8-25-1990

Racine United School District, Board of Education and Racine Education Association (1990)

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Racine United School District, Board of Education and Racine Education Association (1990)

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

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A new contract
first
School # 99808

TEACHER LABOR
AGREEMENT

1990-1992
It is the policy of the Racine Unified School District not to discriminate on the basis of sex, race, creed color, religion, national origin, marital or parental status, ancestry, pregnancy, age, sexual orientation, or physical, mental, emotional or learning disability in its educational programs, admissions, policies and practices, or employment policies as required by Title IX of the 1972 Educational Amendment, and Wisconsin Statute 118.13.

Any student or employee who believes he or she has been discriminated against, in violation of this policy, may file a written complaint with the appropriate District official as designated by the Superintendent: Title IX Coordinator, Instructional Division, 631-7052; Section 504 Coordinator, Exceptional Education Department, 631-7151.

RACINE UNIFIED SCHOOL DISTRICT
2220 Northwestern Avenue
Racine, Wisconsin 53404
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Titles and subtitles of the contract provisions are for the purpose of reference only. Titles and subtitles are not part of this Agreement and should not be considered in any subsequent interpretation of this Agreement.
1 AGREEMENT

This Agreement is made and entered into by and between the BOARD OF EDUCATION OF RACINE UNIFIED SCHOOL DISTRICT (hereinafter referred to as the "Board"), and the RACINE EDUCATION ASSOCIATION (hereinafter referred to as the "Association") this 15th day of January 1992.

The Board and the Association recognize that providing a high quality education for the children of Racine Unified School District is the most important objective. In achieving the objective, it is understood:

The Board is elected by the qualified electors of the School District as the governing body of the School District and possesses all powers delegated to a Board of Education or to a School District by the laws of the State of Wisconsin, together with the duties imposed thereby.

Providing a high quality education for the children of the School District is a shared responsibility and it is recognized that teachers have the major role in direct contact with students;

THEREFORE, the high morale of the teaching staff, which depends on the willing services of well-qualified teachers who are satisfied with the conditions provided by the Board, is a necessity.

Attainment of the objective of high quality education requires mutual understanding and cooperation between the Board and the Association. To this end, negotiations in good faith between the Board and the Association with a free and open exchange of views are desirable.

NOW THEREFORE, it is agreed as follows:
2 RECOGNITION

2.1 Exclusive Bargaining Representative

The Board recognizes the Association as the duly certified exclusive collective bargaining representative of all regular full-time and regular part-time certified teaching personnel employed by the Racine Unified School District, but excluding on call substitute teachers, interns, supervisors, administrators, and directors, as described in the certification instrument (Case 1: No. 10094 ME-172: Decision No. 7053) as issued by the Wisconsin Employment Relations Board on the 28th day of April, 1965. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association, as above described, including certified teachers in special federal or state funded programs.

This provision is set forth merely to describe the bargaining representative and the bargaining unit covered by the terms of said collective bargaining agreement, and is not to be interpreted for any other purpose.
3 PROFESSIONAL NEGOTIATIONS

3.1 Board/Association Representatives

Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by the committee, or designated representative or representatives.

3.2 Negotiate Successor Agreement

Beginning not later than January 1, the Board and the Association agree to negotiate over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning wages, hours, and conditions of employment (provided written notice of desire to negotiate a changed agreement has been given by either party pursuant to the Duration Clause of this Agreement).

3.3 Final Agreement

The final agreement reached shall be binding on both parties and apply to all teachers, be reduced to writing, and be executed by the appropriate and duly authorized officer or officers of the Association and the Board.

3.4 Negotiation Sessions

In order to facilitate negotiations between the Board of Education and the Racine Education Association, discussion sessions between representatives of the Board of Education and the Racine Education Association will be held in private unless open meetings are mutually agreed upon. This does not preclude keeping Association membership, Board members, and administrative staff informed as to progress of negotiations.

3.5 Tentative Agreements

When tentative agreements are reached, they shall be reduced to writing and shall have conditional approval pending ratification by the Board and the Association membership.

3.6 Unauthorized Work-Stoppages

3.6.1 Resolve Differences/No Interruption of School Program

The Board and the Association subscribe to the principle that differences affecting hours, wages and conditions of employment of teachers shall be resolved by the terms of this Agreement in keeping with the high standards of the profession and without interruption of the school program.

3.6.2 No Strikes/Work-Stoppages

Accordingly, the Association agrees that there should be no strikes, work-stoppages, or other concerted refusal to perform work by the teachers covered by this Agreement.
3.6.3 Association Notice to Cease and Desist

Upon notification by the Board of any unauthorized work-stoppage, the Association shall make public that it does not authorize such violation and will direct its members to cease and desist. Having given such public notice, the Association shall be freed from all liability for any breach of this Section.
4 TEACHER RIGHTS

4.1 Statutory/Constitutional Rights

The teachers and Association shall have and enjoy all of the rights and privileges granted to them by the Wisconsin Statutes and the Constitution of the United States.

4.2 Religious/Political Rights

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

4.3 No Discrimination

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

4.4 Teacher Participation in Meetings, etc.

Any teacher mutually scheduled to participate during working hours in negotiations, grievance procedures, conferences, or meetings shall suffer no loss of compensation.

4.5 No Requirement to Join Association, etc.

Nothing contained in this Agreement shall require any teacher to be a member of or to participate in any association, labor organization, employee agency, or representation plan.

4.6 Academic Freedom

4.6.1 Endorsement of Academic Freedom

The Board and the Association endorse the concept of academic freedom.

4.6.2 Guarantee of Academic Freedom

Academic freedom shall be guaranteed to teachers; no undue limitation, censorship, or artificial restraint shall be placed upon the study, investigation, presentation, or interpretation of facts and ideas.

4.6.3 Teaching Controversial Subjects

The Board and the Association recognize that children must have freedom to learn and staff have freedom to teach areas of knowledge related to the adopted curriculum, which includes teaching according to established Board policy areas considered controversial.

4.6.4 Criticism of Curricular Material/Protection of Teacher

A fair procedure shall be followed to safeguard the legitimate interests of parents, teachers, students, administration, and the community. Individuals wishing to criticize a teacher's
presentation of curricular material or controversial issues may do so in writing to the building principal and/or Superintendent. At the request of the teacher or the Association, the Board shall provide without cost to the teacher the information and support necessary to protect the teacher's academic freedom.

4.7 Personnel Files

4.7.1 Central Office Personnel File

A teacher and/or his/her designated Association representative by appointment with the Assistant Superintendent, Personnel Services shall have access to his/her personnel file located in Central Office within three (3) working days of the request.

4.7.2 Building Personnel File

A teacher and/or his/her designated Association representative by appointment with his/her school principal shall have access to his/her school building personnel file within three (3) working days of the request.

4.7.3 Information not Accessible

No teacher shall have access to the following material:

- 4.7.3.1 All information or material put into his/her file before date of his/her employment begins,
- 4.7.3.2 Recommendations for upgrading or change of position,
- 4.7.3.3 Confidential medical reports.

4.7.4 Teacher Response to Material

A teacher may respond to any material in either file. Such response shall be included in the appropriate file.

4.7.5 Source of Material

An administrator who places materials in a teacher's personnel file shall verify, upon request, the source of such material where it is not readily apparent.

4.7.6 Removal of Adverse Material

With the exception of material put into a teacher's personnel file before his/her date of employment, recommendations for upgrading or change of position, medical or health reports, teacher evaluations and other material routinely kept in the ordinary course of business, any material adverse to a teacher will be removed from the teacher's personnel file after seven (7) years, upon the teacher's written request or before seven (7) years at the discretion of the Superintendent of Schools or his/her designee.
4.7.7 Complaints

Any written complaint about a teacher or written material the teacher’s principal or other supervisor deems derogatory shall be promptly called to the teacher’s attention. The teacher may respond; his/her response shall be reviewed by the administrator, attached to the complaint or written material and included in the teacher’s personnel file.

4.7.8 Compliments

Any written compliment relating to a teacher’s job performance shall be promptly called to the teacher’s attention and shall be included in the teacher’s personnel file with the exception of compliments initiated by the Association or peers. However, these may be included at the District’s discretion.
5 TEACHER DISCIPLINE PROCEDURE

5.1 Notification to Teacher

An administrator shall promptly notify a teacher verbally or in writing of any alleged failure to comply with policies, rules, or administrative directives of the District and, where appropriate, indicate a reasonable period for their correction. Where appropriate, progressive discipline shall be applied.

5.2 Notification to Association

Any allegation in the form of written disciplinary charges that could, if proven true, result in loss of compensation or employment, will be copied and mailed to the Association.

5.3 Association Representation

A teacher is entitled to have present an Association representative when he/she is subject to warning or discipline. This excludes help sessions or meetings at which concerns are being investigated in order to make a preliminary determination whether formal disciplinary charges are warranted. After receiving written notification the Association will have a representative present at all meetings with the administration relevant to such disciplinary charges, even if the teacher is not subject to warning or discipline at that time.

5.4 Good Cause and Due Process

No teacher whose employment has become permanent shall be discharged, suspended without pay or denied a pay increment, without good cause and due process. No teacher whose employment has become permanent shall be reprimanded without good cause and the opportunity to respond to such reprimand in writing.

5.5 Suspension/Administrative Action to Teacher

When, in the judgment of the Superintendent of Schools or his/her designee, a condition or situation arises that immediately affects a teacher’s ability to function effectively in his/her assignment, the Superintendent of Schools or his/her designee may suspend such teacher with or without pay or take other appropriate administrative action.
6 TEACHER PROTECTION

6.1 Assault Report

A teacher who is assaulted in the course of his/her employment shall make a report about it to his/her principal on a form provided by the Board. Forms are available in the principal's office. The principal shall send a copy of the form to the Pupil Personnel Office, which shall send a copy to the REA.

6.2 District Assistance to Teacher

A teacher shall be informed immediately of his/her rights and obligations with respect to such assault, and informed that the District will provide assistance by obtaining relevant information from the police or principal, by accompanying the teacher in court appearance, and providing other reasonable help.

6.3 Complaint Filed with Police

If the teacher wishes to file a complaint, the principal shall call the police to investigate the assault. The principal will call the police to investigate if the teacher is physically unable to tell the principal whether he/she wishes to file a complaint.

6.4 Criminal/Civil Proceeding Against Teacher

If criminal or civil proceedings are brought against a teacher alleging he/she committed an assault in connection with his/her employment, the Board shall provide the teacher all assistance necessary pursuant to Wisconsin Stats., sec. 895.46.

6.5 Absence Due to Assault/Additional Sick Leave

A teacher who is absent as a result of being injured by an assault in the course of his/her employment will receive one hundred thirty (130) days additional sick leave without loss of pay, which shall be taken for this purpose before the teacher's sick leave defined in subsections 21.1 and 21.2. The Board's medical consultant may monitor the use of such sick leave in order to determine whether it is used appropriately.

6.6 Security Inservice Committee

A security inservice committee consisting of three (3) persons appointed by the Superintendent of Schools and three (3) persons appointed by the President of the REA will be created within a reasonable period of time after this agreement becomes effective. The committee will develop an inservice program for educational assistants functioning as school security and will present it to the Board of Education for its approval, disapproval or modification.
7 TENURE & FAIR DISMISSAL

7.1 Probationary Teachers

All teachers shall be employed on probation until the tendering of the fourth contract. Then their employment shall be permanent except as provided hereinafter in this Section or as otherwise provided in this Agreement. A probationary teacher may be terminated without good cause. A probationary teacher whose employment is terminated by the Board during the school year, excluding contract nonrenewal, shall receive two (2) weeks' severance pay at the discretion of the Assistant Superintendent for Personnel Services.

7.2 Good Cause for Discharge of Teacher

No teacher whose employment has become permanent shall be refused employment, or discharged except for inefficiency, immorality, willful violation of the provisions of this Agreement, inadequate teaching, failure to reasonably comply with administrative rules or policies, or for other good cause as stated in a written charge based on fact.

7.3 Discharge of Teacher

The discharge or refused employment of a teacher shall be subject to the grievance procedure starting at Level Two (subsection 9.3.2) or at Level Three (subsection 9.3.3) if prior hearing before the Board had been held pursuant to Wis. Stats. 118.22 and/or in consideration of due process of law rights.

7.4 Tenure

A teacher will achieve tenure as provided in Section 7.1.

7.5 Regaining Tenure

Tenure will be continued for a teacher who, once having gained tenure, returns from a leave of absence. Teachers who formerly held tenure in the District and are re-employed may regain tenure prior to the fourth year of re-employment at the discretion of the Superintendent and the Board. This Section does not apply to any teacher who terminates employment except as noted above.

7.6 Probation Period for Part-Time Teachers (more than half-time)

Part-time teachers who teach half-time or more shall be employed on probation. After continuous and successful probation of three (3) years and the gaining of the fourth contract, their employment shall be permanent except as may be provided in this Agreement.

7.7 Probation Period for Part-Time Teachers (less than half-time)

Part-time teachers who teach less than half-time shall be employed on probation, but after continuous and successful probation of five (5) years and the gaining of the sixth contract, their employment shall be permanent except as may be provided in this Agreement.
8 BOARD RIGHTS

8.1 Board Responsibility and Authority

The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the School District to the full extent authorized by law; therefore, it is understood the Board retains, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Wisconsin, and/or the United States, including, but without limiting the generality of the foregoing: The management and control of school properties, school organization, facilities, and instructional programs.

8.2 Limitation of Board Rights

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.
9 GRIEVANCE PROCEDURE

9.1 Grievance Claim

A grievance is a claim which alleges that one or more provisions of this Agreement or established District policy has been incorrectly interpreted and applied. Such claim must be based on an event or condition which affects wages, hours and/or conditions of employment of one or more teachers.

9.2 Purpose of Grievance Procedure

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

9.3 Processing of Grievances

Grievances of teachers will be considered and processed in the following manner:

9.3.1 Level One—Principal, Supervisor or Assistant Superintendent

9.3.1.1 Informal Discussion

A teacher who believes he/she has cause for a grievance will orally discuss the matter with his/her principal or supervisor with the objective of resolving the matter informally at the lowest possible administrative level. In appropriate cases, the assistant superintendent will be the Level One administrative person to be contacted. If there is a failure to resolve the matter informally, the aggrieved teacher may present his/her grievance in writing to the same person such was discussed with orally, either directly or through the Association’s designated representative.

9.3.1.2 Group/Class Grievance (Level One)

The Association’s designated representative may submit in writing directly to the building principal or appropriate assistant superintendent a grievance affecting a group or class of teachers in that school.

9.3.1.3 Time Limit to File Grievance

If a teacher or the Association’s designated representative does not present a grievance in writing at Level One within twenty (20) school days after the event or condition occurred on which the complaint is based, any grievance respective to that matter shall be considered as waived provided the teacher or designated representative knew, or should have known, of the event or condition.
9.3.2 Level Two—Board or Subcommittee of Board

9.3.2.1 Written Grievance

If no satisfactory decision has been rendered within fifteen (15) school days after the teacher presented the written grievance in Level One, the aggrieved teacher may within five (5) school days thereafter file a written grievance with the Association’s designated representative.

9.3.2.2 Referral to Board

Within five (5) school days after receiving the written grievance, the Association’s designee will refer it to the Superintendent of Schools for submission to the Board or Subcommittee of the Board.

9.3.2.3 Board Hearing

Within twenty (20) school days after the Superintendent has received the written grievance, the Board or Subcommittee of the Board will meet with the aggrieved teacher and the Association representative for the purpose of resolving the grievance.

9.3.3 Level Three—Arbitration

9.3.3.1 Teacher Notification to Association for Appeal

If no satisfactory decision has been rendered within ten (10) school days after the first meeting with the Board, the aggrieved teacher may, within five (5) school days thereafter, request in writing that the Association’s designee appeal his/her grievance to arbitration.

9.3.3.2 Association Notification to Board of Appeal

If the Association decides the grievance is meritorious, it may within twenty (20) school days appeal the grievance to arbitration by notifying the Board in writing of such appeal.

9.3.3.3 Selecting an Arbitrator

The arbitrator will be agreed upon by the Superintendent or his/her designee and the Association. If there is a failure to agree on an arbitrator within ten (10) school days after the written notice of appeal, the Wisconsin Employment Relations Commission will be requested by either party to submit a list of five (5) persons suitable for selection as arbitrator. If the parties cannot agree to one person named on the list, the parties shall strike a name alternately, beginning with the Association, until one name remains. Such remaining person shall act as arbitrator. In subsequent selections, the parties shall alternate the first striking of a name.

9.3.3.4 Arbitration Decision Final

The decisions of the arbitrator shall be final and binding on the Board, the Association, and any teachers involved.
9.3.3.5 Arbitrator Interpretation of Agreement

The arbitrator may consider or decide only the particular issue or issues presented to him/her by the Board and the Association, and his/her decision must be based solely upon an interpretation of the provisions of this Agreement.

9.3.3.6 Arbitrator Expenses

The expenses of the arbitrator, including the arbitrator's fee, shall be divided equally between the Board and the Association.

9.4 Group/Class Grievance (Level Two)

The Association's designee may submit in writing directly to the Board or Subcommittee of Board a grievance affecting a group or class of teachers in more than one school; such grievance shall begin process at Level Two. However, if the Association's designated representative does not present such a grievance in writing to the Board or subcommittee of the Board within twenty (20) school days after the event or condition occurred on which the complaint is based, any grievance respective to that matter shall be considered waived provided the designated representative knew, or should have known, of the event or condition.

9.5 Grievance Forms

Forms for written grievances shall be jointly prepared by the Superintendent and the Association's designee and shall be given appropriate distribution to facilitate operation of the grievance procedure.

9.6 Written Grievances/Decisions

Decisions respective to written grievances will be in writing and will be transmitted to the aggrieved and to the Association's designee. Written grievances must include a summary of the facts on which a grievance is based and shall identify the provisions of this Agreement which the party alleges have been incorrectly interpreted and applied.

9.7 Sole Remedy

The sole remedy available to any teacher for any alleged violation of this Agreement or his/her rights hereunder shall be pursuant to the grievance procedure.

9.7.1 Representation

Any aggrieved party or parties may be represented by themselves or at their option, by a representative selected by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

9.8 Withdrawal/Processing of Grievance

A grievance may be withdrawn at any level without establishing a precedent for the interpretation of any subsequent grievance. The Association may process any grievance through all of the grievance procedure even though the aggrieved party or parties do not wish to do so.
9.9 Extension of Time Lines on Grievances

It is agreed that harmonious relations between the parties are most likely to exist where grievances are processed promptly and in good faith. Therefore, the number of days indicated at each level shall be considered a maximum, and every reasonable effort shall be made to expedite the process. It is recognized, however, that due to special circumstances, the parties may wish to extend the times provided at the various levels. When this occurs, an extension of time may be made by mutual agreement. All such mutual agreements to extend time shall be in writing. Grievances must be processed within the time limits established for each level or within the time agreed to in writing or they shall be settled on the basis of the last decision.

9.10 Reduction of Time Lines on Grievances

In the event a grievance is filed at such time that it cannot be processed through all the levels of the foregoing grievance procedure by the end of the school year, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a teacher, the parties agree to make a good faith effort to reduce the time limit set forth herein so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as is feasible.

9.11 Grievance Meeting Times

Under the foregoing procedures, every effort will be made to have grievances processed at times which will not require a replacement for the teacher or teachers involved for the performance of normal teaching duties.

9.12 No Reprisal for Filing Grievance

It is understood that teachers filing grievances do so in good faith and that no reprisals will be taken against any participants in the grievance procedure.

9.13 Scheduling of Arbitration Hearing

The parties will make every reasonable effort to mutually schedule the arbitration hearing within sixty (60) days from the date that the arbitrator panel is received from the WERC.

9.14 Counting of School Days for Grievances

School days are set out in the regular school year calendar and summer school calendar.
10 STAFF UTILIZATION & WORKING CONDITIONS

10.1 Class Size

10.1.1 Academic Subject Class Sizes

Board policies on academic subject class sizes are subject to modifications for educational organization or specialized or experimental instruction, which shall not violate the intent set forth in such Board policies.

10.1.2 Preparation Time (Elem. Teachers)

In elementary schools, the principal, working with the teaching staff, shall determine the staffing pattern and staff utilization of the school within the Board’s teacher-student ratio policy; so long as students receive the instructional time designated by the Board, the principal, working with the teaching staff, may utilize staffing patterns so as to provide a minimum of one hundred forty (140) minutes per week individual teacher preparation time and/or educational assistants to assist teachers in or to assume supervisory duties.

10.1.3 Class Size Overload Relief — Exclusion from Extra Duty

Regular elementary classroom teachers (K-5) whose class sizes exceed the building average by four (4) or more students following the third Friday of September will be relieved of extra duties (including but not limited to playground supervision, bus loading or unloading, and hall supervision) until the end of the quarter in which such excess occurs.

10.1.3.1 Counting Children for Overload Relief

For purposes of this section, children will be counted in accordance with the elementary staffing ratio as set out in Board policy.

10.1.4 Increasing Preparation Time (Elem. Teachers)

During the length of this Agreement, the Board shall for the purpose of increasing preparation time for elementary teachers, remove from the Board’s elementary teacher-student ratio the following Full-Time Equivalency (FTE) teacher for the following Full-Time Equivalency student enrollment:

<table>
<thead>
<tr>
<th>FTE Student School Enrollment</th>
<th>FTE Teacher Removed From Ratio</th>
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<tr>
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<tr>
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<td>751-800</td>
<td>1.6</td>
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10.1.8.1 Individual Class Size

The total number of students in each regular, elementary classroom shall be determined by adding the number of regular students to the number of special education students who are mainstreamed fifty percent (50%) or more of their weekly time in the regular class, to one-half the number of special education students who are mainstreamed less than fifty percent (50%) of their weekly time in the regular class.

10.1.8.2 Building Average

Section 10.1.3 of the labor agreement is currently not being utilized because of section 10.1.11.6. In the event section 10.1.3 of the labor agreement again becomes operative, the parties will meet to discuss how the building average is to be calculated. In the event the parties cannot reach agreement on this issue, the parties agree to select an arbitrator in the manner set out in section 9.3.3.3 of the Labor Agreement. The parties will each submit to the arbitrator, in writing, a method to determine the building class average. A hearing will be held in which either party may present any relevant evidence on this issue. Briefs may be submitted and the arbitrator will determine which method of averaging is in the best interest of the Racine Unified School District.

10.1.9 Distribution of Students to Classes

In assigning students, educational assistants and/or additional teachers in a primary elementary school, pursuant to section 10.1.7 the following method would be followed:

10.1.9.1 K-3 Level

At the K-3 level, the principal will equitably distribute students between the teachers at each grade level. When the class load in any class exceeds twenty-eight (28) (FTE as calculated in Board policy 4115.2), the principal may, after assigning an educational assistant, continue to assign students to the class until the class exceeds the maximum limit of thirty (30) (pursuant to Board policy 6151), and then must assign excess students to the remaining classrooms at that grade level in the event the District does not choose to assign an additional teacher to that building.

10.1.9.2 4-5 Level

At the 4-5 level, the principal will equitably distribute students between the teachers at each grade level. When the class load in any class exceeds thirty (30) (FTE as calculated in Board policy 4115.2), the principal may, after assigning an educational assistant, continue to assign students to that class until the class exceeds the maximum limit of thirty-two (32) (pursuant to Board policy 6151), and then must assign excess students to the remaining classrooms at that grade level in the event the District does not choose to assign an additional teacher to that building.

10.1.10 Implementation of Sections 10.1.8 and 10.1.9

The District agrees to direct its building principals to implement this resolution at the beginning of the 1991-92 school year, and, upon request, to make the student counts available to the Association in a reasonable time after the third Friday enrollment period.
10.1.11 Specialists

10.1.11.1 Full-Time Specialists

The District agrees to employ sufficient art, music and physical education specialists to enable the District to assign at least one (1) full-time specialist to each elementary school in each of the foregoing subject areas. The assignment of said specialists shall be for the purpose of providing additional planning time for teachers in those schools which did not have full-time specialists during the August 25, 1988 - August 24, 1990 Agreement.

10.1.11.2 Part-Time/Traveling Specialists

The District will only be required to provide part-time or traveling specialists, according to a formula to be arrived at by mutual agreement between the Assistant Superintendent for Personnel Services and the Executive Director of the Racine Education Association, for Caddy Vista, Wind Point, Winslow and Mitchell elementary schools.

10.1.11.3 Art and Music Project Specialists

The art and music project specialists currently employed by the District will not rotate from school to school but will be assigned to a particular school or schools (if split) and the art and music special projects will be incorporated into the regular curriculum or discontinued. The art and music project specialists currently employed by the District will not be subject to the provisions of section 15.3 but will have the right to exercise their preferential choice of the new assignments available.

10.1.11.4 Specialists Use of Carts

Art and music specialists who, because of classroom shortages, may be required to teach from a cart shall be provided with a cart that is manageable, convenient and equipped in accordance with reasonable and practical specifications to be agreed upon between the Executive Director of the Racine Education Association and the Assistant Superintendent, Instructional Services.

10.1.11.5 Exclusion of P-5/Optional Schools

P-5 schools and optional schools would be excluded from the above requirements as long as the staffing pattern and planning time schedules are reasonably comparable to those utilized in those particular schools during the 1989-90 school year.

10.1.11.6 Language Inoperative

It is further understood that section 10.1.3 of the labor agreement will be inoperative as long as the class load language in section 10.1.7 remains in effect. If such language is not renewed in a successor contract to the 1990-92 labor agreement or sunsets during a contract hiatus, section 10.1.3 again will become effective.
10.2 Teacher Starting and Ending Times

All teachers are expected to be in their respective rooms or assigned places at least fifteen (15) minutes before the time for the tardy signal. Teachers are expected to be present and performing their teaching duties during the time that pupils are required to be there according to the hours of school as presently established by the Board. Teachers in secondary schools shall be available for a period of at least fifteen (15) minutes after regular pupil dismissal. In elementary schools the teachers shall be available for a period of at least ten (10) minutes after regular pupil dismissal. In elementary schools the principal, on an equitable basis, may assign a portion of the teaching staff responsibilities related to pupil dismissal for a fifteen (15) minute period immediately after regular pupil dismissal. Teachers not so assigned shall be free to leave the building for the day following the elapse of ten (10) minutes after regular pupil dismissal.

10.3 Three Prep Limitation

10.3.1 Number of Preps (Middle/Senior)

Every effort will be made to limit the middle and senior high school teaching assignment to no more than two (2) subject areas or no more than three (3) preparations per day at the 6th, 7th, 8th, 9th, 10th, 11th and 12th grade levels.

10.3.2 Subjects Exempt from Three Preps

Teachers assigned full-time in the middle and senior high schools to the subject areas of music, speech and drama, foreign language, exceptional education, industrial arts, home economics, computer programing and Walden III School shall not fall under the limits of this section so long as one hundred percent (100%) of their assignment is limited to that subject area or Walden III School.

10.3.3 Foreign Language Combined Classes

Teachers of foreign language may be assigned combined classes [two (2) levels of the same subject] so long as these assigned classes are advanced level classes and the total number of students in any combined class does not exceed twenty-five (25). The parties agree that waivers may need to be negotiated in some instances in level 4 and 5 foreign language classes.

10.3.4 Sixth Grade Preparations

The teaching of a sixth grade block shall be considered no more than one (1) preparation and no more than one (1) specific subject area. As used herein, a sixth grade block is defined as a sixth grade assignment, during which a number of subject areas such as reading, language arts, penmanship, library, spelling, guidance, social studies, science and health may be taught.

10.4 Assignment of Instructional/Preparation Periods

10.4.1 High School Teacher Assignments

Teachers in high school shall teach a maximum of five (5) instructional periods and have one (1) individual preparation period of equal length to an instructional period. In addition,
teachers may be assigned to a study center/resource center limited to one (1) semester per school year. The remaining portion of the regularly scheduled day will include the teacher’s lunch period, homeroom assignment and general supervisory duties.

10.4.2 Middle School Teacher Assignments

Teachers in middle school shall teach a maximum of five (5) instructional periods and have one (1) individual preparation period of equal length to an instructional period. In addition, teachers may be assigned a non-instructional period which could include instructional planning (team, department, group planning) and an advocacy responsibility (conference with students, parents, records updates, etc.). The remaining portion of the regularly scheduled day will include the teacher’s lunch period, study center assignment and general supervisory duties.

10.4.3 Pay for Additional Instructional Period

A teacher who is assigned an additional instructional period on a full-time basis shall be compensated at the rate of one-fifth (1/5) his/her regular salary, excluding extra-duty compensation.

10.4.4 Pay for Substituting During Prep Time

An elementary or secondary teacher who is assigned to substitute during his/her preparation period shall be compensated at the rate of seventeen cents (17¢) per minute for such time spent substituting.

10.5 Building/Departmental/Subject Area Meetings

Teachers, unless excused by the person calling the meeting, may be required without additional pay to attend the following meetings outside the regular teacher day: building staff meetings, departmental meetings and subject area meetings called by directors. Any teacher required to attend more than thirty (30) hours per school year in these required meetings will be paid seventeen cents (17¢) a minute for any time spent beyond the thirty (30) hours.

10.6 Maintenance of Facilities

The Board will make every effort to properly equip and maintain the educational facilities of the District. Staff requests for facility improvements shall be channeled to the Board through the building principal. The Board shall make every reasonable effort to provide an adequate place in which to teach.

10.7 Mileage Reimbursement

Reimbursements shall be made to itinerant professionals traveling between one school and another during the school day at the rate allowed by the Internal Revenue Service for personal automobile use for business purposes.

10.8 Pay for Supervision/Chaperoning

Teachers who are required to supervise or chaperone students after the teacher’s regular day will be paid seventeen cents (17¢) a minute for time actually spent in such activities. A minimum
of ten dollars and twenty cents ($10.20) will be paid per event. Non-bargaining unit persons may be used to supervise or chaperone such activities. This provision does not apply to teachers in K-5 schools. Teachers in K-5 schools will not be required to supervise or chaperone students outside the teacher’s regular day.
11 STUDENT DISCIPLINE PROCEDURE

11.1 Disruptive Students

A teacher may identify to his/her immediate principal students who chronically disrupt his/her class and who do not respond to usual classroom teaching techniques. The Assistant Superintendent for Pupil Personnel Services will decide whether to transfer a student to special facilities, depending upon the relative need for special placement and the amount of classroom space and staff available.

11.2 Student Discipline Procedure

11.2.1 Referral of Student to Administrator

When a teacher refers a student to the office, he/she must supply necessary background information on a form to assist the administrator in making a decision about the referral. The student will not be returned to the classroom until the administrator communicates on the form with the teacher about the disposition of the referral.

11.2.2 Escorting Students to Office

A teacher has the right to get school district personnel to escort to the office students referred for disciplinary action.

11.2.3 Chronic Student Misbehavior

Before a teacher seeks to have a student excluded from a class because of chronic disruption, the teacher shall at least:

11.2.3.1 Conduct a conference with the student, and

11.2.3.2 Make reasonable effort to conduct a conference with a parent or guardian.

11.2.4 Physical Restraint of Students

A teacher may use reasonable and appropriate means, including the use of physical restraint, to prevent a threatened or continuing breach of discipline that is endangering the safety of others. Physical restraint will be used only when other means of preventing a breach of discipline or stopping its continuance have been ineffective.

11.2.5 Teacher Self-Defense

Self-defense means the use of such force as is necessary to protect oneself. Self-defense is permissible when a teacher finds it necessary to guarantee his/her safety.
12 TEACHER EMPLOYMENT & INDIVIDUAL CONTRACTS

12.1 Appointment by Board

Teachers are appointed by the Board upon recommendation of the Superintendent. Individual teacher contracts will be administered in accordance with the provisions of the Wisconsin Statutes.

12.2 Individual Teacher Contracts (Full-Time)

Signing of the individual contract as it is written constitutes approval and agreement on the part of the teacher as to the proper placement on the "Basic Salary Schedule for Teachers."

12.3 Individual Teacher Contracts (Part-Time)

Regular part-time teachers shall be issued individual teacher contracts according to their placement on the "Basic Salary Schedule for Teachers" adjusted to the percentage of time worked.

12.4 Individual Teacher Contracts (New Teachers)

Teachers who have not been previously issued an individual teacher's contract and who are newly employed are placed on the "Basic Salary Schedule for Teachers."

12.4.1 Less Than Three Years' Experience

Each teacher shall receive full experience for at least up to three (3) years' experience.

12.4.2 More Than Three Years' Experience

The Board shall establish the step placement of each teacher with more than three (3) years' experience.

12.4.3 Difficulties Recruiting Personnel

In no instance shall placement exceed the teacher's total years of experience, unless the Personnel Department determines in January of any year that it is having difficulties recruiting personnel in specific subject areas; in case of such determination, the Personnel Department may specify the subject areas in which it is having difficulty in recruiting personnel and may thereafter, until the following December 31, grant teachers hired in those areas up to two (2) steps above their normal eligible step placement, which shall not extend above Step 14 on the "Basic Salary Schedule for Teachers."

12.4.4 Probationary Period

Upon satisfactory completion of a three (3) year probationary period, the teacher shall be placed on the appropriate step commensurate with previous experience.
12.5 Experience Credit—Vista/Peace Corps/National Teacher Corps

A maximum of three (3) years' experience credit on the salary schedule will be granted for satisfactory service in the armed forces, Vista, the Peace Corps, or National Teacher Corps, unless experience therein was used to gain certification as a teacher.

12.6 Non-Renewal (Age 70)

If a teacher attains his/her seventieth (70th) birthday prior to August 20, he/she shall not receive an individual contract for the school year immediately following that date.

12.7 Individual Teacher Contract (Summer School)

An individual summer school contract shall be issued to each teacher employed during the summer.

12.8 Signing of First Individual Teacher Contract

Information relevant to teachers signing their first contract with the District (12.2, 12.3, 12.4, 12.5 above) will be included in a letter accompanying this contract.

12.9 Contract Specifications

Contract specifications are as follows:

12.9.1 Date Written

Each contract shall be written according to the teacher's personnel file as of the regular March Board meeting.

12.9.2 Step and Level

The teacher's step and level will be stated in the contract.

12.9.3 Salary

Contracts shall specify the amount of salary paid for regular teaching duties.

12.9.4 Commencement and Termination

The commencement and termination of the contract shall be stated.

12.9.5 Experience Credit

Teachers issued an individual teacher contract before November 1 of a school year shall be credited with one (1) full year of experience on the "Basic Salary Schedule for Teachers" for the succeeding school year. Teachers employed after November 1 but before April 1 of a school year shall receive one-half (½) year of experience on the "Basic Salary Schedule for Teachers" for the succeeding school year. Teachers employed after April 1 of a school year shall be credited with no experience on the "Basic Salary Schedule for Teachers" for the succeeding school year.
13 LAYOFF PROCEDURES

13.1 Reduction of Teachers

In the event the number of teachers is reduced, the Personnel Department will select teachers who shall be laid off without compensation according to the following:

13.1.1 Tenured Teachers

Teachers who have attained tenure and who are certified and qualified will be laid off in inverse order of their length of employment with the Board, with the teacher with the least length of employment being laid off first. Part-time teachers who have attained tenure shall have their experience prorated to full-time equivalency for layoff purposes. Where teachers have the same length of employment, the Personnel Department will determine which teacher shall be laid off first.

13.1.2 Non-Tenured Teachers

As to teachers who have not attained tenure, the Personnel Department shall select which non-tenured teacher shall be laid off. As between certified and qualified tenured and non-tenured teachers at any elementary grade level or secondary subject area, non-tenured teachers shall be laid off first.

13.1.3 Minority Ratio

Consideration will be given to minority teachers so that the ratio of minority teachers to white teachers shall be maintained at least at the same ratio that existed on March 16, 1977. In the event that laid off teachers are later recalled, the same consideration for the above ratio will be given.

13.1.4 Layoff Notice

The Personnel Department will give thirty (30) days' notice to teachers who are to be laid off.

13.1.5 Recall of Teachers

The Personnel Department will recall teachers who are laid off on the basis of length of service, certification, experience and specialized competency. If such teacher refuses the position, his/her employment shall thereupon terminate immediately. Such recall shall be to the level and step the teacher would be at had the layoff not occurred. No new or substitute (long-term) appointments shall be made while there are teachers on layoff status available who the Personnel Department determines are qualified to fill the vacancies.

13.1.6 Insurance Participation for Teachers on Layoff

A teacher who is laid off may participate in the group hospitalization and surgical/medical benefit plan, dental and group life insurance plan provided he/she pays the full premium cost.
13.1.7 Termination of Employment

The employment of a teacher shall terminate two (2) years from his/her date of being laid off, if he/she is not otherwise recalled.

13.1.8 New/Substitute Appointments

No new or substitute appointments may be made while there are laid off teachers available who are qualified to fill the vacancies.
14 LENGTH OF SERVICE

14.1 Definition of Length of Service

Length of service means the length of continuous service with the School District in a position requiring Professional Wisconsin DPI certification. Length of service will be measured in full-time equivalent years from the most recent date of employment. All part-time service is prorated to full-time equivalency. Length of service will not accrue during layoff or unpaid leave. Service beyond the regular school day and/or regular school year shall not count toward length of service.

14.2 Common Length of Service

The District will provide the Association with a length of service computer printout each semester. Teacher length of service will be determined as defined in subsection 14.1. In the event teachers share a common length of service, alphabetical subscripts will be assigned each teacher by the District. (A through Z and then AA, BB, etc.) The District may select teachers sequentially, or, may elect to select any of those teachers sharing a common length of service.
TEACHER ASSIGNMENT & TRANSFER
(former Article XI)

15 TEACHER ASSIGNMENT & TRANSFER

15.1 Extra-Duty Selection

15.1.1 Coaching Positions and Intramural/Extramural Positions

15.1.1.1 Positions will be posted within the District.

15.1.1.2 Qualifications for positions will be stated.

15.1.1.3 Selection for coaching positions will be made from the two (2) teacher applicants with the greatest length of service in the District.

15.1.1.4 Selection for intramural/extramural positions will be made from the two (2) teacher applicants from within the building before the two (2) teacher applicants with the greatest length of service from within the District.

15.1.1.5 Exceptions to the selection procedures for coaching positions shall exist for head basketball (boys and girls), head football, and head track (boys and girls). The District may select any applicant for these positions—in or out of District. If the District wishes to assign the selected coach to a teaching position in the building where the coaching assignment is made and no vacancy exists in the teaching area, another teacher will be transferred out. This transfer out will not be part of the annual seven (7) bullets the District has to displace teachers.

15.1.2 Extra-Duty Positions

15.1.2.1 Positions will be posted within the District.

15.1.2.2 Qualifications for positions will be stated.

15.1.2.3 Selection will be made from the two (2) teacher applicants with the greatest length of service from within the building before the two (2) teacher applicants with the greatest length of service from within the District.

15.1.2.4 Four (4) selections per year may be accomplished without regard to this procedure at the discretion of the Assistant Superintendent, Personnel Services. Notification of any such exceptions made by the Assistant Superintendent, Personnel Services shall be provided to the Association as promptly as feasible.

15.2 Probationary Teachers

Probationary teachers shall not be eligible for voluntary transfer.

15.3 Voluntary Assignment Criteria

The Board and the Association recognize it is desirable in making assignments to consider the interests and aspirations of teachers. Each further recognizes that an effective educational system requires a fair distribution of experienced teachers throughout the system. All voluntary assignments will be made on the basis of length of service, certification, experience, specialized
competence and how these criteria can best meet the educational needs within the District. In the event these factors are determined to be substantially equal, the deciding factor will be length of service.

15.4 Vacancy Notices Posted

Notices of any vacancy occurring in the bargaining unit will be posted in all buildings within five (5) school days after the Personnel Department has officially received written notice of such vacancy. The notice shall set forth the job title, the location where the job is to be performed and the date after which applications will not be received. There shall be a ten (10) school day period from the date of posting to make application. Teachers who desire to make application must file a written request with the Personnel Department on a form to be furnished by the District. The teacher selected for a position shall accept or reject the position within three (3) school days. A teacher may request appointment to no more than three (3) different assignments annually.

15.5 Filling Vacancies (Mid-Year)

Vacancies occurring during the first semester of a school year shall be filled after a voluntary request under procedures set out in subsections 15.3 and 15.4 above. The position made vacant by this transfer, although posted, may be staffed by a new teacher temporarily assigned and shall be permanently filled no later than the beginning of the next school year. Vacancies occurring during the second semester, will be temporarily staffed in the same manner. Except as stated in this section, all vacancies will be filled no later than the start of the next school year. The District may waive these time restrictions to make assignment at additional times if it deems such to be desirable.

15.6 Teacher Displacement—Exemptions to Length of Service

Transfers due to reduction in staff in any building at any grade level, subject area or department level, shall be accomplished by displacement of the teacher who has the least length of service in the District as defined in Section 14, except that any seven (7) transfers within the District per school year may be accomplished without regard to length of service at the discretion of the Assistant Superintendent of Personnel. Notification of any such exceptions made by the Assistant Superintendent of Personnel shall be provided to the Association as promptly as feasible.

15.7 Voluntary Transfers

A teacher granted a voluntary transfer may not request another assignment earlier than the end of five (5) academic semesters from the time of assignment, unless the five (5) semester waiting period is waived by the District.

15.8 Involuntary Transfers—Super Length of Service

In the event that no person applies for a posted vacancy, the Personnel Department may involuntarily assign a qualified teacher to the position or hire a new teacher. If the assignment is involuntary, the teacher assigned will acquire Super Length of Service for the purpose of assignment after spending at least two (2) academic semesters in the position. Any portion of a semester shall be counted as a semester for the purpose of this section. This Super Length of Service will only be considered in any subsequent opportunity for voluntary transfer and will terminate after a transfer is made.
15.9 Displaced Teachers—Posting for Vacancies

A teacher who has been notified that he/she will be displaced is required to post for all vacancies for which he/she is certified and has taught within the Racine Unified School District within the last five (5) years; notwithstanding the limitations in subsection 15.4 above. When a displaced teacher posts for an area/subject vacancy that he/she has not taught within the District within the past five (5) years a meeting shall take place between the Assistant Superintendent of Personnel, the Executive Director, Racine Education Association, and the teacher affected at which time any party may object based upon qualifications and certification for the position(s) which will cancel the transfer request.

15.10 Assignment of Displaced Teacher

In the event a displaced teacher is not assigned through the posting process by the 15th of July, the teacher shall be assigned to a position held by a teacher with lesser length of service within his/her area(s) of certification.
16 TEACHER EVALUATIONS

16.1 Teacher Evaluation Endorsement
The Board and the Association endorse a program of frequent and productive teacher evaluation to improve teaching skills.

16.2 Teacher Orientation of Evaluation Procedures
During the first four (4) weeks of employment, the principal or other supervisor shall orient all teachers regarding evaluation procedures and instruments.

16.3 Observation of New/Non-Tenured Teachers
Reasonable efforts will be made to observe teachers in their first year of employment with the District for the purposes of classroom evaluation at least three (3) times before the end of their first semester of employment. Reasonable efforts will be made to observe other non-tenured teachers for the purposes of classroom evaluation at least three (3) times during the school year.

16.4 Observation of Tenured Teachers
Reasonable efforts will be made to observe tenured teachers for the purposes of classroom evaluation.

16.5 Designated Evaluator
One (1) administrator will be designated to evaluate a teacher. The teacher will be told who has been designated to evaluate him/her. The designated administrator shall coordinate his/her evaluations and observations and may utilize observations of other administrators in preparing an evaluation report.

16.6 Observation Time Limit
Each classroom observation shall be made for a minimum of thirty (30) consecutive minutes.

16.7 Prior Notice of Observation
All classroom observations of a teacher shall be conducted with the knowledge of the teacher. All classroom observations shall be conducted after twenty-four (24) hours prior notice unless the teacher consents to a waiver of such notice prior to the beginning of the class period to be observed.

16.8 Observation Report
Each teacher shall receive a copy of a classroom observation report for each class period observed after the observation conference.
16.9 Observation Conference

Classroom observations shall be followed by an observation conference between the observer and teacher within five (5) school days after the observations. During the conference, areas of concern shall be discussed, positive and negative points noted and specific suggestions for improvement made.

16.10 Professional Difficulties

A principal or observer may identify a teacher who is having professional difficulties with classroom management, instructional skills, or teaching effectiveness with students, and in that regard, shall offer specific suggestions to guide the teacher toward the solution of the professional difficulty. Such suggestions may include, but are not limited to:

16.10.1 Demonstration

Demonstration in an actual classroom situation;

16.10.2 Role Model

Direction of the teacher toward a model for emulation, allowing opportunities for observations;

16.10.3 Conferences

Initiation of conferences between evaluator, observer(s), teacher, and appropriate director(s) of instruction, to develop plans directed toward improvement of classroom performance;

16.10.4 Workshops

Guidance of the teacher toward workshops;

16.10.5 Observation

Observation by the observers to note the day-to-day lessons and their interrelationships as well as the progress of the teacher.

16.11 Teacher Response to Evaluation

The evaluation form shall be completed and placed in the teacher's personnel file located in the Personnel Department. The teacher may attach his/her response to the evaluation. The teacher shall be provided with a copy of the evaluation.

16.12 Evaluation Instrument Changes

Changes in the evaluation instrument will be made by the Board only after joint study with the Association.
### 17 SCHOOL CALENDAR

#### 17.1 1990-91 School Calendar

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* Summer school beginning and ending dates may be subject to change when it is necessary to adjust the regular school year because of contingent school days being utilized.
17.1.2 1990-91 School Calendar Dates

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<td>August 21 &amp; 22</td>
<td>New Teachers Report</td>
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<td>February 22</td>
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17.1.2.1 Rescheduling Institute Day

*The Board or its designee may reschedule Institute Day to different dates or may reschedule it for segments of days after considering a recommendation from the Board’s District Inservice Committee, so long as it exists.

17.1.2.2 New/Returning Teachers Reporting Days / Institute Day

Teachers will be obligated to be present at places assigned by the Superintendent of Schools or the administrative staff from 8:00 a.m. to 3:00 p.m., exclusive of a one (1) hour lunch period, during the days listed as "New Teachers Report," "Returning Teachers Report," and "Institute Day."

17.1.2.3 Midyear Records Day

Teachers will be obligated to be present at their assigned place from 8:00 a.m. until 3:00 p.m. Teachers may leave their assigned place at the end of seven (7) hours which includes a one (1) hour lunch period.

17.1.2.4 Year-End Records Day

Teachers will be obligated to be present at their assigned place at 8:00 a.m. Teachers who have completed their year-end responsibilities may check out at 1:00 p.m., such period of time includes a thirty (30) minute lunch period.

17.1.2.5 Open House Notice

Teachers will receive thirty (30) days’ notice of the date of any open house or similar function.

-36-
### 1991-92 School Calendar

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**June 17**       First day of summer school*
**July 3**        Independence Day - no school
**July 29**       Last day of summer school*

* Summer school beginning and ending dates may be subject to change when it is necessary to adjust the regular school year because of contingent school days being utilized.
### 17.2.2 1991-92 School Calendar Dates

<table>
<thead>
<tr>
<th>Date(s)</th>
<th>Event(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 22 &amp; 23</td>
<td>New Teachers Report</td>
</tr>
<tr>
<td>August 26 &amp; 27</td>
<td>Returning Teachers Report</td>
</tr>
<tr>
<td>August 28</td>
<td>First Day of School</td>
</tr>
<tr>
<td>September 2</td>
<td>Labor Day</td>
</tr>
<tr>
<td>October 24 &amp; 25</td>
<td>WEAC Convention Recess</td>
</tr>
<tr>
<td>November 28 &amp; 29</td>
<td>Thanksgiving Recess</td>
</tr>
<tr>
<td>December 23 – January 3</td>
<td>Holiday Recess</td>
</tr>
<tr>
<td>January 17</td>
<td>Records Day – End of 1st Semester</td>
</tr>
<tr>
<td>February 21</td>
<td>Institute Day *</td>
</tr>
<tr>
<td>March 13</td>
<td>Winter Break</td>
</tr>
<tr>
<td>April 17 - 24</td>
<td>Spring Recess</td>
</tr>
<tr>
<td>May 25</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>June 10</td>
<td>Records Day – End of 2nd Semester</td>
</tr>
<tr>
<td></td>
<td>(May be adjusted to contingent school days)</td>
</tr>
<tr>
<td></td>
<td>First Contingent School Day</td>
</tr>
<tr>
<td>June 11</td>
<td></td>
</tr>
</tbody>
</table>

#### 17.2.2.1 Rescheduling Institute Day

*The Board or its designee may reschedule Institute Day to different dates or may reschedule it for segments of days after considering a recommendation from the Board’s District Inservice Committee, so long as it exists.

#### 17.2.2.2 New/Returning Teachers Reporting Days / Institute Day

Teachers will be obligated to be present at places assigned by the Superintendent of Schools or the administrative staff from 8:00 a.m. to 3:00 p.m., exclusive of a one (1) hour lunch period, during the days listed as "New Teachers Report," "Returning Teachers Report," and "Institute Day."

#### 17.2.2.3 Midyear Records Day

Teachers will be obligated to be present at their assigned place from 8:00 a.m. until 3:00 p.m. Teachers may leave their assigned place at the end of seven (7) hours which includes a one (1) hour lunch period.

#### 17.2.2.4 Year-End Records Day

Teachers will be obligated to be present at their assigned place at 8:00 a.m. Teachers who have completed their year-end responsibilities may check out at 1:00 p.m., such period of time includes a thirty (30) minute lunch period.

#### 17.2.2.5 Open House Notice

Teachers will receive thirty (30) days' notice of the date of any open house or similar function.
17.3 Changes to School Calendar Year

17.3.1 Extension of School Calendar

The school year shall not be extended beyond the school calendar year, except by written agreement between both parties with salaries increased as prorated on the regular yearly salary of that contract. An exception to this will be in the event that either prom or graduation ceremonies are held beyond the school calendar. In those cases, teachers who are assigned to prom and/or graduation supervision will be paid a lump sum of $40.00 for each assignment. The District has the option of assigning any high school teacher(s) to either activity, but no more than a total of thirty (30) teachers for graduation and seven (7) teachers for prom supervision, in any given high school. The teacher(s) must be notified of the assignment by April 1st of the year in question, and, except in the case of emergencies, shall tender any excuse for non-attendance, by May 1st. The District will not unreasonably refuse to honor excuses presented prior to May 15th.

17.3.2 Make Up Days Without Pay

If school is closed prior to the time that teachers ordinarily report for work, due to emergencies, acts of God or inclement weather teachers may be required to make up said day(s) without pay. Make up days will commence as of the next regular work day.

17.3.3 Make Up Days With Pay

Any day that teachers are required to report to work shall be counted as a full work day. However, when emergencies, acts of God or inclement weather causes early dismissal of students, teachers who are required to make up said day(s) or portions thereof, shall be paid an increase in salary, prorated according to their regular yearly salary. Proration shall be the yearly salary divided by the number of contract days. For purpose of this section a contract day is seven and one-half (7½) hours. Make up days will immediately follow the end of the regular school year.

17.4 Summer School

17.4.1 Summer School Courses

The District will notify the REA on or before May 1st of each year of thirty (30) day summer school courses.

17.4.2 Exceptions to Summer School Courses

The District will notify the REA on or before June 1st of each year of any exceptions to the thirty (30) day summer school courses. Drivers education and the Field Study and Earth Science Trips are excluded from these provisions.

17.5 Parent-Teacher Conferences

17.5.1 Scheduling of School Days

The Superintendent of Schools will schedule two and one-half (2½) consecutive days (grades 1 thru 8) and twenty-four (24) hours (kindergarten) during regularly scheduled
school days to assist teachers in conducting school parent-teacher conferences. Teachers are responsible for scheduling and conducting the conferences in such a manner as to adequately report pupil progress to parents.

17.5.2 Parent Attendance

Teachers shall adapt their schedule so that all parents will have the opportunity to attend the conferences.

17.5.3 Daily Conferences Completed

Teachers may leave their schools when they have completed their conferences scheduled for the day.

17.5.4 Security in Building

When parent-teacher conferences are scheduled after 4:00 p.m., the principal shall provide security for teachers in the school and as they go to their cars.

17.5.5 Other Meetings

During the period when the Superintendent of Schools schedules school parent-teacher conferences, faculty, inservice, or M-team meetings shall not be held, except for emergencies.

17.6 Pre-School Day(s) / Prep Time

During the pre-school day(s) when returning teachers report, the principal will make reasonable efforts to give teachers four (4) continuous hours of time for their individual classroom preparation.

17.7 Attendance at Meetings on Records Day

On Records Day, the District will not require attendance at parent-teacher conferences, faculty inservice or M-team meetings except for emergencies.
18 PROFESSIONAL COMPENSATION

18.1 Salary and Extra-Duty Schedules

Retroactive to August 25, 1990, the professional compensation for teachers shall be as set forth in the "Basic Salary Schedule for Teachers," the "Basic Salary Schedule for Psychologists," and the extra-duty job schedule as listed in this section. See Appendixes (Sections 31 and 32) for salary schedules.

18.2 Salary Schedule Credits

18.2.1 BA+12 and BA+24 Credits

The additional 12 and 24 hours indicated for the BA+12 and BA+24 in the schedule "Basic Salary Schedule for Teachers" shall include semester hours of graduate credit only. The credits referred to must be from a North Central accredited school or from one accredited by an equivalent agency and must be earned after the indicated degree.

18.2.2 MA+12 and MA+24 Credits

The additional 12 and 24 hours indicated for the MA+12 and MA+24 in the schedule "Basic Salary Schedule for Teachers" may include semester hours of graduate and/or undergraduate credit. The credits referred to must be from a North Central accredited school or from one accredited by an equivalent agency and must be earned after the indicated degree.

18.2.3 Course Approval for Upgrading

With the exception of semester hours related to school administration, pupil personnel, or curriculum and instruction, only those additional semester hours beyond the BA and MA which are relevant to the teacher's responsibilities or assignment shall be counted for upgrading on the salary schedule. Prior approval for all courses to be taken for upgrading on the salary schedule must be obtained from the Assistant Superintendent for Personnel Services.

18.3 Annual Salary Increments

Teachers rendering satisfactory service shall receive annual salary increments until the maximum has been reached. An increment may be denied any teacher not fully performing the duties of his/her position. Any increment denied will be explained in writing to the teacher prior to tendering the contract for the subsequent year.

18.4 Salary Schedule Level Changes

Teachers whose qualifications enable them to move from one level of preparation to the next higher level must give transcripts proving this to their principals who will forward them to the Assistant Superintendent of Personnel. The Board acts on advancement at the October and March meetings. Resultant compensation changes are made retroactive to the first day of the semester in which the eligibility is established.
18.5 Salary Payments

The salary to which a teacher is entitled under his/her individual contract will be paid in twenty-two (22) or twenty-six (26) equal installments except that for the 1989-90 school year, only, there shall be twenty-three (23) or twenty-seven (27) equal installments. Teachers who opt to be paid in twenty-six (26) and twenty-seven (27) equal installments shall be paid in fifty-three (53) consecutive payments commencing on August 26, 1988.

18.6 Compensable Extra-Duty Responsibilities

Teachers who satisfactorily perform assigned extra-duty responsibilities which are in addition to their regular classroom duties and regularly assigned extra-curricular work will be paid additional compensation above the basic salary schedule as set forth in the schedule “Compensable Extra-Duty Responsibilities.”

18.7 Salary Differential—Exceptional Education Teachers

18.7.1 EMH/TMH Teachers

Teachers who are fully certified by the Wisconsin Bureau for Handicapped Children and the State Department of Public Instruction will be paid a salary differential equivalent to two (2) steps above their normal eligible step placements when they are assigned to teach mentally handicapped children: Except that teachers whose employment commences after July 1, 1972, and who are assigned to teach educable or trainable mentally handicapped students will be paid a salary differential equivalent to one (1) step above their normal eligible step placement; teachers whose employment commences after July 1, 1973, and who are assigned to teach educable or trainable mentally handicapped students will not be paid a salary differential.

18.7.2 ED Teachers

The additional two (2) step placement on the teacher salary schedule advantage given to exceptional education ED teachers for 1990-91 will be given to other District exceptional education ED teachers under the following conditions:

18.7.2.1 The additional step(s) will be phased in starting with the 1991-92 school year.

18.7.2.2 Current exceptional education ED teachers below step 6 who have not previously received a step placement advantage will receive one (1) additional step at the start of the 1991-92 school year and one (1) additional step at the start of the 1992-93 school year.

18.7.2.3 Current exceptional education ED teachers from step 6 to step 12 who have not previously received a step placement advantage will receive one (1) additional step at the start of the 1991-92 school year.

18.7.2.4 Exceptional education ED teachers receiving the additional step(s) advantage may not advance beyond step 14 of the teacher salary schedule.

18.7.2.5 The additional step(s) advantage may only be received once.
18.7.2.6 Exceptional education ED teachers who have received the additional step(s) advantage shall forfeit the additional step(s) if they transfer out of ED.

18.7.2.7 Exceptional education ED teachers at the Olympia Brown Alternative Center shall receive the additional step(s) outlined in sections 18.7.2.2 and 18.7.2.3 except that they shall be implemented starting with the 1990-91 and 1991-92 school years.

18.8 Summer School/Curriculum Writing/Counseling Compensation

The compensation for a teacher issued a summer school contract will be prorated at .0025 of his/her annual base salary per half day. The daily rate for a teacher involved in preparing curriculum or in counseling will be .00375 of his/her annual salary.

18.9 Salary Deductions

Deductions from a teacher's salary because of absence not allowable shall be the yearly salary divided by the number of contract days for each day absent.

18.10 Work Beyond School Year Calendar Compensation

A teacher who is assigned to work beyond the regular school year calendar shall receive prorata payment based on his/her payment on the "Basic Salary Schedule for Teachers," except as provided elsewhere in this Agreement.

18.11 Extra-Duty Position Contract

18.11.1 Supplemental Contract

Teachers who are appointed to extra-duty responsibility positions, excluding intern supervisors, will be covered by the supplemental contract with respect to such position. The terms of the supplemental contract are subject to the terms of the Agreement.

18.11.2 Probationary Period

A teacher who holds a supplemental contract for an extra-duty responsibility position may be removed from such position by the Board without application of the good cause standard, referred to in subsection 7.2, during a probationary period of two (2) years which shall exist from his/her date of appointment to such extra-duty responsibility position.

18.12 Prorating Part-Time Experience

If a part-time teacher is assigned to a full-time teaching position, the part-time experience shall be prorated to determine the full-time equivalency for placement on the "Basic Salary Schedule for Teachers."

18.13 Counselor Compensation Days

Prior to the beginning of any school year, the District may ask high school counselors to work on days not required of other teachers. These days will be on or during a period of no more than ten (10) work days prior to the new teacher reporting date. It is understood that this is an activity which is entirely voluntary on the part of the counselor and that payment will be in the
form of an equal number of compensation days. The scheduling of these compensation days will be with the approval of the principal. Approval will be granted unless the absence would result in a curtailment of necessary counseling services.

18.13.1 Number of Days

Each high school will be allowed a maximum of eighteen (18) days per year.
18.14 Schedule Compensable Extra-Duty Responsibilities

<table>
<thead>
<tr>
<th>Position</th>
<th>Individual Contract Periods</th>
<th>Extra Compensation Ratio*</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Helping Teachers</td>
<td>10 1/4</td>
<td>.037</td>
</tr>
<tr>
<td>Subject Helping Teachers</td>
<td>10</td>
<td>.020</td>
</tr>
<tr>
<td>Music Helping Teachers</td>
<td>10</td>
<td>.025</td>
</tr>
<tr>
<td>Diagnosticians</td>
<td>10</td>
<td>.037</td>
</tr>
<tr>
<td>Helping Clinician</td>
<td>10 1/2</td>
<td>.037</td>
</tr>
<tr>
<td>High School Department Chairman</td>
<td>10</td>
<td>.044</td>
</tr>
<tr>
<td>High School Instrumental Music</td>
<td>10</td>
<td>.044</td>
</tr>
<tr>
<td>High School Instrumental Music Assistant</td>
<td>10</td>
<td>.029</td>
</tr>
<tr>
<td>High School Vocal Music</td>
<td>10</td>
<td>.044</td>
</tr>
</tbody>
</table>

High School Dramatics (per high school)**
For 2 Major and 1 Minor Productions
- Director (each Major)                         | .020
- Assistant Director (each Major)               | .015
- Director (Minor)                              | .015
- Assistant Director (each Minor)               | .010

For 1 Major and 1 Musical Productions
- Director (Major)                               | .020
- Assistant Director                             | .015
- Director (Musical)                             | .029
- Assistant Director (Technical)                 | .020
- Assistant Director (Vocal)                     | .020
- Assistant Director (Instrumental)              | .020
- Assistant Director (Choreography)              | .015

For 1 Major and 2 Minor Productions
- Director (Major)                               | .020
- Assistant Director                             | .015
- Director (each Minor)                          | .015
- Assistant Director (each Minor)                | .010

Middle School Dramatics (per school)**
For 2 Major and 1 Minor Productions
- Director (each Major)                          | .014
- Assistant Director (each Major)                | .010
- Director (Minor)                               | .010
- Assistant Director                             | .007
## Professional Compensation

<table>
<thead>
<tr>
<th>Individual Contract Periods</th>
<th>Extra Compensation Ratio* (1.00 = MA+24)</th>
</tr>
</thead>
</table>

### For 1 Major and 1 Musical Productions
- **Director (Major)**: 0.014
- **Assistant Director**: 0.010
- **Director (Musical)**: 0.020
- **Assistant Director (Technical)**: 0.013
- **Assistant Director (Vocal)**: 0.013
- **Assistant Director (Instrumental)**: 0.013
- **Assistant Director (Choreography)**: 0.010

### For 1 Major and 2 Minor Productions
- **Director (Major)**: 0.014
- **Assistant Director**: 0.010
- **Director (each Minor)**: 0.010
- **Assistant Director (each Minor)**: 0.007

### Summer Drivers' Education Program
- **Director (1 week before - 1 week after program)**: 0.212
- **Behind the Wheel**: 0.037
- **Classroom**: 0.047
- **Range & Simulator**: 0.047

### Elementary, Middle School, Senior High Team Leader
  - Less than five (5) teachers including team leader: 0.020
  - Five (5) or more teachers: 0.025
- **Unit Leaders (Multi-grade level)**: 10
- **Elementary Adm. Assistants**: 10
- **Bilingual Coordinator**: 10 ½
- **Foreign Language Coordinator**: 10 ½
- **Home Econ. Coordinator**: 10 ½
- **Industrial Arts Coordinator**: 10 ½
- **Vocational Guidance Coordinator**: 10 ½
- **Student Treasury Advisor**: 10
- **Supervisor of Interns (1 intern semester)**: 10
- **Debate**: 10
- **Forensics**: 10
- **School Social Worker (Certified)**: 10
- **Work Experience Coordinator**: 10 ½
- **Middle School Vocal Music**: 0.020
- **Middle School Vocal Music – Second Person**: 0.010
- **Middle School Instrumental Music**: 0.020
- **Middle School Instrumental Music – Second Person**: 0.010
- **Middle School Newspaper**: 0.020
- **Middle School Yearbook**: 0.020
- **Middle School Student Government**: 0.020
- **High School Student Government Advisor**: 0.010
- **High School Science Team Coach**: 0.020
Teachers conducting the summer courses "Field Studies in Earth Science" and "Wisconsin Walkabout" shall receive twice their daily rate of pay for each day the summer course is conducted.

Teachers involved in curriculum writing programs occurring outside of the regularly scheduled school day shall be compensated at eighty percent (80%) of their pro rata hourly rate for each hour of curriculum writing involvement.

- Intramural Coordinator: .040
- Intramural Supervisor (per activity): .020
- Intramural/Extramural Coach:
  - Eight (8) week program: .025
  - Six (6) week program: .020
- Academic Decathlon Advisor: .020
- Voluntary After School Study Hall: .020
- Student Assistance Program Building Coordinator: .035
- Magnet School Coordinator: .036

Ten (10) middle school subject representatives at each of the five (5) larger middle school as follows:

- Art/Foreign Language: .020
- Business Education/Technical Education: .020
- Home Economics: .020
- Physical Education: .020
- Music/Speech/Drama: .025
- Math: .025
- Language Arts/Reading: .025
- Science: .025
- Social Studies: .025
- Exceptional Education: .025

**P-5 POSITIONS**

P-5 positions will be paid retroactive to November 1, 1991. Full compensation for the 1st semester shall be paid on the first extra duty pay period in December 1991.

**Tutoring.** Two teachers from each P-5 school would be assigned on a voluntary basis for after-school tutoring and would be paid at a rate of $17 per hour, or portion thereof. Tutoring will not exceed five (5) hours per week. Assistants may be assigned to such tutoring sessions as part of their regular work day.
Coordinator/Specialists Rates
Olympia Brown - P-5 Coordinator
Janes - P-5 Coordinator/Teacher
Winslow - P-5 Coordinator/Teacher
Johnson - P-5 Language Arts Specialist

Outposting/Overflow. In the future, the parties will bargain upon request the impact of increased class loads of teachers in overflow schools where the increase is due to students displaced from P-5 schools.

Inservice. Teachers may be released from classroom duties for P-5 inservicing during regular school days. If inservicing is done after school, teachers who are being inserviced will be paid at the rate of $14.50 per hour. Teachers as P-5 inservice presenters, will take a pay deduct and be paid $300 per day for inservicing during the school day, or $35.00 per hour after the school day. Coordinators do not get paid for inservice delivery, but do for receiving inservice.

Clubs. P-5 club advisors will be paid at the rate of .010. The foregoing rate was computed with the understanding that clubs will meet a maximum of 38 times per year. Clubs that meet less will have their club advisor pay reduced on a pro-rata basis. Teachers get first preference for such jobs on a voluntary basis.

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* Extra Compensation Ratio: The percent by which the MA+24, 14th step is multiplied to give the annual extra compensation.

** These positions are not covered by extra-duty position contract referred to in subsection 18.11: Positions of high school dramatics, middle school dramatics, summer drivers' education program, school social worker (certified), and high school science team coach given a double asterisk to show the extra-duty contract does not apply to them.

*** Maximum eight (8) positions per school. Activities to include soccer, volleyball, track, cross country, softball, basketball, etc.
### Extra-Duty Compensation Ratio—Senior High Head Coaches

**EXTRA-DUTY COMPENSATION RATIO**
Steps Based on Years of Coaching Experience
Senior High School

<table>
<thead>
<tr>
<th>Position</th>
<th>Step 1 (1-5 Yrs.)</th>
<th>Step 5 (6-10 Yrs.)</th>
<th>Step 10 (Over 10 Yrs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head Football</td>
<td>0.072</td>
<td>0.080</td>
<td>0.088</td>
</tr>
<tr>
<td>Head Boys Basketball</td>
<td>0.065</td>
<td>0.073</td>
<td>0.081</td>
</tr>
<tr>
<td>Head Boys Track</td>
<td>0.063</td>
<td>0.071</td>
<td>0.079</td>
</tr>
<tr>
<td>Head Wrestling</td>
<td>0.061</td>
<td>0.069</td>
<td>0.077</td>
</tr>
<tr>
<td>Head Girls Track</td>
<td>0.063</td>
<td>0.071</td>
<td>0.079</td>
</tr>
<tr>
<td>Head Girls Gymnastics</td>
<td>0.051</td>
<td>0.059</td>
<td>0.067</td>
</tr>
<tr>
<td>Head Boys Gymnastics</td>
<td>0.051</td>
<td>0.059</td>
<td>0.067</td>
</tr>
<tr>
<td>Head Boys Swimming</td>
<td>0.051</td>
<td>0.059</td>
<td>0.067</td>
</tr>
<tr>
<td>Head Boys Baseball</td>
<td>0.041</td>
<td>0.049</td>
<td>0.057</td>
</tr>
<tr>
<td>Head Baseball – Summer</td>
<td>0.063</td>
<td>0.071</td>
<td>0.079</td>
</tr>
<tr>
<td>Head Girls Basketball</td>
<td>0.065</td>
<td>0.073</td>
<td>0.081</td>
</tr>
<tr>
<td>Equipment Manager</td>
<td>0.035</td>
<td>0.041</td>
<td>0.048</td>
</tr>
<tr>
<td>Head Girls Volleyball</td>
<td>0.032</td>
<td>0.038</td>
<td>0.045</td>
</tr>
<tr>
<td>Head Boys Volleyball</td>
<td>0.032</td>
<td>0.038</td>
<td>0.045</td>
</tr>
<tr>
<td>Head Boys Tennis</td>
<td>0.032</td>
<td>0.038</td>
<td>0.045</td>
</tr>
<tr>
<td>Head Girls Swimming**</td>
<td>0.051</td>
<td>0.059</td>
<td>0.067</td>
</tr>
<tr>
<td>Head Boys Golf</td>
<td>0.032</td>
<td>0.038</td>
<td>0.045</td>
</tr>
<tr>
<td>Head Girls Softball</td>
<td>0.041</td>
<td>0.049</td>
<td>0.057</td>
</tr>
<tr>
<td>Head Girls Tennis</td>
<td>0.032</td>
<td>0.038</td>
<td>0.045</td>
</tr>
<tr>
<td>Head Girls Golf</td>
<td>0.032</td>
<td>0.038</td>
<td>0.045</td>
</tr>
<tr>
<td>Head Boys Soccer</td>
<td>0.041</td>
<td>0.049</td>
<td>0.057</td>
</tr>
<tr>
<td>Head Girls Soccer</td>
<td>0.041</td>
<td>0.049</td>
<td>0.057</td>
</tr>
<tr>
<td>Head Boys Cross Country</td>
<td>0.032</td>
<td>0.038</td>
<td>0.045</td>
</tr>
<tr>
<td>Head Girls Cross Country</td>
<td>0.032</td>
<td>0.038</td>
<td>0.045</td>
</tr>
<tr>
<td>Head Cheerleader Advisor</td>
<td>0.032</td>
<td>0.038</td>
<td>0.045</td>
</tr>
<tr>
<td>Head Pom Pon Advisor</td>
<td>0.032</td>
<td>0.038</td>
<td>0.045</td>
</tr>
</tbody>
</table>

* Extra Compensation Ratio: The percent by which the MA+24, 14th step is multiplied to give the annual extra compensation.

** An additional swimming coach will be provided when regular participation in swimming exceeds the ratio of twenty (20) students: one (1) coach.
### EXTRA-DUTY COMPENSATION RATIO*  
Steps Based on Years of Coaching Experience  
Senior High School

<table>
<thead>
<tr>
<th>Position</th>
<th>Step 1 (1-5 Yrs.)</th>
<th>Step 5 (6-10 Yrs.)</th>
<th>Step 10 (Over 10 Yrs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Football</td>
<td>.044</td>
<td>.053</td>
<td>.062</td>
</tr>
<tr>
<td>Asst. Boys Basketball</td>
<td>.041</td>
<td>.049</td>
<td>.057</td>
</tr>
<tr>
<td>Asst. Boys Track</td>
<td>.048</td>
<td>.055</td>
<td>.063</td>
</tr>
<tr>
<td>Asst. Wrestling</td>
<td>.041</td>
<td>.049</td>
<td>.057</td>
</tr>
<tr>
<td>Asst. Girls Track</td>
<td>.048</td>
<td>.055</td>
<td>.063</td>
</tr>
<tr>
<td>Asst. Girls Gymnastics</td>
<td>.031</td>
<td>.039</td>
<td>.047</td>
</tr>
<tr>
<td>Asst. Boys Gymnastics</td>
<td>.031</td>
<td>.039</td>
<td>.047</td>
</tr>
<tr>
<td>Asst. Boys Swimming**</td>
<td>.031</td>
<td>.039</td>
<td>.047</td>
</tr>
<tr>
<td>Asst. Boys Baseball</td>
<td>.032</td>
<td>.038</td>
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<tr>
<td>Asst. Girls Basketball</td>
<td>.041</td>
<td>.049</td>
<td>.057</td>
</tr>
<tr>
<td>Asst. Girls Volleyball</td>
<td>.029</td>
<td>.034</td>
<td>.039</td>
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* Extra Compensation Ratio: The percent by which the MA+24, 14th step is multiplied to give the annual extra compensation.

** An additional swimming coach will be provided when regular participation in swimming exceeds the ratio of twenty (20) students: one (1) coach.
19 INSURANCE & RETIREMENT

19.1 Group Hospitalization Surgical/Medical Plan

19.1.1 Cost to Teachers

The Board shall provide each teacher [except where both spouses are employees, only one (1) will be eligible for family coverage] an opportunity to participate in a group hospitalization and surgical/medical benefit plan. Participants will pay ten dollars ($10.00) per month per year for single coverage and twenty dollars ($20.00) per month for family coverage through an automatic salary deduction established by the Payroll Department. The Board shall pay the balance of the cost of such group hospitalization and surgical/medical benefit plan.

19.1.2 Comparable Plan/Prescription Drug Plan

The Board shall provide a plan comparable to Attachment "A". The District will agree to bargain any changes in Attachment "A" other than those mandated by law. If the District proposes changes in Attachment "A" or knows of changes mandated by law, it will notify the Association. A prescription drug plan will be provided with a two dollar ($2.00) deductible per prescription individual payment, during the term of this agreement. The District will issue prescription insurance plan cards to teachers as part of its prescription insurance plan. Teachers will be responsible for the two dollar ($2.00) deductible payment at the time of purchase.

19.1.3 Insurance Plan Administrators

The plan Attachment "A" will be administered through Wausau Insurance Company. Bravell Claims Management will administrate the prescription drug plan. The named administrators shall continue unless the District has a legal obligation to change. Named administrators will sunset at the termination of the agreement and will not be part of status quo but will be bargained with the Association before a unilateral change is made. This is not an admission on the part of the District that named plan administrators are a mandatory subject of bargaining.

19.1.4 Modifications

Attachment "A" will be modified as follows:

19.1.4.1 Usual and Customary Provision

The Usual and Customary provisions other than those for surgeons or assistant surgeons will be held in abeyance until the expiration of this agreement. The Usual and Customary abeyance will sunset at the end of this agreement and will not be considered part of the status quo.
19.1.4.2 Pre-Notification

Pre-notification will be required for hospital inpatient admissions, major surgery, and maternity. Notification is also required for emergency admissions. The Association will in good faith encourage the use of the pre-notification provision.

19.1.5 Cost of New Benefits

The cost of any new benefits mandated by law during the term of this Agreement will be shared equally between the participants and the District.

19.2 Insurance Participation for Teachers on Leave

Any teacher on a leave of absence will be eligible to participate in the group hospitalization and surgical/medical benefit plan provided he/she pays the full premium cost, except the payment may be waived as provided elsewhere in this Agreement.

19.3 Disability Benefit

Within a reasonable period of time after this agreement is approved, the District shall provide disability benefits comparable to the revised CNA insurance policy as proposed by the Association.

19.4 Group Life Insurance Plan

19.4.1 Teacher/Board Contributions

The Board shall make available a Life Insurance Group Plan. Teachers shall pay the premium called for by the plan. The Board shall add an amount equal to thirty-two percent (32%) of the teacher contribution toward this plan.

19.4.2 Comparable Plan

The Board shall provide a plan comparable to that in effect August 24, 1988, during the term of this Agreement.

19.5 Group Dental Benefit Plan

The Board shall provide each teacher the opportunity to participate in a group dental benefit plan comparable to that in effect August 24, 1988. Participants will pay one dollar ($1.00) per month per year for single coverage or three dollars ($3.00) per month per year for family coverage through an automatic salary deduction established by the Payroll Department.

19.6 Retirement Plan

19.6.1 Wisconsin Retirement System

All teachers shall be included in the Wisconsin Retirement System.
19.6.2 Board Contribution to Plan

Up to December 31, 1991 the Board shall pay to the Department of Employee Trust Funds, six percent (6%). Effective with the date this agreement is approved, the Board shall pay to the Department of Employee Trust Funds, Wisconsin Retirement System, the contributions required by the statutes to be deducted from the earnings of each participant, an amount equal to 6.2% of each participant’s salary schedule, including extra-duty compensation, earnings, as well as summer school compensation covered by the statutes, all based on the following conditions:

19.6.2.1 Payment by Member

That for the purposes of said statutes, said payment by the Board shall be considered to have been made by the said participating members; and

19.6.2.2 Not Monthly Compensation

That said payments by the Board shall not be considered additional monthly compensation in computing the amount of the pension payable under the statutes.

19.6.3 Reporting of Board Contributions

Further, all such payments of contributions by the Board shall be reported to the Wisconsin Retirement System in the same manner as though deducted from the earnings of participating employees, and all such payments of contributions made by the Board shall be available for all retirement fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of participating employees, it being understood that such payments made by the Board shall not be considered municipality contributions.

19.7 Tax Sheltered Annuities

The Board shall make available payroll deductions for tax sheltered annuities, if allowed by law. (In addition to the normal contribution to the Wisconsin Retirement System, a teacher may, in lieu of compensation, have a tax sheltered annuity purchased by the District with the provision that the amounts for this annuity be currently non-taxable, the annuity itself being fully taxable upon receipt, if allowed by law.)

19.8 Liability Insurance

The Board shall provide liability insurance which covers the cost of legal defense and judgments up to $1,000,000 for tort liability incurred in the course of employment with the Board. In addition, the District shall defend all legal actions against a teacher which arise out of the performance or nonperformance of his/her regular duties, including, but not limited to, negligence or malpractice claims and which are not otherwise covered by the liability insurance provided by the Board, in accordance with sec. 895.46, Wisconsin Statutes.

19.9 Early Retirement

A teacher may retire early at age fifty-five (55) providing that the teacher has taught at least fifteen (15) years in the Racine Unified School District in regular full-time teaching duties. The retiring teacher shall be eligible for continuing hospital surgical/medical coverage until age sixty-five (65)
or until the retiring teacher becomes eligible for Medicare (whichever comes first). The hospital surgical/medical coverage will be comparable to that in effect for active teachers as set out in this labor agreement except there will be no cost to participant.

19.9.1 Notification to the District

Teachers wishing to avail themselves of this early retirement option must notify the Assistant Superintendent for Staff Personnel Services of such intention prior to April 15 of any year or no less than ninety (90) days prior to the start of the second semester when retirement is to be at the end of the first school semester.

19.9.2 Early Retiree Spouse Insurance

In the event of the death of the early retiree prior to reaching age sixty-five (65) or obtaining Medicare, the surviving spouse may continue single hospital surgical/medical coverage without cost providing such spouse was covered under the terms of District hospital surgical/medical family coverage at the time of the retiree's death. This single coverage will terminate at the time the surviving spouse reaches age 65 or becomes eligible for Medicare coverage.

19.10 IRS 125 and 129 Plans

19.10.1 The Board shall make available to teachers a program which implements the provisions of IRS 125 and 129 (commonly referred to as a "Cafeteria Plan") (to include but not limited to the ability to "shelter" insurance payments, day care costs, etc.)

19.10.2 The Board shall include teacher benefits that qualify for the 125 shelter as presented by the Association so long as this inclusion is at no cost to the Board other than normal administrative costs.

19.10.3 The District will make reasonable efforts to implement the Cafeteria Plan by October 1, 1992. The plan will be administered through an administrator of the District's choice.
20 DUES DEDUCTION & FAIR SHARE

20.1 Association Membership

The Association, as the exclusive representative of all the teachers in the bargaining unit, will represent all such teachers, Association and non-Association, fairly and equally, and all teachers in the unit will be required to pay, as provided in this Section, their fair share of the costs of representation by the Association. No teacher shall be required to join the Association or other labor organization, but membership in the Association shall be made available to all teachers who apply, consistent with the Association Constitution and Bylaws. No teacher shall be denied Association membership because of race, creed, color, sex, handicap or age.

20.2 Fair Share Payroll Deduction

The Board agrees that effective thirty (30) days after the opening of school or for teachers hired after the opening of school, in which case thirty (30) days after the date of initial employment, for teachers who have not authorized deductions as provided in subsection 20.3 below, the Board will deduct from the biweekly earnings of all such teachers in the collective bargaining unit an amount of money equivalent to the annual cost of representation certified by the Association as the current cost of representation uniformly required of all members of the Association, and pay the amounts to the Association as soon as possible after collection.

20.3 Membership Dues Payroll Deduction

The Board shall deduct dues of members of the Racine Education Association from the payroll checks of those who have authorized such deductions in writing. Authorization to collect dues via payroll deduction shall remain in effect permanently unless countermanded in writing to the Director of Employee Relations and the Executive Director of the Association prior to August 1 of any given year. The Association will certify to the Director of Employee Relations the amount of the biweekly dues deduction and the number of pay periods such is to be collected at least fifteen (15) days prior to the time the dues are first to be deducted. The Board will pay the amounts to the Association as soon as possible after collection.

20.4 Changes in Deduction Amounts

Changes in the amount to be deducted as set forth in subsection 20.2 above shall be certified by the Association no less than fifteen (15) working days before the effective date of the change.

20.5 List of Deductions

The Board will provide the Association with a list of teachers from whom deductions are made with each biweekly remittance to the Association.

20.6 Board’s Liability for Deductions

The Board’s liability to the Association is limited to the collection of the funds herein specified and remittances to the Association in accordance with the procedures herein set forth.
20.7 Non-Members/Service Fee

Any teacher, as of the effective date of this Agreement, who was exempt from paying dues, fair share or service fees under the previous Agreement, will remain in an exempt status if such is that teacher's choice. Any teacher, as of the effective date of this Agreement, who was required to pay only seventy-five dollar ($75.00) service fee under the previous Agreement, will not be required to increase this payment under this Agreement if such is that teacher's choice.

20.8 Correction of Deductions

Any error discovered with respect to the deduction of dues, fair share or service fee shall be brought to the attention of the Association and the Association shall make any necessary corrections and/or adjustments if such is its error. The District shall correct its errors by making appropriate adjustments in the next submission of funds to the Association. Such correction may require that adjustments with the approval of the Association be made to a paycheck of a teacher or teachers.
21 SICK LEAVE

21.1 Number of Sick Leave Days

Each regular, full-time teacher will be allowed ten (10) days of sick leave each school year if he/she is absent due to personal illness. Part-time teachers and teachers who have individual contracts of less than a full year will be allowed the sick leave benefit on a prorated basis.

21.2 Accumulation of Sick Leave Days

The ten (10) days of sick leave will be credited at the beginning of each school year. Any unused sick leave credit may be accumulated up to a maximum of one hundred thirty (130) days for each teacher.

21.3 Use of Accumulated Sick Leave

A teacher requesting approval of the use of accumulated sick leave shall have a form completed by his/her licensed physician indicating the nature of his/her illness and shall forward such form to the Superintendent. A teacher need make only one (1) request per year for use of accumulated sick leave except in cases where the repeated use of accumulated sick leave exceeds five (5) consecutive work days. Upon receipt of the form, the Superintendent will present the request of this use of accumulated sick leave to the Board.

21.4 Accumulated Sick Leave Days Credit

Upon beginning employment with the Board, a teacher previously employed by a school district as a full-time certified teacher shall receive as accumulated sick leave days, seventy percent (70%) of this total: ten (10) times (the teacher’s step placement on the salary schedule); except that a teacher shall not receive more than the maximum number of accumulated sick leave days allowed under subsection 21.2.

21.5 Worker's Compensation Sick Leave Credit

A teacher absent as a result of being injured while at work may supplement Worker's Compensation by taking accumulated sick leave in fractions (to the nearest tenth) of days. A maximum of up to ten (10) days sick leave credit in any one school year will be reinstated to offset sick leave taken for the purpose of supplementing Worker’s Compensation during that year.

21.6 Accounting of Sick Leave

Every teacher shall receive an accounting of sick leave usage annually.
22 LEAVE OF ABSENCE

22.1 Short Term Leaves

Leave of absence without loss of pay will be granted as follows:

22.1.1 Funeral Leave

A total of five (5) days will be allowed, when requested, for each death in the immediate family. This five (5) day leave may not extend beyond two (2) calendar days after the funeral. The immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandson, granddaughter, and any other person to whom the teacher stood in the mutually acknowledged relation of parent or child.

22.1.2 Critical Illness Leave

A total, not to exceed five (5) days in any one school year, may be allowed for absence due to the illness of members of the immediate family when the illness is critical and requires the immediate presence of the teacher. Such absence is not allowed to take care of a patient, but allowed only when the illness of a relative is considered at a crisis state requiring the attendance of the teacher. A doctor's statement may be requested to establish eligibility.

22.1.3 Delivery/Adoption of Child Leave

A teacher may be absent with pay no more than one (1) day to attend the delivery of his/her child. A teacher may be absent with pay no more than one (1) day for the adoption of his/her child.

22.1.4 Emergency Leave

Under extreme circumstances, emergency leave of not more than three (3) consecutive days may be granted a teacher at the sole discretion of the Superintendent upon written application by the teacher forwarded to the Superintendent via the teacher's principal or supervisor. The written application shall include details of the extreme circumstances which made the absence unavoidable.

22.1.5 Personal Leave Days

A teacher may take up to two (2) days per school year of unrestricted personal leave and receive compensation at the rate of fifty percent (50%) of his/her daily rate of pay as determined by subsection 18.9, upon condition that:

22.1.5.1 Written Request

The teacher submit a written request to his/her principal or other supervisor and the Assistant Superintendent of Personnel at least three (3) days before the day he/she desires personal leave; and,
22.1.5.2 Restriction of Days

The teacher's request is not for a day immediately before or after either a holiday or recess period; and,

22.1.5.3 Substitute Available

The teacher's principal or other supervisor and the Personnel Department can secure an adequate substitute if the principal or other supervisor deems a substitute is needed.

22.1.6 Educational Conferences

Absence to attend educational conferences and/or meetings will be permitted, pursuant to existing Board policy.

22.2 Medical Leave of Absence

A teacher who is unable to perform his/her regular duties due to illness automatically shall be placed on a medical leave of absence after he/she has used all accumulated sick leave; such leave shall extend at most for two (2) full semesters or until he/she is covered by medicare, whichever is shorter; during this medical leave of absence, the teacher shall not receive any compensation except the teacher may continue existing participation in medical and life insurance with the Board paying the cost thereof.

22.3 Long Term Leaves

Leave of absence without compensation will be granted as follows:

22.3.1 Educational Leave—Non-Tenured Teacher

A non-tenured teacher will be granted up to a one (1) school year leave of absence for educational purposes.

22.3.2 Educational Leave—Tenured Teacher

A tenured teacher will be granted up to two (2) school years' leave of absence for educational purposes.

22.3.3 Travel Leave

A teacher will be granted a one (1) year leave of absence for purposes of travel.

22.3.4 Child Rearing Leave

For a teacher who desires a child rearing leave which will begin as of the teacher's last day of work (sick leave usage shall be considered a day of work for purposes of this section) and may last for up to two (2) complete semesters after the semester during which such leave begins. If a vacant position is not available at the end of two (2) full semesters, then
the leave shall be extended and the teacher shall be offered the next vacant position for which he/she qualifies. If the teacher does not return to the vacant position, the teacher’s employment shall be terminated.

22.3.5 Association Leave

For a teacher who is appointed to a full-time position with the Association, except that such leave shall not be extended beyond a total of five (5) years.

22.3.6 Service in Political Office Leave

For service in a local, state, or federal political office except that leaves granted for this purpose shall not be for less than the remainder of the semester in which the leave is started nor for more than five (5) years.

22.3.7 Personal Leave of Absence

The Personnel Department may grant the request of a full-time teacher for a personal leave of absence up to one (1) school year so long as no other leave of absence provision set forth in Section 22 applies.

22.3.8 Temporary Assignment to Part-Time Teacher

The Personnel Department may grant the request of a full-time teacher to be temporarily assigned to a part-time position for up to one (1) school year; such teacher shall return to a full-time position at the end of the temporary assignment.

22.3.9 Return from Leave of Absence

A teacher returning from a leave of absence will be placed on the salary schedule at the step and level for which he/she qualifies. All sick leave previously accumulated shall be reinstated.

22.4 Association Business Leave

Teachers shall be excused for Association business without loss of salary. The Association shall reimburse the District for the cost of the substitute(s) when utilized. The Association will make reasonable effort to submit, in writing, such leave requests at least three (3) days prior to the release date. All requests will be made by the Executive Director of the Association. When such leave is to provide a benefit to the District, as well as the Association, the release will be made at no substitute cost to the Association. The Superintendent shall determine whether a benefit to the District can be expected. At no time shall such release be utilized by the Association for a concerted effort toward a job action. Such requests can be denied when qualified substitutes are not available and the Superintendent determines that substitutes are necessary. No more than twelve (12) teachers may be released at any one time unless such is mutually agreed upon by the parties.
23 CITIZENSHIP RESPONSIBILITIES

23.1 Jury Duty

A teacher who loses time from work to serve on a jury will be paid the difference between any fees he/she received for such service and his/her regular compensation. To qualify for this benefit, the teacher must obtain an official record of jury service dates and fees and must present the record to his/her principal or supervisor.

23.2 Political Rights

All teachers will be guaranteed full equality with other citizens in the exercise of their political rights and responsibilities, such as voting, discussion of political issues, campaigning for candidates, and running for and serving in public office.

23.3 Restriction of Political Promotion

Teachers shall not use their instructional prerogative to promote political candidates, parties, or activities.

23.4 Service in Reserve/Guard

A teacher who is a member of the U.S. Armed Forces Reserve or Wisconsin National Guard and is called for short-term emergency duty shall receive the difference between his/her Reserve or Guard pay and his/her regular teacher’s salary for no more than ten (10) school days.

23.5 Attendance at Conventions/Meetings (Political Office)

The Superintendent of Schools at his/her sole discretion may grant a teacher the difference between any remuneration due from municipal or county office and his/her salary when he/she attends infrequent conventions, meetings, or hearings directly related to the responsibilities of his/her office.
24 CURRICULUM & INSTRUCTION

24.1 Development of Curriculum and Instruction

The Board and the Association recognize the important role the teachers play in the development of curriculum and instruction if a quality education program is to be attained.

24.2 Recommendations to Board

The Board and the Association will insure the continuing participation of teachers in an advisory capacity on committees which are formed for making recommendations to the Board concerning, but not limited to, the following:

- Text and supplementary materials
- Courses or curricula for teaching
- Student-teacher roles
- Pupil progress reporting and student records

24.3 Teacher Attendance

When a teacher representative of the Association is mutually scheduled to meet during the school day on any Unified School District committee discussing items of curriculum and instruction, a substitute teacher shall be provided and the teacher shall suffer no loss in pay.
25 JOINT JOB DESCRIPTION COMMITTEE

25.1 Committee Members

A Joint Job Description Committee consisting of the Assistant Superintendent of Personnel, who shall serve as chairman, the Assistant Superintendent of Instructional Services, the Superintendent of Schools or his/her representative, and three (3) persons designated by the Association, shall be established. One (1) representative of the Association shall serve as vice-chairman.

25.2 Committee Charge

The Committee is charged with writing a job description of positions if either the Association, the administrative staff, or the Board requests a definition or redefinition of a position.

25.3 Recommendation to Board

The Committee shall make a recommendation to the Board for its approval.

25.4 Requests to Committee/Meeting Time

Requests for a job description shall be made in writing to the chairman of the Job Description Committee. He/she shall call a meeting within ten (10) school days upon receipt of the request.
26 PHYSICAL EXAMINATIONS

26.1 Requirements

A physical examination is required of all teachers. Continuation of employment depends on a physical condition possible for teaching as determined by such examination. Re-examinations for teachers are required every third year. Failure to take an examination within the specified time may result in non-renewal of individual contract.

26.2 Approved Doctor List

The Superintendent will supply teachers with a list of approved local doctors. A teacher must choose a doctor on the approved list. The examination fee will be paid by the Board.

26.3 Special Examinations

When conditions warrant, the examining physician will indicate to the Board's medical consultant the need for further examination by specialists in the various fields of medicine or the need for special diagnostic tests or aids. Special examinations are paid for by the Board only when the employee is directed by the Board's medical consultant to have further examinations or re-examinations by other physicians. When such occasion arises, the Superintendent will direct the employee to the proper specialists upon recommendation of the medical consultant.
27 ADMINISTRATIVE REASSIGNMENT TO A POSITION WITHIN THE UNIT

27.1 Administrator Return Rights

In the event that an administrator is not assigned to an administrative position, the administrator may be assigned to a teaching position for which he/she may be qualified and certified. The administrator's right to such position shall be the same as any other teacher under the terms of this Agreement. The administrator's length of service shall be as defined in LENGTH OF SERVICE. The administrator so returned shall be placed on the level and step of the salary schedule for which he/she is qualified. The provisions of FAIR SHARE paragraphs as applicable but not subsection 20.7 shall apply to any administrator so reassigned.
28 MISCELLANEOUS

28.1 Association Bulletin Boards

The Association shall have a bulletin board in each building where teachers are assigned. This bulletin board shall be under the exclusive control of the Association building president and the building principal or supervisor.

28.2 Association Announcements

Brief announcements of Association meeting, reminders, and requests may be read over the intercom system in each building. Such announcements shall be made at the times regularly scheduled for announcements in each building and may also be placed in the school bulletins.

28.3 Building Safety

28.3.1 Protection of Students/Employees

The Board and the Association agree that it is important to protect the health, safety and well-being of students and employees. All bargaining unit employees are encouraged to bring apparent safety problems to the attention of the building administrator.

28.3.2 Health/Physical Safety

No employee shall be required to perform work that endangers his/her or any other employee's health or physical safety in the event such determination is made by the proper public safety official.

28.4 Payroll Deduction for Other Items

Any change in the payroll deduction of professional dues and other items concerning individual teacher welfare, i.e., Educator's Credit Union, bank deposit plans, savings bonds, etc., from those in use on the effective date of this Agreement, shall be accomplished upon request of the Association and by a withholding plan acceptable to the Business Office.

28.5 Names and Addresses—New Teachers

Names and addresses of newly hired teachers shall be provided to the Association within fifteen (15) working days after the District receives the teacher's signed individual contract.

28.6 Contract Distribution

Within thirty (30) days of ratification of the Agreement, the Board shall have sufficient copies of the Agreement prepared and delivered to each teacher in the District and one hundred (100) copies to the Association.
28.7 Association Building Representatives

Within thirty (30) days after the beginning of the school year, the Association shall notify the Superintendent in writing of the teachers holding the positions of building representatives for the purpose of handling first level written grievances. Thereafter, the Association will inform the Superintendent in writing of any changes.

28.8 Physical/Occupational Therapists Release Time

Physical Therapists and Occupational Therapists shall have equivalent release time for professional meetings in place of the inservice state teachers' convention.

28.9 Student Treasury Advisor

A student treasury advisor shall work without additional compensation the time necessary at the close of a school session in order to properly close the account books.
29 ENTIRE AGREEMENT

29.1 Full and Complete Agreement

This Agreement reached as a result of collective bargaining represents the full and complete agreement between the parties and supersedes all previous agreements between the parties. Any supplemental amendments to this Agreement shall not be binding upon either party unless executed in writing by the parties hereto.

29.2 Invalid by Operation of Law

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

29.3 Negotiate Impact of Board Decisions/Rules/Policies

Changes in Board decisions, rules or policies which affect the wages, hours or conditions of employment shall be transmitted to the REA in writing and the impact thereof shall be subject to negotiations between the parties at reasonable times during the term of this Agreement. When said negotiations are required, this Agreement shall be amended or modified to incorporate any agreement(s) reached in said negotiation.
30 DURATION

30.1 Duration Dates

This Agreement shall be binding upon the parties hereto and shall be in full force and effect from August 25, 1990, through August 24, 1992. It shall automatically be renewed under the same terms and conditions for consecutive yearly periods thereafter unless either party, prior to January 1 of any year, notifies the other party in writing of a desire to negotiate a changed Agreement.

30.2 Witness Signatures

IN WITNESS WHEREOF, we have hereunto set our signatures this 15th day of January 1992.

RACINE EDUCATION ASSOCIATION

President

Executive Director

Welfare Committee Chairman

RACINE UNIFIED SCHOOL DISTRICT

President, School Board

School District Clerk
31 1990-91 SALARY SCHEDULES (Appendix A)

31.1 Teachers Salary Schedule

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31.2 Psychologists Salary Schedule

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### 32.1 Teachers Salary Schedule

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### 32.2 Psychologists Salary Schedule

#### BASIC SALARY SCHEDULE FOR PSYCHOLOGISTS

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