

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

AGREEMENT

between

THE KENOSHA SCHOOL BOARD

and

THE KENOSHA EDUCATION ASSOCIATION

July 1, 2007 to June 30, 2009

TABLE OF CONTENTS

	Page
Preamble	1
I. Working Conditions.....	1
A. Teaching Hours and Teaching Load	1
II. Teacher Assignment.....	2
A. Assignment of Teaching Field	2
B. Posting of Vacancies.....	3
C. Teacher Schedules	3
D. Promotions	3
E. Staff Reduction	4
III. Salaries	
A. 2007-08 and 2008-09 Schedules.....	9
B. Payroll Dates.....	9
C. Retirement Contribution	9
D. Compensation - Other Services	10
E. Teacher Substitutes	10
F. Credit for Military Service.....	10
G. Credit for Prior Experience.....	10
IV. Credits for Advanced Salary Status	10
A. Requirements	10
B. Procedure	11
C. Remuneration.....	13
V. Fringe Benefits.....	14
A. Group Health Insurance	14
B. Dental Insurance	15
C. Early Retirement	15
D. Long Term Disability.....	16
E. Group Long Term Care.....	16
F. Life Insurance	16
VI. General.....	16
VII. Teacher Tenure	17
VIII. Fair Dismissal	17
IX. Non-Teaching Duties	18

X.	Use of School Facilities	18
XI.	Payroll Deductions.....	19
	A. Voluntary Payroll Deductions	19
	B. Fair Share	19
XII.	Leaves of Absence	20
	A. Absences Due to Personnel Illness	20
	B. Absences Due to Illness in Family.....	22
	C. Absences Not Chargeable to the Sick Leave Allowance	22
	D. Sabbatical Leave	25
XIII.	Voluntary and Involuntary Transfers and Assignments.....	27
XIV.	Teacher Evaluation	29
XV.	Building Facilities.....	32
XVI.	Grievance Procedure.....	32
	A. Purpose.....	32
	B. Definitions.....	32
	C. Resolution of Grievance	32
	D. Steps of Grievance Procedure.....	33
	1. Step One.....	33
	2. Step Two	33
	3. Step Three	33
XVII.	Management Rights	35
XVIII.	Protection	35
XIX.	Personal Injury Benefits.....	35
XX.	Employment.....	35
XXI.	Administrative Responsibility When Principal is Not in Building.....	36
XXII.	Work Stoppage Prohibited.....	36
XXIII.	Management Responsibilities	36
XXIV.	Association Responsibilities	37

XXV.	Conclusion of Bargaining	37
XXVI.	Teacher Health	37
XXVII.	Savings Clause	37
XXVIII.	Maintenance of Standards.....	38
XXIX.	Duration	38

APPENDIX

A-1	2007-08 Kenosha Teachers' Salary Schedule	39
A-2	2008-09 Kenosha Teachers' Salary Schedule	40
B-1	2007-08 Wisconsin Retirement System District Contribution	41
B-2	2008-09 Wisconsin Retirement System District Contribution	42
C	Coaching Compensation	43
D	Other Services Compensation.....	48
E-1	2007-08 School Calendar.....	50
E-2	2008-09 School Calendar.....	51
F-1	2007-08 Payroll Dates for Teaching Staff	52
F-2	2008-09 Payroll Dates for Teaching Staff	53
G	Schedule of Dental Benefits.....	54
H-1	Schedule of Health Benefits.....	55
H-2	Schedule of Long Term Care	58
I	Schedule of Long Term Disability Benefits	59
J-1	Schedule of Life Insurance Benefits	60
J-2	Schedule of Group Term Life	61

K	Voluntary and Involuntary Transfers and Assignments Form.....	62
	Teacher Professional Performance Rubric/ Self-Appraisal.....	63
	Memorandum of Understanding Lakeview.....	64
	Memorandum of Understanding PI-34.....	65
	Memorandum of Understanding Sick Leave Bank.....	71
	Prep Time Understandings.....	76
	School Reconstitution Process.....	78
	Memorandum of Understanding Insurance Committee.....	82

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

TEACHER SALARY AND WELFARE AGREEMENT

The School Board of the Kenosha Unified School District (hereinafter called "District") recognizes the Kenosha Education Association (hereinafter called "Association") as the statutory collective bargaining agent for all regular full-time and all regular part-time certificated teaching personnel employed by the District, but excluding all other employes, supervisors, and administrators. The District and the Association have entered into this Agreement concerning the wages, hours and conditions of employment of the school teachers during the fiscal year beginning July 1, 2007 ending June 30, 2009.

I. WORKING CONDITIONS

A. Teaching Hours and Teaching Load

1. Teaching Hours

a. Every elementary teacher shall schedule at least one parent conference per pupil each semester. These conferences shall be coordinated by the principal.

Special education teachers shall prepare at least one IEP and conduct one IEP parent conference per pupil during the school year. The days for writing IEP's and conducting IEP parent conferences shall be coordinated by the principal and IEP team.

b. Teachers shall be required to attend staff meetings at the call of the Principal. Reasonable effort will be made to limit such meetings to the following:

(1) One day of each month for building meetings called by the Principal of each building.

(2) One day of each month for department meetings or special group meetings.

(3) Reasonable effort will be made to limit staff meetings to one (1) hour durations.

c. The minimum duty free lunch period for teachers will be thirty (30) minutes and they may leave the school during this time.

d. The teacher workday, including the lunch period, shall be seven (7) hours and thirty (30) minutes for all teachers.

e. The job share procedure will be as follows. Each teacher will teach the same

number of hours each day. A schedule developed by the staff will specify the subjects/areas for which each teacher is responsible as well as scheduled times for common preparation/communication.

Each teacher will be present for all staff meetings, parent/teacher conferences, staff development sessions, and early release meetings with no additional compensation.

The teachers must agree concerning which teacher is to receive a 51% Full Time Equivalent (FTE) contract and receive insurance benefits and which teacher is to receive a 49% FTE contract which does not include insurance benefits. Sick days are pro-rated basis according to FTE.

If the job share is terminated, the job share teacher with the least seniority in the District will be placed on the reassignment list if there is not a full-time position at the job share school.

Job share agreements are contingent upon approval from the teachers and principals involved, as well as the Executive Director of Human Resources.

2. Orientation

All new teachers, and all new teachers who have been hired into the District after the current school year's orientation, shall attend a three-day orientation without pay.

All teachers hired into the District who are Initial Educators in their first year of teaching shall attend a five-day orientation without pay. The Association and the District will monitor and evaluate the orientation program to determine both the positive and the negative aspects. This five-day orientation without pay provision will sunset upon expiration of the 2007-2009 contract.

3. Teaching Load

a. Teacher participation in extra-curricular activities outside the normal teaching hours will be considered voluntary, except if the teacher, when he/she is initially hired, agrees to accept an Appendix C assignment, and this was expressly stated on the individual's original employment contract and up to three (3) years thereafter and except as expressly provided in Article II, E. Resignations after this time are contingent upon a qualified replacement accepting the Appendix C assignment. If the employe desires to resign, the District will post the vacancy and attempt to find a replacement. Notice of resignation shall be given by April 15 of the school year which completes the four (4) year commitment. The employe will be released from his/her commitment within one (1) school year of resigning regardless of whether a qualified replacement is found.

b. The District will make reasonable efforts to comply with DPI recommended staffing guidelines contingent on budget and staffing parameters.

II. TEACHER ASSIGNMENT

A. Assignment of Teaching Field

In accordance with past and present practice, teachers shall not be assigned, except temporarily

and for good cause, outside the scope of their teaching certificate or their major or minor field of study.

B. Posting of Vacancies

In accordance with past and present practice, lists of vacancies existing after the 15th of April of each year shall be posted regularly in each building unit and in the Office of the Association, so that teachers desiring reassignment may be advised of open positions.

Employees desiring end of the year retirements must notify the District on or before March 15 of his/her intention to retire. The District will post all positions that are vacant for the following school year by the first business day in April. Thereafter, postings will continue every week. The postings referenced herein are in addition to the postings the District provides weekly that indicate which positions are continuously vacant.

C. Teachers' Schedules

1. Teachers shall continue to be notified in writing of any change in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual courses or assignments that they will have prior to the close of the school year. This shall not preclude the changing of assignments in the light of changed circumstances. Notification of such change in assignments shall be made immediately upon knowledge of such changed circumstances. Reasonable effort shall be made to notify the affected teachers prior to August 1 of the coming school year.

2. In arranging schedules for the teachers who are assigned to more than one school, reasonable effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable.

D. Promotions

All vacancies in promotional positions, within the bargaining unit, including specialists and/or special projects teachers, shall be filled pursuant to the following procedure.

1. Such vacancies shall be adequately publicized which shall mean as a minimum that a notice shall be conspicuously posted in every school clearly setting forth a description of and the qualifications for the position, including the duties and salary.

2. Such notice shall be posted as far in advance as possible ordinarily at least thirty (30) days before the final date when applications must be submitted, and in no event less than two (2) weeks before such date.

3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Office of Human Resources within the time limit specified in the notice.

E. Staff Reduction

1. Teachers shall be laid off in inverse order of their employment within their areas of certification plus other credentials. When a teacher who is to be laid off has an Appendix C assignment: 1) Appendix C shall be amended to permit coaches to have more than one head coaching position on a voluntary basis; 2) the District shall post the vacancy throughout the School District for a period of fifteen (15) days during the school year, thirty (30) days after the close of the school year and seven (7) days after August 1, and authorize a qualified replacement to serve in the coaching assignment at a school other than his/her teaching assignment. The Board shall have the right to involuntarily assign least senior qualified teachers to the Appendix C assignments previously held by teachers who are laid off after the following steps have been taken to fill the vacancies: 1) Attempt to find a qualified volunteer from the building; 2) Attempt to find a qualified volunteer from the District. The Board retains the sole right to determine the relative qualifications for Appendix C assignments. Teachers may not be involuntarily assigned to more than one (1) Appendix C assignment annually.

Seniority is established on a District-wide basis within certification based upon the most recent date of employment. The process for determining a teacher's seniority date is as follows:

- a. The first contract day worked by the teacher during his/her first year of employment.
- b. The date the individual contract was approved by the Board of Education.
- c. The date the individual contract was signed by the teacher.
- d. The date the teacher applied for a teaching position within the District.
- e. Seniority accrues when an employee covered by the Agreement is on an approved leave of absence.

2. Such teachers shall be reinstated in inverse order of their being laid off, if qualified to fill the vacancies. Such reinstatement shall not result in a loss of credit for previous years of service. No new appointments may be made while there are laid off teachers available who are fully qualified to fill the vacancies.

3. A teacher whose position is eliminated in one school shall be reassigned to a vacant staff position for which he/she is fully qualified in accordance with Article XIII. In the event a vacancy does not exist the teacher shall be reassigned to the position held by the teacher with the fewest years of continuous employment, within another subject area or grade level provided he/she meets the following requirements:
The teacher

- a. is currently certified to teach in that position and
- b. has taught in that subject area or grade level within the last five years or,
- c. has taken at least six credits in the subject area or grade level within the last five

years.

In addition to the criteria identified in Item 3, teachers holding the position identified below must meet additional criteria established by the Board: Deans of Students, Teacher Consultants, Program Support teachers, Single Parent Program teachers, and Infant Lab teachers.

5. No teacher may be prevented from securing other employment during the period he/she is laid off under this section.

6. Teachers scheduled for layoff shall be given notice of same on or before August 1.

7. Effective July 1, 2001, contracted teachers shall have Letter of Appointment years of service count towards purposes of Article E, Staff Reduction.

8. Both the Association and the District agree that the timeline to operationalize this language is contingent upon when the 2003-05 state budget is finalized.

a. Reduction in Work Force Prevention Procedures

(1) In order to minimize the number of bargaining unit personnel to be laid off, the administration shall attempt the following preventive reduction in work force measures:

(a) Normal attrition of bargaining unit personnel.

(b) Solicitation of qualified volunteers

(c) Offer to extend all unpaid leaves for one (1) school year to persons in the bargaining unit.

(d) Approve all unpaid leave requests for one (1) school year, for any reason, for persons in the bargaining unit.

b. Layoff Procedure

All layoffs shall be based on inverse order of seniority within qualifications as set forth in the following procedures.

(1) Solicit Qualified Volunteers for Layoff

At least ninety (90) calendar days prior to a layoff, the District shall solicit volunteers who wish to be considered for layoff. A qualified volunteer is a teacher who is employed in a position identified for reduction and/or whose position can be filled by a teacher who might otherwise be laid off. All teachers who volunteer for layoff and who are qualified for volunteers shall be laid off first. A teacher who volunteers for layoff shall volunteer for one (1) school year, after which the teacher is subject to all recall procedures. If the layoff is not for the duration of the entire school year and if all teachers other than volunteers are recalled within the volunteer's area of certification/licensure, the volunteers are then subject to the recall procedures. If there are more qualified volunteers than the number of positions to be reduced,

volunteering for layoff shall be in order of the volunteer's District-wide seniority. No teacher shall be

involuntarily laid off if enough qualified volunteers are available.

(2) Certification/Licensure Requirements in order to Exercise Seniority

A teacher must hold a full certification/license on May 15 in order for a teacher to exercise seniority rights within that area of certification/licensure. A teacher holding a temporary certification/license or permit, a certification/license that has expired, or is eligible for additional certification, must present verification from his/her certifying institution or the DPI prior to July 1, that the employee can obtain (a) full certification/licensure, (b) renew an expired certification/license, or (c) obtain additional certification no later than the organization day of the following school year in order to utilize District-wide seniority in the area he/she holds temporary certification/license, an expired certification/license, or is eligible for additional certification. If it is not possible for the teacher to verify (a), (b), or (c) no later than the organization day of the following school year, the teacher shall not have seniority rights in the area of temporary certification/licensure, the area of a certification/license which has expired, or the area he/she sought additional certification/licensure. If an employee verified (a), (b), or (c) and fails to be eligible for (a), (b), or (c) by organization day of the following school year, he/she shall be replaced with the most senior teacher on layoff having certification/licensure in the area in which the teacher held temporary certification/ licensure, held an expired license, or sought additional certification/licensure.

(3) Employees Identified for Layoff

The District shall determine the number of employees District-wide to be laid off by subject areas, grade levels, certification/licensure areas, and/or other areas of assignment not included in the foregoing, and establish a list of qualified volunteers and other certified bargaining unit personnel, by name, who have the least amount of District-wide seniority by their certification/licensure area(s) and/or other areas of assignment not included in the foregoing that is equal to the number identified above. Bargaining unit personnel who have additional certification/licensure may use this certification to displace less senior teachers in those areas of licensure.

c. Notification of Layoff

(1) Prior Notice in Writing

Bargaining unit personnel who have been identified for layoff, shall be notified in writing of the layoff by the District at least ninety (90) days prior to said layoff.

(2) Notification to Association

The Association will be given a list of those employees who have been tentatively identified for layoff prior to the notice to the employee.

(3) Notice by Certified Mail, Return Receipt Requested

The notification of layoff shall be sent by certified mail, return receipt requested, to the teacher's address on the payroll file. It shall be the teacher's responsibility to keep the address on the payroll file current by filing a change of address card with the District. The District shall mail

to the Association a copy of each teacher's notification.

(4) Notice Contents and Information

The notification of layoff shall contain the fact that the teacher is laid off, the fact that he/she is subject to recall and a copy of the negotiated layoff provisions.

d. Rights of Employees on Layoff

(1) Length of Recall Rights

Recall rights shall be extended to a teacher for one (1) year from the date of layoff.

(2) Health Insurance

A teacher who is laid off shall be treated in the same manner as an employee on an unpaid leave. Self-paid coverage must be continuous from the time of layoff. Eligibility ceases after COBRA benefits end.

(3) Dental Insurance

A teacher who is laid off shall be treated in the same manner as an employee on an unpaid leave. Self-paid coverage must be continuous from the time of layoff. Eligibility ceases after COBRA benefits end.

(4) Group Life Insurance

Teachers enrolled in the group life insurance plan at the time of layoff may continue in the plan. These teachers will be treated in the same manner as a teacher on an unpaid leave. Self-paid coverage must be continuous from the time of layoff. Eligibility ceases after COBRA benefits end.

(5) Death Benefit

A teacher on layoff, who is enrolled in the death benefit, may continue the benefit on a self-paid basis by paying the premium as billed by the District on a monthly basis.

(6) Accumulated Sick Leave

A teacher on layoff shall retain unused accumulated sick leave at the time of layoff. Upon recall, teachers shall be credited with the amount of sick leave accumulated earned up to the time of layoff.

(7) Other Employment

A teacher on layoff shall not be prevented from securing other employment during the period he/she is laid off. The District agrees that any laid-off teacher who accepts other employment retains recall rights. If the teacher is notified of a recall while employed with a different school district, the teacher shall be allowed to conclude the school year with the other district provided there are teachers on layoff in the teacher's area of certification/licensure that can be recalled. If not, then the teacher would be subject to the recall procedure.

e. Recall Procedure

(1) Determination of Recall

District administration shall determine the subject areas and number of positions in which recall will be made and the number of teachers to be recalled.

(2) Additional Certification While on Layoff

Whenever a teacher on layoff status obtains additional certification/licensure and files it with the District, he/she shall also be eligible for recall in his/her additional area of certification/licensure.

(3) From Layoff

A teacher on layoff shall be recalled to a vacancy for which the employee is qualified in order of District-wide seniority. A teacher shall be offered such assignment and shall only have the right to refuse such assignment without waiving recall rights as defined in D. 7.

(4) Notification of Recall

The notification of recall shall be sent by certified mail, return receipt requested, to the teacher's address on the payroll file. It is the teacher's responsibility to keep his/her address on the payroll file current by filing a change of address card with the District. The District shall mail to the Association a copy of each teacher's recall notification.

(5) Response to Recall

A teacher will have ten (10) days from receipt of the recall notice to respond, and a maximum of thirty (30) days from the receipt of the notice to report to work.

(6) Failure to Respond or Refusal of Recall

If a teacher on layoff does not respond to the offer to be recalled within the ten (10) days or he/she refuses to be recalled, the teacher then waives any further rights except those benefits which are prepaid prior to layoff. In the event that a teacher is unable to report within the prescribed time limits by reason of illness, injury, or other personal emergency, he/she shall not forfeit his/her recall rights provided notice of such circumstances is given to the District in writing within the time period that the

teacher is required to respond to the recall notice and provided he/she notified the District when he/she is able to be recalled. Volunteers for layoff and teachers on layoff who have accepted other employment with a different school district are subject to the recall procedures.

(7) No New Employees or Substitutes in Vacant Positions

No vacant position shall be filled by a substitute or a newly hired teacher while there are teachers on layoff who are qualified to fill the vacant position. This provision is not intended to operate in a manner that prevents classes from being taught during recall procedures.

III. SALARIES

A. 2007-08 and 2008-09 Teacher Salary Schedules

The basic salary schedule for all persons covered by this Agreement is set forth in Appendices A-1 and A-2, which are attached hereto and made a part hereof.

B. Payroll Dates

The compensation plan covered by the Agreement is set forth in Appendix F which is attached hereto and made a part hereof.

Teachers may elect to receive their salary in 21 or 26 equal installments. Continuing teachers must elect which payroll option they desire on or before July 15. Once a teacher has made such an election, the election shall be irrevocable for the school year. Newly hired teachers may elect their payroll option at the time they sign their teaching contracts. If a continuing teacher does not elect an option on or before July 15, the teacher will be deemed to have elected the option selected the prior year.

If and when the District is able to implement direct deposit of paychecks pursuant to Article III.A. the District will make the authorized deductions from said paychecks in equal deductions over 20 paychecks, depending on the salary payment option selected by the employee.

Teachers hired after July 1, 2007, will be paid in 26 equal installments. After July 1, 2007, any teacher who selects 26 payroll periods and was on 21 payroll periods may not opt back to 21 payroll periods. Beginning, July 1, 2008, teachers may no longer select 21 payroll periods.

Teacher who want to receive payroll advices mailed to their home address for the five summer payroll periods must indicate in writing on or before May 1, on a District provided form if he/she wants to have their payroll advice mailed.

C. Retirement Contribution

The District shall contribute to the Wisconsin Retirement System, along with benefit adjustments, an amount up to 6.2% of the employee's gross earnings based on each teacher's basic salary as set forth in Appendix A. Such dollar equivalents are set forth in Appendix B. This is in addition to the District Statutory contribution.

D. Compensation - Other Services

1. Personnel performing such extra-curricular duties as specified in Appendix C shall be compensated as set forth in Appendix C.

2. Personnel performing additional services as specified in Appendix D, shall be compensated as set forth in Appendix D.

E. Teacher Substitutes

Effective April 8, 2002, if a teacher is required to act in the capacity of a substitute teacher thereby reducing the teacher's available preparation time, that teacher will receive compensation of \$9.00 for each assignment of thirty (30) minutes or less; and \$18.00 for each assignment of thirty-one (31) minutes to sixty (60) minutes; and \$27.00 for each assignment of sixty-one (61) minutes or more.

It is further understood that whenever an employee represented by the teacher bargaining unit is directed by administration to work during his/her prep time, sub pay will be granted. Pay for this provision shall not exceed ninety (90) minutes per day.

F. Credit for Military Service

Credit will be given on the salary schedule for military service up to a maximum of three (3) years.

G. Credit for Prior Experience

Any newly employed teacher contracted by the District shall be allowed an increment on the Teachers' Salary Schedule for each full year of full-time prior teaching experience up to and including eight (8) years. If credit for military service is allowed, this credit shall be included in the maximum of eight (8) years allowed for prior experience. Effective July 1, 1998, any newly employed teacher contracted by the District shall be allowed an increment on the Teachers Salary Schedule for each full year of full-time prior teaching experience. If credit for military service is allowed, this credit shall be included in the years allowed for prior experience. Effective July 1, 1998, the District may grant up to five (5) increment steps on the Teachers' Salary Schedule at the time of hire for other experience which the District deems to be relevant. Credit for prior teaching experience or other experience not claimed at the time of initial employment shall not subsequently be allowed, provided the newly employed teacher was advised of this clause prior to employment.

H. The formula for compensating staff who agree to extended day contracts will be as follows: The staff person's annual salary divided by 1316 multiplied by 180 days or the number of days taught during the quarter (hourly rate). This formula will be modified in the event the staff person begins working an extended day contract after the start of the school year (actual number of student contact days will be used instead of 180).

IV. CREDITS FOR ADVANCED SALARY STATUS

A. Requirements

1. The parties mutually recognize the need for having teaching personnel involved in

professional activities designed to enhance their effectiveness as teachers and counselors. It is further recognized that advances being made in the field of education require continued efforts by educators to increase their proficiencies and knowledge, and thereby to increase the quality of their service to the District.

2. Teachers holding a degree below the Masters level are expected to maintain professional growth by earning at least four (4) credits during each six (6) year period. Such credits shall be semester hour credits or their equivalent, and may be earned through accredited correspondence work, summer sessions, or any other course work at an accredited institution of higher learning. Up to but not more than three (3) of these credits may be earned in District inservice courses or approved travel.

3. Teaching personnel holding an approved Masters degree are expected to maintain professional growth by earning at least three (3) credits during each six (6) year period. Such credits shall be semester hour credits or their equivalent, and may be earned through accredited correspondence work, summer sessions, course work at an accredited institution of higher learning, approved travel, or in District inservice courses and curriculum work.

4. Subsections (2) and (3) above shall not apply to:

a. Teaching personnel who have reached the age of fifty-five (55) prior to January 1 of the first year of the six (6) year period.

b. Teaching personnel who present written requests with substantiating evidence of undue personal hardship shall be allowed to postpone their professional improvement requirement for one year.

c. Teaching personnel who have reached the MA+24 lane.

5. Failure to meet the foregoing minimum requirements for professional improvements shall be deemed failure to meet the standards of satisfactory performance as a staff member, and shall result in recall of the individual teaching contract. A new contract will be issued. The rate of compensation in the new contract will be based on the increment step of the previous contract and will include any negotiated salary increases. Thereafter, no advances to higher increment steps will be permitted until the requirements are met. When the requirements are satisfied, adjustment in salary shall be to the increment step appropriate to the individual's level of training and experience.

6. a. The period for acquiring professional improvement credits for teachers continuously under contract since the 1971-72 school year shall begin as of January 1, 1972.

b. The period for acquiring professional improvement credits shall begin with the first school year of employment.

B. Procedure

The following stated provisions govern the certification, evaluation, and validation of all credits recognized for complying with the minimum requirements for professional improvement and for advanced status on the salary schedule.

1. Compensating salary adjustments for additional credits earned pursuant to the provisions of the Teachers' Salary Schedule shall be made at any time during a school year and within a thirty (30) day period after proper certification is received from the college or university by the Executive Director of Human Resources if pre-approval of credits is on file. Effective July 1, 1996, compensating salary adjustments for additional credits earned pursuant to the provisions of the Teachers' Salary Schedule shall be made twice per year, effective October 1st (for official transcripts with additional pre-approved credits received by the Executive Director of Human Resources by September 30th) and February 1st (for official transcripts with additional pre-approved credits received by the Executive Director of Human Resources by January 31st). If credits have been received before they have been approved by the Superintendent or designee, then the adjustment shall be made effective for the period (either October 1 or February 1) in which the credits are approved. Approval or denial of such credits shall be made within thirty (30) days after submission of the credits for approval. Forms provided by the District will be used whether filing for pre-approval or filing for approval after credits have been taken.

2. Credits submitted for advancement on the salary schedule shall be subject to evaluation and approval of the Superintendent of Schools or designee. Credits shall be approved when they are acceptable to a regionally accredited college or university and are (a) courses related to the candidate's teaching assignment and not previously taken, and/or (b) for a graduate degree related to the candidate's teaching assignment and/or the field of education and/or (c) additional certification in the field of education, except as provided in the provisions of this Agreement for the earning of credits for travel, inservice education, and study with an acknowledged authority. No remuneration or advancement on the salary schedule shall be given for credits required as a condition of initial appointment.

3. Inservice education credits may be earned toward advancement on the salary schedule and/or toward meeting minimum requirements for professional improvement as specified in this Agreement, for local curriculum study planned and executed under the direct supervision of the Director of Professional Development or the Superintendent of Schools. Such credits will be awarded on the basis of one (1) credit for each fifteen (15) hours of satisfactory work undertaken in regular session plus an equal amount of supporting outside study undertaken and completed after regular school hours, or one (1) credit for each thirty (30) hours of summer curriculum study. Teachers wishing to qualify for credit under this provision must file a written statement of intent with the Director of Professional Development prior to the time at which the curriculum work will be started. The credit provided for this section must be certified to in writing by the Director of Professional Development and such certification shall be filed in the Office of Human Resources.

4. All plans for travel credit shall have prior approval of the Office of Human Resources. The Preliminary Notice of Request for Travel Credit must be submitted to the Office of Human Resources at least thirty (30) days prior to the dates of proposed winter and spring recess trips. For summer travel, requests must be submitted two (2) weeks prior to the closing of the school year for trips planned through July 14 and no later than July 1 for trips planned during the balance of the summer vacation period. A Final Travel Report must be submitted to the Office of Human Resources within thirty (30) calendar days following the completion of a vacation period. Travel credits will be awarded in either October or February. Teachers will

receive retroactive pay to either October 1 or February 1 depending upon when the credits were submitted. Travel credits will not be provided for trips where college credits are earned, for succeeding trips to localities previously visited, for trips of less than one-week duration, or for trips to areas of doubtful value.

a. Travel credits not to exceed five (5) of the total credits for adjustment on the Teachers' Salary Schedule may be accepted for credit for teachers possessing a Baccalaureate degree.

b. Travel credits not to exceed five (5) of the total credits for adjustment on the Teachers' Salary Schedule may be accepted for credit for teachers possessing a Masters degree.

5. Study with an acknowledged authority and/or advanced training in the field of a teacher's specialization or in a related field in which no formal academic credit is given shall qualify the teacher for required credits and advancement on the salary schedule. Credit equivalency and advancement on the salary schedule shall be determined by the Office of Human Resources and prior approval of the Office of Human Resources shall be obtained.

6. Any college or university credits earned and submitted for advanced standing on the salary schedule must have been earned subsequent to the granting of the degree upon which the teacher's present salary classification is based except in cases where a teacher has acquired a Masters degree in a program that the minimum credit requirement is more than 45 graduate credits. In such cases, upon receiving verification of the program requirements and the Masters degree, the required credits earned beyond 45 graduate credits in the program will be applied toward advancement on the salary lanes. Prerequisite, make-up or deficiencies courses earned as a condition to entering the Masters degree program will not count for lane advancement. Exceptions to this requirement are strictly prohibited unless specifically authorized by the Board.

7. Notwithstanding any other provision of this agreement, the credits required to advance from the M+24 to M+30 lane shall be post-masters degree education credits earned after January 1, 1984. In order for credits earned after January 1, 1984 but before October 11, 1990 to count toward advancement from the M+24 lane to the M+30 lane, these credits must have a preapproval form on file with the District as of October 11, 1990. Inservice credits earned after January 1, 1984 will be credited subject to normal District verification procedures. No travel credits will be credited for purposes of advancing from the M+24 lane to the M+30 lane.

C. Remuneration

1. The District shall provide a payment of \$50.00 per credit for semester hours earned at an institution of higher learning subsequent to employment in the District by any teacher toward meeting the minimum requirement in this Article, except for courses for which the District has paid the tuition or credits earned during a sabbatical leave.

2. Payment for credits earned shall be made within thirty (30) days of receipt of verification of credits earned.

3. Members of the instructional staff qualifying for salary adjustment by reason of

additional credits earned shall be required to file a transcript for certification of work completed with the Office of Human Resources. The responsibility for filing this official transcript or certification shall rest with the teacher and not with the instructional officers of the Board or with the institution at which the credits were earned.

V. FRINGE BENEFITS

A. Group Health Insurance

1. The District shall continue to provide the WEA Trust Preferred Plan to all personnel subject to this Agreement. The health insurance plan shall require the Preadmission Review cost containment option. The deductible shall be \$100.00 per individual, \$200.00 per family aggregate for In Network; \$200.00 per individual, \$400 per family aggregate for Out of Network with 20% coinsurance; and the maximum benefit shall be \$2,000,000, as per Appendix H-1.

Employees covered by this agreement who enroll in the group health insurance plan and elect single coverage will pay \$373 on a pre-tax basis annually toward the health insurance premium.

Employees covered by this agreement who enroll in the group health insurance plan and elect family coverage will pay \$853 on a pre-tax basis annually toward the health insurance premium.

Prescription drugs have a copayment of \$5 Tier One, \$10 Tier Two, and \$25 for Tier Three.

If the aggregate of the 2008-09 health insurance premiums for family and single coverage increases by less than 10% over the aggregate for the 2007-08 health insurance premium, the difference between a 10% increase and the actual increase will be applied to the salary schedule as per cell increases provided the total cost to the District remains the same. If the aggregate of the 2008-09 health insurance premiums for family and single coverage increases by more than 10% employees will be required to pay the amount over 10% through payroll deduction. This premium contribution will be in addition to the dollar contribution identified in paragraphs two and three of this section.

The insurance premium dollar contributions in effect for the 2008-09 school year will be used as the base year costing for the 2009-11 Teacher Salary and Welfare Agreement.

2. Employees on leave of absence without pay will be required to pay for the group health insurance premiums for the duration of their leave except that:

a. Continuing teachers who have exhausted their accumulated sick leave and are still on sick leave, the District will pay the group health insurance premium for the duration of their annual contract.

b. New teachers who have been on duty for at least fifteen (15) school days after the opening of school and have exhausted their accumulated sick leave and are still on sick leave, the District will pay the group health insurance premium for the duration of their annual contract.

3. a. Teachers who retire at age 55 or older, or before age 55 due to a medical disability retirement as approved by the Wisconsin Retirement System may continue to participate in the District's health insurance program until age 65 by making premium payments directly to the insurance company.

b. Survivors of teachers who have been employed by the Kenosha Unified School District for at least three (3) continuous years, may continue to participate in the District's health insurance program. Survivors shall only include the surviving spouse and dependent children. The spouse will be eligible to participate until he/she reaches age 65 or remarries, whichever occurs first. Payments must be made directly to the insurance company.

B. Dental Insurance

Employees covered by this Agreement shall be eligible for group dental insurance coverage. The Board shall pay 90% per month toward a single plan or 90% per month toward a family plan. The employee who participates shall pay the balance by way of a monthly automatic, payroll deduction. As per Appendix G. Effective January 1, 2000, the dental annual maximum will increase from \$1,000 to \$2,000.

C. Early Retirement

1. Eligibility. Teachers who have taught in the District on a regular full-time basis for at least fifteen (15) years and who are currently employed by the District may apply for early retirement benefits under this section. A teacher who reaches age sixty-two (62) during the summer following a current school year may retire at the end of the current school year before he/she reaches age sixty-two (62). (i.e. a teacher who turns 62 on July 15, 2004 may retire at the end of the 2003-2004 school year.)

Employees who previously were not in the bargaining unit hired after July 1, 2007, will need to work 15 continuous years for the District in order to receive the benefits referenced in this provision.

2. Application. Teachers who apply for early retirement benefits shall so notify the District in writing on or before November 15th for second semester retirement or, for first semester retirement, on or before the preceding March 15th. Once notice of intent to retire is given by a teacher, and is accepted by the District, the notice of intent to retire shall be irrevocable.

3. Payment(s). If necessary, the District shall make a payment to WRS. The amount of the District's payment(s) shall be that determined by WRS. The District shall provide a Letter of Agreement to the retiring employee and the Association which specifies the amount to be paid the WRS on behalf of the retiring employee.

4. Insurance. Teachers who retire pursuant to this Article shall be eligible to remain in the group health, dental and life insurance programs maintained by the District until age sixty-five (65). Until such time, the District shall make the same insurance premium contributions on behalf of early retirees which are made on behalf of all other unit employees.

5. Early Early Retirement

a. Notwithstanding the above, the teachers who have taught in the District on a regular full-time basis for at least fifteen (15) years and who are currently employed by the District may apply for early early retirement (EER) health insurance benefits. A teacher who reaches age fifty-five (55) during the summer following a current school year may retire at the end of the current school year before he/she reaches age fifty-five (55). (i.e. a teacher who turns 55 on July 15, 2004 may retire at the end of the 2003-2004 school year.) A teacher eligible for EER health insurance benefits shall be entitled to fully paid single health insurance coverage until age sixty-five (65). Teachers eligible for EER health insurance benefits who desire family coverage shall be eligible for family coverage provided the teacher pays the difference between the family plan premium and the single plan premium.

Employees who previously were not in the bargaining unit hired after July 1, 2007, will need to work 15 continuous years for the District in order to receive the benefits referenced in this provision.

b. Teachers who apply for EER health insurance benefits shall notify the District in writing on or before November 15th for second semester retirement or, for first semester retirement, on or before the preceding March 15th. Once notice of intent to retire is given by a teacher, and is accepted by the District, the notice of intent to retire shall be irrevocable.

D. Long Term Disability

The District will provide a long term disability insurance plan. Benefits provided will be equal to 66 2/3% of the regular monthly salary up to a maximum of \$3,000 per month. Effective January 1, 2000, benefits provided will be equal to 90% of the regular monthly salary up to a maximum of \$7,650 per month. The waiting period will be 90 consecutive calendar days.

E. Effective January 1, 2000, the District will pay the cost of the Group Long Term Care Policy as per the schedule of benefits in Appendix H-2.

F. Life insurance options, which are available to all personnel subject to the agreement, are described in Appendices J-1 and J-2.

G. The WEA Trust Health and Wellness Program will be established with representatives from the KEA and the District.

VI. GENERAL

A. Alteration in Compensation Plans

Requests or proposals from the teaching staff for a check-off system are to be made to the District through the Association as the certified bargaining representative for the teaching staff.

B. Neither the District nor the Association or its members will discriminate in any way against any teacher by reason of the teacher's membership or non-membership in the Association, or by reason of the teacher's participation or non-participation in the lawful activities of the Association.

C. All existing school policies affecting teachers as defined by the Teachers' Salary and Welfare Agreement, unless changed by this contract, shall remain unaltered until changed by mutual consent.

D. The school calendar for each ensuing school year shall be a matter of negotiation between the Association and the District.

E. The school calendar for school years 2007-2008 and 2008-2009 is set forth in Appendix E.

F. Teachers shall observe the school calendar and make no commitments, which will prevent them from being present in their assigned responsibilities. Salary deductions will be made on a per diem basis or a prorated basis for absence or late arriving or early leaving. This provision shall not apply to absences provided for under the contract.

G. Emergency School Closings - When any or all schools are closed due to inclement weather or other emergencies, the affected teachers shall not be required to work but shall receive compensation. The number of hours and/or days that the school is closed shall be made up as provided in the calendar without pay.

In the event that a school is closed due to a catastrophic event, teachers will be required to work if the District can make adequate arrangements to accommodate teachers with an alternative space.

VII. TEACHER TENURE

A. A degree teacher with two (2) or more years of teaching experience prior to employment in the District, including teachers who have completed two or more years of teaching on a Letter of Appointment contract, shall be granted tenure status when he/she has been employed in the District for two (2) full consecutive school years and has been approved for further employment.

B. A degree teacher with less than two (2) years of teaching experience prior to employment in the District shall be granted tenure status when he/she has been employed in the District for three (3) full consecutive school years and has been approved for further employment.

VIII. FAIR DISMISSAL

Under the provision of this contract:

A. No teacher who has acquired tenure in accordance with the District rules shall be refused employment, dismissed, removed, or discharged except for willful neglect of duty, repeated violation of the published rules of the District, conviction of felony, immorality, physical or mental incapacity to perform his or her duties, incompetency, or for other just cause.

B. Teachers under accusation shall be notified in writing by the District of the date and place of

the hearing and furnished with a copy of the charges at least thirty (30) days before the time set for such hearing. Hearings shall be public when requested by the accused and the accused may be represented by counsel and he/she shall have the right to present evidence and testimony that may be appropriate to his/her defense. The accused may waive hearing.

C. Any teacher convicted of a felony or immorality may be terminated by the District without notice.

D. A "teacher" as herein used is defined as being a full-time employe of the District who is required to have a teacher's certificate which qualifies under the Wisconsin state laws and who also qualifies under the rules of employment of the said District.

Failure to maintain proper certification as issued through the Department of Public Instruction, may result in non-renewal of contract. Failure to meet certification requirements will result in an employee being reduced to sub pay until such time proper verification of certification is received by the District. Upon notification from District of non-compliance, affected teacher will have six months to obtain proper certification. Once proper certification is received, employee will receive retro pay (i.e. difference between sub pay and regular pay).

E. Nothing in this Agreement shall preclude immediate suspension of a teacher by the District where deemed necessary by the District in the best interest of the District.

IX. NON-TEACHING DUTIES

A. The District and the Association acknowledge that a teacher's responsibility is to teach and that his/her energies should be utilized to this end. Therefore, continuing efforts will be made to reduce the clerical responsibilities assumed by teachers. The District and the Association acknowledge that a teacher's responsibility is to the educational growth and development of the children in the District.

B. The District will continue to plan for the collection of fees at the elementary level, as a means of alleviating the clerical load for elementary teachers.

C. Teachers are required to assume an obligation for functions pertaining to the educational program including (1) daily preparation, (2) attendance at staff meetings and inservice days, and (3) participation in meetings with parents; subsection (3) refers to present practice.

X. USE OF SCHOOL FACILITIES

A. The Association, in the performance of its obligations as negotiating agent for teachers, will have the right to use school buildings for meetings without cost up to 5:00 p.m. on regular school days. At other times the Association shall pay custodial costs only, for such use. The normal procedures for obtaining a building permit shall be followed.

B. The Association, in the performance of its obligation as negotiating agent for teachers, shall

have the right to place notices, circulars, and other material on bulletin boards designated for teacher use and in teachers' mailboxes. It is agreed that such material shall be professional in approach, will not deal in personal attack, or reflect unfavorably on the teaching profession or on the District. If these standards are violated, the privilege of using the teachers' mailboxes or posting on the bulletin boards may be revoked by the Office of the Superintendent with respect to the offending party. Revocation action will be subject to the grievance procedure commencing at the third step.

C. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of materials for the Association or any other teacher organization.

D. The Executive Director of the Association may confer with teachers during the school day. No meetings will be allowed that would interfere with the educational process.

XI. PAYROLL DEDUCTIONS

A. Payroll deductions will be made in accordance with voluntary elections.

Effective January 1, 1997, teachers will be allowed one change per calendar year at any time during the year in their tax sheltered annuity. Effective January 1, 1998, teachers may make an unlimited number of changes per calendar year in their tax sheltered annuity. Those teachers who select a tax sheltered annuity which provides for direct deposit shall have their contribution direct deposited at the time of their paycheck. Notwithstanding any other provision of this Paragraph A, when three-quarters or 75% of the dollar volume of the tax sheltered annuity contributions is being direct deposited by the District, contributions to those tax sheltered annuities not offering direct deposit shall be made within thirty (30) days of the deduction or the receipt by the District of the invoice, whichever is later.

B. Fair Share

1. All employees covered by this Agreement shall become members of the Kenosha Education Association or pay to the Association their proportionate share of the cost of collective bargaining process and contract administration measured by the same amount as the Association charges for regular dues, not including any special assessment or initiation cost.

2. Exceptions to the requirements of this Article shall be:

(a) Anyone not covered by the Master Agreement.

(b) Any employee who is not receiving a paycheck: e.g., an employee on a leave of absence without pay.

3. Procedures. The Association shall certify by the second Friday after Labor Day of each year, to the District through its Payroll Supervisor the amount of monthly dues that are to be deducted.

(a) Deductions will be made once a month. The amount of the deduction will be established at the time of enrollment.

- (b) The monthly dues deductions shall be made on the first payroll check of each month, beginning in October of each year and ending in June.
- (c) If an employe has no earnings to be paid the first payroll check of the month, no deduction will be made for that month.
- (d) The employe will have to make his/her own arrangements for direct payment of his/her dues if he/she has no paycheck on the first pay period of any month.
- (e) It shall be the employe's responsibility to see that the deduction is taken from his/her check on the first pay period of any month.
- (f) Any errors should be reported immediately by the teacher to the District Finance Office and to the Treasurer of the Association.
- (g) The District will remit monthly within ten (10) days from time of deduction on to the Association the amount so deducted, together with an alphabetical list of the teachers to whom said amounts are to be credited.
- (h) The Association may change the amount of the dues to be deducted at the beginning of each school year without charge. If the Association requests additional changes in the amount of deduction then it will be required to pay the administrative and computer cost. The new amount of deduction to be effective not sooner than thirty (30) days after the request.

4. No employe shall be required to join the Association but membership in the Association shall be made available to all employes who apply, consistent with the Constitution and By-laws of the Association.

5. It is expressly understood and agreed that the provisions of this article shall be terminated forthwith and shall thereafter be inoperative if a strike, work stoppage, slowdown by any employe or group of employes of the District is sanctioned or assisted by the Association.

6. The Kenosha Education Association and the WEAC do hereby indemnify and shall save the Kenosha Board of Education 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 Board, which Board action or non-action is in compliance with the provisions of the Article, and in reliance on any list or certificates which have been furnished to the Board pursuant to this Article, provided that any such claims, demands, suits, or other forms of liability shall be under the exclusive control of the WEAC and its attorneys.

XII. LEAVES OF ABSENCE

A. Absences Due to Personal Illness

1. Professionally certificated personnel may be absent for personal illness up to ten (10) days in a school year with full pay. Unused sick leave is cumulative up to a total of one hundred twenty (120) days. Part-time staff shall receive sick days on a pro-rated basis (For example: A .4 FTE will receive ten (10) .4 sick days). If/when FTE changes, sick days shall be converted to appropriate FTE amounts of sick days, (i.e. 10.5 sick days at 50% converted to 5.25 sick days at 100%). Staff who have a Letter of Appointment position will carry over their accumulated sick days if they receive a contract position.

2. In the event a period of personal illness extends beyond the number of days of unused sick leave then accumulated, professionally certificated personnel must apply for and shall be granted a leave of absence, without pay, for the balance of the period of such personal illness, but not to exceed thirty-six (36) months. The determination of the teacher's ability to return to the job he or she was hired to do shall be made by the teacher's physician and certified to the Superintendent in writing.

3. Upon return from such leave of absence:

a. In all cases wherein the period of the leave of absence required was thirty (30) school days or less, the professionally certificated employe shall be immediately reinstated in his or her former teaching position with all job related benefits that he or she would otherwise have obtained except for such period of illness.

b. In all cases wherein the period of the leave of absence required was thirty-one (31) school days or more, the professionally certificated employe shall be immediately reinstated in his or her former teaching position, if then available, and if not to a substantially equivalent teaching position which he or she is competent to perform for the balance of the school year, with all the job related benefits he or she would otherwise have obtained except for such period of personal illness. In the ensuing school year the teacher who had returned from an extended sick leave will be reinstated to the position held prior to the extended sick leave.

c. If the sum of the actual days taught and the accumulated sick leave exceeds half the school year, the increment for that school year shall be granted.

d. "Substantially equivalent" position shall be defined as a position a teacher is certified to teach.

e. If the leave extends for a year or more, the teacher will be assigned to a substantially equivalent position as available.

4. In the event the period of a leave of absence for personal illness extends beyond the end of a school year, the professionally certificated employe shall inform the Superintendent as soon as possible, but no later than August 1, of whether he or she will be physically fit to perform his or her required teaching duties as of the beginning of the ensuing school year.

5. In all cases wherein the Superintendent has serious doubts as to the ability of an employe, who has been absent because of personal illness, to perform his or her required teaching duties,

he/she may require such employe to secure from such employe's physician a medical statement of physical fitness to perform such required teaching duties.

B. Absences Due to Illness in Family

In case of illness in the immediate family (father, mother, son, daughter, husband, wife, or other relative with whom the teacher may be living at the time), a teacher shall be allowed six (6) days absence with full pay in a school year. Such absence shall be charged to the Sick Leave as outlined above and deducted from the current or accumulated personal illness allowance.

C. Absences Not Chargeable to the Sick Leave Allowance

1. Death in family

a. In case of death in the immediate family (father, mother, brother, sister, son, daughter, husband, wife) or a person with whom the teacher may be living, a teacher shall be allowed up to six (6) days with full pay for time necessary to attend the funeral and take care of arrangements for handling an estate.

b. For other relatives (grandparents, uncles, aunts, first cousins, nieces, nephews, and grandchildren) the teacher shall be allowed three (3) days with full pay to attend the funeral.

c. The above regulations shall apply equally to relatives whether by blood or marriage but no allowance with pay shall be granted for days previous to that on which the death occurs.

2. Military leave for duty

a. The District shall grant, upon request, a military leave of absence for mandatory annual duty for training not to exceed ten (10) school days provided such duty is performed with the assigned unit.

b. Periods of military leave for mandatory service as a result of civil disturbance or disaster will be allowed, upon request, in addition to leave for annual duty for training, provided such duty is performed with the assigned unit.

c. Such employe shall receive the difference between the military pay exclusive of any reimbursement for expenses other than base salary and his/her regular school per diem rate upon submission of a copy of the order to active duty and a copy of the pay voucher.

3. Military enlistment and induction

Military leave will be granted to any teacher who enlists for not more than four years or who is inducted in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level he/she would have achieved had he/she been employed in the District during the period of his/her compulsory absence. A voluntary extension of the duty

period beyond that which is required by law negates all aspects of this provision.

4. Personal leaves

a. One day leave with pay and one day leave without pay for personal reasons may be requested. Application for such personal leave shall be made at least twenty-four (24) hours before taking such leave (except in case of emergency) and the applicant shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. The paid personal day may be used as long as the number of requests do not exceed 20% of the existing pool of substitute teachers. Once the existing pool of substitute teachers has been exhausted, the teacher may still take an unpaid leave of absence day. Paid personal days may be used for the purposes identified in “c” and “d” below. Any unused paid personal days will be added to the employee’s accumulated sick leave.

b. Professionally-certificated employees will not be excused to participate in a remunerative activity beyond the limitations set forth in paragraph (a) unless otherwise provided in this Agreement.

c. One (1) day leave without pay to receive a college or graduate degree.

d. One (1) day leave without pay to attend the graduation of a member of the teacher's immediate family.

5. Appearances in legal proceedings

a. Teachers who are summoned for jury duty shall be granted the necessary time off with pay, provided the teacher remits to the District all remuneration (except mileage) received for jury duty, and files with the District the appropriate official record of jury service dates.

b. The District will continue to grant the necessary time with pay for teachers who are subpoenaed to appear in court proceedings: 1) in connection with the teacher's employment or 2) in any other legal proceeding, if the teacher is not a party to the action. Such approved absence will be with pay provided the teacher remits to the District any fees received and files the subpoena with the District.

c. Teachers shall be granted necessary time off with pay in order to attend legal proceedings involving the adoption and/or guardianship of a child by the teacher.

6. Inservice travel account

A minimum of \$12,500 will be included in the 1999-2001 school budgets for the purpose of partially reimbursing teachers authorized to attend workshops and conferences related to their teaching assignment.

7. Exchange teaching and Peace Corps duty

A leave of absence without pay of up to two (2) years will be granted to any tenured teacher who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either of such programs. The Board may grant a leave of absence not to exceed one (1) school year with pay to a teacher participating in the Fulbright Exchange Program or other Board approved program. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the District during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. A leave of absence without pay of up to two (2) years will be granted to any certified, non-probationary staff, who have the opportunity to work in the education field in a foreign country. Upon return to the District he/she will be credited on the salary schedule for increment step movement as if he/she never left the District.

8. Family illness leave

A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Upon return from such leave, a teacher will be assigned to a substantially equivalent position, as available.

9. Association service leave

a. Upon application made prior to June 1, a leave of absence without pay may be granted for one (1) year and be renewable for one (1) additional year to any teacher for the purpose of serving as an officer or member of the staff of the Association, or any of its affiliate organizations. The District upon application from the Association no later than June 1 of any year, the District agrees to release the President of the Association from his/her position within the District.

Effective July 1, 2002, the Association and the District agree to add the cost of the KEA Release Time President and the cost of the replacement person together. The Association and the District will each pay ½ of the cost.

Movement on the salary schedule will be handled in the same manner as all staff covered by the Collective Bargaining Agreement (Step movement will occur as if the full-time release time president is in a bargaining unit position).

The District agrees that upon return of the Association full-time release President to the position held by the President prior to the commencement of the leave of absence, the following will occur:

The President upon completion of his/her duties as full-time release president shall return to the exact position/building held prior to the start of the leave of absence.

b. The Association will be allowed a total of up to five paid days every school year for use by the Association president or designee (must be a tenured teacher) to attend NEA conventions related to Association business. The Association must notify the Superintendent in writing twenty days in advance of the convention(s) and must identify the individual(s) who will attend, the date(s) they will be off work, and the nature of the convention(s). The superintendent will grant the request unless the operations of

the District will be unduly disrupted. The Association shall pay for a substitute teacher for all those who attend.

10. Upon application made prior to May 1, a leave of absence, without pay, for the purpose of attending school full-time may be granted. Upon return from such leave, a teacher will be assigned to a substantially equivalent position as available.

11. All requests for extended leave will be applied for in writing to the Office of Human Resources and will be granted or denied in writing by the Superintendent or his/her designee. A duplicate copy of the response to applicant will be sent to the Association.

12. The District shall continue to grant all benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused sick leave.

13. Child Rearing Leave

Any employe may request child rearing leave without pay for any school year in which a child is born or adopted and for one additional school year if so desired.

a. Child rearing leave may be requested in conjunction with pregnancy leave. Under such circumstances, an individual's use of paid sick leave for pregnancy leave shall be limited to the period of disability as certified by the employe's physician.

b. Requests for child rearing leave for an additional school year must be submitted prior to May 1. Such requests must be for the complete school year.

c. Child rearing leave may be granted by the School Board.

d. Employes while on such leave shall, at their option and expense, be permitted to continue life, dental and health insurance coverages.

e. Return from such leave shall be governed by the provisions of Article XII,A,3.

14. Sabbatical Leave

1. Purposes: The underlying philosophy of the sabbatical leave is to increase the quality of teaching 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 teacher's personal growth.

2. Sabbatical Leave Committee: All applications for leave shall be reviewed by a sabbatical leave committee appointed by the Superintendent of Schools and composed of the Executive Director of Special Projects, two additional members of the administration and three teachers. The suggestions of the committee shall be made to the Superintendent, who shall make recommendations to the District for final approval.

The Committee shall be so structured as to provide for staggered terms. Membership shall be for three years, with the provision for an extension of one three-year period, whereupon the member shall retire from the committee. From the inception of the committee, two members, one from the administration and one from the teaching staff, shall retire upon the completion of one year's service. Appointment of new members to the committee shall be by the Superintendent.

3. Quota: Not more than four (4) teachers shall be granted sabbatical leave in any one full academic year.

4. Eligibility: An applicant for a sabbatical leave must be a degree-holding teacher who has served in the school system for no less than five (5) consecutive years preceding the leave at the time of application.

5. 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 governing attendance as a full-time student. When the first half of the sabbatical leave has been completed, the teacher shall request that a progress report be submitted to the committee and to the Office of Human Resources, 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.

6. Length of leave: A sabbatical leave may be granted for a period of one full academic year. Recipients of sabbatical leaves must return to the school system for not less than two complete years. Prior to the inception of such leave, and after returning from such leave, the recipient shall furnish the District a suitable bond or collateral to indemnify the school system against loss if this condition is not met. The teacher shall bear the expense of the bonding initially, but the District will refund the cost of bonding after the recipient has returned and has served in the school system for two years. After one year of such service, and where professional advancement is involved, a teacher may leave the system without forfeiture of bond, but in this instance, refunding of bond premium will not be made.

This provision will not apply when, for physical reasons or other circumstances beyond his/her control, the teacher is incapable of further service. In such case, the teacher shall submit to the Superintendent of Schools a written statement from a licensed physician indicating physical incapacity.

7. Application procedure: Following consultation with his/her immediate 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 1st of the year preceding the leave. The Committee will submit its recommendations to the Superintendent by March 1st annually. Applicants will be notified of the disposition of their applications by March 15th annually.

8. 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; (a) evidence of acceptance of the teacher's program or project by the institution offering advanced study or

research; (b) merit of objectives for sabbatical leave; (c) years of teaching experience in the District; (d) previous leaves; (e) interview with the Sabbatical Leave Committee; and (f) teaching needs within the school system as determined by the Board.

9. Rights and Privileges: A teacher who is granted a sabbatical leave shall retain all rights of tenure, retirement, insurance, accrued sick leave, and salary step placement attained prior to the sabbatical leave. After completion of the sabbatical leave, the teacher will be placed on the salary schedule one step higher than when he/she left; e.g., a teacher on the sixth step when he/she applies for sabbatical leave, shall be placed upon the seventh step when he/she returns.

10. Accident and illness, or other termination, of the sabbatical leave: In case of injury to, or other illness of the teacher during the leave, which prevents his/her 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 teacher will return to regular teaching duty for the remainder of the school year, to be assigned as needed at the discretion of the Superintendent. The subsequent year he/she will be reassigned as if he/she had completed the sabbatical leave.

If the teacher 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 duties as assigned.

11. Other employment or grants and fellowships: During the period of sabbatical leave, a teacher may engage in remunerative employment and/or may accept grants or fellowships, if all other provisions of this Agreement are met and such employment, grant or fellowship does not adversely affect the purposes of the sabbatical leave.

12. Compensation: Compensation for a teacher on sabbatical leave shall be \$6,500. Payments shall be made to the applicant in accordance with payroll procedures as they apply to all teaching personnel but no payment shall be made until the teacher has on file with the Office of Human Resources a bond or collateral as required by Article V, B, 6.

XIII. VOLUNTARY AND INVOLUNTARY TRANSFERS AND ASSIGNMENTS

A. The District retains the right to make grade, subject and activity assignments and to make transfers between schools as necessary in the best interests of the District.

B. Insofar as practical, assignments and transfers will take into consideration employee professional training, experience, specific achievements and service in the District.

C. Applications for transfer may be instituted by any nontenured teacher who has completed a minimum assignment of two (2) years in one (1) building, or any tenured teacher who has completed a minimum assignment of one (1) year in one (1) building, who has regular certification in the grade and/or subject to which he/she wishes to transfer. Any such teacher wishing another assignment or transfer to another school shall make his/her wishes known immediately after the posting in all school buildings of

listings of known vacancies which will occur during the following school year. During the summer such listings will be supplied to the Executive Director of the Association. Persons seeking transfer will obtain a teacher transfer form and follow the procedure described. A letter of application must accompany each request for transfer.

Persons seeking transfer should obtain a teacher transfer form, complete it, and send it to their immediate supervisor for processing. A letter of application which includes a brief description of the reason for the request should accompany the form. If the application is approved the applicant will be informed of the decision and the reassignment of the applicant will thereby be confirmed.

D. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent they do not conflict with the instructional requirements and best interests of the school system and pupils. Permanent assignments or transfers will not be made without prior discussion with the teacher involved.

1. A teacher's area of competence, and major/or minor field of study, will be considered in determining which teacher is to be transferred or reassigned. Such teachers will be placed in a comparable position wherever possible.

E. Posting of Vacancies

1. After assignments are determined for the ensuing school year and after reassignments have taken place, the District shall post in all school buildings, including the ESC, the following lists, which shall be bid upon at the arena staffing meeting which will be conducted after school hours during the second Wednesday in May and in subsequent postings:

a. All known teacher vacancies in the District for the next school year.

b. The District shall, at the same time, mail a list of all teacher vacancies to the Association.

2. Teachers shall be given consideration for positions posted in E-1-a if an application is submitted on a form (See Appendix K) which is available in each school building, the District Human Resources Office and the Association office. The original form should be brought to the arena schedule meeting, with a copy provided to the Human Resources Office. The form shall be submitted to the Human Resources Office within ten (10) days of each posting. If offered a position during arena scheduling, the teacher must confirm or reject the offer immediately. If a teacher is the most senior qualified candidate on multiple postings, he/she shall be given the opportunity to select the position of his/her choice.

3. All notices of vacancies shall contain the date of posting, a description of the position, including grade level, subject area and specific courses to be taught, name and location of the school, certification requirements of the position, name of person to whom the application is to be returned and date by which the application is to be returned. In no case shall such date be less than ten (10) days from the posting.

4. Administration will not hire any teachers to fill vacancies before the arena scheduling meeting.
5. The order for filling vacant positions will be done in seniority order beginning with the involuntary transfer list, and then the voluntary transfer list.
6. All certification paperwork for arena scheduling purposes must be filed with the Human Resource Office no later than April 15.
7. In the event that a teacher who is either being involuntarily transferred or is seeking a voluntary transfer is unable to attend the arena scheduling meeting, they may have a proxy indicate their preference for a vacant position. The proxy is the Association President. All proxy requests must be provided to the Association office no later than the first Friday in May.

XIV. TEACHER EVALUATION

- A. The purpose of evaluation shall be for the improvement of instruction and shall be based on criteria clearly known and articulated prior to the beginning of the evaluation.
- B. There will be three types of evaluation reviews for non-probationary teachers:
 1. Regular Review
 2. Intensive Review
 3. Critical review

- C. Regular Review

Regular review consists of the normal evaluation process.

The following language shall be effective for the 2007-2009 Collective Bargaining Agreement only. For teachers who are being evaluated using the clinical observation model, all post observation conferences shall be conducted with the teacher within 10 school days of the evaluation, unless circumstances beyond the control of the parties prohibit the meeting from occurring. In that event, a mutually agreed upon conference time will be scheduled as soon as practicable.

Evaluation Cycle for Probationary Teaching Staff - All probationary teaching staff shall have at least two (2) formal observations and post-observation conferences conducted prior to the completion of the first semester, with at least one (1) more observation and post-observation conference prior to the end of the school year.

Evaluation Cycle for Non-Probationary Teaching Staff - All Non-Probationary teachers who are to be evaluated using the clinical evaluation model during their school year of evaluation shall have at least one (1) formal observation and post-conference conducted prior to the completion of the first semester, with at least two (2) more observations and post-observation conferences to occur prior to the end of the school year.

D. In the event that a principal or supervising administrator believes that a teacher is experiencing performance problems, the principal/supervising administrator may place the teacher on evaluation out of sequence.

Placement on Evaluation out of sequence will normally be communicated to a teacher in writing by the last day of the school year, but in no event will a teacher be placed on evaluation out of sequence after the last day of the first semester of the school year on which the review is to take place. The reason for placement on intensive review will be given to the teacher in writing.

E. Intensive Review

1. In the event a principal/supervising administrator believes that a non-probationary teacher is experiencing performance problems, the principal/supervising administrator may place the teacher on Intensive Review.

2. Placement on Intensive Review will normally be communicated to the teacher in writing by the last teacher workday of the school year, but in no event will a teacher be placed on Intensive Review after the last day of the first semester of the school year in which the review is to take place. The reasons for placement of Intensive Review will be given to the teacher in writing.

3. A teacher notified of placement on Intensive Review may request a meeting with the principal/supervising administrator to jointly develop a summary of initial strategies for improvement. This meeting shall occur within six (6) weeks of the request for teachers notified on or before the last teacher workday of the school year, and within two (2) weeks of the request for teachers notified on or before the last day of the first semester.

4. During the period of Intensive Review, the teacher may consult with a Peer Assistance Team, which shall consist of a teacher assigned by the District and another teacher to be selected by the teacher under Intensive Review. A teacher may serve on only one Peer Assistance Team per school year unless otherwise approved by the administration. Members of the Peer Assistance Team may not be called as witnesses by any party in any proceeding pertaining to the evaluation process. Members of the Peer Assistance Team shall receive up to one day of release time to be used at the discretion of the teacher under review.

5. During the period of Intensive Review, the teacher will be provided with strategies for improvement and will be subject to observation and evaluation no less than approximately every four school weeks.

6. By the last workday of the school year in which the Intensive Review takes place, the teacher will be advised in writing either that he/she has met the District's expectations or that he/she has not. In the former case, the teacher will be placed on Regular Review for the following school year. In the latter case, the teacher will be placed on Critical Review for the following school year.

F. Critical Review

1. A teacher notified of placement on Critical Review may request a meeting with the

principal/supervising administrator to jointly develop a summary of initial strategies for improvement. This meeting shall occur within six (6) weeks of the request.

2. A teacher on Critical Review will be provided with strategies for improvement and subject to observation and evaluation no less than approximately every four school weeks.

3. During the period of Critical Review, the teacher may consult with a Peer Assistance Team, which shall consist of a teacher assigned by the District and another teacher to be selected by the teacher under Critical Review. A teacher may serve on only one Peer Assistance Team per school year unless otherwise approved by the administration. Members of the Peer Assistance team may not be called as witnesses by any party in any proceeding pertaining to the evaluation process. Members of the Peer Assistance Team shall receive up to one day of release time to be used at the discretion of the teacher under review.

4. A teacher who does not meet District expectations by the end of the school year while on Critical Review shall be terminated for just cause. This is distinct from the nonrenewal process. A teacher who has met the District's expectations during the year of Critical Review will be placed on Intensive Review for the next school year.

G. The decision to place a teacher on either Intensive or Critical Review may be grieved on the basis of having been arbitrary or capricious.

H. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be shown a copy of evaluation reports prepared by their superiors and will have the right to discuss such reports with their superiors before they are submitted to central administration or put in their personnel files.

I. No teacher will be disciplined without just cause. Removal from Appendix C assignments shall be subject to the just cause standard.

1. All material originating within the District and pertaining to the teacher which is placed in the teacher's permanent file shall be available for inspection by that teacher within seventy-two (72) hours of a request. References and credentials shall remain confidential. If a teacher is the subject of disciplinary action, and if a principal's notes relating to the disciplinary action will be relied upon by the District at a hearing, upon request of that teacher the notes will be made available for inspection.

2. No material originating within the District and pertaining to the teacher, shall be placed in the teacher's permanent file unless the teacher has had an opportunity to read such material. References and credentials shall remain confidential.

3. A teacher shall have the right to answer any material originating within the District, and pertaining to the teacher which is placed in the teacher's permanent file, and all such answers will be made a part of such file.

4. A teacher shall be permitted to inspect and copy any material in his/her file, subject to

Article XIV. H-1, H-2, and H-3. References and credentials shall remain confidential.

XV. BUILDING FACILITIES

At least one faculty lounge will be provided at each school.

XVI. GRIEVANCE PROCEDURE

A. Purpose

The purpose of this grievance procedure is to provide a method for quick and binding final determination of every question of interpretation and application of the provisions of the Agreement, thus preventing the protracted continuation of misunderstandings which may arise from time to time concerning such questions.

B. Definitions

1. A grievance is defined to be an issue concerning the interpretation or application of provisions of this Agreement or compliance therewith.

2. Party in interest means a grievant and/or any person or persons also aggrieved who might be required to take action in order to resolve grievances, the President of the Association or his/her designee, and the Superintendent or his/her designee.

3. There shall be no retroactivity prior to the date of the filing of the written grievance except that in the event of a payroll error not occurring as a result of teacher negligence, corrected payment shall be made retroactive to the beginning of the contract year in which the grievance is filed.

4. The President of the Association or any employe covered by this Agreement acting as his/her designee, may file a grievance on behalf of a group of individuals covered by this Agreement, if the issue is common to all the individuals in the group and with the approval of said individuals, or on behalf of an individual covered by the Agreement. Group grievances must be in writing pursuant to subsection B(5) and must be filed directly with the Superintendent of Schools within twenty (20) school days after the individual(s) knew or should have known of the condition upon which the grievance is based or it will be deemed waived. Grievances filed on behalf of an individual must be filed directly with the grievant's immediate supervisor pursuant to Step One below. For purposes of this paragraph, "days" shall mean school days during the school year and calendar days during the Summer.

5. The grievance shall be in writing and contain the: name of the employe(s) or group involved, facts giving rise to the grievance, specific sections of the Agreement alleged to be violated, specific relief requested and date the incident or violation took place.

6. In the event an employee, covered by this Collective Bargaining Agreement is suspended, the grievance procedure will be initiated at Step Two of the grievance procedure.

C. Resolution of Grievance

If the grievance is not processed within the time limit at any step of the grievance procedure, it shall be considered to have been resolved by previous disposition. Any time limit in the procedure may be extended by mutual consent. An Association representative may be present at any step in the grievance procedure.

D. Steps of Grievance Procedure

Grievances shall be processed as follows:

1. Step One

A grievance shall be presented in writing to the grievant's immediate supervisor, within twenty (20) days after the grievant knew or should have known of the condition upon which the grievance is based, in an attempt to resolve the dispute. For purposes of this paragraph, "days" shall mean school days during the school year and calendar days during the Summer.

2. Step Two

a. If the matter is not settled at Step One, or if no decision has been rendered within five (5) school days after presentation at Step One, the Association may proceed further by filing the grievance with the Superintendent of Schools within five (5) school days after the decision at Step One or ten (10) school days after the matter was initially presented under Step One, whichever is sooner.

b. Within five (5) school days after receipt of the matter by the Superintendent, the Superintendent or his/her designee will meet with the grievant and the President of the Association or his/her designee in an effort to resolve the matter.

3. Step Three

If a grievance is not resolved at the end of Step Two, then the Association may request that the grievance be submitted to arbitration by giving written notice to all other parties, within ten (10) school days after delivery of the answer in the Second Step. Thereafter the procedure will be as follows:

a. Within five (5) school days after such written demand for arbitration the Association shall request the WERC to appoint an arbitrator.

b. At any time before the commencement of the hearing, either party may demand that the proceedings be recorded by a court reporter, in which case the arbitrator shall make the arrangements to secure the attendance of a court reporter to record all of the testimony and all of the proceedings. The reporter shall transcribe the notes of the hearing within twenty (20) days from the completion of the hearing, and a copy of the transcript shall be furnished to the arbitrator. All witnesses shall be duly sworn. The arbitrator shall have the power to compel the attendance of witnesses and to require either party to produce

records or documents which are pertinent to the dispute. The expense of the arbitrator and the reporter, if any, and the transcript for the arbitrator shall be borne equally by the parties.

c. The arbitrator shall have no authority to add to, modify, or alter any of the terms or provisions of this Agreement; the sole authority of the arbitrator is to render a decision as to the meaning and interpretation of this written contract with respect to the dispute. Each arbitration proceeding shall be held at such place and at such time as shall be mutually agreed upon by the District and the Association, and if they cannot agree, then the arbitrator shall designate the place and time. The arbitrator shall have no authority to impose liability upon the employer arising out of acts occurring before the effective date or after the termination date of this Agreement.

d. All grievances will be handled in accordance with the Grievance Procedure.

e. The decision of the arbitrator, if within the scope of his/her authority, shall be final and binding on both parties.

4. If any portions of the early retirement or early early retirement benefit should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any sections or addenda should be restrained by such tribunal, the parties shall enter into immediate negotiations for the purpose of arriving at a legal replacement benefit. If the parties are unable to reach agreement, the issue will be submitted to binding, final offer interest arbitration, with the criteria for selection of an offer being which most nearly maintains the existing benefit to teachers and existing cost to the District (The fact that there are general increases in premiums over time will not be counted against either part in determining whether costs are being maintained).

Prior to invoking the arbitration procedure, the parties agree to meet and negotiate in good faith at least weekly for a period of up to 4 weeks after the benefit is suspended. If there is no voluntary agreement within the 4 week negotiating period, the parties agree to arbitrate the issue, and the procedure for arbitration will be as follows:

a. The parties will request a panel of arbitrators from the WERC interest arbitration roster. Within 7 days after the parties' receipt of the panel, the parties will meet to exchange final offers and select an arbitrator. At this meeting each party will submit to the other a signed final offer, which shall not be modified.

b. The arbitrator shall conduct a hearing within 45 days of being notified of his/her selection, and shall issue an Award within 30 days after the close of the evidentiary record. The parties may submit briefs, but this shall not delay the issuance of the award within 30 days after the close of the evidentiary record.

Between the suspension of the benefit and the issuance of the Award, any eligible teacher wishing to take retirement will receive health insurance coverage at District expense. When the Award is issued, the benefits awarded will apply to the teachers who retired after the suspension of the benefit as if the new benefits had been in effect at the time of retirement.

If, at any time during or after the dispute resolution process described above, any state or federal agency, or any state or federal court, or any tribunal of competent jurisdiction issues any determination, charge, complaint, advisory letter or other statement that these benefits do not comply with laws prohibiting age discrimination, then the above process shall be reinitiated.

XVII. MANAGEMENT RIGHTS

The District, on its own behalf, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Wisconsin and of the United States except to the extent limited by an express provision of this Agreement.

XVIII. PROTECTION

A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to the school principal in writing.

B. The Superintendent and the Board will comply with any reasonable request from the teacher for information in their possession relating to the incident or the persons involved.

C. If civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with disciplining a student, legal counsel to defend the teacher in such proceedings will be provided by the District through its insurance carrier.

XIX. PERSONAL INJURY BENEFITS

A. Whenever a teacher is absent from school as a result of personal injury caused by an assault by a student, occurring in the course of the teacher's employment, the teacher will be paid his/her full salary for the period of such absence, and no part of such absence will be charged to his/her annual sick leave. Under these conditions any benefits accruing to the teacher would be remitted to the District.

B. Whenever a teacher is absent from school as a result of personal injury occurring on the school premises and not due to the teacher's negligence, the teacher will be paid his/her full salary less weekly indemnity under the Workers' Compensation Act for the period of his/her disability up to thirty (30) contract days and no part of such absence will be charged to his/her accumulated sick leave.

C. Insofar as the Workers' Compensation law applies teachers will be reimbursed for the cost of medical, surgical and/or hospital services incurred as the result of any injury sustained in the course of employment.

D. The District shall have the right to have the teacher examined by a physician designated by the District for the purpose of establishing the length of time during which the teacher is temporarily disabled or absent from performing his/her duties, and the opinion of said physician as to the said period shall control.

XX. EMPLOYMENT

A. Contract renewal provisions of the Wisconsin State Law regulating renewal and non-renewal of teacher contracts shall be followed in the employment of teachers.

B. Any newly employed teacher hired by the District prior to February 15 of any given year prior to the 1990-91 school year shall be granted a full year of teaching experience for the purpose of advancement on the salary schedule for the ensuing school year. Any newly employed teacher hired by the District after July 1, 1991, who has taught at least one semester during any school year after 1989-90 shall be granted a full year of teaching experience for the purpose of advancement on the salary schedule for the ensuing year.

C. Non-renewable contracts shall not be issued except to fill positions for certificated professional personnel on leave or to fill for the remainder of a school year a vacancy that occurs during the school year, or to fill a vacancy caused by a teacher resignation less than thirty (30) days before the start of the school year.

D. Teachers who request a release from their individual contract without giving sixty (60) days written notice shall be released only upon payment of \$500.00 in liquidated damages. The District may deduct liquidated damages from the teacher's last check.

XXI. ADMINISTRATIVE RESPONSIBILITY WHEN PRINCIPAL IS NOT IN BUILDING

A. The principal should assign and instruct a teacher to handle routine activities in his/her absence. Such assignment shall be on a voluntary basis with that teacher.

B. Whenever possible, the principal will advise the teacher of another principal who is available for consultation or assistance in the handling of any problem if necessary.

C. Should an emergency arise, the teacher in charge will immediately contact his/her principal. If the principal is not available he/she will contact the Executive Director of Special Projects' Office or the Office of Facilities Services as necessary.

D. In the case of mechanical or operational difficulties, the teacher in charge will notify the janitor.

E. Persons designated to assume administrative responsibilities, shall perform these duties to the best of their ability.

XXII. WORK STOPPAGE PROHIBITED

A. The Association agrees for itself and the employees in the bargaining unit that there will not be any withholding of contracts or strikes in the District during the term of this Agreement nor will there be any authorization, condonation, assistance or support of any such action.

B. In the event of a violation of paragraph A above, the District may take whatever disciplinary action it deems appropriate, subject to the grievance procedure.

XXIII. MANAGEMENT RESPONSIBILITIES

The Association recognizes the prerogative of the District and the Superintendent of Schools to operate and manage the affairs of the District in accordance with its responsibilities under the law. The District and the Superintendent shall have all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Wisconsin and/or of the United States except where modified by specific provisions of this Agreement. In the exercise of the powers, rights, authority, duties and responsibilities by the District or the Superintendent, the use of judgment and discretion in connection herewith shall not be exercised in an arbitrary or capricious manner, or in violation of the terms of this Agreement or of Section 111.70 of the Wisconsin Statutes or in violation of the laws or the Constitution of the State of Wisconsin or of the United States.

XXIV. ASSOCIATION RESPONSIBILITIES

A. The Association will fairly represent all persons in the bargaining unit. No Association activity will interfere with the regular instructional program of the school, except as otherwise specified in this Agreement.

B. The Association shall present public issues fairly and honestly.

XXV. CONCLUSION OF BARGAINING

A. The District and the Association do each unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, if such subject or matter was within the knowledge or contemplation of both of the parties at the time they negotiated or signed this Agreement, except as otherwise specifically provided herein.

XXVI. TEACHER HEALTH

In cases of physical or nervous disorder, or alcoholism, or the use of illegal drugs (defined in Chapter 161, Wis. Stats.), the District may require a satisfactory statement of health from a physician. If the teacher refuses to see his/her own physician or if the teacher refuses his/her physician's recommendation for an examination by a psychiatrist or other specialist, the teacher must submit to an examination by a physician chosen by the teacher from a panel of three (3) physicians provided by the District. The District will pay for the cost of any such examination. If the physician determines that the teacher is not physically or mentally able to handle his/her teaching duties then the teacher shall be required to take a sick leave as provided in Article XII, A, of this Agreement.

XXVII. SAVINGS CLAUSE

If any sections of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any sections or addenda

should be restrained by such tribunal the remainder of this Agreement and addenda thereto shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalid section(s).

XXVIII. MAINTENANCE OF STANDARDS

Except as this Agreement shall hereinafter otherwise provide, all salaries, benefits, hours and conditions of employment which are negotiable and which are in effect at the time this Agreement is signed, as established by the rules, regulations and/or policies in force on said date, shall continue to be so applicable during the term of this Agreement.

Practices are defined by the following standard: it must be of long standing duration; it must be consistently applied across the District; and there must be an element of mutual agreement between the parties signatory to this agreement as contained in a memorandum of understanding or other written document.

XXIX. DURATION

The provisions of the Agreement will be effective as of July 1, 2007 will continue and remain in full force and effect as binding on the parties until June 30, 2009 and will be the basis for negotiations in the 2009-2010 school year.

THIS AGREEMENT is made and entered into as of the 1st day of July, 2007, by and between the School Board of the Kenosha Unified School District No. 1 and the Kenosha Education Association, certified collective bargaining representative for certified teaching personnel of said District.

KENOSHA EDUCATION ASSOCIATION

KENOSHA SCHOOL BOARD
UNIFIED SCHOOL DISTRICT NO. 1

/s/ Chris Perillo
President

/s/ Eric Olson
President

7/1/07
Date

7/1/07
Date

APPENDIX A-1

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

2007-2008 KENOSHA TEACHERS' SALARY SCHEDULE

Step	B	B+6	B+12	B+18	B+24	MA	M+6	M+12	M+18	M+24	M+30
1	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0
3	33430	33939	34447	34954	35462	36817	37325	37833	38340	38849	39357
	(1524)	(1545)	(1569)	(1592)	(1615)	(1676)	(1699)	(1722)	(1939)	(1964)	(2187)
4	34954	35484	36016	36546	37077	38493	39024	39555	40279	40813	41544
	(1524)	(1547)	(1569)	(1594)	(1616)	(1676)	(1699)	(1914)	(1941)	(2164)	(2189)
5	36478	37031	37585	38140	38693	40169	40723	41469	42220	42977	43733
	(1522)	(1546)	(1570)	(1594)	(1615)	(1674)	(1887)	(1915)	(2131)	(2159)	(2189)
6	38000	38577	39155	39734	40308	41843	42610	43384	44351	45136	45922
	(1527)	(1548)	(1568)	(1594)	(1618)	(1864)	(1890)	(2102)	(2133)	(2161)	(2188)
7	39527	40125	40723	41328	41926	43707	44500	45486	46484	47297	48110
	(1525)	(1546)	(1569)	(1595)	(1794)	(1859)	(2076)	(2107)	(2132)	(2159)	(2188)
8	41052	41671	42292	42923	43720	45566	46576	47593	48616	49456	50298
	(1524)	(1547)	(1571)	(1766)	(1795)	(2049)	(2080)	(2107)	(2133)	(2163)	(2389)
9	42576	43218	43863	44689	45515	47615	48656	49700	50749	51619	52687
	(1526)	(1547)	(1742)	(1769)	(1975)	(2052)	(2076)	(2103)	(2131)	(2357)	(2386)
10	44102	44765	45605	46458	47490	49667	50732	51803	52880	53976	55073
	(1521)	(1720)	(1745)	(1772)	(1974)	(2048)	(2076)	(2106)	(2327)	(2358)	(2389)
11	45623	46485	47350	48230	49464	51715	52808	53909	55207	56334	57462
	(1696)	(1720)	(1743)	(1944)	(1973)	(2048)	(2077)	(2296)	(2326)	(2357)	(2390)
12	47319	48205	49093	50174	51437	53763	54885	56205	57533	58691	59852
	(1682)	(1707)	(1732)	(1933)	(1964)	(2033)	(2249)	(2278)	(2311)	(2342)	(2384)
13	49001	49912	50825	52107	53401	55796	57134	58483	59844	61033	62236
	(1707)	(1730)	(1933)	(1961)	(2169)	(2250)	(2285)	(2315)	(2340)	(2375)	(2389)
14	50708	51642	52758	54068	55570	58046	59419	60798	62184	63408	64625
						(2234)	(2265)	(2298)	(2329)	(2359)	(2390)
15						60280	61684	63096	64513	65767	67015

The hiring step is Step 3
(Increments between steps shown in parentheses.)

APPENDIX A-2

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

2008-2009 KENOSHA TEACHERS' SALARY SCHEDULE

Step	B	B+6	B+12	B+18	B+24	MA	M+6	M+12	M+18	M+24	M+30
1	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0
3	34266	34787	35308	35828	36349	37737	38258	38779	39299	39820	40341
4	(1562) 35828	(1584) 36371	(1608) 36916	(1632) 37460	(1655) 38004	(1718) 39455	(1742) 40000	(1765) 40544	(1987) 41286	(2013) 41833	(2242) 42583
5	(1562) 37390	(1586) 37957	(1609) 38525	(1634) 39094	(1656) 39660	(1718) 41173	(1741) 41741	(1962) 42506	(1990) 43276	(2218) 44051	(2243) 44826
6	(1560) 38950	(1584) 39541	(1609) 40134	(1633) 40727	(1656) 41316	(1716) 42889	(1934) 43675	(1963) 44469	(2184) 45460	(2213) 46264	(2244) 47070
7	(1565) 40515	(1587) 41128	(1607) 41741	(1634) 42361	(1658) 42974	(1911) 44800	(1938) 45613	(2154) 46623	(2186) 47646	(2215) 48479	(2243) 49313
8	(1563) 42078	(1585) 42713	(1608) 43349	(1635) 43996	(1839) 44813	(1905) 46705	(2127) 47740	(2160) 48783	(2185) 49831	(2213) 50692	(2242) 51555
9	(1562) 43640	(1585) 44298	(1611) 44960	(1810) 45806	(1840) 46653	(2100) 48805	(2132) 49872	(2160) 50943	(2187) 52018	(2217) 52909	(2449) 54004
10	(1565) 45205	(1586) 45884	(1785) 46745	(1813) 47619	(2024) 48677	(2104) 50909	(2128) 52000	(2155) 53098	(2184) 54202	(2416) 55325	(2446) 56450
11	(1559) 46764	(1763) 47647	(1789) 48534	(1817) 49436	(2024) 50701	(2099) 53008	(2128) 54128	(2159) 55257	(2385) 56587	(2417) 57742	(2449) 58899
12	(1738) 48502	(1763) 49410	(1786) 50320	(1992) 51428	(2022) 52723	(2099) 55107	(2129) 56257	(2353) 57610	(2384) 58971	(2416) 60158	(2449) 61348
13	(1724) 50226	(1750) 51160	(1776) 52096	(1982) 53410	(2013) 54736	(2084) 57191	(2305) 58562	(2335) 59945	(2369) 61340	(2401) 62559	(2444) 63792
14	(1750) 51976	(1773) 52933	(1981) 54077	(2010) 55420	(2223) 56959	(2306) 59497	(2342) 60904	(2373) 62318	(2399) 63739	(2434) 64993	(2449) 66241
15						(2290) 61787	(2322) 63226	(2355) 64673	(2387) 66126	(2418) 67411	(2449) 68690

The hiring step is Step 3.
(Increments between steps shown in parentheses.)

APPENDIX B-1

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

ESTIMATED WISCONSIN RETIREMENT SYSTEM DISTRICT CONTRIBUTION
6.0 % of \$33,430 Salary Schedule for 2007-2008

Step	B	B+6	B+12	B+18	B+24	MA	M+6	M+12	M+18	M+24	M+30
1	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0
3	2006	2036	2067	2097	2128	2209	2240	2270	2300	2331	2361
4.	2097	2129	2161	2193	2225	2310	2341	2373	2417	2449	2493
5.	2189	2222	2255	2288	2322	2410	2443	2488	2533	2579	2624
6	2280	2315	2349	2384	2418	2511	2557	2603	2661	2708	2755
7	2372	2408	2443	2480	2516	2622	2670	2729	2789	2838	2887
8	2463	2500	2538	2575	2623	2734	2795	2856	2917	2967	3018
9	2555	2593	2632	2681	2731	2857	2919	2982	3045	3097	3161
10	2646	2686	2736	2787	2849	2980	3044	3108	3173	3239	3304
11	2737	2789	2841	2894	2968	3103	3168	3235	3312	3380	3448
12	2839	2892	2946	3010	3086	3226	3293	3372	3452	3521	3591
13	2940	2995	3050	3126	3204	3348	3428	3509	3591	3662	3734
14	3042	3099	3165	3244	3334	3483	3565	3648	3731	3804	3878
15						3617	3701	3786	3871	3946	4021

APPENDIX B-2

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

ESTIMATED WISCONSIN RETIREMENT SYSTEM DISTRICT CONTRIBUTION
6% of \$34,266 Salary Schedule for 2008-2009

Step	B	B+6	B+12	B+18	B+24	MA	M+6	M+12	M+18	M+24	M+30
1	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0
3	2056	2087	2118	2150	2181	2264	2295	2327	2358	2389	2420
4	2150	2182	2215	2248	2280	2367	2400	2433	2477	2510	2555
5	2243	2277	2312	2346	2380	2470	2504	2550	2597	2643	2690
6	2337	2372	2408	2444	2479	2573	2621	2668	2728	2776	2824
7	2431	2468	2504	2542	2578	2688	2737	2797	2859	2909	2959
8	2525	2563	2601	2640	2689	2802	2864	2927	2990	3042	3093
9	2618	2658	2698	2748	2799	2928	2992	3057	3121	3175	3240
10	2712	2753	2805	2857	2921	3055	3120	3186	3252	3320	3387
11	2806	2859	2912	2966	3042	3180	3248	3315	3395	3465	3534
12	2910	2965	3019	3086	3163	3306	3375	3457	3538	3609	3681
13	3014	3070	3126	3205	3284	3431	3514	3597	3680	3754	3828
14	3119	3176	3245	3325	3418	3570	3654	3739	3824	3900	3974
15						3707	3794	3880	3968	4045	4121

APPENDIX C

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin2007-2008 School YearsCoaches Salary Schedule

<u>High School</u>	<u>1 to 5 Yrs. Step No. 1</u>	<u>6 to 9 Yrs. Step No. 2</u>	<u>10 - Up Step No. 3</u>
<u>Football</u>			
Head Coach	4113.00	4869.00	6238.00
Sophomore Coach	3362.00	3925.00	4670.00
Assistant Coach	3215.00	3818.00	4614.00
Trainer	2871.00	3441.00	4218.00
<u>Basketball</u>			
Head Coach	4092.00	4876.00	5852.00
Sophomore Coach	3310.00	3889.00	4623.00
J.V. Coach	3310.00	3889.00	4623.00
<u>Track</u>			
Head Coach	3666.00	4366.00	5068.00
Assistant Coach	3016.00	3734.00	4370.00
<u>Swimming</u>			
Head Coach	3722.00	4664.00	5137.00
Assistant Coach	3254.00	3874.00	4590.00
<u>Wrestling</u>			
Head Coach	3853.00	4594.00	5191.00
Assistant Coach	3308.00	3925.00	4518.00
<u>Baseball</u>			
Head Coach	3580.00	4344.00	5084.00
Assistant Coach	3243.00	3772.00	4571.00
<u>Cross Country</u>			
Head Coach	2964.00	3567.00	4355.00
(Addendum of \$1152.00 for two teams)			
<u>Tennis</u>			
Head Coach	2961.00	3524.00	4182.00
Assistant Coach	2557.00	3207.00	3915.00
<u>Soccer</u>			
Head Coach	3428.00	4262.00	4623.00
Assistant Coach	3213.00	3687.00	4430.00

2007-2008 School Years

Coaches Salary Schedule

<u>High School</u>	<u>1 to 5 Yrs. Step No. 1</u>	<u>6 to 9 Yrs. Step No. 2</u>	<u>10 - Up Step No. 3</u>
<u>Golf</u>			
Head Coach	2871.00	3327.00	4116.00
Assistant Coach	2092.00	2505.00	3293.00
<u>Gymnastics</u>			
Head Coach	4089.00	4521.00	5357.00
Assistant Coach	3249.00	3844.00	4397.00
<u>Hockey</u>			
Head Coach	4089.00	4521.00	5357.00
Assistant Coach	3249.00	3844.00	4397.00
<u>Softball</u>			
Head Coach	3373.00	4136.00	4877.00
Assistant Coach	3242.00	3772.00	4572.00
<u>Volleyball</u>			
Head Coach	3260.00	3890.00	4582.00
Assistant Coach	2934.00	3492.00	4109.00
<u>Middle School</u>			
<u>Football</u>			
Head Coach	2034.00	2380.00	2634.00
Assistant Coach	1636.00	1888.00	2125.00
<u>Basketball</u>			
Head Coach	2357.00	2917.00	2934.00
Assistant Coach	2031.00	2147.00	2336.00
<u>Track</u>			
Head Coach	1625.00	2042.00	2225.00
Assistant Coach	1354.00	1580.00	1877.00
<u>Wrestling</u>			
Head Coach	2023.00	2537.00	2621.00
Assistant Coach	1623.00	1852.00	2068.00
<u>Softball</u>			
Head Coach	1441.00	1865.00	2255.00
Assistant Coach	1170.00	1404.00	1907.00
<u>Volleyball</u>			
Head Coach	1078.00	1348.00	1501.00
Assistant Coach	1078.00	1348.00	1501.00

2008-2009 School Years

Coaches Salary Schedule

<u>High School</u>	<u>1 to 5 Yrs. Step No. 1</u>	<u>6 to 9 Yrs. Step No. 2</u>	<u>10 - Up Step No. 3</u>
<u>Football</u>			
Head Coach	4216.00	4991.00	6394.00
Sophomore Coach	3446.00	4023.00	4787.00
Assistant Coach	3295.00	3914.00	4730.00
Trainer	2942.00	3527.00	4323.00
<u>Basketball</u>			
Head Coach	4194.00	4998.00	5999.00
Sophomore Coach	3393.00	3987.00	4738.00
J.V. Coach	3393.00	3987.00	4738.00
<u>Track</u>			
Head Coach	3757.00	4475.00	5194.00
Assistant Coach	3091.00	3827.00	4480.00
<u>Swimming</u>			
Head Coach	3815.00	4780.00	5265.00
Assistant Coach	3335.00	3971.00	4704.00
<u>Wrestling</u>			
Head Coach	3950.00	4709.00	5321.00
Assistant Coach	3391.00	4023.00	4631.00
<u>Baseball</u>			
Head Coach	3670.00	4452.00	5211.00
Assistant Coach	3325.00	3866.00	4685.00
<u>Cross Country</u>			
Head Coach	3038.00	3656.00	4464.00
(Addendum of \$1180.00 for two teams)			
<u>Tennis</u>			
Head Coach	3035.00	3612.00	4286.00
Assistant Coach	2621.00	3288.00	4013.00
<u>Soccer</u>			
Head Coach	3514.00	4369.00	4738.00
Assistant Coach	3293.00	3780.00	4541.00
<u>Golf</u>			
Head Coach	2942.00	3410.00	4219.00
Assistant Coach	2144.00	2568.00	3375.00

2008-2009 School Years

Coaches Salary Schedule

<u>High School</u>	<u>1 to 5 Yrs. Step No. 1</u>	<u>6 to 9 Yrs. Step No. 2</u>	<u>10 - Up Step No. 3</u>
<u>Gymnastics</u>			
Head Coach	4191.00	4634.00	5491.00
Assistant Coach	3330.00	3940.00	4507.00
<u>Hockey</u>			
Head Coach	4191.00	4634.00	5491.00
Assistant Coach	3330.00	3940.00	4507.00
<u>Softball</u>			
Head Coach	3458.00	4240.00	4999.00
Assistant Coach	3324.00	3866.00	4686.00
<u>Volleyball</u>			
Head Coach	3341.00	3988.00	4697.00
Assistant Coach	3008.00	3579.00	4211.00
<u>Middle School</u>			
<u>Football</u>			
Head Coach	2085.00	2440.00	2700.00
Assistant Coach	1677.00	1935.00	2178.00
<u>Basketball</u>			
Head Coach	2416.00	2990.00	3008.00
Assistant Coach	2082.00	2200.00	2394.00
<u>Track</u>			
Head Coach	1666.00	2094.00	2280.00
Assistant Coach	1388.00	1620.00	1924.00
<u>Wrestling</u>			
Head Coach	2073.00	2600.00	2687.00
Assistant Coach	1664.00	1898.00	2120.00
<u>Softball</u>			
Head Coach	1477.00	1912.00	2311.00
Assistant Coach	1199.00	1439.00	1954.00
<u>Volleyball</u>			
Head Coach	1105.00	1382.00	1538.00
Assistant Coach	1105.00	1382.00	1538.00

Coaches Salary Schedule

1. Teachers may be voluntarily assigned to more than one coaching assignment in interscholastic sports in a single school year.
2. Teachers may be voluntarily assigned to a senior high school head coaching position in more than one of the following sports -- football, baseball, basketball, track, swimming, and wrestling.
3. All previous interscholastic athletic coaching experience in the Kenosha Public Schools shall be used in determining whether personnel are assigned to Step No. 1, Step No. 2 or Step No. 3.
4. When staff who hold Appendix C assignments are on child rearing leave from their regular position within the District, he/she may, at the employee's option, continue in his/her Appendix C assignment so long as the physician releases the employee for Appendix C coaching duties.
5. Payments will be included in regular paychecks.
6. All coaching positions that are filled by non-bargaining unit personnel will be posted each school year. Preference for filling these positions will be given to employees covered by the Teacher Salary and Welfare Agreement.
7. Effective 7/1/03, Appendix C Coaches Salaries will be increased by the same percentage as the salary schedule is increased (the per cell increase).

APPENDIX D

Other Services Compensation
2007-2009 School Years

\$3,346 per year shall be paid to District Teacher Consultants, Tremper and Bradford High School Athletic Chairpersons and Department Chairpersons of the Math, Science, Special Education, Social Science, English, Business Education and Technology Education Departments if they perform department chairperson duties in addition to a normal teaching load.

\$1,891 per year shall be paid to Tremper and Bradford High School Department Chairpersons of the Music, Art, Language, Boys' Physical Education, Girls' Physical Education, Family and Consumer Education (F/CE) and Drivers Education departments if they perform department chairperson duties in addition to a normal teaching load.

\$1,800 per year shall be paid to House Leaders at Indian Trail Academy of Biotechnology and Environmental Studies (Freshman and Sophomore Level), Biotechnology and Environmental Studies (Junior and Senior Level), Communications (Freshman and Sophomore Level), Communications (Junior and Senior Level), Business and International Studies.

\$1,300 per year shall be paid to Indian Trail Academy Department Chairpersons of the Math, Science, Special Education, Social Science, and English Department if they perform department chairperson duties in addition to a normal teaching load.

\$800 per year shall be paid to the Indian Trail Academy Department Chairpersons of the Fine Arts, Physical Education and health, Business Education and Technology Education if they perform department chairperson duties in addition to a normal teaching load.

\$1,300 per year shall be paid to the Kenosha Military Academy Chairperson if he/she performs department chairperson duties in addition to the normal teaching load.

Co-Department Chairpersons shall be paid proportionately.

Summer of 2007, 2007-2009 School Years

Noon Hour Supervisor	--	Compensation of \$11.91 per noon hour.
Driver Education	--	Compensation beyond contract provisions \$18.02 per hour.
Summer School	--	Twenty hour work week - \$360.00 per week.

Senior High School -- 2007-2009 Extra Remuneration

Assignments

Academic Decathlon Advisor	\$663.00
AV Club Advisor	\$2997.00
Cheerleaders	\$1190.00
Pompon	\$1190.00

Appendix D
Other Services Compensation

Debate and Forensics	\$1648.00	
Fall Director Program)	\$2500.00	(Musical stipends apply only to Bradford Theater Arts
Fall Musical Theater Director Program)	\$2500.00	(Musical stipends apply only to Bradford Theater Arts
Fall Choreographer Program)	\$2000.00	(Musical stipends apply only to Bradford Theater Arts
Fall Musical Director Program)	\$1500.00	(Musical stipends apply only to Bradford Theater Arts
Fall Technical Director Program)	\$2000.00	(Musical stipends apply only to Bradford Theater Arts
Winter Director Program)	\$2500.00	(Musical stipends apply only to Bradford Theater Arts
Winter Musical Theater Director Program)	\$2500.00	(Musical stipends apply only to Bradford Theater Arts
Winter Choreographer Program)	\$2000.00	(Musical stipends apply only to Bradford Theater Arts
Winter Musical Director Program)	\$1500.00	(Musical stipends apply only to Bradford Theater Arts
Winter Technical Director Program)	\$2000.00	(Musical stipends apply only to Bradford Theater Arts
Spring Director Program)	\$2500.00	(Musical stipends apply only to Bradford Theater Arts
Spring Musical Theater Director Program)	\$2500.00	(Musical stipends apply only to Bradford Theater Arts
Spring Choreographer Program)	\$2000.00	(Musical stipends apply only to Bradford Theater Arts
Spring Musical Director Program)	\$1500.00	(Musical stipends apply only to Bradford Theater Arts
Spring Technical Director Program)	\$2000.00	(Musical stipends apply only to Bradford Theater Arts
House Manager	\$1002.00 + \$23.24 per evening for all outside activities.	
Assistant House Manager	\$958.00 + \$20.14 per evening for all outside activities.	
Stage Manager	\$958.00 + \$20.14 per evening for all outside activities.	

Yearbook and Newspaper Advisors Released time

Middle School – 2007-2009 Extra Remuneration Assignments

Athletic Chairperson \$505.00

Drama Coach \$675.00

Elementary School – 2007-2009 Extra Remuneration Assignments

Safety Patrol Advisor \$300.00 (per elementary school)

When staff who hold Appendix D assignments are on child rearing leave from their regular position with the District, he/she may, at the employee's option, continue in his/her Appendix D assignment so long as the physician releases the employee for Appendix D duties.

Payments will be included in regular payroll checks.

APPENDIX E-1
 KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
 Kenosha Wisconsin
 2007-2008 SCHOOL CALENDAR

August 22, 23, 24, 27, 28 (Wednesday-Tuesday).....	New Teacher Orientation
August 29 (Wednesday).....	Convocation/Building/Staff Meetings
August 30 (Thursday).....	Teacher Workday*
August 31 (Friday).....	Inservice Day
September 3 (Monday).....	Labor Day
September 4 (Tuesday).....	Students Report
September 19 (Wednesday - ½ Day).....	Professional Inservice
October 10 (Wednesday - ½ Day).....	Professional Inservice
October 25-26 (Thursday-Friday).....	Convention Days
November 7 (Wednesday - ½ Day).....	First Quarter Ends (45 Days)
November 22-23 (Thursday-Friday).....	Thanksgiving Recess
December 21 (Friday - Close of Session).....	Winter Recess Begins
January 2 (Wednesday - Schools Reopen).....	Winter Recess Ends
January 21 (Monday).....	Dr. Martin Luther King, Jr., Day - ½ Day (A.M.) for Staff and Students
January 22 (Tuesday).....	Second Quarter Ends (45 Days)
January 23 (Wednesday).....	Teacher Workday*
February 13 (Wednesday - ½ Day).....	Professional Inservice
March 20 (Thursday - Close of Session).....	Spring Recess Begins
March 31 (Monday - Schools Reopen).....	Spring Recess Ends
April 4 (Friday - ½ Day).....	Third Quarter Ends (46 Days)
May 14 (Wednesday - ½ Day).....	Professional Inservice
May 26 (Monday).....	Memorial Day
June 6 (Friday).....	Fourth Quarter Ends (44 Days)/End of Year for Students
June 9 (Monday).....	Teacher Workday*

RECAPITULATION

Teacher-Student Contact Days.....	180
Credited Paid Legal Holidays.....	3
(Labor Day, Thanksgiving, Memorial Day)	
Staff Meeting Day (August 29).....	1
Inservice Day (August 31).....	1
Teacher Workdays* (August 30, January 23, June 9).....	3
TOTAL PAID DAYS	188

Make-up days: In the event school is closed due to inclement weather or other emergencies the make-up day for students shall be Monday, June 9, 2008, and the teacher workday shall be Tuesday, June 10, 2008. If two make-up days are required, the student make-up days will be Monday, June 9, 2008, and Tuesday, June 10, 2008, and the teacher workday will be Wednesday, June 11, 2008.

Prior to the end of each school year, calculations will be done to determine if every school in the District meets Wisconsin Department of Public Instruction required number of student contact days, hours and minutes. If every school meets the above DPI requirements, the snow ("act of God") day is forgiven. Otherwise, the snow ("act of God") day will not be forgiven. A

thirty-minutes student lunch period will be scheduled into the daily schedule. If because of emergency school closings, additional make-up days are required beyond the two defined in the agreement to provide the 188 total paid contract days, they will be made up at a time as negotiated by the Board and the Association.

*Duties to be assigned will be other than regular classroom instruction.

Open House:

Open House will be scheduled after the first Teacher Workday.

Teachers may be excused from open house attendance for a maximum of forty (40) minutes to attend an open house for their child(ren) if their child(ren)'s open house is scheduled for the same date and time in a KUSD school.

APPENDIX E-2
KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
 Kenosha Wisconsin
 2008-2009 SCHOOL CALENDAR

August 20, 21, 22, 25, 26 (Wednesday-Tuesday).....	New Teacher Orientation
August 27 (Wednesday).....	Convocation/Building/Staff Meetings
August 28 (Thursday).....	Teacher Workday*
August 29 (Friday).....	Inservice Day
September 1 (Monday).....	Labor Day
September 2 (Tuesday).....	Students Report
September 17 (Wednesday - ½ Day).....	Professional Inservice
October 15 (Wednesday - ½ Day).....	Professional Inservice
October 30-31 (Thursday-Friday).....	Convention Days
November 5 (Wednesday - ½ Day).....	First Quarter Ends (45 Days)
November 27-28 (Thursday-Friday).....	Thanksgiving Recess
December 19 (Friday - Close of Session).....	Winter Recess Begins
January 5 (Monday - Schools Reopen).....	Winter Recess Ends
January 19 (Monday).....	Dr. Martin Luther King, Jr., Day - ½ Day (A.M.) for Staff and Students
January 23 (Friday).....	Second Quarter Ends (45 Days)
January 26 (Monday).....	Teacher Workday*
February 11 (Wednesday - ½ Day).....	Professional Inservice
March 2 (Monday).....	Midwinter Break
March 30 (Monday - ½ Day).....	Third Quarter Ends (44 Days)
April 9 (Thursday - Close of Session).....	Spring Recess Begins
April 20 (Monday - Schools Reopen).....	Spring Recess Ends
May 13 (Wednesday - ½ Day).....	Professional Inservice
May 25 (Monday).....	Memorial Day
June 11 (Thursday).....	Fourth Quarter Ends (46 Days)/End of Year for Students
June 12 (Friday).....	Teacher Workday*

RECAPITULATION

Teacher-Student Contact Days.....	180
Credited Paid Legal Holidays.....	3
(Labor Day, Thanksgiving, Memorial Day)	
Staff Meeting Day (August 27).....	1
Inservice Day (August 29).....	1
Teacher Workdays* (August 28, January 26, June 12).....	<u>3</u>
TOTAL PAID DAYS	188

Make-up days: In the event school is closed due to inclement weather or other emergencies the make-up day for students shall be Friday, June 12, 2009, and the teacher workday shall be Monday, June 15, 2009. If two make-up days are required, the student make-up days will be Friday, June 12, 2009, and Monday, June 15, 2009, and the teacher workday will be Tuesday, June 16, 2009.

Prior to the end of each school year, calculations will be done to determine if every school in the District meets Wisconsin Department of Public Instruction required number of student contact days, hours and minutes. If every school meets the above

DPI requirements, the snow (“act of God”) day is forgiven. Otherwise, the snow (“act of God”) day will not be forgiven. A thirty-minutes student lunch period will be scheduled into the daily schedule. If because of emergency school closings, additional make-up days are required beyond the two defined in the agreement to provide the 188 total paid contract days, they will be made up at a time as negotiated by the Board and the Association.

*Duties to be assigned will be other than regular classroom instruction.

Open House:

Open House will be scheduled after the first Teacher Workday.

Teachers may be excused from open house attendance for a maximum of forty (40) minutes to attend an open house for their child(ren) if their child(ren)’s open house is scheduled for the same date and time in a KUSD school.

APPENDIX F-1

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1 Kenosha, Wisconsin

PAYROLL DATES FOR TEACHING STAFF 2007-2008 School Year

2007

September 12	Wednesday
September 26	Wednesday
October 10	Wednesday
October 24	Wednesday
November 7	Wednesday
November 21	Wednesday
December 5	Wednesday
December 19	Wednesday

2008

January 2	Wednesday
January 16	Wednesday
January 30	Wednesday
February 13	Wednesday
February 27	Wednesday
March 12	Wednesday
March 26	Wednesday (Mailed)
April 9	Wednesday
April 23	Wednesday
May 7	Wednesday
May 21	Wednesday
June 4	Wednesday
June 18	Wednesday (Mailed)

Extended Pay 26 Weeks

July 2	Wednesday (Mailed)
July 16	Wednesday (Mailed)
July 30	Wednesday (Mailed)
August 13	Wednesday (Mailed)
August 27	Wednesday (Mailed)

This is a bi-weekly pay schedule of 21/26 checks covering a 42/52 week period. See Article III,B.

Direct deposit advices for the payroll of March 26, will be mailed to each teacher's permanent address. Teachers who want to receive payroll advices mailed to their home address for the five summer payroll periods must indicate in writing on or before May 1, on a District provided form if he/she wants to have their payroll advice mailed.

APPENDIX F-2

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
Kenosha, Wisconsin

PAYROLL DATES FOR TEACHING STAFF
2008-2009 School Year

2008

September 10	Wednesday
September 24	Wednesday
October 8	Wednesday
October 22	Wednesday
November 5	Wednesday
November 19	Wednesday
December 3	Wednesday
December 17	Wednesday
December 31	Wednesday (Mailed)

2009

January 14	Wednesday
January 28	Wednesday
February 11	Wednesday
February 25	Wednesday
March 11	Wednesday
March 25	Wednesday
April 8	Wednesday
April 22	Wednesday
May 6	Wednesday
May 20	Wednesday
June 3	Wednesday
June 17	Wednesday (Mailed)

Extended Pay 26 Weeks

July 1	Wednesday (Mailed)
July 15	Wednesday (Mailed)
July 29	Wednesday (Mailed)
August 12	Wednesday (Mailed)
August 26	Wednesday (Mailed)

This is a bi-weekly pay schedule of 21/26 checks covering a 42/52 week period. See Article III,B.

Direct deposit advices for the payrolls of December 31 and June 17 will be mailed to each teacher's permanent address. Teachers who want to receive payroll advices mailed to their home address for the five summer payroll periods must indicate in writing on or before May 1, on a District provided form if he/she wants to have their payroll advice mailed.

APPENDIX G

**DUAL CHOICE DENTAL PLAN
BENEFIT SUMMARY**

	<u>WEAC GROUP Dental Policy</u>	<u>DENTAL PLAN Plus Policy</u>
Maximum Benefit Per Person Per Benefit Year Except Orthodontic Benefits	\$2,000	No Maximum
Maximum Benefit Per Person Per Lifetime For Orthodontic Benefits	\$2,000	No Maximum
Benefit Period Deductible Per Person	\$0	\$0
	<u>WEA Group Dental Policy Payable At</u>	<u>Dental Plan Plus Policy Payable At</u>
<u>Benefit Provisions</u>		
DIAGNOSTIC & PREVENTIVE	A through D are limited to 2 per Benefit Period	
A. Routine Examinations	100%	100%
B. Bitewing X-Rays	100%	100%
C. Prophylaxes	100%	100% (1 in a 6-month period)
D. Fluoride Applications	100%	100%
E. Sealants	100%	100%
BASIC		
A. Full Series X Ray	80%	100%
B. Anesthesia	80%	100% (local and nitrous oxide)
C. Teeth Extractions	80%	100%
D. Oral Surgery	80%	100%
E. Filling	80%	100% (excluding lab charges)
F. Stainless Steel Crowns	80%	100% (excluding lab charges)
G. Space Maintainers	80%	100%
H. Root Canal Therapy	80%	100%
I. Periodontic Treatments	80%	100%
J. Denture Repair	80%	100% (excluding lab charges)
K. Consultations	80%	100%
L. Occlusal Adjustments	100% (\$100 lifetime max)	100%
M. Emergency Care	80%	\$50 maximum
OPTIONAL BENEFITS		
I. Onlays, Porcelain Crowns, and Cast Crowns	80%	100% (excluding lab charges)
II. Bridges	80%	100% (excluding lab charges)
III. Dentures	80%	100% (excluding lab charges)
AMENDMENTS		
Orthodontia to Age 25 Self and Spouse Covered	50%	50% co-payment until the Co-Participant's out-of-pocket expenses equal \$450. Covers at 100% thereafter.

SCHEDULE OF HEALTH BENEFITS

Trust Preferred Plan

Employer: KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

Benefit Period: JANUARY THROUGH DECEMBER DOES NOT INCLUDE CARRYOVER

Maximum Deductible: \$100 PER INDIVIDUAL, \$300 PER FAMILY

Stop Loss: \$100 PER INDIVIDUAL, \$300 PER FAMILY, INCLUDES DEDUCTIBLE

Maximum Aggregate Benefit: \$1,000,000. Effective 1/1/2000, the maximum aggregate benefit is restored every five (5) years. Restoration: \$2,000

	SUBJECT TO DEDUCTIBLE	PAYABLE AT	INCLUDED MAX-AGG
COVERED BASIC EXPENSES	YES	100%*	YES
Including charges for surgery, inpatient hospital services, room and board, and emergency services			
COVERED MISCELLANEOUS EXPENSES			
A. Physicians's Office Call (Routine Physical - YES)	YES	100%	YES
B. Other Medical Expenses	YES	100%	YES
C. Outpatient Mental Health/Substance Abuse			
1. First \$2000 for Outpatient Treatment of Nervous and Mental Disorders and Substance Abuse			
2. First \$3000 for Transitional Treatment Arrangements for Treatment of Nervous and Mental Disorders and Substance Abuse	NO	90%	YES
3. Supplemental Benefit for Outpatient Treatment of Nervous and Mental Disorders and Substance Abuse, not subject to dollar maximum per visit or visit maximum	YES	80%	YES
D. Treatment of Kidney Diseases			
1. Basic Expenses	YES	100%	YES
2. Other Expenses	YES	100%	YES
E. Dental Expenses - Injury Only	YES	100%	YES
F. Optional Dental -			
<u>Extraction/Initial Replacement</u>	<u>NA</u>	<u>NC</u>	<u>NA</u>

PRESCRIPTION DRUG: \$7.00 DEDUCTIBLE BRAND NAME/\$2.00 GENERIC

OTHER OPTIONAL BENEFITS:
DEPENDENT STUDENT TO AGE 25

All benefits are subject to all provisions, exclusions, and limitations contained in the Policy.

*Rate based on carrier's Reasonable & Customary Charges. Non-network practitioners may charge more than carrier's Reasonable & Customary Charges. These amounts are not subject to payable rate.

**GROUP LONG TERM CARE POLICY
BENEFIT SUMMARY**

Elimination Period: 30 days

Benefit Provisions:

- Levels of Long Term Care:
1. Skilled Nursing Care
 2. Intermediate Nursing Care
 3. Custodial Care
 4. Home Health Care
 5. Adult Day Care
 6. Respite Care

Maximum Daily Benefits as of September 1, 1999:

Nursing Facility Care (Skilled Nursing Care, Intermediate Nursing Care, or Custodial Care) Benefit: 75% of actual charges up to a maximum of \$171.38/day

Alternate Care Facility: 75% of actual charges up to a maximum of \$171.38/day

Home Health Care Benefit: 75% of actual charges up to a maximum of \$171.38/day

Adult Day Care Benefit: 75 % of actual charges up to a maximum of \$171.38/day

Respite Care Benefit: \$85.09 per day; 14 days per Benefit Period

Maximum Lifetime Benefit for Each Covered Individual \$256,551.00

Inflation Protection Benefit: Each maximum daily benefit, and the unused amount of the Maximum Lifetime Benefit, is increased annually on September 1 by 5% of the previous year's amount. Please contact WEA Insurance for current maximum daily and lifetime benefit amounts.

Waiver of Premium Qualification: Either

1. 90 days after the covered employee has been certified as Chronically Ill. No retroactive refund of premium.

OR

2. After covered employee has retired, has attained age 65, and has paid premiums or had premiums paid on his/her benefit for at least 360 months.

APPENDIX I

SCHEDULE OF LONG TERM DISABILITY BENEFITS

After being off the job for any reason for more than ninety (90) calendar days, the long term disability benefit will pay 90% of annual salary until the individual's return to work. Effective 1/1/2000, after being off the job for any reason for more than ninety (90) calendar days, the long term disability benefit will pay 90% of annual salary until the individual's return to work.

The premium is fully paid by the Board and is only paid for the period of the regular school year, from September to June.

SCHEDULE OF LIFE INSURANCE BENEFITS

Cost of Insurance:

Your monthly payments are determined as of July 1 of each year based on your age on that date and your amount of insurance. The monthly rates for Basic and Additional insurance are shown below. These rates are effective beginning in 1999 and could change annually. Basic coverage equals one times pay rounded to the next thousand. Additional coverage provides total of two times pay rounded to next thousand. If coverage is waived, proof of insurability is required to obtain coverage. The amounts of coverage and rates may be subject to changes made by the Group Insurance Board.

MONTHLY RATES PER \$1,000 OF INSURANCE

<u>Attained Age</u>	<u>Basic and Additional</u>
Under 30	\$.05
30 - 34	.06
35 - 39	.07
40 - 44	.10
45 - 49	.16
50 - 54	.30
55 - 59	.48
60 - 64	.53
65 - 69*	.60
70 and over	**

Amount of Coverage - Spouse/Dependent(s)

If you meet eligibility requirements, you may apply for one or two units of Spouse and Dependent term life insurance. You may not elect more than two units of coverage even if you are employed by more than one participating employer. However, you and your spouse may both elect Spouse and Dependent coverage if both employers offer it. There is no accidental Death, Dismemberment or Loss of Use coverage in the Spouse and Dependent Plan. The amounts of coverage and rates under each unit may be subject to changes made by the Group Insurance Board.

Unit I	Spouse	\$10,000
\$3/month	Each Dependent	5,000
Effective 7/1/2000 - \$2/month		

Units I and II	Spouse	\$20,000
\$6/month	Each Dependent Child	10,000
Effective 7/1/200 - \$4/month		

Cost of Insurance:

Each unit of Spouse and Dependent life insurance costs \$3 a month. Therefore, if you take two units of coverage, your cost would be \$6. This represents the total cost of the insurance, regardless of the number of family members you have insured.

**Addendum to
WEA Insurance
Group Life Policy and Certificate
(Underwritten by Trustmark)
Benefit Summary**

Policyholder: Trustees of the Wisconsin Education Association Insurance Fund

Participant: KENOSHA SCHOOL DISTRICT

Policyholder Number: 36001

Effective Date: 01/01/2000

Plan Number: 660101

This Plan does not include Retiree Coverage

Benefits:

Life Insurance
Accidental Death and Dismemberment Benefit (AD&D)
Optional Group Life Insurance
 Minimum Enrollment - 50% of Eligible Class
Accelerated Life Benefit
Dependent Life Insurance
 Dependent Option Life Insurance - (Option 1)
 Double Dependent Option Life Insurance - (Option 2)

Amount
Flat Amount: \$10,000*
 Flat Amount: \$10,000
N/A

	Option 1	Option 2
Spouse	Not Applicable	Not Applicable
Each Child Over 14 Days Old	Not Applicable	Not Applicable

Minimum Enrollment - 50% of Eligible Class with Dependents

* The combined Life and Optional Group Life Insurance amount cannot exceed: \$200,000

The Life Insurance amount in force for your Eligible Class is:

Active Participants:

Less Than Age 70	100%
Age 70 to 75	65%
Age 75 to 80	45%
Age 80 and over	30%

The new amounts will be effective on the later of:

1. The first day of the month which falls on or next follows each of those birthdays; or
2. The date your insurance becomes effective.

If the amounts in force for your class and salary later changes due to a change in coverage, class, or salary, the same reductions will apply to those amounts.

All Benefits are subject to all provisions, exclusions, and limitations contained in the Policy.

THIS AGREEMENT is made and entered into as of the 1st day of July, 2007, by and between the School Board of the Kenosha Unified School District No. 1 and the Kenosha Education Association, certified collective bargaining representative for certified teaching personnel of said District.

KENOSHA EDUCATION ASSOCIATION

KENOSHA SCHOOL BOARD
UNIFIED SCHOOL DISTRICT NO.
1

President

President

Date

Date



KENOSHA UNIFIED SCHOOL DISTRICT

Request for Position Transfer - Teachers

Employee Name		Date of Application	
Current Position		Grade Level	
School/Building		Employment Status <input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time	Returning from Leave of Absence <input type="checkbox"/> Yes <input type="checkbox"/> No
Area(s) of Certification			

Position(s) You Are Applying For (List first, second and third choices.)

Choice 1	Position Title	Position Location (School/Department)
Choice 2	Position Title	Position Location (School/Department)
Choice 3	Position Title	Position Location (School/Department)

Employee's Signature	Date
----------------------	------

HUMAN RESOURCES USE ONLY

Transfer Type <input type="checkbox"/> Voluntary <input type="checkbox"/> Involuntary	Position Awarded	Reason for Transfer
Grade Level	School/Building	Effective Date
Human Resources Administrator's Signature		Date



Teacher Professional Performance Rubric / Self-Appraisal

Employee Name	Job Title
School/Building Location	Administrator's Name
Evaluation Year	Employment Status <input type="checkbox"/> Contract <input type="checkbox"/> Letter of Appointment

Evaluation Type	
<input type="checkbox"/> Initial Educator with Stipulations	<input type="checkbox"/> Professional Educator
<input type="checkbox"/> Initial Educator	<input type="checkbox"/> Master Educator
<input type="checkbox"/> 1st Year	<input type="checkbox"/> Probationary Year 1
<input type="checkbox"/> 2nd Year	<input type="checkbox"/> Probationary Year 2
<input type="checkbox"/> 3rd Year	<input type="checkbox"/> Probationary Year 3
<input type="checkbox"/> 4th Year	<input type="checkbox"/> Tenured
<input type="checkbox"/> 5th Year	

The Teacher Professional Performance Assessment is a framework for teaching that has several uses: reflection, self-assessment, supervision, and evaluation. Its primary use is for evaluation. The purpose of evaluation is to improve student learning and to determine employment status by:

- reflecting upon professional practice
- identifying use of effective instructional strategies
- providing meaningful feedback respectful of individual experience, assignment, and style
- supporting professional growth
- establishing professional dialogue among colleagues

Evaluation is accomplished most effectively when it is recognized to be a cooperative venture. It is a process consisting of goal setting and self-appraisal as well as appraisal by others. Evaluation is a continuous and constructive process for thinking about instructional excellence.

The primary tool of evaluation is the conference, which is used to communicate the substance of evaluation. The importance of administrator-teacher conferences can not be overemphasized. Conferencing requires meeting for clearly defined purposes in a structured environment. Prior to pre-arranged classroom observations, pre-conferences will be held. Post conferences will be held after each observation with a written summary of the post conferences given to the evaluatee. A final conference to discuss the evaluator's summative evaluation of the evaluatee will be held upon completion of the Professional Performance Assessment.

Finally, whereas evaluation is a cooperative venture, the responsibility for the completion of the Professional Performance Assessment rests with the evaluator.

At the end of each Performance Domain, a check in the box that best describes the evaluatee's performance on that Domain will be noted. If a teacher receives a Does Not Meet District Expectations rating for any Domain, areas of improvement must be identified by noting the specific standard (e.g. Standard 1.4) and the specific benchmark(s) in the comment section at the end of that Performance Domain.

Performance is evaluated within four Levels of Performance:

Unsatisfactory = Does not meet performance standards of the District for this position.

Needs Development = Meets some but not all of the performance standards of the District for this position.

Satisfactory = Meets and occasionally exceeds the high standards of the District for this position.

Excellent = Meets and frequently exceeds the high standards of the District for this position. Through leadership and positive example, this person is a positive influence to the broader organization.

MEMORANDUM OF UNDERSTANDING

The Kenosha Education Association (KEA) and the Kenosha Unified School District (KUSD) have agreed to the following Memorandum of Understanding (MOU). This MOU replaces a previous MOU signed by both parties in July of 2000.

Kenosha Unified School District is experiencing an evolving curriculum in high technology areas. Teacher certification for this evolving curriculum becomes increasingly hard to fill due to a shrinking workforce of teachers with appropriate licensure. The KEA recognizes the value of this expanding curriculum and supports the efforts of KUSD in the inclusion of such curriculum opportunities.

The KEA and KUSD agreed that only qualified members of KEA and qualified Gateway Technical College teachers will be employed to teach these high tech, hard to fill teaching positions.

KUSD shall hire certified (or certifiable) 9-12 teachers as necessary to work with Gateway Technical College teachers to fill in gaps in the master schedule, conduct parent/teacher conferences, communicate with appropriate staff at any of our Technology Academies (Lakeview Technology Academy and the proposed Transportation Academy), and provide communication linkages with the business community.

In an effort to secure certified (or certifiable) KEA teachers, KUSD agrees to reimburse current teachers up to 50% of tuition cost toward appropriate licensure. Teachers selected for such reimbursement shall be approved by both KEA and KUSD.

The use of teachers who are not regular full-time or regular part-time certified teachers (as referenced in the preamble on page 1 of the Collective Bargaining Agreement) will not be expanded except as noted herein, in any building owned, operated, or leased by the KUSD, unless there is mutual agreement between the parties signatory to the Collective Bargaining Agreement.

Beth Adelsen, President
Kenosha Education Association

Dr. R. Scott Pierce – Superintendent
Kenosha Unified School District

Date

Date



MEMORANDUM
Kenosha Unified School District No. 1
Educational Support Center
Office of Human Resources

Date: September 2005
To: All Teachers
From: Human Resources
Re: Voluntary Sick Leave Bank Donations

As a part of the 2005-07 negotiations between the Kenosha Education Association and Kenosha Unified School District, both parties agreed to the establishment of an Employee Sick Leave Bank. This is a completely voluntary program as defined and outlined in the **Memorandum of Understanding – Sick Leave Bank**. Should you wish to participate, please complete the information below and forward to the Kenosha Education Association, Attn: Jan. If you do not wish to participate, please disregard this memo.

By signing this document, I _____
(Print your name)

1. I authorize the Kenosha Unified School District to deduct _____ days of sick leave (limit 2 days total) from my accrued amount of sick leave.
2. I understand that this document needs to be returned to the Kenosha Education Association by the close of the business day on Friday, October 7, 2005.
3. I understand that the number of days I donate to the Sick Leave Bank will permanently reduce the number of sick days I can accrue.
4. I understand that by signing this document, the donation of sick leave will be implemented and is irrevocable.
5. I further understand that the donation of sick leave has no detrimental effect to any and all other rights and/or privileges found in the Teacher Salary and Welfare Agreement.
6. I also understand that any contributions to the Sick Leave Bank will not affect my “perfect attendance.”

If you have any questions, please contact the KEA or the Office of Human Resources at 653-6333.

Name

Position

Signature

Date

PREP TIME UNDERSTANDINGS

SCHEDULE:

1. High School teachers as defined in Article VIII of the Teacher Salary and Welfare Agreement will receive the equivalent of one block each student contact day.
2. Middle School teachers as defined in Article VIII of the Teacher Salary and Welfare Agreement will receive the equivalent of one section for prep time as well as the equivalent of one section designated as a professional period.
3. Elementary School teachers as defined in Article VIII of the Teacher Salary and Welfare Agreement will receive the following amount of prep time:

A minimum of 140 minutes per week for elementary teacher prep and planning time during art, music, physical education, and:

All early release days will be designated prep and planning time during months when the District half-day in-services are held.

Months with 5 Wednesdays – 4 out of 5 early release days will be designated prep and planning time.

Months with 4 Wednesdays – 3 out of 4 early release days will be designated prep and planning time.

Months with 3 Wednesdays – 2 out of 3 early release days will be designated prep and planning time.

Months with 2 Wednesdays – 2 out of 2 early release days will be designated prep and planning time.

Months with 1 Wednesday – 1 out of 1 early release day will be designated prep and planning time.

There will be a thirty minute uninterrupted block of time either before or after the student contact day and within the contractual workday. If employees covered by the Teacher Salary and Welfare Agreement are directed to work by administration during this half hour block, they will receive the substitute stipend.

Additional in-service will be scheduled at a particular elementary school if the staff votes by a 80% majority, via secret ballot, at the contractually defined monthly faculty meeting, to have more school based in-service.

COMPENSATION:

Teachers shall receive the substitute teacher stipends identified in Article III, Salaries, E., Teacher Substitutes whenever they administer standardized tests. Notwithstanding the aforementioned, in the following instances teachers will not be compensated for administering standardized tests:

1. High School teachers who receive a reduced amount of prep time as a result of shortened class periods when standardized tests are being administered. The prep time period must equal the length of a class period during these testing periods.

Middle School Teachers will receive the substitute teacher stipends identified in Article III, Salaries, E., Teacher Substitutes when they are required to supervise students during their professional period.

Elementary School teachers will receive the substitute teacher stipends identified in Article III, Salaries, E., Teacher Substitutes when they are required to supervise students during their art, music or physical education periods as long as they teach either art music, or physical education.

SCHOOL RECONSTITUTION PROCESS

Prior to January 31 of each school year, the Superintendent will notify schools that have been identified for reconstitution by the State Department of Public Instruction.

The following process shall be implemented at schools identified for reconstitution:

1. The school shall develop a comprehensive educational plan to improve student achievement. The plan shall be developed through a democratic, consensus-building process in which staff members, parents, and other school community members shall have an opportunity to be actively involved in the development of the overall vision and specific plan for the school.
2. Commencing in February, following identification of a school for reconstitution, staff members at the school shall begin the process of in-service/planning required to develop a comprehensive educational plan for the school. Time for the staff to engage in the planning process may be provided by any combination of the following:
 - a. Each employee covered by the Teacher Salary and Welfare Agreement will be paid an identical sum of money for participating in in-services if the District receives funding from an outside source and said funding can be applied to this purpose. Accordingly, no District funds will be used to fund an in-service for ESEA – NCLB compliance.
 - b. Each week teachers may be required to attend an after-school plan development/in-service meeting for the entire staff related to reconstitution. The scheduling of said meetings will be based upon a schedule supported by at least 80% of the teachers. The vote must be taken by secret ballot at a regularly scheduled faculty meeting. The ballot must indicate the frequency of the meetings as well as their length of time.
3. An educational plan shall be considered completed by the school after it is supported by an 80% majority vote of the teaching staff and supported by the principal. Teaching staff shall include all certificated, represented employees assigned to the school.
4. The educational plan shall then be submitted to a broadly based District wide Reconstitution Committee comprised of no more than seven (7) members appointed by the Superintendent. The committee shall contain administrators and community members and at least one (1) member recommended for appointment by the Association. The educational plan shall be submitted to the committee after it is complete, but no later than November 1 of the school year following identification of a school for reconstitution. The District-wide Reconstitution Committee may send the plan back to the school for further development or approve the plan no later than February 1 of the school year following identification of a school for reconstitution.
5. The educational plan shall be implemented at the start of the school year following approval of the plan by the Superintendent.

6. In order to provide assurances that staff members are committed to the new educational plan at reconstituted schools, the following processes are established:
 - a. All bargaining unit personnel assigned to a school identified for reconstitution shall have the opportunity to participate in the process of developing the educational plan. The administration shall notify teachers, who may be newly assigned to a school undergoing reconstitution, that they are expected to be involved in developing an educational plan. Teachers who choose not to commit to the planning process shall not be permanently assigned. Those permanently assigned staff members who are not interested in participating in the development of a plan shall be placed on the mandatory reassignment list in May of the school year in which the school is identified for reconstitution. Participation, as used in this section, means attending ninety percent (90%) of the plan development/in-service sessions, unless unable to attend for a reason recognized under the Leaves of Absence provisions of the contract, or unless excused by the principal.
 - b. After the new plan has been approved by the Superintendent, each teacher-unit staff member shall have the opportunity to determine if he/she is incompatible with the new educational plan. If so, the staff member shall be placed on the mandatory reassignment list.
 - c. If, after the new educational plan has been implemented, a teacher determines that he/she is incompatible with the program at a reconstituted school, that teacher shall confer with the principal at the earliest opportunity. The teacher will then be placed on the mandatory reassignment list.

ADEQUATE YEARLY PROGRESS (AYP)

1. In the event that a school is considered to have failed to meet AYP under the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq., the employer agrees to the following procedure that will be implemented in order to comply with the Corrective Action that is required under the ESEA.
 - A. Second Year of School Improvement
 1. If a school fails to make AYP for three consecutive years, and is placed in a “second year of school improvement” the District agrees that no member of this bargaining unit shall be displaced as a result of the District’s decision to provide supplemental services.
 - B. First Year of Corrective Action

1. If a school fails to make AYP for four consecutive years, and is placed in the “first year of corrective action” the District shall not replace or transfer staff that have been deemed “relevant to failure” under AYP.
2. The employer shall not extend the employee’s school day or school year except by mutual agreement of the parties.
3. In the event the employer considers implementing a new curriculum, the employer and Association shall have equal members of association representation and employer representation not to exceed four members to construct a new curriculum to comply with the law.

C. Second Year of Corrective Action

1. If a school fails to make AYP for five consecutive years, and is placed in the “second year of corrective action” the District shall not replace or transfer staff that have been deemed “relevant to failure” under AYP.
2. The District shall not extend the employee’s school day or school year except by mutual agreement of the parties.
3. In the event the District considers implementing a new curriculum, the District and the Association shall have equal members of association representation and District representation not to exceed four members to construct a new curriculum to comply with the law.
4. In the event the District considers reopening a school as a charter school, this school will be considered an instrumentality of the Kenosha Unified School District, and all rights, benefits and obligations under the Agreement shall apply.
5. In the event the District considers turning the impacted school over to the State of Wisconsin for management, the District shall not abdicate its’ rights and responsibilities to enforce the Agreement.
6. Under no circumstances shall a private management company be permitted to take over the impacted school.

7. Should the employer consider “major restructuring” of the impacted school, a joint committee of Association and management employees shall meet to agree on the implementation of said restructuring.

REPORTING INFORMATION UNDER ESEA

- A. Should a school be considered Title 1 and is required under the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq., to provide annual report cards to the parents and the public, the following information shall also be required to be reported:

1. Student attendance and tardiness
2. Class sizes
3. Student turnover
4. Number of after-school programs
5. Conditions of buildings (what must be repaired)
6. Integration technology
7. Percentage of students receiving free or reduced lunch
8. School safety concerns or issues

- B. The District shall not initiate the release of the names(s) or grade level(s) of teachers who are deemed to be highly qualified. Nor shall the District initiate the release of name(s) or grade level(s) of those teachers who are not considered highly qualified.

C. Prior to the release of any public information, the District shall meet with a designee of the Association to review and to modify where necessary information that is intended to be released to comply with the ESEA. Prior to the release of information due to a public records request, the District shall notify the impacted members via certified mail to inform them that a request has been made. The impacted members shall have the ability to object to the release of this information, per Wisconsin Supreme Court Case 94-2795 SSA.

Memorandum of Understanding

The Kenosha Education Association, hereinafter referred to as the Association, and the Kenosha Unified School District No. 1, hereinafter referred to as the District, agree to the following Memorandum of Understanding:

During the 2005 - 2007 negotiations the parties discussed the increasing cost of health and dental insurance and the impact it carries to the cost of the Teacher Salary and Welfare Agreement and the Kenosha Unified School District Budget.

Included in the discussions were various considerations that could reduce the overall cost of health and dental care coverage. The parties recognized that these considerations were best served by taking the time necessary to make the best informed choices by jointly reviewing the various options available.

As a result, the parties have agreed to establish an Insurance Study Committee. Each Bargaining Unit will have a minimum of one representative. Every Bargaining Unit that represents more than three hundred members will have one representative for every three hundred members or major fraction thereof. The committee will consist of six (6) voting members of the KEA Teacher Bargaining Unit appointed by the KEA and five (5) members appointed by the other Bargaining Units. The District will appoint eleven (11) representatives. The President, Executive Director, and Assistant Executive Director of the Association, as well as the Superintendent, Executive Director of Human Resources, and the Director of Finance for the District will be appointed to the committee. The KEA Executive Director and the Assistant Executive Director are non voting members. The Superintendent, Executive Director of Human Resources, and the Director of Finance for the District are non voting members.

The committee will review insurance plan design options and structure. This review will include the use of any resources available to the committee for determining suitable plans.

The review will include the following considerations:

1. Review the design of a self funded health and dental insurance plan with the use of a Third Party Administrator, and,
2. Establishing a Joint Board of Administration with defined responsibilities and obligations, and,
3. A Dispute Resolution Process, for any administrative changes, as well as for claims disputes, and,
4. Once such a health and/or dental insurance plan is jointly established, make it a part of the Teacher Salary and Welfare Agreement by reference and by attaching it thereto.
5. Review the availability of any other fully insured plans that match the negotiated level of benefits, that may result in a reduction to the overall costs of health and dental insurance coverage.

The following timelines will be used:

1. The Committee will be established within 45 days of contract ratification with the goal of implementing any mutually agreed upon changes by July 1, 2006.
2. The District will hire a third party insurance consultant to facilitate the discussion, development and implementation of a self funded health and dental insurance plan. The KEA Committee participants will be equal partners/decision makers in the selection of the consultant. The KEA will pay one-half the cost of the insurance consultant fees to provide advice and counsel to the committee. Every effort will be made to select a consultant who will not charge for his/her services to the committee.
3. The final Request for Proposal (RFP) will be ready for distribution to all interested Third Party Administrators by 11/30/05. The RFP will include a requirement that all respondents match the current level of insurance benefits, policy structure, and benefit design that is recommended by the insurance committee. The basis for the discussion will begin with the level of insurance benefits, policy structure, and benefit design that is in place for the 2005-06 Teacher Salary and Welfare Agreement.
4. The selection process for a Third Party Administrator will end by February 15, 2006.
5. All decisions involving any issue covered by this Memorandum of Understanding must be agreed upon by a majority of the voting committee membership, the Board of Education, and the KEA membership.
6. If the Self Funding Insurance Committee does not mutually agree upon the implementation of a self-funded health and dental insurance plan or a lower cost fully insured health and dental insurance plan that matches the current level of insurance benefits, policy structure, and benefit design that is in place for the 2005-06 Teacher Salary and Welfare Agreement by 7/1/06, then the following will occur: For the 2006-07 school year employees covered by this agreement who enroll in the group health insurance plan and elect single coverage will pay \$373 on a pre-tax basis annually toward the health insurance premium. For the 2006-07 school year employees covered by this agreement who enroll in the group health insurance plan and elect family coverage will pay \$853 on a pre-tax basis annually toward the health insurance premium.

Delete the current trigger language.

Add: If the aggregate of the 2006-07 health insurance premiums for family and single coverage increases by less than 10% over the aggregate for the 2005-06 health insurance premium, the annual insurance premium contribution for employees who elect single coverage will be \$186 on a pre-tax basis annually, and for employees who elect family coverage the annual insurance premium contribution will be \$426 on a pre-tax basis annually. The difference in the total dollar amount that is generated from reduced employee contributions toward health insurance premiums will be applied to the salary schedule as per cell increases.

The insurance premium dollar contributions in effect for the 2006-07 school year will be used as the base year costing for the 2007-09 Teacher Salary and Welfare Agreement.

7. Any changes must be ratified by both parties signatory to the Teacher Salary and Welfare Agreement. The teacher bargaining unit will identify a date by January 15, 2006, for possible ratification of a self-funded health and dental insurance plan. Said vote will be conducted during the first two weeks of February, 2006.

For the Association:

For the District:
