8-1-1997

Appleton Area School District and Appleton Education Association (1997)
THE AGREEMENT

AND THE MEMORANDUM OF UNDERSTANDING

BETWEEN THE

APPLETON AREA SCHOOL DISTRICT

AND THE

APPLETON EDUCATION ASSOCIATION

1,100 teachers

August 1, 1997
through
July 31, 1999
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PART I - BASIC DECLARATION

A. AGREEMENT

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

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

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

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

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

B. RECOGNITION OF BARGAINING AGENT

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

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

C. BOARD OF EDUCATION FUNCTIONS

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

D. GOOD FAITH BARGAINING

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

E. STANDARDS

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

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

F. ASSOCIATION BUSINESS

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

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

The Grievance Chairperson shall be allowed to attend to Association business during the school day when, except for emergency situations, he/she has nonpupil contact time.

Building representatives of the Association shall be permitted to transact necessary Association business in their assigned buildings during nonpupil contact time.

G. SEPARABILITY CLAUSE

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

This clause is not, however, intended to apply to WERC rulings on the mandatory or permissive nature of topics of bargaining.
Part I – Basic Declaration

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

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

H. NON-DISCRIMINATION

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

I. SUCCESSORS AND ASSIGNS

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

J. COMPLETE AGREEMENT CLAUSE

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

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

K. TERM OF AGREEMENT

This Agreement will become effective July 1, 1997, and it shall remain in effect through June 30, 1999.
PART II - PROCEDURES

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

A. COMPLAINT PROCEDURE

1. Definition

   a. A complaint is defined as any controversy arising over the interpretation or alleged violation of any of the specific terms of this Agreement. Staff and administration are encouraged to discuss any other questions or problems which might arise in an open and meaningful manner.

   b. A complainant may be a professional educator, a group of professional educators or the Association. The complaint must be directly related to the complainant unless it is filed by the Association.

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

3. General Procedures

   a. Since it is important that complaints be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties to this Agreement.

   b. At all levels of the complaint procedure, the complainant will be present, whenever reasonably possible, and may have a representative of the Association present to represent him/her. A representative of the Association has a right to be present at any step in the complaint procedure. The complainant will also have the right to other representation of his/her choice.

   c. The complainant may withdraw the complaint at any time and/or at any level of the complaint procedure without prejudice to the rights of others.

   d. Complaints, appeals and answers at Steps 2, 3, 4 and 5 shall be hand delivered or sent by United States Postal Service. The parties shall inform one another of addresses for applicable mailings. The Chairperson of the Association Grievance Committee shall receive copies of all Step 3 and 4 answers/responses.

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

4. Initiating and Processing: Either prior to or after proceeding to Step 1, a complainant has the option of submitting his/her complaint to the subcommittee of the I.R.C. If this option is elected, it must be done within the applicable timelines contained in the
Part II – Procedures

Complaint Procedure. The subcommittee of the I.R.C. and, if necessary, the full membership of the I.R.C. will endeavor to come up with an acceptable resolution to the complaint. Once a written response is received from the I.R.C. or its subcommittee, the complainant shall have fifteen (15) days to proceed to the next step in the Complaint Procedure if the response is not acceptable. The complainant's contractual rights shall not be diminished nor prejudiced if the decision is to proceed rather than accept the response/suggested resolution.

Step 1. Initiation

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

Step 2. In Writing to the Immediate Administrative Supervisor

If not settled at Step 1, the complaint may move to Step 2. At Step 2, the complaint shall, within five (5) days of the immediate administrative supervisor's answer to the complainant at Step 1, be reduced to writing by the complainant and presented to the immediate administrative supervisor. A written complaint shall contain the name of the complainant(s), a clear and concise statement of the complaint, the issue involved, the date the incident or alleged violation took place, the section(s) of the Agreement alleged to have been violated, the signature of the complainant(s), and the date of the written complaint. The immediate administrative supervisor shall give a written answer no later than five (5) days after receipt of the notice of the appeal.

Step 3. Director of Human Resources

If not settled at Step 2, the written complaint may, within ten (10) days of receipt by the complainant of the written response of the immediate administrative supervisor, be appealed to the Director of Human Resources in writing. The appeal at this Step shall include a copy of the written complaint and response from Step 2. A meeting with the Director of Human Resources or his/her designee may be held prior to the written response, if requested. A written response shall be given by the Director of Human Resources or his/her designee no later than ten (10) days after receipt of the appeal or after the meeting, whichever is later.

Step 4. Board of Education Personnel Committee

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

Step 5. Arbitration

If not settled at Step 4, any controversy arising over the interpretation or alleged violation of any of the specific terms of this Agreement may be submitted by the Association to binding arbitration. Said requests for arbitration shall be made within fifteen (15) days following receipt of the written response at Step 4. The following steps will then be adhered to:

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

b. Procedures

(1) GUIDELINES

(a) The Arbitration Board shall meet with the parties as soon as possible after its selection.

(b) The Chairperson shall determine who shall pay for the arbitration costs, such costs to be the arbitrator’s fee and travel expense. The Chairperson will determine on the basis that the loser pays. In the event of a split decision by the Chairperson, he/she may apportion his/her fees between the parties.

(c) If the arbitration Chairperson requests that the proceedings be transcribed or if the parties jointly request that the proceedings be transcribed, the cost of transcription shall be divided equally between the parties to this Agreement.

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

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

(2) DISPOSITION

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

(b) The Arbitration Board shall not have the authority to change any of the terms or provisions of this Agreement or to add thereto or subtract therefrom.
Part II – Procedures

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

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

B. EMPLOYMENT STATUS

1. Definitions

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

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

c. **Department Head**: A department head has District-wide responsibility for a K-12, K-6 or 7-12 content area with responsibilities similar to supervisors except as limited by contractual provisions.

d. **Discipline**: Discipline may consist of a reprimand, either oral or written, suspension with or without pay, or dismissal.

   (1) **REPRIMAND**: A reprimand is defined as a formal censure or rebuke, either oral or written, to express disapproval of an action or an inaction.

   (2) **SUSPENSION**: Suspension is defined as the temporary removal of a professional educator from his/her position for disciplinary reasons.

   (3) **DISMISSAL**: Dismissal is defined as the termination of a professional educator's employment by the Board for disciplinary reasons during the term of his/her individual contract.

e. **Full-Time Employee**: A full-time employee is a professional educator with a workload as defined in Part III G through Part III J. Professional educators with released time shall be considered as full-time employees.

f. **Involuntary Leave**: A professional educator may be placed on an involuntary leave, with pay, for the good of the District during an investigation for alleged wrongdoing.

g. **Job Sharing**: A 1.0 Grade 1 - Grade 6 position which is staffed by two (2) half-time professional educators working on a cooperative basis.
h. **Layoff**: Layoff is defined as a reduction in the number of regular/replacement full-time or regular/replacement part-time professional educators and/or a reduction in the number of hours of work of a regular/replacement professional educator (for other than disciplinary reasons).

i. **Non-Renewal**: Non-renewal is defined as the termination of employment effective upon expiration of the individual contract under which the professional educator is currently employed.

j. **Non-Teaching Leadership Position**: Non-teaching leadership positions are positions which have been approved by the Board and which involve the assumption of some supervisory/managerial/District-wide duties on a temporary basis. The assignment to such a position may be unilaterally terminated by the administration.

k. **Part-Time Employee**: A part-time employee is a professional educator with a workload less than the equivalent workload of a full-time employee as defined in Part III G through Part III J.

l. **Regular Employee**: A regular employee is a professional educator hired under a normal contract with no time waiver involved.

m. **Replacement Employee**: A replacement employee is a professional educator hired to replace a regular employee who is on a Board-approved paid or unpaid leave and who is hired under a normal contract with a time waiver.

n. **Seniority**: Seniority is defined as the number of years of uninterrupted service worked as a certified professional staff member in the District multiplied by the percent of individual contract time.

o. **Subcontracting**: The assignment of bargaining unit work to employees of the District who are not in the bargaining unit, to the employees of any other employer, or to any other individuals.

p. **Substitute**: A substitute is an employee hired on a limited basis to replace a regular or replacement employee while that professional educator is absent due to a short-term illness, emergency/personal reasons, school business, or similar situations.

q. **Transfer**: A transfer is defined as when a professional educator is moved, fully or partially, from assignment in one building to assignment in another building and there is no unfilled individual contract to be offered.

r. **Vacancy**: A vacancy is defined as when the Board proposes to fill:

   (1) A position for a professional educator where there is an unfilled individual contract to be offered;

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

s. **Without an Assigned Position Status**: A professional educator having no tentative/definite assignment for part or all of his/her individual contract shall be considered as having "without an assigned position" status.
2. **Procedures:**

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

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

   **FOR THOSE HIRED ON OR AFTER THE START OF THE 1994-95 SCHOOL YEAR:** Seniority shall begin on the first day the professional educator was on the job in a regular or replacement position or the day after the posting for that position closed, whichever is later.

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

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

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

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

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

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

      (b) If two (2) or more professional educators are tied in seniority after applying (a), then their position on the salary schedule as measured by Classification and Step placement shall be used to establish their length of service (i.e., the professional educator highest in salary shall be considered more senior).

      (c) If two (2) or more professional educators are still tied in seniority after applying (b), then District-issued W-2 (Wage and Tax Statement) forms from the previous calendar year which may include non-bargaining unit wages shall be reviewed. The professional educator having the highest total wages (including TSA’s) shall be considered more senior.
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(d) If two (2) or more professional educators are still tied in seniority after applying (c), then those in question shall draw straws to determine who shall be considered to be more senior.

(3) Professional educators on paid leave shall continue to accrue seniority and their service shall not be considered as being interrupted. (NOTE: A professional educator on sabbatical leave shall accrue seniority at the same rate he/she accrued it in the immediately preceding school year.)

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

(5) Professional educators on short-term unpaid leaves shall continue to accrue seniority and their service shall not be considered as being interrupted.

(6) A "year of service" is defined as working the normal 185-day school year. Co-curriculars and work outside of the normal 185 days shall not be counted toward "years of service."

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

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

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

(1) Quits;

(2) Is discharged for good cause;

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

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

(5) Retires;

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

b. Contracts: The Board will not enter into individual contracts with any professional educator(s) covered by this Agreement contrary to the provisions of this Agreement.
Individual contracts for all professional educators shall be on a standard form which shall follow applicable state and federal statutes and which shall not abrogate any of the terms and/or conditions of this Agreement.

If vacancies due to resignation, new position, etc., are filled on or before the last seventy (70) contract days of the school year, individual contracts shall be issued to the new employees.

When a professional educator is not earning any salary (NOTE: Sabbatical leave compensation is not considered salary) due to absence/leave and this situation is to continue for a minimum of seventy (70) contract days, then an individual contract shall be issued to his/her replacement.

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

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

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

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

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

(1) Should either or both professional educators wish to discontinue the sharing arrangement, this can only be done when a vacancy occurs for which the professional educator(s) wishing to discontinue the arrangement can qualify and there is no one on the recall list who qualifies. In such situations, the senior professional educator has the option of remaining or moving to a vacant position. The normal rules for filling a vacant position apply.

(2) Should one of the professional educators resign, be laid-off or otherwise terminate his/her employment, the other professional educator shall be given the first option of having a full-time contract and the full-time position without posting. If he/she elects this option, then he/she has up to one quarter (not to exceed 45 days) to make the transition to full-time. If the professional educator does not elect this option, and it is the last quarter of the school year, then the vacancy shall be filled by a substitute. If it is not the last quarter of the school year, then it shall be filled via a regular posting. If either of the latter two situations occur, then at the end of the school year, the original job-sharing professional educator must find a new official partner, return to full-time, or resign.

(3) During the first three years, the job-sharing arrangement shall be cooperatively evaluated by the professional educators and the building principal to determine if it should be continued for the succeeding year. A decision to discontinue it shall not be arbitrary and/or capricious, and shall be made by February 15th. If the decision is to discontinue the job-sharing arrangement, it shall be treated as a "without an assigned position" situation and the senior professional educator has the option of remaining in or leaving the position.

(4) The professional educators in a job-sharing arrangement, including those in a recognized split position, are expected to substitute for one another, whenever feasible. However, long-term substituting is recognized as not fitting the intent of the job-sharing arrangement that has been implemented. Thus, while the remaining professional educator will be given the first opportunity to do long-term substituting for the other, it is not considered to be an expectation.

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

(5) Both professional educators shall be responsible for attending the parent-teacher conferences referenced in Part III J of this Agreement. With respect
to the compensatory time which is provided for night conferences, the professional educators shall decide how this time is to be apportioned. If there is no mutual agreement, then schedules shall be rearranged so that the time may be split.

(6) Professional educators in a job-sharing arrangement have the same rights as full-time professional educators with regard to exercising professional judgment in attending faculty meetings. However, although one would be responsible for finding out what transpired, attendance at meetings which are held at a time not contiguous to one's work schedule is purely voluntary.

(7) The portion of the three (3) teacher orientation days at the start of the school year that fall outside the contractual obligation of a professional educator who is fifty percent (50%) do not have to be attended. A professional educator may do so voluntarily. Compensatory time for attendance may also be approved at the discretion of the administration.

(8) On days with staff development time, the professional educators shall adjust their daily schedules, if necessary, so that each can fulfill his/her contractual obligation for the year with a balance of time with students and staff development activities. Anything beyond one's contractual obligation (0.5) shall be voluntary and compensatory time for attendance shall be approved.

(9) Individuals involved in scheduling elementary specialists shall attempt to divide the total specialist time allocated equally between the two (2) professional educators.

d. **Discipline and Non-renewal:** The normal progression of disciplinary action shall be:

   (1) Oral reprimand including a formal report form;
   (2) Formal written reprimand;
   (3) Suspension;
   (4) Dismissal.

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

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

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

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

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

(1) SUSPENSION, DISMISSAL, NON-RENEWAL

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

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

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

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

(2) ARBITRATION: Oral reprimands shall not be subject to arbitration.

(3) NOTIFICATION: The Association President shall be given written notice of any formal written reprimand, any proposed or actual suspension, dismissal or non-renewal.

e. Disciplinary Records: Upon the written request of a professional educator, the following materials shall be removed from his/her personnel file:

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

(2) A letter/memorandum expressing disapproval of an action or an inaction if there has been no other record of such either within the subsequent six (6) months or within the six (6) months preceding the written request;
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(3) Formal written reprimand and any supporting documents if there has been no other record of infractions either within the subsequent year or within the year preceding the written request;

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

f. Layoff. Layoff may result in a temporary or permanent separation from employment under conditions that provide for recall on a basis outlined in this Agreement. A layoff is effective after the expiration of the individual contract under which a regular/replacement professional educator is currently employed. When the Board determines it is necessary to lay off professional educators for the ensuing school year, the following layoff procedures shall be used.

(1) Voluntary layoff will take precedence over involuntary layoff.

(2) Current certification and seniority shall be the prime considerations in layoffs. The Board shall also consider the qualifications of professional educators in relation to training, education, performance and professional competence. Where qualifications other than current certification and seniority take precedence, it shall be for good cause, and the senior professional educator(s) directly affected and the Association shall be informed of such reasons in writing. When selecting elementary professional educators for layoff, kindergarten, primary and intermediate are to be treated as a single certification area.

(3) Whenever the Board determines it is necessary to lay off as indicated in Part II B 2 f of this Agreement, the professional educator scheduled for layoff will have the right to "bump" the least senior professional educator in another subject area(s) of certification if the "bumping" professional educator has current certification in the subject area(s) the professional educator being "bumped" is currently teaching/working and if the "bumping" professional educator has experience in the subject area(s) in which the "bumped" professional educator is currently teaching/working. However, if a professional educator scheduled for layoff has "bumped" another professional educator and the Board, prior to the end of the current school calendar, authorizes the continuation of the exact same position he/she currently holds, then he/she shall be awarded the position without posting and the "bumping" chain he/she initiated shall be reversed.

Senior professional educators will also have the right to "bump" into subject area(s) for which they are currently certified but in which they do not have previous experience, but such "bumping" shall involve a "trial status" of not to exceed two (2) school years. During the "trial status," the professional educators shall, at least once each quarter, be given a written evaluation on the same form(s) as used for other professional educators' evaluations pursuant to the Cooperative Evaluation Procedure. At least every other evaluation during the "trial status" shall be on the same form as is used for professional educators with three (3) or less years of service. The written observation reports on which the evaluation is based shall also be provided to the professional educator on a regular basis. The professional educator shall be made aware of any alleged deficiencies on an ongoing basis as they are observed. The written evaluation(s) shall clearly indicate any alleged deficiencies in the professional educator's performance, the expected
Part II - Procedures

corrections necessary to bring his/her performance to a satisfactory level, and
a stated period of time for correction which shall not be unreasonable. The
Board may, at the conclusion of the first or second year of "trial status,"
remove the professional educator from the portion of the position in which
the professional educator did not have previous experience if it is determined
the professional educator has not performed satisfactorily as measured by
such evaluations. Such removal shall not be arbitrary or capricious. A
professional educator being removed from the portion of the position in
which he/she did not have previous experience shall be entitled to all the
rights and benefits of Part II B 2 d except as modified herein.

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

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

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

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

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

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

To clarify the relationship between this sub-section and g (Vacancies,
Transfers and/or Changes in Assignment), a professional educator who has
been given a final notice of layoff shall be considered to have an automatic
application in for all posted vacancies. Positions are posted and filled
according to g. This may involve professional educators being given offers of
rehire pursuant to this sub-section. However, if a professional educator has
been given a final layoff notice and the Board, prior to the end of the current school calendar, authorizes the continuation of the exact same position he/she currently holds, then he/she shall be awarded the position without posting provided that he/she is the most senior on the recall list in the appropriate certification area(s).

(5) After the District's contractual obligations are completed, professional educators on layoff status shall be given the option of remaining in the Board's group insurance plan at their own expense so long as they are not gainfully employed by another employer from whom similar group insurance coverage would be available, and so long as the contract provisions with the insurance carrier(s) are met. This right to insurance retention shall terminate as soon as the laid off professional educator qualifies for similar group insurance coverage with another employer.

(6) Should a professional educator on layoff status be offered employment with another school district, the Board agrees to release that professional educator from any contractual obligation he/she might have with the Appleton Area School District. Professional educators on layoff status who accept employment with another school district shall retain their rights to recall as outlined in (4) above.

(7) Current certification, for purposes of Part II B 2 f, shall be defined as licenses in hand or in the process of being issued, with the Department of Public Instruction giving reasonable assurance of eligibility. A copy of the certificate or of the application and such DPI assurance is to be received in the office of the Director of Human Resources within ten (10) days of receipt of a final layoff notice.

(8) Any and all written records on which the Board bases a layoff shall be made available to the professional educator(s) involved, if requested in writing. Any layoff which is alleged to be in violation of Part II B 2 f may be appealed to arbitration.

(9) The Association President shall be given written notice of any proposed or actual layoffs, as well as copies of recall lists, letters of recall, and District-sent letters confirming acceptance/rejection of recall offers.

(10) Any professional educator on layoff status who refuses an offer of recall shall be made aware that he/she may jeopardize his/her eligibility for unemployment compensation. Should a professional educator on layoff status refuse an offer of recall for which he/she is certified and the individual contract offered is for less than 80% of the individual contract held immediately prior to layoff, rights to recall as stipulated in (4) above shall be retained. Should a professional educator on layoff status refuse an offer of recall for which he/she is certified and the individual contract offered is for 80% or more of the individual contract held immediately prior to layoff, rights to recall as stipulated in (4) above shall be terminated.

(11) Professional educators shall be given written preliminary notices of layoff by the end of February of the current school year for the ensuing school year. Professional educators shall be given written final notices of layoff for the ensuing school year prior to the first arena staffing for the ensuing school year. Final layoff notices shall specify the effective date of layoff.
Vacancies, Transfers and/or Changes in Assignment: All work to be performed by bargaining unit members shall appear internally and/or District-wide in a posting prior to it being awarded.

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

(1) ARENA STAFFINGS - REGULAR PROFESSIONAL EDUCATOR VACANCIES FOR THE UPCOMING SCHOOL YEAR

(a) Internal Changes in Assignment: The procedure for internal changes in assignment prior to a District-wide posting only applies during the normal 185-day work year and to the following categories of professional educators:

→ Elementary (K-6) classroom teachers within a building
→ Secondary classroom teachers within a building (by those actively using the area(s) of certification in question)
→ Elementary Music within the District
→ Elementary Physical Education within the District
→ Elementary Art within the District
→ Elementary Guidance within the District
→ Elementary IMC within the District
→ Elementary TAG within the District
→ Elementary Title I within the District
→ Psychologists within the District
→ Nurses within the District
→ Social Workers within the District
→ Hearing Impaired within the District
→ Occupational Therapy/Physical Therapy within the District
→ Adaptive Physical Education within the District
→ Autism within the District
→ Speech & Language within the District
→ Elementary ESL within the District
→ ECH teachers within the District

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

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

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

During the school year, the compilation of postings of all known
vacancies shall be sent via electronic mail and shall be put up on a
designated bulletin board in each facility in which professional
educators work. During the summer recess, the compilation of postings
shall be put up on the designated bulletin boards in the AASD
Administrative Center. Each compilation of postings shall also include:
(1) a statement that waivers applicable to various buildings may be
effective for the upcoming school year and should be reviewed prior to
submitting any verbal application; (2) any general information that has
been submitted on the philosophy/operating practices of individual
buildings; (3) a statement (in capitals and bold print) that this
compilation only includes the initial vacancies that will be awarded at
the Arena Staffing, that vacancies which are created as a result of
professional educators being awarded these and subsequent vacant
positions will also be offered at the Arena Staffing and that any
vacancies remaining at the end of an Arena Staffing will not be posted
internally again. At the same time that each compilation is distributed,
the Association President shall be given a copy.

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

(c) Filling of Vacancies: The District will hold four (4) Arena Staffings at a
mutually agreeable location. Those held during the school year will
Part II – Procedures

start at 4:15 p.m. on a Wednesday and no after-school meetings will be scheduled on these days. Those held during the summer recess will start at a mutually agreeable time on a mutually agreeable date. The exact date and starting time for each will be announced as follows:

<table>
<thead>
<tr>
<th>Staffing in</th>
<th>Date announced by</th>
</tr>
</thead>
<tbody>
<tr>
<td>March/early April</td>
<td>January 15</td>
</tr>
<tr>
<td>late May</td>
<td>April 1</td>
</tr>
<tr>
<td>July</td>
<td>end of school year</td>
</tr>
<tr>
<td>August</td>
<td>end of school year</td>
</tr>
</tbody>
</table>

All professional educators, including those recalled from layoff, are eligible to attend the Arena Staffings. Those having "without an assigned position" status are encouraged to attend as the parties will unilaterally assign an available position to those not attending. All professional educators having "without an assigned position" status will, if possible, be awarded vacancies by the end of each of the first three Arena Staffings; by the end of the fourth Arena Staffing, any remaining professional educators having "without an assigned position" status will be awarded vacancies.

If a professional educator is unable to attend, he/she can designate another AEA member to act as his/her proxy. A proxy form that has been designed by the parties will be available in each building and at the Arena Staffings. This form must be properly completed and given to the Human Resources Office staff member on or before the day of the Arena Staffing. Oral proxies or written proxies with any limitations on the proxy's authority will not be accepted.

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

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

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

2. Professional educators interested in any of the vacant positions will be convened.

3. Each, in order of seniority, will be asked to indicate the position which he/she desires to be awarded. Provided that there is no contractual reason to deny the request, the award shall be made. The position vacated by the successful applicant shall be placed in the next complete round of postings as the internal change in assignment process cannot be utilized.
[4] When no professional educator is interested in any of the vacancies remaining in this round, the parties shall then select another certification category and follow the same procedure.

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

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

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

Unless there are unknown future events, positions (assignments) awarded at the March/early April Arena Staffing will match those given out in May. (See page 30 of this Agreement.)

The procedures for Arena Staffings that are not enumerated in the Agreement will be patterned after the 1997 Arena Staffings unless there is mutual agreement to revise them.

(2) VACANCIES NOT PUBLICIZED FOR ARENA STAFFINGS

(a) Internal Changes in Assignment: The procedure for internal changes in assignment prior to a District-wide posting only applies during the normal 185-day work year and to the following categories of professional educators:

→ Elementary (K-6) classroom teachers within a building
→ Secondary classroom teachers within a building (by those actively using the area(s) of certification in question)
→ Elementary Music within the District
→ Elementary Physical Education within the District
→ Elementary Art within the District
→ Elementary Guidance within the District
→ Elementary IMC within the District
→ Elementary TAG within the District
→ Elementary Title I within the District
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→ Psychologists within the District
→ Nurses within the District
→ Social Workers within the District
→ Hearing Impaired within the District
→ Occupational Therapy/Physical Therapy within the District
→ Adaptive Physical Education within the District
→ Autism within the District
→ Speech & Language within the District
→ Elementary ESL within the District
→ ECH teachers within the District

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

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

Postings shall include, to the degree known at the time of posting, the date of the posting by the Human Resources Office, when the position will begin, the building(s) in which the assignment will be performed, subject(s) and/or area(s) included in the job, area(s) of certification required or acceptable by the DPI if not obvious from the posting, the percentage of contract, the length of contract if it is a temporary position, any predetermined requirements (i.e., a master's degree in a specific area, a minimum number of credits in a certain area) that are necessary to operate at a satisfactory level in the position, and the date
the posting will close. Postings shall also include a statement that
waivers applicable to various buildings may be in effect and should be
reviewed prior to submitting any application. A posting may also
include additional information on a vacancy (e.g., Our current thinking
on this position is..., We're looking for applicants with interests in..., Our preference would be that applicants have..., Individuals with the
following attributes should consider applying...). This additional
information is to be used for the sole purpose of giving guidance to
potential applicants and is not to be used as criteria in the selection
process.

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

[1] On layoff status; or

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

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

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

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

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

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

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

(c) Filling of Vacancies

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

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

The effective date of assignment to the professional educator position which a professional educator was awarded shall be no later than the next school semester. However, if the Board elects to fill the successful professional educator applicant’s former position, the internal/District-wide posting of that vacant position shall be done immediately and not on the effective date of assignment.

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

(3) PROVISIONS APPLICABLE TO VACANCIES COVERED BY (1) or (2)

(a) If an applicant is not currently certified for a position, he/she shall only be considered if his/her application includes a copy of the application that has been submitted to the DPI and a letter from the DPI indicating that he/she has reasonable assurance of eligibility for the certification in question.

(b) Denial of an application shall only be for good cause. Good cause shall include, but is not limited to, a situation where awarding of the vacancy to an applicant would cause a professional educator to be kept on the recall list for that year and a new bargaining unit member to be hired or a situation where awarding of the vacancy to an applicant would cause a professional educator to continue to be on "without an assigned position" status. In case the senior professional educator applicant(s) is/are denied requested vacancy(ies), the senior professional educator applicant(s) shall be notified in writing of the reason(s) for any denial.

(c) A professional educator can increase the percentage of his/her individual contract at Arena Staffings or through a District-wide posting provided that it does not continue the layoff or "without an assigned position" status of another professional educator.
(d) A professional educator applying for the entire vacancy posted has preference over another professional educator applying for part of the vacancy posted (within a given round).

(e) Once a vacancy is awarded to a professional educator, neither the District nor the professional educator may unilaterally negate that award. (NOTE: This does not mean that the professional educator will always be entitled/bound to that position in the future as other contractual provisions may apply.)

(f) If the District hires new bargaining unit members because of the expectation of future openings, all contractual procedures are to be followed prior to them being assigned positions. This means that no current bargaining unit member can be denied a vacancy because of their hiring.

(g) A newly hired bargaining unit member with an assigned position cannot be awarded a vacancy prior to his/her first day of work unless the awarding of the vacancy will result in an individual contract with a greater percentage and/or duration.

(h) If a professional educator leaves or is scheduled to leave a position because he/she has been granted a leave of one (1) year or less under Part IV E 1 or 4 and the District determines that it wants someone to again perform his/her work, then the position shall not normally be posted as vacated but shall be given to a professional educator on the recall list or a replacement employee. If the position is posted as vacated, then a regular employee awarded this position shall receive all contractual rights and benefits, including seniority. However, if the professional educator on leave does not return, then the position shall be posted and the replacement/regular employee shall be given "without an assigned position" status or notified of layoff, whichever is appropriate, pursuant to the provisions of the Agreement.

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

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

(4) POSTING AND FILLING OF VACANCIES IN SPECIAL POSITIONS: Section (1) above does not apply and Sections (2) and (3) above do not fully apply to the posting and filling of vacancies in special positions (e.g., non-supervisory, non-teaching part-time positions [SAP, Dean of Students, etc.]; positions temporarily assuming supervisory/managerial duties as a result of shared decision-making; non-teaching leadership positions approved by the Board and previously submitted to the AEA President [e.g. Media Program Coordinator, Title I Program Coordinator, Student Services Coordinator, At-Risk Coordinator, Department Heads, Early Childhood Program Coordinator, ESL Program Coordinator]; Athletic Director; Elementary Unit
Leader). When there are vacancies in such positions, the posting and filling requirements shall differ from (2) and (3) above as follows:

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

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

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

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

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

- The date by which notification must be given if the District (if applicable) or the professional educator desire to make a change in his/her assignment for the upcoming school year;

- The position that the professional educator will be entitled to when he/she leaves this assignment;

- Reiteration of the fact that the professional educator can also leave this assignment at any time by being awarded a posted vacancy.

(5) VOLUNTARY TRANSFERS AND/OR CHANGES IN ASSIGNMENT: In addition to the other contractual provisions on how a professional educator can obtain a different position, one can request to voluntarily switch positions with another professional educator by filling out the appropriate form. Any such transfers and/or changes in assignment must have the approval of the immediate administrative supervisor(s) involved and the Director of Human Resources. The Personnel Services Coordinator of the AEA shall be informed of any pending switch by the Director of Human Resources. A switch can only occur after job assignments have been given out (May 15) for the next year. If a building utilized the provisions of Part II B-2-g-(7) (d) or (e) and the positions were filled by unanimous agreement of the professional staff, then future voluntary switches between staff in the building will not be permitted for the year in question.

(6) INVOLUNTARY TRANSFERS AND/OR CHANGES IN ASSIGNMENT OTHER THAN THOSE COVERED IN (7)E Below: Written notice of intent to transfer and/or change assignment will be given to the professional educator involved as soon as practicable. The written notice shall include the reason(s) for the proposed transfer and/or change in assignment. If the
professional educator objects, then he/she and the appropriate administrative supervisor shall meet to discuss the written reason(s) for the proposed transfer and/or change in assignment so that consideration can be given to the professional educator's input. At the conclusion of the meeting, if the administrative supervisor has not changed his/her preliminary decision and if the professional educator still objects, then a qualified volunteer shall be sought and will be given such position prior to an involuntary transfer and/or change in assignment being made. If the position is not given to a qualified volunteer pursuant to the above, then the professional educator shall be notified in writing of the involuntary transfer and/or change in assignment and the reason(s) therefore. The least senior professional educator in the building who is qualified shall normally be the professional educator involuntarily transferred and/or changed in assignment.

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

(7) ASSIGNMENTS

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

(b) Factors To Be Used When Determining Building Assignments: When determining assignments in a building for the upcoming school year:

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

[2] If a professional educator is working in two or more areas of certification in a building and desires to maintain the same percentage of contract that he/she currently has in the building, he/she is entitled to be assigned more work (up to 100% of his/her assignment) in one of these areas provided that it does not prejudice other professional educators that are more senior and/or "without an assigned position" and/or on layoff or takes away from a vacancy;

[3] A professional educator exercising his/her seniority rights for an assignment may not cause a layoff, but may cause the involuntary transfer/change in assignment of a less senior professional educator.
(c) "Without An Assigned Position" Status: When the staffing allocation for a building is reduced or necessitates a different composition of certification from that which is presently in use, one or more professional educators will not have enough assigned work in that building. The decision as to who will partially/fully leave the building shall be made by unanimous agreement of those who are presently using the affected area of certification in the building. If unanimous agreement cannot be reached, then the decision shall be based on seniority. The most senior volunteer(s) shall leave first and, if there are not enough volunteers, then the least senior professional educator(s) shall leave. Those leaving shall be considered as being partially/fully "without an assigned position."

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

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

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

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

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

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

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

[2] Create a list of all remaining professional educators and their current assignments.

[3] Create a list of the new assignments available for the upcoming year.

[4] Where a new available assignment exactly matches a current assignment, insert the name of the professional educator with the current assignment.

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

a) seek volunteers from this group (e.g., 3rd grade teachers) to be unassigned;

b) if there are not enough volunteers, then the least senior professional educator(s) from this group (e.g., 3rd grade teachers) become(s) unassigned.

[5] You will now have professional educators with assigned positions, professional educators with no assigned position, and open (unassigned) positions.

[6] Seek volunteers from all in the affected category for any open position(s). If more than one professional educator volunteers for an open position, then the most senior shall be given the open position.

[7] If one or more open positions remain, then the least senior professional educator from all in the affected category (i.e., he/she can either have an assigned position or no assigned position at this point in the process) shall choose one of the open positions.

[8] If one or more open positions remain, then seek volunteers from all in the affected category for any open position(s). If more than one professional educator volunteers for an open position, then the most senior shall be given the open position.

[9] If one or more open positions remain, then the next least senior professional educator from all in the affected category shall choose one of the open positions.

[10] Continue this two (2) step process (volunteers; next least senior) until all in the affected category have an assigned position.
Certification limitations can cause the above procedure to be modified to the extent necessary.

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

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

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

[2] All positions of professional educators in the affected category (see Page 18 for the list of different categories) are declared open.

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

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

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

(f) Notification of Assignments: All professional educators shall be given written notice of their tentative assignments (subject area(s), building(s) and grade level(s) where applicable) for the forthcoming school year no later than May 15 of the current school year. These should match assignments awarded at the March/early April Arena Staffing for those professional educators who participated. Professional educators shall be notified in writing of any changes in such tentative assignments, along with the reason(s) therefore, as soon as practical after the change is known.

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

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

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

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

1. **Full-Time:** The professional educator shall be given "without an assigned position" status.

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

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

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

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

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

i. **Assignment of Bargaining Unit Work:** The Board retains the right to subcontract work so long as it does not result in the partial or full layoff or continued partial or full layoff of any professional educator.

C. **PAYROLL PROCEDURES**

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

2. **Fair Share**

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

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

   (1) For purposes of this Section, exempt professional educators are those professional educators who are members of the Association and whose dues are deducted and remitted to the Association by the District pursuant to Part II C 1 (Dues Check Off) or paid to the Association in some other manner authorized by the Association. The Association shall notify the District of those professional educators who are exempt from the provisions of this Section and of any changes in its membership affecting the operation of the provisions of this Section in a timely manner prior to the effective date of such change so that timely adjustments can be made in withholdings.

   (2) The Association shall notify the District of the amount certified by the Association to be the fair share of the costs of representation by the
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Association sufficiently in advance for the District to accurately make required fair share deductions.

c. The Association agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the District of any change in the amount of such fair share costs sufficiently in advance for the District to accurately make required fair share deductions.

d. The Association shall provide professional educators who are not members of the Association with a mechanism which is consistent with the requirements of State and Federal law and which will allow those professional educators to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Association.

e. **Indemnification Clause:** The Association and the Wisconsin Education Association Council do hereby indemnify and shall save the District harmless against any and all claims, demands, suits or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this Section and in reliance on any lists or certificates which have been furnished to the District pursuant to this Section; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this Section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Section through representatives of its own choosing and at its own expense.

f. It is the understanding of the parties that fair share deductions can be delayed, if necessary, and the total legally permissible amount collected via payroll deductions at a later date. It is the further understanding of the parties that both are willing to continue the fair share and dues check-off arrangement in effect after expiration of an overall labor agreement. The Association agrees that District liability for action taken or not taken pursuant to these factors shall be covered by the "hold harmless" clause of the Agreement (paragraph e. above).

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

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

Where possible and where it is advantageous to employees, the District shall forward tax-sheltered annuity contributions to the appropriate companies on or about the fifteenth (15th) and last day of each month.
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D. COOPERATIVE EVALUATION PROCEDURE

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

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

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

iii. The Professionalism Committee will investigate comprehensive evaluation systems to recommend directions for our District that will effectively provide a balance between meaningful accountability and improvement of instruction. We want to avoid requiring supervisors and professional educators to go through processes that have no resulting value.

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

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

ii. **Professional educators new to a building or a unique assignment change within a building:** These professional educators will also discuss with their principal the PBTE and short form to mutually determine which form will be used.

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

The parties will continue to analyze where we are as a District in relation to supervision and evaluation.
2. The District is in the process of revising evaluation procedures. In the interim, the short form currently being utilized shall be used along with the PBTE form. Unless otherwise noted above, no professional educator shall be evaluated utilizing the PBTE approach unless both the professional educator and evaluator have been inserviced in the PBTE approach.

During the first two (2) weeks of the school year or within two (2) weeks of a professional educator's first day on the job for the school year, whichever is later, each professional educator will be informed by the administration of the individual(s) who will observe/evaluate him/her for the school year. If a professional educator is not so informed, it will be his/her responsibility to contact the Assistant Superintendent/School Services, who will clarify who will be observing/evaluating him/her.

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

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

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

Since this shall be a cooperative evaluation, both the professional educator and the evaluator should prepare all applicable information prior to their conference. Each professional educator will be given a blank copy of the Board-adopted evaluation form to be used two (2) weeks prior to the conference for his/her use. The conference will focus on a discussion of that information. The evaluation report shall contain the signatures of both the professional educator and the evaluator to indicate that both have been a part of the evaluation and that the professional educator has read the evaluation, not that he/she necessarily agrees with it. Space shall be provided on the report for the professional educator to add any comments he/she feels are relevant. A copy of the report shall be given to the professional educator. The evaluation report shall be on a standard form which shall be limited to relevant information pertaining to the teaching act, personal qualities as they affect the teaching act, and professional attitudes and behavior as they relate to the teaching act. All criteria under which professional educators are evaluated shall directly relate to their professional responsibilities.

A copy of the form(s) to be used during that school year in cooperative evaluations covered under this Section will be given to the Association President the first week of the school year. Should any change in the format of the form(s) be considered,
Part II - Procedures

discussion will be held with the Association President prior to use of any new form(s) in
the subsequent school year.

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

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

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

E. ISSUES RESOLUTION COUNCIL (I.R.C.)

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

1. Discussion/action on requests for waivers from the terms of the Agreement;

2. Discussion/action on general issues or concerns, including those referenced in Part I-A
of this Agreement;

3. Discussion/action on pre-grievance issues or concerns;

4. Receiving, processing and taking action (forward to the parties, return to the
committee, or not approving) on Category 4 (Joint Administration/Association
Committee) Reports.

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

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

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

F. SHARED DECISION-MAKING

1. The Board and the Association jointly endorse the concept of staff involvement in
decision making. Such involvement should be conducted in a spirit of cooperation and
with the clear focus that student learning is the most important function of a classroom,
a school, and a school administrative unit.
The parties jointly recognize that shared decision-making can foster the collegial exchange of ideas that is necessary for effective professional practice.

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

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

2. **Waiver Process in Shared Decision-Making**: A waiver is a written exception to (a) specific term(s) of the Agreement and has status equal to the term(s) that the waiver replaces. A waiver or a renewal of a waiver is granted by the Issues Resolution Council to a school site shared decision-making committee. The District or the Association may also request waivers on issues that are not site-based.

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

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

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

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

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

3. **Use of Site-Based Funds to Purchase Additional Professional Educator Time**: Using shared decision-making, the staff in a building can utilize site-based funds to purchase additional professional educator time on an annual basis. The deadline for such purchases for the upcoming school year shall be the day before the compilation of postings for the August Arena Staffing is distributed.

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

A. MEMBERSHIP IN PRIVATE ORGANIZATIONS

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

B. PHYSICAL EXAM AND X-RAY

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

C. HEPATITIS B IMMUNIZATION

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

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

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

D. CLASS SIZE

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

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

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

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

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

F. EMERGENCY CLOSING OF SCHOOLS

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

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

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

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

G. SCHOOL DAY

The school day is considered to be that time during which the students of the District are in regular session for classes or are otherwise involved in related school functions and activities. Deviations from the time schedule now in effect will be made only after negotiations with the Association. Classes taught outside the time schedule now in effect will be on a voluntary basis with arrangements made between the building principal(s) and the professional educator(s) in question for the total time schedule and load. A written tripartite
Part III – Teaching Obligations and Conditions

(AEA, District, employee) waiver must also be agreed upon and signed prior to implementation.

H. STAFF DEVELOPMENT

(Note: Scheduling is contingent on the 180-day waiver from the DPI. Should the waiver not be granted in the future, then scheduling shall change to the extent necessary to comply with the 180-day requirement.)

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

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

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

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

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

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

I. WORK DAY

Because of the professional approach to this Agreement, a work day with specific hours has not been established. (NOTE: The changes in 1a, 1c, 2a, 2g and 4 do not represent any change in philosophy.)
Part III – Teaching Obligations and Conditions

1. **Senior High School**
   
a. The normal day shall be divided into eight (8) periods for instructional purposes and potentially one (1) homeroom period with a minimum of five (5) minutes of passing time between each period. The instructional periods shall be a maximum of fifty (50) minutes in length exclusive of time set aside for announcements (maximum of ten (10) minutes per day).

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

   (2) Two (2) of the following or one (1) of the following for double the time:
       
       (a) Study hall supervision for one (1) semester;
       
       (b) General supervision for one (1) semester;
       
       (c) Special tutoring for one (1) semester;

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

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

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

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

d. A professional educator shall have duty-free lunch time equal to one (1) class period. Deviations from the length of a normal class period shall be kept to a minimum and, in no event, shall the professional educator's duty-free lunch time be less than thirty (30) continuous minutes. Such lunch time shall be scheduled
Part III – Teaching Obligations and Conditions

during fourth, fifth or sixth period. With the exception of days on which the order of the entire school day is changed, lunch time can be scheduled partially/fully outside the above time frame only with the prior written agreement of the professional educator involved and the AEA President.

2. Middle School

a. The normal day for instructional purposes shall be six (6) hours and thirty-seven (37) minutes which includes passing time between class periods.

b. All professional educators shall have no more than 230 minutes of teaching assignments nor more than five (5) teaching assignments in a normal day.

c. All full-time professional educators will also be assigned up to forty-four (44) minutes of student supervisory contact time (e.g., Resource, Eagle Time, Wildcat, Student Advisory Program, Homeroom, etc.) in a normal day. This time shall be professional educator-directed and shall not require any additional preparation on the part of the professional educator.

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

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

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

A professional educator can be assigned to a team in the scheduling process by following the appropriate contractual provisions. Provided that a decision does not conflict with other contractual provisions, the formation of a team should be by consensus of the potential team members and the building administration. Factors impacting the consensus process may include but are not limited to program and enrollment considerations and certification. If consensus is not achieved, then the decision shall be based on seniority.
Part III – Teaching Obligations and Conditions

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

e. Middle schools will be staffed by following the appropriate contractual provisions. Answers to qualified/certified questions shall be determined by following DPI rules and interpretations. Postings will contain the classes to which an applicant will be assigned and, provided that DPI rules permit, may be filled by either elementary generalists or secondary specialists. Elementary generalists can be awarded core (Communication Arts, Mathematics, Science, Social Studies) instructional positions as well as being awarded assignments (Student Assistance Program, Study Skills, Community Service) for which no specific certification is needed. Provided that DPI rules permit and a decision does not conflict with other contractual provisions, courses should be assigned, via a shared decision-making process at the site, by attempting to match the needs of the students to the preparation and expertise of the professional educators.

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

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

3. Senior High School and Middle School Supervisory Credit Elimination

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

Elimination of the supervisory credit shall not cause, directly or indirectly, the partial or full layoff of any bargaining unit member in educational assistant, secretarial/clerical or professional educator bargaining units.
Part III – Teaching Obligations and Conditions

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

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

4. Elementary School

a. Grades 1-6

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

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

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

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

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

b. Early Childhood and Kindergarten

The normal day for instructional purposes shall be from 8:27 a.m. to 3:16 p.m. with duty-free lunch and thirty (30) minutes of preparation time extending from 11:03 a.m. to 12:39 p.m.
In a normal five (5) day work week, the District shall provide each professional educator with a minimum of sixty (60) minutes of preparation time during the student instructional day. This preparation time shall be scheduled in blocks of at least thirty (30) continuous minutes and is in addition to the one hundred fifty (150) minutes referenced in paragraph one.

5. **M-Team Staffings And I.E.P. Meetings And Section 504 Meetings:** When professional educators are required by the administration to be present at M-Team staffings or I.E.P. meetings or Section 504 meetings, such will not conflict with a preparation time nor extend beyond the regular school day unless a deviation from this practice is agreeable to the professional educator(s) involved. If sufficient time is not available within the regular daily schedule, the Board will arrange for a substitute to cover the professional educator(s)’ classes during M-Team staffings or I.E.P. meetings or Section 504 meetings. Provisions of Appendix A shall apply for professional service before or after the regular school day. The regular school day, for purposes of this item, is considered to extend from fifteen minutes prior to the start of the student instructional day to fifteen minutes following the end of the student instructional day.

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

6. **Traveling Professional Educators**

   a. Professional educators will be assigned to traveling duties provided they are qualified to perform the work. The assignment(s) shall be given to the most senior volunteer(s). If there are not enough volunteers, the assignment(s) shall be given to the least senior professional educator(s). Prior to starting a new school year, a professional educator who no longer desires to travel has the right to change positions with a non-traveling professional educator provided that the following conditions are met: (1) both positions are equal in percentage of individual contracts; (2) both are certified for each position; (3) the non-traveling professional educator is the least senior professional educator assigned to the certification(s) involved in the exchange. The District shall endeavor to minimize the number of professional educators who are assigned traveling duties.

   b. Travel time will not be charged against a professional educator’s duty-free lunch period nor against his/her preparation time.

7. **Non-Classroom Professional Educators:** Professional educators who are not classroom teachers shall have appropriate breaks and shall not have a longer workday (greater number of hours) than that of a classroom teacher.

**J. ADDITIONAL PROFESSIONAL RESPONSIBILITIES**

The parties recognize that professional educators have obligations extending beyond the face-to-face contact of classroom instruction. In addition to the work assignments as noted in Part III G through Part III I, every professional educator is expected to meet the normal obligations of a member of the teaching profession including, but not necessarily limited to, departmental and building meetings, curriculum involvement, one building open house for parents, normal student supervision within the student day, special help and/or meetings
Part III – Teaching Obligations and Conditions

with students and parents, conferences (including those listed below), student and related District records, and progress reporting. Such responsibilities are a part of the regular work day and year and shall receive additional compensation only as noted in Appendix A.

Professional educators who travel shall not be expected to participate in additional responsibilities beyond those of a professional educator who is assigned to only one school.

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

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

1. Parent-Professional Educator Conferences

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

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

a. The conference schedule for a school year shall consist of six (6) sessions at the elementary [1-6] and middle school levels and four (4) sessions at the high school level. Kindergarten and Early Childhood shall follow the elementary schedule and have an additional two (2) sessions during the day each semester (total of ten [10] sessions).

b. For each level (elementary [1-6], middle school, high school) and for each semester, the AEA/AASD Calendar Committee shall schedule a different morning or afternoon on which such conferences may be scheduled for a period of three (3) hours. If students are to attend school on that day, the conferences shall be scheduled for the afternoon and the total work time in the day shall be equal to that of a normal day.

The Committee shall also schedule the two (2) additional day sessions each semester for Kindergarten and Early Childhood.

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

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

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

Elementary [1-6] → 2 (3 if no day conferences)
Middle School → 2 (3 if no day conferences)
High School → 1 (2 if no day conferences)

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

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

d. The Committee shall schedule compensatory time for the evening conferences at each level with \( \frac{1}{2} \) work day being given for each such session.

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

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

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

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

If other Professional Educators (e.g., resource, TAG, IMC, guidance, psychologists, social workers, nurses, other EEN) have followed the same procedure as classroom teachers by notifying parents of their availability and requesting parents to schedule specific times for conference appointments, then the same flexibility
Part III – Teaching Obligations and Conditions

exists for them as well. If, however, these Professional Educators have informed parents that they will be available at school sites on specific days or evenings for "drop-in" conferences, then these Professional Educators shall remain for the full time set aside.

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

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

g. **Kindergarten Parent/Teacher Conferences:** If kindergarten classes alone happen to fall short of the 175-day state minimum, kindergarten teachers shall not be expected to make up the time without additional compensation. The District is in agreement with this concept, but would look to providing substitutes to teach in place of the kindergarten teacher(s) while such conferences are held.

h. **Absence from Night Conferences:**

(1) Professional educators who are excused by their immediate administrative supervisor from attendance at such night conferences (e.g., a coaching conflict, a night class) shall be entitled to the compensatory time-off provided that they contact all parents who made such a request and schedule a mutually agreeable time for a conference for any parents who would like one.

(2) Professional educators who are absent from such night conferences due to a paid leave listed in Part IV - Section E 2 or 3 of the Agreement shall also be entitled to the compensatory time-off subject to the same provisions as in (1) above, except in situations covered in (3) below. Absence from such night conferences shall not result in a charge to any leave time for these professional educators.

(3) A professional educator who notifies his/her immediate administrative supervisor that he/she will be using a personal day not subject to permission of the Director of Human Resources on the day of the previously scheduled night conferences shall not be entitled to compensatory time-off if he/she is absent from such night conferences. He/She shall also contact all parents who made such a request and schedule a mutually agreeable time for a conference for any parent(s) who would like one.
Part III – Teaching Obligations and Conditions

2. **Elementary Progress Reports:** Two (2) half days for teachers of students in grades 1-6 and four (4) half days for teachers of students in kindergarten and early childhood may be set aside for the preparation of progress reports by them.

3. **Meetings:** For all meetings (e.g., building faculty meetings, department meetings, curriculum meetings, site-based decision-making meetings), the practice in the District shall be:
   a. To distribute, prior to the meeting, a published agenda of important items to be discussed at the meeting;
   b. To distribute, in a timely manner, a published report of important decisions made at the meeting to appropriate staff.

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

K. **ACCESS TO INDIVIDUAL EDUCATION PLANS**

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

L. **DISORDERLY STUDENT POLICY**

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

M. **PROFESSIONAL GROWTH OF PROFESSIONAL EDUCATORS**

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

   Sponsors of activities or experiences within the District which could reasonably qualify as an equivalency credit program shall be encouraged to obtain District assistance in completing an "Agency Application for Preapproved Equivalency Credit Program" form so it can be submitted sufficiently in advance to receive credits.

N. **REPORTING ABSENCES**

   The professional educator must fill out a report for each absence, regardless of the reason, and submit it to the Payroll Department. When a professional educator is ill, use of the phrase "personal illness" shall be sufficient information to properly code the absence form. For all other situations, a specific reason is required on the form for each absence. If a professional educator is going to be docked pay for an absence, he/she will be given written
Part III – Teaching Obligations and Conditions

notification with a specific reason for the dock along with the paycheck on which the dock was made. Such dock of pay will normally be made no later than the second pay day and, in no event, later than the third pay day after receipt by the Payroll Department of the absence blank.

O. SCHOOL CALENDAR - Attached as Appendix B¹ and Appendix B².

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

P. RELEASE FROM CONTRACT

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

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

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

Q. PROFESSIONAL EDUCATOR FILES

The Board and the Association endorse the spirit and intent of statutes and rulings regarding open files and confidentiality of records. A professional educator shall be given notification should any writing be placed in his/her official file regarding actions or inactions of that professional educator connected with his/her position, but not including such things as grade reports, transcripts, regular professional educator evaluations and routine communications on which the professional educator has been copied or has been a communicant. In addition, the professional educator shall have the right to answer, in writing, any material in his/her official file and the answer will be reviewed by the Director of Human Resources and attached to the item if the item is refiled. Only items in the official file at the AASD Administrative Center shall have a bearing upon a professional educator's employment status.

R. UTILIZATION OF OTHER RELATED PERSONNEL

1. When available, qualified substitutes shall be secured to replace all absent certified professional educators and educational assistants, except when otherwise specifically requested by the teaching and administrative staff of the building in question.

2. Educational Assistants will not be hired or assigned for the purpose of replacing a professional educator in the basic performance of the instructional act.
Part III – Teaching Obligations and Conditions

3. Educational Assistant time shall not be reduced below 1988-89 final allotments even if educational assistants are no longer the only staff to be assigned to recess duty.
PART IV - FRINGE BENEFITS AND WAGES

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

A. SALARY PAYMENT PLAN

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

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

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

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

B. TRAVEL ALLOWANCE

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

2. District department heads (e.g., Family and Consumer Education, Foreign Language, Physical Education/Health) shall be reimbursed at the rate of $.325 per mile for travel related to their positions. This figure shall be adjusted to match the new IRS mileage rate on January 1 of each year or when the new rate is announced by the IRS, whichever is later.

3. Professional educators who travel on an irregular basis and who receive prior approval of their immediate administrative supervisor shall be reimbursed at the rate of $.325 per mile. This figure shall be adjusted to match the new IRS mileage rate on January 1 of each year or when the new rate is announced by the IRS, whichever is later. This sub-section is intended to cover such things as transporting equipment from one building to another, trips to stores for the purchase of equipment/supplies, travel to conferences/conventions/workshops.
Part IV – Fringe Benefits and Wages

4. In lieu of the former supervisory credit, professional educators teaching partly or fully at the secondary (7-12) level shall receive an additional $1,852/year ($1,925/year in 98-99) if they travel between two (2) schools once in a day or an additional $3,087/year ($3,209/year in 98-99) if they travel between two (2) schools more than once in a day or if they travel between three (3) or more schools in a day. Such amounts shall be prorated and added to professional educators' checks for payment throughout the year. Part-timers affected by the above shall receive prorated amounts as they will have prorated supervision. Increases in these figures will be adjusted by the same percentage figure as the base teacher salary schedule increases for succeeding years.

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

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

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

C. INSURANCE BENEFITS

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

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

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

Professional educators desirous of health and/or dental insurance coverage must make application within thirty (30) days of their first day of work or face the possibility of medical underwriting if application is made at a later date. All professional educators must enroll in the group life and group long-term disability programs. The District will make the necessary forms available to professional educators on or before the first day of work. Coverage shall begin on the first day of work provided that the signed applications have been turned in to the District within the above time frame.
Part IV – Fringe Benefits and Wages

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

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

Qualifying Life Events are defined as:

- Marriage or divorce
- Death of a spouse or child
- Birth or adoption of a child
- Termination or commencement of employment of his/her spouse
- Change in employment status of the employee or his/her spouse from full-time to part-time or vice versa
- The taking of an unpaid leave of absence (does not include a medical leave of absence) by either the employee or his/her spouse
- If there has been a significant change in the benefit coverage or premium contribution of the employee or his/her spouse attributable to the spouse’s employment

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

Eligibility for 1 and 3 is limited to those professional educators working a minimum of fifty percent (50%) of a full-time contract. Coverage for professional educators who apply as herein indicated shall continue as long as the professional educator continues to be employed on a regular/replacement basis by the Board. Professional educators who resign or who are discharged during the school year shall be included as participants until the end of the month in which the resignation or discharge becomes effective. Professional educators whose employment is terminated voluntarily or involuntarily effective at the end of the school year shall receive coverage for insurances 1, 3, 4 and 5 through the month of August with the Board assuming the same percentage of cost as provided during the regular school year, provided that they have taught for a minimum of one (1) semester during that school year.

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

Should a professional educator exhaust his/her sick leave accumulation and present a doctor’s statement of physical/mental inability to work, the District shall continue payment of his/her health, life and LTD insurance premiums until the end of the month in which the professional educator receives his/her first check for long-term disability benefits. This paragraph also covers postpartum recovery situations which expire after the last day of school. In such situations, the District shall pay the health, dental, life and LTD premiums over the summer.
Part IV – Fringe Benefits and Wages

After the District’s continual obligations are completed, professional educators currently or formerly in the bargaining unit will have extended group insurance coverage available, at their own expense, pursuant to state and/or federal law, and as specified in the contract(s) with the group carrier(s). Application for such extended group coverage must be made within the election period as specified in state and/or federal laws and in the contract(s) with the group carrier(s). Once such extended group coverage is exhausted, retirees may continue group health coverage, at their own expense, so long as there is no break in coverage by the former employee. In all cases, no District administrative fee shall be charged.

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

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

2. **Dental Insurance:** Professional educators are eligible for participation in a group dental insurance plan under terms of the contract with the insurance carrier chosen by the Board. The Board will contribute toward the monthly dental insurance premium at a dollar rate equivalent to the full cost of the single plan, and the full cost of the family plan minus two dollars ($2.00) under rates in effect July 1, 1997 and July 1, 1998. Benefits under this plan shall not be diminished during the term of this Agreement.

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

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

<table>
<thead>
<tr>
<th>At Age:</th>
<th>% of Benefits:</th>
</tr>
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<tbody>
<tr>
<td>70</td>
<td>50%</td>
</tr>
<tr>
<td>75</td>
<td>30%</td>
</tr>
<tr>
<td>80</td>
<td>20%</td>
</tr>
</tbody>
</table>

5. **Group Long-Term Disability Insurance:** The Board shall pay the full premium for each full-time and part-time professional educator participating in the Long Term Disability Insurance Plan adopted by the Board. Benefits under this plan shall not be diminished during the term of this Agreement. A professional educator’s individual contract salary (including extensions and/or Department Head stipend and/or longevity, if applicable) shall be covered by the LTD insurance plan.
Part IV – Fringe Benefits and Wages

6. **Unemployment Compensation:** The Board’s employees are covered under applicable state and federal regulations for unemployment compensation.

7. **Workers’ Compensation and Employer’s Liability Insurance:** All employees of the Board are protected by the Workers’ Compensation and Employer’s Liability Insurance Policy. The administration shall assist professional educators in filing for Workers’ Compensation and shall notify them of the results of the initial filing.

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

D. **RETIREMENT AND SOCIAL SECURITY**

1. **Social Security:** All of the employees of the Board, except members of the Separate Group of the Wisconsin Retirement System, are subject to the Social Security Act (OASI) immediately upon employment.

2. **Wisconsin Retirement System:** The Board will pay an amount equal to six and four-tenths percent (6.4%) [effective 1/1/98 six and two-tenths percent (6.2%)] of each eligible professional educator’s total Board earnings to the Wisconsin Retirement System in addition to the regular employer’s share as mandated by state statutes. By January 1 of each year, the Association President shall be given notice of all professional educators not eligible to participate in WRS.

3. **Insurance for Retirees**

   a. For professional educators retiring from the District at age 55 or later, on or after August 1, 1991, the Board shall pay the group health insurance premium and any increases in such premium occurring during the first ninety-six (96) months of premium payments for the plan (single or family) in which the professional educator was enrolled at the time of retirement at a ratio of one year’s premium for each three (3) years of service in the District, to a maximum premium payment of one hundred twenty (120) months or to the end of the month in which the professional educator becomes sixty-five (65) years of age, whichever is sooner. Professional educators who are part-time shall have premiums and any increases in such premiums paid just as if they had been full-time professional educators at the time of retirement. All professional educators shall have the number of months of premium payments prorated (partial months shall be subject to normal rounding procedures) to reflect actual years of service in the District. The starting date of such premium payments shall be the first day of the month following normal termination of premium payments.

Years of service in the District shall be computed using the seniority definition plus any Plamann/Janssen service not recognized in the seniority definition. Those retiring shall be covered by the same health plan as active professional educators (i.e., any specification/benefit changes for active professional educators shall also automatically apply to retired professional educators.)
Part IV – Fringe Benefits and Wages

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

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

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

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

e. Retirees shall continue to receive health insurance benefits pursuant to the contract provisions in effect at the time of their retirement or pursuant to the individual provisions agreed to by the District, the Association and the professional educator at the time of his/her retirement. (See Memorandum of Understanding)

4. Voluntary Early Retirement - Teacher Emeritus Program (TEP)

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

b. The Teacher Emeritus Program shall be completely voluntary.

c. A professional educator's age and total service to the District must total at least seventy (70) years in order to be eligible for the Teacher Emeritus Program. Total service is defined as the number of years of uninterrupted service worked as a certified professional staff member in the District.

d. A professional educator must be actively working under a full-time or part-time contract and be at least age 55 but less than age 62 on August 15 following the last school year in which he/she was under an individual contract with the District to be eligible for retirement under the Teacher Emeritus Program. No professional educator is eligible for entry into the Teacher Emeritus Program at age 62 or later.
Part IV – Fringe Benefits and Wages

e. Written notification of retirement pursuant to the TEP shall be received from the professional educator by the Board of Education on or before February 15 of the last school year the professional educator is to be under individual contract with the District. Once accepted by the Board, this written notice becomes irrevocable and will be treated as a (retirement) resignation. Professional educators electing to retire under the TEP shall retain no re-employment rights with the District.

f. For WRS purposes, the effective date of retirement by a professional educator entering into the TEP shall be the last day of the school year. However, a professional educator may elect to defer drawing his/her WRS annuity until a later date. The effective date of the monetary stipend for a professional educator entering into the TEP shall be September 15 of the year of retirement.

g. **Operational Criteria:**

(1) Under the TEP, a professional educator shall receive a percentage of his/her final year's salary as per Appendix A for each year of retirement prior to attaining the age of 63 (see chart below). Age attainment is defined as the age a professional educator is on August 15. Semi-monthly installments, subject to FICA, State and Federal withholding taxes will be made from September 15 through August 31 for each year of eligibility.

<table>
<thead>
<tr>
<th>Age on the August 15 Following One's Retirement at the End Of the School Year</th>
<th>Total Number of Years That A Stipend is To Be Received</th>
<th>Amount of Each Stipend and Total Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>62 or more</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>61</td>
<td>2</td>
<td>20%</td>
</tr>
<tr>
<td>60</td>
<td>3</td>
<td>20%</td>
</tr>
<tr>
<td>59</td>
<td>4</td>
<td>20%</td>
</tr>
<tr>
<td>58</td>
<td>5</td>
<td>20%</td>
</tr>
<tr>
<td>57</td>
<td>6</td>
<td>16-2/3%</td>
</tr>
<tr>
<td>56</td>
<td>7</td>
<td>14-2/7%</td>
</tr>
<tr>
<td>55</td>
<td>8</td>
<td>12-1/2%</td>
</tr>
</tbody>
</table>

(2) Semi-monthly compensation installments shall terminate and the District shall have no further obligation hereunder upon the occurrence of any one of the following: (1) The compensation installment payments total 100% of the gross salary per Appendix A earned in the school year preceding such professional educator's entry into the TEP; (2) Voluntary written notice by the participating professional educator to the Board of Education requesting termination of said TEP benefits; (3) Payment of TEP installment benefits for the month during which the participating retired professional educator dies; or (4) Receipt by a participating retired professional educator of any unemployment compensation benefits from the District or the District's account.

h. During years one through five of a professional educator's participation in the TEP, he/she shall agree to provide five days of service to the District as a substitute teacher or in curriculum development or in some other mutually agreed
professional educator opt not to provide five days of service in any of the first five years of participation in the TEP, then his/her stipend for that year shall be reduced by one-quarter (e.g., a 20% stipend would be reduced to 15%, a 16-2/3% stipend would be reduced to 12-1/2%, etc.). A TEP participant can either choose no service obligation or the full service obligation for a particular year, not something in between. The maximum total service obligation for a TEP participant shall be 25 days.

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

j. Once the number of days that a participant will provide in a year has been determined, the District shall notify him/her which type(s) of service that it has chosen for him/her to perform. Such performance shall be within a mutually agreeable time frame.

k. The District reserves the right to discontinue future entry into the TEP if and when the average annual TEP installment plus the annual family health insurance premium exceeds 85% of the differential between the average cost of new hires and what would have been the average costs of retirees in the TEP if they had not retired. In the event that a salary schedule has not been agreed upon at the time the calculations are done, the last salary schedule in effect shall be utilized. Calculations shall be based upon experience from the previous year.

EXAMPLE:

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

**New Hires**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Salary at time of employment</td>
<td>$30,000</td>
</tr>
<tr>
<td>WRS</td>
<td>3,660</td>
</tr>
<tr>
<td>FICA</td>
<td>2,295</td>
</tr>
<tr>
<td>Health &amp; Dental (Family always assumed)</td>
<td>5,050</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$41,005</strong></td>
</tr>
</tbody>
</table>

**New TEP Participants**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Salary if they had not retired</td>
<td>$45,000</td>
</tr>
<tr>
<td>WRS</td>
<td>5,490</td>
</tr>
<tr>
<td>FICA</td>
<td>3,443</td>
</tr>
<tr>
<td>Health &amp; Dental (Family always assumed)</td>
<td>5,050</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$58,983</strong></td>
</tr>
</tbody>
</table>
Part IV – Fringe Benefits and Wages

Average TEP Stipend $ 9,000
Health (Family always assumed) 4,500

TOTAL $13,500

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

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

E. LEAVES

1. Sabbatical Leaves

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

b. Sabbatical Leave Committee: All applications for leave shall be reviewed by a sabbatical leave committee. This committee shall be composed of the Director of Human Resources, two (2) additional members of the administration appointed by the Superintendent and three (3) professional educators appointed by the Association. The suggestions of the committee shall be made to the Superintendent who shall make recommendations to the Board for final approval. The committee shall be so structured as to provide for staggered terms. Membership shall be for three (3) years, with the provision for an extension of one (1) three-year period, whereupon the member shall retire from the committee.

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

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

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

f. Length of Leave: A sabbatical leave may be granted for up to one (1) full academic year.
Part IV – Fringe Benefits and Wages

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

h. **Determinants of Sabbatical Leave:** In order that all applicants be given equal consideration, the following criteria will be considered in selecting the candidates for sabbatical leave:

1. Professional needs within the District;
2. Evidence of acceptance of the professional educator's program or project by the institution offering advanced study or research;
3. Merit of objectives for sabbatical leave;
4. Years of professional experience in the Appleton Area School District;
5. Previous leaves;
6. Reasonable distribution of applicants by buildings;
7. Interview with the Sabbatical Leave Committee.

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

j. **Accident and Illness or other Termination of the Sabbatical Leave:**
In case of injury to or other illness of the professional educator during the leave which prevents him/her from completing the purpose of the leave, the sabbatical leave, including compensation, will be terminated and all provisions for sick leave will then apply.

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

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

k. **Obligations and Bonding:** Recipients of sabbatical leave must return to the District for not less than two (2) complete years after returning from such leave. If he/she fails to return, he/she will repay the District the amount of compensation paid by the District to him/her while on leave. If he/she returns for one (1) year after such leave and then leaves the District, he/she will repay the District one-half (1/2) the amount of compensation paid by the District to him/her while on leave.
Part IV – Fringe Benefits and Wages

leave. The recipient will sign a statement indicating his/her obligation to repay the compensation he/she receives from the District in the event he/she does not return to teach as indicated herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. **Definitions**

(1) **IMMEDIATE FAMILY:** Spouse, child, parent, sister, brother, another relative residing with the professional educator, or any person with whom the professional educator has had a long-term emotional relationship and is currently residing in his/her home.

(2) **SERIOUS ILLNESS OR INJURY:** When the presence of the professional educator is required because there is imminent danger of death or serious consequences.

(3) **EMERGENCY OTHER THAN ILLNESS OR INJURY:** Shall be limited to those matters that cannot be discharged outside of the school day.

(4) **ABSENCE WITH PAY:** Shall be limited to the difference between the amount of compensation the professional educator might receive as a result of the absence (such as jury duty pay) and his/her regular daily salary rate.

b. **Procedures:** Wherever practical, conditions of the absence will be clarified in advance with the immediate administrative supervisor in an effort to avoid confusions and/or misunderstandings.

c. **Limits:**

(1) **DEATH**

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

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

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

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

(2) **SERIOUS ILLNESS OR INJURY**

Three (3) days in any school year for members of the professional educator's immediate family.
Part IV – Fringe Benefits and Wages

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

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

(3) OTHER

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

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

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

One (1) day for child adoption.

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

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

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

One (1) day for a serious automobile accident.

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

For a professional educator who has worked in the District for three (3) or more school years since his/her last date of hire, one (1) day per school year shall be granted for personal purposes and not subject to permission of the Director of Human Resources with the professional educator receiving full pay for the day. For a professional educator who has worked in the District for ten (10) or more school years since his/her last date of hire, two (2) days per school year shall be granted for personal purposes and not subject to permission of the Director of Human Resources with the professional educator receiving full pay for the days. After making arrangements with Substitute Service by calling the Substitute Services Secretary to reserve a
slot(s) for a day(s) off, your call to reserve this slot will result in the substitute being obtained for you by the Substitute Service Secretary. (Do not call the Substitute Finder System). The professional educator using a day(s) under provisions of this paragraph is to notify his/her immediate administrative supervisor of his/her impending absence at least three (3) days in advance. No more than fifteen (15) professional educators who require substitutes may take the day(s) not subject to permission of the Director of Human Resources on any given work day. If more than fifteen (15) professional educators who require substitutes submit notification of intent to be absent on a given work day, then such notifications shall be honored on a first-come, first-served basis as received by the Substitute Service Secretary. If two (2) or more professional educators give notice on the same day, seniority shall govern, with the most senior professional educator being given the day off if only one slot is available.

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

When a professional educator does not need a substitute for a day to be used for personal purposes and not subject to permission of the Director of Human Resources, he/she must still comply with the notice requirement (at least three (3) calendar days) and the calling of the secretary in Substitute Service. With respect to the latter, he/she should indicate that no substitute is required as such personal days do not count against the daily limit.

(4) JURY DUTY/MILITARY LEAVE: Absence resulting from a summons to serve on jury duty will be considered as an excused absence. For each day of work missed, a professional educator shall be paid the difference between the pay he/she would have earned as an employee of the District and the base pay actually received for that day of jury duty. Any jury duty payment received for mileage belongs to the professional educator and does not enter into the previous formula.

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

(5) PROFESSIONAL CONFERENCES: Absence resulting from attendance at a professional conference will be considered as an excused absence. Approval to attend must have been received from the building or other appropriate administrator. In addition, if attendance at a professional conference is to be for more than five (5) consecutive work days, approval to attend must also have been received from the Director of Human Resources.
Part IV – Fringe Benefits and Wages

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

4. **Leave of Absence Policy**: The starting and/or ending dates of quarters and semesters shall have no bearing on the granting of leaves covered by this section.

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

      (1) A written request is received by the Board by the preceding June 1 for a leave in the first semester or by the preceding October 1 for a leave in the second semester.

      (2) The request is for a leave of at least one (1) school quarter but not more than one (1) year.

      (3) If the leave is granted, the professional educator will plan to return to the Appleton Area School District for a minimum of one (1) year.

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

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

If the leave subsequently changes to one with a non-educational purpose and the professional educator fails to notify the Board of Education as specified
Part IV – Fringe Benefits and Wages

above, the professional educator may at the discretion of the Board have his/her seniority reduced when he/she returns at the end of the leave.

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

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

1. The Board shall continue to pay the LTD insurance premiums until such time as these premiums are waived by the insurance carrier;
2. The Board shall continue to pay for dental insurance coverage through the month in which the professional educator is eligible for pay due to work or accumulated sick leave;
3. The Board shall continue to pay for health insurance coverage until the end of the month in which the professional educator receives his/her first check for long-term disability benefits;
4. The Board shall pay for health and dental insurance coverage for the full month in which the professional educator returns;
5. The time on approved leave shall not count as experience for purposes of the salary schedule or seniority.

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

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

1. Leaves for one (elective) term of office for a public service or a United Education Profession position;
2. Leaves of up to two (2) years for the Peace Corp;
3. Leaves of up to two (2) years for teaching in a different country. (If the initial leave request is for one (1) year, a request for a second year must be submitted by February 1 of the first year of the leave;)
Part IV – Fringe Benefits and Wages

(4) Leaves of not less than one (1) but not more than four (4) school quarters beyond certified medical disability (if applicable) for child rearing/adoption purposes.

The Board shall not unreasonably deny any leave request.

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

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

A professional educator who is on a leave covered by this section and who is scheduled to return to work in the next school year shall receive his/her individual contract for the next school year one month earlier (on or before February 15) than other professional educators. He/She shall accept or reject in writing such individual contract no later than the following March 15. When giving written approval for leaves to which the above is applicable, the District shall specifically cite the above sentences.

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

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

F. **INJURY IN LINE OF DUTY**

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

G. SALARY SCHEDULE

1. For the 1997-98 and 1998-99 school years, salaries shall be paid in accordance with the salary schedules set forth in Appendix A, attached to and made a part of this Agreement.

2. Placement and Advancement on the Salary Schedule

a. For Continuing Professional Educators

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

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

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

(2) For horizontal movement on the salary schedule to occur, at least half of the credits must be graduate or undergraduate credits from an accredited college or university. VTAE associate degree and vocational diploma credits earned after 8/1/89 shall count as undergraduate credits from an accredited college. The day a course ends must be after the day that a degree was granted in order to be counted for horizontal movement past that degree. The ratio of graduate and/or undergraduate credits to total clock equivalency hour attainment shall be assessed on a total attainment basis.

(3) The parties to this Agreement believe that professional educators will select undergraduate and graduate courses which will meet the needs of themselves and the District for the present and/or the future.

(4) HORIZONTAL MOVEMENT ON THE SALARY SCHEDULE: The time during which a professional educator participates in credit/clock hour activities (i.e., scheduled work time versus non-work hours) shall have no bearing on whether he/she receives District credit for such activities.

(5) HORIZONTAL AND VERTICAL MOVEMENT ON THE SALARY SCHEDULE: Professional educators shall be entitled to a maximum of one
Part IV – Fringe Benefits and Wages

(1) Vertical step movement per school year. Should a professional educator who has not received a vertical step increase for a school year earn enough additional credits to move horizontally to a lane with more vertical steps, he/she shall also move vertically one (1) step for the appropriate portion of that year pursuant to the provisions of Part IV G 2 e (5).

b. For Newly Hired Professional Educators

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

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

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

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

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

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

c. After initial placement on the salary schedule, vertical advancement shall normally be one (1) step for each year of District experience. Should a professional educator work one (1) full semester or more, it shall be counted as one (1) full year for vertical advancement purposes. When the Board issues individual contracts in March of each year, all professional educators who are entitled to increments will be advanced one (1) step on the existing salary schedule. Upon completion of negotiations, all professional educators will have their salaries adjusted to the new salary schedule.
After initial placement on the salary schedule, horizontal advancement shall be limited to one (1) lane change per school year except in cases of attainment of a master's degree or return from a Board-approved sabbatical or educational leave of absence. In such instances, a professional educator shall move directly to the appropriate lane for which he/she has submitted proof of degree/credit completion. NOTE: Going from a B+40 to a MS does not constitute a lane change.

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

d. Placement on the salary schedule in lanes beyond the MS lane shall be modified to include credits earned by those professional educators working on two (2) master's degrees simultaneously or credits earned at National Science Foundation or similar courses of study. Interpretation of acceptance of credits under this paragraph shall be made jointly by the Director of Human Resources and a representative of the Association.

e. Equivalency hour attainment referred to in Part IV G 2 a (2) shall adhere to the following:

1. One (1) credit from an accredited college or university or VTAE shall be considered the equivalent of thirty (30) clock equivalency hours. One (1) Continuing Education Unit (CEU) shall be considered the equivalent of ten (10) clock equivalency hours. An activity which has a value of less than five (5) clock equivalency hours shall not count. An activity which has a value of five (5) or more clock equivalency hours shall be counted in full units of clock equivalency hours.

2. Only DPI certified clock equivalency hours, undergraduate or graduate credits from an accredited college or university, or credits from a VTAE, or CEU's/clock equivalency hours issued by an appropriate certifying body shall serve to fill the requirements.

3. An official transcript from the accredited college, university or VTAE or certification from the DPI or body issuing the CEU's/clock equivalency hours must be submitted as proof of credit completion.

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

(a) The title of the course;
(b) The number and type of credits for the course;
(c) The name of the accredited college or university or VTAE offering the course;
(d) A copy of the course description or outline;
Part IV – Fringe Benefits and Wages

(e) A brief statement explaining how the course fits the general philosophical statement in Part IV G 2 a (3).

(4) In addition to the above opportunities, an Assistant Superintendent/School Services may assign undergraduate/graduate credit equivalency (15 hours of class = 1 credit) to certain designated District-sponsored growth experiences. These experiences, offered at little or no cost to the participants and designed to align individual professional growth with the organizational focus of the District, can be used as undergraduate/graduate credits for horizontal movement on the salary schedule. In exchange for this opportunity to earn undergraduate/graduate credit equivalency, a participant must satisfy an Accountability Factor by writing a paragraph summarizing how he/she has implemented what was learned in class in his/her school or building with students, parents, and/or other professional educators. This obligation shall be clearly defined on all documents announcing a proposed District-sponsored activity of this type and on the enrollment forms for the activity. When a District-sponsored growth experience of this type is completed and the Accountability Factor has been validated, the Director of Staff Development shall notify the Human Resources Office of the participants who have completed the requirements so that they may receive the proper credit for it. For purposes of this Section, such notification to the Human Resources Office shall be considered to have satisfied the requirement for an official transcript.

(NOTE: The undergraduate/graduate credit equivalency shall be used for horizontal movement on the salary schedule, even if the activity has also been certified for DPI clock equivalency hours [usable for renewing one's certification].)

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

(a) The start of the first semester of the current school year of the District for credits completed and documented by (a) transcript(s) accompanied by the above District form, if necessary, and submitted by November 1 of the current school year of the District;

(b) The start of the second semester of the current school year of the District for credits completed and documented by (a) transcript(s) accompanied by the above District form, if necessary, and submitted by March 1 of the current school year of the District.

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

School Paper (SH, MS), Unit Leader (E), Audiovisual (MS, E), Safety Patrol (E), Student Council (SH, MS, E), Band (SH), Chorus (SH), Orchestra-Strings/Stereo (SH).
Part IV – Fringe Benefits and Wages

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

A. PERMISSIVE SUBJECTS OF BARGAINING

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

1. Either party to this Agreement shall have the right to file for a declaratory ruling on item(s) in question, irrespective of the new law, so long as the filing is done within thirty (30) days of the official date of publication of said law. The non-challenging party, within thirty (30) days of such filing, shall have the right to submit to the WERC a revised proposal on any or all of the item(s) in question with a request from both parties that such revised proposal(s) be considered at the same time as the original challenge is considered.

2. Parts of the Agreement spoken to in sub "1" above shall be evaporated upon a ruling by the WERC that the item(s) in question is/are a permissive topic of bargaining or at the conclusion of the then current Agreement, whichever occurs later. Until such time, the item(s) in question shall remain in full force and effect.

3. The filing for a declaratory ruling by either party shall not serve to prohibit the other party from presenting a bargaining proposal on the item(s) in question during the course of normal negotiations as provided for in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
_________________ day of __________________, 1998.

BOARD OF EDUCATION

APPLETON EDUCATION ASSOCIATION
The parties recognize that Appleton’s 1988-89 salary schedule ranked 17th in the state. The goal of the parties is to maintain a ranking within the top seventeen (17) salary schedules in the state with a 1994-95 goal of maintaining a ranking within the top fifteen (15).

The methodology for finding the rank of a salary schedule is to calculate an average dollar amount using the seven (7) salary schedule benchmarks of B-Minimum, B+6 Steps, B-Maximum (no longevity), M-Minimum, M+9 Steps, M-Maximum (no longevity), and Scheduled Maximum (no longevity).

Going from a BS+40/M to a BS+40/M does not constitute a lane change.

Should a professional educator who has not received an experience increment for a school year earn enough additional credits to move horizontally to a lane with more vertical steps, then he/she shall also move vertically one (1) step for the appropriate portion of that year pursuant to the provisions of Part IV G 2 e (5).
The parties recognize that Appleton’s 1988-89 salary schedule ranked 17th in the state. The goal of the parties is to maintain a ranking within the top seventeen (17) salary schedules in the state with a 1994-95 goal of maintaining a ranking within the top fifteen (15).

The methodology for finding the rank of a salary schedule is to calculate an average dollar amount using the seven (7) salary schedule benchmarks of B-Minimum, B+6 Steps, B-Maximum (no longevity), M-Minimum, M+9 Steps, M-Maximum (no longevity), and Scheduled Maximum (no longevity).

Going from a BS+40/M to a BS+40/M does not constitute a lane change.

Should a professional educator who has not received an experience increment for a school year earn enough additional credits to move horizontally to a lane with more vertical steps, then he/she shall also move vertically one (1) step for the appropriate portion of that year pursuant to the provisions of Part IV G 2 e (5).
## ATHLETIC COACHING STIPENDS

<table>
<thead>
<tr>
<th>Class</th>
<th>High School Sports</th>
<th>Middle School Sports</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Athletic Director</td>
<td></td>
<td>17%</td>
</tr>
<tr>
<td>A</td>
<td>Basketball, Head</td>
<td>Football, Head</td>
<td>16.5%</td>
</tr>
<tr>
<td></td>
<td>Track, Head</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Baseball, Head</td>
<td>Cross Country, Head</td>
<td>13.5%</td>
</tr>
<tr>
<td></td>
<td>Hockey, Head</td>
<td>Soccer, Head</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Softball, Head</td>
<td>Swimming, Head</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Volleyball, Head</td>
<td>Wrestling, Head</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Baseball, Assistant</td>
<td>Basketball, Assistant</td>
<td>11.5%</td>
</tr>
<tr>
<td></td>
<td>Cheerleader, Head</td>
<td>Football, Assistant</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Golf, Head</td>
<td>Hockey, Assistant</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Soccer, Assistant</td>
<td>Softball, Assistant</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Swimming, Assistant</td>
<td>Tennis, Head</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Track, Assistant</td>
<td>Volleyball, Assistant</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wrestling, Assistant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Cheerleader, Assistant</td>
<td></td>
<td>9.0%</td>
</tr>
<tr>
<td></td>
<td>Cross Country, Assistant</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Drill Team</td>
<td>Tennis, Assistant</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Basketball, 7th Grade</td>
<td></td>
<td>8.0%</td>
</tr>
<tr>
<td></td>
<td>Basketball, 8th Grade</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Football, 8th Grade</td>
<td>Track, 7th &amp; 8th Grade</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Volleyball, 8th Grade</td>
<td>Volleyball, 8th Grade</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wrestling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Cheerleader</td>
<td>Cross Country, Head</td>
<td>7.0%</td>
</tr>
<tr>
<td></td>
<td>Football, 8th Grade Assistant</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Track, Assistant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Cross Country, Assistant</td>
<td></td>
<td>6.0%</td>
</tr>
</tbody>
</table>
### ATHLETIC SUPERVISION STIPENDS

(Per event/evening as authorized by the administration)

<table>
<thead>
<tr>
<th></th>
<th>High School</th>
<th>Middle School</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Basketball (1) game</td>
<td>35.52</td>
<td>36.93</td>
<td>19.04</td>
<td>19.79</td>
</tr>
<tr>
<td>(2) games</td>
<td></td>
<td></td>
<td>28.56</td>
<td>29.69</td>
</tr>
<tr>
<td>Cross Country</td>
<td>23.29</td>
<td>24.21</td>
<td>19.40</td>
<td>20.17</td>
</tr>
<tr>
<td>Football</td>
<td>23.85</td>
<td>24.80</td>
<td>19.04</td>
<td>19.79</td>
</tr>
<tr>
<td>Soccer</td>
<td>23.29</td>
<td>24.21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Softball</td>
<td></td>
<td></td>
<td>19.40</td>
<td>20.17</td>
</tr>
<tr>
<td>Swimming</td>
<td>23.85</td>
<td>24.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Track (boys or girls only)</td>
<td>23.29</td>
<td>24.21</td>
<td>23.29</td>
<td>24.21</td>
</tr>
<tr>
<td>(boys &amp; girls same meet)</td>
<td></td>
<td></td>
<td>36.13</td>
<td>37.56</td>
</tr>
<tr>
<td>Volleyball</td>
<td>29.02</td>
<td>30.17</td>
<td>19.04</td>
<td>19.79</td>
</tr>
<tr>
<td>Wrestling</td>
<td>29.02</td>
<td>30.17</td>
<td>30.96</td>
<td>32.19</td>
</tr>
</tbody>
</table>

### SENIOR HIGH INVITATIONALS

<table>
<thead>
<tr>
<th></th>
<th>1997-98</th>
<th>1998-99</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cross Country</td>
<td>42.58</td>
<td>44.27</td>
</tr>
<tr>
<td>Soccer</td>
<td>42.58</td>
<td>44.27</td>
</tr>
<tr>
<td>Swimming</td>
<td>42.58</td>
<td>44.27</td>
</tr>
<tr>
<td>Track</td>
<td>42.58</td>
<td>44.27</td>
</tr>
<tr>
<td>Volleyball</td>
<td>42.58</td>
<td>44.27</td>
</tr>
<tr>
<td>Wrestling</td>
<td>42.58</td>
<td>44.27</td>
</tr>
</tbody>
</table>

### SENIOR HIGH - WIAA REGIONAL SECTIONAL EVENTS

<table>
<thead>
<tr>
<th></th>
<th>1997-98</th>
<th>1998-99</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cross Country</td>
<td>42.58</td>
<td>44.27</td>
</tr>
<tr>
<td>Football</td>
<td>42.58</td>
<td>44.27</td>
</tr>
<tr>
<td>Swimming</td>
<td>42.58</td>
<td>44.27</td>
</tr>
<tr>
<td>Track &amp; Field</td>
<td>42.58</td>
<td>44.27</td>
</tr>
<tr>
<td>Volleyball</td>
<td>42.58</td>
<td>44.27</td>
</tr>
<tr>
<td>Wrestling</td>
<td>56.76</td>
<td>59.01</td>
</tr>
<tr>
<td>Soccer/Basketball/Baseball/Softball:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>One (1) Game</td>
<td>23.29</td>
<td>24.21</td>
</tr>
<tr>
<td>Two (2) Games</td>
<td>36.13</td>
<td>37.56</td>
</tr>
</tbody>
</table>

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

The above stipends will be adjusted by the same percentage figure as the base teacher salary schedule increases for
## NON-ATHLETIC STIPENDS

### PUBLICATIONS

<table>
<thead>
<tr>
<th></th>
<th>SENIOR HIGH</th>
<th>MIDDLE SCHOOL</th>
<th>ELEMENTARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearbook</td>
<td>17%</td>
<td></td>
<td>7%</td>
</tr>
<tr>
<td>School Paper</td>
<td>9%</td>
<td></td>
<td>5%</td>
</tr>
<tr>
<td>Photography (Yearbook &amp; Paper)</td>
<td>5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Staff (Yearbook &amp; Paper)</td>
<td>5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patterns of Stardust/Literary Book</td>
<td>3%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### MUSIC

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Band</td>
<td>11%</td>
</tr>
<tr>
<td>Chorus</td>
<td>9%</td>
</tr>
<tr>
<td>Chorus, Assistant</td>
<td>6%</td>
</tr>
<tr>
<td>(Based upon a 1.0 Choral teaching assignment)</td>
<td></td>
</tr>
<tr>
<td>Orchestra-Strings/Stereo (per high school)</td>
<td>5.5%</td>
</tr>
</tbody>
</table>

### DRAMA-FORENSICS

<table>
<thead>
<tr>
<th></th>
<th>SENIOR HIGH</th>
<th>MIDDLE SCHOOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage Manager</td>
<td>7%</td>
<td></td>
</tr>
<tr>
<td>Debate, Head</td>
<td>17%</td>
<td></td>
</tr>
<tr>
<td>Debate, Assistant</td>
<td>12%</td>
<td></td>
</tr>
<tr>
<td>Forensics, Head</td>
<td>16%</td>
<td></td>
</tr>
<tr>
<td>Forensics, Assistant</td>
<td>11%</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>1997-98:</th>
<th>1998-99:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$18,651</td>
<td>$19,390</td>
</tr>
<tr>
<td></td>
<td>$ 3,701</td>
<td>$3,848</td>
</tr>
</tbody>
</table>

### GENERAL

<table>
<thead>
<tr>
<th></th>
<th>SENIOR HIGH</th>
<th>MIDDLE SCHOOL</th>
<th>ELEMENTARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audiovisual</td>
<td>3%</td>
<td></td>
<td>3%</td>
</tr>
<tr>
<td>Pep Club</td>
<td>5%</td>
<td></td>
<td>3%</td>
</tr>
<tr>
<td>Safety Patrol</td>
<td>7%</td>
<td></td>
<td>4%</td>
</tr>
<tr>
<td>Student Council</td>
<td>7%</td>
<td></td>
<td>3%</td>
</tr>
<tr>
<td>Unit Leader</td>
<td>6.5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DECA</td>
<td>12%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# NON-ATHLETIC STIPENDS

## HOURLY ASSIGNMENTS

<table>
<thead>
<tr>
<th></th>
<th>SENIOR HIGH</th>
<th>MIDDLE SCHOOL</th>
<th>ELEMENTARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intramurals</td>
<td>9.36/hr</td>
<td>9.73/hr</td>
<td>9.36/hr</td>
</tr>
<tr>
<td>Noon Lunch Supervision</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For 30-59 minutes</td>
<td>9.36/hr</td>
<td>9.73/hr</td>
<td>9.36/hr</td>
</tr>
<tr>
<td>For less than 30 minutes</td>
<td>4.68/hr</td>
<td>4.87/hr</td>
<td>4.68/hr</td>
</tr>
<tr>
<td>Printing</td>
<td>9.36/hr</td>
<td>9.73/hr</td>
<td>9.36/hr</td>
</tr>
<tr>
<td>Student Supervision after 7:00 pm (excluded are school dances &amp; parties) - Per event</td>
<td></td>
<td></td>
<td>18.70</td>
</tr>
<tr>
<td>Ushers' Club - Per event</td>
<td>18.70</td>
<td>19.44</td>
<td></td>
</tr>
<tr>
<td>Machine Maintenance (Tech Ed &amp; Bus Ed with prior approval of principal and outside school hours)</td>
<td>9.36/hr</td>
<td>9.73/hr</td>
<td>9.36/hr</td>
</tr>
<tr>
<td>Detention Program Supervision (before/after school)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For 23 to 46 minutes</td>
<td>13.56</td>
<td>14.10</td>
<td>13.56</td>
</tr>
<tr>
<td>For less than 23 minutes</td>
<td>6.78</td>
<td>7.05</td>
<td>6.78</td>
</tr>
</tbody>
</table>
A. 1. Assuming an additional teaching assignment during an emergency when the administration cannot secure a qualified substitute and the professional educator has an open period:

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

<table>
<thead>
<tr>
<th></th>
<th>1997-98</th>
<th>1998-99</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Senior High School</strong></td>
<td>$13.56 for one-half to a full period</td>
<td>$14.10 for one-half to a full period</td>
</tr>
<tr>
<td></td>
<td>$6.78 for less than one-half period</td>
<td>$7.05 for less than one-half period</td>
</tr>
<tr>
<td><strong>Middle School</strong></td>
<td>$13.56 for 23 to 46 minutes</td>
<td>$14.10 for 23 to 46 minutes</td>
</tr>
<tr>
<td></td>
<td>$6.78 for less than 23 minutes</td>
<td>$7.05 for less than 23 minutes</td>
</tr>
<tr>
<td><strong>Elementary School</strong></td>
<td>$13.56</td>
<td>$14.10</td>
</tr>
</tbody>
</table>

2. The above stipend for an elementary professional educator also applies when he/she assumes an additional teaching assignment in a situation where there is no substitute for an art, music or physical education specialist. The length of the period may vary depending on the grade, school and/or resource area, but the stipend will stay the same.

B. In rare situations where another professional educator cannot be found or it would be very impractical to hire one, a professional educator who voluntarily agrees to assume an additional teaching assignment shall be paid an additional 0.20 of his/her salary (including department head stipend and longevity) for the period of time in question.

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

<table>
<thead>
<tr>
<th></th>
<th>1997-98</th>
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<tbody>
<tr>
<td><strong>Senior High School</strong></td>
<td>$12.92 per trip within 35 mile radius</td>
<td>$13.43 per trip within 35 mile radius</td>
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<td>$25.77 per trip over 35 mile radius</td>
<td>$26.79 per trip over 35 mile radius</td>
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D. $18.07 per hour (1998-99 - $18.79) for professional service outside the regular school day or calendar at the request of the administration. Excluded are regularly scheduled conferences, open houses and items otherwise covered in this Agreement. Covered items include, but are not limited to M-Team staffings and I.E.P. meetings.

E. Summer Curriculum Writing $16.47 per hour (1998-99 - $17.12). Professional educators chosen for curriculum writing, Department Supervisors and the Assistant Superintendent/School Services shall cooperatively study topics to be written. The Assistant Superintendent/School Services shall set the maximum number of hours within which the project shall be completed.

F. Voluntary Curriculum Writing - If curriculum writing is to be done during the regular school day and year, the professional educator will receive his/her regular salary and a qualified substitute shall be provided for the absent professional educator.

G. Department Heads - (If a member of the bargaining unit) 5% of his/her salary plus release time. The amount of release time shall be mutually agreed upon by the department head and an Assistant Superintendent/School Services and shall be sufficient to meet the demands of the position. The amount shall minimally be equal to 0.4 FTE of release time and no supervisory responsibilities. An additional 0.1 FTE of release time shall be given in lieu of the monetary stipend (5%) if the department head is an elementary bargaining unit member.

H. Extended contracts as determined necessary by the central administration for professional work beyond the school year: 2.703% of salary or pro rata (including department head stipendivity) per week.

I. Kindergarten roundup at a pro rata pay for a part-time professional educator.
J. EEN Summer School Classroom Teachers - 12.5% of salary for 30 work days including 4 hours of direct instruction, plus planning, per work day.

K. Roosevelt Track Manager: $209.00. (1998 – 99 - $217.00)

Dollar amounts stated above are for the 1997-99 school years. They will be adjusted by the same percentage figure as the base of the teacher salary schedule for succeeding years.
### Appleton Area School District Final Calendar - 1998-99

#### AUGUST 1998

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#### SEPTEMBER 1998

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### KEY

- **TO** = Teacher Orientation (No Classes)
- **SM** = First Day Middle/Sr. High Classes
- **EL** = First Day Elementary Classes
- **NS** = No School All levels
- **SD** = Staff Development - No classes noted in middle column (PK-12)
- **WSD** = Writing and Staff Development - See Details
- **CC** = Designated parent conference date (E,M) subject to whether three nights or two nights.

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

PK/K = Pre-School/ECH/Kindergarten

Middle/Sr no class all day on Jan 15

### Writing Time

- Elementary Gr. PK-6: no class PM Jan. 15 and May 21
- PK/K also no class AM of 1/18 and 5/20

### Approved BOE 11-25-96

Calendar Committee 4-23-98

IRC Approved 5-5-98
MEMORANDUM OF UNDERSTANDING

between the

APPLETON AREA SCHOOL DISTRICT

and the

APPLETON EDUCATION ASSOCIATION

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

I. CO-CURRICULAR STIPENDS

A. SPECIAL OLYMPICS: If Special Olympics assignments are split between two or more individuals, the following percentages shall apply:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Coordinator</td>
<td>0.75%</td>
</tr>
<tr>
<td>Bowling</td>
<td>1.75%</td>
</tr>
<tr>
<td>Run, Dribble &amp; Shoot</td>
<td>0.75%</td>
</tr>
<tr>
<td>Swimming</td>
<td>0.75%</td>
</tr>
<tr>
<td>Track and Field</td>
<td>2.00%</td>
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<tr>
<td><strong>Total Stipend</strong></td>
<td><strong>6.00%</strong></td>
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B. SENIOR HIGH SCHOOL ATHLETIC DIRECTOR: In addition to monetary stipends as indicated in the Agreement, senior high school athletic directors shall continue to receive released time pursuant to past practice.

C. GENERAL: Applicants for co-curricular activities shall not be discriminated against because of the grade level at which they work.

D. SENIOR HIGH SCHOOL DRAMA STIPENDS: If the school year includes a musical production, a major production, and a minor production, then the total budget is allocated 1/2 - 1/3 - 1/6 for the respective productions.

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

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

1. Two Musicals in a year - allocation 1/2 - 1/2.
2. Two minors and one major in a year - allocation 20% - 20% - 40%.
3. Three majors in a year - allocation - not possible. Combination must be changed to be less than or equal to 100%.
4. One major and one minor in a year – allocation 40% - 20%.

II. For 1998-99, the parties have agreed to not grant experience increments to continuing professional educators.

III. In addition to the normal retroactivity paid, the parties have agreed that AEA bargaining unit members should receive an additional $60,000 due to a health insurance premium rebate. All on the 4/15/98 payroll listing shall receive an equal share of the $60,000.
Summary of Health Insurance and Early Retirement Provisions

<table>
<thead>
<tr>
<th>Contract</th>
<th>Pages</th>
<th>Provision</th>
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<tbody>
<tr>
<td>6/3/88-7/31/89</td>
<td>29</td>
<td>6/3/88 - 7/31/89 = Board pays full group health premium; minimum age = 55; one (1) year of premiums paid for each five (5) years of District service; maximum of five (5) years of premiums or age 67, whichever comes first. People who retired from 6/3/88 to 8/28/88 were not affected by the age 67 limitation.</td>
</tr>
<tr>
<td>8/1/89-7/31/91</td>
<td>32-33</td>
<td>Board pays full group health premium; minimum age = 55; one (1) year of premiums for each three (3) years of District service (plus Plamann/Janssen); maximum of eight (8) years of premiums or age 65, whichever comes first; professional educators who were part-time at retirement treated as if they were full-time.</td>
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<tr>
<td>8/1/91 - 7/31/93</td>
<td>47-48</td>
<td>Board pays group health premium and any increases in such premium occurring during the first 96 months of premium payments; minimum age = 55; one (1) year of premiums for each three (3) years of District service (plus Plamann/Janssen); maximum of ten (10) years of premiums or age 65, whichever comes first; professional educators who were part-time at retirement treated as if they were full-time.</td>
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<tr>
<td>8/1/93 - 7/31/97</td>
<td>56-60</td>
<td>Board pays group health premium and any increases in such premium occurring during the first 96 months of premium payments; minimum age = 55; one (1) year of premiums for each three (3) years of District service (plus Plamann/Janssen); maximum of ten (10) years of premiums or age 65, whichever comes first; professional educators who were part-time at retirement treated as if they were full-time.</td>
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(NOTE: "Blue Light" specials not included.)
APPLICATION FOR MONTHLY TRAVEL STIPEND
(Regular School Year Travel)

Applicant’s Name ______________________________ Check Location ______________________________
(First) (Middle) (Last)

I will be traveling: Full Year ______ Semester I ______ Semester II ______ Other ______

☐ Professional Educator ☐ Educational Assistant ☐ Secretary

Travel Start Date ______________________________

Actual mileage required during the workday (see chart on the back)

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

Weekly Total = ______________ miles

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

Monthly Reimbursement
(A) ___________
+ (B) 10.00

= (Total) ___________ (If the total is less than $18, the monthly reimbursement rate shall be $18).

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

A certificate of the required insurance coverage MUST BE ATTACHED TO THIS APPLICATION
($100,000/$300,000 bodily injury and $10,000 property damage).

Complete the account number to charge if other than account number P10-880-342-120000-000-1.

P_________3_4_2_________1

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

Applicant’s Signature ______________________________ Supervisor’s Signature ______________________________

Please return this form to Accounts Payable

Revised 7/98 by Business Services
APPLICATION FOR MILEAGE REIMBURSEMENT FOR TRAVELING BETWEEN BUILDINGS DURING THE REGULAR SCHOOL YEAR

Applicant’s Name________________________________________________

I started traveling on - Date: _____________________________________

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

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

Weekly Total = _________ miles

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

Monthly Reimbursement (A) _________

= (Total) _________ *

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

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

________________________________________
Applicant’s Signature

* Supervisor’s Signature Representing Review __________________________________________

* Charge the above amount to account number __________________

(If other than account number P10-802-342-11000-000-1)

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

________________________________________
Assistant Superintendent/Business Services

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

Contract language provides that:

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

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

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

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

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

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

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

EXAMPLE:

<table>
<thead>
<tr>
<th>Assigned Supervision</th>
<th>School Supervision</th>
<th>Daily Travel Schedule</th>
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<tbody>
<tr>
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I WILL BE TRAVELING: FULL YEAR _____ SEMESTER I _____ SEMESTER II _____ OTHER __________

Employee Name (Print) _______________ Date _______________ Employee Signature

Verified by: ________________________ Date _______________ Principal/Supervisor

Return this form to Payroll by the first Friday in September.
### Appleton Area School District
#### Mileage Chart

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* For mileage involving the Administrative Center please use the Morgan chart.

TRANSPORTATION
8/1995
PROXY FOR ARENA STAFFING

I, __________________________________, grant ______________________________________________________,
(print your full name) (print your proxy's full name)
a member of the AEA bargaining unit, full authority to act on my behalf at the following Arena Staffing(s):

March/early April

May

July

August

Cross out any of the above that are not applicable.

NOTE: Oral proxies will not be accepted. Written proxies with any limitations on the proxy's authority will not be accepted.

______________________________________________
Signature

______________________________________________
Date
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