

SCHOOL DISTRICT OF



F O R T • A T K I N S O N

AGREEMENT

Between

THE FORT ATKINSON BOARD OF EDUCATION

And

THE FORT ATKINSON EDUCATION ASSOCIATION, INC.

On

SALARIES AND OTHER CONDITIONS OF EMPLOYMENT

For the

2009-2010, 2010-2011 and 2011-2012 SCHOOL YEARS

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PREAMBLE

WHEREAS, the art of teaching requires specialized educational qualifications and a great dedication to the concept that education is a public trust and a professional calling; and

WHEREAS, that concept of education implies the ultimate goal of providing the best possible educational opportunity for all pupils enrolled in the schools; and

WHEREAS, the development and operation of educational programs of the highest quality can best be achieved through discussion, consultation, and a good rapport between teachers and school administration.

IT IS HEREBY AGREED, BETWEEN THE SCHOOL DISTRICT OF FORT ATKINSON, HEREINAFTER REFERRED TO IN THIS AGREEMENT AS THE BOARD/DISTRICT, AND THE FORT ATKINSON EDUCATION ASSOCIATION, INC., HEREINAFTER REFERRED TO IN THIS AGREEMENT AS FEA;

That the Board recognizes the FEA to be the sole bargaining agent for all staff members included in the certification instrument (Case I, No. 10183 ME 185, Decision No. 7140) issued by the WERB June 4, 1965.

PROCEDURES FOR PROFESSIONAL NEGOTIATIONS

The Board and FEA or any committee appointed by FEA, agreed to enter in good faith into discussions on matters concerning teacher wages, hours, and conditions of employment, and

That the Board and FEA agree to develop procedures mutually which will expedite contract negotiations, through adequate advance notice of agendas for discussion, mutual assistance in gathering data, reasonable research leads for any given period, and agree upon time schedules to insure proper discussion and decision making, and

That the following procedures provide a set of rules for future negotiations -- to wit:

When matters concerning teacher wages, hours, and conditions of employment are to be referred for negotiation, a special meeting for this purpose shall be called upon the request of any one of the parties involved, namely: The FEA Executive Board or its representatives, the Board, and/or the District Administrator.

Such request shall be submitted in writing and shall contain a specific statement as to the reason for the request. The requesting party shall so notify the WERC in accordance with Section 111.70, Wisconsin Statutes.

Such a request from the FEA Executive Board normally will be made directly to the District Administrator, and such request from the Board or its representative normally will be made to the FEA Executive Board.

Such meetings shall be convened within a twenty-one (21) day period from the receipt of the request. The party initiating the request shall serve as chairperson for the session or, if mutually agreeable at each meeting, the District Administrator shall serve as chairperson.

Should an additional meeting be necessary, the date and time of such meeting shall be established prior to adjournment.

It is expected that proposals and counterproposals will be presented in good faith and positions will be supported. Facts and opinions will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement.

Throughout the period of negotiations with the Board on any subject, the FEA representatives or Board members may meet and consult with the District Administrator, or other professional consultants, in advisory discussions on the subject under consideration.

In general, press releases are not to be issued without the mutual consent of the Board and FEA. However, if statements to the press are to be made without mutual consent, such statements must be placed in the hands of the FEA and/or the Board two (2) days prior to their release.

All negotiations should be completed prior to March 1. If the Board and FEA representatives are unable to agree, all reasonable means, including the use of consultants, shall be employed in an effort to reach agreement. If an impasse

persists, the procedures set forth in Section 111.70, Wisconsin Statutes, shall be employed.

When negotiations are conducted by representatives for the Board and FEA, agreement reached by these representatives are conditioned upon ratification of the entire agreement by both the Board and membership of FEA.

When such agreements have been achieved at the bargaining table, they shall be written in the form and manner in which they would be placed in the Master Agreement and initialed by the chief spokesperson for each of the parties. Within fourteen (14) calendar days after this is accomplished, the FEA shall take a ratification vote and advise the District Administrator of the result. Within ten (10) calendar days thereafter, the Board will conduct a ratification vote. After final ratification, the Board shall furnish each teacher with a copy of the Agreement.

These negotiation procedures may be amended, revised, or rescinded by mutual consent of the FEA and the Board whenever the circumstances might require such a change.

The foregoing negotiating procedures may be enforced only through the grievance and arbitration procedure provided for in this Agreement, and the remedy in the event of violation shall be limited solely to the mandate of the arbitrator to comply with the specific term or terms of the Agreement which are violated. Nothing herein, however, shall prevent the filing of a prohibited practice charge with the Wisconsin Employment Relations Commission based on the conduct which is a violation of the foregoing negotiation procedures or in the event either party fails to comply with the arbitrator's mandate.

1.00 GENERAL TEACHER EMPLOYMENT POLICIES

1.01 Teaching Personnel Defined

The term teaching personnel is defined as: teachers as specified by the State Standards. Only teachers possessing a degree shall be hired.

1.02 Initial Placement on Salary Schedule

1.02(1) Experience

A. Credit for Prior Experience

Credit for teaching experience prior to coming to this system shall be established by the District Administrator. Full credit shall be granted for the first seven (7) years of experience and half (1/2) credit for each year for the next additional ten (10) years. Once credit for prior experience has been established, it shall not be subject to further review.

B. Credit for Leave of Absence

One (1) year's leave of absence that includes regular teaching experience will be equal to one (1) year of teaching experience.

1.02(2) Credit for Prior Academic Work

Credit for academic work (as defined in 3.01 through 3.03) which was completed prior to being employed by the School District of Fort Atkinson shall be granted if such credit(s) were earned after completion of the Baccalaureate Degree and certification or Master's Degree and certification. Once credit for prior academic work has been established, it shall not be subject to further review.

1.03 Retirement

1.03(1) Early Retirement

It shall be the policy of the District to make it possible for teachers who are at least fifty-five (55) years of age, are currently employed by the District and have been so for at least the last ten (10) years (calculated on a full-time equivalency basis), to elect to retire. A declaration of early retirement shall be filed with the District Business Office on or before February 28 of their final teaching year.

1.03(2) Insurance for Early Retirees Hired Prior to July 15, 1991

Teachers retiring under this program shall have the right to continue to participate in the group health (hospital-surgical) insurance, with single or family coverage, through the end of the month in which the retiree dies or fails to make payment for the premium, whichever occurs first.

The District shall pay ninety percent (90%) of the cost of such single or family coverage for each retiree through the end of the month in which the retiree dies,

645 becomes eligible for Medicare, or fails to make payment for the premium,
646 whichever occurs first. The remainder of the premiums for such insurance shall
647 be paid by the retiree to the District Business Office, in advance, on a quarterly
648 basis. Said payments are due on or before the fifteenth (15th) day of
649 September, December, March and June of each year. However, by mutual
650 consent of the Board and the retiree, the retiree's share may be withheld from
651 the early retirement stipend in lieu of the quarterly payment required above.

652
653 The group health insurance plan available to retirees under this section shall be
654 the plan referenced in Section 3.12 of this agreement. Participation in the plan
655 by retirees shall be governed by the terms of the plan.

656
657 Unless FEA and the District agree otherwise, changes to the level of insurance
658 benefits enjoyed by retirees shall be governed by the standard contained in
659 Section 3.12 of the collective bargaining agreement.

660
661 **1.03(3) Options for Retirement Stipends for Those Hired Prior to July 15, 1991**

662
663 For purposes of early retirement, the teacher's age shall be determined as of
664 September 1 of the first school year in which the retirement is to be effective.

665
666
667
668 A teacher who elects to retire at at least age of fifty-five (55) shall be paid an
669 annual stipend of \$3,000 until the teacher dies, or has received the
670 maximum of \$12,000 via these stipends.

671
672
673
674 **1.03(4) Benefits for Early Retirees Hired After July 15, 1991 but Before July 1, 2011**

675
676 Teachers retiring under this program shall have the right to continue to
677 participate in the group health (hospital-surgical) insurance, with single or family
678 coverage, through the end of the month in which the retiree dies or fails to make
679 payment for the premium, whichever occurs first.

680
681 The District shall pay ninety percent (90%) of the cost of such single or family
682 coverage for each retiree for up to 48 months through the end of the month in
683 which the retiree dies or becomes eligible for Medicare, whichever occurs first.
684 The remainder of the premiums for such insurance shall be paid by the retiree to
685 the District Business Office, in advance, on a quarterly basis. Said payments
686 are due on or before the fifteenth (15th) day of September, December, March
687 and June of each year.

688
689 The group health insurance plan available to retirees under this section shall be
690 the plan referenced in Section 3.12 of this agreement. Participation in the plan
691 by retirees shall be governed by the terms of the plan.

692
693 Unless FEA and the District agree otherwise, changes to the level of insurance
694 benefits enjoyed by retirees shall be governed by the standard contained in
695 Section 3.12 of the collective bargaining agreement.

696
697 Teachers hired after July 15, 1991 shall not be eligible for an annual stipend.

1.04 Leave of Absence for Extended Time

1.04(1) Eligibility for Consideration

A teacher who has been in the school system for a period of three (3) years or longer may be considered for up to a one (1) year leave of absence without pay subject to approval of the Board (except as provided in 1.04[2] below). All benefits accrued at the time leave commenced shall be restored to the teacher upon resumption of duties.

1.04(2) Maternity-Infant Rearing Leave

The Board shall grant a leave of absence without pay to any member of the bargaining unit for maternity-infant rearing reasons provided the employee desires it, and the conditions which follow are met. The request for such a leave shall be made in writing and must be given to the District Administrator at least forty-five (45) calendar days prior to the commencement of the leave. (The Board may request a physician's certification of the pregnancy of the expectant mother prior to granting this leave.) The leave must satisfy the following requirements: (1) It must have a single specified starting date and a single specified ending date, with the entire period of time between them being part of that leave. (2) It must begin no more than six (6) months after the birth of the employee's child. (3) It must end concurrently with the last day of a quarter or semester on the school calendar in effect at that time. (4) It must not exceed one (1) calendar year in duration. The Board shall have no right to insist that a teacher apply for or take a leave of absence as a result of this clause, and any employee who is eligible to request a leave of absence under this clause shall not be denied any benefits resulting from other parts of this Master Agreement (including reimbursable absence) or any applicable law, regardless of whether or not they request a leave of absence under this subparagraph.

A teacher who has applied for and has been granted a leave of absence under this clause shall be reinstated, without loss of seniority, unused reimbursable absence days, or other accrued benefit(s), at the end of said leave unless the teacher refuses to sign an individual contract with the District at least forty-five (45) calendar days prior to the end of that leave, or by the date specified in Section 118.22 of Wisconsin Statutes if teaching duties are to resume at the beginning of the fall semester.

1.04(3) Retaining Teacher Status While on Leave

A teacher on leave shall be required to accept the teacher's contract for the ensuing year in writing pursuant to the requirement of Section 118.22 of Wisconsin Statutes to be eligible to retain teacher status, except as provided in 1.04(2) above. Unless the teacher on leave has notified the District of a different address, the District's mailing of a contract for the ensuing year to the teacher's address as it appears in the teacher's personnel file shall constitute delivery thereof.

749
750 **1.05 Contract Specifications**
751

752 **1.05(1) Maintenance of Teacher Personnel Files**
753

754 It shall be the responsibility of the teacher to keep his/her personnel file up-to-
755 date with regard to current transcripts and teaching licenses.
756

757 **1.05(2) Contract Status Change**
758

759 If the individual's contract status (i.e., position determined by educational track
760 and years of experience) as of September 1 will differ from the status in effect at
761 the time the individual contract was signed, such status must be declared with
762 the individual's immediate supervisor prior to the June checkout preceding the
763 effective date of that contract. Proof of this change in status must be furnished
764 to the District Administrator prior to September 1 of the year for which that
765 contract is issued. The teacher's certification of completed course work may
766 serve as temporary proof. However, the transcript must be provided by the
767 teacher within thirty (30) days thereafter. In the event no transcript can be
768 obtained from the institution, proof of credit signed by the immediate supervisor
769 will suffice.
770

771 If an individual's contract status of February 1 will differ from the status in effect
772 for the first semester of that contract, the deadline for furnishing temporary proof
773 (teacher's certification of completed course work) to the District Administrator
774 shall be February 1 and the transcript must be provided by the teacher within
775 thirty (30) days thereafter. In the event no transcript can be obtained from the
776 institution, proof of credit signed by the immediate supervisor will suffice.
777

778 No individual contracts will be altered after these dates regardless of any later
779 change in status.
780

781 **1.05(3) Contract Length**
782

783 The number of days of employment shall be stated on the contract (e.g. 187
784 days). The number of contract days shall be the sum of:

- 785
- 786 A. The minimum number of actual teacher (face-to-face) days mandated by
 - 787 Wisconsin Statutes;
 - 788
 - 789 B. The orientation days;
 - 790
 - 791 C. The inservice days;
 - 792
 - 793 D. The SWEIO day;
 - 794
 - 795 E. The records days; and
 - 796
 - 797 F. The teacher checkout day.
 - 798

799 **1.05(4) Pay for Basic Additive Teacher Assignment**
800

801 The basic teacher assignment (i.e., building level(s), subject area(s), and
802 assignment(s) subject to additive pay) shall be stated in the individual teacher's
803 contract.

804
805 **1.05(5) Statement of Experience and Credits**
806

807 The individual's experience in years and the number of credits beyond the
808 degree shall be stated on the contract.
809

810 **1.05(6) Liquidated Damages for Failure to Perform**
811

812 Having signed a contract for an ensuing school year, a teacher who fails to
813 perform thereunder (unless discharged or medically unable to perform), or who
814 requests release therefrom after June 30, shall pay to the District a sum of three
815 hundred dollars (\$300), or after July 31 shall pay to the District a sum of five
816 hundred dollars (\$500), or on or after the first day of the particular teacher
817 contract year shall pay the District a sum of one thousand dollars (\$1,000) as
818 the reasonable and foreseeable costs of securing a replacement, unless the
819 Board waives such payment upon request for extraordinary circumstances. The
820 Board may condition acceptance of a request for release from contract upon
821 payment of such sum.
822

823 It is further agreed the District may withhold such sum from payment of any
824 monies yet to be paid to the teacher, but this shall not be construed to be the
825 exclusive manner of enforcement of this provision.
826

827 **1.05(7) Special Terms**
828

829 **A. Special Exhibit of Individual Teacher's Contract**
830

831 In addition, a copy of the individual teacher's contract shall become an
832 exhibit in the Master Agreement.
833

834 **B. Special Exhibit of 1.05(6)**
835

836 Each individual teacher's contract will contain the language of 1.05(6).
837

838 **C. Special Exhibit of Master Agreement Contract**
839

840 The individual contract shall contain: "This contract is subject to the
841 provisions of any applicable Master Agreement between the Board and the
842 teachers' bargaining representative, and the provisions of such Master
843 Agreement are incorporated herein, and in the event of conflict between the
844 terms stated on this contract and the terms of such Master Agreement, the
845 latter controls."
846

847
848 **1.06 Continuing Contract**
849

850 **1.06(1) Exempting Notice of Renewal**
851

852 If negotiations are not completed by March 15, the Board will apply the
853 continuing contract law (Section 118.22[2][3], Wisconsin Statutes) by not issuing
854 a notice of renewal of contract.

855
856 **1.06(2) Wisconsin Statute 118.22(2)**
857

858 On or before March 15 of the school year during which a teacher holds a
859 contract, the School Board by which the teacher is employed or a School District
860 employee at the direction of the School Board shall give the teacher notice of
861 refusal to renew his/her contract for the ensuing school year. If no such notice
862 is given on or before March 15, the teaching contract then in force shall continue
863 for the ensuing school year. A teacher who received a notice for renewal of
864 contract for the ensuing school year or a teacher who does not receive a notice
865 of renewal or refusal to renew his/her contract for the ensuing school year on or
866 before March 15, shall accept or reject in writing such contract not later than the
867 following April 15. No teacher may be employed or dismissed except by a
868 majority vote of the full membership of the School Board. Nothing in this section
869 prevents the modification or termination of a contract by mutual agreement of
870 the teacher and the School Board. No such Board may enter into a contract of
871 employment with a teacher for any period of time as to which the teacher is then
872 under a contract of employment with another Board.
873

874
875 **1.07 Procedure for Nonrenewal**
876

877 Section 118.22(3), Wisconsin Statutes, shall apply on notice of nonrenewal. The
878 following procedure shall be followed:
879

880 **1.07(1) Purpose**
881

882 The purpose of the following procedure is to assure every teacher (who is being
883 considered for nonrenewal) in the Fort Atkinson Public Schools an opportunity to
884 be heard by the Board before a determination of nonrenewal of the teacher's
885 contract is made, and to assure the Board that all matters relevant to the matter
886 of nonrenewal of the teacher's contract are presented for its consideration.
887

888 **1.07(2) Preliminary Notice**
889

890 The Board shall give preliminary notice to any teacher who is being considered
891 for nonrenewal, pursuant to Wisconsin Statute 118.22(3). Such preliminary
892 notice shall be given to the teacher on or before February 28 of the school year.
893 Sections 4.01(1) through 4.01(2) in this Agreement must have been followed
894 prior to giving such preliminary notice to any employee who is not on probation.
895 For purposes of this section, an employee is not on probation if he/she has
896 completed four semesters of duties at the time the notice is given.
897

898 **1.07(3) Steps for Notification**
899

900 **A. Teacher Request for Reason(s) of Nonrenewal with Timelines**
901

902 Within five (5) days after receipt of preliminary notice, the teacher may file
903 with the Board a request for a written statement of reasons for the proposed
904 nonrenewal, if said statement is not contained in the preliminary notice. The
905 Board shall furnish such statement to the teacher either personally or by
906 certified mail within five (5) days after receipt of such request.

907
908 **B. Teacher Request for Board Hearing with Timelines**
909

910 Within five (5) days after receipt of the written reasons for the proposed
911 nonrenewal or within five (5) days after receipt of the preliminary notice, the
912 teacher may request that, in lieu of the statutory conference, a hearing be
913 held by the Board on the matter.
914

915 **C. Teacher Hearing Timeline Requirements**
916

917 Upon receipt of the request for an open or executive hearing, the Board shall
918 hear the matter within twenty (20) days thereafter.
919

920 **1.07(4) Due Process Requirements of Hearing**
921

922 The hearing shall be conducted in a manner to guarantee “due process” to the
923 extent the teacher facing nonrenewal is entitled thereto under the Constitution of
924 the United States, including:
925

926 **A. Right to Examine**
927

928 The right to examine, confront, and cross-examine witnesses, and
929

930 **B. Right of Representation**
931

932 The right to be represented by an attorney or other representative.
933
934

935 **1.08 Physical Examinations**
936

937 **1.08(1) Employment Examination(s)**
938

939 Upon initial employment, a teacher must have a physical examination and
940 present a written statement “School Health Form” indicating freedom from
941 contagious or disabling illness. Thereafter, should a teacher’s health indicate
942 such, the District Administrator may require a physical examination or
943 examinations. The cost of such required examination(s) shall be borne by the
944 Board.
945

946 **1.08(2) Waiver Provision**
947

948 The District Administrator may waive the 1.08(1) physical exam requirement if
949 the new teacher can provide evidence that will fulfill legal requirements.
950
951

952 **1.09 Teacher Assignments**
953

954 **1.09(1) Teacher Certification**
955

956 Teachers will be assigned to teach only in those areas in which they are
957 certified.

958
959 **1.09(2) Vacancies, Transfers, and Reassignments**
960

961 **A. Giving Notice of Vacancies of Nonadditive Pay Positions**
962

963 Notice of vacancies or newly created contractual positions which are not
964 covered by the "Additive Schedule" (Exhibit 6.03) shall be published by
965 posting on the official bulletin board in each building and the District's web
966 page as soon as practicable following the receipt of written notice of vacancy
967 or decision to create a new position. Such notice shall include a description
968 of the position and the name and location of school or schools. From
969 October 1 through May 31, all applications for such positions shall be made
970 in writing to the District Administrator within five (5) school days of such
971 publication. Within five (5) school days after receipt of application, the
972 District Administrator, after an individual conference with the teacher, shall
973 act upon the request and his/her determination shall be final and binding.
974 Notice for vacancies or newly created contractual positions shall be posted
975 on the official bulletin board in each building and the District's web page. All
976 applications for such positions shall be made in writing to the District
977 Administrator within five (5) calendar days (excluding the Fourth of July) of
978 such posting. Within five (5) days after receipt of application, the District
979 Administrator, after an individual conference with the teacher, shall act upon
980 the request and his/her determination shall be final and binding.
981

982 **B. Giving Notice of Vacancies of Additive Pay Positions**
983

984 Notice of vacant or newly created positions which are covered by the
985 "Additive Schedule" (Exhibit 6.03) shall be published by the District
986 Administrator by posting on the official bulletin board in each building and
987 the District's web page as soon as practicable following his/her receipt of
988 written notice of vacancy or decision to create a new position. Such notice
989 shall include: the title of the position, the grade level(s) involved, and the
990 name of the school(s) where the duties of the position are to be performed.
991 All applications for such positions shall be made in writing to the District
992 Administrator within ten (10) school days after publication of such notice.
993

994 **C. Transfers**
995

996 Teachers who desire a change in grade and/or subject assignment or who
997 desire a transfer to another building may file a written statement of such
998 desire with the District Administrator on or before February 28. Whenever
999 such request can be considered, the District Administrator shall hold an
1000 individual conference with the teacher or teachers and act upon the request.
1001 The District Administrator's determination shall be final and binding.
1002

1003 **D. Reassignments**
1004

1005 Whenever it becomes necessary to reassign a teacher or teachers because
1006 of changes in enrollment and/or subject registration, principals shall be
1007 responsible for reassignments within their jurisdiction. All reassignments will
1008 be made after consultation with staff members concerned and shall be in
1009 their major, minor, and/or special field of training.

1010
1011 **1.09(3) Layoff and Reinstatement Following Layoff**
1012

1013 **A. Determining Rank-Order List for Layoffs**
1014

1015 Whenever a reduction in the number of teachers is deemed necessary by
1016 the Board, the Board will prepare a rank-ordered list of all experienced
1017 teachers in the District from the greatest point total to the least. (See Part B,
1018 Step 3 below.) A copy of the list shall be given to each teacher on or before
1019 February 15. The list shall also itemize after each teacher's name, the
1020 teacher's point total (as of February 1), the area(s) in which they currently
1021 teach, and the area(s) in which they are currently certified to teach.
1022

1023 **B. Determining Positions to be Eliminated and Notification Under Section**
1024 **118.22, Wisconsin Statutes**
1025

1026 The Board, after consultation with the District Administrator(s), and after
1027 representatives of the FEA have been given an opportunity to provide input
1028 on an advisory basis, will then determine which teacher positions (or
1029 fractions thereof) are to be eliminated for the ensuing year. The individual
1030 teachers affected by that decision will then be determined by the following,
1031 in the order listed, the procedure set forth below. A notice of layoff for the
1032 following school year and a written explanation of reasons shall be
1033 forwarded to each teacher affected on or before May 30. A list of the names
1034 of the teachers so affected shall be forwarded to the FEA by the same date.
1035

1036 **1. Step 1 – Retirements and Resignations**
1037

1038 Normal attrition resulting from teachers retiring or resigning will be relied
1039 upon to the extent it is administratively feasible.
1040

1041 **2. Step 2 – Probationary Teachers**
1042

1043 Teachers who have completed three (3) years of teaching or less in the
1044 District shall be laid off first. The Board shall select those teachers who
1045 are to be laid off.
1046

1047 **3. Step 3 – Experienced Teachers**
1048

1049 **a. Teachers with More than Three (3) Years Experience**
1050

1051 Teachers who have completed more than three (3) years of teaching
1052 in the District shall be laid off only in the event that the use of Steps 1
1053 and 2 above do not affect the necessary staff reduction.
1054

1055 **b. Retaining Teachers with More Than Three (3) Years Experience,**
1056 **Seniority, and Certification**
1057

1058 Should further reduction be necessary, the Board shall first retain
1059 those teachers possessing current teaching certificates with the
1060 greatest amount of seniority in the District (as defined using the
1061 following point system, based upon the number of years of
1062 experience in the District and the number of credits earned while
1063 teaching in the District), who are qualified by virtue of their existing
1064 certification to teach in those areas of discipline to be preserved.

c. **Point System for Seniority**

The point system shall be:

Years of teaching experience in this District (number that will be completed when the layoff takes effect.)

Credits earned (as of February 1) while teaching in this District.

Number of Years

Points

3	2
4	4
5	6
6	8
7	10

For credits earned after the Bachelor's Degree and before the Master's Degree: one (1) point for every six (6) credits up to a maximum of six (6) points.

For each year beyond seven (7), add two (2) more points. Unlike the salary schedule, there will be no limit in this category for layoff purposes.

For credits earned after the Master's Degree: one (1) point for every six (6) credits with no limit.

d. **Exclusions**

Excluded from an accumulation of years of experience in this District are:

- 1) Substitute teachers;
- 2) Graduate residents;
- 3) Interns;
- 4) Student teachers;
- 5) Days in excess of one hundred ninety (190) in a contract year;
- 6) Any unpaid leave-of-absence time.

e. **Part-Time Teachers**

Regular part-time teachers' years of experience in this District will be based on full-time equivalency using the number of days in a standard FTE teaching contract as a "year." In such a case or in a case where a teacher is full time but for only part of the year, the result shall always be rounded off to the nearest one-half (1/2) year. Since each year is worth two (2) points, one-half (1/2) of a year would be worth one (1) point.

f. **Breaking Point System Ties**

In the event that two or more teachers are equal by using the point system, then the teacher with the fewest total number of years of teaching experience, including outside the District experience, shall be laid off first. In the event that this method is still not decisive, the Board shall make the final selection of who is to be laid off.

1120
1121
1122 **C. Exemption from Seniority System**
1123

1124 Every attempt will be made to reassign duties (curricular and/or
1125 extracurricular) in order to adhere to the point system layoff. Where the
1126 duties cannot be reassigned, the teacher with those duties will be exempt
1127 from layoff, but the Board shall not use this provision in an arbitrary or
1128 capricious manner.
1129

1130 **D. Securing Other Employment**
1131

1132 No teacher may be prevented from securing other employment during the
1133 period he/she is laid off under this policy.
1134

1135 **E. Reinstatement Provisions**
1136

1137 No new or substitute appointment shall be made before reinstatement has
1138 been offered to any teacher previously laid off from the District who is
1139 certified to fill the position. When there is a choice, the last person to be laid
1140 off shall be the first to be reinstated. It shall be the responsibility of the
1141 teacher to notify annually the District Administrator on or before February 28
1142 of his/her desire to be reemployed.
1143

1144 **F. Restoration of Benefits**
1145

1146 All benefits to which teachers were entitled at the time of their layoffs,
1147 including unused accumulated reimbursable absence and credited years of
1148 service and education, will be restored to teachers upon their return to active
1149 employment; and such teachers will be placed on the proper step of the
1150 salary schedule, except as entitlement to such benefits and/or placement
1151 may have been affected by a subsequent collective bargaining agreement.
1152

1153 **G. Expiration of Recall Rights**
1154

1155 The recall rights and benefits listed above shall be null and void after two (2)
1156 years following layoff.
1157

1158 **H. Insurance Provisions**
1159

1160 The Board shall allow any teacher who is laid off the right to participate in
1161 available group insurance programs for up to one (1) year following layoff, at
1162 the teacher's expense, provided the teacher remits payment therefore in
1163 advance and in accordance with other reasonable District rules for the
1164 efficient administration of this Subsection H.
1165

1166 **1.09(4) Job Share**
1167

1168 1. Definition
1169

1170 "Job Sharing" is hereby defined as a voluntary program,
1171 instituted by the District whereby two teachers share one (1)
1172 full time equivalent position.
1173

1174 2. Eligibility

- a.) Applicants must apply as a team
b.) Teachers must be fully certified to teach the subject/grade levels involved in the job share.

3. Application

Eligible teachers who wish to be considered for job sharing as a team should submit a joint application to the District Administrator prior to February 1 for job sharing intended to be effective for the following school year. Applications will be processed on forms provided by the District.

4. Approval

Requests for Job sharing participation must be approved by the School Board prior to the commencement of any job share. The Board shall respond to the applicants within (2) weeks of the next scheduled Board meeting following the deadline application of February 1. The Board retains complete and absolute discretion with respect to all applications for job sharing. The Board's denial of a job share application/proposal shall not be the subject of a grievance or arbitration. If the job share proposal application is denied, the board and/or designee shall forward a written explanation for the denial to the applicants and the FEA.

5. Assignments and Responsibilities

The Board shall assign shared job holders specific responsibilities at the time the job-sharing contract is signed. Job assignments and responsibilities of the two job share members shall not exceed a 1.0 FTE.

A list of job responsibilities shall be appended to the individual contract and shall include:

- a.) A description of the job to be shared and the percent of FTE for which the contract is let, as well as all of the provisions related to benefits.
b.) Allocation of preparation time and planning responsibilities between the job sharers.
c.) Grade reporting requirements.
d.) Faculty meeting and parent conference responsibilities.
e.) Extra-duty assignments and compensation for same, if any.

6. Contract

Job sharing teachers will be required to sign a one (1) year contract with the percentage of teaching time designated, and the remaining percentage shall be designated as unpaid leave time.

7. Proration of Benefits

Wages and fringe benefits provided by this agreement shall be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works except that the Board will continue to pay 100 % of dental premium. Credited service during the job share will be reported as .5 FTE equals one year Credited service.

8. Retention of Right

Shared job members who are laid off shall retain all staff reduction rights.

9. Once a shared job has been established, full-time members with seniority may not bump into that position unless the action is necessitated by layoffs.

10. Return to Full-Time Status

Job sharing members will be required to return to full-time status or be placed on layoff in the event the shared position is discontinued by the District or if one of the participants in a shared job is unable to continue in this assignment or he/she is laid off. If the District determines to discontinue the job share, the District must offer the equivalent percentage of work held by the job sharers prior to the job share to each participant. Job sharers who determine to end a job share may return to full-time status on the basis of qualifications held for open positions. Job sharing teachers waive the right to "bump" less senior full-time employees should the job sharer return to full-time employment due to the decision of the job sharers. The more senior job sharer shall have the right of first refusal to return to full-time in the position that was formerly the job share.

11. Coordination Time for Job Share Assignment

Time necessary for the coordination of the job shared teaching assignment responsibilities, shall be performed on the job sharer's time.

12. Limitations of Job Sharing Opportunities

Job sharing shall be limited to a total of three FTE positions/six (6) teachers district wide.

13. Job Share Impact on Total FTE

Job sharing shall not cause the reduction of total FTE positions nor fractions thereof.

2.00 PREPARATION TIME AND OTHER SPECIAL PROVISIONS

2.01 Preparation Time

It shall be the policy of the District to provide at least five (5) preparation periods to approximate an average of forty-five (45) continuous minutes each for the teacher during the school week unless the building schedule necessitates four (4) or five (5) periods of longer duration. Travel time, where applicable, shall not be considered preparation time.

2.01(a) Records Days

In addition to the current records day, members will have one-half day (i.e., noon to 3:30 PM, noon to 3:20 PM on Fridays) records day added at the end of the first quarter and one-half day at the end of the third quarter in lieu of one student contact day for the purposes of grading.

2.02 Paraprofessional Help for Staff Use

The District shall employ, at the discretion of the District Administrator, paraprofessionals to serve in schools to release teachers from various nonprofessional tasks, such as noon-hour supervision, preparation of materials, playground supervision, etc. However, in no way does this paraprofessional assistance prevent teachers from individually volunteering to perform such duties.

2.03 Duty-Free Lunch Period

Teachers will be provided with a continuous duty-free lunch period equal to the students' lunch period except where the teachers are expected to supervise their students from the classroom to and through the lunch line. This supervisory responsibility will not exceed ten (10) minutes in duration.

2.04 Teacher Equality

Guaranteed to all teachers is full equality with other citizens in the exercise of their political rights and responsibilities (i.e., voting, discussing political issues, campaigning for candidates, and running for and serving in public office, etc.) which does not require excessive time from his/her position; but teachers shall refrain from exploiting the institutional privileges of their professional positions to promote candidates or parties and activities.

2.05 Voluntary Dues Deduction

It is agreed by and between the District and the FEA that effective with the employee's first paycheck, the employer will deduct from the monthly earnings of those employees in the collective bargaining unit who are members of the FEA an amount of money to provide for monthly payments of dues as certified by the President of the FEA, and that the amounts so deducted pursuant to such authorization of the employee shall be remitted to the Treasurer of the FEA within ten (10) days following the normal date of payment. Said deductions shall be made by the employer continuously for each employee covered by this agreement for each month the employee's name appears on this District's payroll. The employer shall be relieved of this deduction responsibility for one (1) year (beginning with the September check) for those employees whose names appear on an exclusion list certified by the President of the FEA to be accurate. The President of the FEA shall be responsible for getting said list into the hands of the District's Business Manager on or before the September payroll cutoff date.

2.06 Fair Share Agreement

- A. All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws.
- B. The District shall deduct in equal installments from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the Association as provided in Section 111.70(1)(f), Wisconsin Statutes, and as certified to the District by the Association. The District shall pay said amount to the Treasurer of the Association on or before the end of the month in which such deduction was made. The date for the commencement of these deductions shall be determined by the Association; however, all employees shall be required to pay their full annual fair share assessment regardless of the date on which their fair share deductions commence. The district will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.
1. For purposes of this Article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association and by the District pursuant to Section 2.05 (Dues Deduction) or paid to the Association in some other manner authorized by the Association. The Association shall notify the District of those employees who are exempt from the provisions of this Article and shall notify the District of any changes in its membership affecting the operation of the provisions of this Article.
 2. The Association shall notify the District of the amount certified by the Association to be the fair share of the cost of representation by the Association and the date for the commencement of fair share deductions by the payroll cutoff date preceding any required fair share deduction.
- C. The Association agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the District of any change in the amount of such fair share costs.
- D. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a 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.
- E. The Association, (and the Wisconsin Education Association Council), does (do) hereby indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the District pursuant to this Article; provided that the defense of any such claims, demands, suits, or other forms of

liability shall be under the control of the Association and its attorneys. However, nothing in this Section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

3.00 PROFESSIONAL IMPROVEMENT AND OTHER BENEFITS

3.01 Credit Approval for Salary Schedule Advancement

3.01(1) Criteria for Advancement on Salary Schedule

All credits meeting either of the following criteria shall be approved for salary schedule advancement.

A. Credit in Teaching Assignment

All college or university credits taken in the area(s) related to one's teaching assignment.

B. Credit Approved by District Administrator

All credits approved in advance by the District Administrator.

3.01(2) Credit Limitations

Not more than one-third (1/3) of the credits (as defined in 3.02) for advancement (i.e., twelve [12] of thirty-six [36] in the Baccalaureate Section and ten [10] of thirty [30] in the Master's Section) may be approved under Sections 3.03 or 3.04 below.

3.02 Credit Defined

The term credit as used herein shall be defined as a semester hour. Conversion from quarter (1/4) hours to semester hours shall be made via – quarter (1/4) hours x two-thirds (2/3) = semester hours.

3.03 Continuing Education Units (CEU)

Continuing Education Units (CEU) will be recognized for the purpose of advancement on the salary schedule. One (1) CEU is considered equivalent to ten (10) hours of actual learning experiences and/or activities. Three (3) Continuing Education Units (CEU) shall be recognized as equivalent to one (1) credit of college classroom experience. Permission must be obtained by staff members from their immediate supervisor prior to taking any class, workshop or educational experience for which CEU will be awarded.

1439
1440 **3.04 Nonacademic Credit Approval for Salary Schedule Advancement**
1441

1442 A committee composed of the District Administrator, two administrators appointed by the
1443 District Administrator, plus two teachers appointed by the President of the FEA shall
1444 evaluate experience (i.e., travel, work, and other nonacademic experience) in terms of
1445 hours of college credit.
1446

1447
1448 **3.05 Requirements Beyond Bachelor's Degree**
1449

1450 **3.05(1) Waiver of Specific Requirements**
1451

1452 Requirements for professional improvement shall be waived after age fifty-five
1453 (55). In case of hardship or where special circumstances warrant, the
1454 professional improvement requirements may be modified by the District
1455 Administrator provided such request is made in writing.
1456

1457
1458 **3.06 Requirements Beyond Master's Degree**
1459

1460 Teachers with a Master's Degree or BA + 36 credits are encouraged to continue their
1461 education at their discretion.
1462

1463 **3.06(1) Teachers with Life Licensure at Schedule Maximum**
1464

1465 Teachers with a Master's Degree plus 30 credits, 15 steps experience and life
1466 licensure may attend or enroll in continuing education courses at postsecondary
1467 educational institutes (UW system, technical, or private) or conferences for
1468 CEU's and/or credits not to exceed the cost of three (3) credits per year *in areas*
1469 *directly related to their teaching assignments* at the discretion of the District.
1470 The full cost of the CEU's or tuition for such course shall be reimbursed to the
1471 teacher upon successful completion of the course.
1472

1473 The reimbursement shall not exceed the cost of tuition at the UW-Madison
1474 campus.
1475

1476
1477 **3.07 Professional Meetings**
1478

1479 It shall be the policy of the District to allow representatives of the FEA to conduct
1480 business on contract days on behalf of FEA with no loss or reimbursable absence
1481 provided that FEA or other professional associations assume the cost of the substitute.
1482 Advanced notification shall be given by FEA to the District Administrator or his/her
1483 designee and the building principal or principals affected. No more than four (4)
1484 teachers shall be absent at any one time and no more than a total of fifteen (15) days
1485 absence for all teachers in any one (1) contract year shall be allowed under this policy.
1486 These days shall be taken in accordance with the policies stated above. For each
1487 occurrence, the FEA President will discuss with the District Administrator the request.
1488 Should there be failure to agree, an appeal made to an appeals committee, consisting of
1489 five members (FEA President, two FEA Executive Board members, the District
1490 Administrator, and one other administrator) may be made to resolve the professional
1491 differences. Such days shall not be used for compensatory time.
1492
1493

1494 **3.07(1) Board-Approved Professional Meetings**

1495
1496 The Board encourages teacher participation in professional education meetings
1497 at the expense of the District and without loss of reimbursable absence at the
1498 discretion of the District Administrator.
1499

1500 **3.07(2) Afternoon Meetings Called by Principals, Supervisors, FEA, or District**
1501 **Administrator**

1502
1503 Monday after school shall be reserved for meetings called by principals,
1504 supervisors, or the District Administrator. Wednesday after school shall be
1505 reserved for the FEA. This does not preclude meetings that may be necessary
1506 on other days of the week. Attendance at meetings called by principals,
1507 supervisors, or the District Administrator is compulsory unless specifically
1508 excused.
1509

1510 **3.07(3) Right to Post Notices, Use District Mail, and Limitations**

1511
1512 The FEA shall have the right to post notices of its activities and matters of the
1513 FEA's concern on teacher bulletin boards, at least one of which shall be
1514 provided in a central location in each building. The FEA shall have the right to
1515 use the District mail, e-mail service, teacher mailboxes, and teacher e-mail
1516 accounts for communication to teachers. However, no matter critical to the
1517 School District including "urgent advisories" or "sanction notices" relating to this
1518 District may be posted. Such matter may be removed at the discretion of the
1519 District Administrator.
1520

1521 **3.07(4) Right to Use District Buildings for Meetings**

1522
1523 The FEA and its representatives shall have the right to use school buildings for
1524 meetings provided that when a special custodial services is required, the Board
1525 may make a reasonable charge therefor.
1526

1527 **3.07(5) Right to Conduct FEA Business on School Property and Limitations**

1528
1529 Duly authorized representatives of the FEA and their respective affiliates shall
1530 have the right to transact official FEA business on school property at all
1531 reasonable times, provided that this shall not interfere with or interrupt normal
1532 school operations. No FEA views on matters relating to supervisor-teacher or
1533 Board-FEA relationships will be discussed in the presence of students.
1534

1535 **3.07(6) Right to Use Facilities and Equipment for FEA Business**

1536
1537 The FEA shall have the right to use school facilities and office and audiovisual
1538 equipment -- when such equipment is not otherwise in use.

1539
1540 **3.07(7) FEA Provides Its Own Supplies**
1541

1542 Supplies and costs in connection with such equipment use will be furnished or
1543 paid for by the FEA.
1544

1545 **3.07(8) WEAC Convention**
1546

1547 The WEAC Convention days shall be designated on the school calendar
1548 (Exhibits 6.04 and 6.05) but will be regarded as unpaid holidays, not contract
1549 days.
1550

1551 **3.07(9) National Board Certified Teachers (NBCT)**
1552

1553 The Board will allow candidates for National Board Certification paid leave up
1554 to two (2) days per contract year for attending workshops or to work on portfolio
1555 assessment exercises. The District will allow the use of district equipment (e.g.
1556 computers, video cameras, DVD-R, and copy machines) to candidates and
1557 Nationally Board Certified Teachers.
1558

1559 **3.08 Salary and Fringe Benefits**
1560

1561 **3.08(1) Staff Members on Schedule**
1562

1563 The salary schedule will include all personnel except supervisory and
1564 administrative staff, custodial staff, secretarial and clerical staff, health service
1565 staff, and cafeteria staff.
1566

1567 **3.08(2) Salary Calendar**
1568

1569 The salary schedule adopted, effective the first day of the adopted calendar,
1570 shall serve in determining salaries under these employment policies.
1571

1572 **3.08(3) Pay Outside Regular Calendar**
1573

1574 Any employee on the salary schedule whose employment is for a period greater
1575 than the number of contract days (as defined in 1.05[3]) shall be paid in the
1576 reciprocal of the number of contract days (as defined in 1.05[3]) times the zero
1577 (0) level in the column in which the teacher's qualifications place him/her for
1578 each additional day of employment.
1579

1580 **3.08(4) Board Pays Teacher Portion of Wisconsin State Retirement System**
1581

1582 The Board agrees to pay a portion of each teacher's share of the Wisconsin
1583 State Retirement System. That portion is to be (6) percent of each teacher's
1584 contract salary exclusive of any additive due to any additional assignment.
1585

1586 Effective July 1, 2011, employees will be responsible for 50% of the total WRS
1587 contribution.
1588

1589 **3.08(5) Payments**
1590

1591 Effective with the 2011-2012 school year, Teachers will be paid on the fifteenth
1592 and last day of each month via direct deposit. In the event a pay day falls on a
1593 weekend or holiday observed by the federal government, payments will be

distributed on the business day immediately preceding the regular pay day. Also effective with the 2011-2012 school year, the teacher will have the option of receiving her/his payments spread out over twelve (12) months or ten (10) months. Unless the teacher specifies otherwise, the default option will be twelve (12) months. If the teacher chooses the ten (10) month option, she/he must provide the District with written notice prior to the first contracted work day of the school year. If the teacher chooses the ten (10) month option, the first payment of the contract year will be made on September 15, and the last payment will be made on June 30. Once the ten (10) month option is elected, this election will remain in effect for the teacher until the District receives written notice prior to the first contracted work day of any succeeding school year to cancel the ten (10) month election effective with the start of the succeeding school year.

3.09 Recruitment

The Board reserves the right for the District Administrator to hire teaching personnel at a salary above the schedule if it appears in the best interest of the school system. The amounts may be absorbed in any future general salary advance.

3.10 Reimbursable Absence

3.10(1) Yearly Increments, Limits, and Use

A professional employee shall be granted a maximum of the (10) days reimbursable absence in any one school year. The total accumulation of reimbursable absence shall be one hundred ten (110) days. This absence is granted for personal illness or injury with the Board having the right to request medical evidence of illness. Such reimbursable absence shall accrue at the rate of one (1) day per month, except in the case of first and second year teachers, who shall be credited with ten (10) days in September. In instances where a nonprobationary employee has exhausted his/her accumulated reimbursable absence for personal illness, the employee shall have deducted from his/her salary a sum equivalent to the cost to the Board of obtaining substitute teachers, until the employee can return to his/her duties or he/she is being covered under the disability insurance. New teachers who leave the employ of the District prior to completion of their contract and who have been granted reimbursable absence in excess of the accrued rate shall have these excess days deducted from their salary in accordance with the present policy (3.10[3]). The word "day" as used in this paragraph shall be construed to include all duties which would normally have been performed on that day as a result of an assignment covered by the "Additive Schedule."

3.10(2) Granting Reimbursable Absence by Principal or District Administrator for Reasons Other Than Personal Illness or Personal Injury

Reimbursable absence may be granted for reasons other than personal illness or injury by the employee's building principal or the District Administrator. The denial for such request cannot be based on the employee's availability of a personal business day (3.10[8]).

3.10(3) Criteria for Pay Loss

If a teacher is absent for reasons other than the above or in excess of an accumulated reimbursable absence, except for personal illness, the reciprocal of

the number of contract days (as defined in 1.05[3]) times the basic contracted salary shall be deducted for each day of absence.

3.10(4) Termination of Rights to Reimbursable Absence

When a teacher leaves the employ of this District, all rights to reimbursable absence are terminated except as provided in 1.09(3), Part F.

3.10(5) Pregnancy as an Illness

The Board shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom, as they would treat any personal illness or disability for all job related purposes.

3.10(6) Medical Clearance to Resume Duties After a Major Illness

Following major surgery, accident, or illness, medical clearances must be obtained before a resumption of teaching duties. The Board may, from time to time, require of a teacher who is absent due to any personal illness or disability the submission of a written statement of intent to return to the job as soon as physically able to do so. Any notice shall be considered received when sent by registered letter, return receipt requested, to the teacher's last known address. Failure of a teacher to submit such statement within twelve (12) days of the receipt will result in termination of all rights and benefits to which such teacher would otherwise be entitled due to such absence, unless such teacher is determined to be unable physically and mentally to provide such written statement.

Any false representation hereunder may subject the teacher to discipline including discharge.

3.10(7) Notice of Accumulated Reimbursable Absence Leave

With each regular payroll payment, a teacher will receive notice of her/his accumulated reimbursable absence leave totals as determined by Section 3.10(1) of this Agreement.

3.10(8) Personal Business Leave

Each teacher employed in the District shall be allowed two (2) discretionary leave days per school year, equivalent to their normal duty day. The second of these days, if used, will be deducted from the teacher's reimbursable absence leave and is not subject to reimbursement under paragraph F of this section. These leave days are subject to the following conditions:

A. Personal Business Leave Not Cumulative

They are not cumulative, but are in addition to all other types of reimbursable absence.

B. Advance Notice

The teacher's principal or immediate supervisor shall be given forty-eight (48) hours advance notice and a lesson plan covering the period of absence shall be provided.

1704
1705 **C. Teacher Priority**
1706

1707 The choice of day shall be on a first request basis.
1708

1709 **D. Building Allocation**
1710

1711 The number of teachers absent on Personal Business Leave from each
1712 building on any given day except the SWEIO Day shall not exceed:

1713
1714 High School - 2; Barrie - 1; Rockwell -1
1715 Middle School - 2; Purdy - 1; Luther -1
1716

1717 There is no limit to the number of teachers that may be absent on Personal
1718 Business Leave on the SWEIO Day.
1719

1720 **E. Limited During the Last Ten Days of Instruction**
1721

1722 No Personal Business Leave Days may be taken during the last ten (10)
1723 days of instruction of the school year.
1724

1725 **F. Reimbursement for Unused Personal Day**
1726

1727 Staff not utilizing their personal day in a school year will be reimbursed \$60
1728 by the school district in their June paycheck.
1729

1730 **3.10(9) Jury Duty**
1731

1732 Any teacher who is obligated to be absent from his/her teaching duties because
1733 he/she has been summoned for jury service will not lose any income as a result
1734 of that service (i.e., the District shall pay the teacher the same amount and in
1735 the same manner as they would have if the teacher had not been absent).
1736 However, any teacher who is absent for jury service shall be obligated to:
1737

1738 A. Return to his/her teaching duties as soon as it is practicable, and
1739

1740 B. All monies received for jury service during contract days, exclusive of the
1741 amount received for mileage, lodging, meals, or parking, shall be remitted to
1742 the Business Manager of the District within ten (10) days of receipt
1743 accompanied by a copy of the check stub.
1744

1745 **3.11 Military Leave**
1746

1747 Military leave will be granted and reemployment will be governed by the provisions of the
1748 "Universal Military Training Act." If National Guard or Reserve encampment should
1749 occur during the school year, the teacher required to participate shall be granted a
1750 temporary leave of absence. The employee will receive his/her regular salary minus that
1751 which he/she shall receive from the government for each school day spent in
1752 government service.
1753

1754 **3.12 Insurance Provisions**
1755

1756 Present insurance coverage will be at a level of benefits set forth in insurance policies
1757 for 1982-83.* The Board may change the carrier provided the level of benefits are equal
1758 to or better than those in existence for 1982-83.*

Reasonable deviation from present benefit levels may be made when the Board is unable to secure at least two (2) competing bids for benefits exactly equal to the present coverage. The Board will solicit bids from a minimum of four (4) insurance carriers, including the current carrier.

If reasonable deviation results in diminution of a specific benefit, compensating increases in specific insurance benefits within the specific insurance category must be included so as to provide equivalency of benefits in total.

The FEA will be consulted concerning change of insurance carriers and/or level of benefits prior to change. If the Board and the FEA disagree on whether the requirements for changing carriers and/or level of benefits under this Section have been satisfied, the issue will be decided in arbitration prior to the change being made pursuant to Step 4 of the grievance procedure of this Contract, provided however only the FEA or the Board may initiate such arbitration. Whichever side loses such arbitration proceeding shall pay for the full cost of the arbitrator. Arbitration must be initiated within ten (10) school days (as defined in the Collective Bargaining Agreement) following initial discussion between the Board and the FEA of intent to change carriers and/or level of benefits.

* Effective 11/1/95 the parties to this agreement voluntarily changed the health insurance "standard" from a \$50/person major medical deductible per calendar year (maximum of two (2) per family) to a \$100/person up-front deductible per calendar year (maximum of two (2) per family). The parties further agreed that this change would not operate to nullify or void any collective bargaining or arbitration history, in whole or in part.

* Effective 10/1/00 the parties to this agreement voluntarily changed the long-term disability insurance "standard" from that "in existence in 1982-83" to a policy having a benefit of 90% of salary after a 60-day elimination period.

3.12(1) Hospital-Medical Insurance

The District will pay ninety percent (90%) of the hospital-medical plan for full-time employees. For part-time employees, the District shall pay a pro rata share of the ninety percent (90%).

Effective August 1, 2011: The District will pay eighty-seven and four-tenths percent (87.4%) of the hospital-medical plan for full time employees. For part-time employees, the District shall pay a pro rata share of the eighty-seven and four-tenths percent (87.4%).

3.12(2) Life Insurance

The District will pay ninety percent (90%) of the life insurance policy premium. Each professional employee may elect to carry life insurance to the nearest five hundred dollars (\$500) of (but not to exceed) double his/her annual salary.

3.12(3) Disability Insurance

The District will pay one hundred percent (100%) of the disability insurance policy premium

3.12(4) Dental Insurance

The District will pay one hundred percent (100%) of the dental insurance policy premium.

3.12(5) New Employees' Coverage

All insurances shall commence on the first of the month following start of duties.

3.12(6) Cash in Lieu of Insurance (hereinafter "CLI")

A. Availability

Active bargaining unit employees working half-time or more may elect a cash payment in lieu of ("CLI") the District's health and/or dental insurance benefits. This CLI option shall be available to all bargaining unit members consistent with any open enrollment periods established by the District.

Note: Absent a "qualifying event" (such as employee marriage, loss of spouse coverage, etc.), employees who forego enrollment in either the health and/or dental insurance coverage (at either the point of initial eligibility as a new District employee or at any point during employment with the District), should expect to have to prove insurability (i.e., go through health/dental underwriting), accept restrictions on coverage for pre-existing conditions, or wait for the next "open enrollment period" in order to enroll at a later date.

Bargaining unit members shall have the ability to enroll in the health and/or dental insurance plans when a qualifying event occurs. Upon entry into the District's health and/or dental insurance plans, however, that employee's participation in the CLI program shall cease.

B. Employee Election

Prior to September 1 of each year current employees wishing to elect the CLI benefit for the upcoming school year shall complete a District-provided application. This application will require proof that the employee is covered under another health and/or dental insurance plan. Absent a mid-year (September through August) exception (such as an employee changing to her/his spouse's coverage, etc.), employees must make a written annual CLI election prior to each September 1. When a mid-year exception occurs and an election is made, payment of the CLI benefit shall begin the month following the District's receipt of the election and required proof of other coverage.

(1) Employee Election for New Employees

Payments shall be based on the employee's eligibility date, which is the first of the month following the first day worked. Employees not electing health and/or dental coverage, and those who are not permitted to elect health and/or dental coverage because they are married to staff members of the District who have elected health and/or dental coverage, where eligible, may elect the CLI option no later than September 1 or their first day of work if after September 1. Employees who fail to elect the CLI option before September 1 or their first day of work must wait until the next school year.

C. CLI Benefit Amount & Payment

The monthly payment amount of the CLI benefit will be equal to forty percent (40%) of the District's cost for an individual (not family) health or dental plan less any applicable payroll expenses (e.g., social security, etc.). For part-time employees, the cash payment will be prorated in the same manner as the District's contribution to the cost of the insurance for individual (not family) coverage would have been.

D. Effective Date/Trial Period

This provision shall become effective for the 2010-2011 school year. This provision shall cease to exist and will be removed from the contract as of August 31, 2015 and will not be considered part of the status quo unless the parties specifically agree to continuing this benefit as is or in a modified form and incorporate same into the 2015-2017 Master Agreement. Should this provision be removed as stated herein, a health and dental insurance open enrollment period shall be made available.

3.13 Extra Pay for Extra Work

3.13(1) Nonadditive Activity Assignment

Teachers may be assigned to and expected to participate in advising and supervising all activities without extra compensation except those enumerated on the "Additive Schedule."

3.13(2) Pay Independent of Salary Schedule

Extra pay for extra work shall be independent of salary scale increments.

3.13(3) Limitations

Extra curricular assignments, including those assignments with extra pay, will be made by the administration in the best interest of the District; however, in general, no coach, director, or teacher-in-charge shall be paid for more than two (2) assignments.

3.13(4) Substitute Pay

There shall be a base rate of eighteen dollars (\$18.00) per hour or thirty cents (30 cents) per minute for staff members substituting for other staff members.

3.13(5) Department Chairperson

The principals of the middle and high schools shall, after consultation with all members of each department, appoint a departmental chairperson. If the individual selected consents to the appointment, he/she shall meet the following qualifications and have the duties specified below.

The qualification of the chairperson will be:

A. Must hold a certificate in the field assigned.

B. Must have made significant progress beyond the Baccalaureate Degree.

The chairperson acts as a departmental advisor to the principal in matters of textbook selection, selection and assignment or reassignment of staff, and in the selection of instructional aids. The chairperson in cooperation with the principal and the director of instruction will insure that a scope and sequence instrument is available for each course within the department.

Assignments as chairpersons will be made only where an adequate amount of released time from noninstructional duties will allow fulfillment of the responsibilities of the chairperson.

3.13(6) Mileage Compensation

Any employee required or authorized to use a personal vehicle for the performance of District activities, shall be compensated at the IRS rate.

The established flat rate payments for employees routinely traveling between buildings in the District shall be determined on the basis of the IRS rate.

3.13(7) Extra Days for Counselors

Guidance counseling services will be increased by ten (10) contract days at both the middle and high schools beyond the normal teachers' contract. Which counselors will work the extra days, and when the additional days will be worked, will be decided by the counselors involved and their building principal.

3.14 Summer Curriculum Work and Summer Behind-the Wheel Driver Education

An allowance may be paid for curriculum work and summer behind-the-wheel driver education outside the regular contract year. Such allowance shall be paid at the hourly rate of eight-hundredths of a percent (0.08%) of the BA minimum. Payment shall be made in one of the following ways:

3.14(1) When Compensation Exceeds Five Hundred Dollars (\$500)

If the amount of compensation exceeds five hundred dollars (\$500), payment shall be made by separate paycheck.

3.14(2) When Compensation Does Not Exceed Five Hundred Dollars (\$500)

If the amount of compensation is five hundred dollars (\$500) or less, payment shall be made by adding the amount to the teacher's regular monthly paycheck.

3.15 Teaching Summer School

Except for classes developed by non-bargaining unit teachers, bargaining unit teachers will be offered the opportunity to teach summer school before non-bargaining unit teachers. Effective with the Summer School session in 2011, the pay for teachers who are not bargaining unit members shall be at the employer's discretion. Effective with the Summer School session in 2012, the pay for bargaining unit teachers shall be at the curriculum rate.

Bargaining Unit Teachers employed to teach summer school shall be paid a minimum amount according to the following formula:

The fraction of the normal teaching day, times the reciprocal of the number of contract days (as defined in 1.05[3], times the contracted salary, times the number of summer school days taught.

Each approximately fifty-minute (50-minute) period taught shall constitute one-seventh (1/7) of a day. Payment shall be made in one (1) of the following ways:

3.15(1) When Compensation Exceeds Five Hundred Dollars (\$500)

If the amount of compensation exceeds five hundred dollars (\$500), payment shall be made by separate paycheck.

3.15(2) When Compensation Does Not Exceed Five Hundred Dollars (\$500)

If the amount of compensation is five hundred dollars (\$500) or less, payment shall be made by adding the amount to the teacher's regular monthly paycheck.

3.16 Part-Time Teachers

Teachers contracted to teach a part of a day shall be paid an amount according to the following formula:

The fractional part of a normal teaching day, times the reciprocal of the number of contracted days (as defined in 1.05[3]), times the salary one would expect as a full-time teacher at a comparable position on the current salary schedule, times the number of contracted days.

4.00 STAFF SUPERVISION/EVALUATION, CONTINUING EMPLOYMENT, TEACHER RECORDS AND JUST CAUSE

4.01 General Supervision/Evaluation

The primary purpose of certified employee supervision/evaluation is to improve instruction. The process may also be used to make personnel decisions. All supervision/evaluation will be done by administrators licensed and/or certified by the State of Wisconsin.

4.01(1) Probationary Teachers

A probationary teacher is one who is beginning/renewing his/her employment with the District. The probationary period will be two (2) years; however, at the sole discretion of the administration, the probationary period may be extended for one (1) year for the purpose of remediation and/or evaluation. During each of the probationary years, the probationary teacher will be formally observed for not less than seventy-five (75) minutes, of which one formal observation must be a full class period. Each formal observation will be followed by a conference between the evaluator and the teacher; each formal observation will be followed by a written description of the results of the formal observation and conference.

The conference shall be held within nine (9) working days; the written classroom supervision report will follow the observation within fifteen (15) working days.

4.01(2) Nonprobationary Teachers

At a minimum, nonprobationary teachers shall be formally supervised and evaluated every three (3) years. During the period of evaluation, the teacher will be formally observed for not less than sixty (60) minutes of which one formal observation must be a total of thirty (30) consecutive minutes. Each formal observation will be followed by a conference between the evaluator and the teacher; each formal observation will be followed by a written description of the results of the formal observation and conference. The conference shall be held within nine (9) working days; the written classroom supervision report will follow the observation within fifteen (15) working days.

4.01(3) Evaluation

Both probationary and nonprobationary teachers shall receive a written evaluation during any period they are formally evaluated. The evaluation format will be discussed prior to the onset of the evaluation process with those teachers being evaluated. This written evaluation shall be based on a Board adopted job description, and shall include observation of the individual's performance as part of the evaluation data.

4.01(4) Nonrenewal of Nonprobationary Teachers

Whenever a question of nonrenewal is raised, such questions shall be raised no later than the end of the first semester and shall follow no less than two (2) conferences between the evaluator and the teacher. An additional conference among evaluator, teacher, District Administration, and if desired by the employee, a member of the FEA to be a silent observer, shall be held before any recommendation is made to the Board regarding a nonrenewal of the teacher's contract. If an evaluator determines that a nonprobationary teacher may be subject to nonrenewal, the evaluator shall prepare a remediation plan for that teacher. Nonprobationary teachers who do not make reasonable progress on the remediation plan are subject to nonrenewal procedures.

4.02 Teacher Records and Files

4.02(1) Right to Review Personnel File

A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at District expense of any documents contained therein. A teacher shall be entitled to have a representative of the FEA accompany him/her during such review.

4.02(2) Derogatory Material in File and Acknowledgement

No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall 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 shall also have the right to submit a written answer to such material and his/her answer shall be

reviewed by the District Administrator or his/her designee and attached to the file copy.

4.02(3) Confidentiality of Teacher Files

The District agrees to protect the confidentiality of personal references, academic credentials, and other similar documents received prior to the teacher's initial employment. It shall not establish any separate personnel file which is not available for the teacher's inspection.

4.03 Just Cause

A teacher who has completed his/her probationary period shall not be discharged, nonrenewed, or suspended without just cause. (Nonrenewal, as used in this Section, shall not be construed to include layoff.)

5.00 GRIEVANCE PROCEDURE

5.01 Utilizing Grievance and Arbitration Procedure

It is agreed that the grievance and arbitration procedures set forth herein shall be utilized by the FEA or to the extent available by the individual teacher within the unit for any and all claims regarding wages, hours, and conditions of employment established in this Agreement which the FEA or said individual teacher has or might have against the Board or District. Nothing herein, however, shall preclude the FEA or the aggrieved teacher from utilizing any available prohibited practice procedure under any applicable law.

5.02 Definition

5.02(1) Grievance Defined

A "grievance" is defined as a dispute concerning the interpretation or application of any of the terms or provisions of this Agreement.

5.02(2) School Day Defined

A "school day" is defined as one (1) of the days included in the teaching contract. However, during the period between the end of one (1) school year and the beginning of another school year (approximately June 10 to September 1), the time limits set forth herein will be exhausted by the running of weekdays (Monday through Friday) rather than school days.

5.03 Procedural Steps for Handling Grievance

If any employee covered by this Agreement of the FEA has a grievance, the following procedural steps shall apply:

5.03(1) Step 1 -- Resolution through Principal

An aggrieved party shall, within ten (10) school days from the date of the alleged grievance, attempt to resolve the grievance by oral discussion with the principal or supervisor of such aggrieved party.

5.03(2) Step 2 -- Resolution through District Administrator

2141
2142 **A. Filing Deadlines and Grievance Content**
2143

2144 If the aggrieved party is not satisfied with the decision of the principal or
2145 supervisor at Step 1 and desires that the grievance be considered further,
2146 said aggrieved party shall reduce the alleged grievance to writing and shall
2147 within ten (10) school days after the discussion in Step 1, but no later than
2148 fourteen (14) school days from the date of the event or events giving rise to
2149 the grievance, file the grievance with the District Administrator, and mail a
2150 copy to the FEA and the principal or supervisor involved. A grievance which
2151 is not timely filed and mailed shall be deemed resolved against the
2152 aggrieved party. The written grievance shall indicate the issue involved, the
2153 date(s) the alleged violation occurred, the relief sought, and the specific
2154 section(s) of the Agreement upon which the grievance is based.
2155

2156 **B. Timelines and District Administrator's Conference**
2157

2158 The District Administrator, within five (5) school days after receipt of the
2159 grievance, shall arrange a meeting with the aggrieved party and the FEA to
2160 discuss the grievance. Said meeting shall be held within fifteen (15) school
2161 days following receipt of the grievance unless the aggrieved party agrees
2162 otherwise, and subsequent meetings may be scheduled as agreed by all
2163 parties.
2164

2165 **C. Timelines and District Administrator's Response**
2166

2167 The District Administrator, within ten (10) school days following the final
2168 meeting, shall give a written answer regarding the grievance to the
2169 aggrieved party and the President of the FEA.
2170

2171 **5.03(3) Step 3 -- Resolution through Board**
2172

2173 **A. Filing Deadlines and Grievance Content**
2174

2175 If the aggrieved party is not satisfied with the District Administrator's decision
2176 in Step 2, and desires the grievance be considered further, said aggrieved
2177 party may file the grievance in writing with the Clerk of the Board within ten
2178 (10) school days after receipt of the District Administrator's answer. A
2179 grievance not timely filed with the Clerk of the Board shall be deemed finally
2180 resolved against the aggrieved party. The written grievance filed with the
2181 Clerk may be a copy of the grievance filed with the District Administrator
2182 under Step 2, or if not a copy, shall contain the information required therein,
2183 and in either case shall include a statement explaining the reason or
2184 reasons for dissatisfaction with the District Administrator's decision.
2185

2186 **B. Timelines and Board Hearing**
2187

2188 The Board shall consider the grievance in closed session, either at its next
2189 regular meeting or any special meeting called for the purpose in the interim.
2190 The aggrieved party and the President of the FEA shall receive notice of the
2191 meeting at which the grievance shall be considered at least five (5) school
2192 days prior to said meeting, unless the aggrieved party waives such time
2193 period in order to facilitate a Board request to consider the grievance at a
2194 time which makes impracticable the five (5) school days notice. The FEA
2195 and the aggrieved party shall have the right to present their position to the

Board at such meeting. All parties shall be entitled to representation by counsel at the meeting.

C. Timelines and Board Response

The Board within ten (10) school days after the meeting shall advise the aggrieved party and the FEA in writing of the action taken with regard to the grievance.

5.03(4) Step 4 -- Resolution through Arbitrator

A. Filing Deadlines and Grievance Content

If the FEA is not satisfied with the Board's decision in Step 3 and desires that the grievance be considered further, said FEA may, within eight (8) school days of receipt of written notice of said decision, file a written request with the Wisconsin Employment Relations Commission to appoint a panel of five (5) names from which the parties will choose an arbitrator as hereinafter provided. The request shall also ask that a copy of the panel of names provided be sent to the Board and the address of the Board shall be set forth to permit compliance therewith. A copy of said request shall be filed with the Clerk of the Board within the said eight (8) school days. The FEA shall be the only party eligible to appeal the decision of the Board to arbitration. If the request is not timely filed with the Wisconsin Employment Relations Commission and the Clerk of the Board, the grievance shall be deemed finally resolved against the aggrieved party, and the grievance will be ineligible for appeal to arbitration.

B. Timelines and Selecting Arbitrator

Within five (5) school days following receipt of the panel of names from the Wisconsin Employment Relations Commission, the FEA President or his/her representative and the District Administrator or his/her representative shall meet and decide upon an arbitrator for the matter. The arbitrator shall be chosen by striking from the panel, alternately, until one (1) person remains, who shall be the arbitrator. A coin may be tossed to determine who first strikes a name from the panel.

C. Arbitrator's Response

The appeal of a grievance to arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to further limit the scope of the hearing. The arbitrator shall be limited to interpreting specific provisions of this Agreement and shall not have authority to modify, add to, change, or ignore any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

5.04 Group Grievance

To avoid the filing of multiple grievances by teachers with identical claims, the FEA may process the grievance commencing at Step 2 hereof. In cases of group grievances, the FEA shall be an aggrieved party.

2251	
2252	5.05 <u>Nonrecrimination</u>
2253	
2254	No teacher shall be the subject of disciplinary, discriminatory or retributory action
2255	because he/she has filed a grievance.
2256	
2257	6.00 LIST OF EXHIBITS CONTAINED IN THE AGREEMENT
2258	
2259	
2260	6.01 <u>2009-2010 Salary Schedule</u>
2261	
2262	
2263	6.02 <u>2010-2011 Salary Schedule – Step Freeze Implemented</u>
2264	
2265	
2266	6.02(a) <u>2011-2012 Salary Schedule</u>
2267	
2268	
2269	6.03 <u>Additive Schedule</u>
2270	
2271	
2272	6.04 <u>2009-2010 Calendar</u>
2273	
2274	
2275	6.05 <u>2010-2011 Calendar</u>
2276	
2277	
2278	6.05(a) <u>2011-2012 Calendar</u>
2279	
2280	
2281	6.06 <u>Individual Teacher’s Contract</u>
2282	
2283	
2284	6.07 <u>Grandfathering Retirement Provision</u>
2285	
2286	
2287	6.08 <u>Addendum</u>
2288	
2289	
2290	6.09 <u>Letter Agreement – Cash in Lieu of Insurance</u>

TERMS OF AGREEMENT

I. Savings Clause

If an article or Section of the Agreement or an Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or Section should be restrained by such tribunal, the remainder of this Agreement and Addenda thereto shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such (invalid) Article or Section.

II. Provision for Individual Contracts

All individual teacher contracts shall be written in accordance with the provisions of this Agreement.

III. Special Terms

A. Agreement Binding Unless Modified through Mutual Consideration

This Agreement shall be binding for the 2009-2012 school years.

B. Temporary Suspension of Subsection 3.05

Subsection 3.05 Requirements Beyond Bachelor's Degree shall be null and void during the term of this Agreement. It is further agreed that the year when this subsection is returned to full force and effect shall be regarded as the first year of employment for all employees covered by this Agreement for purposes of administration of this subsection thereafter. (The intent of the parties is to suspend the local obligation to periodically earn credits while revenue limits are in effect on the District.)

C. Mileage Compensation

If either party to this Agreement desires a change in the mileage rate contained in Section 3.13(6) for the second year of this Agreement, said party shall give notice to the other of its desire to modify the rate not later than April 15 of the first year of this Agreement. In the event a modification is requested, a good-faith effort will be made to reach agreement on this issue by June 15, but in any event, not later than the date on which final agreement is reached on the Salary Schedule for the second year of this Agreement (Exhibit 6.02). Under no circumstances will a mileage rate be changed retroactively.

D. Agreement to Remain in Full Force and Effect

This Agreement shall remain in full force and effect pending all negotiations concerning modifications of any of the provisions hereof. This Agreement shall take effect the 1st day of July 2009 and remain in effect until the 30th day of June 2012.

**FORT ATKINSON EDUCATION
ASSOCIATION, INC.:**

BOARD OF EDUCATION:

President

President

Chairperson of FEA Negotiating Team

Clerk

Date

Date

EXHIBIT 6.01
2009-2010
SALARY SCHEDULE

2009-2010
Salary Schedule

Step	Year	BA	BA+6	BA+12	BA+18	BA+24	BA+30	MA/BA+36	MA+6	MA+12	MA+18	MA+24	MA+30
0	X	1.00	1.02	1.04	1.06	1.08	1.10	1.12	1.14	1.15	1.17	1.19	1.22
		31,668	32,301	32,934	33,568	34,201	34,834	35,468	36,101	36,418	37,051	37,684	38,634
1	X	1.04	1.06	1.08	1.10	1.12	1.14	1.16	1.18	1.19	1.21	1.24	1.27
		32,934	33,568	34,201	34,834	35,468	36,101	36,734	37,368	37,684	38,318	39,268	40,218
2	0	1.08	1.10	1.12	1.14	1.16	1.18	1.20	1.22	1.24	1.26	1.29	1.32
		34,201	34,834	35,468	36,101	36,734	37,368	38,001	38,634	39,268	39,901	40,851	41,801
3	1	1.12	1.14	1.16	1.18	1.20	1.22	1.25	1.27	1.29	1.31	1.34	1.37
		35,468	36,101	36,734	37,368	38,001	38,634	39,584	40,218	40,851	41,485	42,435	43,385
4	2	1.16	1.18	1.20	1.23	1.25	1.27	1.30	1.32	1.34	1.36	1.39	1.42
		36,734	37,368	38,001	38,951	39,584	40,218	41,168	41,801	42,435	43,068	44,018	44,968
5	3	1.20	1.23	1.25	1.28	1.30	1.32	1.35	1.37	1.39	1.41	1.44	1.47
		38,001	38,951	39,584	40,535	41,168	41,801	42,751	43,385	44,018	44,651	45,601	46,551
6	4	1.24	1.28	1.30	1.33	1.35	1.37	1.40	1.42	1.44	1.46	1.49	1.52
		39,268	40,535	41,168	42,118	42,751	43,385	44,335	44,968	45,601	46,235	47,185	48,135
7	5	1.28	1.32	1.34	1.38	1.40	1.42	1.45	1.47	1.49	1.51	1.54	1.57
		40,535	41,801	42,435	43,701	44,335	44,968	45,918	46,551	47,185	47,818	48,768	49,718
8	6	1.32	1.35	1.38	1.42	1.44	1.46	1.50	1.52	1.54	1.56	1.59	1.62
		41,801	42,751	43,701	44,968	45,601	46,235	47,501	48,135	48,768	49,401	50,351	51,302
9	7			1.42	1.46	1.48	1.50	1.54	1.56	1.59	1.61	1.64	1.67
			44,968	46,235	47,185	48,135	48,768	49,401	50,351	50,985	51,935	52,885	53,835
10	8, 9, & 10			1.46	1.49	1.52	1.54	1.58	1.60	1.63	1.66	1.69	1.72
			46,235	47,185	48,135	49,401	50,035	51,302	51,935	52,885	53,835	54,785	55,735
11	11					1.56	1.58	1.62	1.64	1.67	1.70	1.73	1.76
					49,401	50,035	50,668	51,618	52,568	53,518	54,468	55,418	56,368
12	12							1.66	1.68	1.71	1.74	1.77	1.80
								52,568	53,202	54,152	55,102	56,052	57,002
13	13							1.72	1.73	1.75	1.78	1.81	1.84
								54,468	54,785	55,418	56,368	57,318	58,268
14	14							1.76		1.79	1.82	1.85	1.88
								55,735	56,685	57,635	58,585	59,535	60,485
15	15										1.89	1.92	1.96
											59,852	60,802	61,752
16	16												2.00
													63,335
17	17												

Note: MA / Step 14 is a "grandfathered" step that is not available for FEA members to move into.

EXHIBIT 6.02
2010-2011
SALARY SCHEDULE

2010-2011
Salary Schedule (Step Freeze Implemented)

Step	Year	BA	BA+6	BA+12	BA+18	BA+24	BA+30	MA/BA+36	MA+6	MA+12	MA+18	MA+24	MA+30
0	X	1.00	1.02	1.04	1.06	1.08	1.10	1.12	1.14	1.15	1.17	1.19	1.22
		31,965	32,604	33,244	33,883	34,522	35,161	35,801	36,440	36,760	37,399	38,038	38,997
1	X	1.04	1.06	1.08	1.10	1.12	1.14	1.16	1.18	1.19	1.21	1.24	1.27
		33,244	33,883	34,522	35,161	35,801	36,440	37,079	37,719	38,038	38,678	39,317	40,596
2	0, 1	1.08	1.10	1.12	1.14	1.16	1.18	1.20	1.22	1.24	1.26	1.29	1.32
		34,522	35,161	35,801	36,440	37,079	37,719	38,358	38,997	39,637	40,276	41,235	42,194
3	2	1.12	1.14	1.16	1.18	1.20	1.22	1.25	1.27	1.29	1.31	1.34	1.37
		35,801	36,440	37,079	37,719	38,358	38,997	39,637	40,276	41,235	41,874	42,833	43,792
4	3	1.16	1.18	1.20	1.23	1.25	1.27	1.30	1.32	1.34	1.36	1.39	1.42
		37,079	37,719	38,358	39,317	39,956	40,596	41,554	42,194	42,833	43,472	44,431	45,390
5	4	1.20	1.23	1.25	1.28	1.30	1.32	1.35	1.37	1.39	1.41	1.44	1.47
		38,358	39,317	39,956	40,915	41,554	42,194	43,153	43,792	44,431	45,071	46,030	46,989
6	5	1.24	1.28	1.30	1.33	1.35	1.37	1.40	1.42	1.44	1.46	1.49	1.52
		39,637	40,915	41,554	42,513	43,153	43,792	44,751	45,390	46,030	46,669	47,628	48,587
7	6	1.28	1.32	1.34	1.38	1.40	1.42	1.45	1.47	1.49	1.51	1.54	1.57
		40,915	42,194	42,833	44,112	44,751	45,390	46,349	46,989	47,628	48,267	49,226	50,185
8	7	1.32	1.35	1.38	1.42	1.44	1.46	1.50	1.52	1.54	1.56	1.59	1.62
		42,194	43,153	44,112	45,390	46,030	46,669	47,947	48,587	49,226	49,865	50,824	51,783
9	8	1.42	1.46	1.48	1.46	1.48	1.50	1.54	1.56	1.59	1.61	1.64	1.67
		45,390	46,669	47,308	47,947	48,587	49,226	49,865	50,824	51,464	52,423	53,382	54,341
10	9, 10, & 11	1.46	1.49	1.52	1.49	1.52	1.54	1.58	1.60	1.63	1.66	1.69	1.72
		46,669	47,628	48,587	49,226	49,865	50,505	51,144	51,783	52,423	53,062	54,021	54,980
11	12	1.56	1.56	1.58	1.56	1.58	1.62	1.64	1.64	1.67	1.70	1.73	1.76
		49,865	50,505	51,144	51,783	52,423	53,062	53,701	54,340	54,980	55,619	56,258	57,217
12	13	1.66	1.66	1.68	1.66	1.68	1.72	1.74	1.74	1.77	1.80	1.83	1.86
		53,062	53,701	54,340	54,980	55,619	56,258	56,897	57,536	58,175	58,814	59,453	60,092
13	14	1.72	1.72	1.74	1.72	1.74	1.78	1.80	1.80	1.83	1.86	1.89	1.92
		56,258	56,897	57,536	58,175	58,814	59,453	60,092	60,731	61,370	62,009	62,648	63,287
14	15	1.76	1.76	1.78	1.76	1.78	1.82	1.84	1.84	1.87	1.90	1.93	1.96
		59,453	60,092	60,731	61,370	62,009	62,648	63,287	63,926	64,565	65,204	65,843	66,482
15	16	1.86	1.86	1.88	1.86	1.88	1.92	1.94	1.94	1.97	2.00	2.03	2.06
		62,648	63,287	63,926	64,565	65,204	65,843	66,482	67,121	67,760	68,399	69,038	69,677
16	17	1.96	1.96	1.98	1.96	1.98	2.02	2.04	2.04	2.07	2.10	2.13	2.16
		65,843	66,482	67,121	67,760	68,399	69,038	69,677	70,316	70,955	71,594	72,233	72,872
17	18	2.06	2.06	2.08	2.06	2.08	2.12	2.14	2.14	2.17	2.20	2.23	2.26
		69,038	69,677	70,316	70,955	71,594	72,233	72,872	73,511	74,150	74,789	75,428	76,067

Note: MA / Step 14 is a "grandfathered" step that is not available for FEA members to move into.

**2011-2012
Salary Schedule**

Note: MA / Step 14 is a "grandfathered" step that is not available for FEA members to move into.

EXHIBIT 6.03**ADDITIVE SCHEDULE**

The School District of Fort Atkinson is an equal employment opportunity employer. This additive Schedule is designed to provide remuneration on an equal basis for men and women. The numbers listed in this additive schedule are percentages of \$31,668 for 2009-10 and \$31,965 for 2010-11.

EXPERIENCE

	<u>0 and 1 Year</u>	<u>2 and 3 Years</u>	<u>4 Years and Over</u>
Football:			
Head Coach	11.0	12.5	15.0
Assistant	7.2	8.1	9.8
Freshman	6.6	7.5	9.0
Cross Country:			
Head Coach	7.0	8.0	9.5
Assistant	4.6	5.2	6.2
Basketball – Boys:			
Head Coach	11.0	12.5	15.0
Assistant	7.2	8.1	9.8
Freshman	6.6	7.5	9.0
7 th & 8 th Grade	5.0	5.7	6.8
Basketball – Girls:			
Head Coach	11.0	12.5	15.0
Assistant	7.2	8.1	9.8
Freshman	6.6	7.5	9.0
7 th & 8 th Grade	5.0	5.7	6.8
Wrestling:			
Head Coach	11.0	12.5	15.0
Assistant	7.2	8.1	9.8
Freshman	6.6	7.5	9.0
7 th & 8 th Grade	5.0	5.7	6.8
Swimming – Boys:			
Head Coach	8.0	9.1	10.9
Assistant	5.2	5.9	7.1
Swimming – Girls:			
Head Coach	8.0	9.1	10.9
Assistant	5.2	5.9	7.1
Volleyball – Boys:			
Head Coach	7.0	8.0	9.5
Assistant	4.6	5.2	6.2
Freshman	4.2	4.8	5.7
Volleyball – Girls:			
Head Coach	7.0	8.0	9.5
Assistant	4.6	5.2	6.2
Freshman	4.2	4.8	5.7
7 th & 8 th Grade	3.3	3.7	4.5

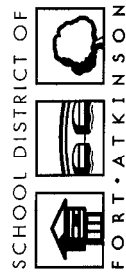
	<u>EXPERIENCE</u>		
	<u>0 and 1 Year</u>	<u>2 and 3 Years</u>	<u>4 Years and Over</u>
Soccer – Boys:			
Head Coach	7.0	8.0	9.5
Assistant	4.6	5.2	6.2
Soccer – Girls:			
Head Coach	7.0	8.0	9.5
Assistant	4.6	5.2	6.2
Baseball:			
Head Coach	8.0	9.1	10.9
Assistant	5.2	5.9	7.1
Freshman	4.8	5.5	6.6
Softball – Girls:			
Head Coach	8.0	9.1	10.9
Assistant	5.2	5.9	7.1
Freshman	4.8	5.5	6.6
7 th & 8 th Grade	3.3	3.7	4.5
Golf:			
Head Coach	7.0	8.0	9.5
Track – Boys:			
Head Coach	9.7	11.0	13.2
Assistant	6.3	7.2	8.6
7 th & 8 th Grade	3.3	3.7	4.5
Track – Girls:			
Head Coach	9.7	11.0	13.2
Assistant	6.3	7.2	8.6
7 th & 8 th Grade	3.3	3.7	4.5
Tennis – Boys:			
Head Coach	7.0	8.0	9.5
Assistant	4.6	5.2	6.2
Tennis – Girls:			
Head Coach	7.0	8.0	9.5
Assistant	4.6	5.2	6.2
Athletic Director/Girls Sports Coord. (High School)	9.7	11.0	13.2
Athletic Director (Middle School)	4.0	4.6	5.5
Intramural Director:			
Middle School	3.0	3.6	4.5
High School	3.3	3.9	4.8
Weight Room Supervisor/ Equipment Manager (36 Weeks)	7.2	8.1	9.8

	<u>EXPERIENCE</u>		
	<u>0 and 1 Year</u>	<u>2 and 3 Years</u>	<u>4 Years and Over</u>
Cheerleader Advisor:			
High School	4.0	5.0	6.0
Middle School	3.0	3.6	4.1
Pom Pon Advisor	4.0	5.0	6.0
Instrumental Director	5.5	6.3	7.5
Vocal Director	4.1	4.7	5.6
Teacher-in-Charge	6.6	7.5	9.0
Unit Leader	4.1	4.7	5.6
* Intern Supervision	3.7	4.2	5.0
Forensics:			
Director	4.1	4.7	5.6
Asst. High School Director	2.7	3.0	3.6
Middle School Director	3.5	4.0	4.8
Middle School Drama Director (Two Plays)	7.0	8.0	9.5
High School Play/Musical:			
Drama Director	3.5	3.9	4.8
Music Director	3.5	3.9	4.8
Business Manager (Per Play/Musical)	1.0	1.1	1.4
Technical Director	3.5	3.9	4.8
Debate:			
Head Coach	7.0	8.0	9.5
Assistant	4.6	5.2	6.2

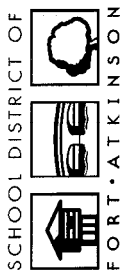
* Whenever an intern is a member of a team, all regular teachers of that team shall share in the additive amount.

Nothing herein shall be construed as requiring the Board to continue any position or activity on the Additive Schedule shown in Exhibit 6.03.

2009-2010 CALENDAR
SCHOOL DISTRICT OF FORT ATKINSON



School District of Fort Atkinson
2009-2010 Calendar



January 2010						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December 2009						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2009						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2009						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2009						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

August 2009						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2010						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2010						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2010						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

March 2010						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2010						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

First Day of School - September 1

Student Days

Noon Dismissal
October 2nd
November 6th
November 24th
February 25th
March 26th
April 16th
May 7th
June 10th

Holiday/Vacation/Convention (No Classes)

Labor Day - September 7
WEAC Convention - October 29-30
Thanksgiving - November 26-27
Winter Break - December 23-January 3
Spring Break - March 29-April 2
Memorial Day - May 31

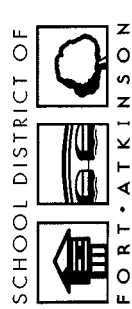
Elementary Conferences

November 16-19
February 15-18

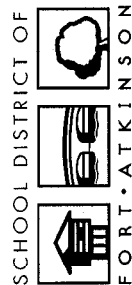
High School Conferences (Middle School to be determined)

November 12, 16 and April 12

EXHIBIT 6.05
2010- 2011 CALENDAR
SCHOOL DISTRICT OF FORT ATKINSON



School District of Fort Atkinson
2010-2011 Calendar



January 2011						
Su	M	Tu	W	Th	F	Sa
						1
		2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December 2010						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2010						
Su	M	Tu	W	Th	F	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2010						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2010						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

August 2010						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2011						
Su	M	Tu	W	Th	F	Sa
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2011						
Su	M	Tu	W	Th	F	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2011						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

March 2011						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2011						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

First Day of School - September 1

Student Days

Noon Dismissal
 September 24th
 October 27th
 November 5th
 February 24th
 March 18th
 April 1st
 May 6th
 June 9th

Holiday/Vacation/Convention (No classes)

Labor Day - September 6
 WEAC Convention - October 28-29
 Thanksgiving - November 25-26
 Winter Break - December 23-January 2
 Spring Break - March 21-25
 Memorial Day - May 30
Elementary Conferences
 November 15-18
 February 14-17
High School Conferences (Middle School to be determined)
 November 11, 15 and April 7

2011-2012 CALENDAR
SCHOOL DISTRICT OF FORT ATKINSON

SCHOOL DISTRICT OF
FORT • ATKINSON

**School District of Fort Atkinson
2011-2012**

SCHOOL DISTRICT OF
FORT • ATKINSON

January '12

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

December '11

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November '11

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October '11

Su	M	Tu	W	Th	F	Sa
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2	3	4	5	6	7	8
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16	17	18	19	20	21	22
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30	31					

September '11

Su	M	Tu	W	Th	F	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
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August '11

Su	M	Tu	W	Th	F	Sa
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16	17	18	19	20	21	22
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30	31					

July '12

Su	M	Tu	W	Th	F	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June '12

Su	M	Tu	W	Th	F	Sa
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23	24	25	26	27	28	29
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May '12

Su	M	Tu	W	Th	F	Sa
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2	3	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April '12

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

March '12

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February '12

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

First Day of School

Non-Student Contact Days (Teacher Contract Days)

Teacher Orientation Days: August 29 and 30
District Staff Development Day: August 31
Semester Records Day: January 23
SWEIO: February 24

Noon Dismissal - Teacher Records Days
November 4, March 30, June 8 (end of quarters)

Noon Dismissal - Professional Development
October 7, December 2, January 13, February 23, April 27

Holiday/Vacation/Convention (No Classes)

Labor Day - September 5
WEAC - October 27-28
Thanksgiving - November 24-25
Winter Break - December 23-January 2
Spring Break - March 19-23 (Easter April 8)
Memorial Day - May 28

Comp Days for Conferences:
November 23 and April 6

New Teachers Report

August 24 and 25

Parent / Teacher Conferences

Elem: November 17 & 21, February 18 & 20
MS: November 15 & 17, March 6 & 8
HS: November 10 & 14, April 5

EXHIBIT 6.06

TEACHER'S CONTRACT SCHOOL DISTRICT OF FORT ATKINSON Fort Atkinson, WI 53538

IT IS HEREBY AGREED by and between the Board of Education of Fort Atkinson, Wisconsin, School District of Fort Atkinson, hereinafter designated School Board, and «NameFirstName» «NameMiddleName» «NameLastName» a professionally trained educator legally qualified in the State of Wisconsin, hereinafter designated Teacher, that said Teacher is to perform the services as a(n) «FTE» FTE «POSITIONDescription» teacher at «Building» in the schools of said District for a term of 187 days for the sum of «CalculatedContract» commencing on or about the ____ day of ____, ____9, and for such service properly rendered the said School Board is to pay said Teacher the amount due according to this contract in twelve (12) monthly installments payable on the twentieth of each month.

IT IS FURTHER AGREED that this contract is made subject to the provisions of Section 118.22 and of Chapter 40 of the Wisconsin Statutes. This contract is also subject to all rules and regulations of the said School Board now existing, or which hereafter and before the termination of this contract may be adopted by said School Board as reasonable supplements thereto. Said School Board agrees to furnish said Teacher with a written copy of such rules and regulations.

The undersigned Teacher represents to the School Board that «NameFirstName» is not under a contract of employment with another school district for any period covered by this contract.

The undersigned Teacher realizes that the School Board has a fair share agreement with the Fort Atkinson Education Association, Inc. and is obligated to withhold the sum specified therein from the Teacher's paychecks and remit it to the Fort Atkinson Education Association, Inc. in accord therewith (Sec. 2.06) in the Master Agreement.

The parties understand and agree that this is a solemn, binding contract not to be breached by either party without sufficient grounds. The contract may be terminated before the end of the term by mutual agreement of both parties.

Having signed a contract for an ensuing school year, a Teacher who fails to perform thereunder (unless discharged or medically unable to perform), or who requests release therefrom after June 30, shall pay to the District a sum of three hundred dollars (\$300.00) or after July 31, shall pay to the District a sum of five hundred dollars (\$500.00), or on or after the first day of the particular Teacher's contract year, shall pay the District a sum of one thousand dollars (\$1,000.00) as the reasonable and foreseeable costs of securing a replacement, unless the Board waives such payment upon request for extraordinary circumstances. The Board may condition acceptance of a request for release from contract upon payment of such sum. It is further agreed the District may withhold such sum from payment of any monies yet to be paid to the Teacher, but this shall not be construed to be the exclusive manner of enforcement of this provision.

This contract is subject to the provision of any applicable agreement between the Board of Education and the Teacher's bargaining representative and the provisions of such Master Agreement are incorporated herein, and in the event of conflict between the terms stated on this contract and the terms of such agreement, the latter controls.

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

Dated this ____.

Credited Experience: «YrsExpProfileYrsExp2» Year(s) Degree: «Lane»+ «CurrentCredits»

Salary Schedule: «Lane»+ «LaneCredits»/Step «Step»

Extra Days: «NumberofDays1» Extra Days' Salary: «CalculatedContract1»

Total Contract Days: «NumberofDays»+«NumberofDays1»

Extra Duty: «ASSIGNMENTDescription2» «CalculatedContract2» «ASSIGNMENTDescription3» «CalculatedContract3»
«ASSIGNMENTDescription4» «CalculatedContract4»

Gross Salary: «TotalPayAmount»

I hereby accept the provisions as set forth in this contract.

Teacher's Signature_____

SCHOOL BOARD

Street Address_____

President_____

City/State/Zip_____

Clerk_____

Telephone Number_____

Treasurer_____

EXHIBIT 6.07

Grandfathering Retirement Provision

(Has been intentionally deleted – See 2001-2003 Master Agreement)

EXHIBIT 6.08

ADDENDUM

List of Teachers Hired Prior to July 15, 1991

The individuals listed below were hired prior to July 15, 1991 as outlined in Sections 1.03(2) and 1.03(3).

Agnew, Jeffrey
Amadon, Jill

Anderson, Marsha
Angus, Judith
Arndt, Scott

Athas, James
Ault, Christine

Babcock, Paul
Bahr, Wayne
Barr, Renee
Bauman, Julie
Bayreuther, Daniel
Beal-Crosby, Karen
Behl, Michelle

Beitzel, Cynthe
Berkas, Dean
Biwer-Bekhecki, Julie
Black, Pamela
Block, Judith
Borland, Glen
Bostwick, Richard

Boyer, Linda
Britson, Raymond
Brown, Karel
Bruno, Bridget
Burgess, Susan
Burrows, Carol
Buske, Kenneth

Caldwell, Rebecca
Caley, Sandra
Carlson, Elwood

Carlson, Karen
Congdon, Carol
Congdon, William
Cook, Thomas

Coulthart, Joanne
Crook, Wayne
Cusick, Susan

Dauffenbach, Debra
Deichl, Anton
Deichl, Catherine
Dethloff, Sara

Draeger, Linda
Dyson, Janis
Edwardson, Tracy
Ehrke, Jean

Erickson, John
Ertl, Dawn
Ertl, Kent

Ferris, Sandra
Ferris, William

Firari, Martha
Foley, Ryan

Friedman, Susan
Froelich, Leigh

Gatz, Audrey
Gierzak, Karen
Goding, Stephen

Gomez, Benjamin
Gomez, Karen
Goppelt, Roger
Gorman, David

Gregory, Julie
Gruber, Donald
Gulgowski, Paul

Hall, Susan
Hamm, Bonita
Hamm, Gary
Hanke, Phyllis
Harrison, Eileen
Hase, Robert

Hayes, Vicki
Held, Lori
Herdendorf, Betty
Hillyer, Lori
Hiscox, Myron
Hoenecke, Deloris

Hovel, Stephen
Hoyt, Elda
Huebner, Karen
Hunn, Patricia
Hunter, Dawn

Irvine, Kathryn
Johnson, Carole

Johnson, Dean
Jones, Denice

Jordan, Vernon

Kempf, John
Killian, Beverly
Kitzman, Jeffrey

Kneiart, Donald
Kohls, Janice
Kramer, Terry

Krause, David
Kriege, Elizabeth

*Landowski, Teresa
Lea, Mark
Lehman, Dan*

*Mann, Nancy
Massoglia, Ann
McClain, Sandra
McDonough, Shawn*

*Nelson, Sandra
Neuens, Steven*

Olsen, Ann

*Pagel, Gloria
Pick, Carol*

*Raasoch, Paul
Rasmussen, Randall
Rawinski, Bobbie
Rawinski, John*

*Schroeder, Mary
Schubert, Elizabeth
Searing, Gerald
Simon, William
Speerless, Marian
Spoerke, Laurie
Spoerke, Michael*

Thayer, Brenda

Umland, Roger

Vincent, Robert

*Wagie, Ann
Wahl, Don
Waldmann, Alan*

Zentner, Mary

*Liebmann, Margaret
Lindl, Donna
Linse, Todd*

*McIntyre, Jane
Menzer, Daniel
Meyer, Bruce
Mitchell, Patricia
Monahan, Carty*

*Newell, Janet
Newman, Nancy
Nielsen, Patricia*

Olsen, Marvin

*Pope, Marion
Price, Nancy
Probst, Susan*

*Rice, Linda
Roahen, Dan
Rogers, Christine
Roglitz, Terry
Roub, Bonnie*

*Stark, Renee
Steiner, Jane
Stewart, Sandra
Stradinger, Teresa
Stratton, Kathryn
Strey, James
Strey, Kathryn*

Tentcher, Loretta

Vitale, Amale

*Walker, Alberta
Wanie, Richard
Wright, Vicki*

Zernicke, Douglas

*Looze, Richard
Looze, Victoria*

*Montgomery, Paula
Moon, Joanne
Muehrer, Patricia
Myers, MaDonna*

*Noll, Deborah
Noll, Robert*

Olson, Paul

*Purdy, Royal
Quinn, Sylvan*

*Rowe, Patricia
Rowlinson, William
Rumppe, Roger
Ryan, Thomas*

*Strunk, Arlene
Swantz, Connie
Syens, John
Syens, Karen
Sykes, Mark*

Voight, Barbara

*Westphall, Jennie
Wilson, Eda*

EXHIBIT 6.09

Letter of Agreement **Cash in Lieu of Insurance**

(Has been intentionally deleted – See 2007-2009 Master Agreement)