



thinkingbeyondnow

School District of Beloit
we are tomorrow

AGREEMENT

between the

Board of Education

and the

Beloit Education Association

Extension Contract 2011-2013

May 2011

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**AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT OF БЕЛОIT
БЕЛОIT, WISCONSIN
AND
THE БЕЛОIT EDUCATION ASSOCIATION**

PREAMBLE

Agreement made this 24th day of March, 2011, by and between the Board of Education, School District of Beloit, hereinafter referred to as "the Board", and the Beloit Education Association, hereinafter referred to as "the BEA":

WHEREAS, the laws of the State of Wisconsin authorize collective bargaining for public employees and authorize public employers to enter into collective bargaining agreements with the majority representative of their employees; and

WHEREAS, the Board, the BEA and District Administration, hereinafter referred to together as "the parties" have a common goal of providing the best possible education for all children within the District; and

WHEREAS, the parties share the vision that the School District of Beloit promotes trust, believes in fair practices, recognizes the whole person, celebrates cultural diversity, rewards achievement, and provides opportunities for growth and development; and

WHEREAS, the Board and the BEA recognize that teaching is a profession and views the consideration of educational matters as a mutual concern; and

WHEREAS, the parties believe school improvement is best sustained when all components of the District are working together, decisions are best made by those who are most directly affected by them, and that consensus through collaboration is the preferred process for making decisions are the fundamental assumptions underlying shared decision-making; and

Article - 1
RECOGNITION

1.1 RECOGNITION - The Board recognizes the BEA as the sole and exclusive bargaining representative (as certified before the Wisconsin Employment Relations Commission) in all matters concerning wages, hours and conditions of employment for all full and part-time professional educators, and all professional educators with special assignments including but not limited to elementary and secondary professional educators, and all coordinators and specialists: music, art, physical education, media, cognitive disabled, early childhood, emotional behavioral disabilities, specific learning disability, orthopedically impaired, visually handicapped, deaf and hard of hearing, occupational therapists, physical therapists, speech and language pathologists, diagnosticians, reading specialists, Title I professional educators, program coordinators, guidance counselors, psychologists, social workers, Success For All facilitators, Lightspan coordinators, P5 coordinators, technology coordinators, transition coordinators, Charter School professional educators employed by the district, limited term replacement professional educators, non-supervisory teaching personnel and school nurses in all matters concerning wages, hours and conditions of employment for professional educators. This excludes the superintendent, assistant superintendents, principals, assistant/associate principals, deans, psychiatrists, managers, directors, substitutes, homebound instructors, intern and student teachers, technicians and para-educators (educational assistants), all servicepersons, maintenance personnel, secretaries, and all other employees. These exclusions shall have the right to have the BEA petition the Wisconsin Employment Relations Commission (WERC) if the BEA determines there is an appropriate community of interest for accretion into the existing professional organization.

All such employees in the unit shall hereinafter be referred to as "professional educator".

1.2 DEFINITION

1.2.1 School - The term "school" is used to include any work location where one or more professional educators is assigned to work.

1.2.2 Principal - The term "principal" is used to include the administrator of any work location.

1.2.3 Professional Educator - The term "professional educator" is used to include all members of the bargaining unit, both regular full-time and regular part-time, subject to the exclusions stated in the recognition clause in Section 1.1 above. Anyone deemed a "professional educator" shall not have supervisory responsibilities or evaluatory responsibilities as defined within the Municipal Employee Relations Act (Wisconsin Statutes 111.70). Whenever the singular is used it is to include the plural.

1.2.4 District - The term "District" is used to include the School District of Beloit.

1.2.5 Agreement - The term "Agreement" is used to include the Master Agreement between the School District of Beloit Board of Education and the Beloit Education Association 2003-2005.

1.2.6 Stakeholders - The term stakeholders is used to include: Board of Education, Administration, and Beloit Education Association.

1.2.7 Consensus - A group reaches consensus when it finally agrees upon a single alternative.

1.2.7.1 Each group member can honestly say:

1.2.7.1.1 I believe that you understand my point of view

1.2.7.1.2 I believe that I understand your point of view

1.2.7.1.3 Whether or not I prefer this decision, I support it because it was arrived at openly and fairly and it is the best solution for us at this time.

1.3 OTHER ORGANIZATIONS

1.3.1 Professional educators have the right to join any professional educator organization, but membership in a professional educator organization shall not be required as a condition of employment.

1.4 **FAIR SHARE AGREEMENT** - The BEA, as the exclusive representative of all the professional educators in the bargaining unit, shall represent all such professional educators, BEA and non-association, fairly and equally, and all professional educators in the unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the BEA. No professional educators shall be required to join the BEA, but membership in the BEA shall be made available to all professional educators who apply, consistent with the BEA constitution and bylaws. No professional educator shall be denied BEA membership because of age, race, color, national origin, sex, handicap, creed, marital status, ancestry, arrest record or conviction record, or sexual orientation.

The Board agrees that effective thirty (30) days after the date of initial employment or thirty (30) days after the opening of school, it will deduct from the monthly earnings of all professional educators in the collective bargaining unit, except exempt professional educators, their fair share of the costs of representation by the BEA as provided in Section 111.70(1)(h), Wisconsin Statutes, and as certified to the District by the BEA, and pay said amount to the Treasurer of the BEA on or before the end of the month following the month in which such deduction was made. The Board shall provide the BEA with a list of professional educators from whom deductions are made with each monthly remittance to the BEA

1.4.1 For the purpose of this Article, exempt professional educators are those professional educators who are members of the BEA and whose dues are deducted and remitted to the BEA by the District pursuant to *Article 1.5 - BEA Dues/Payroll Deduction* or paid to the BEA in some other manner authorized by the BEA. The BEA shall notify the District of those professional educators who are exempt from the provisions of this Article by Friday before the second paycheck of each year, 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. For purposes of this Article, also exempt are those professional educators who were not members of the BEA during the 1978-79 school year. Any such professional educators shall not be required to pay their fair share, but once such professional educators become members of the BEA, the professional educators shall continue to pay their fair share. (*Historical Reference*)

1.4.2 The BEA shall notify the District of the amount certified by the BEA to be the fair share of the costs of representation by the BEA two weeks prior to any required fair share deduction.

The BEA 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 BEA agrees to inform the District of any changes in the amount of such fair share costs thirty (30) days before the effective date of the change.

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

The BEA does 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 list of 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 BEA and its attorneys.

The operation of this fair share agreement shall not preclude the District from participating at its own expense in any action to which this clause applies, provided the District does not take a position contrary to the position of the BEA in defense of this fair share agreement.

1.4.3 Substitute teachers employed for less than one (1) semester shall not be required to join the BEA nor pay a representative fee.

1.5 BEA DUES / PAYROLL DEDUCTIONS

1.5.1 It is agreed by and between the Board of Education and the BEA that upon receiving written authorization by the professional educator, the Board shall deduct from said professional educator's paycheck, the amount of the annual dues of the BEA and its affiliates. Amounts so deducted shall be remitted to the BEA on a mutually agreed upon schedule. It is further agreed that authorization for such deduction of dues shall continue in full force and effect until the BEA submits written revocation of such authorization to the Board. The Board agrees to notify the BEA of the names and positions of all new professional educators within seven (7) days of their employment and provide for a mutually agreed upon remittance procedure. Payroll deduction shall also be arranged for Credit Union, Group Insurance (additional life insurance, dependent/spouse life insurance and short-

term disability insurance), United Givers Fund, Tax Sheltered Annuities, and Section 125 flexible spending accounts.

- 1.5.2** The BEA does 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 list of 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 BEA and its attorneys.

Article - 2
COLLECTIVE BARGAINING

- 2.1 ENTIRE MEMORANDUM OF AGREEMENT** - This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in this Agreement. This Agreement shall be binding on the parties, their representatives and successors. Waiver of any breach of the Agreement by either party shall not constitute a waiver of any further breach of this Agreement.
- 2.1.1** All Letters of Understanding prior to August 25, 2011 that are not incorporated into this agreement shall be null and void. (*Historical Reference*)
- 2.2 EVAPORATION OF PERMISSIVE ITEMS** - The District reserves the right to challenge the permissive nature of existing contract provisions in the event legislation is enacted which would make existing contract provisions mandatory subjects of bargaining, as a matter of law. The parties agree that a petition filed pursuant to this reserved right shall be considered timely and will not be challenged by either party on the basis of timeliness or any other procedural defect related to the District's right to file said petition.
- 2.2.1** All contract provisions challenged as permissive subjects of bargaining shall remain in effect and be enforceable for the entire term of this Agreement, pending a final decision(s) by the Wisconsin Employment Relations Commission. When permissive subjects of bargaining are challenged, the BEA may bargain on the impact of such challenges.
- 2.3 SAVINGS CLAUSE** - If any section of this Agreement or an addendum thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section shall be restrained by such tribunal, the remainder of this agreement and addenda thereto shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalid section.
- 2.4 "Term of Agreement"** - The provisions of this Agreement shall be effective as of August 25, 2011, and shall remain in force and effective through midnight, August 24, 2013. This agreement shall automatically renew to be effective through the 2011-2013 contract years.
- 2.4.1** The parties shall meet by January 1, 2013, to reopen negotiations for: Salary & Fringe Benefits. In the event agreement is not reached by May 15, 2013, the issues in dispute shall be submitted to mediation/arbitration under 111.70(4)(cm), of the Wisconsin Statutes. (*Historical Reference*)
- 2.5 NEGOTIATIONS PROCEDURE**
- 2.5.1** The Board of Education and the BEA each recognizes its legal obligation imposed by Section 111.70 of the Wisconsin Statutes to meet for the purposes of negotiating in good faith at reasonable times in a bona fide effort to arrive at a settlement on questions of wages, hours, and conditions of employment.
- 2.5.2** Negotiations shall be conducted in meetings, which are open to the media and to the public. Meetings may be adjourned to executive sessions without press or public by mutual consent.
- 2.5.3** Committees representing the parties to this Agreement shall start bargaining prior to January 15th, in the year that the current Agreement expires.
- 2.5.3.1** Bargaining committees shall first use consensus strategies to arrive at an agreement. Either party may elect to end consensus bargaining upon written notification to the duly authorized agent of the other party. If this bargaining procedure fails, either side may take any position in bargaining a new agreement without regard to agreements made during consensus bargaining.
- 2.5.3.2** If consensus bargaining has been duly terminated by either party, all items proposed to be negotiated shall be submitted to the duly authorized agent of the other party in writing within twenty (20) days of receipt of written notification to end consensus bargaining. However, negotiations may be reopened

on specific items with the consent of both parties. The limitation of initially proposed items for negotiations to those in written form and in accordance with the attached timetable shall not prevent the introduction of new items by mutual consent of both parties from time to time during the period of negotiations.

2.5.4 **Ratification**

2.5.4.1 When agreement is reached, both parties shall submit the agreement for ratification by their respective members.

2.5.4.2 **Contract Distribution** - Within twenty (20) working days after approval by the Contract Writing Committee, the Board shall have sufficient copies of the Agreement prepared and delivered to each professional educator in the District and fifty (50) copies to the BEA. Professional educators hired at a later date shall be provided with a copy of the Agreement within five (5) school days.

2.5.4.3 **Summary Plan Document Distribution** - A Summary Plan Document Package for health, prescription drug, dental, life, long term disability and short term disability coverage shall be provided to each professional educator hired within thirty (30) days of commencement of employment.

2.6 **IMPASSE** - The parties shall implement the provision of 111.70(4)(c), Wisconsin Statutes, June 30, 1986. (*Historical Reference*)

2.6.1 In the event that the parties do not reach a written successor agreement to this Agreement by the expiration date of this Agreement, the provisions of this Agreement shall remain in full force and effect during the pendency of negotiations and until a successor agreement is executed; provided, however, that this Agreement shall not have a duration of more than three (3) years.

2.6.2 **Professional Educator Contracts** - In the event an agreement concerning wages, hours and conditions of employment has not been reached by the Board of Education and the BEA by the date professional educator contracts are given to said professional educator, all such contracts shall be governed by the terms of any agreement concerning wages, hours, and conditions of employment for said ensuing school year subsequently reached by the parties to this Agreement.

2.6.3 **Salary Adjustments** - In the event that negotiations are extended into the next contract year, professional educators' newly negotiated salary adjustments shall be paid in equal distributions over the remaining pay periods with the first payroll adjustment to be made within thirty (30) days after ratification by the Board and the BEA.

2.7 **SUBSEQUENT CALENDARS** - In the event the calendar for the subsequent year is not part of this Agreement, the parties shall exchange proposed calendars on or before **January 15th**. Thereafter, the parties shall make an attempt to negotiate the new calendar for the subsequent year by **February 15th**. In the event agreement is not reached by **February 15th**, the calendar shall be submitted to mediation/arbitration under Section 111.70(4)(cm), of the Wisconsin Statutes.

2.8 **ONGOING BARGAINING COMMITTEE**

2.8.1 The Ongoing Bargaining Committee shall address unresolved negotiable issues from the current negotiations as well as requests for contractual waivers. However, neither the BEA nor the Board gives up their right to bargain any and all negotiable issues under *Article 2.5 - Negotiations Procedures*.

2.8.2 **Membership** The Ongoing Bargaining Committee shall be composed of up to seven (7) representatives each of the Board, and the BEA, equal in number all of whom shall have had training / experience in consensus strategies. There shall be a least one (1) Board member on the Ongoing Bargaining Committee.

2.8.3 **Waiver Process in Shared Decision-Making**

2.8.3.1 A waiver is a written exception to a specific term(s) of the Agreement and has status equal to the term(s) that the waiver replaces. A proposed waiver must specify the provision(s) in the agreement to be waived, the nature and duration of the proposed waiver, the method of review, and professional educator(s) affected by the proposed waiver. A waiver does not constitute past practice nor establish precedent. All waivers shall be disseminated to each professional educator affected by the waiver and all site level team chairs.

2.8.3.2 Waivers must be submitted at least 30 school days prior to proposed implementation date. The committee will meet on the third Thursday of each month, September through May.

- 2.8.3.3** The Ongoing Bargaining Committee has the authority to deny the initial waiver. Any denial of a waiver shall include a thorough explanation or reason(s) for the denial. After review of the denial a site may request to meet with a representative(s) of the Ongoing Bargaining Committee to clarify the reasons for the denial.
- 2.8.3.4** An initial waiver shall be granted for no longer than the length of the current agreement. All waivers initiated in the first year of the Agreement shall be reviewed within a year of the granting. Review shall include documentation of continued support of the waiver by the affected Professional Educator(s). This review shall be conducted by the Site requesting the waiver and submitted to the Ongoing Bargaining Committee. The Ongoing Bargaining Committee has the authority to revoke a waiver. Any revocation of a waiver shall include a thorough explanation of the reason(s) for the revocation. After review of the revocation the site may request to meet with a representative(s) of the Ongoing Bargaining Committee to clarify the reason(s) for the revocation.
- 2.8.3.5** A waiver shall not abrogate a professional educator's Agreement rights with regard to discipline, personnel files, layoff/recall, seniority, salary and benefits, or access to the grievance procedure.
- 2.8.3.6** The Ongoing Bargaining Committee has the authority to designate subcommittees to do the appropriate research to make recommendations on negotiable issues. The Ongoing Bargaining Committee shall seek volunteers from all professional staff for sub committee membership.
- 2.8.3.7** The Ongoing Bargaining Committee shall waive the current BEA Agreement, *Article 2, Section 2.8.1*, for the express purpose of reviewing, investigating, and formulating recommendations for consideration by the Economic Committee the Friday prior to Winter Break for use during bargaining of salary and benefits in years when only salary and benefits are negotiated. Upon request the Assistant Superintendent for Pupil Services and the Business Services Office shall make a financial report of Medicaid reimbursement receipts to the Ongoing Bargaining Committee.

2.9 UNRESOLVED BARGAINING ISSUES

- 2.9.1** The Ongoing Bargaining Committee shall continue the consensus bargaining process in an effort to reach tentative agreements on the following issues:
 - 2.9.1.1** PI-34
 - 2.9.1.2** Professional Educators Protection
 - 2.9.1.3** Sick Day Bank

2.10 RATIFICATION OF CONTRACT CHANGES -- On an annual basis, the Ongoing Bargaining Committee shall forward any proposed modifications to the Agreement to the BEA general membership and the Board for ratification. Grievance settlements and waivers in shared decision-making do not require full membership ratification.

2.11 COMMUNICATIONS OPPORTUNITIES – The purpose of the various communications vehicles listed below is to maintain and strengthen the working relationships established between the District and the BEA and to review consensus-seeking strategies. Communication vehicles presently used are as follows:

1. Periodic meetings between the Board of Education and the Executive Board of the BEA;
2. Meetings on a regular basis between the Superintendent, various administrators and selected BEA representatives; and
3. Attendance at administrative workshops, training and meetings by selected representatives of the BEA.

In all cases, the BEA President will select which BEA members are to attend these meetings and workshops. The BEA President will receive notification and agendas from the Superintendent prior to the above-mentioned meetings.

Article - 3
MANAGEMENT RIGHTS

3.1 RESERVATION OF MANAGEMENT RIGHTS - Management retains all rights of management that it has by law, and retains the right to exercise those functions under the terms of the collective bargaining agreement with the BEA, except to the extent such functions and rights are restricted by the terms of this Agreement. These rights include, but are not limited by enumeration to, the following rights:

- 3.1.1** To direct all operations of the school system;
- 3.1.2** To hire, promote, transfer, schedule and assign professional educators in teaching positions to which they are certified within the school system, as well as to combine, modify and eliminate positions within the school system;
- 3.1.3** To introduce, improve, change or eliminate existing methods, facilities or programs and to determine the methods, means and personnel by which the school system operations are to be conducted, including the right to contract out for goods or non-teaching services (including current arrangements);
 - 3.1.3.1** There shall be no subcontracting or other assignment of bargaining unit work to professional educators of the District who are not in the bargaining unit, to professional educators of any other employer, or to any other individuals, except during emergencies.
 - 3.1.3.2** As used herein, "bargaining unit work" shall consist of all those duties, assignments, tasks or responsibilities which are fairly within the scope of responsibilities applicable to the kind of work performed by bargaining unit professional educators and/or which have been historically or customarily performed by professional educators in job classifications or positions included in the bargaining unit.
- 3.1.4** To take action where necessary to carry out the functions of the school system in situations of emergency, or to maintain the efficiency of school system operations, unless endangering professional educators;
- 3.1.5** To determine educational policies of the school District and to establish schedules of work and reasonable work loads;
- 3.1.6** To determine the selection of textbooks and other teaching materials, class schedules, and the length of the school year for the students;
- 3.1.7** To suspend, demote, discharge or take other disciplinary action against bargaining unit professional educators pursuant to *Article 14.2 - Professional Educator Probation/Just Cause*, of this agreement;
- 3.1.8** To layoff bargaining unit professional educators from their duties due to lack of availability of work or any other legitimate reason, pursuant to *Article 18*;
- 3.1.9** To determine the kinds and amounts of services to be performed as pertains to the school system operations and the number and kinds of classifications to perform such services.

Article - 4
BEA RIGHTS

- 4.1 MEETINGS** - The BEA and its representatives shall have the right to use school facilities at all reasonable hours for meetings.
- 4.2 BEA BUSINESS** - Representatives of the BEA and their affiliates shall be permitted to transact BEA business on school property at all reasonable times, provided that said business shall not disrupt normal school operations.
- 4.3 USE OF EQUIPMENT** - The BEA and its representatives shall have the right to use school facilities and equipment. The BEA shall pay for the costs of all materials and supplies incidental to such use.
- 4.4 NOTICES** - The BEA and its representatives shall have the right to post notices of activities and matters of BEA concern. The BEA may use the District inter-school mail service and professional educator mail boxes for communication to professional educators.
- 4.5 INFORMATION** - The Board agrees to furnish the BEA all available information concerning the financial resources of the District, including but not limited to: annual financial reports, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, school census information, names, addresses, and telephone numbers of all professional educators, seniority list, educational background and placement upon the salary schedule of all professional educators, and such other information as will assist the BEA in developing constructive proposals and programs on behalf of the professional educators and their students, and also any information which may be necessary for the BEA to process any grievance or complaint.
- 4.6 FACULTY MEETINGS** - The BEA shall be given an opportunity at faculty meetings to present reports and announcements, subject to notification of the building principals.
- 4.7 NEW PROFESSIONAL EDUCATOR ORIENTATION** - The BEA shall be given sufficient time on the agenda of the orientation program for new professional educators to explain BEA activities.
- 4.8 NON-PAID PERSONAL LEAVES OF ABSENCE** - The BEA President or designee(s) will continue to be granted non-paid personal leaves of absence for all union business. Said leaves should be charged to the BEA and not to the individuals involved. Such leave may include but not be limited to bargaining, grievances, political action and lobbying.
- 4.9 BEA PRESIDENT - RELEASE TIME** - The BEA President shall be granted ninety (90) minutes per day release time as mutually agreed upon by the BEA President and the building principal. There shall be no loss of pay or benefits, nor the need to employ additional personnel.
- 4.9.1** The BEA shall have the right to increase the percentage of release time for the BEA President. Should the BEA implement this provision, the BEA shall reimburse the District that percentage of the BEA President's salary used for release time above and beyond the ninety (90) minutes per day provided for above. The District shall pay the full percentage of benefits and retirement for the BEA President.
- 4.10 BEA PROFESSIONAL EDUCATOR'S RIGHTS CHAIR - RELEASE TIME** - The BEA's Professional Educator Rights Chair or designee(s) shall be granted release time without loss of pay or benefits to represent BEA members in any meeting in which disciplinary action may occur.
- 4.11 WORK STOPPAGE PROHIBITION** - Neither the BEA nor any of its' officers or professional educators, will encourage, sponsor, engage in or condone any strike, sympathy strike, slowdown, concerted work stoppage, or any other intentional interruption of work.
- 4.12 RIGHT TO REPRESENTATION** - When any professional educator is required to appear before the Board or an administrator for a formal discussion or investigation concerning possible discipline of said professional educator, the

employee shall be given reasonable prior written notice of the reason for such meeting, except for emergencies. At any such meeting, the employee shall have the right to have a union representative.

4.12.1 This clause shall not apply to such conferences as those held between administrators and professional educators pursuant to the normal, routine evaluation or supervisory conferences. If however, a professional educator is called to a meeting with an administrator and said conference develops into a discussion of possible discipline, the conference shall be adjourned if requested by the professional educator until a union representative can be present.

4.13 WEAC CONVENTION DAYS – The two (2) WEAC Convention days are non-work, non-paid days. The School District of Beloit shall not schedule any activities that Professional Educators are required to attend on the two (2) WEAC Convention days.

4.14 CHARTER SCHOOLS – District initiated charter schools employing BEA professional educators shall abide by all areas of the master agreement. Any potential changes to the master agreement specific to charter schools shall be subject to the negotiations process by both parties through the Ongoing Bargaining Committee.

4.15 ESEA (Elementary and Secondary Act) / NCLB (No Child Left Behind) – Any impact upon professional educators as a result of ESEA shall be subject to the negotiations process by both parties.

Article - 5
GRIEVANCE PROCEDURE

- 5.1 PURPOSE** - The grievance procedure is designed to insure that equitable solutions to problems affecting wages, hours and conditions of employment as covered in the Agreement occur at the lowest possible level.
- 5.2 DEFINITION** - "Grievance" is a complaint, controversy, or dispute based upon an event or condition which involves the interpretation, meaning, or application of any of the provisions of this Agreement.
- 5.3 GRIEVANT** - A grievant may be any professional educator, or group of professional educators, or the BEA.
- 5.4 REPRESENTATION** - The grievant may, at their option, be represented by the BEA.
- 5.5 ASSOCIATION RIGHTS** - The BEA reserves the right to present the union point of view at all grievance meetings; to receive in writing a disposition of all cases at each level and to continue a grievance when not appealed by the grievant.
- 5.6 INITIATION AND PROCESSING**
- 5.6.1 Step One** - A grievant shall attempt to resolve the grievance by oral discussion with the immediate supervisor or principal during an unscheduled teaching time. The grievant shall continue to perform job responsibilities. Initiation of the grievance must occur within **forty-five (45)** school days of the complaint, controversy or dispute. The grievance shall include the facts upon which the grievance is based, the issue(s) involved, the article(s) alleged to have been violated and the relief sought.
- 5.6.2 Step Two** - If the grievance is not settled at Step One, it may, at the election of the grievant, be reduced to writing and submitted to the immediate supervisor or principal within **five (5)** school days. Thereafter, the immediate supervisor or principal shall within **five (5)** days deliver an answer in writing to the grievant.
- 5.6.3 Step Three** - If the grievance is not settled at Step Two, it may, at the election of the grievant, be submitted in writing to the Superintendent, or designee within **ten (10)** school days after receipt of the written answer from the immediate supervisor or principal.
- 5.6.3.1** Grievances initiated by the BEA on behalf of professional educators as a class or as an organizational grievance shall be initiated at this level of the procedure. The BEA reserves the right to continue a grievance when not appealed by the grievant.
- 5.6.3.2** The grievance shall include the facts upon which the grievance is based, the issue(s) involved, the articles(s) alleged to have been violated and the relief sought. The grievance must also be signed and dated by the grievant.
- 5.6.3.3** The Superintendent or designee shall within **seven (7)** school days thereafter, schedule a meeting with the grievant to be held no more than **fifteen (15)** school days after receipt of the written grievance. The meeting place and time shall be mutually agreed upon, controlled only by the question of reasonableness as to time, place and notice.
- 5.6.3.4** The Superintendent or designee shall within **ten (10)** school days after the meeting, deliver an answer in writing to the grievant. The decision shall be signed and dated.
- 5.6.4 Step Four** - If the grievance is not settled at Step Three, it may, at the election of the grievant, be submitted in writing to the Secretary of the Board of Education within **ten (10)** school days after receipt of the written answer from the Superintendent or designee.
- 5.6.4.1** The Board shall within ten (10) school days thereafter schedule a meeting with the grievant to be held not more than **twenty-five (25)** school days after receipt of the written grievance. The meeting place and time shall be mutually agreed upon, controlled only by the question of reasonableness as to time, place and notice
- 5.6.4.2** The Secretary of the Board shall within **ten (10)** school days after the meeting deliver the Board's answer in writing to the grievant.

5.6.5 **Step Five** - If the grievance is not settled at Step Four, it may, at the election of the BEA, be submitted to arbitration by written notice to the Secretary of the Beloit Board of Education within ten (10) school days after receipt of the written answer from the Board.

5.6.5.1 The arbitrator shall be selected by mutual agreement of the parties, or in the event they fail to agree within **ten (10)** school days, then the Wisconsin Employment Relations Commission shall be requested to submit a list of names of five (5) arbitrators. As soon as the list has been received or as promptly as possible, the parties or their designated representatives shall use a coin toss to determine the order of elimination and thereafter each shall, in that order, alternately strike a name from the list. The fifth (5th) and remaining name shall act as the arbitrator.

5.6.5.2 The date of the hearing will be mutually selected by the arbitrator and the representatives of both parties. The decision of the arbitrator shall be in writing and shall be final and binding upon both parties. However, the arbitrator shall have the authority only to interpret the provisions of this Agreement and shall not add to, subtract from, or in any way change the provisions of this Agreement.

5.6.5.3 The expense of producing witnesses and other documentary evidence at the arbitration hearing shall be paid by the party producing same. The arbitrator's fees, expenses and cost of preparing stenographic records made at the hearing shall be borne equally by both parties.

5.7 **TIME LIMITS** - Grievances not processed to the next step within the time specified therein, shall be deemed settled. All time limits may be shortened or extended by mutual agreement.

5.8 **CARRY-OVER GRIEVANCE** - Any grievance which is or shall be in process at the end of the school year may, by mutual agreement of the parties, either be advanced through the procedure at a faster rate or be held over until the commencement of the next school year when it shall be processed in accordance with the procedure which was applicable when the grievance was filed.

Article - 6
SALARY SCHEDULE / PROFESSIONAL GROWTH

6.1 Basic Salary Schedule - Professional educators in Beloit are compensated in accordance with a single salary schedule - that is, professional educators in a given class receive the same compensation regardless of the certification area in which they teach if their training and experience are the same except as defined or explained in this contract. All professional educators shall be paid in twenty-six (26) equal installments for each contract year, except in those years when bi-weekly periods result in 27 pay periods. Professional educators requesting the remainder of their contract salary at the end of their contract shall file a written request with the Superintendent or designee on or before May 1st of the year in which the request is made. The Professional educator that requests the remainder of their contract salary at the end of their contract shall be paid no later than the scheduled payday following their last paid contract day.

6.1.1 2003-2004 -- The school year consists of *190 days* effective **August 26, 2003**. The school year calendar is attached to this Agreement as Exhibit D-1. (*Historical reference*) The basic salary schedule for the school year is attached to this Agreement as Exhibit E-1. (*Historical reference*)

6.2 PROVISIONS OF BASIC SCHEDULE

6.2.1 This is a preparation, experience, and teaching efficiency schedule. Professional educators of the same preparation and experience, who maintain teaching efficiency, shall receive the same basic salary at all levels, elementary, middle school or high school.

6.2.2 The Superintendent may recommend to the Board that any annual increment be withheld from a professional educator who does not give evidence of satisfactory growth in teaching efficiency. Unless such professional educator gives evidence of satisfactory growth in teaching efficiency during the following year, the services of that professional educator shall terminate at the end of that year.

6.2.3 Notice of the withholding of the annual increment, under the basic schedule, for the ensuing year shall be given in writing to the professional educator concerned not later than **February 28th**. This notice shall state the reasons, which justify this action, together with the recommendations for improvement. This increment may still be allowed at the end of the school year, in which the rating is made, if the professional educator gives evidence of satisfactory growth in teaching efficiency.

6.2.4 Professional educators who fail to observe reasonable administrative rules and regulations, and who fail to carry out directives sent out by administrative personnel, shall be considered as failing to maintain teaching efficiency in accordance with the provisions of this salary schedule.

6.2.5 The 2003-2004 salary schedule shows a new Step 15 (2.7%) increase beginning with lane M+0 and ending with lane Level 4. The 2004-2005 salary schedule shows a new Step 14 (1.5%) increase at lane B+30. In 2004-2005 all professional educators who were frozen in 2000-2001 will be placed at their appropriate step. This only applies to professional educators still moving through the salary schedule.

6.2.6 Health and Prescription Drug Insurance Premium or Salary Adjustments – The parties shall meet to review health and prescription drug insurance expenditures. If these insurance expenditures are less than projected for 2004-2005 by the School District of Beloit and the BEA at a 14% increase, the Board of Education and the BEA shall agree upon a salary adjustment for all professional educators. If the health and prescription drug insurance expenditures are more than projected by the School District of Beloit's insurance actuarial consultant, the Board of Education and BEA shall agree upon the professional educator's contribution percentage not to exceed 7% of the annual contribution rate and any necessary salary or benefit adjustments.

6.2.7 To qualify for a salary schedule experience step advancement, a professional educator must attend an additional two (2) days of District sponsored staff development in addition to the normal contract requirements. For the 2011-2012 school year only, this shall be completed during the preceding summer, and for each year it must be completed by August 15.

6.3 ADVANCED TRAINING – AFTER EMPLOYMENT

6.3.1 Degrees, Credits and Evaluation of Work Done

6.3.1.1 Credits which place a professional educator in a higher salary bracket shall be earned in an institution of good standing as defined by the North Central Association, another similar accrediting body or Wisconsin Department of Public Instruction.

6.3.1.2 Professional educators advancing vertically on the salary schedule shall provide an official transcript of courses successfully completed. No professional educators may advance past the BA+30 lane without having received their Master's degree.

- 6.3.1.3 For salary advancement effective at the beginning of the first semester an official transcript of credits completed must be submitted to the Personnel Office on or before **November 1st**. *Transcripts submitted to the Personnel Office after October 1st and/or before November 1st must be accompanied by a grade report or other college generated evidence that the course work was completed by September 1st*. For salary advancement effective at the beginning of the second semester an official transcript of credits completed must be submitted to the Personnel Office on or before **March 1st**.
- 6.3.1.4 Professional educators not meeting the District's advanced training requirement shall be frozen at their last year's salary and W.R.S. excluding insurance. Once the advance training requirements are met, the following procedure shall take place: educators shall advance vertically to the designated training level step and advance horizontally to the appropriate years of experience and continue one step for each succeeding year until the top has been reached, another vertical move earned, or the educator again becomes frozen. Credits may be earned by attending an institution of good standing as defined by the North Central Association, another similar accrediting body or the Wisconsin Department of Public Instruction.
- 6.3.1.5 If District pays for credits there is no salary advancement.
- 6.3.1.6 **Level 3** - Professional educators with terminal degrees (e.g., second master's degrees, educational specialist degrees) shall be placed on Level 3 of the basic salary schedule in accordance with *Article 6.3 - Advanced Training*.
- 6.3.1.7 **Level 4** - Professional educators with doctorate degrees shall be placed on Level 4 of the basic salary schedule in accordance with *Article 6.3 - Advanced Training*.

6.4 INITIAL PLACEMENT

- 6.4.1 **Prior Experience** - The District has the authority to place professional educators new to the District on a salary schedule step of its discretion.
 - 6.4.1.1 **Increasing Yearly Experience Limits** – For each of the following contract years, the credit for prior experience that may be granted to professional educators hired by the District for teaching or professional experience shall not exceed the listed maximum number of years:

2003-2004	9 years
2004-2005	10 years
2005-2006	11 years
2006-2007	12 years
2007-2008	13 years
2008-2009	14 years
2009-2010	15 years
2010-2011	15 years
 - 6.4.1.2 **Full-time Partial Year Experience** - One year of credit will be granted for each year of teaching or professional experience during which the professional educator was under contract for at least 75% of the academic year in the educational system where previously employed. For partial years, one half year of credit will be granted for each semester that the educator was under contract for at least 70 days. The credit for full and half years will be totaled and placement on the salary schedule will be based on the total, rounded to the nearest full year.
 - 6.4.1.3 **Part-time Experience** – Credit for years of part-time experience will be prorated based on the percentage of a full-time professional educator load worked. Credits for prorated years will be totaled for qualified positions. Salary placement will be based on the total rounded to the nearest full year.
 - 6.4.1.4 **Outside Experience in Non-Educational Settings** – Professionally certified clinicians (Occupational Therapists, Physical Therapists, School Psychologists, School Social Workers, and Speech and Language Pathologists) hired by the District shall receive up to full credit on the salary schedule for the consecutive years of clinical experience in a non-educational (private sector) setting earned immediately preceding their employment by the District, where such clinical experience required preparation and licensing similar to that required by the District for the position for which the professionally certified clinician is hired. No more than one year of experience will be granted for each calendar year of clinical experience.
 - 6.4.1.5 **Occupational Experience** – One year of credit will be granted for each two years of occupational experience for the consecutive years of occupational work experience immediately preceding employment by the District, where such work experience was relevant to the position for which the

professional educator is hired. No more than five years of credit on the salary schedule may be granted for occupational experience.

6.4.1.6 When professional educators are hired, they must maintain the certification they had upon hire. After ten (10) years of not using the certification/license, a professional educator shall be able to drop the certification/license after consulting with his/her supervisor.

6.4.2 **Graduate Credits Earned Prior to Bachelors Degree** – Professional Educators with graduate level credits earned before the granting of a baccalaureate degree shall not receive credit for those graduate hours when initially placed on the salary schedules unless those credits have been accepted by an approved Masters Degree Program. Upon submitting certification that the professional educator has been accepted in an approved Masters Degree Program, credit on the salary schedule will be granted. Advanced training credit will be in accordance with the other provisions of this Article.

6.5 WAGE SCALE ABOVE 190 DAYS

6.5.1 The wage scale of all staff members contracted to work above the 190 day school year shall be prorated at 1/190 for each day worked over the 190 day contracts.
See Exhibit E-1. Per diem rate calculation is based on basic salary schedule placement, not including longevity or any other additional monies.

6.5.2 The salary schedule shall be modified by mutual agreement between the BEA and the Board of Education. Should the 190 day (7 ½ hours per day) calendar change the number of contract days shall be adjusted by the number of days/hours added or deleted. As of the 2001-2003 BEA Agreement the number of contract days are equal to 190 (7 ½ hours per day).

6.6 LONGEVITY PAY – Professional educators who currently receive longevity pay shall be frozen at their current longevity dollar amount. Longevity pay shall be unavailable to any professional educator who does not currently receive it.

6.6.1. The base rate shall be calculated as follows:

6.6.1.1 100% of the difference between Step 13 and 14 on MA+30 lane.

Longevity based on years completed:

16-19 Years \$2,009

20-24 Years \$2,219

25-29 Years \$2,429

30-34 Years \$2,639

35+ Years \$2,849

6.6.2 In the event that a School District of Beloit retiree accepts a one-year or partial year contract after they have retired, they are not eligible for longevity based upon the number of years they worked in the district prior to their retirement.

6.7 PROFESSIONAL GROWTH REQUIREMENTS – (This shall not apply to school nurses.)

6.7.1 **Life License - Less Than Master's Degree** - Professional educators who have less than a Master's degree shall present to the Personnel Office an official transcript(s) reflecting that they have earned at least six (6) semester hours of credit in a five (5) year period.

6.7.2 **Life License - Attained Master's Degree** - Professional educators who have attained at least a Master's degree shall maintain efficiency which the salary schedule indicates through acceptable further study, work or travel, earned or completed outside the contractual school day. Pre-approval is required only when an official college or university transcript will not be presented.

6.7.2.1 Each week of prior approved travel shall be equivalent to ½ credit. Travel shall be scheduled for at least five (5) consecutive days. Duplication of activities shall be prohibited within a five (5) year period for travel credit.

6.7.2.2 Audit of a college or university course shall count 2/3 of a credit. (3 credit course shall equal 2 credits.)

6.7.2.3 Institute or workshop attendance shall be determined as follows: 10 hours = 1 CEU or 1/3 credit.

6.7.2.4 Each week of prior approved activities shall be equivalent to ½ credit. Activities shall be scheduled for at least five (5) days. Duplication of activities shall be prohibited within a five (5) year period for prior approved activities credit.

6.7.3 Renewable License - Professional Growth Requirements

Professional educators who do not possess a Life License shall fulfill the Department of Public Instruction Continuing Professional Education Requirement for renewal of teaching license. The professional educator may submit official transcripts of credits earned or a DPI approved verification of equivalency clock hours or DPI approved CEU credits to advance on the salary schedule.

6.7.4 Initial Educator License Progress to Professional Educator Status

In accordance with PI-34 law, the Board and the BEA recognize that newly graduated and licensed teachers starting the Fall of 2004 will require renewing their license in accordance with DPI requirements. Any impact upon professional educators as a result of PI-34 shall be subject to the negotiations process by both parties.

6.8 PENALTY CLAUSE OF RESIGNATIONS

6.8.1 As a professional courtesy, professional educators considering leaving the District shall notify the District Personnel Office of their potential resignation on or before April 1st.

6.8.2 Professional Educators resigning after April 1st will not be released from their contract with the District until a replacement has been employed.

6.8.3 Professional educators who submit resignations to the District Personnel Office after April 1st will be assessed a \$250.00 fine by the District. The District will waive this fine for professional educators who notify the Personnel office of their potential resignation on or before April 1st and submit their resignations on or before June 15th. Professional educators who submit resignations to the District after June 15th and on or before August 1st will be assessed a \$250.00 fine by the District. Professional educators who submit resignations to the District after August 1st will be assessed a \$500.00 fine by the District. This amount can only be assessed to the professional educator, not to the BEA.

Article - 7
EXTRA DUTIES

7.1 SALARIES OF PERSONNEL DRAWING COMPENSATION ABOVE BASIC SCHEDULE

- 7.1.1** All extra payments or activities compensated on a time release basis not shown on basic salary structure must be approved by the Superintendent or designee. Extra payments, unless otherwise specified, shall be included in the contract extended to professional educators with complete delineation as to what the basic salary plus extra payment includes. See Exhibit F-1a.
- 7.1.2 Unfilled extra curricular positions** - Any professional educator currently fulfilling an extra curricular duty who concurrently assumes the additional responsibilities of an unfilled extra curricular position shall receive two hundred (200) per cent compensation for their contracted assignment.
- 7.1.3** The extra curricular salary provisions in *Article 7* are in addition to the basic salary schedule. Salaries of professional educators not covered by the provisions in *Article 7*, shall be determined by the Board upon recommendation of the Superintendent or designee.
- 7.1.4** Where a Nurse works beyond the contracted day due to either emergent circumstances, an IEP meeting, or as necessary to fulfill District obligations, the District shall compensate the Nurse at that Nurse's per-diem rate. Other duties performed beyond the normal work day shall be compensated at the rate set forth on the compensation for extra-duty schedule.

7.2 DEPARTMENT / AREA CHAIRPERSONS

- 7.2.1 Senior High Department Chairperson - BMHS** – There shall be 12 department chairperson positions at Beloit Memorial High School. The building principal shall determine the configuration of departments for the chair positions beginning with the 2001-2002 school year subject to compliance with the following guidelines:
- 7.2.1.1** All department chairperson positions shall be advertised within the high school.
- 7.2.1.2** The tenure of department chairpersons shall be staggered for a period of one (1), two (2), or three (3) years. One-third (1/3) of the department chairpersons shall be recommended to serve for a period of one (1) year. One-third (1/3) of the department chairpersons shall be recommended to serve for a period of two (2) years. One-third (1/3) of the department chairpersons shall be recommended to serve for a period of three (3) years. After the initial phase in period, all terms shall be for a period of three (3) years.
- 7.2.1.3** The department chairperson's interview committees shall be diverse and shall include the principal, department member(s).
- 7.2.1.4** The building principal shall make a recommendation to the Personnel Office annually regarding department chairpersons' assignments. Each chairperson appointed and approved shall receive the amount stipulated in the compensation for Extra Duties Schedule.
- 7.2.2 Department Chairpersons - Middle Schools** – There shall be eight (8) department chairperson positions at each middle school with shared positions between schools allowed if mutually agreeable. The building principal at each school shall determine the configuration of departments for the chair positions beginning with the 2001-2002 school year subject to compliance with the following guidelines:
- 7.2.2.1** All department chairperson positions shall be advertised within each middle school.
- 7.2.2.2** The tenure of department chairpersons shall be staggered for a period of one (1), two (2), or three (3) years. **Two (2)** of the department chairpersons shall be recommended to serve for a period of one (1) year. **Three (3)** of the department chairpersons shall be recommended to serve for a period of two (2) years. **Three (3)** of the department chairpersons shall be recommended to serve for a period of three (3) years. After the initial phase in period, all terms shall be for a period of three (3) years.
- 7.2.2.3** The department chairperson's interview committees shall be diverse and shall include the principal, department member(s).
- 7.2.2.4** The building principal shall make a recommendation to the Personnel Office annually regarding department chairpersons' assignments. Each chairperson appointed and approved shall receive the amount stipulated in the compensation for Extra Duties Schedule.

7.2.3 Elementary Area Chairpersons – There shall be four (4) department chairperson positions at the elementary school level. The Assistant Superintendent for Educational Services, and/or Assistant Superintendent for Pupil Services shall interview applicants for elementary area department chairperson positions.

Art
Music
Physical Education
Student Services

7.2.3.1 All four (4) area department chairperson position vacancies shall be advertised within the School District of Beloit, as terms expire or vacancies occur.

7.2.3.2 The tenure of area department chairpersons shall be for a period of two (2)-years: Art and Physical Education ending in odd number years and Music and Student Services ending in even number of years.

7.2.3.3 The Assistant Superintendent for Personnel or designee will annually notify the Assistant Superintendent for Educational Services regarding department chairperson's assignments. Each chairperson appointed and approved shall receive the amount stipulated in the Compensation for Extra Duties Schedule.

7.2.4 Nurse Department Chairperson – District-Wide - There shall be one (1) department chairperson at the district-wide level.

7.2.4.1 The department chairperson shall be advertised district-wide, as terms expire or vacancies occur.

7.2.4.2 The tenure of the Nurse Department Chairperson shall be three (3) years.

7.2.4.3 The Assistant Superintendent for Educational Services, and/or Assistant Superintendent for Pupil Services along with one nurse shall interview applicants for the Nurse Department Chairperson position.

7.3 COOPERATING PROFESSIONAL EDUCATORS

7.3.1 Volunteers and Interns - Volunteers and interns shall not be used to replace or supplant bargaining unit members. Intern professional educators shall be assigned to a bargaining unit member as a cooperating professional educator. Cooperating professional educators shall be compensated at an amount as set forth on the Compensation for Extra Duties Schedule.

7.3.1.1 Assignment of such professional educators shall be by the building principal with professional educators being notified in writing at the start of each semester.

7.3.1.2 Participation shall be voluntary.

7.3.2 Student Teachers / Non-Paid Differentiated Staff Intern

7.3.2.1 Assignment of student teachers / non-paid differentiated staff interns shall be done by central administration.

7.3.2.2 Professional educators being requested to serve as a cooperating teacher of a student teacher/non-paid differentiated staff intern shall be informed of the rate of compensation by the training institution.

7.3.2.3 Participation shall be voluntary.

7.4 TRAVELING PROFESSIONAL EDUCATORS / TRANSPORTING STUDENTS IN PERSONAL VEHICLE -

Professional educators shall be reimbursed for mileage at the IRS standard rate. When a professional educator is required to use a car daily to get from one job assignment to another, the professional educator shall receive a \$150.00 yearly stipend for use of the motor vehicle. The \$150.00 stipend applies to professional educators who travel five (5) days per week between buildings. This amount shall be prorated based on the number of days that the professional educator travels between buildings, should the number of days be less than the five (5) stated above. Valid driver's license and certification of insurance shall be required for \$300,000 prior to payment of the reimbursement on an annual basis.

7.4.1 A meeting shall be arranged between the traveling professional educator and the designated building supervisors to review the traveling schedule.

7.4.2 Transporting Students In Personal Vehicles – Professional educators who voluntarily elect to transport students in their personal vehicles should be aware that their personal vehicle insurance will be considered as primary coverage. The School District of Beloit's insurance provides secondary coverage subject to the provisions of *Section 7.4*. If a professional educator is required to use their personal vehicle to transport

students as a part of their job, or if directed in writing by their supervisor to provide transportation, a district wide form shall be completed stating the District's insurance shall provide primary coverage.

7.5 POSITIONS COMPENSATED ON HOURLY BASIS

7.5.1 Curriculum Development - Professional educators voluntarily accepting an offer to develop District curriculum or serve on a District initiated committee beyond contracted school hours during the school calendar year shall be paid at the rate set forth on the Compensation for Extra Duties Schedule (Exhibit E-2b). It is understood that bargaining unit professional educators voluntarily participating in curriculum development, or committees as governed by this section, shall to the greatest extent possible, be compensated according to the guidelines stated in this section.

7.5.1.1 A professional educator shall not be assigned to teach a course without an established written curriculum.

7.5.1.2 Curriculum writing for courses new to the District shall be compensated according to the rate set forth in Exhibit E-2b.

7.5.2 Professional educators voluntarily accepting to teach outside the school day shall be paid at the rate set forth on the Compensation for Extra Duties Schedule (Exhibit E-2b).

7.5.3 Lunch Duty (K-12) - All assignments occurring during the lunch period/time shall be considered voluntary. Lunch period/time assignments shall be compensated at the amount as set forth on the Compensation for Extra Duties Schedule.

7.5.4 IEP Team Meetings

7.5.4.1 Summer IEP Team Meetings – Professional educators voluntarily accepting to participate in an IEP Team Meeting that occurs beyond the school year for educators shall be paid at their per diem rate upon filling out the correct form. That form shall be signed by the building principal for verification and then sent to the Assistant Superintendent for Pupil Services or designee for signature prior to compensation.

7.5.4.2 IEP Team Meetings After Contracted Day – Professional educators who participate in IEP Team Meetings that extend beyond contracted school hours during the school calendar year shall be paid at their per-diem rate upon filing the correct form. That form shall be signed by the building principal for verification and then sent to the Assistant Superintendent for Pupil Services or designee for signature prior to compensation.

7.5.5 Medicaid Compensation

7.5.5.1 The Superintendent or designee shall designate the professional educators who are responsible for completing Medicaid eligible service logs, which shall be submitted once (1) per month as part of their professional duties.

7.5.5.2 Professional educators shall be compensated for Medicaid eligible services. Compensation shall be paid once a semester and subject to the receipt and approval of completed Medicaid documents processed prior to the payroll cycle.

7.5.5.3 Eligible professional educators shall be paid the rate outlined in the Annual Stipend Amounts for Medicaid Billing. See Exhibit E-2b.

7.5.5.4 Every effort shall be made to balance caseloads of professional educators required to complete MA Billing information.

7.6 EXTRA-CURRICULAR DUTIES - Athletics 6-12

7.6.1 This section applies only to athletics in grades 6-12.

7.6.2 All extra-curricular activities shall be voluntary unless the District can demonstrate that there are no reasonable alternatives. The delineation of such duties and compensation shall be written as an addendum to the individual professional educator's contract.

7.6.3 The person currently contracted in the extra-curricular position is to be considered as continuing into the ensuing school year, unless notification from the Superintendent or designee to the contrary is received prior to **February 28th**, except coaches of spring sports, who shall receive notification prior to **May 15th**.

- 7.6.4** The extra-curricular position is considered acceptable unless the professional educator indicates in writing to the Superintendent or designee by **March 1st**, except coaches of spring sports, who shall notify the Superintendent or designee by **May 30th**, that they wish to be relieved of the position.
- 7.6.5** In the event the professional educator so indicates, efforts will be made to find a qualified replacement. In the event such replacement cannot be found, the professional educator will be assigned to the position for a period of time not to exceed one (1) year and during that time efforts shall continue to find a replacement.

7.7 ELEMENTARY EXTRA-CURRICULAR AND ATHLETIC PROGRAMS

7.7.1 Intermural guidelines and responsibilities

- 7.7.1.1** Taking responsibility for any segment of the program shall be voluntary.
- 7.7.1.2** Regardless of the school size, time spent in coaching or practice or in directing a team in play is the same for all involved.
- 7.7.1.3** The rate of compensation for the intermural position shall be the same for all schools as shown in the Compensation for Extra Duties Schedule.
- 7.7.1.4** The Elementary Department Physical Education Chairperson shall provide officials for all intermural activities.
- 7.7.1.5** Compensation shall be provided within thirty (30) days after completion of the program and approval by the building principal. If only a portion of the program is completed, the coach shall be paid for said portion.

7.7.2 Intramural

- 7.7.2.1** Programs in operation shall be evident on bulletin boards. Team rosters and a schedule of games shall be submitted to the principal and the Elementary Department Physical Education Chairperson. At the conclusion of a program, the coach shall report a summary of game results, team standings, times of activities, number of participants, to the building principal on the form provided. Compensation shall be provided within thirty (30) days after completion of the program and approval by the building principal.
- 7.7.2.2** No compensation shall be provided for any segment (fall-winter-spring) program which is not operative. If only a portion of the program is completed, the coach shall be paid for said portion.
- 7.7.2.3** The same pay structure shall apply to all schools as shown in the Compensation For Extra Duties Schedule.
- 7.7.2.4** Coaches shall schedule their own intramural program as to dates and times that best meet the needs of the specific school. All coaches receiving compensation will be present to supervise every time the program is in operation.

7.7.3 Assignment Agreement

7.7.3.1 Intermural (between buildings)

- 7.7.3.1.1** Winter - Basketball - Two coaches for the boys; two coaches for the girls. Departure from the above would require special circumstances and permission from the Elementary Department Physical Education Chairperson.

7.7.3.2 Intramural (within building)

- 7.7.3.2.1** Fall: Sports - Maximum of four coaches for the two activities. If two people choose to split one of four jobs they would also split the compensation. Each two coaches must have a minimum of eight hours of activity.
- 7.7.3.2.2** Spring: (co-ed) - A maximum of two coaches. Each two coaches must have a minimum of ten hours of activity.

Article - 8 BENEFITS

8.1 SUMMARY PLAN DOCUMENT DISTRIBUTION

8.1.1 Summary Plan Document Package for health, prescription drug, dental, life, long term disability and short term disability coverage shall be provided to each professional educator hired within thirty (30) days of commencement of employment, and to each professional educator before January 15, 1994. (*Historical Reference*)

8.2 MEDICAL AND DENTAL INSURANCE

8.2.1 The Board shall provide medical and dental coverage for all professional educators pursuant with the Insurance Plan Document dated August 18, 1997, and written amendments thereto as agreed by the parties. The District shall provide a copy of the Summary Plan Document to each covered professional educator, and one (1) Plan Document per building. The Board retains the right to select insurance carriers, self-fund and select third party administrators.

8.2.1.1 In the event that a School District of Beloit retiree accepts a one-year or partial year contract after they have retired, the retiree will not be eligible for an additional year or partial year of District paid Medical, Dental, or Prescription Drug Insurance. A one year or partial year contract will not extend a retiree's early retirement Medical, Dental, or Prescription Drug benefit.

8.2.2 **Mandated Benefits** – The benefits noted in the Insurance Plan Document shall include all benefits mandated for insured plans by law, as such mandated benefits exist for insured plans as of the date of this Agreement or are hereafter required by law for all insured plans, whether or not such benefits are mandated by law for self-funded plans. Medical, prescription drug and hospitalization coverage shall reflect the mandated benefits by **January 1st** of the ensuing calendar year. A copy of newly mandated benefits shall be sent to each employee by **February 1st**.

8.2.2.1 **Medical Plan Election** – Effective September 1, 2001, all professional educators shall have the option of participating in the District's PPO Medical plan or the District's Indemnity Medical Plan. Both options cover the same services. Each Health Plan year, professional educators will be allowed to change their election.

8.2.2.2 Married Professional Educators who are both employed by the district and have no other dependents shall have the option to enroll as individual single policy participants.

8.2.3 **Annual Premiums**

8.2.3.1 **Medical and Prescription Drug Insurance** – Effective August 25, 2011, employees will be responsible for payment up to 12.6% of the total monthly premium payable for the health care plan offered by the District. The District reserves the right to reduce premium percentage payments should greater cost savings be achieved through redesign of the current health plan.

8.2.3.1.1 The Board agrees to pay an annual contribution rate equal to the monetary rate of the PPO contribution rate for each single and family Indemnity plan according to the criteria indicated above in 8.2.3.1. The employee shall pay the remainder of the premium for the single and family Indemnity plan coverage.

8.2.3.2 **Dental Insurance** - The Board shall provide dental insurance for all professional educators. The Board shall pay 100% of the premium equivalent for family or single coverage. Dental insurance coverage shall be provided pursuant with the Insurance Plan Document dated August 18, 1997, and written amendments thereto as agreed by the parties.

8.2.3.3 The District shall set the premium equivalent at a level sufficient to pay the fees of the plan(s) and the costs of all claims incurred during the plan year(s), including an adequate reserve for incurred but not reported claims. The premium equivalent shall be based on the groups experience and on competent actuarial projections.

8.2.3.4 All information used to establish the premium equivalent for the next plan year shall be made available to the BEA prior to the plan year.

- 8.2.3.5** Should the plan(s) develop a surplus in excess of the amount needed to adequately fund the plans(s), as determined by DPI, the Board shall waive premiums to comply with Wisconsin Department of Public Instruction rules and regulations. *See Provisions in 6.2.6*
- 8.2.4** **Separate Fund** The premium equivalent(s) shall be deposited in equal monthly installments and maintained in a separate fund. The premium equivalent(s) shall be used for no other purpose than the payment of claims, maintenance of reserves, and the payment of costs of the plan(s), such as claims processing and other administrative fees and stop-loss insurance premiums. Any interest shall accrue to the fund and shall be used to offset the cost of the plan(s).
- 8.2.5** **Changes In Benefits** During the life of this Agreement the Board shall not amend the Insurance Plan Document, except for inclusion of mandated benefit(s) as set forth in 8.2.2, unless mutually agreed by the parties in writing.
- 8.2.6** All new and mandated benefits and premium changes shall be implemented effective **January 1st** of the ensuing calendar year unless the parties mutually agree in writing to an alternate date.
- 8.2.7** **Confidentiality** The third-party administrator(s) shall protect the confidentiality of all professional educators and their dependents. No professional educator of the District may review the files of the third-party administrator(s).
- 8.2.8** **Documents** The District will provide to the BEA copies of all documents made available at Board Meetings relative to insurances covered in this Agreement.
- 8.2.9** Should the District change carriers, all covered classes shall be eligible provided they enroll during the application period.
- 8.2.10** **Benefit Continuation and Conversion Notice** The District shall give written notification to all employees of their rights to continuation and conversion of health benefits in a timely manner after termination of employment.
- 8.2.11** The coverage provided shall contain a Non-Duplication Coverage Endorsement.
- 8.2.12** The Board shall permit any covered professional educator, retiring from education between fifty-five (55) and the age of Medicare eligibility their spouse, and eligible dependents, who have not yet reached their Medicare eligibility birthday to continue under the District Medical, Dental and Prescription Drug Plan(s) until Medicare eligible. The continuation cost shall be borne by the retiree and shall be assessed at the group premium rate. When Medicare eligible the continuation cost shall be borne by the retiree and shall be assessed at the group rate as a supplement to Medicare. Medicare shall be the primary coverage and district medical/prescription drug, dental shall be secondary or supplemental coverage.
- 8.2.13** The coverage provided shall include a Hospital Pre-certification Plan.
- 8.2.14** The employee may apply to have the District continue to pay the District's share of the medical/prescription insurance contribution if the employee has qualified for an occupational disability (Workers' Compensation) or Long Term disability (LTD) benefits. The employee is required to pay his/her share of the medical/prescription coverage contribution.
- 8.2.14.1** The application for continuance of the District's contribution of medical/prescription insurance premiums shall be submitted to the Business Office and accompanied by verification of LTD benefits or occupational disability (Workers' Compensation).
- 8.2.15** **Pre-Existing Conditions** - The pre-existing conditions clause within the current Health Insurance Contract dated January 1, 1991, is being eliminated effective July 1, 1996. *(Historical Reference)*
- 8.2.16** In the event that a School District of Beloit retiree accepts a one-year or partial year contract after they have retired, the retiree will not be eligible for an additional year or partial year of District paid Medical, Dental or Prescription Drug Insurance. A one year or partial year contract will not extend a retiree's early retirement Medical, Dental or Prescription Drug benefit.

8.3 PRESCRIPTION DRUG PROGRAM

- 8.3.1** The BEA and the Board agree to revise *Article 8 - Section 8.1 Medical and Dental Insurance* and the Medical and Dental Benefit Plan Document dated August 18, 1997 *(Historical Reference)* to incorporate the following consensus on prescription drug coverage:
- 8.3.1.1** The professional educator shall pay \$7.00 per prescription for generic drugs.

- 8.3.1.2 The professional educator shall pay \$12.00 if a doctor prescribes a name brand and there is no generic drug available.
- 8.3.1.3 The professional educator shall pay 30% of prescription cost if he/she requests non-formulary drugs. An employee will be charged the formulary fee of (\$12.00 per prescription) for a non-formulary drug if his/her physician submits a form (Attachment A-3) indicating that the non-formulary drug is a medical necessity.
- 8.3.1.4 Effective September 1, 2001. *(Historical Reference)*
- 8.3.1.5 The Administrator will not be named in the Agreement. Instead the School District of Beloit Administration will seek bids for a Prescription Claims Management Administrator.
- 8.3.1.6 Retain current prescription drug coverage consistent with the Medical and Dental Plan Document dated August 18, 1997. *(Historical Reference)*

8.4 **WELLNESS PLAN** - expired effective August 25, 2011.

8.5 **LIFE INSURANCE**

- 8.5.1 The Board agrees to provide a Basic Group Life Insurance Plan for all professional educators, with the annual premium paid entirely by the District. The choice of the insurance carrier is to be the exclusive right of the Board.
- 8.5.2 The Board reserves the right to self-fund Life Insurance Coverage.
- 8.5.3 The Group Life Insurance Benefit is equal to the professional educator's annual basic salary. Life insurance is paid up upon age 65 then subject to the following death benefit reduction schedule:

<u>Age</u>	<u>Death Benefit Reduction Percentage</u>
65	25%
66	50%
67+	75%

- 8.5.4 In the event that a School District of Beloit retiree accepts a one year or partial year contract after they have retired, the retiree will not be eligible for an additional year or partial year of employee paid life insurance.

8.6 **LONG TERM DISABILITY INSURANCE (LTD)**

- 8.6.1 The Board agrees to provide a Long Term Disability Insurance Plan for all professional educators, with the annual premium paid entirely by the District. The choice of the insurance carrier is to be the exclusive right of the Board. The LTD Insurance coverage shall be substantially equivalent to the WEAC Plan #683007 dated January 1, 1991. See Exhibit C *(Historical Reference)*
- 8.6.2 Professional educators who become disabled and have accumulated sick leave that could be paid after qualifying for LTD benefits (e.g. more accumulated sick leave than the plan waiting period), will have the option of using sick leave or drawing LTD benefits, but not both. The District shall pay premiums for covered disabled professional educators until "waived" by the plan (e.g. at the end of the waiting period). LTD premiums for covered disabled employees shall be waived at the end of the qualifying period of sixty (60) days, as defined by the plan.
- 8.6.3 Long Term Disability Insurance is designed to replace a professional educator's take-home pay in the event the professional educator becomes totally disabled as the result of an accident or illness.
- 8.6.4 Long Term Disability Insurance shall include the following items:
 - 8.6.4.1 **Qualifying Period** - The waiting period shall be sixty (60) days.
 - 8.6.4.2 **Benefit Level** - The monthly benefit shall be 90% of a monthly salary.
 - 8.6.4.3 **Benefit Period** - To age sixty-five (65) for accident or sickness (if the qualifying period is completed between the professional educator's sixty-fourth (64th) and sixty-fifth (65th) birthday benefits are payable for twelve (12) months.
 - 8.6.4.4 **Basic Benefits**

- 8.5.4.4.1 **Drug and Alcoholism** -- Benefits are available the same as any other illness.

8.5.4.4.2 Pre-Existing Conditions -- Covered immediately if the individual is at work when the coverage commences.

8.5.4.4.3 Consumer Price Index / Urban (CPI-U) -- Adjustments to a disabled person(s) benefit will be made periodically based on Consumer Price Index - Urban Cost Of Living Adjustment (CPI-U COLA) contained in the LTD Plan. See Exhibit C.

8.6.4.5 Options Include

8.5.4.5.1 Social Security Freeze - The amount of reduction in LTD benefit resulting from Social Security payments shall be calculated and then frozen when disability benefits begin. Any later changes in Social Security benefits shall not be used as offsets. This freeze shall remain in force only as long as the policy is in force.

8.6.4.5.2 Primary Offset - If a disabled professional educator is eligible for Social Security benefits, only the individual's and not the family benefit will be subtracted from the LTD benefit.

8.6.4.5.3 Benefit Reductions - Any payments to which the professional educators are entitled (Social Security, Occupational Disability, Wisconsin Retirement System, and governmental disability or retirement plan, any employer-sponsored disability or retirement plan, or any retirement or disability plan for which your employer makes a contribution or provides payroll deductions) shall be used as offset against benefits payable by this program.

8.7 125 FLEXIBLE SPENDING ACCOUNT

8.7.1 Un-reimbursed medical expenses - Vision, Hearing, etc.

8.7.2 The employee has the option of designating monies as pretax dollars through payroll deduction.

8.7.3 It is further understood that any unused monies do not carry to the following insurance year and will be returned to the District.

8.7.4 A School District of Beloit "Flexible Benefit Summary Plan Description" will be distributed to employees whenever there is a change in the laws.

8.7.5 The choice of the Flexible Benefit Plan provider is to be the exclusive right of the Board.

8.8 VOLUNTARY EMPLOYEE BENEFITS

Neither the District nor the BEA recommend or endorse these optional coverages (Reference Article 1.5 for voluntary employee benefits that qualify for payroll deduction)

8.8.1 The District will provide employees with the opportunity to purchase additional group life insurance from the same carrier. The cost shall be borne by the employee.

8.8.2 The District will provide employees with the opportunity to purchase additional dependent/spouse life insurance from the same carrier. The cost shall be borne by the employee.

8.8.3 The District will provide employees with the opportunity to purchase additional short-term disability from the same carrier. The cost shall be borne by the employee.

8.8.4 The District will provide employees with the opportunity to purchase additional long-term care insurance from the same carrier. The cost shall be borne by the employee.

Article - 9
RETIREMENT

- 9.1 WISCONSIN RETIREMENT SYSTEM** - Effective August 25, 2011, Professional Educators shall contribute 50% of the Wisconsin Retirement System contribution, currently estimated to be 5.8% of salary.
- 9.2 EARLY RETIREMENT** - The early retirement benefit program offered by the District will continue during the term of this agreement. Those who qualify for the program will receive full benefits under the plan. The District and the Union will use the OBC, in concert with other unit representatives, to explore successor plans featuring reduced benefit years; the approval of which shall rest with the District. This successor plan will include a reduction of at least two (2) benefit years beginning with the 2013-2014 benefit year. A finalized successor plan will be established for Board consideration by March 1, 2012.
- 9.2.1 Description** - Early retirement benefits shall be available to professional educators who are at least age fifty-five (55) and who resign their regular duties.
- 9.2.2 Eligibility** - Professional educators who have been employed at least fifteen (15) years in the District and are at age fifty-five (55) on or before the first day of the semester that retirement will take effect will be eligible for these early retirement benefits provided the retirement takes effect only at the start of a school semester.
- 9.2.3 Application** - Professional educators who plan to take early retirement shall notify the Superintendent or designee, of their intent to do so by **October 1st** if retiring at the end of the first semester of the current school year, and by **March 1st** if retiring at the end of the second semester of the current school year.
- 9.2.4 Insurance Coverage**
- 9.2.4.1** Professional educators who voluntarily retire, pursuant to this Article or otherwise, shall remain in the group medical/prescription drug and dental insurance plans maintained by the District, subject to the rules of the insurance carrier or the District if the District medical/prescription drug and dental plan is self-funded.
- 9.2.4.2 Medical/prescription drug and dental Insurance** - Any certified professional educator who retires pursuant to this provision shall have the Board contribute the amount set forth in *Article 8* for single or family plan medical/prescription drug and dental insurance. The Board shall have the option to purchase medical/prescription drug and dental insurance in the District's self-funded plan or to purchase a medical/prescription drug and dental insurance plan from another carrier. The professional educator shall pay any costs exceeding the amounts set forth in Article 8.
- 9.2.4.3** [Effective for those retiring after June 30, 2003, professional educators will be eligible for up to eight (8) years of medical/prescription drug insurance.] (*Historical Reference*)
- 9.2.4.3.1 Death Benefits** - The District's medical/prescription drug and dental insurance coverage of retirees, who expire after qualifying for early retirement, may be transferred to the deceased employee's spouse/dependent(s) as defined by the insurance plan document dated August 18, 1997. (*Historical Reference*) After the eligible early retirement insurance benefit period, the spouse/dependent(s) may participate in the group medical/prescription drug and dental insurance plan at their expense consistent with the plan provisions in effect.
- 9.2.4.3.2** When an employee expires and is not eligible for the benefits allowed for early retirees, the surviving spouse/dependent(s) may continue to participate in the medical/prescription insurance coverage at their own expense consistent with the plan provisions in effect after expiration of COBRA rights.
- 9.2.4.4** The District shall make the same medical/prescription drug, insurance premium contributions on behalf of professional educators who retire as it makes on behalf of all other professional educators. Retirees may exercise their option to use the medical/prescription drug, benefits for the first six (6) years between ages fifty-five (55) and the age of Medicare eligibility. After the first six (6) years, and the age of Medicare eligibility or after the retiree has exhausted the Board paid contribution period, the retiree at the retiree's expense, may continue to participate in the medical/prescription drug insurances at the full premium applicable at that time until the age Medicare eligible. At the age of Medicare eligibility the continuation cost shall be borne by the retiree to be assessed at the group premium rate, as a supplement to Medicare. Medicare shall be the primary coverage and the District medical/prescription drug plan shall be secondary to supplemental coverage. [Effective for those

retiring after January 1, 1998, professional educators will be eligible up to eight (8) years of medical/prescription drug and dental insurance.] The cost for this provision shall be a part of the total QEO package. *(Historical Reference)* [Effective for those retiring after January 1, 2004, professional educators will be eligible for four (4) years of dental insurance paid by the Board of Education after which the retiree may continue in the District's dental plan at the retiree's expense.] [Effective for those retiring after January 1, 2005, professional educators will no longer have early retirement dental benefits paid for by the Board of Education. The retiree, at the retiree's expense may continue to participate in the District's dental plan.]

9.2.4.5 In the event that a School District of Beloit retiree accepts a one year or partial year contract after they have retired, the retiree will not be eligible for the following employee benefits: Wisconsin Retirement contributions, health, dental, and life insurance. A one year or partial year contract will not extend any of the retiree's early retirement benefits.

9.2.4.6 All retired professional educators may continue their basic group life insurance benefit at their own cost. The benefit equals the professional educator's basic salary at the time of retirement and is paid up at age 65 then subject to the death benefit reduction schedule under Article 8.5.3.

9.2.4.7 In the event that a School District of Beloit retiree accepts a one-year or partial year contract after they have retired, they are not eligible for longevity based upon the number of years they worked in the District prior to their retirement.

9.2.4.8 Disability status does not disqualify employees otherwise eligible for early retirement benefits pursuant to this article.

9.2.4.9 In the event that the District purchases medical insurance from another carrier, in order to be eligible for insurance coverage under said plan, each professional educator must opt into the plan at least thirty (30) days prior to leaving the District's self-funded insurance plan.

9.2.5 **Validity** - If any aspect of this article is found to be discriminatory or in violation of the Federal Age Discrimination in Employment Act, the Wisconsin Fair Employment Act, or any other state or federal law by any court of competent jurisdiction or administrative agency, then the entire article shall be considered null and void.

Article - 10
INSTRUCTIONAL LOAD

10.1 ARRIVAL AND DEPARTURE TIMES

10.1.1 The objective of this Agreement is to grant the greatest possible degree of autonomy to professional educators in relationship to the needs of student, parent/guardian, staff and/or administration. The term normal work day means the professional educators shall be ready to perform their duties. The professional educator's work day shall normally be eight (8) hours. Professional educators are expected to exercise reasonable and prudent independent professional judgment in making the decisions necessary to fulfill their professional responsibilities.

10.1.1.1 Professional educators shall attend up to three (3) District-wide meetings not to exceed 4:30 p.m.

10.1.1.2 The first two **contract** (2) days of the school year shall be designated for professional educator preparation time. The principal or supervisor may hold a staff meeting on either day not to exceed three (3) hours in length.

10.1.1.3 The building principal may seek/assign staff members on an equitable, rotating basis to provide for student supervision needs before and after school, which shall result in no increase in the length of the workday for volunteers. The principal and professional educator(s) involved shall execute a signed written agreement of conditions and parameters.

10.1.2 Traveling Professional Educators shall be provided the same preparation and planning time as other professional educators.

10.1.3 Work Day Parameters for Staff with Differentiated Duties

10.1.3.1 **Definition** – any professional educator who is not assigned duties comparable to the normal teaching load at the elementary or secondary level.

10.1.3.2 The differentiated duty staff member shall have the same amount of preparation time and duty-free lunchtime as the classroom professional educator. It is understood that differentiated staff perform a variety of tasks within their job description that require flexibility and consultation time. It is also assumed that the differentiated duty staff will carry out these duties following best professional practice and prudent judgment. If assigned to more than one building in one day, the staff member shall have the same amount of preparation and duty-free lunchtime as professional educators in the building where the differentiated staff is assigned in the morning.

10.1.3.3 Nurses shall take a thirty (30) minute duty-free lunch not to be concurrent with student lunch times.

10.2 ELEMENTARY INSTRUCTIONAL DUTIES

10.2.1 The workload for an elementary professional educator (PK-5) per school week shall be less than or equal to a maximum of 1570 minutes of assigned contact time.

10.2.1.1 Each elementary professional educator in grades K-5 shall have a weekly minimum of 3 ½ hours of specialists' instruction.

10.2.1.2 Each elementary professional educator shall have a daily minimum of thirty (30) continuous minutes of preparation and planning time within the students' day (exclusive of a five (5) minute passing period for specialists between sections).

10.2.1.3 An exception to this is that no specialist instruction will occur during the morning of the first student contact day of the year, and during the last half day of student contact of the year.

10.2.1.4 There shall be not less than forty-five (45) transition, preparation and lunch minutes between the elementary morning and afternoon sessions. Thirty (30) minutes of this is duty free lunch period. The change in lunch period shall result in no additional costs to the School District of Beloit.

10.2.1.5 For 1/2 day Pre-kindergarten / 1/2 day Kindergarten there shall not be less than one hundred (100) duty free minutes between the elementary morning and afternoon sessions. Thirty (30) minutes of this is duty free lunch and the rest is preparation / planning time.

10.2.1.6 The student day shall be determined by the Office of the Superintendent or Designee. The 3:00 to 3:45 afternoon periods of time shall be used as preparation time except on Wednesdays of the month, which may be designated as a staff meeting. One of these staff meetings shall be designated not to exceed 4:00 PM.

10.2.1.7 Elementary specialists will be considered full-time if their schedules include a minimum of 43 half hour sections of direct instruction and/or travel time per week.

10.2.2 Substitutes for Elementary Professional Educator Specialist - When elementary professional educator specialists require a substitute, the Board shall make every effort to provide one. In the event no substitute can be provided, the classroom professional educator shall teach the lesson of the educator specialist or teach a lesson from one of the core areas. If the elementary professional educator satisfies either of these conditions, that person shall be compensated at their prorated per diem rate.

10.3 MIDDLE SCHOOL INSTRUCTIONAL DUTIES

10.3.1 Based on a 8-Period Day

10.3.1.1 No more than 279 minutes of instruction per day

10.3.1.1.1 This time may be reconfigured by the professional educator teams to meet the academic needs of all students in consultation with the building administration.

10.3.1.2 Two (2) duty-free preps of not less than 90 minutes per day.

10.3.1.3 Traveling professional educators shall be provided the same preparation and planning time as other professional educators with a 30-minute traveling time built into their schedule per Article 10 section 10.1.2 of the BEA Agreement.

10.3.1.4 One of the assignments within the 270 minutes may be a homeroom.

10.3.1.4.1 Homeroom shall be defined as a time that will allow for interaction between students and one (1) teacher/staff member.

10.3.1.4.2 Homeroom may include any or all of the following but is not limited to: connections, silent reading, independent study time, re-teaching key concepts to students, retesting students or any other activity that will benefit students and support the standards.

10.3.1.4.3 Professional educators with differentiated duties i.e., media specialists, counselors, social workers, and psychologists may be assigned a homeroom, as long as it is in compliance with Article 10 section 10.1.3 of the BEA Agreement.

10.3.1.5 One staff meeting per month shall not exceed 4:00 PM. All other staff meetings shall not exceed 3:45 PM.

10.4 HIGH SCHOOL INSTRUCTIONAL DUTIES

10.4.1 Based on a 5 Block Student Day

10.4.1.1 No more than 285 minutes of instruction per day.

10.4.1.2 One duty-free preparation period not less than 80 minutes.

10.4.1.3 If the block schedule is eliminated, then it shall revert to an eight (8) period schedule.

10.4.1.4 The food service classes may be held during a Zero Hour (before 8:00 am).

10.4.1.4.1 The professional educator shall have an eight (8) hour day.

10.4.1.4.2 The professional educator shall be in attendance at all scheduled staff development activities.

a. The professional educator shall be in attendance at regularly scheduled staff meetings and the required 4:30 meetings.

b. Memorial Zero Hour – The food service and child care sections of the Multi-Hero classes may be held during a Zero Hour (before 8:00 a.m.)

10.4.2 One staff meeting per month shall not exceed 4:00 PM. All other staff meetings shall not exceed 3:45 PM.

10.5 PROFESSIONAL LEARNING COMMUNITIES - The District may assign two (2) Professional Learning Community meetings per week. One meeting may be during common prep time, and the other at a mutually agreed upon time by the PLC members.

Article - 11
PARENT/PROFESSIONAL EDUCATOR CONFERENCES

11.1 SPECIAL EDUCATION ANNUAL IEP PLAN CONFERENCES

- 11.1.1** Consistent with federal law, annual IEP Plan meetings shall be held on or before the anniversary dates as scheduled by the special education professional educators in coordination with parent(s) and all required staff. Ideally, annual IEP Plan meetings shall be scheduled during the building parent-teacher conference times or during the non-student contact times within the contract day. Each special education professional required to prepare IEP Plans shall be given one (1) full day of preparation time per school year. At the discretion of the Assistant Superintendent for Pupil Services or designee, additional preparation and/or IEP meeting time may be granted. Requests shall be submitted in writing by the professional educator to the Assistant Superintendent for Pupil Services or designee. The Assistant Superintendent for Pupil Services or designee shall provide a written response to the professional educator and a copy to the building principal and BEA President. Special Education IEP Plan meeting preparation date(s) shall be subject to the approval of the building principal.
- 11.1.2** Professional educators shall have the option of release time during the contract day for every hour or partial hour of conference time scheduled outside the contract day. Release time shall be scheduled by special education professional educators in conjunction with the building principal. Should they be unable to schedule release time, the professional educator shall be compensated at the per-diem rate.
- 11.1.3** When special education professional educators are granted leaves of absence, every effort should be made to complete the development of all annual IEP Plans prior to the leaves. When special education professional educators are granted a leave of absence and are not available for the development of the IEP Plans or the parent-teacher conferences or when their substitute does not have the qualifications for the development of the IEP Plans, the Director of Special Education shall assign a qualified professional to develop the IEP Plan and/or hold the parent-teacher conferences with the substitute teacher in attendance.
- 11.1.4** Any changes in the language of the Federal IDEA Law which impacts the current Agreement shall be referred to the Ongoing Bargaining Committee for review and/or contract updates.

Article - 12
SHARED DECISION MAKING

- 12.1 PHILOSOPHY** - The District believes that the process of site-based decision-making will increase openness of communication, promote trust, and enhance the ability to problem-solve.

Article - 13
PROFESSIONAL EDUCATOR MENTOR-MENTEE PROGRAM

- 13.1 PHILOSOPHY** - The philosophy of the Professional Educator Mentor-Mentee Program is to help professional educators succeed during their teaching experience in the District. The intent of the program is to be instructive and supportive rather than evaluative.

Article - 14
EVALUATION

- 14.1 EVALUATION/ASSESSMENT** - The Board and BEA shall collaboratively develop an evaluation instrument and evaluation timelines. A differentiated evaluation instrument shall be developed for differentiated staff (e.g. school psychologist, guidance counselor, reading specialist, school nurse).
- 14.2 PROFESSIONAL EDUCATOR PROBATION/JUST CAUSE** - All professional educators commencing employment with the District shall be on probationary status for three (3) years. No probationary professional educators shall be disciplined or suspended for a reason that is arbitrary and capricious. Professional educators dismissed during the probationary period shall have access to the grievance procedure but not arbitration.

Article - 15
WORKING CONDITIONS

- 15.1 GRADING INTEGRITY** – The Board and the BEA believe that professional educators are the best judges of student educational performance. Grades assigned by professional educators shall not be changed due to pressure from any group and/or individual for inappropriate reason. However, professional educators have a responsibility to establish student evaluation criteria and grading practices as befits their instructional objectives.
- 15.2 POLITICAL ACTIVITY**
- 15.2.1** The Board guarantees full equality to the professional staff with other citizens in the exercise of their political rights and responsibilities, such as voting, discussing political issues, campaigning for candidates, and running for and serving in public offices.
- 15.2.2** Professional educators shall refrain from exploiting the institutional privileges of their professional positions to promote candidates, political parties or personal points of view.
- 15.3 SERVICE CLUBS** - Professional educators may participate in the noon activities of the service clubs and other organizations at the request of the professional educator and the approval of the administrator involved. Examples of organizations and service clubs are as follows: Lions, Kiwanis, Optimist, Rotary, Cosmopolitan, Greater Beloit Association of Commerce and Altrusa.
- 15.4 INDIVIDUAL EDUCATION PROGRAM PLANS** – Individualized Educational Program Plans shall be computerized by the start of the 1994-95 school year. A professional educator responsible for annual IEP plan development may utilize the computerized approach available at all building sites or may develop plans manually. (*Historical Reference*)
- 15.5 INDIVIDUALIZED EDUCATIONAL PROGRAM PLAN TEAMS**
- 15.5.1 Summer IEP Team Meeting** – Professional educators voluntarily accepting to participate in an IEP Team Meeting that occurs beyond the school year for educators shall be paid at their per diem rate upon filling out the correct form. That form shall be signed by the building principal for verification and then sent to the Assistant Superintendent for Pupil Services or designee for signature prior to compensation.
- 15.5.2 IEP Team Meetings After Contracted Day** – Any professional educator who participates in an IEP Team Meeting that extends at least 30 minutes beyond contracted school hours during the school calendar year shall be paid at their per-diem rate upon filing the correct form. That form shall be signed by the building principal for verification and then sent to the Assistant Superintendent for Pupil Services or designee for signature prior to compensation.
- 15.6 EMERGENCY MEDICAL ISSUES** - Any person who renders emergency care at the scene of any emergency or accident in good faith shall be immune from civil liability for his/her acts or omissions in rendering such emergency care.
- 15.7 MEDICALLY FRAGILE**
- 15.7.1** No professional educator shall be directed to, volunteer for, or be required to carry out, assist in, or supervise the performance of medical acts as defined in Chapter 448, Wisconsin Statutes.
- 15.7.2** No professional educator shall be directed to, volunteer for, or be required to carry out, assist in, or supervise the performance of nursing acts as defined in Chapter 441, Wisconsin Statutes, for medically fragile students in special education or regular education classes. (This section shall not apply to nurses.)
- 15.8 LEAD PROFESSIONAL EDUCATOR**
- 15.8.1** All Lead Professional Educator positions shall be voluntary.
- 15.8.2** The parties agree that the District shall maintain liability, errors and omissions insurance coverage, the same as for any other professional educator.
- 15.8.3** Administration shall provide a job description, procedural guidelines, and an annual in-service to all Lead Professional Educators.
- 15.8.4** The parties agree that a professional educator who voluntarily accepts the position of lead professional educator shall not supervise or evaluate professional educators.
- 15.8.5** In the event the building principal is absent for fifteen (15) consecutive days, an acting principal shall be appointed. By mutual agreement, a BEA professional educator may be appointed as acting principal and an

agreement shall be developed. It will be the responsibility of the acting principal to present proof of certification.

- 15.8.6** BEA professional educators may elect to return to their previous teaching position without loss of seniority or benefits.

15.9 SEXUAL HARASSMENT (Other forms of harassment are covered in Article - 15.20)

- 15.9.1** The District agrees to abide by Board Policy and both State and Federal laws prohibiting sexual harassment.

15.10 PERSONAL PROPERTY DAMAGE

- 15.10.1** In an effort to avoid personal property loss, the District shall provide a secured place where each professional educator can lock up personal belongings within the assigned site.
- 15.10.2** The Board shall provide reimbursement for damage to professional educator's personal property engaged in breaking up a fight or resulting in an assault by a student or others.
- 15.10.3** Up to two hundred fifty dollars (\$250.00) shall be provided for each incident.

15.11 PROFESSIONAL EDUCATOR PROTECTION

- 15.11.1** At the beginning of each school year, the District shall inform the staff of their rights and obligations with respect to harassment, assault, and/or battery.
- 15.11.2** All professional educators shall report to the school principal/supervisor all cases of harassment, assault, and/or battery in which they are involved during the course of their employment from any source. A signed written report shall be filed no later than **twenty-four (24) hours** after the close of the day in which said event took place. If the professional educator is physically unable to file the report, the report shall be filed as soon as the professional educator is able. The principal shall send a copy of the report to the Superintendent who shall in turn forward a copy to the BEA.
- 15.11.3** If the professional educator wishes to file a criminal complaint against the alleged offender, the principal shall call the police to investigate the harassment, assault, and/or battery. In the event the professional educator is physically unable to file the complaint, the principal or designee shall call for a police investigation on behalf of the professional educator.
- 15.11.4** Any time student(s) or any other person(s) conduct represents a possible threat to the safety of professional educators, the District shall take appropriate steps including, but not limited to, the immediate removal of the student(s) or any other person(s). The professional educator has the right to get school District personnel to escort the student(s) or any other person(s) to the office.
- 15.11.5** No professional educator may be disciplined or discriminated against by the District in regard to terms or conditions of employment on the basis of any action taken by the professional educator to implement and maintain student control and discipline, provided that such action is consistent with existing Board policies governing student discipline of which the professional educator has been informed.
- 15.11.6** The District, subject to the professional educator's cooperation, shall defend and hold harmless the professional educator against personal liability for actions taken during the course of his/her employment and within the scope of his/her authority.
- 15.11.7** A professional educator who is harassed, assaulted, and/or battered, when acting within the scope of employment and is unable to resume work, shall suffer no loss of income or sick leave benefits, and shall be compensated according to the Worker's Compensation Provisions.
- 15.11.8** If criminal or civil proceedings are brought against a professional educator alleging he/she committed harassment, assault, and/or battery while acting within the scope of employment, the Board shall provide the professional educator all assistance pursuant to Wisconsin Statutes.
- 15.11.9** The District shall maintain and keep in full force and effect a liability insurance policies now in existence and shall furnish to the BEA a copy of said policy at the request of the BEA.

Article - 16
FILLING OF VACANCIES

16.1 EMPLOYMENT VACANCIES

- 16.1.1** The Superintendent or designee shall post a list of all professional educator vacancies and extra-curricular vacancies. A vacancy is any new, existing, or combined position that the District has determined to fill. All professional educator vacancies shall be advertised using, but not limited to, the Wisconsin Department of Public Instruction (WDPI) Job Posting Service (Internet) and the District's Employment Vacancies Notices. Extra-curricular vacancies shall be advertised, but not limited to, in the District's Employment Vacancies Notices. District Employment Vacancies shall be posted for a minimum period of **five (5) days** excluding weekends and holidays. Current bargaining unit members interested in applying for an advertised vacancy shall submit a letter of application consistent with the requirements of the vacancy notice.
- 16.1.2** Any posting of a vacant professional educator position, a new position or a combined position, which is within the bargaining unit, shall be accompanied by a job description. The vacancy posting shall specify the following information:
- » Beginning Date
 - » Posting Closing Date
 - » Building(s) in which the assignment will be performed
 - » Assignment classification category
 - » WI Certification (WI Statute 118.21)
 - » Length and percentage of assignment
 - » Qualifications
 - » Special Programming Calendar (e.g.: Continuous Learning, Success For All, Block Scheduling)
 - » Salary Range – Based on experience and training at the number of contract days. Salary information shall also include a statement that a salary will be pro-rated for contracts issued for fewer than the number of days in a normal contract year.
- 16.1.3** During the school year a copy of the District's Employment Vacancies Notices shall be sent to each school for posting and to the BEA President within **ten (10) school days** after the posting has been prepared for distribution. The Office of Personnel shall maintain copies of such in the office, which shall be available to all professional educators, including those on layoff who are eligible for recall pursuant to *Article 18.5*.
- 16.1.4** During the summer all professional educator vacancies shall be advertised using WDPI Job Posting Service (Internet) and the District's Employment Vacancies Notices. A copy of the District's Employment Vacancies Notices shall also be mailed to the BEA President and posted in the Personnel Office. Extra-curricular vacancies shall be posted in the District's Employment Vacancies Notices Bulletin Board and Personnel Office. All vacancies shall be posted for a minimum period of **five (5) days** excluding weekends and holidays.
- 16.1.5** When a teaching vacancy occurs, an interview team shall be established which is comprised of an administrator and professional educators representing the grade level and/or curricular area where the vacancy exists. The job posting shall include required certification and qualifications, and these shall be the criteria used by the interviewing team to fill the vacancy. Each member of the team shall be an equal participant.

16.2 SUMMER SCHOOL VACANCIES

- 16.2.1** **Job Postings** – Summer School Professional Educator Vacancies shall be advertised by the Office of Personnel Services.

Article - 17 TRANSFERS

17.1 VOLUNTARY TRANSFER

17.1.1 Transfer is defined as the job change of a professional educator from his/her current position to a different position within the District. This includes changes in building, grade level, or department. Professional educators who desire a transfer to a current or future vacancy shall file a letter requesting such transfer. Those who desire a transfer to another building shall file a letter with the Superintendent or designee. Those who desire a transfer to a different grade level or department within a building shall file a letter with the building principal or immediate supervisor. Transfer requests shall become invalid after one (1) year, but may be resubmitted each year. The letter requesting a transfer shall include the grade and/or position to which the professional educator desires to be transferred, qualifications for the requested position, reason(s) for the request, and the school or schools, in order of preference.

17.1.2 In making transfer decisions, the District encourages serious consideration of the needs of individuals at various career stages as well as building and District needs. Current bargaining unit members shall ordinarily be given first priority.

17.1.3 When a teaching vacancy occurs, an interview team shall be established which is comprised of an administrator and professional educators representing the grade level and/or curricular area where the vacancy exists. The job posting shall include required certification and qualifications, and these shall be the criteria used by the interviewing team to fill the vacancy. Each member of the team shall be an equal participant.

17.1.4 Transfers within Buildings

17.1.4.1 Within an individual site, a principal or immediate supervisor may assign professional educators to any positions for which they are certified. When a vacancy occurs within a building, grade or department, professional educators within that building may submit a written request to the building principal or immediate supervisor for consideration.

17.2 INVOLUNTARY TRANSFER

17.2.1 Prior to involuntary transfer, volunteers for transfer shall be sought. Such voluntary transfers shall not be made if they result in the lay-off of a bargaining unit member. Involuntary transfers for professional educators in the District shall be made by the Superintendent or designee, based on the instructional requirements of the District and the qualifications of the professional educators. When involuntary transfer is necessary, District-wide seniority shall be followed based upon the date on the interview recommendation form, with the least senior professional educator being transferred, except where the certification and/or qualifications required for the position dictate otherwise. In case of the same date on the Employment Recommendation Form refer to the date on the I-9 Form.

17.2.2 Notice of intent to be involuntarily transferred shall be given to the professional educators involved as soon as it is practical. An involuntary transfer shall be made only after a meeting between the professional educator and the Superintendent or designee. The professional educator may have a representative of the Association present at the meeting. The professional educator shall receive, upon request, a written explanation of the reasons for the transfer from the Superintendent or designee within **fifteen (15) days** of said request.

17.2.3 Any professional educator involuntarily transferred shall have the preferential right to transfer to other vacant positions in the District pursuant to Section 17.1, "Voluntary Transfer."

17.2.4 Professional educators involuntarily transferred may request curriculum development/ orientation time subject to the approval of the Superintendent or designee. Such professional educators shall be paid according to the curriculum rate of pay.

17.3 GRADE RESTRUCTURING

17.3.1 When grade restructuring occurs, professional educators currently holding the affected position(s) shall have preferential rights to the corresponding position(s) at the new site(s). If more volunteers currently holding the affected positions exist than available positions at a site, the following criteria shall be used in making assignment transfers in the following order.

17.3.1.1 Lay off rights/continuous service in the bargaining unit

17.3.1.2 Certification requirements

17.3.1.3 Volunteers shall be transferred before involuntary transfers occur.

17.3.1.4 If there are more vacancies than volunteers, then the least senior professional educators shall be reassigned.

Article - 18
LAYOFF PROCEDURE

- 18.1** Whenever a reduction in professional educators is deemed necessary by the Board, the Board shall give said professional educators notice before June 1st for a reduction in force for the following school year. If there is a considerable reduction in state funding after **June 1st**, the Board may give notice to professional educators during the term of the individual professional educator contracts after giving said professional educators a **forty-five (45) day** notice.
- 18.2** The Board shall first determine the number of professional educators to be laid off and then, in consultation with the Superintendent and such other administrators as may be appropriate, shall determine the individual professional educators to be laid off in accordance with the following steps:
- 18.2.1** **Step 1** - Normal attrition resulting from professional educators retiring or resigning shall be relied upon to the extent it is administratively feasible.
- 18.2.2** **Step 2** - The remaining professional educators to be laid off shall be selected by the Board taking into account all of the items listed, in the following order of priority:
- 18.2.2.1** Continuous length of service in the bargaining unit, experience within their areas of certification, and level of training. Refer to Article 17.2 to determine seniority and in accordance with Article 19.4.2 for Limited Term Replacement Professional Educators.
- 18.2.2.2** Ability and performance as a professional educator in the District as previously and currently evaluated by the appropriate administrators. The OBC shall further evaluate this sub-article for its weight in the layoff procedure.
- 18.2.2.3** Assignment to co-curricular and other special activities.
- 18.3** After the number and names of the professional educators to be laid off has been determined by the Board, it shall provide the BEA and each such professional educator with a written explanation as to the basis upon which that professional educator was selected to be laid off.
- 18.4** The layoff of professional educators shall commence on the date specified by the Board and such professional educators shall be paid pro-rata for services performed under their individual professional educator contract to the date of such layoff. Professional educators shall not be precluded from securing other employment during the re-employment rights period.
- 18.5** If, within a professional educator's re-employment rights period, the District has a vacant teaching position available for which that professional educator is qualified, the professional educator shall be notified of such position and offered employment in that position, commencing as of the date specified in such notice. Under this paragraph, professional educators on layoff shall be contracted in reverse order of their layoff with respect to a position for which they are so qualified. In the event two (2) or more professional educators who are so qualified were laid off on the same date, the Board shall select which such professional educator shall be first contracted, taking into account the factors set forth in Step 2, *Section 18.2.2* above.
- 18.6** Within **ten (10) days** after a professional educator receives a notice pursuant to *Section 18.5*, they must advise the District in writing that they accept the position offered by such notice and shall be able to commence employment on the date specified therein. Any notice pursuant to *Section 18.5* shall be mailed, registered-return receipt requested, to the last known address of the professional educator in question as shown on the District's records. It shall be the responsibility of professional educators on layoff to keep the District advised of their current whereabouts.
- 18.7** Any and all re-employment rights granted to professional educators on layoff pursuant to this Article shall terminate upon (a) the expiration of such professional educators' re-employment rights period, or (b) such professional educators' failure to accept within **ten (10) days** any position offered to them as provided in *Section 18.5 and 18.6*, whichever ever occurs the earlier. For purposes of this Article, the term "professional educator's re-employment rights period" means the period of time that is equal to the shorter of (a) the **three (3) years** following the date on which the professional educator is laid off pursuant to this Article, or (b) the number of years following such layoff date which is equivalent to the number of full consecutive school years that the professional educator taught in the District between the date such professional educator was last employed by the District and such layoff date.
- 18.7.1** When a professional educator is recalled from a layoff, consistent with the provisions of the BEA Master Agreement, *Article 18, Layoff Procedure, Sections 18.5 - 18.8*, the professional educator shall retain sick leave accrued prior to the layoff. These provisions shall be prospective from the date of the ratification.

- 18.8** The Board and the Association recognize that the staff reduction policy is not a part of the non-renewal procedure and a layoff shall be designated and treated as such regardless of whether it occurs at individual contract renewal time or at any other time of the year.
- 18.9** Non-bargaining unit personnel employed in the administrative functions of the District as of April 27, 1983, who transfer back into the bargaining unit, shall be credited with seniority of those years of previous service in the bargaining unit. *(Historical Reference)*

Article - 19
LIMITED TERM REPLACEMENT PROFESSIONAL EDUCATORS

19.1 LIMITED TERM REPLACEMENT PROFESSIONAL EDUCATOR

- 19.1.1** A professional educator employed for a semester or longer to replace a professional educator on an approved leave of absence. Limited Term Replacement professional educators shall be issued a Limited Term Contract *(See Exhibit A-2)*; Limited Term Replacement professional educators shall be subject to *Article 1.4 – Fair Share*.
- 19.1.2** Effective June 1, 1998, Limited Term Replacement Professional Educators shall accrue seniority if subsequently hired without a break in service. *(Historical Reference)*
- 19.1.3** Limited Term Professional Educators shall receive all salary, benefits, and sick leave received by BEA members. This includes normal advancement on the salary schedule for each year that they are employed as Limited Term Professional Educators as well as appropriate placement if issued a continuing contract. Each year of continuous successful service shall also apply to the probationary requirement in the event of being issued a continuing contract.

Article - 20
LEAVE POLICY

20.1 DEFINITIONS

20.1.1 **A Short-Term Leave of Absence** shall be defined as: sick leave, emergency leave, personal-business leave, bereavement leave, professional leave, court appearance leave, or non-paid short-term leave of absence. Professional educators may request a full day or half day short-term leave of absence.

20.1.2 **A Long-Term Leave of Absence** shall be defined as:

- a. Career Exploration Leave
- b. Educational Leave
- c. Elected Office Leave
- d. Family and Medical Leave Act (FMLA) (child care/health)
- e. Military Leave
- f. Sabbatical Leave
- g. Travel Leave

20.1.2.1 **A Long-Term Leave of Absence**, may be granted to any professional educator because of personal circumstances subject to Board approval. Any professional educator, having secured such authorized long-term leave of absence, shall be entitled to the same rights and classifications held prior to the leave. A professional educator may request a full-time or reduced load long-term leave of absence. No seniority or sick leave accrues during a full-time long-term unpaid leave of absence. No advancement on the salary schedule will be granted unless the educator has worked 75% of the contract year when the leave begins. Professional educators have the right to retain insurance coverage at their expense. If a professional educator does not return from a long-term leave of absence after reaching the limits of his/her leave, said professional educator shall be considered terminated.

20.1.2.2 **A Reduced Load Long-term Leave of Absence**, may be granted to any professional educator because of personal circumstances subject to board approval. Any professional educator, having secured such authorized leave of absence, who returns to his/her employment in accordance with the terms of the leave, shall be entitled to the same rights and classifications held prior to the leave. Salary, seniority and benefits during the reduced load long-term leave of absence shall be governed by *Article 19 - Limited Term Professional Educator/Voluntary*. If a professional educator reaches the time limits of a long-term leave of absence, and does not return to the percent of employment held prior to the leave of absence, said professional educator shall forfeit all rights to their percent of employment prior to the reduced load long-term leave of absence, and shall be considered a part-time professional educator as defined by *Article 19 - Limited Term Professional Educator/Voluntary*.

20.2 SHORT TERM LEAVES OF ABSENCES

20.2.1 **Sick Leave**

20.2.1.1 At the beginning of each school year, all professional educators, including new hires, shall be credited with a single bank of eleven days (nine sick days and two personal days). For bookkeeping purposes, sick leave shall be cumulative at the rate of 1.33 days per month for each month worked for professional educators working less than a school year. A maximum of one-hundred twenty (120) days of sick leave may be used per school year. Sick leave may accumulate indefinitely.

20.2.1.2 Sick leave shall be interpreted to mean personal and family illness, or illness within the household, treatment or diagnostic services, quarantine at home or residence, or additional bereavement leave which would be deducted from accumulated sick leave. (*See Article 20.2.4*)

20.2.1.3 Written notice of the total accumulation of sick leave shall be provided each professional educator on or before **September 1st** of each year.

20.2.1.4 When an employee is absent from duty and such absence is covered by sick leave, no salary deduction shall be made, provided the absence does not exceed the days of accumulated sick leave.

20.2.1.5 The Board may require a physician's certificate as a basis for pay after an absence of three (3) consecutive work days. The Board reserves the right to request such a certificate if the Board has cause to believe that an employee is not utilizing sick leave in a manner consistent with Article 20.2.1.2.

20.2.1.6 OBC shall develop an incentive for professional educators to increase attendance.

20.2.2 Emergency Leave

- 20.2.2.1 Professional educators shall be allowed one (1) day per year (non-cumulative) in the event of any emergency not covered by any other leave provision of the Agreement.
- 20.2.2.2 Definition of an emergency - An unforeseen combination of circumstances with a resulting state that calls for immediate action.
- 20.2.2.3 Notification for emergency day use shall be per current practice for sick leave.

20.2.3 Personal-Business Leave

- 20.2.3.1 Professional educators shall be allowed two (2) days per year of accumulative sick leave for personal business. Whenever possible requests for such leave shall be presented to the immediate supervisor and the Superintendent or designee at least forty-eight (48) hours in advance of the date the professional educator intends to be absent (no reason given); less than forty-eight (48) hours a reason must be given.
- 20.2.3.2 The use of personal business leave for a school day immediately before or after vacation or holidays may be limited by the Superintendent or designee if more than one request is received. Personal business leave may not interfere with scheduled District functions.
- 20.2.3.3 The decision of the Superintendent or designee shall be final as to whether such absence is excused.
- 20.2.3.4 Unused personal leave days shall be added to accumulated sick leave.
- 20.2.3.5 A personal day bank is not provided within this agreement. Provision for educators to transfer the current school year's personal days to other educators, in the case of catastrophic circumstances may be presented to OBC for consideration.

20.2.4 Bereavement Leave

- 20.2.4.1 Each professional educator shall be entitled to bereavement leave during the school year as follows: Death within the household or immediate family (parents, spouse, brothers, sisters, children, grandparent, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and stepson or stepdaughter), three (3) days death leave. Death of near relative or relative by marriage (aunt, uncle, nephew, first cousin) one (1) day at full pay. Additional days may be charged to sick leave subject to approval of the Superintendent or designee.
- 20.2.4.2 Bereavement Requests for persons other than the classifications listed herein shall be subject to final approval of the superintendent or designee.

20.2.5 Professional Leave

- 20.2.5.1 The District acknowledges value in participation in worthwhile educational conferences and conventions, visiting other schools, and serving on educational committees.
- 20.2.5.2 Approval and/or reimbursement for such participation shall be at the discretion of the Superintendent or designee.

20.2.6 Court Appearance Leave

- 20.2.6.1 When a professional educator is required to be present in court as a result of the service of a subpoena or jury duty call, said professional educator shall be paid the difference between the payment received from the court and their normal salary with no reduction of sick leave or personal leave.

20.2.7 Non-Paid Short-Term Leave of Absence

- 20.2.7.1 A professional educator may be granted non-paid personal short-term leaves of absence not to exceed ten (10) school days cumulatively within five (5) complete school years. Approval of the Superintendent or designee is required at least five (5) days in advance of the leave.
- 20.2.7.2 Said leave will not be granted during the first two (2) weeks or the last two (2) weeks of the school term. Such non-paid leave of absence may be taken before or after a holiday but may not be divided before and after a holiday.
- 20.2.7.3 The Superintendent or designee may limit the number of non-paid short-term leaves of absence granted at one (1) time.
- 20.2.7.4 The decision of the Superintendent or designee shall be final.

20.3 LONG TERM LEAVES OF ABSENCE

20.3.1 Family and Medical Leave Act Leave (FMLA) - Maternity, Paternity, Adoption, Health -- The District shall comply with Board Policy and both State and Federal FMLA requirements.

20.3.2 Educational or Travel Leave

20.3.2.1 Professional educators shall be allowed up to two semesters in seven years for advanced study or travel. Such leaves shall be granted at the discretion of the Superintendent or designee. Professional educators granted such leave shall not be advanced on the salary schedule unless approved by the Board. Professional educators have the right to retain medical, prescription drug and dental insurance coverage at their expense.

20.3.3 Elected Office Leave

20.3.3.1 When serving in a public office interferes with the regular teaching duties, leave of absence shall be granted in units of one semester not to exceed five. Other offices shall be judged by the Superintendent or designee on an individual basis. Professional educators have the right to retain medical, prescription drug, and dental insurance coverage at their expense.

20.3.4 Military Leave - The District shall comply with Board Policy and both State and Federal laws regarding military leave.

20.3.5 Sabbatical Leave -- For assistance in professional growth, sabbatical leaves shall be granted to professional educators of the District. Approval of Sabbatical Leaves shall be granted by the Board following recommendation by the Superintendent or designee. Leaves shall be granted on the following basis:

20.3.5.1 Definition of a Sabbatical Leave: Sabbatical leave is a plan for providing professional educators an opportunity for professional improvement. Compensation shall be rendered after a specified number of consecutive years of employment in the District.

20.3.5.2 Eligibility

20.3.5.2.1 A professional educator shall have served at least seven (7) years in the District. Professional educators shall be paid 1/4 of their annual salary.

20.3.5.2.2 A professional educator with a minimum of a Bachelor's degree shall use the sabbatical for an advanced degree.

20.3.5.2.3 Application shall be filled at least one (1) complete semester prior to the start of the leave.

20.3.5.2.4 Quota - Maximum number of leaves shall not exceed 1% of the professional staff per school year. Leave shall be allowed only on a yearly basis, but renewable at the discretion of the Board.

20.3.5.2.4.1 Experience shall be related to present staff responsibilities or definite future assignments.

20.3.5.2.4.2 May be used for a professional educator to attend graduate school on a full time basis or professional study or to do research or travel for the purpose of pursuing advanced work in the field of education.

20.3.5.2.5 Employment - Additional employment while granted leave shall be discouraged and shall be allowed only as it pertains to the professional educator's field of study while attending classes or in participating in a research project. The Superintendent or designee shall consent to any such employment.

20.3.5.2.6 Obligations - The professional educator shall return to the District for a period of two (2) years.

20.3.5.2.6.1 The professional educator may accept employment elsewhere, but shall be required to reimburse the Board for the full amount of compensation plus interest (1% per month of the total compensation received) while on sabbatical leave. If it is necessary for the Board to employ an attorney to obtain reimbursement of the compensation, the Board may recover its attorney's fees and costs in addition to the compensation. This amount can only be assessed to the individual, not the BEA.

20.3.5.2.7 Guarantees

20.3.5.2.7.1 Upon return from a sabbatical leave, the professional educator shall have the opportunity to return to their same position or similar position in accordance with their training and experience.

- 20.3.5.2.7.2** Professional educators shall be placed on the salary schedule at the level they would have attained had they remained on the instructional staff.
- 20.3.5.2.7.3** Reclassification shall be according to Board policies.
- 20.3.5.2.7.4** While on leave, the professional educator shall continue to participate in the retirement program, medical and prescription drug, and dental insurance group plan at their own expense.
- 20.3.5.2.7.5** Sick leave accumulation shall remain in force and be made part of the record, but may not be taken while on sabbatical leave.

20.3.6 Career Exploration Leave

- 20.3.6.1** Professional Educators shall be allowed up to two (2) consecutive semesters for career exploration. Such leave shall be granted at the discretion of the Superintendent or designee. Professional educators granted such leave shall not be advanced on the salary schedule. Professional educators have the right to retain medical, prescription drug, and dental insurance coverage at their expense. Professional Educators on career exploration leave may not claim unemployment compensation from the School District as a secondary employer.

20.4 OCCUPATIONAL DISABILITIES

- 20.4.1** If a period of absence is the result of an occupational disability (covered by Worker's Compensation and lasts until Worker's Compensation benefits begin), the amount of sick leave pay or personal business leave or emergency leave plus Worker's Compensation benefits shall not exceed the professional educator's regular salary for a normal workday or workweek.
- 20.4.2** In cases where sick leave pay, personal business leave or emergency leave is pro-rated together with Worker's Compensation benefits, the time charged against leave benefits shall be pro-rated accordingly.
- 20.4.3** In cases of occupational disabilities, the use of accrued paid leave shall be subject to approval of the Superintendent or designee.
- 20.4.4** If absence is the result of physical harm caused to the professional educator, said professional educator shall not have a reduction in sick leave or pay for the non-qualifying period of three (3) days before eligibility of Worker's Compensation.

**Article - 21
PROFESSIONAL DEVELOPMENT**

21.1 PHILOSOPHY - The District believes that professional development is an ongoing process which promotes and supports both professional personal growth for all professional educators and is aimed at increasing student success in school.

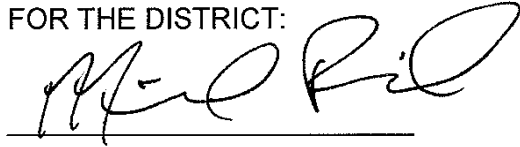
**Article - 22
INITIATIVES**

22.1 PHILOSOPHY - The District believes in encouraging exploration of educational initiatives which are designed to help realize the goals of the District's strategic plan.

**Article - 23
SIGNATURES**

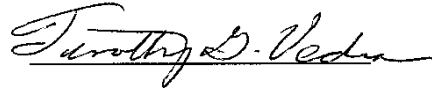
Effective this 24 day of March, 2011.

FOR THE DISTRICT:



A handwritten signature in black ink, appearing to read 'M. R. P.', is written over a horizontal line.

FOR THE BEA:



A handwritten signature in black ink, appearing to read 'Timothy D. Vedra', is written over a horizontal line.

RATIFIED BY BEA: March 24, 2011

RATIFIED BY BOARD: March 24, 2011

LIMITED TERM REPLACEMENT CONTRACT

Article II. School District Of Beloit

Beloit, Wisconsin 53511

IT IS AGREED, between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF BELOIT, and _____ shall work in the position as a _____ for the ____ - ____ school year beginning on the ____ day of ____ and ending on the ____ day of ____ for ____ Contract Days.

Compensation shall be: \$_____ 100% Contract / Based on _____

The Beloit Board of Education has granted a *Leave of Absence* for the _____ school year to _____, in accordance with the BEA Agreement. As there has been no termination of a contract, this staff member remains an active employee of the District during the term. Thus the position created is not a vacancy, but a Limited Term Replacement only.

This contract will terminate effective _____. The provisions of this contract are subject to the non-renewal provisions as checked and initialed below:

- Your contract is for one (1) complete school year, you will be considered for non-renewal, pursuant to Section 118.22, Wisconsin Statutes.
- Your contract is less than a year, the provisions of 118.22 are not applicable.

Employee will perform duties in accordance with Board Policies and Administrative Procedures and all applicable Local, State and Federal Statutes rules and regulations. This contract is subject to the provisions of the Master Agreement between the Board of Education and the Beloit Education Association corresponding to the period of time of this contract.

Dated at Beloit Wisconsin this ____ day of _____. *Your employment will be subject to final approval by the Board of Education of the School District of Beloit at its Business Meeting on _____.*

Signed: _____
President, Board of Education

Signed: _____
Professional Educator

As required by the State Law, I give below my full name (include maiden name, if married)

Date of Birth _____ Social Security No. _____
Month Day Year

Permanent Address:

School District of Beloit

ADDENDUM / _____ -- _____

(Compensation Above Basic Schedule)

Name: _____

Dated: _____

School: _____

Return: _____

Your Principal/Supervisor, with concurrence of the Superintendent or designee, extends an offer to you to serve as:

POSITION

EXPERIENCE/STEP

REMUNERATION

\$

Account #: 10-909-116-162000

**Article III. PLEASE CHECK ONE (1) OPTION BELOW
ADDENDUM OPTION SHALL NOT BE CHANGED DURING THE SCHOOL TERM.**

Option A: Included in each payroll check. (*To Qualify contract must be returned by _____.*)

Option B: At the conclusion of the activity as a lump sum to be added to my regular paycheck.

Option C: At the conclusion of the activity as a lump sum to be added to my regular paycheck and taxed separately at the IRS supplemental rate.

**To be adjusted to comply with 2007-2009 and 2009-2011 Agreements.*

***Addendum contracts issued after the school year has begun will be given a two week deadline for Option A.*

I agree to accept this offer for the _____ - **School Term** per the Agreement.

Signature

Dated

Please sign and return **one** copy to the **Business Office – Room 211.**

School District of Beloit

ADDENDUM / ____ - ____ (For Work Beyond Base Contract)

Name: _____ Dated: _____

School: _____ Return: _____

Position: _____

The above named position requires working _____ days beyond the 190 contract days. The additional working days would be:

SALARY COMPUTATION:

Salary at Day Rate: \$ _____

Total Remuneration: \$ _____

I agree to accept this offer for the ____ - **School Term** per the Agreement.

Signature

Dated

Please sign and return **one** copy to the **Business Office.**

**PROCEDURE FOR FILING
SEXUAL HARASSMENT COMPLAINTS**

1. In filling a written or verbal complaint about sexual harassment, the professional educator should specifically identify:
 - A. The incidents in question;
 - B. Dates, if possible;
 - C. Name(s) of the person(s) accused of the wrongdoing
 - D. Any witness (if applicable); and
 - E. Description of what happened.

2. If the professional educator cannot go to his/her supervisor because the supervisor is the offending party, he/she shall present the complaint to the District Title IX Coordinator, Superintendent or Designee.

3. Failing to receive satisfaction at the level printed above, the professional educator may ask to appear before the Board to present the allegations.

4. At any time, the professional educator may complain to the Wisconsin Department of Industry, Labor and Human Relations Commission of the Equal Employment Opportunity Commission, Washington, D.C.

Group Long Term Disability Proposal Summary

The LTD Insurance coverage shall be substantially equivalent to the WEAC Plan #683007 dated January 1, 1991 (*Historical Reference*)

PROSPECT: School District of Beloit

EFFECTIVE DATE:

January 1, 1999

ELIGIBLE CLASS: Professional Educators

SCHEDULED MONTHLY BENEFIT: 90%

QUALIFYING PERIOD: 60 days with interruption

MAXIMUM BENEFIT PERIOD:

<u>Age on Date of Disability</u>	<u>Maximum Benefit Period</u>
Less than 62	To Age 65
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
69 or Older	12 months

ADDITIONAL BENEFITS: Plan cost of living adjustment
Social Security Freeze

School District of Beloit
REVISED FINAL COPY

Professional Educators - BEA Members

2011-2012 School
REVISED 4/7/2011

July 2011

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

February TD = 21 CD = 21

Su	M	T	W	TH	F	Sa
			1	2	3	4
5	6	7	8 D	9	10 EL D	11
12	13	14 EL	15	16 HS P	17 EL C	18
19	20	21	22	23	24	25
26	27	28	29 4:30			

August TD = 0 CD = 4

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

March TD = 22 CD = 22

Su	M	T	W	TH	F	Sa
				1	2 MS P	3
4	5	6	7 MS	8 MS	9 MS C	10
11	12	13	14 D	15	16	17
18	19	20	21	22	23 T3	24
25	26	27	28	29	30	31

September TD = 21 CD = 22

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

April TD = 15 CD = 15

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

October TD = 19 CD = 19

Su	M	T	W	TH	F	Sa
						1
2	3	4	5 MS	6 HS P MS	7 MS C	8
9	10	11	12 D	13	14 EL P	15
16	17	18 EL	19	20 EL	21 EL C	22
23	24	25	26	27	28	29
30	31					

May TD = 22 CD = 23

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

November TD = 19 CD = 21

Su	M	T	W	TH	F	Sa
		1	2	3	4 T1	5
6	7	8	9 D	10	11	12
13	14	15	16 4:30	17	18	19
20	21	22	23	24 *	25 *	26
27	28	29	30			

June TD = 4 CD = 6

Su	M	T	W	TH	F	Sa
					1	2
3	4	5	6 T4 R	7 =	8	9 G
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December TD = 16 CD = 16

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

July

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

January 2012 TD=21 (14/7) CD=21 (14/7)

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

August

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

I Sem. Days 89 Teaching 96 Contract
II Sem. Days 91 Teaching 94 Contract
180 190

180 Teaching Days
4 Holidays
6 Non-Student/Inservice
190 CONTRACT DAYS

T1 End of Term 1 T3 End of Term 3
T2 End of Term 2 T4 End of Term 4

Sept. 1st PreK (morning PK students 8:00-9:30 /
afternoon students 10:00-11:30 a.m.)
Sept. 1st K-8 students (a.m. only)
Sept. 1st 9-12 students (all day)

WKCE testing window = October 24 - Nov. 25

* Holiday ☒ Pay Days
c Convocation G Graduation
School Recess = Non-Student Day/Inservice
December 22 - 1/2 day Conference Release time
R District Report Card Prep (Early Release)
D District-Wide Prof. Development (Early Release)
4:30 Professional Development

CONFERENCE DATES

EL P Oct. 14, Feb. 10 - Elem. School a.m./Conf. Prep p.m. - 1/2 day school (Elem.)
EL Oct. 18, 20 & Feb. 14, 16 - elementary evening conferences - school all day
EL C Oct. 21, Feb 17 Elem. School a.m. / Conferences p.m. - 1/2 day school (Elem.)
MS P Sep. 30, Mar. 2 - Middle School a.m. / Conf. Prep p.m. - 1/2 day school (Middle)
MS Oct. 5, 6 and Mar. 7, 8 middle schl evening conferences - school full day
MS C Oct. 7, Mar 9 - School a.m. / Conferences p.m. - 1/2 day school (Middle School)
HS P Oct. 6, Feb. 16 - school a.m./prep p.m. - 1/2 day school (High School)
HS Dec. 8, April 26 high school evening conferences - school all day

School District of Beloit

2011-2012 Salary Schedule

Salary is based on 190-day contract

Step	AS+0	AS+20	AS+40
1	31,772	32,629	33,511
2	31,950	32,813	33,698
3	33,228	34,125	35,046
4	34,490	35,421	36,377
5	35,784	36,750	37,742
6	37,071	38,072	39,099

Step	BA+0	BA+12	BA+24	MA+0	MA+12	MA+24	MA+30	Level 3	Level 4
1	34,607	36,414	38,220	40,385	42,205	44,025	44,941	45,395	46,303
2	36,011	37,890	39,769	42,191	44,094	45,997	46,947	47,422	48,375
3	37,415	39,369	41,321	44,005	45,987	47,976	48,967	49,462	50,453
4 **	38,819	40,846	42,869	45,808	47,872	49,944	50,976	51,492	52,525
5 **	38,819	40,846	42,869	45,808	47,872	49,944	50,976	51,492	52,525
6	40,223	42,322	44,421	47,614	49,765	51,912	52,986	53,523	54,600
7	-	43,802	45,973	49,424	51,658	53,884	54,999	55,556	56,675
8	-	45,278	47,521	51,234	53,547	55,856	57,015	57,593	58,750
9	-	-	49,073	53,044	55,439	57,834	59,028	59,627	60,825
10	-	-	50,622	54,854	57,328	59,806	61,045	61,661	62,900
11	-	-	52,174	56,664	59,221	61,778	63,054	63,694	64,975
12*	-	-	-	58,471	61,114	63,750	65,071	65,728	67,046
13	-	-	-	60,277	62,999	65,718	67,080	67,758	69,118
14	-	-	-	62,084	64,889	67,690	69,090	69,789	71,189
15	-	-	-	63,760	66,640	69,517	70,955	71,674	73,113

Longevity Based On Years Completed:

16-19 Years = \$ 2,009
 20-24 Years = \$ 2,219
 25-29 Years = \$ 2,429
 30-34 Years = \$ 2,639
 35+ Years = \$ 2,849

LVL 3 = 2nd Masters / Ed Specialist
 LVL 4 = Doctorate

* - Applies to professional educators hired effective with the 2000-2001 school year and beyond

** - Applies to professional educators hired effective with the 2008-2009 school year and beyond

School District of Beloit

2012-2013 Salary Schedule

Salary is based on 190-day contract

Step	AS+0	AS+20	AS+40
1	31,772	32,629	33,511
2	31,950	32,813	33,698
3	33,228	34,125	35,046
4	34,490	35,421	36,377
5	35,784	36,750	37,742
6	37,071	38,072	39,099

Step	BA+0	BA+12	BA+24	MA+0	MA+12	MA+24	MA+30	Level 3	Level 4
1	34,607	36,414	38,220	40,385	42,205	44,025	44,941	45,395	46,303
2	36,011	37,890	39,769	42,191	44,094	45,997	46,947	47,422	48,375
3	37,415	39,369	41,321	44,005	45,987	47,976	48,967	49,462	50,453
4 **	38,819	40,846	42,869	45,808	47,872	49,944	50,976	51,492	52,525
5 **	38,819	40,846	42,869	45,808	47,872	49,944	50,976	51,492	52,525
6	40,223	42,322	44,421	47,614	49,765	51,912	52,986	53,523	54,600
7	-	43,802	45,973	49,424	51,658	53,884	54,999	55,556	56,675
8	-	45,278	47,521	51,234	53,547	55,856	57,015	57,593	58,750
9	-	-	49,073	53,044	55,439	57,834	59,028	59,627	60,825
10	-	-	50,622	54,854	57,328	59,806	61,045	61,661	62,900
11	-	-	52,174	56,664	59,221	61,778	63,054	63,694	64,975
12*	-	-	-	58,471	61,114	63,750	65,071	65,728	67,046
13	-	-	-	60,277	62,999	65,718	67,080	67,758	69,118
14	-	-	-	62,084	64,889	67,690	69,090	69,789	71,189
15	-	-	-	63,760	66,640	69,517	70,955	71,674	73,113

Longevity Based On Years Completed:

16-19 Years =	\$ 2,009
20-24 Years =	\$ 2,219
25-29 Years =	\$ 2,429
30-34 Years =	\$ 2,639
35+ Years =	\$ 2,849

LVL 3 = 2nd Masters / Ed Specialist

LVL 4 = Doctorate

* - Applies to professional educators hired effective with the 2000-2001 school year and beyond

** - Applies to professional educators hired effective with the 2008-2009 school year and beyond

**School District of Beloit / Beloit Education Association
2011-2013 Extra-Curricular Rates**

Years of Experience	0	1 to 2	3 to 4	5 to 6	7+
<u>ATHLETICS:</u>					
BASEBALL					
Head	2,766	3,041	3,320	3,598	3,871
Assistant	1,778	2,016	2,252	2,493	2,727
10th	1,778	2,016	2,252	2,493	2,727
9th	1,622	1,820	2,016	2,215	2,412
BASKETBALL					
Head	3,321	3,631	3,951	4,270	4,583
Assistant	1,977	2,215	2,452	2,689	2,926
10th	1,977	2,215	2,452	2,689	2,926
9th	1,699	1,939	2,173	2,417	2,649
8th	1,428	1,579	1,740	1,896	2,056
7th	1,428	1,579	1,740	1,896	2,056
6th	1,186	1,344	1,505	1,663	1,820
CHEERLEADING					
Head	871	1,027	1,186	1,344	1,505
Assistant	712	871	1,027	1,186	1,344
9th	633	791	952	1,108	1,267
CROSS COUNTRY					
Head	1,661	1,819	1,977	2,132	2,295
Assistant	1,186	1,344	1,505	1,663	1,820
6th-8th	871	1,027	1,186	1,344	1,505
FOOTBALL					
Head	3,321	3,631	3,951	4,270	4,583
Assistant	1,977	2,215	2,452	2,689	2,926
10th	1,977	2,215	2,452	2,689	2,926
10th Assistant	1,896	2,131	2,375	2,607	2,846
9th	1,579	1,819	2,052	2,295	2,530
9th Assistant	1,344	1,505	1,663	1,820	1,978
8th	1,428	1,579	1,740	1,896	2,056
8th Assistant	1,103	1,266	1,428	1,579	1,740
GOLF					
Head	1,661	1,819	1,977	2,132	2,295
Assistant	1,186	1,344	1,505	1,663	1,820
9th	871	1,027	1,186	1,344	1,505
8th	712	871	1,027	1,186	1,344
HOCKEY					
Head	3,321	3,631	3,951	4,270	4,583
Assistant	1,977	2,215	2,452	2,689	2,926
POMPON					
Head	1,495	1,661	1,819	1,977	2,135
Assistant	1,062	1,186	1,344	1,505	1,663
9th	633	791	952	1,108	1,267

Years of Experience	0	1 to 2	3 to 4	5 to 6	7+
SOCCER					
Head	2,766	3,041	3,320	3,598	3,871
Assistant	1,778	2,016	2,252	2,493	2,727
9th	1,622	1,820	2,016	2,215	2,412
Coed	1,103	1,266	1,428	1,579	1,740
SOFTBALL					
Head	2,766	3,041	3,320	3,598	3,871
Assistant	1,778	2,016	2,252	2,493	2,727
10th	1,778	2,016	2,252	2,493	2,727
9th	1,622	1,820	2,016	2,215	2,412
8th	1,538	1,727	1,913	2,100	2,287
8th Assistant	1,046	1,201	1,354	1,498	1,651
SWIMMING					
Head	3,321	3,631	3,951	4,270	4,583
Assistant	1,977	2,215	2,452	2,689	2,926
9th	1,579	1,819	2,052	2,295	2,530
6th-8th	1,579	1,819	2,052	2,295	2,530
TENNIS					
Head	1,661	1,819	1,977	2,132	2,295
Assistant	1,186	1,344	1,505	1,663	1,820
9th	871	1,027	1,186	1,344	1,505
8th	712	871	1,027	1,186	1,344
TRACK					
Head	2,766	3,041	3,320	3,598	3,871
Assistant	1,778	2,016	2,252	2,493	2,727
8th	1,103	1,266	1,428	1,579	1,740
7th	1,103	1,266	1,428	1,579	1,740
6th	1,103	1,266	1,428	1,579	1,740
VOLLEYBALL					
Head	2,766	3,041	3,320	3,598	3,871
Assistant	1,778	2,016	2,252	2,493	2,727
9th	1,622	1,820	2,016	2,215	2,412
8th	1,103	1,266	1,428	1,579	1,740
7th	1,103	1,266	1,428	1,579	1,740
WRESTLING					
Head	3,321	3,631	3,951	4,270	4,583
Assistant	1,977	2,215	2,452	2,689	2,926
6th-8th	871	1,027	1,186	1,344	1,505
DISTRICT					
Chemical Hygiene	551	713	871	1,027	1,186
Quiz Bowl	551	713	871	1,027	1,186
Video Production	551	713	871	1,027	1,186

Years of Experience	0	1 to 2	3 to 4	5 to 6	7+
MEMORIAL ACTIVITIES					
Drill Team	1,186	1,344	1,505	1,663	1,820
Rifle Team	1,186	1,344	1,505	1,663	1,820
Acad. Decathlon	551	713	871	1,027	1,186
Class Advisor	551	713	871	1,027	1,186
Dept. Chairperson	1,344	1,505	1,663	1,820	1,978
Band	1,344	1,505	1,663	1,820	1,978
Choir	806	953	1,100	1,244	1,390
Cooperative Training Coordinators	1,663	1,898	2,132	2,347	2,607
Debate	1,344	1,505	1,663	1,820	1,978
Dramatics	1,344	1,505	1,663	1,820	1,978
Forensics	951	1,103	1,266	1,430	1,579
French Club	551	713	871	1,027	1,186
Gifts & Talents	551	713	871	1,027	1,186
International Club	551	713	871	1,027	1,186
Intramurals	1,027	1,186	1,344	1,505	1,663
Knowledge Master	551	713	871	1,027	1,186
Latin Club	551	713	871	1,027	1,186
Lead Prof. Educator	551	713	871	1,027	1,186
Literary Arts Mag.	551	713	871	1,027	1,186
Math Team	551	713	871	1,027	1,186
Minority Exc. Org.	551	713	871	1,027	1,186
Mock Trial	551	713	871	1,027	1,186
Musicals	3,321	3,631	3,951	4,270	4,583
Musical Assistants	1,027	1,186	1,344	1,505	1,663
N.H.S.	551	713	871	1,027	1,186
Natural Helpers	551	713	871	1,027	1,186
Newspaper	1,663	1,898	2,132	2,347	2,607
Orchestra	806	953	1,100	1,244	1,390
Destination Imagination (O.M.)	551	713	871	1,027	1,186
PEER	551	713	871	1,027	1,186
Psychology Club	551	713	871	1,027	1,186
SADD	551	713	871	1,027	1,186
Stage Band	871	1,027	1,186	1,344	1,505
Stage Manager	871	1,027	1,186	1,344	1,505
Student Senate	551	713	871	1,027	1,186
Study Table	551	713	871	1,027	1,186
Swing Choir/Ensemble	806	953	1,100	1,244	1,390
Tech. Resource	551	713	871	1,027	1,186
Triathlon Club	551	713	871	1,027	1,186
Yearbook	1,663	1,898	2,132	2,347	2,607
Others: App. by BOE	551	713	871	1,027	1,186

Years of Experience	0	1 to 2	3 to 4	5 to 6	7+
MIDDLE SCHOOL ACTIVITIES					
Acad. Decathlon	551	713	871	1,027	1,186
Dept. Chairperson	1,344	1,505	1,663	1,820	1,978
Band	871	1,027	1,186	1,344	1,505
Choir	551	713	871	1,027	1,186
Debate	551	713	871	1,027	1,186
Dramatics	749	853	1,071	1,230	1,387
Forensics	551	713	871	1,027	1,186
Gifts & Talents	551	713	871	1,027	1,186
Intramurals	1,186	1,344	1,505	1,663	1,820
Knowledge Master	551	713	871	1,027	1,186
Lead Prof. Educator	551	713	871	1,027	1,186
Literary Arts Mag.	551	713	871	1,027	1,186
Math Team	551	713	871	1,027	1,186
Minority Exc. Org.	551	713	871	1,027	1,186
Mock Trial	551	713	871	1,027	1,186
Musicals	832	993	1,152	1,311	1,466
Newspaper	551	713	871	1,027	1,186
Destination Imagination	551	713	871	1,027	1,186
Orchestra	551	713	871	1,027	1,186
Peer Mediation Adv.	551	713	871	1,027	1,186
PEP Club	551	713	871	1,027	1,186
Sign Language Club	551	713	871	1,027	1,186
School Activity Coord.	1,498	1,726	1,918	2,177	2,399
Stage Band (Jazz Band)	551	713	871	1,027	1,186
Student Council	551	713	871	1,027	1,186
Swing Choir	551	713	871	1,027	1,186
Technology Resource	551	713	871	1,027	1,186
Yearbook	749	853	1,071	1,230	1,387
Others: App. by BOE	551	713	871	1,027	1,186

Years of Experience	0	1 to 2	3 to 4	5 to 6	7+
<u>ELEMENTARY ACTIVITIES</u>					
<u>ELEMENTARY-District Wide</u>					
All City Choir	551	713	871	1,027	1,186
Computer Club	551	713	871	1,027	1,186
Dept. Chairperson	1,344	1,505	1,663	1,820	1,978
Forensics for Fun	276	357	436	514	593
<u>ELEMENTARY - Site</u>					
Lead Prof. Ed.	1,344	1,505	1,663	1,820	1,978
<u>Academic Clubs:</u>					
Gifts & Talents	1,344	1,505	1,663	1,820	1,978
Gifts & Talents - Differentiation	1,344	1,505	1,663	1,820	1,978
Junior Great Books	276	357	436	514	593
Destination Imagination	551	713	871	1,027	1,186
Tech. Resource	551	713	871	1,027	1,186
<u>Service Clubs:</u>					
Dramatics	276	357	436	514	593
Minority Exc. Org.	276	357	436	514	593
Peer Mediation Adv.	276	357	436	514	593
Recycling/Science	276	357	436	514	593
Safety Patrol	551	713	871	1,027	1,186
Student Council	276	357	436	514	593
Others: App. By BOE	276	357	436	514	593

Elementary Intramurals: (Within Building)

Fall \$24.25 per game - (8 games)
 Spring \$24.25 per game - (10 games)

Elementary Intermurals: (Between Buildings)

Winter \$24.25 per game - (6 games / 8 practices)
 Officials \$10.93 per hour

2007-2011 ANNUAL STIPEND / HOURLY RATES

Cooperating Teachers In Intern Program:

1) Intern Supervisor	\$580.33 (\$290.17 / semester)
2) Mentor/Mentee	\$714.77 (\$357.39 / semester)
Medicaid Billing	\$15.00 Per Student/Per Year

Compensation for Extra Duties Schedule: HOURLY RATES

1) Curriculum	
a) Meeting Rate	\$10.00
b) Meeting Rate w/ Minimal Assignments	\$12.50
c) Meeting Rate w/ Substantial Assignments	\$20.97

Noon Hour	
Elementary (max 4 positions)	\$2062. / yr.
Middle Schools (max 4 positions)	\$1546.50 / yr.

September	1	Notice of accumulated sick leave time (p. 36)
October	1	Intent to retire at the end of first semester (p. 25)
November	1	Credits earned during 2 nd semester or the summer must be filed for salary advancement (p. 14)
January	1	Mandated health benefits start (p. 21)
	15	Commence bargaining in odd numbered years (p. 5)
	15	Begin negotiating calendar for next year (p. 6)
February	1	Copy of mandated health benefits to employees (p. 21)
	15	Calendar negotiated for next year (p. 6)
	28	Notification of salary being frozen (p. 14)
	28	Fall/Winter athletic contracts out (p. 19)
March	1	Credits earned during 1 st semester must be filed for salary advancement (p. 14)
	1	Fall/Winter Athletics resignations due (p. 20)
	1	Intent to retire at end of 2 nd semester (p. 25)
April	1	Possible intent to resign due to avoid penalty/assessment (pg. 16)
	1	Resignations now subject to finding replacements (p. 16)
May	1	Request for summer pay in lump sum (p. 13)
	15	Spring athletics contracts out (p. 19)
	30	Spring athletics resignations due (p. 20)
June	1	Reduction in force (layoff) notices due (p. 34)
	15	Penalty Clause of Resignation (p.16)
August	1	Penalty Clause of Resignation (p. 16)

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Superintendent

Steve McNeal

The School District of Beloit complies with all federal, state and local laws prohibiting discrimination against students based on their membership in any protected class.

The School District of Beloit complies with all federal, state and local laws prohibiting discrimination in employment based on a person's membership in a protected class.

The mission of the School District of Beloit is to provide an education appropriate to each student, in order for students to become productive learners and successful citizens in the world community.

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