PROFESSIONAL EMPLOYEE AGREEMENT

between

SCHOOL DISTRICT OF CHILTON
CHILTON PUBLIC SCHOOLS

and

CHILTON EDUCATION ASSOCIATION

Years 2007 - 2009

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TABLE OF CONTENTS

Addendums....22, 24-27
Arbitration....3-4
Association Rights....9
Definition of School Day....12-14
Grades K-4....12
Grades 5-8....12
Grades 9-12....13-14
Exigent Circumstances....10
Fair Share....10-11
Fringe Benefits....18-21
Health Insurance....19
State Term Life Insurance....19
Long-term Disability Insurance....19
Mileage Reimbursement....19
Pay Periods....19
Professional Improvement Credits....19
Extended Contracts....19
Department Chair....19
Jury Duty....19
Teacher Retirement Contribution....20
Part-time Teacher....20
Copies of Agreement....20
Retirement Incentive....20-21
Grievance Procedure....2-3
Purpose....2
Definition....2
Procedures....2-3
Inclement Weather Days....23
Layoff Procedure....7-9
Procedure....7
Seniority....8
Recall....8
Benefits During Layoff....9
Leave Provisions....15-18
Absence Due to Sickness....15
Hardship....16
Emergency....16-17
Personal....17
Additional Authorized....17
Professional....17
Leaves Occasionally Granted....17
Absence Due to Injury....18
Leave Notice....18
Lunch Supervision....11
Management Rights....1-2
Negotiations for Successor Agreements....4
Non-Discrimination....10
Preamble....1
Professional Growth....5-6

Recognition 1
Reduction In Hours 9
Residency 7
Rules and Regulations For Certified Personnel 22-23
Teacher Evaluation 22
Teacher Files 23
Savings Clause 10
School Calendar 9
Scope 1
Substitute Teaching Duties 14
Teacher Hiring and Qualifications 10
Teacher Rights 4-5
Term of Agreement 21
Termination of Teaching and Coaching Contracts 7
Voluntary Dues Deduction 11
Working Conditions 6-7
Physical Exams 6
Retirement Age 6
Vacancies 6
Transfers 6-7

ARTICLE I PREAMBLE

This Agreement is entered into between the School District of Chilton, Chilton, Wisconsin, hereinafter referred to as the "Board" and the Chilton Education Association, hereinafter referred to as the "Association".

ARTICLE II RECOGNITION

The Board recognizes the Chilton Education Association as the exclusive bargaining representative on wages, hours, and conditions of employment for certified employees of the School District.

ARTICLE III SCOPE

The provisions of this contract shall be applicable to all certified personnel employed by the School District of Chilton including classroom teachers, librarians, guidance counselors and special teachers, but excluding the following:

A. District Administrator and Principals
B. Office, clerical, maintenance, cafeteria, CESA
C. Teacher aids, para-professionals, and short-term substitute teachers.

ARTICLE IV MANAGEMENT RIGHTS

Except as herein limited by the specific and express terms of this Agreement, the Board, on its own behalf and on the behalf of the district electors, hereby retains and reserves unto itself, without limitation, 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, including, but without limiting the generality of the foregoing, the right:

A. To executive management and administrative control of the business and operational activities of the school system and its properties and facilities, and the assigned activities of its employees.

B. To hire all employees and, subject to the provisions of law, determine their qualifications and the conditions for their continued employment, or their dismissal, and to promote and transfer any such employees.

C. To establish grades and courses of instruction, including special programs, and to provide for athletic and social events for students, all as deemed necessary or advisable by the Board.

D. To decide upon the means and methods of instruction, the selection of textbooks, other instructional materials, and the use of teaching aids.

E. To determine the class schedules, duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities within the total school program, and the terms and conditions of employment.

F. Other matters pertaining to the directing and controlling of all employees, supervision and directing of the school program, both curricular and co-curricular unless limited within the language of this Agreement.

G. Unsatisfactory completion of a three-year probationary period for teachers new to the district shall be construed to mean that the District reserves the right to dismiss a contracted teacher when it has been determined by the supervisor personnel that the individual demonstrates a lack of teaching skills, poor teaching performance or ineffective or inappropriate discipline. Dismissal/non-renewals involving the

preceding listed conditions shall not be subjected to the just cause standard. However, such dismissals/non-renewals shall not be for arbitrary or capricious reasons.

ARTICLE V GRIEVANCE PROCEDURE

A. Purpose:

This grievance procedure is designed to insure adequate consideration and appropriate solution of grievances, and hereinafter defined, at the lowest possible administrative level; and nothing in the procedure should be construed to inhibit the continuation of rapport and reasonable informal discussion with teachers, the Association, Principals, Superintendent, and his staff.

B. Definitions:

1. A grievance is defined as any dispute arising out of interpretation or application of this agreement.
2. The term "days" shall mean days other than weekends and holidays.
3. A grievant may be a teacher, and/or group of teachers experiencing a common grievance.
4. The Association shall not object to members who volunteer their services by assuming duties beyond those listed in their individual contract as long as such duties do not violate this Agreement. Taking on such duties will not be precedent insofar as other present or new members are concerned and it is understood that teachers shall be released from such duties upon their request.

C. Procedures:

1. First Step
   a. Within ten (10) days after facts upon which the grievance is based or should have reasonably become known, the grievant shall arrange to meet with his building principal. An effort shall first be made to settle grievances by informal discussions between the grievant and the principal.
   b. If the matter is not satisfactorily resolved, the grievance shall be reduced to writing and submitted to the principal within ten (10) days. The written grievance shall state as clearly as possible the facts on which it is based, the issue, the persons involved, if there be any the requested remedy, and shall refer to any contract provision(s). The principal shall give a written answer within five (5) days of receipt of the grievance, with a copy to the Association.

2. Second Step

   If the grievance is not satisfactorily resolved, it shall be submitted to the Superintendent within five (5) days after having received the answer in the First Step. Within ten (10) days after receipt of the written grievance by the Superintendent, he or the designated representative of the Superintendent will meet with the grievant in an effort to resolve it. Within five (5) days after the meeting, the Superintendent shall respond to the grievance in writing with a copy to the Association.

3. Third Step

   If the answer in Step 2 is not satisfactory, the grievance shall be submitted, in writing within ten (10) days, to the Board of Education or a committee thereof. Within ten (10) days after presentation of the written grievance to the Clerk, a review shall be held in the form of a meeting with the employee, the Superintendent and the Board. Within ten (10) days following, the Board shall give a written answer, with a copy to the Association.

4. Fourth Step
If the answer in step three is not satisfactory, the grievant may, within five (5) days of receipt of the answer in step three, proceed to Article VI (A).

D. An employee who has been notified of discharge or non-renewal of contract may process the grievance commencing at Step Two.

E. After a grievance has been formally presented, refer to page 2, item V, C, 1, b, a representative of the Association and/or its counsel may attend any meetings, hearings, or appeals along with the grievant that may be required to process the grievance except executive sessions of the Board, representatives and/or counsel.

F. The parties agree to follow each of the foregoing steps in the processing of a grievance. If the employer fails to give a written answer within the time limits set out for any step, the employee may immediately appeal to the next step. Grievances not processed to the next step by the grievant within the prescribed time limits shall be considered dropped. Records of filed grievance shall not be used in future actions involving the grievant.

G. It is agreed that time constraints as defined in the foregoing may be waived by mutual agreement.

ARTICLE VI ARBITRATION

A. Grievances not settled by the grievance procedure may be appealed to arbitration provided:
1. The grievant may within five (5) days request, in writing, that the Association submit the grievance to arbitration.
2. If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) days after receipt by the aggrieved person of the Boards decision.

B. Upon receipt of written notice of a request for arbitration, the Board and the Association shall notify the WERC who shall assign an arbitrator to the dispute.

C. The arbitrator shall meet with the representatives of both parties, hear evidence, and give an opinion after the close of the hearing. The decision of the arbitrator shall be final and binding upon both parties.

D. Each party shall be responsible for the expenses of its representatives and witnesses in this hearing. The fees and expenses of the arbitrator shall be shared equally by the parties.

E. Grievances involving the same act or same issue may be consolidated in one proceeding, provided the grievances have been processed through the grievance procedure by the time the parties meet with the arbitrator.

F. It is understood that the function of the arbitrator shall be to interpret and apply specific terms of the Agreement. The arbitrator shall have no power to advise on salary adjustments, except the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement.

G. The arbitrator may rescind, confirm or modify disciplinary action, including action resulting in loss of pay to the employee involved, but may not exceed the provisions of this Agreement relating to wages and other conditions of employment. It may also order the employee involved not to lose his pay for time spent in arbitration.

H. Either party may request that the proceedings be transcribed. In such case, the cost of transcription shall be borne by the party making the request. If the arbitrator requests that the proceedings be transcribed, the cost of transcription shall be divided equally between the parties to this Agreement.

ARTICLE VII NEGOTIATIONS FOR SUCCESSOR AGREEMENTS

A. The parties agree to meet at reasonable times in a good faith effort to reach a settlement of the successor agreement to the existing contract.

B. In the event negotiations are in progress at the time contracts are to be offered to teachers, the contract may be offered on the basis of the existing contract with notation that the eventual settlement shall be determined through negotiations in progress and accompanied by a letter of explanation agreed to and attached to the existing Agreement.

C. In the event impasse is declared during negotiations for the successor agreement, resolution of such impasse shall follow procedures as outlined in Wisconsin statutes.

ARTICLE VIII TEACHER RIGHTS

A. Nothing contained herein shall be construed to deny or to restrict any teacher such rights as he or she has under the laws and Constitution of Wisconsin, the United States, or other applicable laws, decisions, and regulations.

B. Before a teacher is subjected to documented disciplinary procedures, reduction in rank or compensation, dismissal or non-renewal, the following procedures will be followed:
   1. The employee has been informed of organizational rules related to the orderly, efficient and safe operation of the school district.
   2. The employer shall provide appropriate warning, oral or written reprimand.
   3. Specific charges leading to such action shall have been made in writing to the employee.
   4. An investigation shall be conducted to determine the accuracy of the allegations made to or by the employer against the employee.
   5. The employee may request and shall be granted a hearing with the employer regarding such charges. The employee shall have the right to counsel representation at the hearing and the right to grieve any decision and/or action of the Board at the conclusion of the hearing.
   6. The employer has disciplined the employee in a non-discriminatory fashion appropriate to the documented/substantiated offense.
   7. Grievances filed under this provision of the Agreement shall commence with the Arbitration step of the Grievance Procedure.

C. In addition, the renewal or non-renewal of a teacher's contract shall follow the procedures outlined in Section 118.22 of Wisconsin Statutes, except page 2, subheading G.

D. Parent-teacher conferences shall be considered a part of the regular program of the district. Teachers shall be present at such conferences during the day and/or evening as set by the administration.

E. Those special duties of teachers which are of regular occurrence shall require that teachers be provided with a description of duties and responsibilities for such assignments.

F. (1) Each year, on or before March 15th, the teacher shall receive a contract of the coming school term. Teachers shall be required to accept, or reject such contract prior to April 15th in writing to the Superintendent as the agent for the Board. The contract shall identify the subject and/or level taught and the salary to be paid to the teacher for the school year. The contract shall also describe

the extra-curricular assignments of that teacher and shall set forth the amount to be paid for such assignment(s).

(2) In the event that negotiations have not been concluded for a particular forthcoming school year, the District may issue a letter of intent (notice of renewal) in lieu of an individual contract pending resolution of the negotiations. The letter of intent shall identify the subject, grade level, and extra-curricular(s) for the forthcoming school year.

(3) Teachers new to the system and accepting extra-curricular assignments shall be advised prior to signing their contracts that they cannot seek release from their extra-curricular duties for a period of five (5) years unless health or compelling personal reasons arise. Teachers voluntarily accepting an initial coaching assignment must agree to accept the assignment for a period of five (5) years. After an initial coaching assignment of five (5) years, subsequent voluntary assignments will not exceed one (1) year, unless otherwise agreed upon by the teacher and the School District.

G. Teachers' rights regarding teacher evaluation shall be according to this Agreement. This shall not be changed without negotiation with the Association.

H. Teachers' rights regarding teacher files shall be according to this Agreement. This shall not be changed without negotiation with the Association.

I. Any matter brought to the attention of a Board member or group of Board members, from any source, regarding the personal or professional conduct of a bargaining unit employee, shall not be discussed at a formal public session of the School Board in the absence of the employee(s) involved. Teachers so mentioned may be requested to appear before the Board. Upon request of the teacher(s), the Board shall adjourn to a closed executive session for the purpose of discussing the matter.

ARTICLE IX PROFESSIONAL GROWTH

A. General:

1. Professional improvement requirements may be met by earning graduate credits from an accredited college or university. Courses within a teacher's area of certification will be approved and apply toward lane movement (Addendum "B"). For purposes of movement on the salary schedule, credits must be earned through taking courses which are described within a college or university course catalog and which are part of a recognized degree program. Credits may not be earned for purposes of movement on the salary schedule through workshop or seminar programs, whether a college assigns credit value or not, unless specifically pre-authorized by the Administrative Team as defined by board policy. All graduate programs which will qualify employees for movement on the salary schedule, together with any changes in approved graduate programs, must be pre-approved by the Administrative Team. Graduate programs within a teacher's area of certification will be approved and apply toward lane movement. If, in the opinion of the district administrator, highly specialized scientific, technological, or academic courses, offered outside an accredited college or university setting, would provide direct benefit to the district classroom setting, said program would be considered for lane movement. Such approval would not be considered past practice.

2. The Board encourages professional improvement and will pay the amount specified in the Extra Pay Schedule up to three (3) credits earned each year. In no case will payment exceed the actual cost to the teacher.

3. The complete cost of credits earned at the request of the district and apart from the specific requirements of this provision shall be paid by the district.

4. If State of Wisconsin requirements for renewal of a teaching license are reduced below those in effect on July 1, 1995, subparagraphs 3 and 4 will be reincorporated within the collective bargaining agreement, subject to negotiations over a successor contract.

5. Adjustment of teacher's salary as a result of any change in status involving credit requirements and degrees which occur shall be made at the beginning of the school year.

6. A certified copy of the teacher's credit record shall be forwarded to the District by September 1st in order for the teacher to be eligible for salary advancement, unless failure to forward is through no fault of the teacher.

ARTICLE X WORKING CONDITIONS

A. Physical Exams: The Board shall assume responsibility for the cost of tuberculin test required for teaching by statute. The Board's responsibility for costs shall not exceed the usual and customary fee of a physician or clinic in this area.

B. Retirement Age: A teacher who retires from the district at the end of the school year she/he attains the age of 55 may remain in the District's Hospital-Surgical, Major Medical Insurance group under the conditions of said insurance policies and as enumerated in the Master Agreement until he or she becomes eligible for Medicare. When this occurs, said retiree shall be responsible for obtaining his/her own hospital-surgical major medical insurance. The premiums for such insurance shall be paid by the retiree unless otherwise provided in the Master Agreement.

C. Transfers and Vacancies

1. Vacancies
   a. The administration shall post, in each of the buildings, all teaching vacancies as they occur during the course of the school year. Vacancies which become known to the administration at the end of the school year due to retirements or resignation shall also be posted and a copy of the posting shall be given to or sent to the President of the Association at his/her last address of record.
   b. Teachers presently employed shall be allowed to apply for all vacancies and granted an interview. Reason(s) for denial of the vacancy to a teacher presently in the system shall be given upon request. Notice of refusal to hire shall be made prior to the formal hiring of a new teacher to the position.
   c. Teachers must apply for vacant positions within five (5) school days of the posting. The teacher must be certified by the Wisconsin Department of Public Instruction or show that they can and will be certified by the starting date of the desired position so that temporary certification can be sought. Should the teacher then fail to attain certification, causing the temporary certification to lapse, said teacher shall consider himself terminated.
   d. If more than one employee applies, all applicants will be evaluated as individuals. If all things are equal, local seniority shall decide the matter.

2. Transfer
   a. Teachers shall notify the Superintendent and building principal of a desire for transfer and shall have satisfied notification requirements of Step Three of the Vacancy provision. Upon such opening becoming available, the teacher application(s) shall be processed according to the vacancy provisions, beginning with Step Two.

b. Teachers requested to transfer by the administration shall be advised of the reasons for transfer at the time the notice of transfer is given. The notice of transfer and reason(s) therefore will be communicated to the teacher as soon as possible and before the issuance of contracts on March 15, whenever possible. After the issuance of contracts and up to June 1, any teacher requested to transfer may request and shall be granted the opportunity to discuss the transfer with the department and/or grade level teachers involved and Superintendent before the final contract assignment. After June 1 and unless their current position is being eliminated, the teacher shall have the right to decline the transfer except for emergency situations. If the emergency transfer is the result of a late (after July 1) termination of a contract, an amount equal to one-half the monetary forfeiture (per Article XI) shall be awarded to the transferred teacher.

D. Residency: Teachers in the employ of the Chilton School District are strongly encouraged to reside within the established boundaries of the Chilton School District.

ARTICLE XI TERMINATION OF TEACHING AND COACHING CONTRACTS

A. Termination of Teaching Contract

The following dates will be adhered to for the purpose of determining liquidated damages imposed on any member of the professional staff for initiating and receiving permission to terminate their individual professional employment contract.

a) June = 0
b) July = $600.00
c) August = $1,200.00
d) Full payment of liquidated damages, along with completion of district checkout procedures, will constitute termination of the contract.

B. Termination of Coaching Contract

A coach who has completed their 5-year coaching obligation to the district will have a maximum of 30 calendar days after the official end of their assigned season to resign from the position. Any coach not affected by the 5 year coaching requirement provision will also have a maximum of 30 calendar days after the official end of their assigned season to resign. The district may terminate a coach within 30 calendar days after the official end of their assigned season.

ARTICLE XII LAYOFF PROCEDURE

A. Procedure:

When the Board determines to lay off a member of the professional teaching staff, employees shall be laid off in reverse order of their district seniority to the extent that the last hired shall be the first laid off provided the teachers retained are presently certified for their position as determined by the Wisconsin Department of Public Instruction. (Teachers hired by the District prior to September 1, 1990 shall refer to APPENDIX A as attached). In grades 9-12 certified for their position shall mean within the department, or subject area. In the event the board elects to reassign a teacher to a different department, said teacher shall continue to accrue his/her seniority status within the previously assigned department. In K-8 certified for their position shall mean within grades K-8. Teachers will be notified of layoff by June 1st. Layoff, as applied in this Agreement, shall mean the temporary total separation from employment. The layoff will commence on the day following the last student contract day.

B. Seniority:

1. The commencement of an employee's service in the District shall be the first day of employment under his or her contract. In the event an employee terminates his or her contract with the district and is subsequently rehired, seniority will be awarded from the date posted on his/her new contract. Where two or more employees began employment on the same day, a review committee composed of two (2) members of the Chilton Board of Education and two (2) members of the Chilton Education Association shall meet in private to discuss the layoff recommendations as submitted by the Administration and shall determine by ballot their recommendation to the Board as to who shall be retained on the staff based upon the documentation.

   If the recommendation of the Committee does not meet with the approval of the majority of the entire Board of Education or if the Committee is evenly divided, the date the teacher signed their contract shall be the determining factor. Part-time employees shall accrue seniority on a pro-rata basis based upon the percentages of full-time equivalency.

2. Not later than December 1 in any school year the Board shall provide the Association with a seniority list which shall rank all employees (active, full and part-time, on layoff) according to their length of service as determined above. Such list shall also state the assignments held and areas in which the employees are licensed. The Association shall have twenty (20) calendar days from date of receipt of the seniority list in which to identify errors or discrepancies in the seniority ranking of the teachers. The seniority list shall be the list from which selections for layoff shall be made according to the selection criteria set forth in this article.

C. Recall:

Under this section, employees on layoff will be contacted and recalled for a position in reverse order of their layoff. In the event two (2) or more employees who are so qualified were laid off on the same date, the Board shall select the employee who has the longest service in the District as determined under Step A.

Within fourteen (14) days after an employee is mailed a notice pursuant to this section, he/she must advise the district in writing that he/she accepts the position offered by such notice and will be able to commence employment on the date specified therein. Any notice pursuant to this section shall be mailed by certified mail, return receipt requested, to the last known address of the employee in question as shown on the District's records. It shall be the responsibility of each employee on layoff to keep the district advised of his/her current whereabouts. The Board shall simultaneously provide the Association with copies of any recall notices which are sent to employees on layoff status pursuant to this section.

Any and all recall rights granted to an employee on layoff pursuant to this article shall terminate upon such employee's failure to accept within fourteen (14) days an offer of recall, as provided in this section, to a position substantially equivalent in hours and compensation to that from which the employee was laid off.

A full-time employee on layoff status may refuse recall offers of part-time substitute, or other temporary employment without loss of rights to the next available full-time position for which the employee is certified. Full-time employees on layoff status shall not lose rights to a full-time position by virtue of accepting part-time or substitute appointments with the District. No new appointments may be made by the District while there are employees who have been laid off who are available and certified to fill the vacancies. Teachers shall be entitled to the rights of recall for a minimum of two (2) years following the last student contact day of the affected teacher. Teachers recalled to employment under this provision shall retain all benefits as shall have accrued to them at the time of their layoff and shall be placed upon the salary schedule in a position determined by their previous placement, degrees held, and credits earned toward advanced salary classification. There shall be no payment of salary made retroactively for any adjustments made in the salary schedule during the period in which the teacher was laid off.

D. Benefits During Layoff

No employee on full layoff shall be precluded from securing other employment while on layoff status.

Employees on layoff will be eligible for inclusion in all of the District's group insurance programs, to the extent such policies allow their eligibility, provided the laid off employee reimburses the district for the full premium for such coverage. Payments shall be paid monthly in advance. Such eligibility shall continue while the employee is on layoff status. Employees on full layoff shall retain the same amount of seniority, based upon length of service in the District and the same amount of sick leave as she/he had accrued as of the date she/he was laid off. If a laid off employee is recalled, such employee shall again begin to accrue full sick leave, and seniority on a prorated basis, based upon the percentage of full-time equivalency.

ARTICLE XIII REDUCTION IN HOURS

When the Board determines to reduce an employee's hours, that employee shall continue to receive benefits and accrue seniority on a pro-rata basis. Employees working reduced hours shall have their hours restored in the area in which they are teaching prior to the recall of an employee on layoff to that same area, provided it is administratively feasible to do so. Reduction in hours shall be determined on seniority as previously provided herein.

ARTICLE XIV ASSOCIATION RIGHTS

A. The Board will, upon advance request, furnish the Association with copies of any public documents necessary to carry out its function as outlined in the Agreement. In cases where furnishing such documents places an undue burden on the Board and/or Administration, the above requirement will be satisfied by permitting the Association to examine the materials in the Superintendent's office and by permitting the duplication of such documents by a suitable machine copying process.

B. The Association may use the school buildings for meetings related to their status as the exclusive bargaining representative, outside of the school day, provided such use does not interfere with the educational program, and there is no conflict with a previously scheduled meeting. The Association will pay necessary costs, if any, caused by evening and weekend meetings. Request in advance for use of the facilities shall be cleared with the principal of the building(s) in question.

C. The Association and it's representatives shall have the right to post notices of official Association activities on teacher bulletin boards and may use the district mail services and teacher mail boxes for such communication to teachers. Copies of any Association related survey efforts, for which inter-school mail service and teacher mail boxes are used, are to be given to all building principals.

ARTICLE XV SCHOOL CALENDAR

A. The parties agree to begin student contact as close to Labor Day as possible but not prior to the week before Labor Day and to conclude student contact on the earliest Thursday or Friday in June. Inclement day makeup contingency on the school calendar begins with the 3rd, 4th, 6th and subsequent inclement days; the 1st, 2nd and 5th inclement days are not made up.

Minor changes in the existing calendar shall be determined and mutually agreed upon through consultation between the Superintendent, acting as agent for the Board and representatives of the Association subject to approval by the Board.

ARTICLE XVI TEACHER HIRING AND QUALIFICATION

A. Only certified or certifiable persons, as per Wisconsin DPI criteria, shall be hired by the Chilton School District.

B. The schedule in force shall be considered a minimum guide used by the Board to set salaries.
   1. Teachers may be hired and credited with fewer years of experience than actually have been earned but the salary shall be according to a specific step on the current salary schedule and in no case shall be less than Step 1 of said schedule.
   2. Board allowance for experience may be more than that actually earned. If the teacher is placed 5 or more years above the step indicated by actual teaching experience, the teacher shall be held at that step until actual experience is within 5 years of the step allowed at the time of employment.

ARTICLE XVII EXIGENT CIRCUMSTANCES

In situations where the compliance with the provisions within the Agreement is made impossible or inadvisable because of the occurrence of some exigent circumstances, it is agreed that the parties may, with mutual agreement, resume negotiations for the purpose of replacing an offending article or clause.

ARTICLE XVIII SAVINGS CLAUSE

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

ARTICLE XIX NON-DISCRIMINATION

The Board and Association agree, that in the administration of this Agreement there will be no discrimination on the basis of race, creed, color, sex, national origin or age as prescribed in the statutes and constitution of the State of Wisconsin and of the United States, and the rulings and administration of these statutes by agencies of the state and federal government.

ARTICLE XX FAIR SHARE

A. All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws.

B. Effective thirty (30) days after the date of initial employment of a teacher or thirty (30) days after the opening of school in the fall semester, the District shall deduct from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the Association, as provided in Section 111.70(1)(h), Wis. Stats., and as certified to the District by the Association, and pay said amount to the treasurer of the Association on or before the end of the month following the month in which such deduction was made. The District will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.

   1. For purposes of this Article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the District (or paid to the Association in some other manner authorized by the Association). The Association shall notify

the District of those employees who are exempt from the provisions of this Article and shall notify the District of any changes in its membership affecting the operation of the provisions of this Article thirty (30) days before the effective date of such change.

2. The Association shall notify the District of the amount certified by the Association to be the fair share of the cost of representation by the Association, referred to above (two weeks prior to any required fair share deduction).

C. The Association agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the District of any change in the amount of such fair share costs thirty (30) days before the effective date of the change.

D. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a refund of any monies to which they are entitled. To the extent required by state or federal law, the Association will place in an interest-bearing escrow account any disputed fair share amounts.

E. The Association (and the Wisconsin Education Association Council) does (do) hereby indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the District pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense. The Association agrees to provide a list of its members for dues deductions and fair share determination.

ARTICLE XXI VOLUNTARY DUES DEDUCTION

It is agreed that upon receipt of written authorization, signed by the teacher, the Board shall deduct an amount to provide monthly payments of dues for membership in professional associations as well as voluntary participation in the CEA Scholarship Fund from the regular salary check of such teacher each month. The amounts so deducted shall be remitted directly to the CEA along with the regular monthly payments as per normal Board procedures. Such authorization for monthly deductions shall continue until the teacher submits, in writing, a request to terminate said deductions. Any change in the deduction procedure will be made with the first payroll following the expiration of thirty (30) calendar days.

ARTICLE XXII LUNCH SUPERVISION

A. Each teacher shall be provided a daily duty-free, uninterrupted, lunch period of a minimum of thirty (30) minutes.

B. If conditions occur which interfere with Item One above, a teacher may modify the condition.

1. The teacher may agree to accept payment of $12.00 per period for supervising students during their lunch period.

2. The teacher may agree to accept compensatory time off for periods of student supervision. Such compensatory time shall be taken within two (2) weeks. Said teacher shall sign out in the principal's office if the option of compensatory time is selected.

ARTICLE XXIII DEFINITION OF THE SCHOOL DAY

A. Grades K-4 (Elementary School)

1. The employee work day shall be from 7:50 a.m. to 4:00 p.m.

2. Preparation Time:

   a. Each teacher shall receive not less than two hundred fifty-five (255) minutes of preparation time each week as long as the length of the high school class period remains fifty-one (51) minutes. Comp. Time (I.E.P-Teams) Maximum of one hour for time after 4:00 p.m. within two weeks of I.E.P.-Team.

   b. If elementary school teachers do not receive at least two hundred fifty-five (255) minutes of preparation time each week, they will receive "overload compensation".

3. Teachers are permitted to leave prior to 4:00 p.m. for school related business by signing out in the office and stating reason for leaving early. Reasons of a personal nature are subject to approval of the building principal.

4. On Fridays and days prior to scheduled calendar recess periods teachers are free to leave after 3:10 p.m.

B. Grades 5-8 (Middle School)

1. The employee work day shall be from 7:50 a.m. to 4:00 p.m.

2. Preparation Time:
   a. Each teacher shall receive not less than two hundred fifty-five (255) minutes of preparation time each week as long as the length of the high school class period remains fifty-one (51) minutes. Comp. Time (I.E.P.-Teams) Maximum of one hour for time after 4:00p.m. within two weeks of I.E.P.-Team.

   b. If middle school teachers do not receive at least two hundred fifty-five (255) minutes of preparation time each week, they will receive "overload compensation".

3. No classes shall be assigned after 3:05 p.m.

4. Teachers are permitted to leave prior to 4:00 p.m. for school related business by signing out in the office and stating reason for leaving early. Reasons of a personal nature are subject to approval of the building principal.

5. On Fridays and days prior to scheduled calendar recess periods teachers are free to leave after 3:10 p.m.

6. Extra-curricular duties or assignment as determined by the administration are to begin following 3:05 p.m.

C. Grades 9-12 (High School **4 Block Schedule)**

1. The employee work day shall be from 7:50 a.m. to 4:00 p.m.

2. During the employee academic day, employees who have the following schedule shall be considered full-time and be compensated according to the salary schedule:

   a. Any teacher with three (3) teaching class periods in **a 4 block schedule** will be considered full-time.

   b. Preparation period: Comp. Time (I.E.P.-Teams) Maximum of one hour for time after 4:00 p.m. within two weeks of I.E.P.-Team.

3. If the Board chooses to increase any teacher's academic workload beyond the above, either by the addition of teaching classes or the deletion of preparation period, the following payment shall be made during the teachers academic workload increase in addition to salary earned on the Salary Schedule: See overload document labeled Addendum C.

4. Part-time employees shall have pro-rata contracts based on percent of minutes worked compared to minutes in employee workday.

5. Teachers are permitted to leave prior to 4:00 p.m. for school-related business by signing out in the office and stating the reasons for leaving early. Reasons of a personal nature are subject to approval of the Building Principal.

6. On Fridays and days prior to scheduled calendar recess periods, teachers are free to leave after 3:10 p.m.

Grades 9-12 (High School **7 Hour Per Day Schedule)**

1. The employee work day shall be from 7:50 a.m. to 4:00 p.m.

2. During the employee academic day, employees who have the following schedule shall be considered full-time and be compensated according to the salary schedule:

   a. Any teacher with five (5) teaching class periods will be considered full-time.

   b. Five (5) teaching class periods
   One (1) preparation class period
   One (1) non-class period assignment as determined by the administrator. (NCNP)

   OR

   Four (4) teaching class periods
   One (1) preparation class period
   Two (2) non-class period assignments as determined by the administrator

   c. Preparation period: Comp. Time (I.E.P.-Teams) Maximum of one hour for time after 4:00 p.m. within two weeks of I.E.P.-Team.

3. If the Board chooses to increase any teacher's academic workload beyond the above, either by the addition of teaching classes or the deletion of preparation period, the following payment shall be made during the teachers academic workload increase in addition to salary earned on the Salary Schedule:

   Each additional teaching class
   or loss of preparation period = 1/7
   1/7 X individual teacher's daily salary

4. Part-time employees shall have pro-rata contracts based on percent of minutes worked compared to minutes in employee workday.

5. Teachers are permitted to leave prior to 4:00 p.m. for school-related business by signing out in the office and stating the reasons for leaving early. Reasons of a personal nature are subject to approval of the Building Principal.

6. On Fridays and days prior to scheduled calendar recess periods, teachers are free to leave after 3:10 p.m.

D. Traveling Specialist (Teacher)

The school day for traveling/specialist teachers shall be as follows: If the teacher has a majority of his/her instruction time in the K-8, then he/she shall be governed by Article XXIII(A)(B). If the teacher has a majority of his/her instructional time in 9-12, then he/she shall be governed by Article XXIII(C). There shall be no reduction in staff or hours as a result of such traveling teacher arrangement. Traveling teachers shall have ten minutes for travel each direction. Instruction time shall include NCNP.

ARTICLE XXIV SUBSTITUTE TEACHING DUTIES

A. Teacher as Long-term Substitute

A teacher, who acts as a substitute during their preparation time for 5 consecutive days, or less, shall be paid for such services at the rate specified in the fee schedule. A teacher who is responsible for end of quarter or semester grade calculation and submission shall be compensated as an "overload." In instances where a class is not offered on a regular daily basis, but is offered in a consistent weekly pattern, overload compensation will commence after a two week period of time.

B. Teacher as Short-term Substitute

A teacher who agrees to substitute for another staff member during their assigned prep time will be compensated at the following rate:

a) Up to 30 minutes = $10.00
b) 31 to 60 minutes = $20.00
c) 61 to 90 minutes = $30.00

ARTICLE XXV LEAVE PROVISIONS

A. Absence due to Sickness

1. Sick leave will be granted at a rate of ten (10) days per year cumulative to one hundred twenty (120) days. The Superintendent or designee may question an employee about the use of sick leave time. He may require employees to present a statement from a qualified physician that they have fully recovered from their illness or injury before permitting them to resume their regular duties. For any one illness, provided it is not covered by insurance, the school district will pay the full cost of the first visit; the school district and the individual teacher will pay equal shares of any Board requested subsequent visits for that illness.

2. Yearly sick leave credit is granted to the teacher on the first working day of the contract. Such leave is earned only if the teacher is able to report for work prior to making a claim against the sick days granted by this provision. Should a teacher leave the district before the completion of the contract, a prorated amount of sick leave shall be removed from the teacher's credit. In a case where the teacher exceeded the sick leave credit, the amount exceeded shall be deducted from the final amount of wages due.

3. Sick leave benefits will be coordinated with a Disability Income Protection Plan according to options given below:

   a. The teacher may elect to draw sick leave pay from the district until such time as those accumulations have been exhausted.

   b. If the teacher desires, they may cease drawing sick leave pay from the district and begin to draw benefits from the Disability Income Protection Plan on the last day of the policy waiting period.

   c. Accumulated sick leave days not used by the teacher during the waiting period following the date of disability shall be restored to the teacher.

   d. Teachers required to remain on disability leave due to serious illness shall continue to earn seniority within the district. The length of this leave shall be determined by medical personnel who shall certify when the period of disability has been terminated and the employee able to return to work. If the employer desires, the employee may be examined by a physician other than the teacher's family physician at the employer's expense.

   e. The school district shall be required to guarantee a position for a minimum of two (2) years from the date of disability. This time period may be extended at the option of the Board if in the best interest of the parties concerned.

   f. Upon return, the teacher whose disablement occurred during the summer or first semester shall return on the same salary schedule step he was on at the time of disablement. If the disablement occurred in the second semester of school, then if and when the teacher returns, it will be on the next step of the salary schedule.

   g. Teachers employed by the school district to replace a teacher on disability leave shall be given notice of the temporary nature of their employment. Such notice must be included in the letter of appointment received by the replacement teacher at the time of hire.

B. Hardship Leave:

1. Death in the Family: A three (3) day leave with pay shall be granted without deduction from sick leave accumulation in the event of the death of a parent, brother, sister, husband, wife, or child. A one (1) day leave shall be granted in the event of the death of a grandparent, aunt or uncle, niece or nephew or grandchild. These provisions shall also apply to "in-law" and "step" relationships.

   a. The Superintendent may grant additional days under this article and if so granted, it shall not be deemed a past practice.

2. Absence due to Birth: A one (1) day leave will be granted for the birth of a child to the teacher. This day shall not be deducted from accumulated sick leave.

3. Maternity/Paternity Leave: Maternity/Paternity leave shall be granted to teachers requesting same. The teacher shall identify, to the Superintendent of the Chilton Public Schools, one of the options below to enable the Superintendent planning for a replacement.

   a. The teacher may request a combination of sick leave and/or Disability Income Protection Insurance if the latter is required because of an extended period of disability certified by the attending physician. In such a case, the teacher shall be expected to return to the employ of the district when the period of disability is terminated by the physician.

   b. The teacher may elect to be on maternity/paternity leave for a semester, or for a school term or a portion thereof. In either case, the Superintendent shall be notified at least thirty (30) days in advance of the maternity/paternity leave and at least sixty (60) days in advance of the return of the teacher.

   c. The teacher, Association, and the Superintendent may agree to other convenient terms.

   d. The date upon which maternity/paternity leave is to commence and terminate is a matter to be decided between the teacher and her physician and no specific cessation of work policy shall be adopted by the Board for application to all cases of maternity/paternity.

   e. Teachers on maternity/paternity leave shall return to the school district in the same position and shall suffer no loss of benefits that would have accrued to the teacher should their service have been continuous. In all cases, the Superintendent must be notified as in Article XXV(B)(4).

   f. Should the pregnancy be interrupted through miscarriage or other such factors, the teacher shall promptly notify the Superintendent who shall make provisions for the teacher's timely return to service.

   g. Teachers employed by the school district to replace a teacher on maternity/paternity leave shall be given notice of the temporary nature of their employment. Such notice must be included in the letter of appointment received by the replacement teacher at the time of hire.

C. Emergency Leave:

1. Emergency leave of three (3) days shall be granted for the serious illness of father, mother, spouse or child without deduction from sick leave, subject to a statement by the physician requesting the employee presence, verbal or written, if requested by the employer.

2. Emergency leave is non-accumulative and shall be subject to continual verification by the Superintendent.

D. Personal Leave:

1. One (1) day leave of absence per year shall be granted at full pay with deductions from sick leave, for personal reasons which require absence during school hours.

2. Whenever possible, a minimum notice of 24 hours before such absence shall be given to the building principal.

3. A minimum request for leave arranged in advance shall be 1/2 day.

4. Personal leave may be cumulative up to two (2) days and may be used consecutively. Such leave shall not be allowed on the day immediately before or after scheduled calendar recess periods not including weekends, except in extreme cases, nor on scheduled district parent-teacher conference days except in extreme cases. No more than three (3) teachers may be absent on any given day under this provision. Leave will be granted on a first come, first serve basis. There will be no justification required for the use of a personal day. A teacher would only need to submit a request to use a personal day. No reasons will be required. Additionally, there would be no cost charged for the substitute teacher.

5. If for any reason school is canceled on a day for which a teacher previously scheduled a personal day, this day shall not count as that teacher's personal leave day. There will be no deduction of pay and the teacher will be allowed another day for personal leave.

E. Additional Authorized Leave:

Additional leave may be authorized by the Superintendent for compelling personal reasons, or upon receipt of special circumstances or for other good cause. Such leaves may be granted with pay or with the pay of the substitute deducted from the teacher's salary. Leave granted under this provision shall not be deemed a past practice.

F. Professional Leave:

Teachers of the Chilton School District shall be allowed up to one (1) day of professional leave per year for the purpose of visiting other school districts, workshops, settings of specific curricular importance to the teaching assignment of the teacher, or other classrooms of the Chilton Public Schools for professional enrichment subject to the approval of the building Principal and the Superintendent. Teachers requesting said leave shall specifically identify in writing the rationale for the request and state the expected improvement in the instructional program prior to consideration for approval. Requests for such leave generally will come from the teacher, however, an administrator may originate the request for a teacher or group of teachers.

G. Leaves of Absence Occasionally Granted:

The Board may grant additional leaves of absence where, in its judgment, such leaves will contribute to the competencies of the faculty and the ability to offer a more comprehensive school program. Such leaves shall be for a definite period of time identified in advance of the leave.

H. Absence Due to Injury:

1. Workmen's Compensation: Teachers who are required to lose time from work because of a temporary work related injury, disability or illness, may elect one of the following methods of compensation.

   a. Workmen's Compensation only.

   b. Supplement the amount the teacher received under Workmen's Compensation by drawing from the accumulated sick leave the teacher may have accrued.

   c. Supplementary pay, plus the amount of compensation shall not exceed the current normal earning of the teacher. This supplemental pay will be reduced to days and/or the nearest half day in determining the number of days of sick leave that will be charged against the teacher's sick leave account.

2. Personal Assault:

   a. Whenever a teacher is absent from work because of a temporary personal injury caused by an assault within the school district occurring in the course of the teacher's employment, or as a result of performing his/her professional duties for the district where the teacher did not unjustifiably cause the confrontation and did exercise good and prudent judgment, the teacher will be paid his/her full salary for the period of such absence, and no part of the absence will be charged to the annual sick leave of the teacher.

   b. In instances of said personal assault, where there has been no reimbursement by insurance, the Board will also reimburse the teacher for:
      (1) Any clothing or personal property worn by the employee, damaged or destroyed as a result of personal assault in the course of employment within the district.
      (2) The cost of medical, surgical, or hospital services (including dental) incurred as the result of any injury sustained in the course of employment within the district.

I. Leave Notice

When a teacher shall request a leave under any of the provisions of this Article, the teacher shall notify the Superintendent, if possible, at least thirty (30) days in advance of the need for the leave, when known, and when requesting to return from leave of indefinite duration or earlier than was anticipated, shall notify the Superintendent at least sixty (60) days, if possible, prior to his/her return from the leave of absence. Teachers employed by the District to replace teachers on leave shall be given notice of the temporary nature of their employment in a letter of appointment received by the replacement teacher at time of hire.

ARTICLE XXVI FRINGE BENEFITS

A. Health Insurance

1. Hospital-Surgical-Major Medical Insurance is available. The district will pay 95% of the single or family plan.

2. Dental Insurance is available. The district will pay 100% of the single or family plan.

3. Change in carrier and premiums
   a. A change in the carrier of this insurance shall be by mutual agreement between the Board and the Association and the coverage shall be the same under the new carrier or must be substantially equivalent or better.

4. If two employees are covered under the same family health insurance plan, the School District will contribute the sum of $500 to the Wisconsin Retirement System Supplemental Account of each.

B. State Term Life Insurance
All teachers shall be eligible for participation in the State term life insurance program. Specification of the plan shall be subject to negotiations between the Board and Association. The Board will pay the percentage of said premiums as per State requirement.

C. Long-term Disability Insurance
Long-term disability insurance will be provided by the school district as per negotiated agreement (See Fringe Benefit Payment Schedule Attached). Change in carriers shall be mutually agreed upon. A teacher who cannot teach due to a disabling accident or condition shall be granted a leave of absence according to the provisions under leave due to sickness Article XXV (Leave Provisions) page 14, Letter A.

D. Mileage Reimbursement
In instances where an employee is reimbursed for mileage, the rate shall be the current IRS rate.

E. Pay Periods
There will be twenty-four (24) pay periods per year, on the 10th and 25th of the month.

F. Professional Improvement Credits
Payments for credits earned under professional improvement shall be made following receipt of the grade report, and only if the teacher is then under contract and teaching in the Chilton Public Schools. A transcript or official grade must accompany a request for payment. Reimbursement will be for the actual cost of the credit up to $150.00 per credit, to a maximum of $450.00 per year.

G. Extended Contracts
Contracts covering more than 190 days of employment shall provide for compensation at a rate specified in the salary/extra duty schedule.

H. Department Chair
When the position of Department Chair is assigned to a member of the professional staff by the administration, the employee will be compensated at the rate specified on the extra duty schedule of the current master agreement.

I. Jury Duty
A teacher who is called to serve as a jury member, shall turn over to the school court vouchers received and be paid his/her regular salary. A teacher is expected to be at work during regular working hours while not on jury duty.

J. Teacher Retirement Contribution

The Board of Education shall pay to the Wisconsin State Teachers Retirement System the required contributions of the teacher based upon the current rules of WRS and the teacher's share of retirement as per the negotiated agreement. The amount to be paid by the employer shall be determined upon the teacher's gross income. The parties acknowledge that after reaching an agreement on the total economics package computation increase for a given contract year, an increase or decrease to one or more fringe benefit rates can occur. The parties agree that if, after contract ratification occurs, there is an announced change in fringe benefit rates prior to August 1 to be effective during the contract year, the salary schedule for that contract year shall be recalculated and distributed in a manner to maintain the agreed upon total economic compensation percentage increase. In the event there are any changes in one or more fringe benefit rates announced on or after August 1, no recalculation shall occur.

K. Part-Time Teacher

Certified employees who carry less than a 3/4 time teaching assignment will have their fringe benefits pro-rated.

L. Copies of Agreement

The Board shall provide a copy of the current Agreement to each individual employee.

M. Retirement Incentive

1. Members of the collective bargaining unit who meet the following qualifications will receive a retirement incentive benefit:

   a. Have attained age fifty-five.
   b. Have completed twenty years of employment with the School District of Chilton.
   c. Have at least thirty years of teaching and active military service.
   d. Have provided written notice of retirement to the School District not later than March 1st with retirement within the same calendar year.
   e. Have elected to enroll within the School District health insurance plan having the lowest monthly premium of all plans in force, with coverage to be effective not later than the first day of retirement.

2. The incentive benefit is an authorization to continue participation within the lowest premium cost health insurance plan in force within the School District, with the School District contributing on a monthly basis, the full applicable monthly premium in effect on the date of retirement for the number of months, determined on the basis of the following formula:

$$\frac{\text{One-half the value of the Number of authorized sick Leave days accumulated as Of June 30 of the last school Year worked, not to exceed sixty.} \times \text{Collective bargaining agreement base salary daily rate.}}{\text{Full applicable monthly premium of the Lowest premium cost health plan in effect On the first day of retirement.}} = \text{Number of months of School District contribution toward health insurance premiums on behalf of retiring employees.}$$

Failure of a retired employee to pay to the School District the balance of the unpaid monthly premium will terminate the obligation of the School District to continue to provide the incentive benefit.

3. If the cost of paying the retirement incentive during a contract year will result in less than a 2.1% total package salary increase and more than two persons apply for the incentive benefit, those persons eligible for the benefit will be determined on the basis of the greatest number of years of employment with the School District of Chilton. In the case of a tie, the number of years of total teaching and active military service will be combined with the total number of years of service within the School District of Chilton in order to establish a rank order of priority. If a tie still remains, the individuals tied will draw lots.

4. The total actual cost of the retirement incentive benefit will be included as part of the total compensation increase authorized for the entire collective bargaining unit during the year of the collective bargaining agreement in which the employee(s) retire. The total actual cost of the retirement incentive benefit will be calculated as a cost of maintaining applicable fringe benefits during the term of the collective bargaining agreement under rules established by the Wisconsin Employment Relations Commission for calculating a "Qualified Economic Offer."

5. If Section 111.70(4)(cm), Stats., or any other provision of the Wisconsin Statutes is amended to repeal the authority of the School District to avoid interest arbitration through presenting a qualified economic offer or other alternative, then Article XXVI – FRINGE BENEFITS, subsection M., governing the retirement incentive benefit will expire and become ineffective with respect to all members of the collective bargaining unit on the expiration date of the collective bargaining agreement during which the legislative action is taken, subject to negotiation thereafter.

6. Members of the collective bargaining unit who wish to qualify for the retirement incentive must provide a written retirement notice to the School District not later than March 1st of their year of retirement.

7. Members of the collective bargaining unit may elect to receive the retirement incentive benefit as described above, or the payment of single plan health insurance premiums under Article X, B., but not both. Employees who qualify for payment of single plan health insurance premiums under Article X, B., are ineligible for the retirement incentive.

ARTICLE XXVII TERM OF THE AGREEMENT

A. This Agreement shall be in full force and in effect from July 1, 2007, through June 30, 2009.

B. This Agreement reached as a result of collective bargaining represents the full and complete agreement between the parties and supersedes all previous agreements between the parties.

Any supplemental amendments to this Agreement shall not be binding upon either party unless executed in writing by the parties hereto. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any further breach of this Agreement.

C. In the event that the parties do not reach a written successor agreement to this Agreement by the expiration date of this Agreement, the mandatory provisions of this Agreement shall remain in full force and effect during the pending of negotiations and until a successor agreement is executed; provided, however, that this Agreement shall not have a duration of more than two years.

ARTICLE XXVIII ADDENDUMS

A. Copies of each of the following shall be attached to the final Agreement and shall be part of it.
   1. School Calendar
   2. Basic Salary Schedule
   3. Extra-Curricular and Fee Schedule
   4. Addendum "A"
   5. Addendum "B"
   6. Addendum "C"
   7. Addendum "D"

ARTICLE XXIX RULES AND REGULATIONS FOR CERTIFIED PERSONNEL

A. Teacher Evaluation
   1. The purpose of the teacher evaluation procedures shall be threefold:

      a. To determine the quality of instruction and teaching methodology being utilized in the classrooms of the school district by the classroom teacher.
      b. To reinforce the practices of teachers who are performing their teaching role adequately and/or to identify areas where improvement in instructional techniques may be desired or needed.
      c. To develop a cooperative relationship between the evaluator and the classroom teacher, thereby enhancing educational opportunities for our students.

   2. Each teacher shall be evaluated at least once every three years, except as in (a) below;

      a. For teachers in the first two years of their service to the district shall be evaluated a minimum of twice per year, once prior to the Thanksgiving period, and again prior to March 1st. Teachers with more than two years of teaching experience within the district may be evaluated more than once per school year if, in the opinion of the administration, there is a need for more frequent observation and evaluation exists.

      b. Unedited copies of the evaluation report will be provided by the evaluator to the teacher who will sign the evaluation indicating the date. The signature of the teacher shall certify that he/she has had an opportunity to examine its contents but does not in any way indicate agreement with the evaluation.

      c. Should the evaluation of the teacher identify certain shortcomings in the teacher's performance, it shall be the responsibility of the administration to identify some techniques to rectify the shortcoming. It shall be the responsibility of the teacher to also identify techniques to rectify the shortcomings and follow the suggested techniques offered by the evaluator. Attempts to remedy the problems shall be documented by the teacher to the building principal. The goal of this procedure shall be to develop a teaching faculty with the highest competencies possible. In order to provide opportunities for improvement of instruction, the administration could suggest such remediation as: Personal advice, demonstrations, suggested reading or study, visitation to classes of other teachers within or outside of the school district, consultation with instructional consultants, attendance at workshops designed to address the identified problem areas, and other accepted techniques.

      d. The evaluator shall use an evaluation instrument developed mutually by the parties of the Master Contract.

B. Teacher Files

1. Teacher files shall be kept in the appropriate administrative offices and shall be open to examination of any teacher requesting to review the contents of his/her file in the presence of the building principal.

2. Certain materials shall be appropriate for inclusion in the teacher's official file and all inappropriate materials shall not reside therein.

   a. Teacher evaluations, one signed by the teacher, shall be in the file. Should a teacher refuse to sign an evaluation, said notation shall be made, signed by the evaluator and the CEA President.

   b. College transcripts, certification for varying levels of instruction or special licenses, letters of recommendation, awards or similar citations are usual and acceptable file entries.

   c. Letters of recommendation from faculty advisors from a university or letters of recommendation from persons received at the time of original hire of the employee shall not be open to teacher inspection.

   d. Communications (signed) from students, parents, citizens, and teachers pertaining to the performance/actions of a district employee shall be investigated and retained in the administrator's office outside of the official file. Hearsay and anonymous communications received by the administrator shall be investigated, with no documentation made in any file unless the initial hearsay proves to be true, at which time it shall no longer be hearsay; at this point in time all proven data shall be documented and treated as communications (signed) above. The teacher shall be given written notice that such material is to be retained in the administrator's office and be provided with a copy of all such printed matter.

   e. The teacher's file shall make no reference to non-teaching activities that do not have any relationship nor impact upon the effectiveness of the teacher carrying out their professional role.

   f. The teacher may reproduce material contained in the official file, except as noted in (c) above. The teacher may, in the examination of file materials, take exception to file entries and attach a rebuttal to the appropriate file document.

   g. In the event that a teacher shall be accused of conduct or teaching activity which raises grave concerns on the part of the School Board of Administration, provisions of the disciplinary clause of the Master Agreement shall be followed. (See Article VIII, Teacher Rights, letter B.)

ARTICLE XXX INCLEMENT WEATHER DAYS

A. The 3rd, 4th, 6th and subsequent days of each school year, on which school is canceled as the result of inclement weather, will be made up as a student contact day. Dates upon which to make up the 3rd and 4th inclement weather days will be incorporated within the school calendar. If it is not necessary to make up an inclement weather day, school will not be conducted on the scheduled inclement weather make up day. This day will be an unpaid day off for teachers.

B. Two (2) teacher in-service days will be scheduled in the fall of each school year for all teachers and one (1) in-service day will be scheduled in the spring of each school year for all teachers: Teachers new to the District shall have an additional one and one-half (1.5) teacher in-service days prior to the beginning of the school year.

ADDENDUM "A"

ARTICLE XII LAYOFF PROCEDURE

A. Procedure:

When the Board determines to lay off a member of the professional teaching staff, employees shall be laid off in reverse order of their district seniority to the extent that the last hired shall be the first laid off provided the teachers retained are presently certified for their position as determined by the Wisconsin Department of Public Instruction. In 7-12 certified for their position shall mean within the department, or subject area. In the event the board elects to reassign a teacher to a different department, said teacher shall continue to accrue his/her seniority status within the previously assigned department. In K-6 certified for their position shall mean within grades K-6. Teachers will be notified of layoff by June 1st. Layoff, as applied in this Agreement, shall mean the temporary total separation from employment. The layoff will commence on the day following the last student contract day.

ADDENDUM "B"

The second sentence of Article IX, A., 1., which provides "Courses within a teacher's area of certification will be approved and applied toward lane movement" will be construed and interpreted as follows:

A. All credits in a Master's or Doctoral program in the area of the teacher's DPI certification will be approved.

B. Credits in a Master's or Doctoral program which are not in the area of the teacher's DPI certification, but which are related to the teaching assignment of the teacher at the time a course request is submitted, will be approved.

C. Credits which are not taken in the course of a Master's or Doctoral program, but which are related to the teaching assignment of the teacher at the time a course request is submitted, will be approved.

ADDENDUM "C"

OVERLOAD CALCULATIONS

	Load	Non Load	Total	28.57% add 2/7 Full Year	Per Min	14.29% add 1/7 One Sem	Per Min	7.14% add 1/14 One Term	Per Min
CES	316.0	51.0	367.0	28.57%	0.560%	14.29%	0.280%	7.14%	0.140%
CMS	320.0	51.0	371.0	28.57%	0.560%	14.29%	0.280%	7.14%	0.140%
CHS	275.0	90.0	365.0	28.57%	0.317%	14.29%	0.159%	7.14%	0.079%
split MS/HS	297.5	70.5	368.0	28.57%	0.405%	14.29%	0.203%	7.14%	0.101%
split ES/MS	318.0	51.0	369.0	28.57%	0.560%	14.29%	0.280%	7.14%	0.140%

assuming salary of $40,000.00		**overload min**	**all year overload factor**	**all year overload total**	**overload min value**
SCENARIO 1A	CES	51.0	0.00560	$ 11,428.57	$ 224.09
SCENARIO 2A	CMS	51.0	0.00560	$ 11,428.57	$ 224.09
SCENARIO 3A	CHS	90.0	0.00317	$ 11,428.57	$ 126.98
SCENARIO 4A	split MS/HS	70.5	0.00405	$ 11,428.57	$ 162.11

assuming salary of $30,143.00		**overload min**	**all year overload factor**	**all year overload total**	**overload min value**
SCENARIO 1B	CES	51.0	0.00560	$ 8,612.29	$ 168.87
SCENARIO 2B	CMS	51.0	0.00560	$ 8,612.29	$ 168.87
SCENARIO 3B	CHS	90.0	0.00317	$ 8,612.29	$ 95.69
SCENARIO 4B	split MS/HS	70.5	0.00405	$ 8,612.29	$ 122.16

specialized scenarios assuming salary of $40,000.00

	BUILDING 1 MIN	TRAVEL TIME	BUILDING 2 MIN	TOTAL CONTACT TIME	NORMAL LOAD	OVERLOAD MIN	FACTOR	OVERLOAD PERCENT	OVERLOAD PAY
1. HS OVERLOAD – 4 blocks, 2 terms no travel	365	0	0	365.0	275.0	90.0	0.159%	14.29%	$ 5,714.29
2. Split HS/MS – 3 HS Blcks, 70 min MS	275	10	70	355.0	297.5	57.5	0.101%	5.83%	$ 2,330.29
3. Dave S	90	10	280	380.0	297.5	82.5	0.405%	33.43%	$ 13,373.86

Applies only to teachers with full-time teaching loads
Non-precedent setting for other bargaining unit provisions
Sunsets June 30, 2009 or if high school removes a 4 block schedule

ADDENDUM "D"

Fall Sports - extended contract (Pre-Season) Pay

All fall sports that have contact with students before the beginning of fall teacher in-service are eligible for Pre-Season coaching compensation.

Calculation for the Pre-Season pay will be as follows:

1. Calculate hours of actual contact time with athletes (ie. Equipment hand-out, practice time and locker supervision). DO NOT INCLUDE staff meetings or planning time.
2. Calculate all hours of "contact" ending on the Saturday before the first scheduled fall in-service.
3. Take the hours of "contact," divide by 8 hours and multiply by assigned daily rate (currently $60.00). This calculates a daily rate for compensation.

Example: 40 hours of contact / 8 hours X $60.00 = $300.00 of Pre-Season pay.

CHILTON SCHOOL DISTRICT
Athletic Worker Salary Schedule

Sport	Level	Scorebook Statistician		Clock Scoreboard		Sound Public Address		Timer		Side Line Clerk of Courts Event Worker Supervisor		Chain Gang Line Judge Auxillary Ticket Seller Course Worker
Football	Varsity/WIAA	1	50	2	50	1	40	n/a	1	50	3	40
	Single Level		n/a	1	40		n/a	n/a		n/a		n/a
Volleyball	Varsity & JV	1	55	1	55		n/a	n/a	3	60	1	50
	Triangular	2	75	2	75		n/a	n/a	3	75	2	65
	Single Level	1	30	1	30		n/a	n/a		n/a	2	25
	WIAA	1	40	1	40		n/a	n/a	2	50		n/a
	Middle School	1	40	1	40		n/a	n/a	1	40		n/a
Cross Country	n/a	1	45		n/a		n/a	6 40		n/a	1	40
Basketball	Varsity & JV	1	60	1	60	1	60	n/a	2	60	2	55
	Single Level	1	30	1	30	1	30	n/a	2	30	1	30
	WIAA	1	40	1	40	1	40	n/a	2	50		n/a
	Middle School	1	40	1	40		n/a	n/a	1	40		n/a
Swimming	High School	1	35	1	35		n/a	n/a	1	25		n/a
	Middle School	1	30	1	30		n/a	n/a	1	25		n/a
Wrestling	Varsity & JV	1	50	1	50	1	50	n/a	1	50	1	40
	Middle School		n/a		n/a		n/a	n/a	1	35		n/a
	Conference/Sectional	1	110	1	110	1	110	n/a	1	110	1	100
Baseball & Softball	Single Level		n/a		n/a	1	40	n/a		n/a		n/a
	Double Header		n/a		n/a	1	70	n/a		n/a		n/a
Track	Invite/Conference		80		70		80	70		80		70
	Non-Invite		55		50		55	50		55		50

BOARD POLICY:

After accumulating one-hundred twenty (120) days of unused sick leave in the School District of Chilton, teachers shall annually be reimbursed for the June 30 balance of unused sick days in excess of 120 days at the rate of $20.00 per day.

BOARD POLICY:

Athletic coaches who are promoted from a freshman, junior varsity or assistant varsity coaching position to the varsity coach position in the same sport shall not receive an initial coaching salary which is less than his/her prior year coaching salary.