate of pay shall be one one hundred ninety-first (1/191) of his/her placement on the salary schedule as set forth in Appendix 1 plus the value of all department chairperson, house leader, and building coordinator riders; and
 2. Hourly rate of pay shall be one one thousand four hundred thirty-two and one-half (1/1432.5) of his/her placement on the salary schedule as set forth in Appendix 1 plus the value of all department chairperson, house leader, and building coordinator riders.
- H. Upon completion of a "Strand"-45 hours of instruction offered through the District's staff development office, the teacher shall be credited with three credits for advancement on the salary schedule. These three credits, if approved by the DPI, may also be used for renewal of a teacher's five-year license.

ARTICLE XVII EXTENDED EMPLOYMENT

- A. **Extended-Year Teacher Contract**
Teachers whose regular assignment requires work beyond the regular school year shall be issued extended-year contracts which include their total days of employment.
 1. Teachers employed for less than a full calendar year but for more than the school year shall be issued contracts for the entire period of their annual employment. The schedule of workdays shall be determined in cooperation with the appropriate administrator; however, such teachers are entitled to the regular school year recesses and paid holidays. The Fourth of July shall be a paid holiday if it occurs within the period of scheduled workdays.
 2. Teachers on extended contracts shall have their salaries determined on a prorated basis to their regular school year salary schedule placement.
 3. Teachers on extended contracts shall have their salary adjusted to the rate established for the following school year for those days of employment after July 1 of any year.
 4. Teachers shall be granted one (1) day of accumulative sick leave for each twenty (20) days or major fraction thereof of extended year employment.
 5. Teachers employed on a full-calendar year basis shall have two hundred thirty-seven (237) paid workdays (238 in Leap Year). In addition such teachers shall be granted four (4) paid holidays including Labor Day, Thanksgiving Day, Memorial Day, and July 4th. Such teachers will not be required to report for duty nor lose pay on Christmas, New Year's and Good Friday when such holidays fall within scheduled school recesses. The schedule of workdays outside the school year shall be scheduled with the appropriate administrator.
- B. **Summer Employment**

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

1. All openings for professional summer employment including positions under Federal and other special programs will be filled pursuant to the following procedure:
 - a. Under normal circumstances the first offering of summer openings will be posted not later than April 22. The second posting will be not later than May 15. This second posting shall include summer school offerings that may not be staffed because of the lack of student enrollment once summer school begins. Such offerings will be so noted on the posting. All postings are offerings of positions that may be filled and in no way guarantees that positions will be filled.
 - b. When staffing summer courses which are make up classes or classes to prepare students for the next school year, first preference will be given to certified staff who are currently teaching in those areas.
 - c. In filling all other summer openings and in filling remaining openings in Section b, above, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, length of service in the District, and previous summer assignments in the District. When all other factors are substantially equal, preference will be given on the basis of seniority; and
 - d. Summer openings will be filled first by regularly appointed teachers in the District.
 2. A letter of intent to employ for summer assignments will be issued by May 5 for the first posting and May 25 for the second posting. The letter shall include:
 - a. Salary;
 - b. Type of assignment;
 - c. The length of assignment in terms of inclusive dates, number of days, and hours per day; and
 - d. The above (a, b, c) may be modified, in part or in whole, based on student registration, student attendance, availability of funds, or other factors prior to the issuance of individual employment contracts.
 3. All teachers subsequently contracted for summer assignments will be provided with a written statement of work schedules, class and/or subject assignments and building assignments not later than the Friday before Memorial Day is observed.
 4. A legal holiday(s) falling within a summer assignment will be a paid holiday(s).
 5. Except as otherwise provided in this Article, all of the provisions of this Agreement will apply to teachers holding summer employment positions.
 6. Salary
 - a. Summer salary schedule is contained in Appendix 3.
 - b. Summer salaries will be added to July and August paychecks.
 7. Teachers shall be given consideration for positions posted in Article XVII-B-1 if an application is submitted on a "Summer School Application" form (See Appendix 6A) which is available in each school building, the District Human Resources office, and the GBEA office. The form shall be submitted to the Human Resources office within five (5) days of each posting. If offered a position, the teacher must confirm or reject the offer at the time it is offered.
- C. Non-teaching unit work on weekends or recess periods during the work year will be voluntary. The compensation rate for such work will be the same as Appendix 3.

ARTICLE XVIII
DISTRICT/ASSOCIATION RELATIONS COMMITTEE

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

ARTICLE XIX
TEACHER RIGHTS AND RESPONSIBILITIES

- A. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of a teacher, providing said activities are not violative of law.
- B. Teachers shall not be disciplined or otherwise adversely affected in their employment because they have presented and/or interpreted facts and ideas (including personal opinions when identified as such) concerning man, society, the physical and biological world, and other branches of learning which shall have been within the general confines of the District's course syllabi and subject to accepted standards of professional responsibility.
- C. The private life of a teacher is not within the appropriate concern or attention of the Board except when a teacher's conduct is contrary to commonly accepted ethical standards that endanger the health, safety, welfare, or education of any student or minor.
- D. Teacher Personnel File
 - 1. Teachers will have the right to review the contents of their personnel file and to receive a copy of any documents contained therein, except those documents as listed in Section D-3 of this Article. A teacher will be entitled to have a representative of the Association accompany him/her during such review. At least once every two (2) years, a teacher will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the Administration and if there is agreement, they will be destroyed. A disagreement over the question of obsolescence or inappropriateness will be subject to the grievance procedure set forth herein and will be initiated at Level Two thereof.
 - 2. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher must acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written rebuttal to such material, and his/her answer will be reviewed by an appropriate member of the Administration and attached to the file copy. A duplicate copy of all documents placed in the building personnel file shall be filed within fifteen (15) days in the Human Resources Office personnel files.
 - 3. Although the Board agrees to protect the confidentiality of personal references, academic credentials, medical records, and other similar documents, it will not establish separate "confidential" files.
- E. No teacher will be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred, terminated or otherwise deprived of any professional advantage without cause. In no case will this be done publicly, except when necessary for the Board to take

- official action. Any such action, excluding nonrenewal but including adverse evaluation of teacher performance, will be subject to the grievance procedure set forth in this Agreement.
- F. All newly employed teachers hired after January 14, 1992, shall serve a two (2) year probationary period during which time they may be non-renewed by the Board. The decision to non-renew shall not be subject to the Grievance Procedure nor governed by the just cause standard. Probationary employees will be subject to the summative evaluation of the Green Bay Area Public School District Model for Teacher Supervision/Evaluation. The Clinical Supervision/Teacher Evaluation process will be used as a basis for non-renewal except when non-classroom factors warrant non-renewal.
- G. A teacher shall, at all times, be entitled to have a representative of the Association present when he/she is being orally reprimanded, warned or disciplined. The administrator shall inform the teacher of the nature of the action at the beginning of any conference called for the above purposes. When a request for Association representation is made, no action shall be taken with respect to the teacher until such representative is present. Copies of any written reprimands or disciplinary actions shall be forwarded to the Association.
- H. If a non-probationary teacher is denied contract renewal, the reasons for any such action shall be given in writing.
- I. The parties to this Agreement shall not discriminate against any teacher, nor perpetuate the effects of past discrimination, if any, against any teacher in any term or condition of employment, including but not limited to, payment of wages, hours of work, assignment, seniority, training, layoffs, recall, discipline, and discharge because of race, color, religion, creed, age, sex, marital status, or national origin.
- J. The District, in recognition of the concept of progressive correction, shall notify a teacher in writing of any alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the teacher. In the event said breach or breaches of discipline may or could result in termination of employment, copies of any notice to the teacher shall be promptly forwarded to the Association.
- K. **Complaints, Performance Deficiencies and Personnel File**
1. Positive suggestions for improvement shall be provided to teachers upon written identification of deficiencies by the supervisor. It is the teacher's responsibility to remediate any deficiencies. For the purpose of this Article the term "deficiencies" shall apply to any component contained within the "Performance Expectations for Teachers" whereby the performance is below District expectations. The teacher may request a second evaluation by another mutually acceptable evaluator.
 2. Any complaint regarding a teacher made to any member of the Administration by any parent, student, teacher, or other person will not be used in evaluation, recorded, or placed in any personnel file unless substantiated in an investigation conducted by the Administration. The record of the investigation, including the teacher's rebuttal, if any, shall be attached to the complaint if said complaint is, in fact, subsequently placed in the personnel file.
 3. Final evaluation of a teacher, upon termination of his/her employment, will be concluded prior to severance. No documents or other material will be placed in the personnel file of such teacher after severance.
- L. **Employee Assistance Program (EAP)**
1. The District shall not require a teacher to participate in an EAP, nor shall it discipline or adversely evaluate a teacher because of his/her refusal to participate in such a program.

2. The District recognizes that absolute confidentiality is one of the most important aspects of an EAP and agrees that it will establish safeguards to protect the confidentiality of teachers who may seek assistance through the EAP.
 3. The District recognizes that the Association's participation and involvement in the EAP is a critical factor for the successful administration and teacher involvement. In particular, the District agrees to consult with the Association before contracting for any assessment, consulting or referral services recognizing that the final authority for decision after such consultation is with the District.
- M. An Evaluation Committee, consisting of three (3) teachers appointed by the Association and three (3) administrative representatives appointed by the District, shall be established for reviewing the Teacher Evaluation Model. The recommendation of the Evaluation Committee shall be forwarded to the Board of Education. The Board shall, in its sole discretion, approve such recommendation, disapprove such recommendation or remand such recommendation to the Evaluation Committee with instructions. The decision of the Board shall not be grievable.

ARTICLE XX DISRUPTIVE STUDENTS

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

teacher defendant was acting within the scope of his/her employment, the judgment as to damages and costs entered against the teacher in excess of any insurance applicable to the employee shall be paid by the District.

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

ARTICLE XXI ABSENCE PROCEDURES

- A. Teachers shall follow the call-in procedures as soon as they can determine that they will be absent. Teachers may indicate a preference as to the specific substitute to be assigned.
- B. In the event a regular teacher substitutes for an absent teacher, the regular teacher shall be compensated at a rate equal to fifteen (15) percent of his/her regular daily rate for each class period or hour of substitution or any fraction thereof. This provision shall also apply where a regular teacher in an elementary school is required to supervise his/her own students in the absence of the art, vocal music, or musical education teacher or a librarian.
- C. Non-classroom teachers who are required to substitute shall be compensated at \$15.00 per hour or a fraction thereof.

ARTICLE XXII DEPARTMENT CHAIRPERSONS/MIDDLE SCHOOL HOUSE LEADERS

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

DEPARTMENT CHAIRPERSON

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

MIDDLE SCHOOL HOUSE LEADER

1. The house leader for one (1) teacher team shall be compensated at two (2) percent of the BA base salary;
2. The house leader for a two (2) teacher team shall be compensated at four (4) percent of the BA base salary;

3. The house leader for a three (3) teacher team shall be compensated at five (5) percent of the BA base salary; and
 4. The house leader for a four (4) teacher team shall be compensated at six (6) percent of the BA base salary.
- D. Department chairpersons in laboratory subjects shall receive one-half (½) of one (1) percent per teacher in addition to the schedule in Section C of this Article. Grades 6-12 laboratory subjects shall be agri-science, art, business education, English as a Second Language, Family and Consumer Education, Special Education, technology education, music and science.
 - E. A department chairperson/house leader shall be granted release time when requested by the building principal to provide clinical assistance for the purposes of staff, instructional and professional development to teachers in their classrooms, and such other duties as would relate to the improvement of classroom instruction.
 - F. Where a teacher is shared between secondary schools in a one (1) or less teacher department, that teacher will receive only one (1) department chairperson stipend.
 - G. The Board shall not assign duties customarily performed by the department chairpersons/house leaders to one or more teachers for the purpose of avoiding the appointment of a department chairperson/house leader, unless such duties are de minimus.
 - H. ELEMENTARY SCHOOL SCIENCE CONTENT LEADER/READING CONTENT LEADER/MATHEMATICS CONTENT LEADER
The number of teachers category will be based upon the number of teachers who teach science, mathematics, or reading as reported by the principal.

Number of Teachers	1-7	8-13	14-19	20-25	26+
Percent of Compensation	2.5%	3.0%	3.5%	4.0%	4.5%
 - I. Teachers receiving an additional stipend for serving as a department chairperson, middle school house leader, elementary school science content leader shall not receive compensatory time when the teacher is attending meetings in his/her area of direct responsibility, except for meetings held for the purpose of curriculum development outside of the school day.
 - J. High school and middle school principals have the option of appointing guidance department chairpersons as they have traditionally done or appointing department chairpersons based upon a pupil services model.
 1. The pupil services model would include guidance counselors, the social worker directly assigned to the guidance office and one-half of the F.T.E.'s of the psychologists and (Special Education) social workers assigned to that building.
 2. Psychologists and social workers Department Chairpersons would have included in their respective Department Chairperson compensation all of the F.T.E.'s of those department members included in a pupil service department as well as the formula in Article XXII-C for all others within their respective department.
 - K. In addition to the compensation in D. above, the District shall provide one period of release time per day every other semester for Special Education Department Heads. This provision sunsets after June 30, 2005, and the parties shall evaluate it at that time.

ARTICLE XXIII
FACULTY COMMITTEES

- A. A committee of teachers shall be created in each school building from the faculty of that building.
 1. In a school having a faculty of fewer than forty (40) teachers, the committee shall consist of at least three (3) teachers.
 2. In a school having a faculty of at least forty (40) teachers but fewer than eighty (80) teachers, the committee shall consist of at least five (5) teachers.

3. In a school having a faculty of eighty (80) or more teachers, the committee shall consist of at least seven (7) teachers.
- B. Teachers on such committees shall be elected by secret ballot. All teachers within the school shall be eligible to vote for and hold elective positions on the faculty committee.
- C. The principal of each school shall meet as needed, but normally on a monthly basis, during the school year with the faculty committee to discuss school operations and mutual concerns. Officers or designees of the Association and/or members of the administration may attend all faculty committee meetings.
- D. The party initiating the meeting shall provide an agenda in advance.
- E. The faculty committee shall:
 1. Review existing school rules and procedures;
 2. Propose new rules and procedures provided, however, that such rules are not inconsistent with the terms of this Agreement; and
 3. Serve as the building Class Size Committee for the initial processing of excessive class size relief applications. In this function, the faculty committee shall operate under guidelines developed by the District Class Size Committee and shall be responsible to that Committee.
- F. The final decisions shall reside with the building principal in all matters considered by the faculty committee.

ARTICLE XXIV TRAVEL

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

ARTICLE XXV REGULAR PART-TIME TEACHERS

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

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

TEACHER PORTIONS OF PREMIUMS

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

- B. Part-time teachers whose workload in proportion to a full teaching assignment is less than fifty (50) percent shall not be advanced on the salary schedule the year immediately following such assignment. Such teacher shall be advanced one (1) step on the salary schedule if still employed for less than a fifty (50) percent assignment the year next following. Part-time teachers whose workload is fifty (50) percent or more of a full teaching assignment shall be advanced one (1) step on the salary schedule the year immediately following.
- C. A regular part-time teacher shall be compensated in proportion to the normal work requirements for the specific teaching assignment.
- D. Regular part-time teachers whose work assignment changes so that they either become full-time or whose working hours change so as to affect the health benefit contribution rate shall have the opportunity to enroll in the health benefit plan without proof of insurability within seven (7) days of such a change. Coverage will begin on the first day of the month following completion of the enrollment form.

ARTICLE XXVI
STAFF DEVELOPMENT

- A. Teachers must fulfill twenty-two and one-half (22 ½) hours of staff development activities each year. Staff development requirements shall be satisfied as follows:
 1. Up to twenty-two and one-half (22 ½) hours (except as precluded in A-3 below) may be fulfilled by attendance at state or regional conventions offered on the dates set in Article VI, Section A-4. Attendance at convention activities shall be credited at a rate of seven and one-half (7 ½) hours for each full day of convention attendance. Documentation for convention attendance is required.
 2. Up to twenty-two and one-half (22 ½) hours (except as precluded in A-3 below) of staff development hours may be fulfilled by participation in District sponsored programs or programs pre-approved by the Supervisor of Staff Development.
 3. The District may direct up to seven and one-half (7 ½) hours of specific staff development for designated teachers or groups of teachers. Said teachers shall be notified of the District's intent by October 15 of any school year.
 4. The District may direct additional hours of specific staff development for designated teachers or groups of teachers. Such staff development may be scheduled during the two (2) days immediately prior to or after the work year or on student contact days during the regular work year at hours after the workday where only one (1) session can be scheduled for the particular staff development session. Where alternate dates can be scheduled, the District may schedule sessions during and outside the work year. Specifically assigned staff development shall be compensated at the regular hourly rate of pay for the teacher. In lieu of pay the teacher may elect to apply these hours toward the twenty-two and one-half (22 ½) hours of the annual staff development requirement.
- B. Failure on the part of a teacher to meet the annual staff development requirements by June 30 of the current year shall result in the reduction in their contract salary by one (1) hour's pay for each hour less than twenty-two and one-half (22 ½) required staff development hours.

- C. The number of staff development hours that a teacher who works less than a full year owes the District shall be determined by activating the following formula:
1.
$$\frac{\text{Number of days employed} \times 22.5 \text{ hours}}{191} = \text{no. of hours owed}$$
 (to nearest .5 hr.)
 2. In the event of death during the teacher's contract year, there will be no payroll deduction for that teacher's unfulfilled staff development requirements.
- D. Teachers may accumulate up to twenty-two point five (22.5) staff development hours over and above those necessary to meet the annual staff development requirements. Up to four (4) hours of the 7.5 hours of District directed staff development may be carried over from year to year. No compensation shall be paid at the time of termination of employment for any accumulated staff development credits.
- E. Teachers accepting duties as staff development consultants or teachers shall be paid at their regular hourly rate of pay for each hour of a staff development assignment that is performed after the student day, in the evening, during school recesses, or on weekends. For newly created Staff Development presentations, the teacher developing the presentation will be compensated at one (1) hour of planning for each hour of teaching. All presenters will be paid for one-half ($\frac{1}{2}$) hour of set-up/tear-down time for each presentation.
- F. Staff Development Advisory Committee
1. A Staff Development Advisory Committee (Committee) shall be established consisting of three teachers and three administrators chaired by the Assistant Superintendent Curriculum and Instruction, or his/her designee. The teacher members shall be appointed by the Association and the administrators by the Superintendent. Teacher members shall be released from their regular assigned duties to attend meetings without loss of pay for hours attended.
 2. The Committee shall have the responsibility to:
 - a. Develop and recommend programs and training designed to support District goals and initiatives; and
 - b. Evaluate programs and recommend modifications or discontinuations.
 3. The Committee shall be advisory in nature, and any final decision to accept or reject the committee's recommendations is subject to approval by the Board of Education and is not grievable.
- G. Effective with the 2003-04 school year, teachers new to the District will be given credit for twenty-two point five (22.5) staff development hours for the three days at the beginning of the school year, which they are required to attend; and this satisfies the staff development requirement for the first year. New teachers will be required to meet twenty-two point five (22.5) hours of District directed staff development for their first three years of employment. Fifteen (15) hours can be banked from one year to the next. (Section A, 1-3 does not apply to new teachers employed by the District.)

ARTICLE XXVII FILLING VACANCIES

- A. Temporary Vacancies
1. Temporary vacancies of less than a semester
 - a. If the District determines to fill a vacancy created by a teacher temporarily vacating his/her position for a period of twenty (20) consecutive days or less, it may do so with a day-to-day substitute.
 - b. If the District determines to fill a vacancy created by a teacher temporarily vacating his/her position for a period of less than a semester but more than

twenty (20) consecutive days, it shall do so with a teacher under a conditional contract.

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

B. Permanent Vacancies

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

C. Salary, Fringes, and Working Conditions

1. All teachers employed by the District after the twenty-second (22nd) day of any school year will be issued a conditional contract.
2. A conditional contract teacher shall not accrue seniority for such teaching except when a regular teaching contract is granted immediately following such replacement teaching, in which case seniority shall accrue from the beginning date of the last period of continuous employment.
3. The salary rate for a temporary conditional contract teacher filling a vacancy of less than a semester shall be the daily rate of the beginning BA teacher; the salary rate for a temporary conditional contract teacher filling a vacancy of a semester or more shall be based on a regular salary schedule placement.
4. A conditional contract teacher shall accrue all other benefits of employment.

5. Replacement teaching experience shall be credited toward incremental advancement on the salary schedule upon employment of a regular teacher at the rate of one-half ($\frac{1}{2}$) step for not less than seventy-five (75) teaching days or one (1) step for not less than one hundred fifty (150) teaching days, provided such replacement teaching is immediately prior to the issuance of the regular teacher contract.
6. Teachers who are originally employed as a day-to-day substitute for a period of twenty (20) consecutive days or less, but who ultimately teach for a period of twenty (20) consecutive days or more for the same regular teacher shall:
 - a. Be paid, retroactively, the difference between the per diem substitute rate of pay and the daily rate of pay of a beginning BA teacher for each of the first five (5) days of such teaching assignment, and
 - b. Become eligible for health insurance coverage as of the twenty-first (21st) day of such teaching.

ARTICLE XXVIII
CLASS SIZE COMMITTEE

- A. A District Class Size Committee shall be established to hear appeals for class size relief restricted to teachers in Grades K-6 as set forth in Article XIV-J. The Committee shall consist of three (3) teachers appointed by the Association and three (3) administrative representatives appointed by the District.
- B. The Class Size Committee shall act on all class size appeals submitted by teachers within the first two (2) weeks of the school year, not later than the end of the fourth week of the school year. However, class size relief requests will be accepted at any time during the school year and will be resolved within four (4) weeks of filing.
- C. The Class Size Committee shall be assisted by the various building Faculty Committees who shall initially review and resolve and/or channel to the Class Size Committee any teacher class size appeals arising within a school building. If an affected teacher is not satisfied with the resolution afforded by the Faculty Committee, a direct appeal to the Class Size Committee may be made. Robert's Rules shall apply in ordering meetings of the committee.
- D. Before a recommendation is submitted to the Board, a majority on the Committee must agree on one of the options below:
 1. Reduction in class size;
 2. Redistribution of students within a school to create a more educationally-sound classroom environment without class-size reduction;
 3. Assigning of a part-time teacher;
 4. Assigning of a paraprofessional, full- or part-time;
 5. Redistribution of teachers within the District; and
 6. Other feasible alternatives.
- E. If a majority of the Committee cannot agree to any of the foregoing options, the Board of Education will be advised that the Committee has no recommendation. Any recommendation of the Class Size Committee shall be forwarded to the Board of Education to be acted upon at its next regular meeting. The board shall, in its sole discretion, approve such recommendation, disapprove such recommendation, or remand such recommendation to the Class Size Committee with instructions. The decision of the Board shall not be grievable.
- F. If class size relief is not approved by the Board, the teacher shall be paid the overload pay as would have been paid if such class size appeal had not been taken to the Class Size Committee.
- G. The Class Size Committee shall develop procedures for teacher application for class size relief and guidelines for handling appeals. Such guidelines and procedures shall be subject to

ratification by the parties to this Agreement prior to implementation. Such procedures shall be communicated to all teachers prior to the beginning of the school year.

- H. Middle school teachers shall have the ability to apply to the Assistant Superintendent of Curriculum and Instruction for class size relief based upon the composition of their class. The Assistant Superintendent of Curriculum and Instruction, the Assistant to the Superintendent for Human Resources, and one additional administrator will review the request and render a decision which will be non-grievable. This clause shall not establish any precedent and shall sunset June 30, 1999.

ARTICLE XXIX

SPECIAL EDUCATION PROGRAMS

- A. Work performed by regular and special education teachers pursuant to the Individuals with Disabilities Education Act (IDEA) of 1997, excluding psychologists, program support teachers, diagnostic teachers, social workers, and guidance counselors, shall be compensated as follows.
1. Educational Evaluations and IEP's Special education teachers and regular education teachers who complete an Initial Educational Evaluation of a student and participate in the IEP Team meeting will be accorded release time or compensation at the rate of .0009 x BA base rate for each such assignment. Regular education teachers who complete an Educational Evaluation, as part of an initial referral or a reevaluation and/or participate in an IEP Team meeting, shall be compensated at the same rate if such work takes place during the teacher's planning time, or before or after the student day.
 2. Preparation of IEP Reviews and Special Education Reevaluation Teams. Special education teachers who perform work in the review of IEP's and the special education reevaluations shall be compensated for such work using the following schedule:
 - a. Special education teachers assigned not more than twenty (20) students shall receive two (2) percent of the BA base.
 - b. Special education teachers assigned more than twenty (20) students shall additionally receive one-tenth (.1) of one (1) percent for each student over twenty (20);
 - c. The number of assigned students shall be the individual special education teacher IEP list as of May 1 of each year.
 - d. Special education teachers shall be paid for the preparation of special education reevaluations and IEP's not later than the second pay period in June.
 - e. Other teachers who may have reason to provide input into IEP Team meetings may attend on a non-required, voluntary basis without compensation. Such teacher's input will be given full and due consideration. The teacher may review the IEP Team summary statements and relevant evaluations in the student's file which identify rationale for and documentation of the IEP Team's decision on the existence of a disability. If the teacher continues to have concerns with the student's educational progress, he/she may meet with the building consultation team to discuss the student's program for consideration of further action and/or interventions.
- B. A teacher who believes that the placement of a student with a disability in his/her classroom is inappropriate may at any time request in writing to the principal an immediate IEP review. The IEP review shall be held within fifteen (15) days of said request. If following such review, the teacher still believes the child's placement is inappropriate, the teacher may

request in writing a review by the Executive Director of Special Education or his/her designee. Such appeals are not subject to the provision of Article V -- Grievance Procedure.

ARTICLE XXX
JOB-SHARING

- A. Job-sharing as defined in this Article is a voluntary program providing two (2) or more teachers the opportunity to share one (1) full-time equivalent teaching position without loss of benefits provided by this Agreement. Where applicable, wages, fringe benefits, leave accrual, unless specifically otherwise noted, and all other benefits shall be prorated on the basis of the time worked as a percent of a full-time equivalent position.
- B. Job-sharing must be jointly approved by the Board and the teachers involved. No full-time equivalent positions may be eliminated in order to create job-sharing positions.
- C. Job-sharing shall be allowed for the following reasons:
 - 1. Health;
 - 2. Child-rearing;
 - 3. Continuance of education;
 - 4. Semi-retirement; or
 - 5. Other employment.
- D. Persons Eligible to Job-Share
 - 1. All teachers employed in the District for at least two (2) years under a regular teaching contract shall be eligible for job-share, except:
 - a. Teachers of grade 1 and all day Kindergarten;
 - b. Teachers in special education programs where replacements cannot be hired.
 - 2. Teachers on layoff may job-share if they are qualified.
 - 3. Any teacher, whether currently employed or not, subject to the employment practices of the District, is eligible for job-share, provided the other member of the job-share team holds a regular teaching position with the District qualifying for job-share.
- E. Applications for Job-Share
 - 1. Applicants for job-share must apply in writing to the District by March 15 of the year prior to initially participating in the job-share program.
 - 2. Applicants for job-share must apply as a team.
 - 3. Employee applicants must agree to return to full-time status or enter the layoff pool in the event:
 - a. The share position is discontinued.
 - b. One of the participants in a shared job is unable to continue in the shared assignment, and an eligible replacement cannot be found.
 - c. One of the participants in a shared job is laid off, and an eligible replacement from among the teachers then employed by the District cannot be found.
 - 4. Each applicant for a job-sharing position must be certifiable as per Article X, Section C of this Agreement to teach those subjects/grade levels involved in the shared job.
- F. Employment of Successful Applicants
 - 1. Successful employee applicants shall be employed full-time pursuant to an individual contract in the form set forth in Appendix 5 with "x" percent of said full-time employment being designated leave and "x" percent being designated as teaching.
 - 2. Successful employee applicants must waive their right to bump full-time teachers should they wish to return to full-time employment unless their shared positions are eliminated because of layoffs.
 - 3. Successful non-employee applicants shall be employed during the first year of their job-share employment pursuant to a part-time conditional contract in the form set forth in Appendix 5A with no rights to continuing employment for the ensuing school

- year. If the District, nevertheless, chooses to continue such an employee's employment for the ensuing school year, it shall be pursuant to a regular teaching contract in the form set forth in Appendix 5; and such teacher shall thereafter have all the rights of an employee applicant hereunder;
4. Job-share teachers employed under a regular teaching contract shall continue to accrue seniority in the shared position as if employed full time.
 5. Job-share teachers will not be able to reassign out of a job share position to a vacancy within the building(s).
- G. In the event of layoff:
1. A full-time teacher with seniority may volunteer to become a partner in a job-sharing position, thus restoring it to a full-time position;
 2. Job-share teachers employed under a regular individual teaching contract who are laid off shall retain all staff reduction rights.
- H. Copies of written requests for job-sharing shall be sent to the Association.
- I. Job-sharing teachers in grades 2-5 shall be limited to the AM/PM sharing pattern.
- J. The number of positions for job-sharing teachers shall be limited to fifty-five (55) positions; i.e., one-hundred ten (110) teachers.
- K. Any time necessary for coordination of teaching assignment responsibilities shall be performed on the job-share teachers' time and not the District's. When teachers have the responsibility for the same students, there will be an overlap planning period of a minimum of fifteen (15) minutes per day; and both teachers must attend parent-teacher conferences.
- L. Both members of a job-sharing team must attend all faculty meetings and staff development activities except that staff development requirements shall be prorated. Job-share teachers shall be required to attend a maximum of four (4) job-alike meetings per year provided that the burden for participation is not always placed on the same individual.
- M. The work schedule for job-share teachers may be flexibly rearranged to meet the varying needs of the job-share teachers and the District. Such rearrangement shall have prior approval from the job-share teachers' immediate supervisor.
- N. Job-share positions shall be assigned according to the following formula. The same formula shall be used for regular education teachers assigned to a school, teaching specialist areas, and special education areas.
1. One (1) job-share position for up to nine (9) teachers;
 2. Two (2) job-share positions from ten (10) to thirty (30) teachers;
 3. Three (3) job-share positions from thirty-one (31) to fifty (50) teachers; and
 4. Four (4) job-share positions from fifty-one (51) or more teachers.
- O. In the event that in any given year the number of new applicants surpasses the number of available open positions, job-sharing shall be awarded to the team whose senior member has the greatest District-wide seniority.

ARTICLE XXXI
MISCELLANEOUS

- A. The guidelines regarding a situation when married teachers both work for the District are as follows:
1. A husband or wife may be assigned to the same building;
 2. The marriage of teachers employed in the same building shall not be cause for transfer of either teacher.
- B. Required physical examinations shall be performed by a member of a panel of physicians under contract to the Board. If the employed teacher or the teacher being considered for employment prefers such required examination be made by his/her personal physician, the Board shall provide reimbursement not to exceed twenty (20) dollars.

- C. No teacher shall initiate the tutoring of presently assigned students for pay during the school year.
- D. Teachers donating blood may be permitted to leave at the end of the student day on the day of donation.
- E. Where safety glasses are required, the Board shall pay one-half ($\frac{1}{2}$) of the cost of prescription safety glasses for those teachers who normally need prescription glasses if ordered through the Board.
- F. The license renewal fee for teachers who maintain vocationally certified licenses will be paid by the District.
- G. In any building where a teacher or teachers do not have access during planning periods to an assigned classroom where the majority of their teaching assignment is fulfilled, the following procedure will be followed:
 - 1. With the onset of each school year, the building principal will call a meeting of all teachers so affected including appropriate building Association representatives.
 - 2. The objective of this meeting will be to explore any and all reasonable alternatives within the existing building to provide said teachers with a work area within the building that is most conducive to the planning process and which facilitates storage of planning materials.
- H. In the event the District adopts year round education or extended year calendar, it will bargain the impact with the GBEA.
- I. Teachers shall be allowed to attend their child(ren)'s parent-teacher conference(s) without loss of pay providing they can arrange coverage with another teacher, on a non-compensated basis. They may also utilize their planning time without using compensatory time. All arrangements must be mutually agreeable between the teacher and principal.
- J. The following provisions refer to the half-day Staff Development days:
 - 1. Travel reimbursement provision of the contract is waived, if travel is necessary to attend or participate in the Staff Development activities.
 - 2. If planning time is lost, compensation will not be given.
 - 3. On one of the days of early release, teaching specialists, librarians, guidance counselors, instructional music and special program teachers shall not teach. On this early release day said teachers shall be involved in job-alike Staff Development activities in the morning. To comply with Article XIII, D, 1 of the current bargaining agreement regular elementary classroom teachers shall receive instruction from teaching specialists and the planning time so provided will be equalized for those teachers throughout the year.
 - 4. If the Superintendent or building administrator determines that both teachers involved in a job share need to attend the Staff Development program, attendance will be mandatory. However, the teacher who is required to work additional time will receive time off in kind through the hiring of a substitute at a time mutually agreeable to the affected teacher and his/her supervisor.
- K. Guidance counselors shall be allowed to coach with the understanding that counselor duties are a priority and the individual must fulfill his/her counselor duties as a priority on a daily basis taking into consideration parental and student needs.
- L. Should the District offer programs for staff on the parent/teacher trade-off day, Association members who volunteer to work on the parent/teacher trade-off day will be compensated by receiving an extra day of pay based upon their daily rate of pay. This benefit is not available for retiring teachers.
- M. The GBEA and the District shall form committees to examine the following issues:
 - 1. Investigate methods and incentives for the retention of teachers at high poverty elementary schools.

2. Mentoring of new teachers and teachers new to the District.
 3. Compensation for special education teachers who write IEPs.
 4. Compensation for National Boards other than NBPTS.
 5. Payroll options other than 20 pays.
- N. Should the District implement three final exam days at the High School level, the afternoon of each day shall be without students and be used as teacher workdays in replacement of the workday scheduled at the end of the semester.
- O. The parties agreed to implement a group Long-Term Care Insurance Plan paid for by the employee. If implemented at the request of the Association, the implementation date will be no later than July 1, 2004, so that all members retiring at the end of the 2003-2004 school year would be eligible.

ARTICLE XXXII
STANDARDS CLAUSE

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

ARTICLE XXXIII
SAVING CLAUSE

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

ARTICLE XXXIV
DURATION CLAUSE

The provisions of this Agreement will be effective as of the 1st day of July, 2003, and shall continue and remain in full force and effect as binding on the parties through the 30th day of June, 2005. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of September 15, 2003.

GREEN BAY EDUCATION ASSOCIATION

BOARD OF EDUCATION
GREEN BAY AREA PUBLIC SCHOOL
DISTRICT

By [Signature]
President

By [Signature]
President

By [Signature]
Secretary

By [Signature]
Secretary

By [Signature]
Chairperson, Negotiations Comm.

By [Signature]
Chairperson, Negotiations Comm.

TEACHER SALARY SCHEDULE

Base Salary: \$28,133 effective 7/1/03

Base Salary: \$28,695 effective 7/1/04

Placement Level	Bachelor's Degree	Bachelor's Plus 15	Bachelor's Plus 15 Toward Master's
1	1.00	Add	All teachers who have earned fifteen (15) graduate credits toward the master's degree will be paid One-half (½) of the salary differential between the bachelor's And master's degree schedule. Teachers so qualifying must complete the master's degree requirements within seven (7) years from the date of starting the program or placement on the salary schedule will revert to the bachelor's plus 15 step.
2	1.05		
3	1.15	.03	
4	1.20		
5	1.25	of base	
6	1.30		
7	1.35	to	
8	1.40		
9	1.45	bachelor's	
10	1.50		
11	1.55	schedule	
12	1.60		

Placement Level	Master's Degree	Master's Plus 15	Master's Plus 30	Master's Plus 45
1	1.08	Add	Add	Add
2	1.14			
3	1.26	.03	.06	.09
4	1.32			
5	1.38	of base	of base	of base
6	1.44			
7	1.50	to	to	to
8	1.56			
9	1.62	master's	master's	master's
10	1.68			
11	1.74	schedule	schedule	schedule
12	1.80			

2003-2004 Teacher Salary Schedule
 Base Salary: \$28,133 effective July 1, 2003

Step	B	B+15	½ M	M	M+15	M+30	M+45
1	28,133	28,977	29,258	30,384	31,228	32,072	32,916
2	29,540	30,384	30,806	32,072	32,916	33,760	34,604
3	32,353	33,197	33,900	35,448	36,292	37,136	37,980
4	33,760	34,604	35,448	37,136	37,980	38,824	39,668
5	35,166	36,010	36,995	38,824	39,668	40,512	41,356
6	36,573	37,417	38,542	40,512	41,356	42,200	43,043
7	37,980	38,824	40,090	42,200	43,043	43,887	44,731
8	39,386	40,230	41,637	43,887	44,731	45,575	46,419
9	40,793	41,637	43,184	45,575	46,419	47,263	48,107
10	42,200	43,043	44,731	47,263	48,107	48,951	49,795
11	43,606	44,450	46,279	48,951	49,795	50,639	51,483
12	45,013	45,857	47,826	50,639	51,483	52,327	53,171
13	45,407	46,251	48,220	51,033	51,877	52,721	53,565
14	45,801	46,645	48,614	51,427	52,271	53,115	53,959
15	46,194	47,038	49,008	51,821	52,665	53,509	54,353
16	46,588	47,432	49,402	52,215	53,059	53,903	54,747
17	46,982	47,826	49,795	52,609	53,453	54,297	55,141
18	47,376	48,220	50,189	53,003	53,847	54,691	55,535
19	47,770	48,614	50,583	53,396	54,240	55,084	55,928
20	48,164	49,008	50,977	53,790	54,634	55,478	56,322
21	48,558	49,402	51,371	54,184	55,028	55,872	56,716
22	48,951	49,795	51,765	54,578	55,422	56,266	57,110
23	49,345	50,189	52,159	54,972	55,816	56,660	57,504
24	49,739	50,583	52,552	55,366	56,210	57,054	57,898
25	50,133	50,977	52,946	55,760	56,604	57,448	58,292
26	50,527	51,371	53,340	56,153	56,997	57,841	58,685
27	50,921	51,765	53,734	56,547	57,391	58,235	59,079
28	51,315	52,159	54,128	56,941	57,785	58,629	59,473
29	51,708	52,552	54,522	57,335	58,179	59,023	59,867
30	52,102	52,946	54,916	57,729	58,573	59,417	60,261
31	52,496	53,340	55,309	58,123	58,967	59,811	60,655
32	52,890	53,734	55,703	58,517	59,361	60,205	61,049
33	53,284	54,128	56,097	58,911	59,754	60,598	61,442
34	53,678	54,522	56,491	59,304	60,148	60,992	61,836
35	54,072	54,916	56,885	59,698	60,542	61,386	62,230
36	54,465	55,309	57,279	60,092	60,936	61,780	62,624
37	54,859	55,703	57,673	60,486	61,330	62,174	63,018
38	55,253	56,097	58,067	60,880	61,724	62,568	63,412
39	55,647	56,491	58,460	61,274	62,118	62,962	63,806
40	56,041	56,885	58,854	61,668	62,512	63,356	64,200

2004-2005 Teacher Salary Schedule

Base Salary: \$28,695 effective July 1, 2004

Step	B	B+15	½ M	M	M+15	M+30	M+45
1	28,695	29,556	29,843	30,991	31,851	32,712	33,573
2	30,130	30,991	31,421	32,712	33,573	34,434	35,295
3	32,999	33,860	34,577	36,156	37,017	37,877	38,738
4	34,434	35,295	36,156	37,877	38,738	39,599	40,460
5	35,869	36,730	37,734	39,599	40,460	41,321	42,182
6	37,304	38,164	39,312	41,321	42,182	43,043	43,903
7	38,738	39,599	40,890	43,043	43,903	44,764	46,625
8	40,173	41,034	42,469	44,764	45,625	46,486	47,347
9	41,608	42,469	44,047	46,486	47,347	48,208	49,068
10	43,043	43,903	45,625	48,208	49,068	49,929	50,790
11	44,477	45,338	47,203	49,929	50,790	51,651	52,512
12	45,912	46,773	48,782	51,651	52,512	53,373	54,234
13	46,314	47,175	49,183	52,053	52,914	53,774	54,635
14	46,715	47,576	49,585	52,454	53,315	54,176	55,037
15	47,117	47,978	49,987	52,856	53,717	54,578	55,439
16	47,519	48,380	50,388	53,258	54,119	54,980	55,840
17	47,921	48,782	50,790	53,660	54,521	55,381	56,242
18	48,322	49,183	51,192	54,061	54,922	55,783	56,644
19	48,724	49,585	51,594	54,463	55,324	56,185	57,046
20	49,126	49,987	51,995	54,865	55,726	56,587	57,447
21	49,528	50,388	52,397	55,267	56,127	56,988	57,849
22	49,929	50,790	52,799	55,668	56,529	57,390	58,251
23	50,331	51,192	53,201	56,070	56,931	57,792	58,653
24	50,733	51,594	53,602	56,472	57,333	58,193	59,054
25	51,134	51,995	54,004	56,873	57,734	58,595	59,456
26	51,536	52,397	54,406	57,275	58,136	58,997	59,858
27	51,938	52,799	54,807	57,677	58,538	59,399	60,260
28	52,340	53,201	55,209	58,079	58,940	59,800	60,661
29	52,741	53,602	55,611	58,480	59,341	60,202	61,063
30	53,143	54,004	56,013	58,882	59,743	60,604	61,465
31	53,545	54,406	56,414	59,284	60,145	61,006	61,866
32	53,947	54,807	56,816	59,686	60,546	61,407	62,268
33	54,348	55,209	57,218	60,087	60,948	61,809	62,670
34	54,750	55,611	57,620	60,489	61,350	62,211	63,072
35	55,152	56,013	58,021	60,891	61,752	62,612	63,473
36	55,554	56,414	58,423	61,293	62,153	63,014	63,875
37	55,955	56,816	58,825	61,694	62,555	63,416	64,277
38	56,357	57,218	59,226	62,096	62,957	63,818	64,679
39	56,759	57,620	59,628	62,498	63,359	64,219	65,080
40	57,160	58,021	60,030	62,899	63,760	64,621	65,482

Schedule 2
Salary Schedule for Additional Compensation - 2003-2005

<u>Activity</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Academic Decathlon, Grades 9-12	1,326	1,350	1,377
Academic Team Coach, Grades 9-12	1,243	1,265	1,290
Assistant Athletic Director, Grades 9-12	4,145 ^a	4,220 ^a	4,304 ^a
Athletic Director, Grades 9-12	4,972 ^b	5,062 ^b	5,163 ^b
Baseball:			
Varsity Head Coach	3,868	3,938	4,017
Varsity Assistant Coach	2,487	2,532	2,583
Basketball:			
Varsity Head Coach	4,422	4,502	4,592
Varsity Assistant Coach	2,763	2,813	2,869
Grades 7 and 8 Coach/Intramural	1,851	1,885	1,923
Cheerleader Advisor, Grades 9-12	2,100 ^c	2,138 ^c	2,181 ^c
Cross Country:			
Varsity Head Coach (Combined)	2,763	2,813	2,869
Varsity Head Coach (Separate)	1,657	1,687	1,721
Debate Coach, Grades 9-12	1,437	1,463	1,492
Destination Imagination Advisor, District-Wide	2,763	2,813	2,869
District Performing Arts Festival:			
Director	1,574	1,602	1,634
Assistant Director	1,105	1,125	1,148
District Visual Arts Festival:			
Director	1,603	1,632	1,665
Art Teachers	331	337	344
Diversity Liaison Coordinator, District-Wide	-	3,095	3,157
Elementary Building Coordinator	1,989*	2,025*	2,066*
Elementary Music Performance (Per Performance)	388	395	403
Elementary Safety Patrol	1,105	1,125	1,148
Football:			
Varsity Head Coach	4,422	4,502	4,592
Varsity Assistant Coach	2,763	2,813	2,869
Grade 9 Coach	2,266	2,307	2,353

Schedule 2
Salary Schedule for Additional Compensation - 2003-2005

<u>Activity</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Forensics:			
Coach, Grades 9-12	1,381	1,406	1,434
Assistant Coach, Grades 9-12	1,355	1,380	1,408
Coach, Grades 6-8	1,161	1,182	1,206
Assistant Coach, Grades 6-8	1,050	1,069	1,090
Golf:			
Boys Varsity Head Coach	1,879	1,913	1,951
Girls Varsity Head Coach	1,520	1,913	1,951
Gymnastics Varsity Head Coach	3,315	3,375	3,443
Honors Band Coordinator, District-Wide	-	1,602	1,634
Intramurals, Grades 6-12 (Rate Per Hour)	19.34	19.69	20.08
Jazz Band Director, Grades 9-12	1,657	1,687	1,721
Jazz Band Director, Grades 6-8	1,105	1,125	1,148
Junior Prom Advisor	1,146	1,167	1,190
Leadership Development Coordinator, Grade 6-8	1,633	1,663	1,696
Local Vocational Education Coordinator (LVEC)	2,540	2,615	2,667
Marching and Pep Band Director, Grades 9-12	2,350	2,393	2,441
Memory Picture Book, Grades 6-8	1,437	1,463	1,492
Mock Trial Coach, Grades 9-12	1,437	1,463	1,492
Musical Performances, Grades 6-12 **	1,381	1,406	1,434
Musicals, Grades 9-12:			
Director	2,736	2,786	2,842
Assistant Director	1,934	1,969	2,008
National Honor Society	1,146	1,167	1,190
Newspaper Advisor:			
Grades 9-12	2,763	2,813	2,869
Grades 6-8	1,050	1,069	1,090
PEER Building Coordinator, Grades 6-12	1,657	1,687	1,721
PEER Coordinator (District-Wide)	3,315	3,375	3,443
Plays/Talent Shows, Grades 6-12			
Director	1,879	1,913	1,951
Assistant Director	1,381	1,406	1,434

Schedule 2
Salary Schedule for Additional Compensation - 2003-2005

<u>Activity</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Show Choir Director, Grades 9-12	1,657	1,687	1,721
Show Choir Director, Grades 6-8	1,105	1,125	1,148
Soccer:			
Varsity Head Coach	2,736	2,786	2,842
Varsity Assistant Coach	1,989	2,025	2,066
Softball:			
Varsity Head Coach	3,868	3,938	4,017
Varsity Assistant Coach	2,487	2,532	2,583
Solo-Ensemble:			
Coordinator	1,381	1,406	1,434
Assistant Coordinator	826	841	858
Special Education Transition Specialist	3,040	3,095	3,157
Student Council Advisor, Grades 6-12	1,161	1,182	1,206
Student Council Advisor, District-Wide, Grades 9-12	1,326	1,350	1,377
Student Diversity Liaison/Advisor, Grade 9-12	-	2,240	2,285
Swimming:			
Varsity Head Coach	2,487	2,532	2,583
Varsity Assistant Coach	1,879	1,913	1,951
Tennis:			
Varsity Head Coach	1,934	1,969	2,008
Varsity Assistant Coach	1,574	1,602	1,634
Track: ***			
Varsity Head Coach	3,868	3,938	4,017
Varsity Assistant Coach	2,487	2,532	2,583
Grade 9 Coach	1,879	1,913	1,951
Boys Grades 6-8 Combined Head Coach	1,851	1,885	1,923
Girls Grades 6-8 Combined Head Coach	1,851	1,885	1,923
Grades 6-8 Combined Assistant Coach	1,202	1,224	1,248
Trees for Tomorrow, Grades 9-12	968	986	1,006
Video Production Advisor, Grades 9-12	1,770	1,802	1,838
VITA Advisor, Grades 9-12	-	2,393	2,441
Vocationally Certified DECA Advisor, Grades 9-12	3,730	3,798	3,874
Vocationally Certified FBLA Advisor, Grades 9-12	2,350	2,393	2,441

Schedule 2
Salary Schedule for Additional Compensation - 2003-2005

<u>Activity</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Volleyball: ****			
Varsity Head Coach	2,736	2,786	2,842
Varsity Assistant Coach	1,989	2,025	2,066
Grade 9 Coach	1,574	1,602	1,634
Grades 7-8 Coach/Intramural	1,546	1,574	1,605
Wrestling:			
Varsity Head Coach	3,315	3,375	3,443
Varsity Assistant Coach	2,736	2,786	2,842
Grades 7-8 Combined Head Coach	1,546	1,574	1,605
Grades 7-8 Combined Assistant Coach	1,202	1,224	1,248
Yearbook Advisor, Grades 9-12	2,763	2,813	2,869

- * Every day, one-half day
- ** Includes contests and festivals and performances when assigned to one (1) school. If assigned to more than one (1) school, the teacher shall receive an additional \$395 in 2003-2004 and \$403 in 2004-2005 for each performance.
- *** Outdoor Program Only.
- **** With same season/expectations as in 1985-86 school year.

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

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

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

APPENDIX 3

SUMMER EMPLOYMENT SALARIES AND WAGES

- A. Teachers shall be compensated at \$30.50 per hour which includes preparation time for summer school teaching.
- B. The compensation rate for all other unit activities shall be twenty-three (\$23.00) dollars for each hour employed.
- C. If the Fourth of July should fall within the period of summer employment, it shall be a paid holiday.
- D. The salary and/or wages payable under Appendix 3 during the entire period of summer employment shall be those contractually payable hereunder at the commencement of such summer employment

CALENDAR
2003-2004

M	T	W	TH	F	M	T	W	TH	F
<u>August 2003</u>					<u>February 2002</u>				
25*	26*	(27)	(28)	29x	2	3	4	5	6
<u>September</u>					<u>March</u>				
1h	2	3	4	5	1	2	3	4	5
8	9	10	11	12	8	9	10	11	12i
15	16	17	18	19	15	16	17	18	19
22	23	24	25	26	22x	23x	24x	25x	26x
29	30				29	30	31		
<u>October</u>					<u>April</u>				
6	7s	8	9	10	5	6	7	8	9x
13	14	15	16	17	{12}	13	14	15	16
20	21	22	23	24	19	20	21	22	23
27	28	29	30i	31i	26	27	28	29	30
<u>November</u>					<u>May</u>				
3	4	5	6	7	3	4	5	6	7
10	11	12	13	14	10	11	12	13	14
17	18	19	20	21	17	18	19	20	21
24	25	26	27h	28x	24	25	26	27	28
<u>December</u>					<u>June</u>				
1	2	3	4	5s	31h				
8	9	10	11	12		1	2	3	4
15	16	17	18	19		7	8#	(9)^	10*
22	23	24x	25x	26x					11*
29x	30x	31x							
<u>January, 2004</u>					<u>HOLIDAYS</u>				
5	6	7	1x	2x	September 1 - Labor Day				
12	13	14	8	9	November 27 - Thanksgiving				
19	20	21	15	16	May 31 - Memorial Day				
26	27	28	22	(23)					
			29	30					

[]=P/T Conference Trade-off Day

h= Holidays

x=School Recess

i=Optional Inservice-Convention

WEAC Convention, October 30 & 31

NWEA Convention, March 12

()=Workdays (Secondary & Elementary)

s=Staff Development Early Release Day

e=Elementary Students Early Release Only,

Elementary Teacher Workday in p.m.

+ =Elementary Teacher Workday in a.m., No School for Elementary Students

#=Last Student Day for High School and Middle School Students Only

^=Last Student Day for Elementary Students after a.m. Session

*=One day will be assigned as the 191st day

1st Quarter ends October 29 (42 days)

2nd Quarter ends January 22 (49 days)

3rd Quarter ends April 2 (44 days)

4th Quarter ends June 8 (45 days)

180 = Student Days

191 = Days in School Year (Teacher)

(3) = Inservice-Convention Days

(3) = Holidays

(4) = Workdays

2003-2004 CALENDAR

August 25 and 26	Potential Required Paid Teacher Inservice Days (One day could be assigned for staff development as the 191 st day.)
August 27 and 28	Teacher Workdays
September 1	Labor Day
September 2	Schools Open
October 7	Staff Development Half Day
October 10	End of First Grading Period (High School only) (29 days)
October 29	End of First Quarter (42 days)
October 30 and 31	Inservice-Convention Days (Schools Closed)
November 26	End of Second Grading Period (High School only) (31 days)
November 27 and 28	Thanksgiving Holiday and Recess
December 5	Staff Development Half Day
December 23	Last Day Before Winter Recess
December 24 - January 2	Winter Recess
January 5	Classes Resume
January 22	End of Second Quarter (49 days) /End of Third Grading Period (High School only) (31 days)
January 23	Teacher Workday (Schools Closed)
March 5	End of Fourth Grading Period (High school only) (30 days)
March 12	Inservice-Convention (Schools Closed)
March 19	Last Day Before Spring Recess
March 22 - March 26	Spring Recess
March 29	Classes Resume
April 2	End of Third Quarter (44 days)
April 2	Staff Development Half Day
April 9	Recess Day
April 12	P/T Conference Trade-Off Day (Schools Closed)
April 30	End of Fifth Grading Period (High School only) (33 days)
May 31	Memorial Day Holiday (Schools Closed)
June 8	Last Student Day for High School and Middle School Students Only (45 days for Middle School) (26 days for High School)
June 9	Teacher Workday for Middle and High Schools/Last Student Day for Elementary Students after a.m. Session/Teacher Workday for Elementary Schools in p.m.
June 10 and 11	Potential Required Paid Teacher Inservice Days

2004-2005 TRADITIONAL CALENDAR

M	T	W	TH	F	M	T	W	TH	F
<u>August 2004</u>					<u>February 2005</u>				
(30)	(31)		26*	27*	1	2	3	4	
					7	8	9	10	11
<u>September</u>					14	15	16	17	18s
6h	7	1	2	3	21	22	23	24	25
13	14	8	9	10	28				
20	21	15	16	17	<u>March</u>				
27	28	22s	23	24	1	2	3	4	
<u>October</u>					7	8	9	10s	11i
4	5s	6	7	1	14	15	16	17	18
11	12	13	14	8	21	22	23	24	25x
18	19	20	21	15	28x	29x	30x	31x	
25	26	27	28i	29i	<u>April</u>				
<u>November</u>					4	5	6	7	1x
1	2	3	4	5	11	12	13	14	15
8	9	10	11	12	18	19	20	21	22
15	16	17	18	19	25	26	27	28	[29]
22	23	24	25h	26x	<u>May</u>				
29	30				2	3	4	5	6
<u>December</u>					9	10	11	12	13
6	7	1	2	3s	16	17	18	19	20
13	14	8	9	10	23	24	25	26	27
20	21	22	23x	24x	30h	31			
27x	28x	29x	30x	31x	<u>June</u>				
<u>January 2005</u>					6	7	1	2	3
3x	4	5	6	7	13*	14*	8	9#	(10)^
10	11	12	13	14	<u>HOLIDAYS</u>				
17	18	19	20	(21)	September 6 - Labor Day				
24	25	26	27	28	November 25 - Thanksgiving				
31					May 30 - Memorial Day				

- [] = P/T Conference Trade-Off Day
 - h = Holiday
 - x = School Recess
 - i = Optional Inservice-Convention
 - WEAC Convention, October 28 & 29
 - NWEA Convention, March 11
 - () = Workdays (Secondary & Elementary)
 - s = Staff Development Half Day
 - * = One day will be assigned as the 191st day
 - e=Elementary Students Early Release Only; Elementary Teacher Workday in p.m.
 - #=Last Student Day for High School and Middle School Students Only
 - ^=Last Student Day for Elementary Students after a.m. Session
- 1st Quarter ends November 5 (45 days)
 - 2nd Quarter ends January 20 (45 days)
 - 3rd Quarter ends March 24 (43 days)
 - 4th Quarter ends June 9 (47 days)
 - 180 = Student Days
 - 191 = Days in School Year (Teacher)
 - (3) Inservice-Convention
 - (3) Holidays
 - (4) Workdays Secondary
 - (5) Workdays Elementary

2004-2005 TRADITIONAL CALENDAR

August 26 and 27	Potential Required Paid Teacher Inservice Days (One day will be assigned for staff development as the 191 st day.)
August 30 and 31	Teacher Workdays
September 1	Schools Open
September 6	Labor Day
September 22	Staff Development Half Day for Reflection (p.m.)
October 5	Staff Development Half Day (p.m.)
October 13	End of First Grading Period (High & Middle Schools) (30 days)
October 28 and 29	Inservice-Convention Days (Schools Closed)
November 5	End of First Quarter (45 days) (½ workday for Elementary)
November 24	End of Second Grading Period (High & Middle Schools) (28 days)
November 25 and 26	Thanksgiving Holiday and Recess
December 3	Staff Development Half Day (p.m.)
December 22	Last Day Before Winter Recess
December 23-January 3	Winter Recess
January 4	Classes Resume
January 20	End of Second Quarter (44 days)/End of Third Grading Period (High & Middle Schools) (31 days)
February 18	Staff Development Half Day (p.m.)
March 4	End of Third Grading Period (High & Middle Schools) (30 days)
March 10	Staff Development Half Day (p.m.)
March 11	Inservice-Convention Day (Schools Closed)
March 24	End of Third Quarter (43 days) (½ workday for Elementary)
March 25-April 1	Spring Recess
April 4	Classes Resume
April 26	End of Fifth Grading Period (High & Middle Schools) (30 days)
April 29	Parent/Teacher Conference Trade-Off Day (Schools Closed)
June 6	Elementary Workday (p.m.)
June 9	Last Student Day for High & Middle School Students Only (48 days for Middle School) (31 days for High School)
June 10	Teacher Workday for Middle & High Schools/Last Student Day for Elementary Students after a.m. session/Teacher Workday for Elementary Schools in p.m.
June 13 and 14	Potential Required Paid Teacher Inservice Days

2004-2005 TRIMESTER CALENDAR

M	T	W	TH	F	M	T	W	TH	F
<u>August 2004</u>					<u>February 2005</u>				
			26*	27*	1	2	3	4	
(30)	(31)				7	8	9	10	11
<u>September</u>					14	15	16	17	18s
		1	2	3	21	22	23	24	25
6h	7	8	9	10	28				
13	14	15	16	17	<u>March</u>				
20	21	22s	23	24	1	2	3	<4>	
27	28	29	30		7	8	9	10s	11i
<u>October</u>					14	15	16	17	18
				1	21	22	23	24	25x
4	5s	6	7	8	28x	29x	30x	31x	
11	12	13	14	15	<u>April</u>				
18	19	20	21	22	4	5	6	7	1x
25	26	27	28i	29i	11	12	13	14	15
<u>November</u>					18	19	20	21	22
1	2	3	4	5	25	26	27	28	[29]
8	9	10	11	12	<u>May</u>				
15	16	17	18	19	2	3	4	5	6
22	23	<24>	25h	26x	9	10	11	12	13
29	30				16	17	18	19	20
<u>December</u>					23	24	25	26	27
		1	2	3s	30h	31			
6	7	8	9	10	<u>June</u>				
13	14	15	16	17			1	2	3
20	21	22	23x	24x	6	7	8	9#	{10}^e
27x	28x	29x	30x	31x	13*	14*			
<u>January 2005</u>					<u>HOLIDAYS</u>				
3x	4	5	6	7	September 6 - Labor Day				
10	11	12	13	14	November 25 - Thanksgiving				
17	18	19	20	{21}	May 30 - Memorial Day				
24	25	26	27	28					
31									

[] = P/T Conference Trade-Off Day

h = Holiday

x = School Recess

i = Optional Inservice-Convention

WEAC Convention, October 28 & 29

NWEA Convention, March 11

() = Workdays (Secondary & Elementary)

<> = Workdays (Elementary)

{ } = Workdays (Secondary)

s = Staff Development Half Day

* = One day will be assigned as the 191st day

e = Elementary Students Early Release Only; Elementary Teacher Workday in p.m.

= Last Student Day for High School and Middle School Students Only

^ = Last Student Day for Elementary Students after a.m. Session

1st Trimester ends November 24 (57 days)2nd Trimester end March 4 (61 days)3rd Trimester ends June 9 (62 days)

180 = Student Days

191 = Days in School Year (Teacher)

(3) Inservice-Convention

(3) Holidays

(4) Workdays Secondary

(5) Workdays Elementary

2005-2006 TRADITIONAL CALENDAR

M	T	W	TH	F	M	T	W	TH	F
<u>August 2005</u>					<u>February 2006</u>				
29*	(30)	(31)	25	26*	6	7	8	2	3
<u>September</u>					13	14	15	16	17s
5h	6	7	1	2	20	21	22	23	24
12	13	14	8	9	27	28			
19	20	21s	15	16	<u>March</u>				
26	27	28	22	23	6	7	8	2	3
			29	30	13	14	15	9s	10i
<u>October</u>					20x	21x	22x	23x	24x
3	4s	5	6	7	27	28	29	30	31
10	11	12	13	14	<u>April</u>				
17	18	19	20	21	3	4	5	6	7
24	25	26	27i	28i	10	11	12	13s	14x
31					[17]	18	19	20	21
<u>November</u>					24	25	26	27	28
7	8	9	3	4	<u>May</u>				
14	15	16	10s	11	1	2	3	4	5
21	22	23	17	18	8	9	10	11	12
28	29	30	24h	25x	15	16	17	18	19
<u>December</u>					22	23	24	25	26
5	6	7	1	2s	29h	30	31		
12	13	14	8	9	<u>June</u>				
19	20	21	15	16	5	6	7	1	2
26x	27x	28x	22	23x	12*	13*		8#	(9)^e
			29x	30x	<u>HOLIDAYS</u>				
<u>January 2006</u>					September 5 - Labor Day				
2x	3	4	5	6	November 24 - Thanksgiving				
9	10	11	12	13	May 29 - Memorial Day				
16	17	18	19	(20)					
23	24	25	26	27					
30	31								

- [] = P/T Conference Trade-Off Day
- h = Holiday
- x = School Recess
- i = Optional Inservice-Convention
 - WEAC Convention, October 27 & 28
 - NWEA Convention, March 10
- () = Workdays (Secondary & Elementary)
- s = Staff Development Half Day
- * = One day will be assigned as the 191st day

- 1st Quarter ends November 7 (45 days)
- 2nd Quarter ends January 20 (44 days)
- 3rd Quarter ends March 31 (44 days)
- 4th Quarter ends June 9 (47 days)
- 180 = Student Days
- 191 = Days in School Year (Teacher)
- (3) Inservice-Convention
- (3) Holidays
- (4) Workdays Secondary
- (5) Workdays Elementary

e=Elementary Students Early Release Only; Elementary Teacher Workday in p.m.
 #=Last Student Day for High School and Middle School Students Only
 ^=Last Student Day for Elementary Students after a.m. Session

2005-2006 TRADITIONAL CALENDAR

August 26 and 29	Potential Required Paid Teacher Inservice Days (One day will be assigned for staff development as the 191 st day.)
August 30 and 31	Teacher Workdays
September 1	Schools Open
September 5	Labor Day
September 21	Staff Development Half Day for Reflection (p.m.)
October 4	Staff Development Half Day (p.m.)
October 13	End of First Grading Period (High & Middle Schools) (30 days)
October 27 and 28	Inservice-Convention Days (Schools Closed)
November 7	End of First Quarter (45 days) (½ Workday for Elementary)
November 24 and 25	Thanksgiving Holiday and Recess
December 1	End of Second Grading Period (High & Middle Schools) (31 days)
December 2	Staff Development Half Day (p.m.)
December 22	Last Day Before Winter Recess
December 23-January 2	Winter Recess (Classes Resume on January 3)
January 19	End of Second Quarter (44 days)/End of Third Grading Period (High & Middle Schools) (28 days)
February 17	Staff Development Half Day
March 3	End of Fourth Grading Period (High & Middle Schools) (30 days)
March 9	Staff Development Half Day (p.m.)
March 10	Inservice-Convention (Schools Closed)
March 17	Last Day Before Spring Recess
March 20-24	Spring Recess
March 27	Classes Resume
March 31	End of Third Quarter (44 days)
April 13	Staff Development Half Day for Reflection (p.m.)
April 14	Recess Day
April 17	P/T Conference Trade-Off Day (Schools Closed)
April 26	End of Fifth Grading Period (High & Middle Schools) (31 days)
May 29	Memorial Day
June 5	Elementary Workday (p.m.)
June 8	Last Student Day for High & Middle School Students (47 days for Middle School) (30 days for High School)
June 9	Teacher Workday for Middle & High Schools/Last Student Day for Elementary Students after a.m. session/Teacher Workday for Elementary Schools in p.m.
June 12 and 13	Potential Required Paid Teacher Inservice Days

2005-2006 TRIMESTER CALENDAR

M	T	W	TH	F	M	T	W	TH	F	
<u>August 2005</u>					<u>February 2006</u>					
29*	(30)	(31)	25	26*	6	7	1	2	3	
<u>September</u>					13	14	8	9	10	
5h	6	7	1	2	20	21	15	16	17s	
12	13	14	8	9	27	28	22	23	24	
19	20	21s	15	16	<u>March</u>					
26	27	28	22	23	6	7	1	2	<3>	
<u>October</u>					13	14	8	9s	10i	
3	4s	5	6	7	20x	21x	15	16	17	
10	11	12	13	14	27	28	22x	23x	24x	
17	18	19	20	21	<u>April</u>					
24	25	26	27i	28i	3	4	5	6	7	
31						10	11	12	13s	14x
<u>November</u>					[17]	18	19	20	21	
7	8	2	3	4	24	25	26	27	28	
14	15	9	10s	11	<u>May</u>					
21	22	16	17	18	1	2	3	4	5	
28	29	<23>	24h	25x	8	9	10	11	12	
<u>December</u>					15	16	17	18	19	
5	6	7	1	2s	22	23	24	25	26	
12	13	14	8	9	29b	30	31			
19	20	21	15	16	<u>June</u>					
26x	27x	28x	22	23x	5	6	7	1	2	
<u>January 2006</u>					12*	13*				
2x	3	4	5	6	<u>HOLIDAYS</u>					
9	10	11	12	13	September 5 - Labor Day					
16	17	18	19	{20}	November 24 - Thanksgiving					
23	24	25	26	27	May 29 - Memorial Day					
30	31									

[] = P/T Conference Trade-Off Day

h = Holiday

x = School Recess

i = Optional Inservice-Convention

WEAC Convention, October 27 & 28

NWEA Convention, March 10

() = Workdays (Secondary & Elementary)

<> = Workdays (Elementary)

{ } = Workdays (Secondary)

s = Staff Development Half Day

* = One day will be assigned as the 191st day

e = Elementary Students Early Release Only; Elementary Teacher Workday in p.m.

= Last Student Day for High School and Middle School Students Only

^ = Last Student Day for Elementary Students after a.m. Session

1st Trimester ends November (56 days)2nd Trimester end March 3 (62 days)3rd Trimester ends June 9 (62 days)

180 = Student Days

191 = Days in School Year (Teacher)

(3) Inservice-Convention

(3) Holidays

(4) Workdays Secondary

(5) Workdays Elementary

BOARD OF EDUCATION
Green Bay Area Public School District
Green Bay, Wisconsin

INDIVIDUAL CONTRACT

TO:

You are hereby offered a position providing you are legally qualified in the State of Wisconsin to perform services, as a (an) _____ teacher in _____ and ending _____ for which period of services rendered you are to receive a salary of \$ _____, which is based upon level _____ step at the effective salary schedule in _____ of each month, approximately the _____ and the _____ of each month.

This contract incorporates herein by reference, to have the same effect as if made a part hereof, a certain collective bargaining agreement entered into by and between the Green Bay Education Association, and the Board of Education of the Green Bay Area Public School District, hereinafter designated School Board, effective _____, and is subject to all terms and conditions of such collective bargaining agreement. This contract is also subject to all policies, rules or regulations of said School Board now existing not inconsistent or in conflict with said collective bargaining agreement, and said School Board agrees to furnish said teacher with a written copy of such policies, rules and regulations, in effect as of the signing hereof.

The parties understand and agree that this is a solemn, binding contract not to be breached by either party without good and sufficient grounds. The contract may be terminated before the end of the term by mutual agreement of both parties. Teachers who resign from their individual contract for other than health or retirement purposes shall forfeit an amount equal to one (1) percent of the teachers' salary schedule base if the resignation is received between July 1 and July 31. A teacher whose resignation is received from August 1 to October 1 shall forfeit two (2) percent of the teachers' salary schedule base.

The offer contained herein will be void unless the signed copy of acceptance is received in the Office of the Superintendent of Schools on or before _____.

Dated _____ By _____
Superintendent of Schools

ACCEPTANCE

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

Signed _____
Date _____

BOARD OF EDUCATION
Green Bay Area Public School District
Green Bay, Wisconsin

CONDITIONAL CONTRACT

On the _____ day of _____, 20____, the Board of Education for the Green Bay Area Public School District, hereinafter designated School Board, of the City of Green Bay, State of Wisconsin, by resolution, hereby contracts with _____, a conditional teacher, hereinafter designated Teacher, a professionally trained educator legally qualified in the State of Wisconsin, to perform services as a (an) _____ (Teacher) in _____ School, insofar as practicable.

The terms of said contract will commence on the _____ day of _____, 20____, and shall continue until the end of this school year or the return to work of the regular teacher. (Approximate return date _____) or (End of school year date _____).

For such services rendered, the said School Board is to pay to said Teacher under the following plan, to wit: _____ together with the following fringe benefits, to wit: _____.

It is further agreed, that this contract incorporates herein by reference, to have the same effect as if made a part hereof, a certain collective bargaining agreement entered into by and between the Green Bay Education Association, and said School Board, effective January 1, 1974, and is subject to all terms and conditions of such collective bargaining agreement, and is subject to all policies, rules or regulations of said School Board now existing not inconsistent or in conflict with said collective bargaining agreement, and said School Board agrees to furnish said Teacher with a written copy of such policies, rules and regulations, in effect as of the signing hereof.

The parties understand and agree that this is a solemn, binding contract not to be breached by either party without good and sufficient grounds. ~~The contract may be terminated before the end of the term by mutual agreement of both parties. Teachers who resign from their individual contract for other than health or retirement purposes shall forfeit an amount equal to one (1) percent of the teachers' salary schedule base if the resignation is received between July 1 and July 31. A teacher whose resignation is received from August 1 to October 1 shall forfeit two (2) percent of the teachers' salary schedule base.~~

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

Dated _____ By _____
Superintendent of Schools

ACCEPTANCE

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

Signed _____
Date _____

APPLICATION FOR TRANSFER
(FILL OUT A FORM FOR EVERY POSTED POSITION YOU ARE REQUESTING)

NAME: _____ POSITION # _____
POSTING DATE: _____
SENIORITY DATE: _____ HOME PHONE # _____
MY CERTIFICATION FOR THIS POSITION: _____
THIS YEAR'S TEACHING ASSIGNMENT: _____
NEXT YEAR'S TEACHING ASSIGNMENT: _____
(Grade or Subject Area) (Grade or Subject Area)
(Grade or Subject Area) (Grade or Subject Area)

I hereby request a transfer to the following positions:

(Name Position Requested in Posting)

CHECK ONE OF THE FOLLOWING:

I am not applying for any other position from this posting.

I am also applying for each of the following position(s) from this posting. I am making a separate application for each.
Pos. # _____, Pos. # _____, Pos. # _____, Pos. # _____

I understand that if I am granted the above-mentioned posted position, I must confirm or reject the offer immediately upon notification. If I am the most senior qualified candidate on multiple postings, I shall be given the opportunity to select the position of my choice. For the procedure to follow during the summer months, please see Article IX-C-4-b.

I attest that I have the certification required to fill this position or that I shall have the necessary certification by the time I fill said position. In addition, I have not been granted two requests for transfer for next year.

Signature _____ Date _____

UNLESS OTHERWISE NOTED ON THE POSTING, RETURN ALL APPLICATIONS FOR TRANSFER TO THE ASSISTANT SUPERINTENDENT HUMAN RESOURCES WITHIN FIVE (5) DAYS OF POSTING.

FOR DISTRICT USE:
Date request received: _____

Person doing the contacting should initial two of the following:

Candidate was granted and accepted posted position on _____ (Date)
Candidate was granted and rejected posted position on _____ (Date)
Candidate was not granted posted position. (Include comments if necessary.)

Original Human Resources Official Copy Transfer/Posting Application Copy MUST Offer to Human Resources Office

Green Bay Area Public Schools
Summer School Application

Name _____ Social Security Number _____
Home Address _____ Home Phone Number _____
Home School _____ Have you taught summer school previously? _____
Seniority Date _____ Yes _____ No _____
Elementary only: 1. Trained in Voyager? Yes _____ No _____
2. Willing to take combination classes? Yes _____ No _____

Certification: Number(s) _____ and Subject(s) _____

List all that apply to positions requested:

I am applying for the following summer school position(s) from the posting. My preferences for teaching assignment, time and location as indicated in the posting are listed below. In priority order, I attest that I have the certification required to fill this (these) position(s).

Position #	Course Title	Date
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____

Signature _____ Date _____

Unless otherwise noted on the posting, return all applications for summer school to the Assistant Superintendent-Human Resources within five (5) days of the posting. It is the applicant's responsibility to read the course descriptions, indicate all positions desired, and assure the application reaches the Human Resources Office.

For District Use:

Date received: _____ Date contacted about position: _____
Outcome: _____ No position _____ Position granted (noted next to request above)

GREEN BAY AREA PUBLIC SCHOOL DISTRICT
GREEN BAY, WISCONSIN

SUMMER REASSIGNMENT REQUEST FORM

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

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

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

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

(Check one of the following)

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

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

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

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

Signed

Date

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

MEMORANDUM AGREEMENT

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

Now, therefore, the District shall:

1. agree that teachers hired as emergency licensed EEN-ED teachers prior to June 1, 1988, and that teachers hired as emergency licensed ESL teacher prior to November 1, 1989, shall be eligible to transfer or be reassigned to teaching assignments for which they are certificated for the 1990-91 school year provided that they have more seniority than other applicants;
2. utilize the Memorandum Agreement dated June 1, 1988, as the basis for employing emergency licensed EEN-ED teachers employed for the 1988-89 and 1989-90 school years; however, that the provisions listed in the last paragraph of this Memorandum shall also apply to all emergency licensed EEN-ED or emergency licensed ESL teachers once they have completed three years of teaching in the Green Bay Area Public School District;
3. provide, beginning with the 1990-91 school year, a program of pre-service and inservice activities for newly employed emergency licensed EEN-ED and ESL teachers to include:
 - not less than one and one-half (1 ½) days of orientation preservice activities, immediately prior to the beginning of the initial school year, aimed at acquainting EEN-ED and ESL teachers under emergency license provisions with the various educational strategies and classroom management techniques appropriate for the speciality; and
 - provide appropriate inservice activities during the course of the school year to enable emergency licensed EEN-ED and ESL teachers to fulfill their 22.5 hours annual inservice requirement; and
 - arrange a "buddy" system in which each emergency licensed EEN-ED and ESL teacher shall be assigned an experienced, fully certificated ED or ESL teacher to assist the emergency licensed teacher in problem solving, demonstration teaching, lesson plans and IEP development/implementation, and other appropriate concerns of the EEN-ED or ESL program. "Buddy" teachers shall receive compensatory time for the time spent assisting the emergency licensed ED or ESL teachers. The time spent must be pre-authorized in writing by the appropriate administrator; and
4. arrange for appropriate college courses to be taught during the school year in Green Bay outside the workday, in order that the emergency licensed EEN-ED and ESL teacher can obtain the six college credits each year for two years required in order that the emergency license can be renewed. The emergency licensed EEN-ED or ESL teacher shall be responsible to attend and pay tuition for such coursework; and
5. the District shall pay the cost of the renewal of the ED and ESL emergency licenses for the second and third year of teaching.

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

The Association shall:

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

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

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

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

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

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

Dated this 25th day of September, 1989.

GREEN BAY AREA PUBLIC SCHOOLS

GREEN BAY EDUCATION ASSOCIATION

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

/s/ _____
Richard J. Feldhausen
Executive Director

9/25/89:trb

MEMORANDUM OF UNDERSTANDING

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

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

John J. Wilson
For The District

Richard J. Feldhausen
For The GBEA

Dated December 1, 1995

FRINGE BENEFIT PROGRAMS SPECIFICATIONS

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

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