

STATE OF WISCONSIN

CIRCUIT COURT

KENOSHA COUNTY

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KRISTI LACROIX,  
6206 64<sup>th</sup> Street, Kenosha, WI 53142  
and

CARRIEANN GLEMBOCKI  
1541 Serena Lane, Burlington, WI 53105

Plaintiffs,

v.

Case No. 13-CV-

Declaratory Judgment

Case Code: 30701

KENOSHA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
3600 52nd Street, Kenosha, WI 53144

KENOSHA UNIFIED SCHOOL DISTRICT  
3600 52nd Street, Kenosha, WI 53144  
and

KENOSHA EDUCATION ASSOCIATION BUILDING CORPORATION,  
d/b/a Kenosha Education Association  
5610 55th St, Kenosha, WI 53144,

Defendants.

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## SUMMONS

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THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiffs named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer

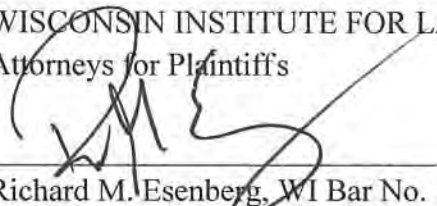
must be sent or delivered to the court, whose address is: **Clerk of Circuit Court, Kenosha County Courthouse, 912 56<sup>th</sup> Street, Kenosha, WI 53140**, and to Wisconsin Institute for Law & Liberty, Inc., plaintiff's attorney, whose address is: 1139 E. Knapp Street, Milwaukee, WI 53202.

You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 21st day of November, 2013.

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5610 55th St, Kenosha, WI 53144

Defendants.

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## COMPLAINT

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Plaintiffs, Kristi Lacroix and CarrieAnn Glembocki, by their attorneys, the Wisconsin Institute for Law & Liberty, as and for their Complaint against Defendants, the Kenosha Unified School District Board of Education (the “Board”), and the Kenosha Unified School District (“School District”), and the Kenosha Education Association Building Corporation, d/b/a Kenosha Education Association (“KEA”) allege and show to the Court as follows:

### INTRODUCTION

1. This is an action for declaratory judgment under Wis. Stat. § 806.04 and for an injunction under Wis. Stat. § 813.02. Plaintiffs seek a declaration that the November 15, 2013,

collective bargaining agreement (the “CBA”) between Defendant School District and Defendant KEA is unlawful, invalid and void on the grounds that: (a) the KEA is not statutorily certified as the collective bargaining agent for Kenosha teachers; (b) the CBA is the product of unlawful collective bargaining in violation of Wis. Stat. § 111.70(4)(mb); (c) the CBA violates the rights of teachers under Wis. Stat. § 111.70(2); (d) the CBA is an unlawful agreement in restraint of trade in violation of Wis. Stat. § 133.03(1); and (e) the CBA was the result of a violation of the Wisconsin Open Meetings Law.

2. Plaintiffs seek a declaration that the CBA is unlawful, invalid, and void and seek an injunction prohibiting the CBA from taking effect.

### **PARTIES**

3. Plaintiff Kristi Lacroix is a citizen of the State of Wisconsin, a resident of the Town of Somers and County of Kenosha, and a taxpayer whose taxes are used to fund the School District. She resides at 6206 64<sup>th</sup> Street, Kenosha, Wisconsin.

4. Plaintiff CarrieAnn Glembocki is currently employed by the School District as a teacher. Plaintiff Glembocki has been employed by the School District since January 2008, and is not a member of the KEA. She resides at 1541 Serena Lane, Burlington, Wisconsin.

5. Defendant School District is a “school district” as that term is used in Chapters 115 through 121 of the Wisconsin Statutes. The School District is a “municipal employer” as defined in Wis. Stat. § 111.70(1)(j).

6. Defendant Board is the governing body of the School District as defined in Wis. Stat. § 115.001(7). The School District and the Board are “governmental bodies” as defined in Wis. Stat. § 19.82(1). The School District and the Board have offices at 3600 52nd Street, Kenosha, WI 53144.

7. Defendant KEA is a non-stock corporation union that purports to represent Kenosha public school teachers and other employees in collective bargaining with the Board and the School District. KEA has offices at 5610 55th St, Kenosha, WI 53144. KEA is a party to the collective bargaining agreement that is the subject matter of this dispute.

### **JURISDICTION AND VENUE**

8. This Court has jurisdiction pursuant to Wis. Stat. § 806.04 in that: (a) there is a

controversy between the parties as to the validity and binding effect of the CBA; (b) the interests of Plaintiffs and Defendants are adverse in that the Board ratified the CBA, the School District and KEA are parties to the CBA, and Plaintiff seeks a declaration that the CBA is unlawful, invalid, and void; (c) Plaintiff Lacroix on behalf of herself and other taxpayers has a legally protected interest because she has suffered and will continue to suffer a pecuniary loss as a result of the Defendants' illegal conduct in that under the CBA her taxes will be spent in a manner which is unlawful and in violation of the public policy of the State of Wisconsin; Plaintiff Glembocki on behalf of herself and other School District employees has a legally protectable interest in her right to individually negotiate the factors and conditions of her employment other than total base wages with the School District and a right not to be required to pay union dues; and (d) the controversy is ripe for determination in that the Board, the School District and KEA are seeking to immediately (and retroactively) implement the CBA, but the CBA is unlawful, invalid and void.

9. Venue is proper in this Court pursuant to Wis. Stat. § 801.50(2)(a) and (c).

## **FACTS**

### **Act 10**

10. In 2011, the Wisconsin Legislature enacted sweeping changes to the statutes that govern collective bargaining between public employees and their employers. These changes included 2011 Act 10 and 2011 Act 32, which amended and modified Act 10. Act 10 became the law in Wisconsin on June 29, 2011; Act 32 on July 1, 2011.

11. Act 32 and Act 10 (together known as "Act 10"), among other things, amended Wis. Stat. § 111.70, the statute that governs collective bargaining between municipal employers and municipal employees. Section 111.70(4)(mb), as amended by Act 10, now prohibits municipal employers such as the School District from bargaining collectively with a union representing its employees with respect to any of the factors or conditions of employment except for total base wages. Base wages do not include overtime, premium pay, merit pay, pay schedules, or automatic pay progression. Wis. Stat. § 111.70(4)(mb).

12. Pursuant to Act 10, teachers have the right, among other things, to (a) vote in an annual election on the certification of a collective bargaining agent, (b) refrain from union

activity, (c) not pay union dues, and (d) not pay any amount under any so-called “fair share” agreements, *i.e.*, non-union teachers forced to pay union dues against their wishes.

### **Act 10 Litigation**

13. In the wake of its passage by the Legislature, several lawsuits were filed that challenged the validity of Act 10 on constitutional and other grounds. Act 10 has been upheld as constitutional by the United States Seventh Circuit Court of Appeals, the United States District Court for the Western District of Wisconsin, and the Honorable John Markson in the Dane County Circuit Court.

14. The U.S. District Court for the Western District of Wisconsin dismissed a number of constitutional challenges to Act 10 and, on appeal, the U.S. Court of Appeals for the Seventh Circuit dismissed all challenges to the statute on federal constitutional grounds. *WEAC v. Walker*, 705 F.3d 640 (7<sup>th</sup> Cir., January 18, 2013). On September 11, 2013, the U.S. District Court of the Western District of Wisconsin upheld Act 10 against a related constitutional challenge, dismissing that case as well. *Laborers Local 236, AFL-CIO v. Walker*, 2013 WL 4875995 (W.D. Wis. Sept. 11, 2013). On October 23, 2013, the Dane County Circuit Court, the Honorable John Markson, presiding, upheld Act 10 against a State constitutional challenge brought by state employees and a union representing them, dismissing that case. *Wisconsin Law Enforcement Association v. Walker*, Dane County Circuit Court No. 12CV4474.

15. But on September 14, 2012, in contrast to these other judicial decisions, the Honorable Juan Colás of the Dane County Circuit Court held parts of Act 10 to be in violation of the Wisconsin State Constitution. *Madison Teachers, Inc. v. Walker*, Dane County Circuit Court No. 11CV3774. The Dane County Circuit Court decision was appealed to the Wisconsin Court of Appeals, and then certified to the Wisconsin Supreme Court. The Wisconsin Supreme Court heard oral argument on November 11, 2013, but has not yet decided the case.

16. It is well-established as a matter of Wisconsin law that Circuit Court decisions such as that by Judge Colás are not binding on anyone other than parties to the lawsuit. Thus, Act 10 remains the law in Wisconsin for everyone except the parties in *Madison Teachers*. The Board and the School District were not parties to the *Madison Teachers* case and are not free to disregard the laws of Wisconsin as a result of the Dane County Circuit Court decision in *Madison Teachers*.

## Recent History of the School District and KEA

### *KEA Fails to Pursue Recertification*

17. As of the effective date of Act 10 – July 1, 2011 – there was a collective bargaining agreement in place between the School District and KEA. That agreement expired by its terms on June 30, 2013. Under Act 10, KEA was to be decertified as the collective bargaining representative for the teachers in the School District at the end of the then-existing collective bargaining agreement (*i.e.*, as of June 30, 2013), unless KEA was recertified as the collective bargaining representative in an election as required by Wis. Stat. § 111.70(4)(d)3.b. (“If no representative receives at least 51 percent of the votes of all of the general municipal employees in the collective bargaining unit, at the expiration of the collective bargaining agreement, the commission shall decertify the current representative and the general municipal employees shall be nonrepresented.”) (emphasis added).

18. When Dane County Judge Colás declared Act 10 to be unconstitutional on September 14, 2012, KEA began to demand that the School District start collectively bargaining with them. Their goal was a new collective bargaining agreement that would reinstate and amend the agreement expiring on June 30, 2013. *See* Kenosha News Article dated November 26, 2012 attached hereto as *Exhibit A*.

19. However, School District officials refused to negotiate with the KEA. The School District Superintendent Michele Hancock and then Board President Mary Snyder sent a letter to employees explaining that it would be illegal for them to collectively bargain a new agreement with employees. A true and correct copy of said letter is attached hereto as *Exhibit B*. The letter from the School District states that the School District’s attorney advised that, “there is no legal authority for claiming that Judge Colás’ decision applies to the School District or any of its bargaining units.” The letter states that the School District’s attorney also stated that, “Should the [School District] engage in bargaining outside the scope of Act 10, both the district and individual board members face the potential of having penalties assessed against them for knowingly violating Act 10.”

20. Thus, the Board and the School District have been on notice for approximately one year that collective bargaining in violation of Act 10 was illegal.

21. After the existing collective bargaining agreement expired on June 30, 2013, KEA declared that it was not going to be filing for recertification, as required by state law. *See*



Kenosha News Article dated September 13, 2013 attached hereto as *Exhibit C*. No election was held to certify KEA as the collective bargaining agent for Kenosha teachers after the expiration of the previous collective bargaining agreement.

*The School District Develops an Employee Handbook*

22. As a result of Act 10's restrictions on collective bargaining, nearly all school districts have replaced expired collective bargaining agreements with employee handbooks. Richards, Erin, *Handbooks Replace Union Contracts in Wisconsin Schools*, Milwaukee Journal Sentinel, Aug. 13, 2011, available at: <http://www.jsonline.com/news/education/127669538.html> ("The passage of the state's new "Act 10" legislation – in effect for all districts that didn't extend a contract with teachers before the passage of the law – gives administrators the ability to make sweeping changes to teachers' pay scales, hours and working conditions without having to negotiate them with unions.").

23. On January 29, 2013, the Board approved the adoption of an employee handbook that would replace all school district employee contracts that were created through collective bargaining. A true and correct copy of the Minutes from the Board's January 29, 2013 meeting is attached hereto as *Exhibit D*. The handbook was scheduled to go into effect on July 1, 2013, which was the day after the expiration of the then existing collective bargaining agreement.

24. The handbook was not implemented on July 1, 2013, and instead either the Board or the School District or both began negotiating with KEA in a series of so-called "meet and confers" over the terms to be included in the handbook.

*The Board Chooses to Engage in Illegal Collective Bargaining*

25. On October 21, 2013, Dane County Circuit Court Judge Juan Colás held the Wisconsin Employment Relations Commission commissioners in contempt of court for implementing Act 10 against entities that were not parties to the case pending before him.

26. Based upon Judge Colás' contempt ruling, KEA once again asserted that the School District was obligated to collectively bargain with KEA. See Kenosha News Article dated October 21, 2013 attached hereto as *Exhibit E*.

27. The Board held a "meeting" as that term is defined by § Wis. Stat. 19.82(2) on October 22, 2013.

28. The agenda for the Board's October 22, 2013, regular monthly meeting contained an item labeled "Old – Business Continued, L. Discussion/Action Adoption of Employee

Handbook.” The full agenda is quite lengthy. A true and correct copy of the Title Page, the Table of Contents, and Page 84 of the Agenda is attached as *Exhibit F*. The entire Agenda is available at <http://www.kusd.edu/sites/default/files/document-library/english/102213rbmagenda.pdf>.

29. Page 84 of the Agenda provides further information on the Agenda item:

Effective July 1, 2013, the collective bargaining agreements between Kenosha Unified School District and the Kenosha Education Association (Teachers, Educational Support Professionals, Interpreters, Carpenters and Painters and Substitute Teachers) and Local 2382 (Secretary Union) expired. Therefore, with the implementation of Act 10, which prohibits unions and employers from bargaining over conditions of employment other than base wages, the Administration is recommending the adoption of a district-wide employee handbook.

Although the handbook was originally adopted in January 2013, in July of 2013, the Board of Education directed the Administration to “meet and confer” with employees groups regarding concerns associated with the original handbook. A series of meetings were held and recommendations from those meetings were incorporated into the draft handbook which will be available on the [School District] website by noon on Tuesday, October 22, 2013.

30. At the October 22, 2013 monthly board meeting, Board member Jo Ann Taube introduced a three-part motion. She moved to “postpone action on the Employee Handbook” until November 26, 2013,” “that [School District] administration and members of the School Board begin to bargain with the respective represented groups regarding mandatory and permissive subjects to reach an agreement no later than November 15, 2013,” and “that the School Board maintain the status quo with respect to all mandatory subjects of bargaining as provided for by the represented groups’ respective 2011-2013 Agreements, and the SEIU 2009-2013 Agreement, until new agreements have been ratified.” A true and correct copy of the Taube motion is attached as *Exhibit G*.

31. The Board approved the Taube motion by a vote of 4-3.

32. The Agenda for the October 22, 2013, Board meeting contained no notice that the Board would be discussing and voting on engaging in collective bargaining with its employees’ unions.

33. Based upon the Board’s decision on October 22, 2013, the School District and/or the Board engaged in collective bargaining with KEA on Friday, November 8, 2013. *See*

Kenosha News Article dated November 8, 2013 attached hereto as *Exhibit H* (“Kenosha Unified and its teachers union exchanged initial bargaining proposals this morning”).

34. On Saturday, November 9, 2013, the Board met for the purpose of “discussion/action regarding **commencing** collective bargaining negotiations” (emphasis added), despite the fact that negotiation had already commenced. A true and correct copy of the notice for the November 9<sup>th</sup> meeting is attached hereto as *Exhibit I*.

*The Unlawful CBA*

35. The collective bargaining that began on Friday, November 8<sup>th</sup> led to an agreement between the School District and KEA, and on Monday, November 11<sup>th</sup> the School District along with KEA (and SEIU and AFSCME) signed a copy of a Tentative Agreement. A true and correct copy of the Tentative Agreement is attached hereto as *Exhibit J*.

36. The Board held a meeting on November 12, 2013 to determine whether it would ratify the Tentative Agreement.

37. At the November 12<sup>th</sup> meeting the Board voted to postpone the decision on whether or not to ratify the collective bargaining agreement until its regularly scheduled meeting on November 26, 2013.

38. However, on November 14, 2013 the Board then scheduled a meeting on 24 hours notice for a meeting at 10:00 on November 15, 2013 to ratify the collective bargaining agreement. A true and correct copy of the November 14<sup>th</sup> notice is attached hereto as *Exhibit K*.

39. At the November 15<sup>th</sup> meeting the Board ratified the terms of the collective bargaining agreement (the “CBA”) that had been negotiated based on the authorization at the October 22, 2013 meeting and which began on November 8, 2013.

40. The CBA consisted of the Tentative Agreement (*Exhibit J*) which incorporated all of the terms of the collective bargaining agreement that had expired on June 30, 2013, and then amended those terms as expressly set forth in the Tentative Agreement. A true and correct copy of the previous collective bargaining agreement is attached hereto as *Exhibit L*. The copy of the previous collective bargaining agreement that is attached hereto is not signed but it is the copy that was posted on the School District’s website while the agreement was in effect.

41. The CBA includes numerous provisions which are unlawful for collective bargaining under Act 10. The CBA covers matters that go far beyond what is permitted by Act 10, including but not limited to provisions on working conditions, teacher assignments, fringe

benefits, teacher tenure, union dues, “fair share” payments, wages (other than base wages), employee healthcare contributions, retiree healthcare, pension, sick leave, and pay schedules, etc. all of which are expressly prohibited by Wisconsin law. Moreover, the CBA includes terms which violate the rights of teachers under Act 10.

42 The Board had been advised by its own legal counsel on that it could not legally ratify the CBA, but the Board did so anyway. The CBA runs retroactively from July 1, 2013 through June 30, 2015.

### FIRST CAUSE OF ACTION

**For a Declaration that the CBA is unlawful, and therefore void, in that it violates Wis. Stat. §§ 111.70(2), 111.70(4)(mb), 111.70(4)(b), and 19.84**

43. Plaintiffs incorporate the allegations of the previous paragraphs as if fully set forth herein.

44. Under Wis. Stat. § 111.70(2) teachers have the right to refrain from union activities, the right to refrain from paying union dues and the right not to be bound by a so-called “fair share” agreement.

45. Under Wis. Stat. § 111.70(4)(d) teachers have the right to vote on an annual basis as to whether they will be bound by a collective bargaining agent. If no collective bargaining agent receives the affirmative vote of 51% of the teachers in a proposed collective bargaining unit in an election held under Wis. Stat. § 111.70(4)(d) the teachers “shall be nonrepresented.”

46. Under Wis. Stat. § 111.70(1)(a), collective bargaining is defined as:

The performance of the mutual obligation of a municipal employer, through its officers and agents, and the representative of its municipal employees in a collective bargaining unit, **to meet and confer at reasonable times, in good faith, with the intention of reaching an agreement**, or to resolve questions arising under such an agreement, with respect to wages, hours, and conditions of employment for public safety employees or transit employees and **with respect to wages for general municipal employees . . .** Collective bargaining includes the reduction of any agreement reached to a written and signed document.

(Emphasis added.)

47. Wis. Stat. § 111.70(4)(mb)(1) limits the subject of authorized collective bargaining to wages as therein defined, and prohibits bargaining with respect to any other factors or conditions of employment:

A municipal employer is prohibited from bargaining collectively with a collective bargaining unit containing a general municipal employee with respect to . . . any factor or condition of employment except wages, which includes only total base wages and excludes any other compensation, which includes, but is not limited to, overtime, premium pay, merit pay, performance pay, supplemental compensation, pay schedules, and automatic pay progressions.

48. Taken together, Wis. Stats. §§ 111.70(4)(mb)(1) and 111.70(1)(a), prohibit the School District from collectively bargaining with any collective bargaining representative on any factors or conditions of employment other than total base wages.

49. Further, KEA is not the authorized collective bargaining representative of the teachers that work for the School District because the KEA was not certified as required by Act 10. Although Judge Colás held in the *Madison Teachers* case that the Wisconsin Employment Relations Commission could not decertify KEA, that decision is not binding on the parties to this case. KEA has not been recertified as the collective bargaining representative in an election as required by Wis. Stat. § 111.70(4)(d)3.b. As a result, the Board and the School District are not permitted by statute to collectively bargain with KEA.

50. In addition, the CBA violates teachers' rights under Wis. Stat. § 111.70(2) because it imposes an obligation on teachers to pay union dues against their will. Section XI(B) at pages 19-20 of the previous collective bargaining agreement (*Exhibit L*) specifically states that "all employees covered by this Agreement shall become members of the Kenosha Education Association or pay to the Association their proportionate share of the cost of collective bargaining process and contract administration ...." This provision was not modified or amended in any way by the Tentative Agreement (*Exhibit J*). Section XI(B) further contains the procedures for the School District to automatically deduct such forced dues from the employees' payroll checks.

51. The Board's meeting on October 22, 2013 in which it authorized the collective bargaining was also unlawful because the Board did not give notice that it intended to take up the issue of collective bargaining at that meeting. Certainly, the Agenda for the October 22, 2013

Board meeting contained no notice that the Board would be discussing and voting on engaging in collective bargaining with KEA.

52. The public notice for the meeting did not adequately set forth the subject matter of said meeting in such form as was reasonable likely to inform the public and did not provide 24 hours prior notice of the subject matter of the meeting in violation of Section 19.84 Wis. Stats.

53. Because the decision to collectively bargain was made in violation of the Wisconsin Open Meetings Act any action taken as a result of such decision is voidable.

54. The Board and the School District directly violated the provisions of Wisconsin law set forth in paragraphs 44-53 above.

55. Wisconsin courts have long held that labor agreements that violate law or public policy are invalid and unenforceable. *Bd. of Ed. of Unified Sch. Dist. No. 1 v. WERC*, 52 Wis. 2d 625, 635 (1971) (“A labor contract term that is violative of public policy or a statute is void as a matter of law.”); *Glendale Prof'l Policemen's Ass'n v. City of Glendale*, 83 Wis. 2d 90, 106, (1978) (“When an irreconcilable conflict exists [between law and a CBA], we have held that the collective bargaining agreement should not be interpreted to authorize a violation of law.”).

56. As a direct result of the unlawful CBA, the Board and the School District were precluded from individually negotiating the factors and conditions of employment with Plaintiff Glembocki or other School District employees which is also in direct violation of Wisconsin law.

57. The Board and the School District unlawfully spent taxpayer funds in collectively bargaining the CBA and will spend substantial addition taxpayer funds in implementing the CBA by, among other things, paying wages under the contract and facilitating payroll deductions for dues.

58. The CBA violates the public policy of the State of Wisconsin.

59. Pursuant to Wis. Stat. § 806.04, Plaintiffs are entitled to a declaration that the CBA is unlawful, invalid and void.

## SECOND CAUSE OF ACTION

### **For a Declaration that the CBA violates Wis. Stat. § 133.03**

60. Plaintiffs incorporate the allegations of the previous paragraphs as if fully set forth herein.

61. Wis. Stat. § 133.03(1) prohibits contracts or agreements in restraint of trade. An agreement that constitutes a concerted refusal to deal is an agreement in restraint of trade, and subject to challenge as a violation of Wisconsin antitrust law as set forth in § 133.03(1).

62. Plaintiff Glembocki and the Defendants are engaged in trade or commerce within the State of Wisconsin. In the ordinary course of such commerce, Plaintiff Glembocki and other employees of the School District would be free to negotiate with the School District with respect to the factors and conditions of their employment by the School District.

63. The CBA constitutes an agreement between the School District on the one hand, and KEA on the other hand, that the School District will not negotiate the factors and conditions affecting her individual employment with Plaintiff Glembocki or with any other individual employees of the School District because to do so would be to violate the CBA if any terms other than the CBA were negotiated on an individual basis. In the absence of the CBA, Plaintiff Glembocki and other employees of the School District would be free to negotiate with the School District as to all of the factors and conditions of their employment.

64. The CBA thus constitutes a concerted refusal to deal.

65. The CBA is not authorized by Wisconsin law as a collective bargaining agreement, and because the CBA prevents the School District from individually negotiating the factors and conditions of Plaintiff's employment it is specifically forbidden by Wisconsin law.

66. The CBA is anticompetitive in purpose and effect. There is no conceivable procompetitive justification for the refusal to deal with Plaintiff Glembocki and other individual employees of the School District. Accordingly, there is no requirement under Wisconsin antitrust law that the anticompetitive effect of the CBA be tested under the rule of reason. To the contrary, the collective refusal to deal embodied in the CBA is nothing more than a naked restraint of trade. As such, the CBA constitutes an unreasonable agreement in restraint of trade and is per se unlawful under Wis. Stat. § 133.03(1).

67. The CBA is not exempt from the application of Chapter 133; it is neither a lawful collective bargaining agreement nor an agreement that is the result of lawful collective bargaining.

68. As a direct result of the unlawful CBA, Plaintiff Glembocki has been injured in that she is precluded from individually negotiating the factors and conditions of her employment by the School District in the free market.

69. Plaintiff Lacroix and other taxpayers are also harmed by the restraint of trade because substantial taxpayer funds will be used to implement the CBA which would not be spent absent the restraint of trade.

70. Pursuant to Wis. Stat. § 806.04, Plaintiffs are entitled to a declaration that the CBA violates Wis. Stat. 133.03(1) and is therefore unlawful, invalid and void.

71. Pursuant to Wis. Stat. § 133.18, Plaintiffs are entitled to recover the costs of this suit, including reasonable attorney fees.

### **THIRD CAUSE OF ACTION**

#### **For an Injunction prohibiting the Unlawful CBA from being enforced.**

72. Plaintiffs incorporate the allegations of the previous paragraphs as if fully set forth herein.

73. The Plaintiffs are irreparably harmed by the CBA. The CBA requires the expenditure of tax monies that cannot be recovered, harming Plaintiff Lacroix and other taxpayers. The CBA forces Plaintiff Glembocki and other teachers to be represented by a collective bargaining agent that the School District employees did not vote for and which was not certified in a election as required by Wis. Stat. § 111.70(4)(d), permits the existence of an unlawful restraint of trade, and was the result of a violation of the Open Meetings Act.

74. The CBA by its terms is effective retroactive to July 1, 2013 and anticipates the immediate payment of \$1,100 per teacher (*See Exhibit J*, p. 5). There are approximately 1,500 teachers employed by the School District which amounts to a total immediate payment of approximately \$1.65 million.

75. The CBA would require further continuing payments in violation of Act 10 because the raises to the employees set forth in the section at page 5 of the Tentative Agreement include raises not permissible under Act 10. In addition, the fringe benefits agreed to in the CBA will impose additional continuing costs on the School District.

76. The CBA also changes teachers' work day from the current 8 hour work day to a 7 ½ hour work day, which means that teachers will not be available to supervise students prior to and at the end of the school day as they currently do. This would amount to a safety issue for students. It also injures taxpayers because they are paying more money for approximately 6%



fewer work-hours. Teachers will work approximately 135,000 fewer hours during a school year (1,500 teachers x 30 minutes per day x 180 school days).

77. In addition, the CBA requires Plaintiff Glembocki and all other School District employees to pay union dues in violation of Act 10 and prohibits them from negotiating their own terms and conditions of employment.

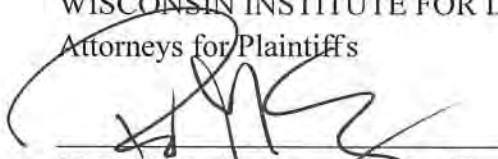
78. The Plaintiffs lack an adequate remedy at law to prevent these payments and costs and an injunction is necessary to preserve the status quo.

WHEREFORE, the Plaintiffs respectfully request this Court grant the following relief:

- A. A declaratory judgment stating that the Board and the School District violated Wis. Stats. §§ 111.70 by entering into collective bargaining negotiations with KEA and in collective bargaining over prohibited topics;
- B. A declaratory judgment that the CBA is unlawful, invalid, void, and of no force and effect;
- C. A declaratory judgment that the CBA constitutes a per se unlawful agreement in restraint of trade in violation of Wis. Stat. § 133.03(1);
- D. A declaratory judgment that the CBA is void because of the violation of Wis. Stat. §19.84;
- E. A judgment directing the Defendants to pay the costs of this lawsuit and Plaintiff's reasonable attorney fees;
- F. An injunction prohibiting enforcement of the CBA; and
- G. Granting Plaintiffs such other and further relief as the Courts deems appropriate.

Dated this 21st day of November, 2013.

WISCONSIN INSTITUTE FOR LAW & LIBERTY  
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# KENOSHA NEWS

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## Unified won't go to bargaining table with KEA

11/26 6:43 p.m.  
Updated 11/27 6:54 p.m.  
BY TERRY FLORES  
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Kenosha Unified School District officials said Monday they won't negotiate with the teachers' union despite a ruling that struck down portions of a state law that had limited collective bargaining.

Since late September, local union leaders have called on the district to start negotiations after portions of the law, known as Act 10, were struck down by Dane Circuit Court Judge Juan Colas as being unconstitutional. As written, the law strictly allows for bargaining on salaries only.

Unified Superintendent Michele Hancock and School Board President Mary Snyder sent a letter last week to district staff, including teachers, explaining that the district was not entering into negotiations on the advice of its attorneys.

"We as a district have not received any form of legal documentation that gives us a defined window to negotiation," the correspondence reads.

District officials cited several entities, including the Wisconsin Association of School District Administrators, the Wisconsin Employment Relations Commission and the Wisconsin Association of School Boards, which have also agreed that the judge's ruling was lawful only in Dane County.

Unified's attorney Joel Azicere of Buelow Vetter Buikema Olson & Viet said while the law may be further clarified in the future, "There is no legal authority for claiming that Judge Colas' decision applies to the KUSD or any of its bargaining units."

"Should the KUSD engage in bargaining outside the scope of Act 10, both the district and individual board members face the potential of having penalties assessed against them for knowingly violating Act 10," he said.

### Statewide caution

Unified spokeswoman Tanya Ruder said nearly all public districts in the state have had reservations about starting the negotiations process.

Shortly after the judge's ruling, Madison teachers settled their contract through 2014. Outside of Madison, however, only a handful of districts have acted to settle since the ruling.

"We are not alone in not jumping into negotiations," said Ruder.

Christina Brey, spokeswoman for the Wisconsin Education Association Council, the state union, said local teachers unions have encountered mixed responses from their respective districts.

Brey said teachers unions have asked districts to discuss workplace issues such as preparation time, class sizes and staffing levels that affect students and professional development.

"We think that's right and proper. There's a mixed response depending on the district. Some like Kenosha are trying to hold off rather than adhere to the decision, and others, like McFarland, have negotiated contracts after the ruling," she said.

"Under these types of negotiated contracts, it is not uncommon that language is included to allow the district to simply go back to a handbook should a court overturn the ruling."

An appeal seeking to overturn the judge's ruling has been filed, but an appeals court has yet to rule.

### Contract expires in June

Unified teachers' contract expires June 30. The district has said it would continue to honor the contract. In the meantime, administration is also developing a comprehensive employee handbook designed to replace all contracts.

Union officials have asked the district to open negotiations, saying Colas' ruling presents a legitimate opportunity to have negotiations and one that would allow both sides to return to collective bargaining.

Joe Kiriaki, Kenosha Education Association's executive director, disagreed with the district's position.

Kiriaki said the fact that Act 10, in large part, was ruled unconstitutional should be applied to every county in the state.

### Saving jobs?

The letter also states that opening negotiations would not allow the district to bring back staff now. Due to the severe cuts to education funding and the district's own financial deficit, administration and the board said it had "no other choice" but to reduce staff.

"Had the KEA leadership agreed to make concessions, 100 or more of those staff members would still be gainfully employed by KUSD," according to the letter.

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"Once again the attack from this administration continues," he said. "And, they're holding the kids hostage."

"We're going to continue to pursue our rights legally and otherwise," he added. "Either we're going to have a contract or a handbook. Let's get it done. ... We shouldn't have to litigate this."

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## There is NO Legal Window

Dear Colleagues,

I would like to take this opportunity to respond to the criticisms that we are receiving regarding the District's "refusal" to open negotiations with the teacher's union.

We as a District have not received any form of legal documentation that gives us a defined window to negotiate. In fact, upon discussions with our attorneys, the Wisconsin Association of School District Administrators (WASDA), Wisconsin Employment Relations Commission (WERC), Wisconsin Association of School Boards (WASB), CESA #1, and others, it has been determined that this ruling is only lawful in Dane County and that we should not enter into any negotiations. We have never refused negotiating with the union. We are simply following professional advice so we do not break the law.

According to our attorney, Joel Aziere of Buelow Vetter Buikema Olson & Vliet, LLC, "At present, there is no legal authority for the position that the Dane County Circuit Court decision is binding upon anyone other than the parties or has precedential value outside Dane County. While there may be clarification down the road, at present time, there is no legal authority for claiming that Judge Colas' decision applies to the KUSD or any of its bargaining units. Should the KUSD engage in bargaining outside the scope of Act 10, both the District and the individual Board Members face the potential of having penalties assessed against them for knowingly violating Act 10."

Peter Davis, General Counsel for WERC, further supported our attorney's advice when he shared that he does not believe this decision is expressly binding on anyone other than the parties to the lawsuit. In addition, Davis does not believe the decision is applicable to anyone outside of Dane County.

The District was clear that for 2012-2013 concessions of one kind or another had to be made in order to reduce the number of layoffs. Despite this information, KEA asked us to honor the existing collective bargaining agreement. Given the District's financial deficit and Governor Walker's severe cuts to public education funding, we had no other choice but to reduce staff. Had the KEA leadership agreed to make concessions, 100 or more of those staff members would still be gainfully employed by KUSD.

Opening up negotiations *today* will not allow us to bring back staff *today*. It will not help us alleviate the impacts we are feeling *today* based on yesterday's decisions. Our staff is relentlessly and positively adapting to these drastic cuts and providing a wide variety of excellent learning opportunities across the District. We have to think about the future, but we can't lose sight of what matters *today* – our students!

Let's move forward together.

Sincerely,



Dr. Michele Hancock  
Superintendent of Schools



Mary Snyder  
Board of Education President



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# Kenosha teachers union is decertified under Act 10 rules

By Associated Press  
CREATED SEP. 13, 2013

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KENOSHA, Wis. (AP) – The teachers union in Wisconsin's third largest school district has been decertified and cannot bargain base wages with its school district.

Under Act 10, unions are required to file for annual recertification by Aug. 30 if they want to be recognized as a bargaining unit. Teacher contracts in Kenosha, Janesville and Milwaukee expired this summer and the unions were required to recertify. Milwaukee and Janesville filed with the Wisconsin Employment Relations Commission by the deadline, but Kenosha did not.

The Journal Sentinel says Christina Brey from the Wisconsin Education Association Council says the majority of its affiliates around the state won't likely seek recertification because it's just another hoop for local unions to jump through.

Act 10 limits the unions' bargaining to base wage increases, which are tied to inflation.

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REGULAR MEETING OF  
THE KENOSHA UNIFIED SCHOOL BOARD  
HELD JANUARY 29, 2013

A regular meeting of the Kenosha Unified School Board was held on Tuesday, January 29, 2013, at 7:00 P.M. in the Board Room of the Educational Support Center. Mrs. Snyder, President, presided.

The meeting was called to order at 7:02 P.M. with the following Board members present: Ms. Stevens, Mrs. Taube, Mr. Gallo, Mr. Nuzzo, Mr. Bryan, Mrs. Coleman, and Mrs. Snyder. Dr. Hancock was also present.

Mrs. Snyder, President, opened the meeting by announcing that this was a regular meeting of the School Board of Kenosha Unified School District No. 1. Notice of this regular meeting was given to the public by forwarding the complete agenda to all requesting radio stations and newspapers. Copies of the complete agenda are available for inspection at all public schools and at the Superintendent's office. Anyone desiring information as to forthcoming meetings should contact the Superintendent's office.

Mrs. Tanya Ruder, Executive Director of Community Partnerships and Media Relations, introduced Mrs. Nana LoCicero who presented information and gave recognition to the Visiting Educators from Huairou, China.

Mr. Kurt Sinclair, Principal at Bradford High School, gave a PowerPoint school presentation which covered the following topics: Core Values, Data Driven Dialogue, Serving Students, Using Data to Sort Students, Activities, What are the Core Values that Guide Us?, and a video which represented the core values established.

There were no Administrative or Supervisory appointments.

Mrs. Taube introduced the Student Ambassador, Monserratt Gonzalez-Gamez, from Indian Trail High School and Academy, and she made her comments.

Mrs. Snyder, Mrs. Coleman, and Mr. Bryan each gave a brief Board Member Professional Development Update.

Mr. Bryan moved to extend the length of time for views and comments by the public to one hour and fifteen minutes. Mrs. Taube seconded the motion. Motion passed. Mr. Nuzzo dissenting.

There were views and comments by the public.

Mrs. Snyder made her remarks which included a PowerPoint presentation in relation to the employee handbook timeline/process.

Dr. Hancock gave the Superintendent's Report which included a "What's in Store – Planning for 2013-2014" PowerPoint presentation.

The Board took a recess at 9:04 P.M. and reconvened at 9:14 P.M.



Consent-Approve item X-C – Summary of Receipts, Wire Transfers and Check Registers was pulled from the consent agenda.

The Board then considered the following Consent-Approve items:

Consent-Approve item X-A – Revised Recommendations Concerning Appointments, Leaves of Absence, Retirements, and Resignations.

Consent-Approve item X-B – Minutes of 12/18/12 Special Meeting and Executive Session, 12/18/12 Regular Meeting, and 1/14/13 Special Meeting.

Mr. Nuzzo moved to approve the consent-approve items as revised. Mrs. Coleman seconded the motion. Unanimously approved.

Mrs. Snyder presented Resolution No. 292 – Resolution Opposing Voucher Expansion which read as follows:

"WHEREAS, public schools in the State of Wisconsin are held to strict accountability standards in an effort to measure student achievement and academic progress, unlike private and parochial schools which are not required to give state assessments or publish student achievement data; and

WHEREAS, public school districts in the State of Wisconsin accept and educate children regardless of race, ethnicity, gender, religion or academic talents, as opposed to those institutions that are able to reject applicants based on low academic performance, discipline issues, special needs, or any number of other factors; and

WHEREAS, the Wisconsin Legislature reduced public education funding for the 2011-13 biennium; and

WHEREAS, the Wisconsin Legislature will convene in January, 2013, and may consider the expansion of a voucher program; which might include expansion of the voucher program in the Kenosha Unified School District, against the wishes of the governing body of the School District; and

WHEREAS, there is no consistent evidence to demonstrate that students who utilize vouchers make better academic progress; and

WHEREAS, Kenosha's instrumentality charters presently provide multiple successful options for parents and children and would be seriously jeopardized by a voucher system; and

WHEREAS, the Kenosha Unified School District currently presents its students with a broad range of outstanding educational options, including charter schools, specialty schools, and open enrollment, and is not, therefore, in need of expansion of the voucher program which currently exists; and



WHEREAS, the implementation of a voucher program that takes any financial resources away from public schools and diminishes the great strides that have been made in those schools is unacceptable; and

WHEREAS, the Kenosha Unified School District Board of Education believes that any expansion of the voucher program in the District has the potential to result in an increase in the District property tax levy, in order to support such an expansion; and a corresponding potential loss in state aid to the District; and

WHEREAS, the School District Board wishes to maximize its available resources for the support of its operating programs, without the need to accommodate or implement an expansion of its voucher program; and

WHEREAS, the Kenosha Unified School District is not in a position to evaluate or assess the benefits/detriments which voucher programs may create in other Wisconsin School Districts; and

WHEREAS, the Kenosha Unified School District does not wish to assert or present a position which might create harm or disadvantage to the educational options which are offered to their students by other Wisconsin School Districts; and

WHEREAS, the Kenosha Unified School District Board of Education believes that each Wisconsin School District must individually determine whether an expansion of its voucher program is beneficial, or detrimental, to its students and educational programs.

NOW, THEREFORE, BE IT RESOLVED that the Kenosha Unified School District opposes any legislation or other effort by the Wisconsin Legislature to expand a voucher program in the Kenosha Unified School District or any other program that would have an effect similar to that of a voucher program, and encourages its elected officials to oppose the same.

BE IT FURTHER RESOLVED that the Kenosha Unified School District directs its Superintendent to take immediate action to alert the District's state legislators, Senators Robert Wirch and John Lehman and Representatives Peter Barca, Samantha Kerkman and Tod Ohnstad about the need to oppose voucher legislation in the Kenosha Unified School District and the negative consequences on the school district and the public education system and to provide a copy of this resolution to them.

BE IT FURTHER RESOLVED that the Kenosha Unified School District will encourage others, including parents, students and District taxpayers, to recognize the detrimental effect of a voucher system on public education in the Kenosha Unified School District and to contact elected legislators to convey the importance of supporting public education in the State of Wisconsin."

Mr. Bryan moved to approve Resolution No. 292 – Resolution Opposing Voucher Expansion with the recommended change of the third "its" in the tenth paragraph to "a". Mrs. Taube seconded the motion. Unanimously approved.

Mrs. Sheronda Glass, Executive Director of Business, presented Policy/Rule 1240 – Access to Public Records submitted by Mrs. Glass and Dr. Hancock, excerpts follow:

“Policy and Rule 1240 – Access to Public Records designates the Superintendent of Schools as the legal custodian of records. The policy also defines a “record” and provides guidance regarding records requests and records retention. Recommended changes to the policy include clearly stating that District records shall be retained for periods of time specific in the Wisconsin Records Retention Schedule for School Districts provided by the Wisconsin Department of Public Instruction and updating position titles in the “Legal Custodian(s) of Records” portion of the rule.

At the December 4, 2012 Personnel/Policy Standing Committee meeting, a committee member requested that this item be returned to the Committee in January to allow time to compare the policy with the Wisconsin Records Retention Schedule for School Districts and Wisconsin State Statutes. There were no objections from other Committee members or Administration. At its January 8, 2013 meeting, the Committee voted to forward the proposed revisions to Policy 1240 to the School Board for a first and second reading.

Administration recommends that the School Board approve revisions to Policy and Rule 1240 - Access to Public Records as a first reading this evening and a second reading at the February 26, regular school board meeting.”

Mr. Bryan moved to approve Policy/Rule 1240 - Access to Public Records as a first reading this evening and as a second reading at the February 26, regular school board meeting. Mrs. Coleman seconded the motion. Unanimously approved.

Mr. Kristopher Keckler, Executive Director of Information & Accountability, presented Policy/Rule 5260 – Open Enrollment – Full Time submitted by Mr. Keckler and Dr. Hancock, excerpts follow:

“Policy and Rule 5260 – Open Enrollment - Full Time addresses the state mandate of providing open enrollment opportunities to nonresident students. As the practice of open enrollment has grown over the past several years, especially in the area of virtual charter school enrollments, school districts have experienced cases of habitual truancy. State Statute 118.16 speaks to the school attendance enforcement and notification procedures for all students. Updated guidelines, as communicated from the Department of Public Instruction, declare that termination of open enrollment students due to habitual truancy must now be included in any district open enrollment policy. The definitions, notifications, and interventions that currently apply to resident students will now be consistent and apply to open enrolled students.

At its January 8, 2013, meeting, the Personnel/Policy Committee voted to forward the proposed revisions to Policy 5260 to the School Board for a first and second reading. Administration recommends that the School Board approve revisions to Policy 5260 – Open Enrollment - Full Time as a first reading this evening and a second reading at the February 26, 2013, regular school board meeting.”

Mr. Nuzzo moved to approve Policy/Rule 5260 – Open Enrollment - Full Time as a first reading this evening and as a second reading at the February 26, 2013, regular school board meeting. Mr. Gallo seconded the motion. Unanimously approved.

Mr. Patrick Finnemore, Director of Facilities, presented the Simmons Field Lease Termination submitted by Mr. Finnemore and Dr. Hancock, excerpts follow:

“Attached is the proposed Lease Termination Agreement developed by the City with input from KUSD and others. If approved by all parties, this agreement would terminate both the lease between the City and KUSD, and also the sublease between KUSD and Kenosha Post No. 21 of the American Legion. Similar to the original agreement and lease, the lease termination does not include any financial considerations between any of the parties.

This report was reviewed by the Planning, Facilities and Equipment Committee at its January 8, 2013 meeting, and the Committee unanimously recommended that the report be forwarded to the full Board for consideration.

Administration recommends Board approval of the termination of the Simmons Field lease and associated sublease as described in this report.”

Ms. Stevens moved to approve the termination of the Simmons Field lease and associated sublease. Mrs. Coleman seconded the motion. Unanimously approved.

Mr. Keckler presented the Open Enrollment Allocation – 2013-2014 School Year submitted by Renee Blise, Senior Research Analyst; Ms. Belinda Grantham, Director of Early Education Programs; Ms. Susan Valeri, Director of Special Education and Student Support; Ms. Karen Davis, Assistant Superintendent of Elementary School Leadership; Mr. Daniel Tenuta, Assistant Superintendent of Secondary School Leadership; Mr. Keckler; and Dr. Hancock, excerpts follow:

“The Wisconsin Department of Public Instruction (DPI) stipulates that a district must allocate open enrollment spaces during their January board meetings. This allocation requirement is two months sooner than in previous years. The Open Enrollment period for the state runs from February 4<sup>th</sup>, 2013, to April 30<sup>th</sup>, 2013. Similar to last year, the open enrollment application window was expanded from the historical three (3) weeks to three (3) months. Along with the usual open enrollment window, applicants can also apply for immediate admittance into a non-resident district (i.e. KUSD) during the current school year if the applicant can demonstrate that he/she meets certain criteria.

Attached in Appendix “A” is a listing by grade of available open enrollment seats for both regular and special education for School Year 2013-14. DPI has indicated that the District’s affirmation must specifically delineate both regular and special education seats by grade and not just an overall number of available seats.

In terms of available spaces for School Year 2013-14 within the Kenosha Unified School District, the Offices of Educational Accountability, School Leadership, and Teaching and Learning (Special Education/Student Support and Early Education) met on multiple occasions to gather, delineate and refine information related to this issue. After

review of our available data and enrollment projections, this collaborative team with the endorsement of the Superintendent of Schools makes the recommendation contained in Appendix "A" to the School Board for formal affirmation. The affirmation is only applicable to space availability for School Year 2013-14.

Administration recommends that the Kenosha Unified School Board affirm and approve the space availability for open enrollment students (both regular and special education) as noted herein for School Year 2013-14."

Ms. Stevens moved to approve the space availability for open enrollment students (both regular and special education) as noted for school year 2013-14. Mrs. Taube seconded the motion. Unanimously approved.

Mrs. Glass presented the Adoption of the Employee Handbook submitted by Mr. Edward Kupka, Interim Director of Human Resources; Mrs. Glass, and Dr. Hancock, excerpts follow:

"Effective July 1, 2013, the collective bargaining agreements between Kenosha Unified School District, the Kenosha Education Association and Local 2382 (Secretaries' Union) will expire. Therefore, with the implementation of Act 10, which prohibits unions and employers from bargaining over conditions of employment other than base wages, the Administration is recommending the adoption of a district-wide employee handbook.

The handbook development was a comprehensive process which included a district-wide employee feedback survey, five handbook subcommittees including health insurance, benefits other than health, hours of the workday, staffing and compensation and a District Leadership Handbook Committee. These committees were comprised of employees from all bargaining groups across the district. Their charge was to provide feedback on proposed handbook language to the lead committee. The Lead Committee, comprised of Ms. Mary Snyder, Bob Nuzzo, Atty. Susan Love and the Leadership Council, gathered the feedback/information and drafted a handbook.

It should be noted that in June 2012, the Board of Education adopted a "transition" handbook for SEIU, Service Employees Union. The adoption of this Employee Handbook will cover all employees effective July 1, 2013.

It is the recommendation of the Administration that the Board of Education adopt the proposed district-wide Employee Handbook."

Mrs. Glass gave a PowerPoint presentation which included a comparison of information included in the 2005 personnel guidebook vs. the proposed 2013 employee handbook.

Mr. Nuzzo moved to approve the Adoption of the Employee Handbook. Mrs. Coleman seconded the motion.

Mrs. Glass introduced Attorney Susan Love from Buelow, Vetter, Buikema, Olson, & Vliet, LLC and both Attorney Love and Mrs. Glass responded to questions from Board members.

Mr. Nuzzo moved to call the question.

Roll call vote. Ayes: Mr. Gallo, Mr. Nuzzo, Mrs. Coleman, and Mrs. Snyder. Noes: Ms. Stevens, Mrs. Taube, and Mr. Bryan.

The motion to call the question did not follow parliamentary rules and should have been called out of order.

Ms. Stevens moved to defer action on the Adoption of the Employee Handbook. Mrs. Taube seconded the motion.

Roll call vote. Ayes: Ms. Stevens, Mrs. Taube, and Mr. Bryan. Noes: Mr. Gallo, Mr. Nuzzo, Mrs. Coleman, and Mrs. Snyder. Motion failed.

Roll call vote on Mr. Nuzzo's original motion to approve the Adoption of the Employee Handbook: Ayes: Mr. Gallo, Mr. Nuzzo, Mrs. Coleman, and Mrs. Snyder. Noes: Ms. Stevens, Mrs. Taube, and Mr. Bryan. Motion carried.

Mrs. Snyder presented the Donations to the District as contained in the agenda.

Mr. Gallo moved to approve the Donations to the District as contained in the agenda. Mr. Nuzzo seconded the motion. Unanimously approved.

The Summary of Receipts, Wire Transfers, and Check Registers submitted by Ms. Heather Kraeuter, Accounting Supervisor; Mrs. Tina Schmitz, Chief Financial Officer; and Dr. Hancock was presented, excerpts follow:

"It is recommended that the December 2012 cash receipts deposits totaling \$235,740.12 and cash receipt wire transfers-in totaling \$39,822,388.74, be approved.

Check numbers 488691 through 489939 totaling \$13,040,069.98, and general operating wire transfers-out totaling \$320,497.34, are recommended for approval as the payments made are within budgeted allocations for the respective programs and projects.

It is recommended that the December 2012 net payroll and benefit EFT batches totaling \$12,395,493.57, and net payroll check batches totaling \$9,457.33, be approved."

Mr. Bryan moved to approve the Summary of Receipts, Wire Transfers, and Check Registers. Mrs. Coleman seconded the motion. Motion carried. Ms. Stevens dissenting.

Meeting adjourned at 11:00 P.M.

Stacy Schroeder Busby  
School Board Secretary

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## Court ruling recertifies Kenosha Education Association

Published October 21, 2013

2 13

**BY DENEEN SMITH**  
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([http://www.kenoshanews.com/contact\\_us/index.php?to=dsmith](http://www.kenoshanews.com/contact_us/index.php?to=dsmith))



Kenosha Education Association Executive Director Joe Kiriaki, shown at a union rally in 2011, was in court in Madison Monday, when a Dane County judge issued a ruling that effectively recertified the Kenosha teachers' union. ( KENOSHA NEWS FILE PHOTO BY SEAN KRAJACIC )



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Following a judge's ruling Monday afternoon, the Kenosha Education Association must again be recognized by the Kenosha Unified School District as the union representing teachers and other staff.

Dane County Circuit Judge Juan Colas issued an injunction Monday barring the Wisconsin Employment Relations Commission from enforcing the collective bargaining restriction of Act 10.

Colas found the commission in contempt for enforcing provisions of Act 10 despite the judge's earlier ruling that some provisions of the law were unconstitutional.

The judge also ordered the commission to write to the Kenosha Unified School District Monday to say the KEA is again recognized as the bargaining unit for teachers. Tanya Ruder, spokeswoman for the district, said that notice came by email Monday afternoon.

"We did receive notice, and we are following the advice of our lawyers," Ruder said.

With the ruling, KEA leader Joe Kiriaki said the union will call on the district to immediately begin bargaining.

### **New ruling casts wider net**

Until Monday, the state was applying Colas' ruling only to unions in Dane County, and was continuing to prepare for annual certification elections for more than 400 other unions next month, despite the ruling.

The KEA was one of the first unions affected by that stance. Last month, the commission decertified the KEA because it had not met a deadline for filing paperwork for a recertification election.

Following the ruling Monday, Peter Davis of the state commission wrote an email to Sheronda Glass, KUSD executive director of business services, stating that ruling no longer applied.

"Pursuant to Judge Colas' ruling today, the Commission's emergency administrative rules as to certification elections are, at the present time, null and void. Thus, at the present time, my prior emails to you and the District as to the impact of those rules on a union that did not file a certification are withdrawn," Davis wrote in an email obtained by the Kenosha News.

"WERC will be appealing the judge's ruling, but will be honoring it unless it is stayed or overturned," Davis's email stated.

Kiriaki, executive director of the KEA, said the union joined the legal challenge to the commission after the decertification decision.

"We've maintained all along that the court's decision applied to everybody everywhere in the state, because you can't say that a state law applies only to one county," Kiriaki said.

He said the union deliberately decided not to hold a certification "because we felt strongly that Colas' decision applied to everybody."

### **'Justice was served'**

Kiriaki was in court when Colas issued his injunction Monday.

"Today is a great day," Kiriaki said. "Justice was served."

Under Act 10, passed by Republicans in 2011, union bargaining for most public employees was limited only to wages, with any wage increases capped at inflation rates. The law also required unions to hold annual recertification elections.

The law has been subject to a series of court battles. The state Supreme Court is taking up the law this fall, with oral arguments expected to begin next month.

## Comments

**By fluffykins**  
Published October 21, 2013

The KEA is now the walking dead. Where's Kloppenburg when you need her?

Quote      Report

(/scripts/edoris/edoris.dll?tem=kn\_d\_quote&parentid=111373&documentid=4739179)

**By ....**  
Published October 21, 2013

"Kiriaki said. "Justice was served" Too funny, Joe has no interest in justice, nor would he accept it if offered.

Quote      Report

(/scripts/edoris/edoris.dll?tem=kn\_d\_quote&parentid=111376&documentid=4739179)

**By rehrig**  
Published October 22, 2013

Typical union. No regard for those that do not want the union in their school. It is all about money and NOTHING to do with education or the profession. Absolutely disgusting. Joe makes well

Most Read
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**Get Out Today for Nov. 18**  
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Published 11/17 at 11:32 p.m.

1





**REGULAR MONTHLY BOARD MEETING**

**October 22, 2013**

**7:00 P.M.**

**Educational Support Center  
Board Meeting Room  
3600-52<sup>nd</sup> Street  
Kenosha, Wisconsin**





Regular School Board Meeting  
October 22, 2013  
Educational Support Center  
7:00 P.M.

- I. Pledge of Allegiance
- II. Roll Call of Members
- III. Awards/Recognition
  - NUMATS Award Winner
  - 2014 National Merit Scholarship Competition Finalist
  - 2014 National Achievement Scholarship Program Finalists
  - Festival of Arts and Flowers School Board Collection Winner
  - Resolution No. 298 – Resolution of Commemoration - American Education Week 2013 ..... Page 1
- IV. Administrative and Supervisory Appointments
- V. Introduction and Welcome of Student Ambassador
- VI. Legislative Report
- VII. Views and Comments by the Public
- VIII. Response and Comments by Board Members (Three Minute Limit)
- XI. Remarks by the President
- X. Superintendent's Report
- XI. Consent Agenda
  - A. Consent/Approve Recommendations Concerning Appointments, Leaves of Absence, Retirements and Resignations..... Pages 2-3
  - B. Consent/Approve Minutes of 9/24/13, 10/03/13, 10/08/13 and 10/15/13 Special Meetings and Executive Sessions, 10/15/13 Special Meeting and 9/24/13 Regular Meeting ..... Pages 4-13

XI. Consent Agenda - Continued

- C. Consent/Approve Summary of Receipts, Wire Transfers and Check Registers .... Pages 14-22
- D. Consent/Approve Policy/Rule 5280 - Education for Homeless Children and Youth (EHCY) (Second Reading) ..... Pages 23-28

XII. Old Business

- A. Discussion/Action Official Third Friday Enrollment Report (School Year 2013-14)..... Pages 29-56
- B. Discussion/Action Report of Contracts in Aggregate of \$25,000 ..... Pages 57-60
- C. Discussion/Action Change in the Fiscal Year 2012-13 Adopted Budget ..... Pages 61-64
- D. Discussion/Action 2012-2013 Budget Carryovers to the 2013-14 Budget ..... Pages 65-69
- E. Discussion Formal Adoption of the 2013-2014 Budget-Update
- F. Discussion/Action School Board Policy/Rule 3110 - Annual Operating Budget..... Pages 70-73
- G. Discussion/Action School Board Policy/Rule 3112 - Budget Administration..... Pages 74-75
- H. Discussion/Action School Board Policy/Rule 3113 - Fiscal Impact Statement ..... Pages 76-77
- I. Discussion/Action School Board Policy/Rule 3121 - Financial Accounting..... Pages 78-79
- J. Discussion/Action School Board Policy/Rule 3122 - Accounts Receivable/Uncollectible Accounts ..... Pages 80-81

SCHOOL BOARD AGENDA

Page 3

October 22, 2013

XII. Old Business - Continued

K. Discussion/Action School Board Policy/Rule 3323 -  
Fund Balance..... Pages 82-83

L. Discussion/Action Adoption of Employee  
Handbook ..... Pages 84

XIII. New Business

A. Discussion/Action Resolution to Exceed  
Revenue Limit On Non-  
Recurring Basis (Debt  
Service Payments On  
Energy Efficiency Measures ..... Pages 85-89

B. Discussion/Action Employee Wage Increase..... Page 90

C. Discussion/Action Donations to the District..... Page 91

XIV. Other Business as Permitted by Law

Tentative Schedule of Reports, Events and Legal  
Deadlines For School Board (October-November) ..... Page 92

XV. Predetermined Time and Date of Adjourned Meeting, If Necessary

XVI. Adjournment

Kenosha Unified School District  
Kenosha, Wisconsin

October 22, 2013

**Adoption of Employee Handbook**

Effective July 1, 2013, the collective bargaining agreements between Kenosha Unified School District and the Kenosha Education Association (Teachers, Educational Support Professionals, Interpreters, Carpenters and Painters and Substitute Teachers) and Local 2382 (Secretary Union) expired. Therefore, with the implementation of Act 10, which prohibits unions and employers from bargaining over conditions of employment other than base wages, the Administration is recommending the adoption of a district-wide employee handbook.

Although the handbook was originally adopted in January 2013, in July of 2013, the Board of Education directed the Administration to “meet and confer” with employees groups regarding concerns associated with the original handbook. A series of meetings were held and recommendations from those meetings were incorporated into the draft handbook which will be available on the KUSD website by noon on Tuesday, October 22, 2013.

October 22, 2013

Based on Judge Golas's ruling and advice from legal council

I, Jo Ann Taube, move:

- 1) to postpone action on the Employee Handbook and any wage increase agreements, until November 26, 2013,
- 2) that KUSD administration and members of the School Board begin to bargain with the respective represented groups regarding mandatory and permissive subjects to reach an agreement no later than November 15, 2013, and
- 3) that the School Board maintain the status quo with respect to all mandatory subjects of bargaining as provided for by the represented groups' respective 2011-13 Agreements, and the SEIU 2009-13 Agreement, until new agreements have been ratified.

2



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 Tune In ([http://www.kenoshanews.com/scripts/scripts/edoris/edoris.dll?tem=access\\_no\\_url&dest=dtv](http://www.kenoshanews.com/scripts/scripts/edoris/edoris.dll?tem=access_no_url&dest=dtv))  
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# KENOSHA NEWS

(../home/index.php) Tuesday,

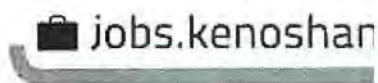


262-484-4356  
 6803 Sheridan Road  
 Mon 7am - 8pm, Sat 8am - 5pm  
[modernfamilydentists.com](http://modernfamilydentists.com)



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 Sunday Choice (../news/sundaychoice.php)  
 Week in Review (../news/weekinreview.php) Police Reports (../police\_reports/)  
 Business (../news/business.php)



## KEA, school district exchange contract proposals

Published 11/8 at 8:34 p.m.



**BY JOHN KREROWICZ**

[jkrerowicz@kenoshanews.com](mailto:jkrerowicz@kenoshanews.com)  
 ([http://www.kenoshanews.com/contact\\_us/index.php?to=jkrerowicz](http://www.kenoshanews.com/contact_us/index.php?to=jkrerowicz))

Representatives of the Kenosha Education Association and Kenosha Unified School District exchanged contract proposals Friday morning.

The meeting was held even though a group has challenged the School Board's vote directing administrators to begin negotiating with district





KEA Executive Director Joe Kiriaki, left, and Assistant Executive Director Juan Jimenez exchange preliminary contract proposal with KUSD President Rebecca Stevens and Vice President Jo Ann Taube Friday. ( KEVIN POIRIER )

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unions.

The offers were presented in an open session at the association's office, 5610 55th St.

The School Board plans to meet at the Educational Support Center, 3600 52nd Street at 6 p.m. today and/or 7:30 a.m. Monday to take a new vote. Unified spokeswoman Tanya Ruder said the two sessions were scheduled in case the board was unable to convene the quorum needed for a vote tonight.

Ruder said the board scheduled tonight's meeting as well as the possible alternative meeting for Monday so both were properly noticed under Wisconsin's Open Meetings Law, which requires a minimum of 24 hours for public notice.

In addition, a third special board meeting has been arranged for Nov. 12 at the Center for possible ratification of contracts. That meeting would be at 8 p.m. or immediately after 5:30 p.m. standing committee meetings.

The district's wage proposals for KEA-represented groups included:

- n \$1.5 million to be distributed among all teachers in a lump sum.

- n Adding 75 cents per hour then 2.07 percent on the salary schedule for educational support professionals.

- n Adding 2.07 percent to the salary schedule for interpreters, carpenters and painters, and substitute teachers.

The district also proposed adding 2.07 percent to the salary schedule for American Federation of State, County and Municipal Employees Local 2383 Secretary union and service employees, which are not part of the KEA.



## **No details in union proposal**

KEA Executive Director Joseph Kiriaki said the union's paperwork was absent details because that information and any discussions about it should be done privately, as usually occurs in bargaining.

The Association's proposal read: "Kenosha Education Association proposes to bargain all employment matters allowable by law for all KEA represented groups which include educators, educational support personnel, substitute teachers, interpreters, carpenters and painters."

Kiriaki said the union planned on negotiating wages, benefits and working conditions.

The district was represented at the Friday session by School Board President Rebecca Stevens and board Vice President Jo Ann Taube. District legal counsel indicated School Board members, but not administrators, could attend the session, given the challenge to the vote.

Stevens said the next bargaining session date would be arranged quickly. The board has voted to wrap up negotiations by Nov. 15, a date both sides agreed on Friday could be met. Stevens said most of the usual bargaining issues have been resolved in previous, non-bargaining meetings on an employee handbook.

Friday's exchange was another in a meandering recent history of public unions in the state. The Legislature in 2011 passed Act 10, which outlawed collective bargaining for most public employees, with the exception of limited negotiation on wages. Friday's proposal exchange was arranged after a Dane County Circuit Court judge prohibited a state agency from enforcing Act 10's collective bargaining restrictions.

Various legal challenges have been filed to the law, which is to go before the state Supreme Court this month.

## **Three special meetings scheduled**

The Kenosha Unified School Board plans to meet at 6 p.m. today at the Educational Support Center, 3600 52nd Street, to possibly take a new vote on starting union contract talks.

A second notice also was issued indicating the board plans to meet at 7:30 a.m. Monday at the Center for the same reason in case there is not quorum for the Saturday meeting..

A third special board meeting has been arranged for Nov. 12 at the Center for possible ratification of contracts. That meeting would be at 8 p.m. or immediately after 5:30 p.m. standing committee meetings.

Unified's attorney had recommended a new vote after a challenge surfaced on Thursday, according to School Board President Rebecca Stevens.

## **'Correcting' a vote**

Stevens said the lawyer indicated the board needed to "correct" its Oct. 22 vote in order for negotiations to proceed.

"That should be an easy thing to do," she said at a Friday session where she exchanged initial contract proposals with Kenosha Education Association Executive Director Joseph Kiriaki at the union's office, 5610 55th St.

The KEA represents teachers, educational support personnel, substitute teachers, interpreters, carpenters and painters.

The district was represented at Friday's session by Stevens and Board Member Jo Ann Taube. The district's legal counsel indicated school board members could attend the session but administrators should not, given the challenge to the vote.

The new vote apparently is needed because the board directed district administration to begin bargaining with employee unions even though collective bargaining was not on the published agenda.

The Wisconsin Institute for Law and Liberty, a Milwaukee-based conservative public interest law firm, has alleged the board violated the open meetings law by taking the vote. The organization wanted the vote voided.

Stevens didn't believe a new vote was necessary but said it would be arranged during a special board meeting. "Our attorney says we need to correct it, and I'm not going to take the chance" by not having a revote, she said.

### Concerned about delay

Kiriaki said he was concerned that the vote challenge was intended to delay the negotiating progress. He said administrators have contracts, and teachers and others deserve one too.

"I agree we need to move forward," said Stevens.

### Comments

**By northwestern mike**  
Published 11/8 at 8:59 p.m.

Sure looks like they are in a hurry to get this done. Grab your ankles Kenosha residents.

Quote (/scripts /edoris Report

/edoris.dll?tem=kn\_d\_quote&

**By boymeatpucker**  
Published 11/8 at 9:52 p.m.

Sure seems that Milwaukee has not meddled enough with other cities. Now their wacko 'conservatives' want to stir up a distraction from their hometown boy governor refusing to OK the casino - so they get the Kenosha school board jumping to their demands.

Quote (/scripts /edoris Report

/edoris.dll?tem=kn\_d\_quote&

**northwestern mike said:** Sure looks like they are in a hurry to get this done. Grab your ankles Kenosha residents.

November 8, 2013

Pursuant to a call by the President, the School Board of the Kenosha Unified School District will hold a special meeting at 6:00 P.M. on Saturday, November 9, 2013, in the Board Meeting Room at the Educational Support Center located at 3600-52<sup>nd</sup> Street. The purpose of this meeting is for discussion/action regarding commencing collective bargaining negotiations with collective bargaining representatives.

Dr. Michele Hancock  
Superintendent of Schools



**Kenosha Unified School District  
Contract Negotiations  
All Groups**

**Tentative Agreement**

**Contract Years – Two One Year Agreements**

**Effective July 1, 2013 thru June 30, 2014**

**Effective July 1, 2014 thru June 30, 2015**

- 1. The following language will replace current contract language for all groups:**

**Sick Leave**

Sickness is defined as personal illness, disability, or emotional upset caused by serious accident or illness in the immediate family

For purposes of sick leave, immediate family is defined to include spouse, brother(s), sister(s), children, parent(s), parent(s)-in-law, registered domestic partner, and other family members living in the household. Sick leave may be used for other individuals only with the prior approval of the Superintendent or his or her designee.

Sick leave will be taken in half (½) day or full day increments. After three (3) consecutive days, the employee may be required to provide an excuse from the physician who treated them when returning to work. The Supervisor may request a medical excuse or other documentation regarding the use of sick leave at any time.

Classroom professionals will receive ten (10) sick days per year up to a maximum of ninety (90) days. Staff that work ten (10) months will receive ten (10) days per year and staff that work twelve (12) months will receive twelve (12) days per year up to a maximum of ninety (90) days. Employees working at least twenty (20) hours per week will be eligible for sick leave on a prorated basis. Employees starting mid-year will receive a prorated number of days based on their start date and benefit eligibility status. Part-time and temporary employees will not accrue sick time.

Sick leave may not be used prior to accrual. The District may require employees to provide a note from the doctor verifying that an absence was caused by a medical situation. The District also may require documentation from the doctor authorizing the employee to return to work. If sick leave is exhausted, employees should refer to this handbook for any additional unpaid leaves available.



## **Long Term Leave Absence**

A leave of absence may be granted in extreme situations at the discretion of the District. Employees must notify their Supervisor and the Office of Human Resources of the need for a leave at the earliest possible time; normally no less than thirty (30) day notice is required, where practical. Notification must include the reason for the request. Human Resources and the supervisor will work together to approve or deny the request. Length of service will be maintained but does not accrue, and the employee will be required to post for an open position when ready to return. An employee returning from a leave of absence will be placed on the salary schedule at the step and level for which the employee qualifies or at the pay rate which is commensurate with his/her new assignment, whichever is applicable. Additionally, a leave of absence may be granted for the following reasons at the discretion of the District:

- **Education:** An employee may be granted up to one (1) year of leave of absence for educational purposes.
- **Childrearing Leave:** An employee may be granted up to one (1) year leave of absence for birth or adoption of a child.

## **Funeral Leave**

Funeral leave may be utilized up to six days (1-6) for husband, wife, son, daughter, father, mother, sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild, grandfather, grandmother, registered domestic partner or other person whom the employee stands in a mutually acknowledged relationship of parent or child and up to three (1-3) for aunt, uncle, niece, nephew, stepmother, or stepfather.

## **Personal Day**

All Employees may use two (2) sick days per year as personal days. These days will be deducted from the employee's accrued sick time.

## **Holidays**

MLK Day for all groups

## **Snow Days – All Except Service**

Two snow days will be provided for all employee groups except for service employees.

**As it relates to assignments, posting and reassignment, the District proposes the following:**

### **Teacher's Agreement**

#### **Assignments, Postings and Transfers**

Employees may be assigned or reassigned to a position within their classification at the District's discretion. Vacant positions will be posted for a minimum of five (5) school days. The District may consider employees' request for assignments and reassignments based on the following criteria:

- Licensure, relevant knowledge, skills and abilities
- Job performance
- Years of service within the group

The top three candidates will be interviewed for the position. The most qualified applicant will be selected. If all applicants meet the selection criteria, the most senior applicant will be awarded the position. Qualification testing may be administered (if applicable.)

#### **Procedure:**

1. Employees interested in transferring must complete a transfer request form.
2. Human Resources will review all transfer request forms and evaluate credentials.
3. Position descriptions will be provided for all vacant position.
4. Employees who are not meeting performance expectations in their current job will not be allowed to transfer.

#### **Reduction in Workforce**

In the event that the Board of Education, in its sole discretion, determines that it is necessary to reduce the number of certified staff, the following will be considered:

1. Certification in area;
2. Effectiveness in teaching and related professional responsibilities evidenced by professional employee evaluation;
3. Adaptability to other assignments (academic) and multiple licenses;
4. Evidence of professional growth as well as specialized or advanced training;
5. Previous history of grade levels and subject areas taught;
6. Years of service within the group.

When possible, the District will provide the employee subject to layoff forty-five (45) school days written notice; however, based on the circumstances, the District expressly reserves the right to notify an employee of layoff with less than forty-five (45) school days written notice.

An employee who is laid off will retain original date of hire for purposes of determining wages should the employee return to employment with the District with a period of one (1) year from the date of layoff; however, the time spent on layoff shall not count toward years of service with the District.

#### **Recall Procedures**

1. The Board of Education will determine the number of teaching positions to be filled each year.
2. Teachers who were laid off in the previous year, will be recalled based on the following criteria:
  - o Certification;
  - o History of grade levels and subjects taught;
  - o Years of service within the group

#### **Secretaries, Service, Carpenter and Painters, Interpreters, and Educational Support Professional's Agreement.**

#### **Assignment, Posting and Transfer**

Employees may be assigned or reassigned to a position within their classification at the District's discretion. Vacant positions will be posted for a minimum of seven (7) business days on the website and on employee information boards. The District may consider employees' request for assignments and reassignments based on the following criteria:

- Relevant knowledge, skills and abilities
- Job performance
- Years of service in the group

Qualification testing may be administered. If all applicants meet the selection criteria, the most senior applicant will be awarded the position.

#### **Procedure:**

1. Employees interested in transferring must complete a transfer request form.
2. Human Resources will review all transfer request forms and evaluate credentials.
3. Position descriptions will be provided for all vacant position.
4. Employees who are not meeting performance expectations in their current job will not be allowed to transfer.

#### **Reduction in Workforce**

Whenever the District determines that a reduction in staff is necessary, the following layoff procedures will be applied:

1. Certain job positions will be identified for reduction.
2. An employee whose job position is identified for reduction must post for any job vacancy in which he/she is qualified and will not be given priority consideration

for such position over any present District employee that is posting for the position but will be given priority over non-group candidates.

3. In the event there are no vacancies for which the employee can apply, or in the event the employee was not selected, the employee will be laid off.
4. If the employee has not posted and received a position within one (1) year from date of layoff, his/her layoff status will cease and the employee will be considered terminated.

### **Salary Proposal Effective 7/1/13**

Teachers - \$1100 lump sum per FTE. Lane, no step.

Secretaries – 2.07% across the board. No step.

Service – 2.07% across the board, with the following exceptions: \$23.33 for Operational Relief Worker; \$3,000 for Maintenance Service Worker's Electrical.

Carpenters and Painters – increase of \$2.98/hr for Carpenters and \$1.26/hr for Painters. No step or lane.

Educational Assistants - \$0.75/hr across the board and increase of 2.07%. No step.

Interpreters – 2.07% across the board. Employees who have National Interpreters Certification will receive step 5.

Substitute Teachers – 2.07% increase across the levels.

### **Salary Proposal Effective 7/1/2014**

CPI for all groups, no step or lane, as applicable.

Library clerical will be moved to salary grade 2.

### **Grievance Procedure**

See attached.

### **Benefit Taskforce**

Taskforce committee will continue as currently provided for in the current contract agreement.



For the District

Sherronda Klass  
11/11/13 5 PM

Sherronda Klass  
11/11/13 5:00pm  
Date

For the KEA

Janet

11/11/13 @ 5:00 pm  
Date

For SEIU

Patricia Stetzloff

11/11/13 @ 5:00 PM  
Date

For AFSCME

Patricia Stetzloff

11-11-13 @ 5 pm  
Date

Step I

A complaint shall be presented to a supervisor verbally or in writing. The supervisor will investigate the complaint. The investigative process will be conducted on a timely basis. The supervisor shall present a written response to the employee within fifteen (15) working days of receipt of the complaint. In the event that a complaint is being made towards the supervisor, the complaint may be taken directly to Step II.

Step II

If the issue is not resolved with the decision rendered in Step I, a complaint may be filed with the President of the Association or her/his designee within five (5) working days after the decision in Step I. Within ten (10) working days after filing with the President of the Association or her/his designee, the President will refer it to the Superintendent.

The Superintendent or her/his designee shall meet with the employee and the President of the Association or her/his designee within five (5) working days. The Superintendent shall present a written response within ten (10) working days of meeting with the employee and the President of the Association or her/his designee.

Step III

If the issue is not resolved with the decision rendered in Step II, the Association may file a notice with the Secretary of the School Board within fifteen (15) working days after receipt of the written response in Step II.

Within twenty (20) working days of receipt, the Board will meet in Executive Session to consider the matter thus filed. Any party in interest shall have the right to appear before the Board and be heard.

The Board shall render its decision in writing within ten (10) working days after the Executive Session.

Step IV

If the issue is not resolved with the decision rendered in Step III, the Association may file a notice with the Superintendent for a hearing before an impartial hearing officer within ten (10) working days after receiving the written response in Step III.

The impartial hearing officer shall be chosen by the following process: The District shall file a request with the WERC, the AAA, or a mutually agreed upon party within fifteen (15) working days after receiving the Association's request for a hearing, and shall pay all applicable filing fees. The District and the Association shall select the hearing officer by striking names alternately, with the party to strike first being determined by a coin toss. The hearing shall be scheduled as soon as practicable.

RST  
11-11-13  
5:00 PM

AG  
11-11-13  
5:00 PM

[Signature]  
11-11-13  
5:00 PM

[Signature]  
11-11-13  
5:00 PM

R.S.W.'s

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

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

All grievances will be handled in accordance with this procedure.

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

November 14, 2013

Pursuant to a call by the President, the School Board of the Kenosha Unified School District will hold a special meeting at 10:00 A.M. on Friday, November 15, 2013, in Room 125 at the Educational Support Center located at 3600-52<sup>nd</sup> Street. The purpose of this meeting is for Discussion/Action – amend the adopted motion to postpone action on the collective bargaining agreements for all employee groups to the Regular School Board Meeting on November 26, 2013 to take immediate action to approve the collective bargaining agreements negotiated with all employee groups within the current session.

Dr. Michele Hancock  
Superintendent of Schools



KENOSHA UNIFIED SCHOOL DISTRICT NO. 1  
Kenosha, Wisconsin

TEACHER SALARY AND WELFARE AGREEMENT

The School Board of the Kenosha Unified School District (hereinafter called "District") recognizes the Kenosha Education Association (hereinafter called "Association") as the statutory collective bargaining agent for all regular full-time and all regular part-time certificated teaching personnel employed by the District, but excluding all other employees, supervisors, and administrators. The District and the Association have entered into this Agreement concerning the wages, hours and conditions of employment of the school teachers during the fiscal year beginning July 1, 2011 ending June 30, 2013.

**I. WORKING CONDITIONS**

A. Teaching Hours and Teaching Load

1. Teaching Hours

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

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

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

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

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

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

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

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



e. The job share procedure will be as follows. Each teacher will teach the same number of hours each day. A schedule developed by the staff will specify the subjects/areas for which each teacher is responsible as well as scheduled times for common preparation/communication.

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

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

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

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

## 2. Orientation

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

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

## 3. Teaching Load

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

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

## II. TEACHER ASSIGNMENT

### A. Assignment of Teaching Field

In the application of Articles II and XIII, the parties agree that the fundamental principle in determining a teaching assignment will be seniority.

#### B. Seniority

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

1. The first contract workday worked by the teacher during his/her first year of employment.
2. The date the individual contract was approved by the Board of Education.
3. The date the individual contract was signed by the teacher.
4. The date the teacher applied for a teaching vacancy within the District.
5. Seniority accrues when an employee covered by the Agreement is on an approved leave of absence.

In accordance with past and present practice, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate or their major or minor field of study.

#### C. Posting of Vacancies

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

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

#### D. Teachers' Schedules

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

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

E. Promotions

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

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

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

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

F. Staff Reduction

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

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

3. A teacher whose position is eliminated in one school shall be reassigned to a vacant staff position for which he/she is fully qualified in accordance with Article XIII. In the event a vacancy does



not exist the teacher shall be reassigned to the position held by the teacher with the fewest years of continuous employment, within another subject area or grade level provided he/she meets the following requirements:

The teacher

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

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

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

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

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

a. Reduction in Work Force Prevention Procedures

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

- (a) Normal attrition of bargaining unit personnel.
- (b) Solicitation of qualified volunteers
- (c) Offer to extend all unpaid leaves for one (1) school year to persons in the bargaining unit.
- (d) Approve all unpaid leave requests for one (1) school year, for any reason, for persons in the bargaining unit.

b. Layoff Procedure

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

(1) Solicit Qualified Volunteers for Layoff

At least ninety (90) calendar days prior to a layoff, the District shall solicit volunteers who wish to be considered for layoff. A qualified volunteer is a teacher who is employed in

a position identified for reduction and/or whose position can be filled by a teacher who might otherwise be laid off. All teachers who volunteer for layoff and who are qualified for volunteers shall be laid off first. A teacher who volunteers for layoff shall volunteer for one (1) school year, after which the teacher is subject to all recall procedures. If the layoff is not for the duration of the entire school year and if all teachers other than volunteers are recalled within the volunteer's area of certification/licensure, the volunteers are then subject to the recall procedures. If there are more qualified volunteers than the number of positions to be reduced, volunteering for layoff shall be in order of the volunteer's District-wide seniority. No teacher shall be involuntarily laid off if enough qualified volunteers are available.

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

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

(3) Employees Identified for Layoff

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

c. Notification of Layoff

(1) Prior Notice in Writing

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

(2) Notification to Association

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

(3) Notice by Certified Mail, Return Receipt Requested

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

(4) Notice Contents and Information

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

d. Rights of Employees on Layoff

(1) Length of Recall Rights

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

(2) Health Insurance

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

(3) Dental Insurance

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

(4) Group Life Insurance

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

(5) Death Benefit

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

(6) Accumulated Sick Leave

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

(7) Other Employment

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

e. Recall Procedure

(1) Determination of Recall

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

(2) Additional Certification While on Layoff

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

(3) From Layoff

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

(4) Notification of Recall

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

(5) Response to Recall

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

(6) Failure to Respond or Refusal of Recall

If a teacher on layoff does not respond to the offer to be recalled within the ten (10) days or he/she refuses to be recalled, the teacher then waives any further rights except those benefits which are prepaid prior to layoff. In the event that a teacher is unable to report within the prescribed time limits by reason of illness, injury, or other personal emergency, he/she shall not forfeit his/her recall rights provided notice of such circumstances is given to the District in writing within the time period that the teacher is required to respond to the recall notice and provided he/she notified the District when he/she is able to be recalled. Volunteers for layoff and teachers on layoff who have accepted other employment with a different school district are subject to the recall procedures.

(7) No New Employees or Substitutes in Vacant Positions

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

### III. SALARIES

A. 2011-12 and 2012-13 Teacher Salary Schedules

The starting salary will start at Step and Lane 1 of the schedule. The former Steps 1 and 2, which included zeros for all steps and lanes, have been deleted. Credit for prior experience as provided for in Paragraph G below will be applied above the starting salary.

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

B. Payroll Dates

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

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

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

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

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

C. Retirement Contribution

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

D. Compensation - Other Services

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

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

E. Teacher Substitutes

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

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

F. Credit for Military Service

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

G. Credit for Prior Experience

Any newly employed teacher contracted by the District shall be allowed an increment on the Teachers' Salary Schedule for each full year of full-time prior teaching experience up to and including eight (8) years. If credit for military service is allowed, this credit shall be included in the maximum of eight (8) years allowed for prior experience. Effective July 1, 1998, any newly employed teacher contracted by the

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

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

#### **IV. CREDITS FOR ADVANCED SALARY STATUS**

##### **A. Requirements**

1. The parties mutually recognize the need for having teaching personnel involved in professional activities designed to enhance their effectiveness as teachers and counselors. It is further recognized that advances being made in the field of education require continued efforts by educators to increase their proficiencies and knowledge, and thereby to increase the quality of their service to the District.

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

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

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

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

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

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

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

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

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

#### B. Procedure

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

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

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

3. Inservice education credits may be earned toward advancement on the salary schedule and/or toward meeting minimum requirements for professional improvement as specified in this Agreement.



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

4. All plans for travel credit shall have prior approval of the Office of Human Resources. The Preliminary Notice of Request for Travel Credit must be submitted to the Office of Human Resources at least thirty (30) days prior to the dates of proposed winter and spring recess trips. For summer travel, requests must be submitted two (2) weeks prior to the closing of the school year for trips planned through July 14 and no later than July 1 for trips planned during the balance of the summer vacation period. A Final Travel Report must be submitted to the Office of Human Resources within thirty (30) calendar days following the completion of a vacation period. Travel credits will be awarded in either October or February. Teachers will receive retroactive pay to either October 1 or February 1 depending upon when the credits were submitted. Travel credits will not be provided for trips where college credits are earned, for succeeding trips to localities previously visited, for trips of less than one-week duration, or for trips to areas of doubtful value.

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

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

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

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

7. Notwithstanding any other provision of this agreement, the credits required to advance from the M+24 to M+30 lane shall be post-masters degree education credits earned after January 1, 1984. In order for credits earned after January 1, 1984 but before October 11, 1990 to count toward advancement from the M+24 lane to the M+30 lane, these credits must have a preapproval form on file with the District as of

October 11, 1990. Inservice credits earned after January 1, 1984 will be credited subject to normal District verification procedures. No travel credits will be credited for purposes of advancing from the M+24 lane to the M+30 lane.

C. Remuneration

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

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

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

V. **FRINGE BENEFITS**

A. Group Health Insurance

1. The District shall continue to provide the WEA Trust Preferred Plan – High Front End Deductible option with in-network deductible of \$2000/\$4000 for individual/family plans and out of network deductibles of \$4000/\$8000 for individual/family plans to all eligible personnel subject to this Agreement. The health insurance plan shall require the Preadmission Review cost containment option. The deductible shall be \$100.00 per individual, \$200.00 per family aggregate for In Network; \$200.00 per individual, \$400 per family aggregate for Out of Network with 20% coinsurance; and the maximum benefit shall be \$2,000,000, as per Appendix H-1.

Effective September 1, 2010, eligible employees will move to the WEA Trust High Front End Deductible Plan with in-network deductibles of \$2000/\$4000 for individuals/family plans and out-of-network deductibles of \$3000/\$6000 for individual/family plans. Employee portion of deductible is \$200/\$400 for in-network and \$300/\$600 for out-of-network. Deductibles are calculated on a calendar year basis. Any amount of employee deductible already paid for the 2010 calendar year will be credited toward the \$200/\$400 in-network and \$300/\$600 for out-of-network employee portion of the deductible.

The reimbursement of individual deductible will be made from Kenosha Unified School District through a Third Party Administrator. Kenosha Unified School District and Kenosha Education Association will jointly determine who the Third Party Administrator will be.

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

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

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

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

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

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

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

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

#### B. Dental Insurance

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

#### C. Early Retirement

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

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

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

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

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

5. Early Early Retirement

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

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

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

D. Long Term Disability

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

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

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

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

## **VI. GENERAL**

### **A. Alteration in Compensation Plans**

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

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

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

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

E. The school calendar for school ~~2009-2010 and 2010-2011~~ 2011-12 and 2012-13 is set forth in Appendix E.

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

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

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

## **VII. TEACHER TENURE**

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

consecutive school years and has been approved for further employment.

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

## **VIII. FAIR DISMISSAL**

Under the provision of this contract:

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

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

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

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

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

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

## **IX. NON-TEACHING DUTIES**

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

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

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

## **X. USE OF SCHOOL FACILITIES**

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

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

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

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

## **XI. PAYROLL DEDUCTIONS**

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

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

B. Fair Share

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

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

- (a) Anyone not covered by the Master Agreement.
- (b) Any employee who is not receiving a paycheck: e.g., an employee on a leave of absence without pay.

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

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



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

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

6. The Kenosha Education Association and the WEAC do hereby indemnify and shall save the Kenosha Board of Education harmless against any and all claims, demands, suits, or other forms of liability including court costs that shall arise out of or by reason of action taken or not taken by the Board, which Board action or non-action is in compliance with the provisions of the Article, and in reliance on any list or certificates which have been furnished to the Board pursuant to this Article, provided that any such claims, demands, suits, or other forms of liability shall be under the exclusive control of the WEAC and its attorneys.

## **XII. LEAVES OF ABSENCE**

### **A. Absences Due to Personal Illness**

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

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

### **3. Upon return from such leave of absence:**

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

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

teacher who had returned from an extended sick leave will be reinstated to the position held prior to the extended sick leave.

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

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

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

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

5. In all cases wherein the Superintendent has serious doubts as to the ability of an employee, who has been absent because of personal illness, to perform his or her required teaching duties, he/she may require such employee to secure from such employee's physician a medical statement of physical fitness to perform such required teaching duties.

#### B. Absences Due to Illness in Family

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

#### C. Absences Not Chargeable to the Sick Leave Allowance

##### 1. Death in family

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

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

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

##### 2. Military leave for duty

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

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

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

### 3. Military enlistment and induction

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

### 4. Personal leaves

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

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

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

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

### 5. Appearances in legal proceedings

a. Teachers who are summoned for jury duty shall be granted the necessary time off with pay, provided the teacher remits to the District all remuneration (except mileage) received for jury

duty, and files with the District the appropriate official record of jury service dates.

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

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

6. Inservice travel account

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

7. Exchange teaching and Peace Corps duty

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

8. Family illness leave

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

9. Association service leave

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

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

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

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

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

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

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

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

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

13. Child Rearing Leave

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

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

- b. Requests for child rearing leave for an additional school year must be submitted prior to May 1. Such requests must be for the complete school year.
- c. Child rearing leave may be granted by the School Board.
- d. Employees while on such leave shall, at their option and expense, be permitted to continue life, dental and health insurance coverages.
- e. Return from such leave shall be governed by the provisions of Article XII,A,3.

#### 14. Sabbatical Leave

1. Purposes: The underlying philosophy of the sabbatical leave is to increase the quality of teaching and to gain enriching and broadening experience by professional study and research. Major consideration must be given to the benefits which will accrue to the pupils and to the community, through the individual teacher's personal growth.

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

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

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

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

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

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

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

7. Application procedure: Following consultation with his/her immediate supervisor, the applicant shall secure a sabbatical leave form from his/her principal or department head. This form must be completed and filed with the Chairperson of the Sabbatical Leave Committee by February 1st of the year preceding the leave. The Committee will submit its recommendations to the Superintendent by March 1st annually. Applicants will be notified of the disposition of their applications by March 15th annually.

8. Determinants of Sabbatical Leave: In order that all applicants be given equal consideration, the following criteria will be considered in selecting the candidates for sabbatical leave; (a) evidence of acceptance of the teacher's program or project by the institution offering advanced study or research; (b) merit of objectives for sabbatical leave; (c) years of teaching experience in the District; (d) previous leaves; (e) interview with the Sabbatical Leave Committee; and (f) teaching needs within the school system as determined by the Board.

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

10. Accident and illness, or other termination, of the sabbatical leave: In case of injury to, or other illness of the teacher during the leave, which prevents his/her completing the purpose of the leave, the sabbatical leave, including compensation, will be terminated and all provisions for sick leave will then apply. These provisions will take effect immediately following notification of the Chairperson of the Sabbatical Leave Committee, verified by a doctor's report. Upon release by a medical doctor, the teacher will return to regular teaching duty for the remainder of the school year, to be assigned as needed at the discretion of the Superintendent. The subsequent year he/she will be reassigned as if he/she had completed the sabbatical leave.

If the teacher is unable to continue the purpose of the sabbatical leave for reasons other than sickness or injury, he/she will notify the Superintendent and will return to regular duties as assigned.

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

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

### **XIII. VOLUNTARY AND INVOLUNTARY TRANSFERS AND ASSIGNMENTS**

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

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

C. Applications for transfer may be instituted by any nontenured teacher who has completed a minimum assignment of two (2) years in one (1) building, or any tenured teacher who has completed a minimum assignment of one (1) year in one (1) building, who has regular certification in the grade and/or subject to which he/she wishes to transfer. Any such teacher wishing another assignment or transfer to another school shall make his/her wishes known immediately after the posting in all school buildings of listings of known vacancies which will occur during the following school year. During the summer such listings will be supplied to the Executive Director of the Association. Persons seeking transfer will obtain a teacher transfer form and follow the procedure described. A letter of application must accompany each request for transfer.

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

Persons seeking transfer (voluntary or involuntary) will be given up to one-half day off for the purpose of visiting top three schools(s) when they are the most senior applicant for the position. Visits will take place in the same day. Teachers may meet with the principal of receiving school at a time and day that is mutually beneficial for all. If principal is not available, then teacher will meet with principal designee of the receiving school. Teachers will avoid Mondays and Fridays for the purpose of visiting schools as these are the heaviest subbed days.

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



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

E. Posting of Vacancies

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

- a. All known teacher vacancies in the District for the next school year.
- b. The District shall, at the same time, mail a list of all teacher vacancies to the

Association.

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

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

4. Administration will not hire any teachers to fill vacancies before the arena scheduling meeting.

5. The order for filling vacant positions will be done in seniority order ~~beginning~~ with the involuntary transfer list, and then the voluntary transfer list combined.

The filling of vacant positions will be done in seniority order, starting with the most senior person, among those seeking voluntary transfer and those scheduled for involuntary transfer.

However, no teacher shall be laid off or forced to remain on layoff status because of the voluntary transfer of a teacher from one area of certification to another.

6. All certification paperwork for arena scheduling purposes must be filed with the Human Resource Office no later than April 15.

7. In the event that a teacher who is either being involuntarily transferred or is seeking a voluntary transfer is unable to attend the arena scheduling meeting, they may have a proxy indicate their preference for a vacant position. The proxy is the Association President. All proxy requests must be provided to the Association office no later than the first Friday in May.

#### **XIV. TEACHER EVALUATION**

A. The purpose of evaluation shall be for the improvement of instruction and shall be based on criteria clearly known and articulated prior to the beginning of the evaluation.

B. There will be three types of evaluation reviews for non-probationary teachers:

1. Regular Review
2. Intensive Review
3. Critical review

C. Regular Review

Regular review consists of the normal evaluation process.

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

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

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

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

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

#### E. Intensive Review

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

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

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

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

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

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

#### F. Critical Review

1. A teacher notified of placement on Critical Review may request a meeting with the principal/supervising administrator to jointly develop a summary of initial strategies for improvement. This meeting shall occur within six (6) weeks of the request.

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

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

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

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

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

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

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

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

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

4. A teacher shall be permitted to inspect and copy any material in his/her file, subject to Article XIV. H-1, H-2, and H-3. References and credentials shall remain confidential.

## **XV. BUILDING FACILITIES**

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

## **XVI. GRIEVANCE PROCEDURE**

### **A. Purpose**

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

### **B. Definitions**

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

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

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

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

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

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

### **C. Resolution of Grievance**

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

D. Steps of Grievance Procedure

Grievances shall be processed as follows:

1. Step One

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

2. Step Two

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

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

3. Step Three

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

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

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

c. The arbitrator shall have no authority to add to, modify, or alter any of the terms or provisions of this Agreement; the sole authority of the arbitrator is to render a decision as to the meaning and interpretation of this written contract with respect to the dispute. Each arbitration proceeding shall be

held at such place and at such time as shall be mutually agreed upon by the District and the Association, and if they cannot agree, then the arbitrator shall designate the place and time. The arbitrator shall have no authority to impose liability upon the employer arising out of acts occurring before the effective date or after the termination date of this Agreement.

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

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

4. If any portions of the early retirement or early early retirement benefit should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any sections or addenda should be restrained by such tribunal, the parties shall enter into immediate negotiations for the purpose of arriving at a legal replacement benefit. If the parties are unable to reach agreement, the issue will be submitted to binding, final offer interest arbitration, with the criteria for selection of an offer being which most nearly maintains the existing benefit to teachers and existing cost to the District

(The fact that there are general increases in premiums over time will not be counted against either part in determining whether costs are being maintained).

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

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

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

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

If, at any time during or after the dispute resolution process described above, any state or federal agency, or any state or federal court, or any tribunal of competent jurisdiction issues any

determination, charge, complaint, advisory letter or other statement that these benefits do not comply with laws prohibiting age discrimination, then the above process shall be reinitiated.

## **XVII. MANAGEMENT RIGHTS**

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

## **XVIII. PROTECTION**

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

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

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

## **XIX. PERSONAL INJURY BENEFITS**

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

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

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

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

## **XX. EMPLOYMENT**

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



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

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

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

## **XXI. ADMINISTRATIVE RESPONSIBILITY WHEN PRINCIPAL IS NOT IN BUILDING**

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

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

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

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

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

## **XXII. WORK STOPPAGE PROHIBITED**

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

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

## **XXIII. MANAGEMENT RESPONSIBILITIES**

The Association recognizes the prerogative of the District and the Superintendent of Schools to operate and manage the affairs of the District in accordance with its responsibilities under the law. The

District and the Superintendent shall have all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Wisconsin and/or of the United States except where modified by specific provisions of this Agreement. In the exercise of the powers, rights, authority, duties and responsibilities by the District or the Superintendent, the use of judgment and discretion in connection herewith shall not be exercised in an arbitrary or capricious manner, or in violation of the terms of this Agreement or of Section 111.70 of the Wisconsin Statutes or in violation of the laws or the Constitution of the State of Wisconsin or of the United States.

#### **XXIV. ASSOCIATION RESPONSIBILITIES**

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

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

#### **XXV. CONCLUSION OF BARGAINING**

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

#### **XXVI. TEACHER HEALTH**

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

#### **XXVII. SAVINGS CLAUSE**

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

#### **XXVIII. MAINTENANCE OF STANDARDS**

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

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

**XXIX. DURATION**

The provisions of the Agreement will be effective as of July 1, ~~2009~~ 2011 will continue and remain in full force and effect as binding on the parties until June 30, ~~2011~~ 2013 and will be the basis for negotiations in the ~~2011-12~~ 2013-14 school year.

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THIS AGREEMENT is made and entered into as of the 1st day of July, 2009, by and between the School Board of the Kenosha Unified School District No. 1 and the Kenosha Education Association, certified collective bargaining representative for certified teaching personnel of said District.

KENOSHA EDUCATION ASSOCIATION

KENOSHA SCHOOL BOARD  
UNIFIED SCHOOL DISTRICT NO. 1

/s/ Mary Modder  
President

/s/ Mary Snyder  
President

7/1/11  
Date

7/1/11  
Date

APPENDIX A-1

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1  
Kenosha, Wisconsin

2011-2012 KENOSHA TEACHERS' SALARY SCHEDULE

Step	B	B+6	B+12	B+18	B+24	MA	M+6	M+12	M+18	M+24	M+30
3	37259	37827	38393	38959	39524	41035	41602	42167	42733	43298	43867
	(1700)	(1722)	(1750)	(1775)	(1802)	(1868)	(1892)	(1920)	(2161)	(2190)	(2436)
4	38959	39549	40143	40734	41326	42903	43494	44087	44894	45488	46303
	(1698)	(1724)	(1747)	(1776)	(1799)	(1868)	(1894)	(2131)	(2162)	(2412)	(2439)
5	40657	41273	41890	42510	43125	44771	45388	46218	47056	47900	48742
	(1700)	(1723)	(1751)	(1777)	(1801)	(1864)	(2103)	(2135)	(2376)	(2405)	(2441)
6	42354	42996	43641	44287	44926	46635	47491	48353	49432	50305	51183
	(1701)	(1726)	(1747)	(1775)	(1804)	(2080)	(2107)	(2345)	(2377)	(2409)	(2439)
7	44055	44722	45388	46062	46730	48715	49598	50698	51809	52714	53622
	(1699)	(1723)	(1748)	(1779)	(1999)	(2071)	(2313)	(2347)	(2376)	(2407)	(2437)
8	45754	46445	47136	47841	48729	50786	51911	53045	54185	55121	56059
	(1699)	(1724)	(1752)	(1967)	(2000)	(2284)	(2319)	(2348)	(2377)	(2412)	(2664)
9	47453	48169	48888	49808	50729	53070	54230	55393	56562	57533	58723
	(1701)	(1724)	(1941)	(1972)	(2201)	(2286)	(2313)	(2344)	(2377)	(2626)	(2660)
10	49154	49893	50829	51780	52930	55356	56543	57737	58939	60159	61383
	(1695)	(1917)	(1945)	(1975)	(2200)	(2284)	(2314)	(2348)	(2592)	(2628)	(2661)
11	50849	51810	52774	53755	55130	57640	58857	60085	61531	62787	64044
	(1891)	(1917)	(1943)	(2167)	(2200)	(2282)	(2316)	(2558)	(2592)	(2628)	(2665)
12	52740	53727	54717	55922	57330	59922	61173	62643	64123	65415	66709
	(1874)	(1902)	(1930)	(2154)	(2188)	(2266)	(2507)	(2541)	(2577)	(2609)	(2656)
13	54614	55629	56647	58076	59518	62188	63680	65184	66700	68024	69365
	(1909)	(1929)	(2154)	(2185)	(2417)	(2417)	(2545)	(2580)	(2608)	(2648)	(2664)
14	56517	57558	58801	60261	61935	64695	66225	67764	69308	70672	72029
						(2491)	(2525)	(2559)	(2595)	(2629)	(2664)
15						67186	68750	70323	71903	73301	74693

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

APPENDIX A-2

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1  
Kenosha, Wisconsin

2012-2013 KENOSHA TEACHERS' SALARY SCHEDULE

Step	B	B+6	B+12	B+18	B+24	MA	M+6	M+12	M+18	M+24	M+30
3	38377	38962	39545	40128	40710	42266	42850	43432	44015	44597	45183
4	(1751) 40128	(1773) 40735	(1802) 41347	(1828) 41956	(1856) 42566	(1924) 44190	(1949) 44799	(1978) 45410	(2226) 46241	(2256) 46853	(2509) 47692
5	(1749) 41877	(1776) 42511	(1800) 43147	(1829) 43785	(1853) 44419	(1924) 46114	(1951) 46750	(2195) 47605	(2227) 48468	(2484) 49337	(2512) 50204
6	(1748) 43625	(1775) 44286	(1803) 44950	(1831) 45616	(1855) 46274	(2000) 48034	(2166) 48916	(2199) 49804	(2447) 50915	(2477) 51814	(2514) 52718
7	(1752) 45377	(1778) 46064	(1800) 46750	(1828) 47444	(1858) 48132	(2142) 50176	(2170) 51086	(2415) 52219	(2448) 53363	(2481) 54295	(2513) 55231
8	(1750) 47127	(1774) 47838	(1800) 48550	(1832) 49276	(2059) 50191	(2134) 52310	(2382) 53468	(2417) 54636	(2448) 55811	(2480) 56775	(2510) 57741
9	(1750) 48877	(1776) 49614	(1805) 50355	(2026) 51302	(2060) 52251	(2352) 54662	(2389) 55857	(2419) 57055	(2448) 58259	(2484) 59259	(2744) 60485
10	(1752) 50629	(1776) 51390	(1999) 52354	(2031) 53333	(2267) 54518	(2355) 57017	(2382) 58239	(2414) 59469	(2448) 60707	(2705) 61964	(2739) 63224
11	(1745) 52374	(1974) 53364	(2003) 54357	(2035) 55368	(2266) 56784	(2352) 59369	(2384) 60623	(2419) 61888	(2670) 63377	(2707) 64671	(2741) 65965
12	(1948) 54322	(1975) 55339	(2002) 56359	(2232) 57600	(2266) 59050	(2351) 61720	(2385) 63008	(2634) 64522	(2670) 66047	(2706) 67377	(2745) 68710
13	(1930) 56252	(1959) 57298	(1987) 58346	(2218) 59818	(2254) 61304	(2334) 64054	(2582) 65590	(2618) 67140	(2654) 68701	(2688) 70065	(2756) 71446
14	(1961) 58213	(1987) 59285	(2219) 60565	(2251) 62069	(2489) 63793	(2585) 66639	(2622) 68212	(2657) 69797	(2686) 71387	(2727) 72792	(2724) 74190
15						(2563) 69202	(2601) 70813	(2636) 72433	(2673) 74060	(2708) 75500	(2744) 76934

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

APPENDIX B-1

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1  
Kenosha, Wisconsin

ESTIMATED WISCONSIN RETIREMENT SYSTEM DISTRICT CONTRIBUTION  
6.2 % of \$37,259 Salary Schedule for 2011-2012

Step	B	B+6	B+12	B+18	B+24	MA	M+6	M+12	M+18	M+24	M+30
3	2310	2345	2380	2415	2450	2544	2579	2614	2649	2684	2719
4	2415	2452	2488	2525	2562	2659	2696	2733	2783	2820	2870
5	2520	2558	2597	2635	2673	2775	2814	2865	2917	2969	3022
6	2625	2665	2705	2745	2785	2891	2944	2997	3064	3118	3173
7	2731	2772	2814	2855	2897	3020	3075	3143	3212	3268	3324
8	2836	2879	2922	2966	3021	3148	3218	3288	3359	3417	3475
9	2942	2986	3031	3088	3145	3290	3362	3434	3506	3567	3640
10	3047	3093	3151	3210	3281	3432	3505	3579	3654	3729	3805
11	3152	3212	3271	3332	3418	3573	3649	3725	3814	3892	3970
12	3269	3331	3392	3467	3554	3715	3792	3883	3975	4055	4135
13	3386	3448	3512	3600	3690	3855	3948	4041	4135	4217	4300
14	3504	3568	3645	3736	3839	4011	4105	4201	4297	4381	4465
15						4165	4262	4360	4457	4544	4630

APPENDIX B-2

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1  
Kenosha, Wisconsin

ESTIMATED WISCONSIN RETIREMENT SYSTEM DISTRICT CONTRIBUTION  
6.2 of \$38,377 Salary Schedule for 2012-2013

Step	B	B+6	B+12	B+18	B+24	MA	M+6	M+12	M+18	M+24	M+30
3	2379	2415	2451	2487	2524	2620	2656	2692	2728	2765	2801
4	2487	2525	2563	2601	2639	2739	2777	2815	2866	2904	2956
5	2596	2635	2675	2714	2753	2859	2898	2951	3005	3058	3112
6	2704	2745	2786	2828	2868	2978	3032	3087	3156	3212	3268
7	2813	2855	2898	2941	2984	3110	3167	3237	3308	3366	3424
8	2921	2965	3010	3055	3111	3243	3315	3387	3460	3520	3579
9	3030	3076	3122	3180	3239	3389	3463	3537	3612	3674	3750
10	3138	3186	3245	3306	3380	3535	3610	3687	3763	3841	3919
11	3247	3308	3370	3432	3520	3680	3758	3837	3929	4009	4089
12	3367	3431	3494	3571	3661	3826	3906	4000	4094	4177	4260
13	3487	3552	3617	3708	3800	3971	4066	4162	4259	4344	4429
14	3609	3675	3755	3848	3955	4131	4229	4327	4425	4513	4599
15						4290	4390	4490	4591	4681	4769

## APPENDIX C

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1  
Kenosha, Wisconsin2011-2012 School YearsCoaches Salary Schedule

<u>High School</u>	<u>1 to 5 Yrs. Step No. 1</u>	<u>6 to 9 Yrs. Step No. 2</u>	<u>10 - Up Step No. 3</u>
<u>Football</u>			
Head Coach	4540.00	5374.00	6883.00
Sophomore Coach	3711.00	4333.00	5155.00
Assistant Coach	3548.00	4215.00	5093.00
Trainer	3168.00	3799.00	4655.00
<u>Basketball</u>			
Head Coach	4517.00	5382.00	6460.00
Sophomore Coach	3653.00	4293.00	5102.00
J.V. Coach	3653.00	4293.00	5102.00
<u>Track</u>			
Head Coach	4046.00	4819.00	5593.00
Assistant Coach	3329.00	4122.00	4823.00
<u>Swimming</u>			
Head Coach	4109.00	5147.00	5669.00
Assistant Coach	3592.00	4276.00	5067.00
<u>Wrestling</u>			
Head Coach	4254.00	5071.00	5730.00
Assistant Coach	3651.00	4333.00	4983.00
<u>Baseball</u>			
Head Coach	3952.00	4795.00	5611.00
Assistant Coach	3580.00	4163.00	5139.00
<u>Cross Country</u>			
Head Coach	3271.00	3936.00	4807.00
(Addendum of \$1271.00 for two teams)			
<u>Tennis</u>			
Head Coach	3268.00	3889.00	4615.00
Assistant Coach	2822.00	3543.00	4321.00
<u>Soccer</u>			
Head Coach	3748.00	4704.00	5103.00
Assistant Coach	3591.00	4070.00	4890.00



2011-2012 School Years

Coaches Salary Schedule

<u>High School</u>	<u>1 to 5 Yrs. Step No. 1</u>	<u>6 to 9 Yrs. Step No. 2</u>	<u>10 - Up Step No. 3</u>
<u>Golf</u>			
Head Coach	3168.00	3672.00	4543.00
Assistant Coach	2309.00	2765.00	3635.00
<u>Gymnastics</u>			
Head Coach	4513.00	4989.00	5913.00
Assistant Coach	3585.00	4243.00	4853.00
<u>Hockey</u>			
Head Coach	4513.00	4989.00	5913.00
Assistant Coach	3585.00	4243.00	4853.00
<u>Softball</u>			
Head Coach	3723.00	4565.00	5383.00
Assistant Coach	3578.00	4163.00	5047.00
<u>Volleyball</u>			
Head Coach	3598.00	4293.00	5058.00
Assistant Coach	3239.00	3854.00	4535.00
<u>Middle School</u>			
<u>Football</u>			
Head Coach	2245.00	2628.00	2908.00
Assistant Coach	1806.00	2084.00	2346.00
<u>Basketball</u>			
Head Coach	2602.00	3220.00	3239.00
Assistant Coach	2242.00	2369.00	2578.00
<u>Track</u>			
Head Coach	1793.00	2254.00	2456.00
Assistant Coach	1495.00	1744.00	2071.00
<u>Wrestling</u>			
Head Coach	2231.00	2800.00	2894.00
Assistant Coach	1791.00	2044.00	2282.00
<u>Softball</u>			
Head Coach	1591.00	2059.00	2488.00
Assistant Coach	1292.00	1550.00	2103.00
<u>Volleyball</u>			
Head Coach	1190.00	1488.00	1656.00
Assistant Coach	1190.00	1488.00	1656.00

2012-2013 School Years

Coaches Salary Schedule

<u>High School</u>	<u>1 to 5 Yrs. Step No. 1</u>	<u>6 to 9 Yrs. Step No. 2</u>	<u>10 - Up Step No. 3</u>
<u>Football</u>			
Head Coach	4676.00	5535.00	7089.00
Sophomore Coach	3822.00	4463.00	5310.00
Assistant Coach	3654.00	4341.00	5246.00
Trainer	3263.00	3913.00	4795.00
<u>Basketball</u>			
Head Coach	4653.00	5543.00	6654.00
Sophomore Coach	3763.00	4423.00	5255.00
J.V. Coach	3763.00	4423.00	5255.00
<u>Track</u>			
Head Coach	4167.00	4965.00	5761.00
Assistant Coach	3429.00	4246.00	4968.00
<u>Swimming</u>			
Head Coach	4232.00	5301.00	5839.00
Assistant Coach	3700.00	4404.00	5219.00
<u>Wrestling</u>			
Head Coach	4382.00	5223.00	5902.00
Assistant Coach	3767.00	4463.00	5136.00
<u>Baseball</u>			
Head Coach	4071.00	4939.00	5779.00
Assistant Coach	4042.00	4286.00	5293.00
<u>Cross Country</u>			
Head Coach	3369.00	4054.00	4951.00
(Addendum of \$1309.00 for two teams)			
<u>Tennis</u>			
Head Coach	3366.00	4006.00	4753.00
Assistant Coach	2907.00	3646.00	4451.00
<u>Soccer</u>			
Head Coach	3860.00	4845.00	5256.00
Assistant Coach	3699.00	4192.00	5037.00
<u>Golf</u>			
Head Coach	3263.00	3782.00	4679.00
Assistant Coach	2378.00	2848.00	3744.00

2012-2013 School Years

Coaches Salary Schedule

<u>High School</u>	<u>1 to 5 Yrs. Step No. 1</u>	<u>6 to 9 Yrs. Step No. 2</u>	<u>10 - Up Step No. 3</u>
<u>Gymnastics</u>			
Head Coach	4648.00	5139.00	6060.00
Assistant Coach	4119.00	4370.00	4999.00
<u>Hockey</u>			
Head Coach	4648.00	5139.00	6090.00
Assistant Coach	3693.00	4370.00	4999.00
<u>Softball</u>			
Head Coach	3835.00	4702.00	5544.00
Assistant Coach	3685.00	4288.00	5198.00
<u>Volleyball</u>			
Head Coach	3706.00	4422.00	5210.00
Assistant Coach	3336.00	3967.00	4671.00
<u>Middle School</u>			
<u>Football</u>			
Head Coach	2312.00	2707.00	2995.00
Assistant Coach	1860.00	2147.00	2416.00
<u>Basketball</u>			
Head Coach	2680.00	3317.00	3336.00
Assistant Coach	2309.00	2440.00	2655.00
<u>Track</u>			
Head Coach	1847.00	2322.00	2530.00
Assistant Coach	1540.00	1796.00	2133.00
<u>Wrestling</u>			
Head Coach	2298.00	2884.00	2981.00
Assistant Coach	1845.00	2405.00	2350.00
<u>Softball</u>			
Head Coach	1639.00	2121.00	2563.00
Assistant Coach	1331.00	1597.00	2166.00
<u>Volleyball</u>			
Head Coach	1226.00	1533.00	1706.00
Assistant Coach	1226.00	1533.00	1706.00

## Coaches Salary Schedule

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

Other Services Compensation  
2011-2012 School Year

\$3,446.38 per year shall be paid to District Teacher Consultants, Tremper, Bradford and Indian Trail High School Athletic Chairpersons and Department Chairpersons of the Math, Science, Special Education, Social Science, English, Business Education and Technology Education Departments if they perform department chairperson duties in addition to a normal teaching load.

\$1,947.73 per year shall be paid to Tremper, Bradford, and Indian Trail High School Department Chairpersons of the Music, Art, Language, Boys' Physical Education and Health, Girls' Physical Education and Health, and Family and Consumer Education (F/CE) departments if they perform department chairperson duties in addition to a normal teaching load.

\$1,854 per year shall be paid to House Leaders at Indian Trail Academy of Biotechnology and Environmental Studies (Freshman and Sophomore Level), Biotechnology and Environmental Studies (Junior and Senior Level), Communications (Freshman and Sophomore Level), Communications (Junior and Senior Level), Business and International Studies.

\$1,339 per year shall be paid to the Kenosha Military Academy Chairperson if he/she performs department chairperson duties in addition to the normal teaching load.

Co-Department Chairpersons shall be paid proportionately.

Summer of 2011, 2011-2012 School Year

Noon Hour Supervisor	--	Compensation of \$12.27 per noon hour.
Summer School	--	Twenty hour work week - \$515.00 per week.

Senior High School -- 2011-2012 Extra Remuneration

Assignments

Academic Decathlon Advisor	\$682.29	
AV Club Advisor	\$3086.91	
Cheerleaders	\$1225.70	
Pompon	\$1225.70	
Debate and Forensics	\$1697.44	
High School Drama Coach	\$2060.00	(Other than Bradford)
Fall Director	\$2575.00	(Musical stipends apply only to Bradford Theater Arts Program)
Fall Musical Theater Director	\$2575.00	(Musical stipends apply only to Bradford Theater Arts Program)
Fall Choreographer	\$2060.00	(Musical stipends apply only to Bradford Theater Arts Program)
Fall Musical Director	\$1545.00	(Musical stipends apply only to Bradford Theater Arts Program)
Fall Technical Director	\$2060.00	(Musical stipends apply only to Bradford Theater Arts Program)

Appendix D  
Other Services Compensation

Winter Director	\$2575.00	(Musical stipends apply only to Bradford Theater Arts Program)
Winter Musical Theater Director	\$2575.00	(Musical stipends apply only to Bradford Theater Arts Program)
Winter Choreographer	\$2060.00	(Musical stipends apply only to Bradford Theater Arts Program)
Winter Musical Director	\$1545.00	(Musical stipends apply only to Bradford Theater Arts Program)
Winter Technical Director	\$2060.00	(Musical stipends apply only to Bradford Theater Arts Program)
Spring Director	\$2575.00	(Musical stipends apply only to Bradford Theater Arts Program)
Spring Musical Theater Director	\$2575.00	(Musical stipends apply only to Bradford Theater Arts Program)
Spring Choreographer	\$2060.00	(Musical stipends apply only to Bradford Theater Arts Program)
Spring Musical Director	\$1545.00	(Musical stipends apply only to Bradford Theater Arts Program)
Spring Technical Director	\$2060.00	(Musical stipends apply only to Bradford Theater Arts Program)
Fall Director	\$2575.00	(Eff. 7/1/10 - Tremper Theater Arts Program)
Fall Technical Director	\$2060.00	(Eff. 7/1/10 - Tremper Theater Arts Program)
Winter Director	\$2575.00	(Eff. 7/1/10 - Tremper Theater Arts Program)
Winter Technical Director	\$2060.00	(Eff. 7/1/10 - Tremper Theater Arts Program)
Spring Director	\$2575.00	(Eff. 7/1/10 - Tremper Theater Arts Program)
Spring Technical Director	\$2060.00	(Eff. 7/1/10 - Tremper Theater Arts Program)
House Manager	\$1032.06 + \$23.94 per evening for all outside activities.	
Assistant House Manager	\$986.74 + \$20.74 per evening for all outside activities.	
Stage Manager	\$986.74 + \$20.74 per evening for all outside activities.	
Yearbook and Newspaper Advisors	Released time	
Coach for Legends Robotics Team	\$2060.00	Lakeview Technology Academy
Assistant Coach for Legends Robotics Team	\$1854.00	Lakeview Technology Academy
STEM (Science-Technology-Engineering-Math)	\$1854.00	Lakeview Technology Academy
English/Science/Social Studies/Physical Ed/Health	\$1854.00	Lakeview Technology Academy
Co-Director-KRSE Fair	\$309.00	Lakeview Technology Academy
Assistant Director-KRSE Fair	\$154.50	Lakeview Technology Academy
Subject Consultant	\$103.00	Lakeview Technology Academy

Middle School – 2011-2012 Extra Remuneration Assignments

Athletic Chairperson	\$520.15
Drama Coach	\$695.25

Appendix D  
Other Services Compensation

Elementary School – 2011-2012 Extra Remuneration Assignments

Safety Patrol Advisor                      \$309.00 (per elementary school)

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

Payments will be included in regular payroll checks.

Other Services Compensation  
2012-2013 School Year

\$3,549.77 per year shall be paid to District Teacher Consultants, Tremper, Bradford and Indian Trail High School Athletic Chairpersons and Department Chairpersons of the Math, Science, Special Education, Social Science, English, Business Education and Technology Education Departments if they perform department chairperson duties in addition to a normal teaching load.

\$2,006.16 per year shall be paid to Tremper, Bradford, and Indian Trail High School Department Chairpersons of the Music, Art, Language, Boys' Physical Education and Health, Girls' Physical Education and Health, and Family and Consumer Education (F/CE) departments if they perform department chairperson duties in addition to a normal teaching load.

\$1,909.62 per year shall be paid to House Leaders at Indian Trail Academy of Biotechnology and Environmental Studies (Freshman and Sophomore Level), Biotechnology and Environmental Studies (Junior and Senior Level), Communications (Freshman and Sophomore Level), Communications (Junior and Senior Level), Business and International Studies.

\$1,379.17 per year shall be paid to the Kenosha Military Academy Chairperson if he/she performs department chairperson duties in addition to the normal teaching load.

Co-Department Chairpersons shall be paid proportionately.

Summer of 2012, 2012-2013 School Year

- Noon Hour Supervisor      --      Compensation of \$12.64 per noon hour.
- Summer School              --      Twenty hour work week - \$530.45 per week.

Senior High School -- 2012-2013 Extra Remuneration

Assignments

Academic Decathlon Advisor	\$703.38	
AV Club Advisor	\$3179.52	
Cheerleaders	\$1262.47	
Pompon	\$1262.47	
Debate and Forensics	\$1748.36	
High School Drama Coach	\$2121.80	(Other than Bradford)
Fall Director	\$2652.25	(Musical stipends apply only to Bradford Theater Arts Program)
Fall Musical Theater Director	\$2652.25	(Musical stipends apply only to Bradford Theater Arts Program)
Fall Choreographer	\$2121.80	(Musical stipends apply only to Bradford Theater Arts Program)
Fall Musical Director	\$1591.35	(Musical stipends apply only to Bradford Theater Arts Program)
Fall Technical Director	\$2121.80	(Musical stipends apply only to Bradford Theater Arts Program)



Appendix D  
Other Services Compensation

Winter Director	\$2652.25	(Musical stipends apply only to Bradford Theater Arts Program)
Winter Musical Theater Director	\$2652.25	(Musical stipends apply only to Bradford Theater Arts Program)
Winter Choreographer	\$2121.80	(Musical stipends apply only to Bradford Theater Arts Program)
Winter Musical Director	\$1591.35	(Musical stipends apply only to Bradford Theater Arts Program)
Winter Technical Director	\$2121.80	(Musical stipends apply only to Bradford Theater Arts Program)
Spring Director	\$2652.25	(Musical stipends apply only to Bradford Theater Arts Program)
Spring Musical Theater Director	\$2652.25	(Musical stipends apply only to Bradford Theater Arts Program)
Spring Choreographer	\$2121.80	(Musical stipends apply only to Bradford Theater Arts Program)
Spring Musical Director	\$1591.35	(Musical stipends apply only to Bradford Theater Arts Program)
Spring Technical Director	\$2121.80	(Musical stipends apply only to Bradford Theater Arts Program)
Fall Director	\$2652.25	(Eff. 7/1/10 - Tremper Theater Arts Program)
Fall Technical Director	\$2121.80	(Eff. 7/1/10 - Tremper Theater Arts Program)
Winter Director	\$2652.25	(Eff. 7/1/10 - Tremper Theater Arts Program)
Winter Technical Director	\$2121.80	(Eff. 7/1/10 - Tremper Theater Arts Program)
Spring Director	\$2652.25	(Eff. 7/1/10 - Tremper Theater Arts Program)
Spring Technical Director	\$2121.80	(Eff. 7/1/10 - Tremper Theater Arts Program)
House Manager	\$1063.02 + \$24.66 per evening for all outside activities.	
Assistant House Manager	\$1016.34 + \$21.36 per evening for all outside activities.	
Stage Manager	\$1016.34 + \$21.36 per evening for all outside activities.	
Yearbook and Newspaper Advisors	Released time	
Coach for Legends Robotics Team	\$2121.80	Lakeview Technology Academy
Assistant Coach for Legends Robotics Team	\$1909.62	Lakeview Technology Academy
STEM (Science-Technology-Engineering-Math)	\$1909.62	Lakeview Technology Academy
English/Science/Social Studies/Physical Ed/Health	\$1909.62	Lakeview Technology Academy
Co-Director-KRSE Fair	\$318.27	Lakeview Technology Academy
Assistant Director-KRSE Fair	\$159.14	Lakeview Technology Academy
Subject Consultant	\$106.09	Lakeview Technology Academy

Middle School – 2012-2013 Extra Remuneration Assignments

Athletic Chairperson	\$535.75
Drama Coach	\$716.11

Appendix D  
Other Services Compensation

Elementary School – 2012-2013 Extra Remuneration Assignments

Safety Patrol Advisor                      \$318.27 (per elementary school)

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

Payments will be included in regular payroll checks.

APPENDIX E-1  
 KENOSHA UNIFIED SCHOOL DISTRICT NO. 1  
 Kenosha Wisconsin  
 2011-2012 SCHOOL CALENDAR

August 22, 23, 24, 25, 26 (Monday-Friday).....	New Teacher Orientation
August 29 (Monday).....	Convocation/Building/Staff Meetings
August 30 (Tuesday).....	Teacher Workday*
August 31 (Wednesday).....	Inservice Day
September 1 (Thursday).....	Students Report
September 5 (Monday).....	Labor Day
September 14 (Wednesday - ½ Day).....	Professional Inservice
October 12 (Wednesday - ½ Day).....	Professional Inservice
October 27-28 (Thursday-Friday).....	Convention Days
November 4 (Friday - ½ Day).....	First Quarter Ends (44 Days)
November 24-25 (Thursday-Friday).....	Thanksgiving Recess
December 20 (Tuesday - Close of Session).....	Winter Recess Begins
January 4 (Wednesday - Schools Reopen).....	Winter Recess Ends
January 16 (Monday).....	Dr. Martin Luther King, Jr., Day - ½ Day (A.M.) for Staff and Students
January 26 (Thursday).....	Second Quarter Ends (47 Days)
January 27 (Friday).....	Teacher Workday*
February 8 (Wednesday - ½ Day).....	Professional Inservice
March 30 (Friday - ½ Day).....	Third Quarter Ends (45 Days)
April 5 (Thursday - Close of Session).....	Spring Recess Begins
April 16 (Monday - Schools Reopen).....	Spring Recess Ends
May 9 (Wednesday - ½ Day).....	Professional Inservice
May 28 (Monday).....	Memorial Day
June 11 (Monday - ½ Day).....	Fourth Quarter Ends (44 Days)/End of Year for Students
June 12 (Tuesday).....	Teacher Workday*

RECAPITULATION

Teacher-Student Contact Days.....	180
Credited Paid Legal Holidays.....	3
(Labor Day, Thanksgiving, Memorial Day)	
Staff Meeting Day (August 29).....	1
Inservice Day (August 31).....	1
Teacher Workdays* (August 30, January 27, June 12).....	3
<b>TOTAL PAID DAYS</b>	<b>188</b>

School calendar takes into consideration that two (2) inclement weather/other emergencies days have already been built into the schedule. Make-up days: In the event school is closed beyond the two days due to inclement weather or other emergencies, the make-up day for students shall be Tuesday, June 12, 2012, and the teacher workday shall be Wednesday, June 13, 2012. If two make-up days are required, the student make-up days will be Tuesday, June 12, 2012, and Wednesday, June 13, 2012, and the teacher workday will be Thursday, June 14, 2012.

Prior to the end of each school year, calculations will be done to determine if every school in the District meets Wisconsin Department of Public Instruction required number of student contact days, hours and minutes. If every school meets the above DPI requirements, the snow (“act of God”) day(s) is/are forgiven. Otherwise, the snow (“act of God”) days will not be forgiven. A thirty-minutes student lunch period will be scheduled into the daily schedule. If because of emergency school closings, additional make-up days are required beyond the two defined in the agreement to provide the 188 total paid contract days, they will be made up at a time as negotiated by the Board and the Association.

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

Open House:

Open House will be scheduled after the first Teacher Workday.

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

**KENOSHA UNIFIED SCHOOL DISTRICT NO. 1**

Kenosha

Wisconsin

**2012-2013 SCHOOL CALENDAR**

August 22, 23, 24, 27, 28 (Wednesday-Tuesday).....	New Teacher Orientation
August 29 (Wednesday).....	Convocation/Building/Staff Meetings
August 30 (Thursday).....	Teacher Workday*
August 31 (Friday).....	Inservice Day
September 3 (Monday).....	Labor Day
September 4 (Tuesday).....	Students Report
September 12 (Wednesday - ½ Day).....	Professional Inservice
October 10 (Wednesday - ½ Day).....	Professional Inservice
October 25-26 (Thursday-Friday).....	Convention Days
November 9 (Friday - ½ Day).....	First Quarter Ends (47 Days)
November 22-23 (Thursday-Friday).....	Thanksgiving Recess
December 20 (Thursday - Close of Session).....	Winter Recess Begins
January 3 (Thursday - Schools Reopen).....	Winter Recess Ends
January 21 (Monday).....	Dr. Martin Luther King, Jr., Day - ½ Day (A.M.) for Staff and Students
January 25 (Friday).....	Second Quarter Ends (44 Days)
January 28 (Monday).....	Teacher Workday*
February 13 (Wednesday - ½ Day).....	Professional Inservice
March 28 (Thursday - ½ Day).....	Third Quarter Ends (43 Days)
	Spring Recess Begins (Close of Session)
April 8 (Monday - Schools Reopen).....	Spring Recess Ends
May 8 (Wednesday - ½ Day).....	Professional Inservice
May 27 (Monday).....	Memorial Day
June 11 (Tuesday - ½ Day).....	Fourth Quarter Ends (46 Days)/End of Year for Students
June 12 (Wednesday).....	Teacher Workday*

RECAPITULATION

Teacher-Student Contact Days.....	180
Credited Paid Legal Holidays.....	3
(Labor Day, Thanksgiving, Memorial Day)	
Staff Meeting Day (August 29).....	1
Inservice Day (August 31).....	1
Teacher Workdays* (August 30, January 28, June 12).....	3
<b>TOTAL PAID DAYS</b>	<b>188</b>

School calendar takes into consideration that two (2) inclement weather/other emergencies days have already been built into the schedule. Make-up days: In the event school is closed beyond the two days due to inclement weather or other emergencies, the make-up day for students shall be Wednesday, June 12, 2013, and the teacher workday shall be Thursday, June 13, 2013. If two make-up days are required, the student make-up days will be Wednesday, June 12, 2013, and Thursday, June 13, 2013, and the teacher workday will be Friday, June 14, 2013.

Prior to the end of each school year, calculations will be done to determine if every school in the District meets Wisconsin Department of Public Instruction required number of student contact days, hours and minutes. If every school meets the above DPI requirements, the snow (“act of God”) day(s) is/are forgiven. Otherwise, the snow (“act of God”) days will not be forgiven. A thirty-minutes student lunch period will be scheduled into the daily schedule. If because of emergency school closings, additional make-up days are required beyond the two defined in the agreement to provide the 188 total paid contract days, they will be made up at a time as negotiated by the Board and the Association.

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

Open House:

Open House will be scheduled after the first Teacher Workday.

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

APPENDIX F-1

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1  
Kenosha, Wisconsin

PAYROLL DATES FOR TEACHING STAFF  
2011-2012 School Year

2011

September 7	Wednesday
September 21	Wednesday
October 5	Wednesday
October 19	Wednesday
November 2	Wednesday
November 16	Wednesday
November 30	Wednesday
December 14	Wednesday
December 28	Wednesday (EO)

2012

January 11	Wednesday
January 22	Wednesday
February 8	Wednesday
February 22	Wednesday
March 7	Wednesday
March 24	Wednesday
April 4	Wednesday
April 18	Wednesday
May 2	Wednesday
May 16	Wednesday
May 30	Wednesday
June 13	Wednesday

Extended Pay 26 Weeks

June 27	Wednesday (EO)
July 11	Wednesday (EO)
July 25	Wednesday (EO)
August 8	Wednesday (EO)
August 22	Wednesday (EO)

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

The direct deposit advice for the payroll of December 28, 2011 may be viewed on Employee Online. Payroll advices for the extended 26 pay weeks during the summer period may also be viewed on Employee Online.

EO – Employee Online

APPENDIX F-2

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1  
Kenosha, Wisconsin

PAYROLL DATES FOR TEACHING STAFF  
2012-2013 School Year

2012

September 5	Wednesday
September 19	Wednesday
October 3	Wednesday
October 17	Wednesday
October 31	Wednesday
November 14	Wednesday
November 28	Wednesday
December 12	Wednesday
December 26	Wednesday (EO)

2013

January 9	Wednesday
January 23	Wednesday
February 6	Wednesday
February 20	Wednesday
March 6	Wednesday
March 20	Wednesday
April 3	Wednesday (EO)
April 17	Wednesday
May 1	Wednesday
May 15	Wednesday
May 29	Wednesday
June 12	Wednesday

Extended Pay 26 Weeks

June 26	Wednesday (EO)
July 10	Wednesday (EO)
July 24	Wednesday (EO)
August 7	Wednesday (EO)
August 21	Wednesday (EO)

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

The direct deposit advices for the payrolls of December 26, 2012 and April 3, 2013 may be viewed on Employee Online. Payroll advices for the extended 26 pay weeks during the summer period may also be viewed on Employee Online.

EO – Employee Online

**DUAL CHOICE DENTAL PLAN  
BENEFIT SUMMARY**

	<b><u>WEAC GROUP Dental Policy</u></b>
Maximum Benefit Per Person Per Benefit Year Except Orthodontic Benefits	\$2,000
Maximum Benefit Per Person Per Lifetime For Orthodontic Benefits	\$2,000
Benefit Period Deductible Per Person	\$0
	<b><u>WEA Group Dental Policy Payable At</u></b>
<b><u>Benefit Provisions</u></b>	
<b>DIAGNOSTIC &amp; PREVENTIVE</b>	A through D are limited to 2 per Benefit Period
A. Routine Examinations	100%
B. Bitewing X-Rays	100%
C. Prophylaxes	100%
D. Fluoride Applications	100%
E. Sealants	100%
<b>BASIC</b>	
A. Full Series X Ray	80%
B. Anesthesia	80%
C. Teeth Extractions	80%
D. Oral Surgery	80%
E. Filling	80%
F. Stainless Steel Crowns	80%
G. Space Maintainers	80%
H. Root Canal Therapy	80%
I. Periodontic Treatments	80%
J. Denture Repair	80%
K. Consultations	80%
L. Occlusal Adjustments	100%(\$100lifetimemax)
M. Emergency Care	80%
<b>OPTIONAL BENEFITS</b>	
I. Onlays, Porcelain Crowns, and Cast Crowns	80%
II. Bridges	80%
III. Dentures	80%
<b>AMENDMENTS</b>	
Orthodontia to Age 25 Self and Spouse Covered	50%

## SCHEDULE OF HEALTH BENEFITS

Trust Preferred Plan

Employer: KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

Benefit Period: JANUARY THROUGH DECEMBER DOES NOT INCLUDE CARRYOVER

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

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

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

Restoration: \$2,000

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

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

OTHER OPTIONAL BENEFITS:

DEPENDENT STUDENT TO AGE 25

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

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



**GROUP LONG TERM CARE POLICY  
BENEFIT SUMMARY**

Elimination Period: 30 days

Benefit Provisions:

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

Maximum Daily Benefits as of September 1, 1999:

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

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

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

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

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

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

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

Waiver of Premium Qualification: Either

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

OR

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

## APPENDIX I

### SCHEDULE OF LONG TERM DISABILITY BENEFITS

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

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

## SCHEDULE OF LIFE INSURANCE BENEFITS

Cost of Insurance:

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

## MONTHLY RATES PER \$1,000 OF INSURANCE

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

Amount of Coverage - Spouse/Dependent(s)

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

Unit I	Spouse	\$10,000
\$3/month	Each Dependent	5,000
Effective 7/1/2000 - \$2/month		
Units I and II	Spouse	\$20,000
\$6/month	Each Dependent Child	10,000
Effective 7/1/200 - \$4/month		

Cost of Insurance:

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

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

**Policyholder:** Trustees of the Wisconsin Education Association Insurance Fund

**Participant:** KENOSHA SCHOOL DISTRICT

**Policyholder Number:** 36001

**Effective Date:** 01/01/2000

**Plan Number:** 660101

This Plan does not include Retiree Coverage

**Benefits:**

**Amount**

Life Insurance  
Accidental Death and Dismemberment Benefit (AD&D)  
Optional Group Life Insurance  
Minimum Enrollment - 50% of Eligible Class

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

Accelerated Life Benefit

Dependent Life Insurance

Dependent Option Life Insurance - (Option 1)

Double Dependent Option Life Insurance - (Option 2)

**Option 1**

**Option 2**

Spouse  
Each Child Over 14 Days Old

Not Applicable  
Not Applicable

Not Applicable  
Not Applicable

Minimum Enrollment - 50% of Eligible Class with Dependents

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

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

Active Participants:

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

The new amounts will be effective on the later of:

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

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

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

THIS AGREEMENT is made and entered into as of the 1st day of July, 2011, by and between the School Board of the Kenosha Unified School District No. 1 and the Kenosha Education Association, certified collective bargaining representative for certified teaching personnel of said District.

KENOSHA EDUCATION ASSOCIATION

KENOSHA SCHOOL BOARD  
UNIFIED SCHOOL DISTRICT NO. 1

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date