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ABSTRACT

This is the collective bargaining agreement between the Moraine Park Vocational, Technical and Adult Education District and the Faculty Association of Vocational, Technical and Adult Education District 10 covering the period July 1973-June 1974. Contents cover academic freedom; advancement on the salary schedule; aggrieved person; arbitration and costs; association rights; calendar; certification; conventions; disability insurance; dismissal or demotion; dues deduction; duration of contract; extended contract; fact finding; grievance, forms procedure, and group grievance; group life insurance; hospitalization and major medical insurance; horizontal movement; income protection absence; individual teacher's contract; individual teacher's rights; initiation and processing grievances; involuntary transfers; jury duty; leave; leave without pay; length of school year; management rights; mediation; modification of contract; negotiation meetings; nonrenewal of contract; no strike clause; paid holidays; pay periods; personnel file; professional growth; publication and developments rights; recognition; renewal of contract; rights to representation; rules of procedure for negotiations; salary schedules; savings clause; supervisory assistance; supplemental agreement; teacher assignments; teacher deficiencies; teacher observation, retirement, and travels; transfers; vacancies; vertical movement on the salary schedule; voluntary transfers; waiver of bargaining; and work day, experience, load, and week. (MJM)

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D. H. BLUMER

COLLECTIVE BARGAINING AGREEMENT

By and Between

Moraine Park Vocational, Technical and

Adult Education District

and the

Faculty Association of Vocational, Technical

and Adult Education District 10

July 1973 - June 1974

U.S. DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
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PREAMBLE

THIS AGREEMENT entered into this first day of July, 1973, by and between the Moraine Park Vocational, Technical and Adult Education District (hereinafter called "District", and represented by the Board of Moraine Park Vocational, Technical and Adult Education District) and the Faculty Association of Vocational, Technical and Adult Education District 10 (hereinafter called "Association").

WITNESSETH:

WHEREAS, the District and the Association recognize and declare that providing a quality education for the people of the Moraine Park District is their mutual aim, and

WHEREAS, these parties recognize the qualifications, abilities, and responsibilities of each to carry out this mission, and

WHEREAS, these parties recognize the importance of exchange of information, ideas and facts, information of policies, rules, and regulations, and

WHEREAS, it is the objective of these parties to fulfill the mission without interference arising from differences between them, and

WHEREAS, the necessary harmony for realization of these common objectives can best be achieved through the execution of a written agreement concerning wages, hours, and conditions of employment.

NOW THEREFORE, it is agreed as follows:

ARTICLE I - RECOGNITION

SECTION 1

The District hereby recognizes the Association as the sole and exclusive collective bargaining representative for all regular full-time teaching personnel, including guidance counselors, but excluding substitutes and part-time teachers, teacher aides, office and clerical employees, maintenance and operating employees, the District director, assistant to the director, administrators, adult education supervisors, coordinators, head librarians, department heads, administrative specialists, and all other supervisory employees.

Unless otherwise indicated, employees in the bargaining unit are hereinafter called "teachers" and reference to male teachers shall include female teachers. For parts of this Agreement, teachers whose work schedule or duties do not conform with the normal schedule will be identified as "special teachers". Special teachers will include, but are not limited to cosmetology instructors, reading specialists, practical nursing instructors, operating room instructors, farm training instructors, counselors, and high school and university contract teachers.

SECTION 2

Teachers who are not issued individual written contracts and teachers who teach in irregular programs regulated and funded under federal statute, including but not limited to the Manpower Development and Training Act of 1962 and Adult Basic Education provisions of the Economic Opportunities Act

of 1963 shall be considered as part-time teachers under this Agreement and therefore are specifically excluded under Section 1 above.

SECTION 3

The District agrees not to negotiate with any teacher individually or with any other teacher association other than the Association, with respect to wages, hours, and conditions of employment, except for the exclusions in Article I, Sections 1 and 2 of this Agreement.

SECTION 4

Pursuant to Chapter 111.70 of the Wisconsin Statutes, the District hereby agrees that teachers of Moraine Park District shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining.

ARTICLE II - NEGOTIATIONS

SECTION 1 - Rules of Procedure

(a) It is agreed that the District and the Association will, at all times, negotiate in good faith.

(b) The following procedure will be followed: By December 15 of this contract year, either party may make known in writing to the other its intention to negotiate a new contract for the ensuing year. Proposed changes will be submitted in writing by January 1 of this contract year. The target date for ratification of a succeeding agreement of this Agreement shall be March 15 of this contract year. If neither party makes known in writing its intention to negotiate a new contract by December 15 of this contract year, this contract, upon ratification of the District Board, shall be extended for one year from date of expiration.

(c) During such negotiations the District and the Association will present relevant data, exchange points of view and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the foregoing negotiation process.

(d) If, after a period of negotiations, the parties to this Agreement are deadlocked in the opinion of both parties, mediation may be initiated by either party. If both parties cannot agree to the results of mediation, fact

finding by the Wisconsin Employment Relations Commission may be initiated by the party or parties so feeling.

(e) All ground rules applying to negotiating sessions shall be established by the chief negotiators each contract year.

(f) The Association recognizes the legal obligation of the District to give each teacher a written notice of renewal or refusal to renew his individual contract for the ensuing school year on or before March 15 of the school year during which said teacher holds a contract. In the event an agreement concerning wages, hours, and conditions of employment has not been reached by the parties by the date individual teacher contracts are issued to teachers, all such individual teacher contracts shall be governed by the terms of any agreement for the ensuing school year subsequently reached by the parties of this Agreement. The individual teacher contract form is enclosed, Attachment No. 4.

(g) Except as this Agreement shall hereinafter otherwise provide, any change in rules, regulations and/or policies of the District that apply to wages, hours, and conditions of employment will be made only after the Association has had the opportunity to speak in its behalf.

(h) The District and the Association shall each be represented by a team of not more than three (3) members, of which one shall be designated as chief negotiator.

(i) A request for negotiation meetings shall be made by the chief negotiators. A mutually convenient meeting date shall be set within seven (7) days of the date of the request unless an extension of time is mutually agreed upon by both parties.

SECTION 2 - Modification

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III - RIGHTS CLAUSE

SECTION 1 - Management Rights

(a) Except to the extent expressly abridged by a specific provision of this Agreement, the management of the District hereby reserves and retains unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the Laws and Constitution of the State of Wisconsin and the United States, and all of its Common Law rights to manage the District, as such rights exist prior to the execution of this Agreement.

(b) The District will not exercise its rights, powers, authority, duties, and responsibilities in an arbitrary or capricious manner, nor in violation of the terms of this Agreement, or of the laws of the State of Wisconsin and the United States.

(c) The rights of the District unless abridged by this Agreement shall include but are not limited to the following:

1. To establish, maintain, change, or abolish policies, practices, and procedures.
2. To determine and redetermine the number, location, and types of its operations, methods, processes, and materials to be employed and to discontinue the performance of methods, processes, and operations by teachers.

3. To determine the number of hours per day, per week, and days per year operations shall be carried on.
4. To select and determine the number and types of teachers required and assign work to teachers in accordance with requirements determined by management.
5. To establish and change work schedules and assignments.
6. To transfer, promote, or demote teachers or to renew or refuse to renew individual teacher contracts for lack of work or other legitimate reasons and determine the fact of lack of work.
7. To make and enforce reasonable rules for maintenance of discipline.
7. To suspend, discharge, or otherwise discipline teachers for cause and take such measures that may be necessary for the orderly, efficient, and productive operation of the District.

SECTION 2 - Association Rights

(a) The District will provide the Association access to the following information:

1. Complete tentative line budgets (when available).

2. All public records (within five days of request).
3. Financial information needed for protection of wages (within five days of request).
4. Information relevant to process a Grievance (except transcripts and confidential information, unless written consent of the source is given).
5. Copy of the official open Board meetings (when available for publication).
6. Documents distributed at open Board meetings (within reason after the meetings, if requested).
7. Official agenda and any such related attachments (prior to the meeting).

(b) The District will allow the teacher to conduct Association business, in District facilities and use District equipment and supplies for which the Association shall pay costs, at times other than the eight consecutive contract hours, not including the lunch hours, and without interference with the educational program. All requests for room accommodations and equipment usage for Association meetings and/or other functions shall be coordinated in advance with the local facility administrator.

(c) The District agrees that there will be one bulletin board reserved for use by the Association in

each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other such material. Copies of all such material will be given to the building administrator but his advance approval will not be required.

(d) The District agrees that the Association will have the right to place notices, circulars, and other such material in teachers' mailboxes. The Association will also have the right to use the inter-school mail to distribute material of the aforesaid type.

SECTION 3 - Individual Teachers' Rights

(a) The District agrees that it will not discourage membership in the Association nor discriminate with respect to wages, hours, or conditions of employment against any teacher, because of membership, or non-membership in the Association, participation in any lawful activities of the Association, including negotiations or grievances, under the terms of this Agreement.

(b) The District agrees not to discriminate because of age, color, race, handicap, creed, sex, national origin, or ancestry with respect to wages, hours, and conditions of employment.

(c) The teacher's personnel file will include all of the following, but is not limited to:

1. Signed application form;
2. Transcripts supporting his claim to academic work;
3. Documents supporting his claim to professional training;
4. Records supporting his work experience;
5. Documents relating to his wages, hours, and/or conditions of employment if other than the negotiated contract;
6. Copies of all annual individual teacher contracts;
7. Documents relating to evaluations;
8. Documents related to resignation or discharge;
9. Documents supporting professional growth and work experience completed after his initial contract;
10. Material derogatory or complimentary;
11. Teacher's response to derogatory or complimentary material, if the teacher so desires.

The file will be the property of the District, but each teacher will have the right, upon request to the Assistant to the Director, to review the contents of his personnel file and make copies at his expense of any document contained

therein, with the exception being the credentials provided by teacher placement offices and letters of recommendation provided in confidence. A teacher will be entitled to have a representative of the Association accompany him during such review.

(d) Material derogatory to a teacher's conduct, service, character, or personality, other than material supplied in confidence as a part of the teacher's credentials, shall not be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher shall affix his signature and date of such signature, however, with the expressed understanding that such signature does in no way indicate agreement with the contents. The teacher will also have the right to submit a written answer to such material and his answer will be reviewed by the Assistant to the Director and attached to the file copy.

(e) Any complaints regarding a teacher made to any member of the District administration by any parent, student, or other person which are used in any manner in evaluating a teacher will be reduced in writing, promptly investigated, and called to the attention of the teacher.

ARTICLE IV - GRIEVANCE PROCEDURE

SECTION 1 - Purpose

The purpose of this procedure is to provide, beginning at the lowest possible administrative level, an orderly method of resolving differences arising from interpretation and/or administration of this Agreement during its term. A determined effort shall be made to settle any such differences through the use of the Grievance procedure.

SECTION 2 - Definitions

(a) For the purpose of this Agreement a "Grievance" is defined as an alleged violation of a specific Article or Section of this Agreement, or an interpretation, meaning, or application of any specific Article or Section of this Agreement.

(b) An "Aggrieved Person(s)" is the person or persons making the claim.

(c) The term "days" when used in this Article shall, except where otherwise indicated, mean all days excluding Saturdays, Sundays, or legal holidays.

SECTION 3 - General Procedures

(a) Since it is important the Grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

If such Grievance arises, there shall be no stoppage or suspension of work because of such Grievance; but such Grievance shall be submitted to the Grievance and arbitration procedures, hereinafter set forth.

(b) In the event a Grievance is filed at such time that it cannot be processed through all the steps in this Grievance procedure by the end of the term of this contract, then said Grievance shall be resolved under the terms of this Agreement and Article, and not under a succeeding Agreement.

(c) At all steps of a Grievance after it has been formally presented, at least one member of the Association's Grievance Committee may attend any meetings, hearings, appeals, or any other proceedings required to process the Grievance.

(d) When it is necessary for an Aggrieved Person and his building representative, or a member of the Grievance Committee or such other representative designated by the Association to attend a Grievance meeting or hearing during a school day, the Aggrieved Person or such other person will, upon notice to his immediate supervisor, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings, or hearings is necessary as a witness will be accorded the same right. The Association agrees that these rights will not be abused.

SECTION 4 - Initiation and Processing

(a) Step 1 - An earnest effort shall first be made to settle the matter informally between the Aggrieved Person and his immediate supervisor. If the matter is not so settled, the Grievance shall be presented in a written "Statement of Grievance" by the Aggrieved Person to the immediate supervisor no later than ten (10) days after the facts upon which the Grievance is based become known. The "Statement of Grievance" shall state the name of the teacher involved, shall state the facts giving rise to the Grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the teacher with respect to these provisions, and shall indicate the relief requested. The immediate supervisor shall give his written answer no later than five (5) days after his receipt of the "Statement of Grievance".

(b) Step 2 - If the Aggrieved Person is not satisfied with the disposition made at Step 1, he may, no later than five (5) days after receipt of the immediate supervisor's answer in Step 1, refer the Grievance to the next Administrator in line of authority. The Administrator shall give a written answer no later than five (5) days after his receipt of the Grievance.

(c) Step 3 - If the Aggrieved Person is not satisfied with the disposition made at Step 2, he may, no later than five (5) days after receipt of the Administrator's answer in

Step 2, refer the Grievance to the District Director in writing. The District Director shall give a written answer no later than five (5) days after his receipt of the Grievance.

(d) Step 4 - If the Aggrieved Person is not satisfied with the disposition made at Step 3, he may, no later than ten (10) days after receipt of the Director's answer in Step 3, refer the Grievance to the Board by letter addressed to the Board President. The Board shall give a written answer within ten (10) days following the first regular monthly meeting of the Board after the Board President's receipt of such referral letter.

(e) Step 5 - If the Aggrieved Person is not satisfied with the disposition made at Step 4, or if the Board has not rendered its answer within ten (10) days after its first regular monthly meeting after the Board President's receipt of such referral letter, he may, no later than five (5) days after receipt of the Board's answer or fifteen (15) days after such first regular monthly meeting of the Board, whichever is sooner, request in writing to the Chairman of the Association's Grievance Committee that his Grievance be submitted to arbitration. If the Grievance Committee determines that the Grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, it shall notify the Board President in writing of such decision no later than fifteen (15) days after its receipt of the request for arbitration by the Aggrieved Person.

(f) Within ten (10) days after such notice of submission to arbitration has been received, the District and the Grievance Committee will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, both parties shall jointly file a written request with the Wisconsin Employment Relations Commission to submit names of five qualified arbitrators for consideration. If the parties cannot agree upon one name of those listed, by alternate striking of names, the remaining person will act as arbitrator.

(g) The sole function of the arbitrator shall be to determine whether or not the rights of the teacher have been violated by the District contrary to an express provision of this Agreement or in violation of law. In a non-renewal case the arbitrator shall not have authority to determine the existence of lack of work if such be the cause for nonrenewal. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement in any way. The arbitrator shall have no authority to impose liability upon the District arising out of facts occurring before the effective date or after the termination of this Agreement. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision contrary to the

right vested by law in the District unless modified by this Agreement. The decision of the arbitrator shall be made in accordance with his jurisdiction and authority and within the limits established by this document. The arbitrator's decision will be final and binding on both parties.

(h) All arbitration proceedings shall be held at such place as shall be mutually agreed upon between the District and the Association. If the District and the Association are unable to agree, the place of hearing shall be designated by the arbitrator.

(i) All expenses incurred for the services of an arbitrator, including per diem expenses, if any, and/or actual and necessary travel and subsistence expenses, and/or if either party desires a transcript of testimony to be prepared for the arbitrator, such will be the expenses which will be shared.

(j) The parties agree to follow each of the foregoing steps in the processing of a Grievance. If the representative or representatives of the District fail to give a written answer within the time limit set out for any step, the Aggrieved Person may immediately refer the Grievance to the next step. If a Grievance is not referred to the next step within the specified time limit, it shall be considered withdrawn. The time limits specified for a particular step may be extended by mutual agreement of the persons involved in the disposition of a Grievance at that step.

SECTION 5 - Initiation of Group Grievances

If, in the judgment of the Grievance Committee, a Grievance affects a group or class of teachers, the Grievance Committee may submit such Grievance in writing directly to the Administrator whose action caused the Grievance and the processing of such Grievance will be commenced at Step 2. The Grievance Committee may process such a Grievance through all levels of the Grievance procedure even though the Aggrieved Person or Persons do not wish to do so.

SECTION 6 - Rights of Teachers to Representation

(a) No reprisals of any kind will be taken by the District against any building representative, any member of the Grievance Committee, or any other participant in the Grievance procedure by reason of such participation.

(b) Nothing herein contained shall be construed as limiting the right of any individual teacher, or any group of teachers, having a Grievance, from presenting, in person, or through representatives of their own choosing, without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state the Association's views regarding any inconsistent interpretation of this Agreement.

(c) Any Aggrieved Person may be represented by himself, or, at his option, by a representative selected by the Association. When the teacher is not represented by

the Association, the Association shall have the right to be present and to state its views at all stages of the Grievance procedure.

SECTION 7 - Miscellaneous

(a) Decisions rendered at Steps One (1), Two (2), and Three (3) of the Grievance procedure will be transmitted promptly to the Aggrieved Person and to the Chairman of the Grievance Committee.

(b) All documents, communications and records dealing with the processing of a Grievance will be filed separately from the personnel files of the participants.

(c) Forms for filing Grievances, serving notices, taking appeals, making reports and recommendations are included in attachments.

ARTICLE V - TEACHER SUPERVISION

SECTION 1 - Teacher Observation

(a) The District and the Association agree that the objectives of teacher observation and evaluation are to improve the quality of instruction and to make known to the teacher his strengths, weaknesses and/or deficiencies. All evaluation or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher and only by personal visitation. The use of audio or visual systems, or similar surveillance devices shall be by mutual consent only.

(b) Written evaluation of all new teachers will be made by the District department chairmen and/or other qualified personnel at least two times per year per subject area. Other teachers will be evaluated at least one time per year per subject area. Teachers will be given a copy of any class visit or evaluation report prepared by their supervisors at least one (1) day before a conference to discuss it. Such reports or evaluations shall not be submitted to the District Instructional Services department, placed in the District teacher's file, or otherwise acted upon unless an opportunity for a conference has been provided and the teacher has signed the evaluation or report. The teacher shall affix his signature and date of such signature to the evaluation or report. Such signature shall indicate only that the teacher has seen and read the evaluation or report.

SECTION 2 - Supervisory Assistance

In the event the evaluation report indicates deficiencies or weaknesses, the teacher will be given supervisory help to correct stated deficiencies or weaknesses. An exact, duplicate record shall be maintained by the teacher and evaluative supervisor, explaining how the teacher was given supervisory help.

SECTION 3 - Persisting Deficiencies or Behavior

Any teacher alleged to have serious deficiencies shall be notified in writing of them by the immediate supervisor at the time of the evaluation conference. If such deficiencies or behavior are judged to warrant dismissal, the immediate supervisor shall notify the Assistant to the Director, who will, in turn, inform the teacher in writing that such action is being considered.

SECTION 4 - Conferences on Alleged Deficiencies or Behavior

A conference to ascertain whether alleged deficiencies or behavior have continued and/or are serious enough to warrant dismissal will be held by the District Director with the teacher, his immediate supervisor, and the Assistant to the Director in attendance. The teacher may appear either by himself or together with a representative of the Association or together with anyone else of the teacher's own choosing.

ARTICLE VI - DISMISSAL, DEMOTION OR OTHER DISCIPLINE,
RENEWAL OR NONRENEWAL OF CONTRACT

SECTION 1 - Dismissal, Demotion or Other Discipline

(a) Dismissal, demotion or other discipline of a teacher may be made only after such charges, notice, hearing, and determination thereof as are provided in this Agreement.

(b) All charges against a teacher shall be made in writing, signed by the person making the same, and filed with the Secretary or other designated officer of the District.

(c) The District, if it decides to proceed upon such charges, shall furnish the teacher with a written statement of the charges, and shall, upon written request of the teacher, provide for a private hearing to take place not less than ten (10) or more than thirty (30) days after receipt of notice by the teacher.

(d) Dismissal shall be subject to the Grievance procedure, starting at Step 5.

SECTION 2 - Renewal of Contract

(a) A teacher shall be given written notice of renewal of his contract for the ensuing school year on or before March 15 of the school year during which said teacher holds a contract with the District. If no such notice is given on or before March 15, the contract then in force shall be continued for the ensuing school year. A teacher who receives

a notice of renewal of his contract for the ensuing school year on or before March 15, shall accept or reject, in writing, such contract not later than April 15 following. Nothing in this Section shall prevent the modification or termination of a contract by mutual agreement of the teacher and the District.

SECTION 3 - Nonrenewal of Contract

(a) If the District is considering nonrenewal of a teacher's contract it shall, at least fifteen (15) days prior to the date of the renewal of the teacher's contract, give written notice of its intention of nonrenewal of the teacher's contract and the teacher has the right to a private conference with the District, if the teacher files a request therefore with the District within five (5) days after receiving such notice of intention of nonrenewal of contract for the ensuing year.

(b) Nonrenewal shall be subject to the Grievance procedure, starting at Step 5.

ARTICLE VII - NO STRIKE CLAUSE

SECTION 1

The Association shall not authorize, ratify, or condone, either directly or indirectly, any strike, work stoppage, slowdown or other concerted interference with work on the part of any teacher. The Association will publicly denounce any such action.

SECTION 2

In addition to any other remedy provided by law, any teacher who engages in any strike, work stoppage, slowdown, or any other concerted interference with work, whether or not such action is authorized, ratified, or condoned by the Association shall be subject to dismissal as provided in Article VI, Section 1.

SECTION 3

The District shall not lock out teachers; however, if any teacher is unable to work because operations are suspended due to a strike, work stoppage, slowdown or other interference with work by any other person, whether or not such persons are teachers, such inability to work shall not be deemed a lockout.

ARTICLE VIII - CONDITIONS OF EMPLOYMENT

SECTION 1 - Teacher Assignment

(a) The contract for the teacher shall have the base school assignment of the position, the salary schedule, placement, and the tentative instructional area assignment(s) listed when it is issued, in accordance with Wisconsin Statutes 118.22.

(b) The District will make available in writing to each teacher (1) a list of tentative course titles six weeks prior, and (2) a schedule of student contact hours and course titles three weeks prior to the first scheduled class period. This Section does not apply to farm training instructors, counselors, cosmetology instructors, reading specialists, and high school contract teachers who are identified as special teachers in Article I, Section 1.

(c) In order to assure that students are taught by teachers working within their area(s) of competence, teachers shall not be assigned outside the instructional area of their teaching certification.

(d) Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. The guidelines as set forth in the workload formula will be adhered to.

(e) Teachers who use their own automobile in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the rate of eleven (11¢) cents per mile. Payment will be computed on the basis of the shortest distance between his base school and the assigned school. Mileage must actually be driven to be claimed for reimbursement. If the teacher shares a ride with someone else, only one person can submit a mileage claim. He cannot, under any circumstances, charge mileage from his home to his base school or his return home from his base school; in the event of school business reimbursement will be made for the extra miles only.

(f) Teachers whose assignment normally requires frequent and regular travel, i.e., farm training instructors, operating room assistant instructors, and licensed practical nurse instructors, and the guidance counselor for West Bend and Beaver Dam, will provide and use their own private vehicles and be compensated for their mileage. District-owned staff cars will be used by these staff members only in an emergency such as mechanical breakdown, family sickness, etc.

Other teachers who are required to travel may use District-owned cars to the extent that they are available, priority being given to those whose travel assignment would impose a personal hardship if required to provide their own vehicle. Scheduling problems or personal hardship situations should be made known to the Assistant to the Director at the earliest date possible.

SECTION 2 - Vacancies

(a) The District will supply to the Association no later than by February 15 of each school year a list of known vacancies for the ensuing year. Vacancies occurring after February 15 shall be supplied as they occur.

SECTION 3 - Transfers and Reassignments

(a) The District retains the right to make subject and activity assignments and to make transfers between schools and within schools as necessary. A list of transfers and reassignments will be supplied to the Association as soon as practicable after the fact.

SECTION 4 - Voluntary Transfers and Reassignments

(a) Teachers wishing a transfer or subject area change will make their wish known in writing to the Assistant to the Director by February 15 of the contract year. If more than one vacancy exists, subject area assignments and/or building change requests should be listed in order of preference.

(b) If more than one teacher has applied for the same transfer or subject area reassignment, the teacher's area of competence, teacher capability, major or minor field of study, length of service in the Moraine Park District, and length of service in the school and the best interests of the District will be considered in determining which teacher is to be transferred or reassigned.

(c) If, in its assessment, the District determines not

to make a transfer or reassignment from among available volunteers, then an involuntary assignment can be made.

(d) Teachers wishing a transfer or subject area change will be evaluated for the purpose of filling a vacancy, along with persons not in the employ of the District.

SECTION 5 - Involuntary Transfers and Reassignments

(a) A notice listing reasons for involuntary transfer or reassignment will be given to a transferred teacher not later than March 15 of the contract year.

(b) When an involuntary transfer or reassignment is being considered, a teacher's area of competence, teacher capability, major or minor field of study, length of service in the District, and length of service in the particular school and the best interests of the District will be considered in determining which teacher is to be transferred or reassigned.

(c) If the teacher objects to an involuntary transfer or reassignment he may request a meeting with the administration, with or without Association representation, for the purpose of explaining his objections, and hearing the District's reasons for making the transfer. The meeting date and time shall be mutually agreed upon.

(d) Teachers being involuntarily transferred or reassigned shall have preference over teachers seeking voluntary

transfers or reassignment in regard to choice among those positions which are vacant. The position on the salary schedule for teachers being involuntarily transferred or reassigned will not be reduced.

(e) The District retains the right to make involuntary transfers or reassignments at any time during the contract period, due to lack of work, because of lack of or declining enrollment, and combining programs. The base school of the teacher transferred or reassigned shall not be changed during this contract period.

(f) If a teacher is involuntarily transferred after his contract is issued, changing his base school during the school year, he will be reimbursed for actual additional miles driven each day he is required to travel or the District may pay his normal moving expenses if he changes residence upon being transferred.

SECTION 6 - Work Week

The work week shall be defined as beginning on Monday and ending on Friday, except when shortened due to holidays and non-contract days. The parties recognize the principle of a normal 35-hour work week, exclusive of lunch periods.

SECTION 7 - Work Day

(a) The normal work day shall not be more than eight consecutive hours beginning not earlier than 7:00 a. m.

One of the eight hours shall be assigned as a duty free lunch hour.

SECTION 8 - Length of School Year

(a) The normal school year for teachers shall be 190 paid employment days. It shall be the prerogative of the District to determine within such 190 days the number of in-classroom teaching days and the number of days to be set aside for teacher training, in-service, registration, and/or other purposes deemed necessary by the District.

(b) Subject to subparagraph (a) above, the school calendar for the 1973-74 period shall be as set forth in Attachment No. 3.

(c) When an individual formal teaching contract is extended beyond the 190 day normal school year, additional salary compensation will be prorated according to Attachment No. 2.

(d) Nothing in this Agreement shall limit the District from additionally contracting with a teacher individually, formally or informally, to teach or perform any other type of work at such times and for such periods as the District may deem appropriate.

SECTION 9 - Certification

(a) All teachers employed by the Board are subject to Wisconsin Administrative Code, Section A-V1, entitled

"Requirements for Certification", or Chapter A-V 3, "Requirement for Certification", whichever applies, per A-V 3.01 (1) (d) and (e).

(b) The Assistant to the Director on behalf of the District has the right to apply for State certification approval for any teacher for any subject or any subject area for which the teacher might be considered eligible for certification. The teacher is responsible for renewal of his certification. Noncompliance with the state code requirements and/or additional District certification requirements shall be cause for dismissal.

(c) The Assistant to the Director will furnish each teacher with a list of certification requirements he has yet to meet by March 15.

(d) Verification of work experience shall be provided by an individual teacher if requested by the District.

SECTION 10 - Professional Growth

(a) Provisionally certified teachers shall participate in professional growth activities as set forth in Chapter A-V 1 or A-V 3, depending on which were in effect at the time of initial certification.

(b) Teachers certified with a State Standard Certificate or a Standard Five-Year Certificate, as defined in Chapter A-V 1 or A-V 3, whichever applies, shall demonstrate continued professional growth of six approved semester credits

or two months of appropriate occupational experience or other professional activity as defined by the District.

(c) Teachers certified with a Life Certificate as defined in Chapter A-V 1, dated October 1, 1968, or a State Standard Certificate as defined in Chapter A-V 1, dated prior to October 1, 1968, shall participate in approved professional growth as follows: Those teachers whose attainment is below the Masters Degree level shall earn at least five (5) collegiate credits or their equivalent in every five-year period until 60 years of age; those who have attained their Masters Degree level shall earn at least five (5) college credits or their equivalent in every seven (7) years until 58 years of age.

SECTION 11 - Academic Freedom

(a) The spirit of this institution, developed and sponsored under progressive administrative and teacher leadership, encourages the teaching, investigating, and publishing of findings in an atmosphere of freedom and confidence which shall continue to be upheld by the District. Greater knowledge and maturity of judgment may occur when students are exposed to a variety of ideas and facts.

(b) When the teacher speaks or writes as a citizen outside of school, he shall be free from administrative and institutional censorship and discipline. However, the teacher has the responsibility to clarify the fact that he

speaks as an individual and not as a member of the faculty of this District.

SECTION 12 - Publication and Developmental Rights

(a) If materials or devices are created on school time, whether under special assignment or otherwise, they shall be the exclusive property of the District and may be copyrighted or patented and distributed in accordance with the interests of the District. Such materials shall bear the name of the writer or inventor.

(b) If the materials or devices are created on the time of the individual faculty or staff member, although the District may benefit from teaching all or some of the material in the classroom, then the following procedure will be followed:

- 1.) When written material is in the developmental form it shall be duplicated at District expense and sold at the cost of duplication and handling and be so used in Moraine Park District classrooms. Such materials may also be sold for use without reproduction rights to other vocational schools in the state of Wisconsin.
- 2.) After the material is finalized and prepared for commercial publication or manufacture the writer or inventor will have the liberty to contract with a publisher or producer for the publication of said material with the understanding that no

royalties shall be paid to the producer or to the author or inventor for the items used in Moraine Park District schools. The author or inventor may contract to receive any royalties for materials sold to other institutions.

SECTION 13 - Work Load Formula

(a) All teaching and work assignments shall be made as equitable as practicable among the teaching staff so that work loads will be as nearly equal as possible, taking into account equating the work load evenly for the entire teaching staff, recognizing all the educational tasks performed by teachers and providing quality up-to-date instruction in all courses. Because of the variety of assignments offered, this teacher work load policy will not apply to guidance counselors, teachers such as farm training instructors, reading specialists, cosmetology and nursing clinical instructors, teachers supervising students in individualized instructional programs, teachers teaching high school and university contract courses, and teachers teaching and/or supervising programs. Work load computations by the administration will be stated in writing after the fourth week of each semester and a copy given to the Welfare Committee chairman.

(b) Definitions

1. Contact Period:

Fifty minute instructional unit of time is devoted to instruction in the presence of students.

2. Lecture and/or Discussion:

Instruction given without or with only minimum time allotted for student response or interchange or that which is followed by discussion with time allotted for student response and/or interchange.

3. Laboratory:

The class in which the student is aided and supervised by the instructor. The results of this activity, the correction, and checking of these activities by the instructor is done beyond class time.

4. Shop:

Class in which the student activity is supervised and aided by the instructor with little or no activity needed by the instructor for checking the results of this activity beyond the class period.

(c) Special Assignments

1. Activities recognized by Instructional Services and assigned to instructors to improve, promote, and enhance the total educational program; i.e., new program development, special committee work, instructional methodology, special projects and/or laboratory and shop maintenance.
2. Actual time required to travel from school to school.
3. Student advisorships will be assigned to major instructors in each student's major field of study. Those assigned advisorship duties will be credited with 2.86% work load per semester. All teachers are expected to

initiate counseling sessions with students in their course regarding their educational progress.

4. Consideration will be given for teachers teaching in the one- and two-year vocational programs, the associate degree programs and apprentice programs with an excess of three different course preparations per semester. Apprentice courses will be considered on the basis of 54 contact periods per semester. For each different course preparation in excess of three, 5.72% credit toward his work load will be granted.
5. Club advisors, newspaper advisors and other extra curricular activities will not be used in calculating the teachers' work load.
6. Consideration will be given to teachers assigned to teach more than one new course for which no instructional materials have been prepared.
7. Class sizes will be re-evaluated on the fourth week of classes and again at the end of the quarter. If the class sizes change after initial scheduling, the special assignments column will be utilized as follows:

Lecture maximum class size is 35 per section--excess 36 to 50, add 2.86%. Additional multiples of 20 students, add 2.86%. If the lecture, laboratory, or shop class enrollment decreases to the next lowest number after initial scheduling, the percentage of the work

load will be reduced accordingly. ,
Maximum student stations per laboratory
will be determined by Instructional
Services. Excess students in multiples
of 5 will add 2.86%.

(d) Work Load Scale

Work load will be based on rating points as indicated
on the following schedule. Load will be determined as
equitable as possible between 90-110 per semester with
efforts made to average 100 (or as close as possible) over
each school year. In no case shall the work load exceed
110% per semester.

ARTICLE IX - SALARY SCHEDULE

SECTION 1 - 1973-74 Teacher Salary Schedule

(Refer to Attachment Nos. 1 and 2.)

SECTION 2 - Advancement on Salary Schedule

(a) Advancement because of credits and experience earned for professional improvement shall start from the original placement position.

(b) Vertical advancement on the salary schedule will occur at a rate of one step for each twelve-month year within which the teacher completes satisfactory employment with the District that is at least equivalent to a normal school year.

(c) All college credits contemplated for the purpose of horizontal advancement on the schedule must have prior written approval of the Assistant to the Director. Approval must be obtained prior to enrollment or registration for such work.

(d) Eligibility for horizontal advancement on the salary schedule shall be determined no later than November 1 for the current school year and will be conditioned upon the receipt of official transcripts indicating a C grade or better of previously approved courses by the Assistant to the Director prior to that November 1. Where such condition is satisfied, the horizontal advancement will be effective, retroactively where appropriate, either (1) as of July 1 of the current contract year if the

course work was completed by that July 1, or (2) if the course work was completed subsequent to that July 1, as of the beginning of the first full-time school semester immediately following that July 1.

(e) Horizontal movement on the salary schedule by teachers who have not earned a Bachelors Degree from an accredited institution shall be limited to the last column preceding the M. S. column. Such non-degree teachers shall not be eligible for M. S. degree placement on the salary schedule.

(f) Work Experience

Work experience may be used for horizontal advancement on the salary schedule as described by the following conditions:

1. 240 hours of related work experience will earn 3 credits.
2. No more than 3 credits can be earned in any five-year period.
3. The employer will be responsible for establishing the objectives to be attained, supervision, and evaluation of the performance of the employee and submit a report to the District.
4. The objectives must be directly related to the teacher's field of employment and have prior approval of the Assistant to the Director.
5. Work experience acquired prior to this contract

- will not be given credit under this Section.
6. Work experience under this Section will apply only after a Bachelors Degree or its equivalent has been earned.
 7. Credit for work experience will be granted providing 3 credits are earned in full-time continuous employment with a limit of 8 working hours in one day of 24 hours.
 8. Once applied for and granted, the teacher must comply within one year from date of application or lose his right to the application.
 9. Three approved academic credits must be earned in addition to work experience credits in order to advance one horizontal step.

(g) Pay Periods

Each full-time teacher has a choice of two payment plans. Selection of the plan will be made by the teacher before the receiving of his first paycheck under this contract and will remain in effect until the contracted salary amount is paid. The two options are as follows:

- 1.) Nineteen payment plan--a check will be issued on the 15th and the last day of the month. If these days fall on a weekend or paid holiday, then the check will be issued on the preceding day. The last

check will be issued on the last working day of the normal school year.

- 2.) Twenty-four payment plan--a check will be issued on the 15th and the last day of the month with allowance being made when these fall on a weekend or holiday as previously explained.

SECTION 3 - Sabbatical Leave

(a) Statement of Policy

Sabbatical leave may be granted a full-time teacher who has achieved five-year certification or life certification based upon the best interests of the District and the competency of the applicant. The purposes of such leave shall be to improve the professional preparation of the teaching staff by providing opportunity for further study in well-defined fields of learning and/or the pursuance of advanced degrees and enable instructors to obtain occupational training beyond that required for standard five-year or life certification.

(b) Eligibility Requirement

All full-time teachers with standard five-year or life certification in their fields who have completed no fewer than five consecutive years of service in the Moraine Park District or former schools now comprising Moraine Park District are eligible for sabbatical leave. Applicants must have an approved educational objective or experience objective

that is clearly defined and related to District needs.

(c) Application Procedures

Applications for sabbatical leave shall be addressed to the District Director. Applicants seeking sabbatical leave, beginning in September, must formally apply no later than February 1 of that year. Those seeking sabbatical leave in January must formally apply no later than July 1 of the previous year. Notification of acceptance or rejection of the applicant's request will be given within 30 days following February 1 or July 1, as the case may be.

(d) Selection Criteria

The following criteria will be considered by the Sabbatical Leave Selection Advisory Committee when applications for sabbatical leave are considered:

- 1.) The number of teachers on sabbatical leave at any one time shall not exceed one for every 50 full-time contract teachers or major fraction thereof.
- 2.) The application for sabbatical leave must clearly describe the benefit to the Moraine Park District. It may also include personal reasons for applying.
- 3.) A replacement teacher must be available.
- 4.) No more than one sabbatical leave may be granted to any one teacher in an eight-year period.

5.) The applicant must show proof of acceptance into an employment position or educational institution.

(e) The Sabbatical Leave Selection Advisory Committee will be composed of three persons from the full-time teaching staff selected by the local teacher Association membership and three persons from the management staff selected by the District Director. The Committee shall review all applications for sabbatical leave and make recommendations for approval or disapproval in writing to the Director for presentation to the Board of Moraine Park Vocational, Technical and Adult Education District.

(f) Length of Sabbatical Leave

Sabbatical leave shall not be granted for more than two semesters or its equivalent in any one school year. It shall not extend into two different school years unless the District Board deems it beneficial to its own best interests to extend the leave.

(g) Compensation

1.) An employee on sabbatical leave shall be paid in accordance with established procedures in effect at the time of the leave on the basis of 50% of the amount he would normally receive for the two semesters had the employee not been granted sabbatical leave. If the sabbatical leave is for less

than one school year, the amount of pay will be prorated accordingly.

- 2.) Employees on sabbatical leave will be advanced horizontally on the salary schedule commensurate with the credits or work experience completed and will retain all fringe benefits. There will be no vertical salary increase recognizing an additional year of teaching experience.
 - 3.) In no instance shall the salary be supplemented by a fellowship or grant in aid so as to make his total remuneration in excess of his academic year's salary. Should this occur, the salary will be reduced accordingly.
 - 4.) No recipient may accept teaching or research appointments for pay while on sabbatical leave. It is assumed that the employee will give full time to pursue his studies. An internship which is part of the academic program for credit and for which salary or other compensation is received is not prohibited, although it is also subject to limitation as described in paragraph 3 above.
- (h) Sabbatical Leave Recipient's Obligation
- 1.) The recipient, if enrolled for schooling, shall not earn less than the average number of credits required of an average student and

maintain a satisfactory grade point average; if employed for occupational experience, he shall be employed on a full-time basis with a diversity and level of job responsibility comparable or greater than that of a vocational or technical graduate in the field for which experience is sought.

- 2.) The recipient shall submit to the District Director a written report within 30 days after the start of the educational or occupational activity, and a final report prior to his return to school. Mid-term and final grade reports will be also forwarded to the Director as they are received. The final report should detail specific credits earned or specific job functions and hours of experience gained in each of these functions. The final report should further be documented by either an official transcript of credits earned or a certified statement from the employer testifying to the type and amount of occupational experience.
- 3.) The recipient of a sabbatical leave will obligate himself or herself to return to employment in the Moraine Park District for twice the amount of time of the leave or return the full amount of compensation received. The recipient will sign an interest-free note indicating this and

specifying the amount of the compensation to be received. The note will be cancelled at completion of the end of the period of service required according to this policy or at the death of the maker or upon he or she becoming permanently incapacitated so that he or she is unable to assume the position which was held prior to the sabbatical leave. In the event that the teacher does not fulfill his post-leave obligation, the Board, if it chooses, may prorate or cancel altogether the note outstanding.

- 4.) It shall be the responsibility of the recipient to notify the District Director by February 1 if return to duties may be expected at the beginning of the first semester in September, or by July 1 if return to duties may be expected at the beginning of the second semester in January, as the case may be.

(i) Sabbatical Leave Without Pay

In addition to sabbatical leave granted under this policy, the Board agrees to consider additional sabbatical leaves without pay or compensation on a leave of absence basis for purposes as outlined in paragraph (a).

(j) Conditions of Employment During Sabbatical Leave

Except as otherwise stated herein, the conditions of employment for the teacher shall not be changed.

SECTION 4 - Other Leaves of Absence

(a) Leave of absence without pay may be granted by the Board upon written request of the teacher and the recommendation of his immediate supervisor and the District Director for the purpose of study or professional improvement or because of physical disability.

(b) Jury duty leave may be granted by the District upon application to the Assistant to the Director. Full salary payment by the Board will be continued less any compensation received for such duty.

(c) Two convention leave days will be granted during the period of this Agreement to any teacher upon application to the Assistant to the Director. Full salary continuation will be made providing the convention attendance is for professional, general, vocational, technical, or adult educational improvement.

SECTION 5 - Group Life Insurance

Group life insurance is provided to any teacher who is a member of the Wisconsin State Teachers Retirement Fund. The District will pay the premiums on the insurance. This insurance shall be subject to the rules and regulations of the Wisconsin Group Insurance Board.

SECTION 6 - Hospitalization, Surgical, and Major Medical Insurance

All teachers are eligible to elect to receive single or family coverage under a group hospitalization, surgical,

or major medical insurance policy, the cost of which shall be paid by the District. Coverage for new teachers shall begin on the first day of the month following the first day of employment. For teachers leaving the employment with the District, at the end of the normal school year, coverage will stop at the expiration of this contract. For teachers who have been dismissed coverage will end at the time of dismissal.

SECTION 7 - Disability Insurance

The District agrees to pay full premium for long-term disability insurance coverage on each teacher. The WEA Trust long-term disability plan will apply for the duration of this contract. For teachers who have been dismissed coverage will end at the time of dismissal.

SECTION 8 - Teacher Retirement

(a) The District agrees to pay to the Wisconsin Teachers Retirement Fund, in lieu of an equal amount of retirement contribution required to be deducted from each payment of earnings to contract teachers, the amount of 4½ percent or 4½ and 7 percent of the total salary, depending on the individual teacher's retirement plan, from July 1, 1973 to December 31, 1973 and 5 percent of the total contract salary of each teacher beginning January 1, 1974 and ending June 30, 1974. Contract salaries earned prior to July 1, 1973 which are paid after July 1, 1973, remain subject to the terms of the previous bargaining contract.

(b) It is understood and agreed that all such payments of contributions made by the District shall be reported to the Wisconsin Teachers Retirement Fund in the same manner as though deducted from earnings of participating teacher employees, and that all such payments of contributions made by the District shall be made available for all retirement fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of participating teacher employees, it being understood that such payments made by the District shall not be considered school district employer contributions.

SECTION 9 - Dues Deduction

(a) The Board agrees to deduct from the salaries of teachers the dues of said teachers who individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association. The individual authorization shall be in writing in the form set forth on the following page.

(b) Authorization cards must be filed in the school District office not later than November 1.

(c) All teachers employed by the District who are eligible to membership in the Association will be required to pay an amount equivalent to the local dues and will be assessed an amount up to \$25.00 if the local dues do not cover the cost of negotiations and administration of the contract. The District will deduct the amount due

for dues from the employees, according to Section 9 of this contract. Any additional up to \$25.00 will be deducted upon certification of the Association as to the exact cost of negotiations and administration of the contract.

ASSOCIATION DUES DEDUCTION AUTHORIZATION

Name _____
 Last First Middle Initial

Address _____
 Number and Street City Zip Code

I hereby authorize the payroll officer to deduct from my salary \$_____, to be deducted in equal semi-monthly installments over the remaining period of my contract, and to credit to the Faculty Association of Vocational, Technical and Adult Education District 10. The deduction shall be made in equal installments beginning with the salary check issued on Nov. 30 of each year. Date

This authorization is valid as long as I am employed in the Moraine Park District, unless I countermand it in writing to the payroll officer prior to September 1 of any school year.

Date _____ (Signed) _____

(Authorization forms must be filed in the school District office not later than November 1.)

Form 7/1/73

ARTICLE X - EMPLOYEE BENEFITS

SECTION 1 - Paid Holidays

The District recognizes Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day as paid holidays for teachers employed for the normal school year. Those teachers on a twelve-month contract will also be paid for the Fourth of July and one-half day each at Christmas Eve, New Year's Eve, and Good Friday.

SECTION 2 - Income Protection for Absence

(a) Each teacher is credited at the beginning of his individual contract period with two (2) income protection days for each month of such period for which he may receive his full salary when absent for reasons of:

- 1.) Personal illness of the employee.
- 2.) Death in the teacher's family, not to exceed three (3) income protection days for each such death. (The "family" is limited to father, mother, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, and any person whether related by blood or not to whom the teacher stood in the mutually acknowledged relation of parent or child.)
3. Attendance at funerals of non-family persons and local functions, not to exceed one (1) day,

with the advance approval of the immediate supervisor and only when adequate arrangements can be made to continue the educational program.

- 4.) Temporary medical disability as a result of pregnancy wherein the employee's physician certifies that the employee is medically incapable of performing her normal job function. A written estimate of the period of recovery, if it is expected to require five or more income protected absence days, will be provided by the employee's physician within one week following child delivery and/or other medical complication.
- 5.) Other emergency or catastrophe, not to exceed three (3) income protection days per year and only with the approval of the immediate supervisor.

(b) The unused income protection days may be accumulated to a maximum of 190 days. Teachers are to be informed when an income protection day is deducted. Teachers shall be given a report of accumulated income protection days each year.

(c) This benefit is intended to provide income protection only during the period of employment.

(d) A teacher shall notify his immediate supervisor

in the school in which he teaches no later than thirty minutes before his reporting time if he will not be reporting for duty that day.

(e) Absence under these provisions for reasons of sickness for five (5) consecutive days or more shall require a doctor's certificate identifying the illness, explaining why leave is needed and an estimate of how long the disability will continue.

(f) Chronic absence, which is defined as recurring absences without acceptable supporting documentation, shall be cause for forfeiture of pay.

(g) Absence from work caused by conviction of a felony shall be cause for dismissal.

(h) A teacher whose employment terminates and who may have used more income protection days than that earned on a two (2) income protection days per month or fraction-of-the-month basis during his period of actual employment, will have the salary for those excess days deducted from his last paycheck.

ARTICLE XI - DURATION

This Agreement supersedes all previous agreements between the parties and shall be binding upon the District and the Association and all teachers for whom the Association is collective bargaining agent. This Agreement shall be effective July 1, 1973, and shall remain in full force and effect through June 30, 1974. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

ARTICLE XII - SAVINGS CLAUSE

Nothing contained in this Agreement shall be construed in any way to be interfering with the obligation of the parties hereto to comply with any and all state and federal laws, or any rules, regulations, and orders pertaining to matters covered herein, and such compliance shall not constitute a breach of this Agreement. If any provision, or provisions, of this Agreement shall be held invalid by a court of record, the provision or provisions ruled invalid will be automatically reopened for negotiations at once.

The remainder of this Agreement shall not be otherwise affected.

ARTICLE XIII - WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. (All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control.) Nothing in this Agreement, however, shall prevent modification of this Agreement at any time by written mutual consent of the parties.

IN WITNESS WHEREOF, the Association and the District have caused this Agreement to be executed in their name by

their duly authorized representatives at Fond du Lac,
Wisconsin, on the day and year first written above.

MORAINÉ PARK VOCATIONAL,
TECHNICAL AND ADULT
EDUCATION DISTRICT

FACULTY ASSOCIATION OF
VOCATIONAL, TECHNICAL AND
ADULT EDUCATION DISTRICT 10

By: 
President

By: 
President

By: 
Secretary

By: 
Secretary

Date Signed: 6/8/73

ARTICLE XIV - SUPPLEMENTAL AGREEMENT

Made and entered into this first day of July, 1973, by and between Moraine Park Vocational, Technical and Adult Education District (hereinafter called "District") and represented by the Board of Moraine Park Vocational, Technical and Adult Education District, and the Faculty Association of Vocational, Technical and Adult Education District 10 (hereinafter called "Association").

The District and the Association have entered into a collective bargaining agreement (hereinafter called Principal Agreement) simultaneously with this Supplemental Agreement.

Notwithstanding any Agreement to the contrary set forth in the Principal Agreement, it is hereby expressly agreed and understood that any provisions set forth in said Principal Agreement which may not now be lawfully placed into effect shall become effective only at a time and in a manner permitted by law.

MORaine PARK VOCATIONAL,
TECHNICAL AND ADULT
EDUCATION DISTRICT

FACULTY ASSOCIATION OF
VOCATIONAL, TECHNICAL AND
ADULT EDUCATION DISTRICT 10

By: 
President

By: 
President

By: 
Secretary

By: 
Secretary

Date Signed: 6/8/73

(\$10,180 ... 250,400
 240 days reduced to 190 days)

ATTACHMENT NO. 1
1973-74 TEACHER SALARY SCHEDULE

<u>Index</u>	<u>BS or Equiv.</u>	<u>BS+6</u>	<u>BS+12</u>	<u>BS+18</u>	<u>BS+24</u>	<u>BS+30</u>	<u>MS</u>	<u>MS+6</u>	<u>MS+12</u>	<u>MS+18</u>	<u>MS+24</u>	<u>PhD</u>
0	8,060	8,258	8,456	8,654	8,851	9,049	9,247	9,445	9,643	9,841	10,039	10,237
1	8,376	8,574	8,772	8,970	9,168	9,366	9,564	9,762	9,960	10,158	10,356	10,554
2	8,693	8,891	9,089	9,287	9,485	9,683	9,881	10,079	10,276	10,474	10,672	10,870
3	9,010	9,208	9,406	9,604	9,801	9,999	10,197	10,395	10,593	10,791	10,989	11,187
4	9,326	9,524	9,722	9,920	10,118	10,316	10,514	10,712	10,910	11,108	11,306	11,504
5	9,643	9,841	10,039	10,237	10,435	10,633	10,831	11,029	11,226	11,424	11,622	11,820
6	9,960	10,158	10,356	10,554	10,751	10,949	11,147	11,345	11,543	11,741	11,939	12,137
7	10,276	10,474	10,672	10,870	11,068	11,266	11,464	11,662	11,860	12,058	12,256	12,454
8	10,593	10,791	10,989	11,187	11,385	11,583	11,781	11,979	12,176	12,374	12,572	12,770
9	10,910	11,108	11,306	11,504	11,701	11,899	12,097	12,295	12,493	12,691	12,889	13,087
10	11,226	11,424	11,622	11,820	12,018	12,216	12,414	12,612	12,810	13,008	13,206	13,404
11	11,543	11,741	11,939	12,137	12,335	12,533	12,731	12,929	13,126	13,324	13,522	13,720
12	11,860	12,058	12,256	12,454	12,651	12,849	13,047	13,245	13,443	13,641	13,839	14,037
13				12,770	12,968	13,166	13,364	13,562	13,760	13,958	14,156	14,354
14						13,483	13,681	13,879	14,076	14,274	14,472	14,670
15						13,483	13,681	14,195	14,393	14,591	14,789	14,987
16-20						13,703	13,901	14,415	14,613	14,811	15,009	15,207
21-25						13,923	14,121	14,635	14,833	15,031	15,229	15,427
25+						14,143	14,341	14,855	15,053	15,251	15,449	15,647

ATTACHMENT NO. 2
1973 - 74 TEACHER SALARY SCHEDULE

<u>Index</u>	<u>BS or Equiv.</u>	<u>BS+6</u>	<u>BS+12</u>	<u>BS+18</u>	<u>BS+24</u>	<u>BS+30</u>	<u>MS</u>	<u>MS+6</u>	<u>MS+12</u>	<u>MS+18</u>	<u>MS+24</u>	<u>PhD</u>
0	10,180	10,430	10,680	10,930	11,180	11,430	11,680	11,930	12,180	12,430	12,680	12,930
1	10,580	10,830	11,080	11,330	11,580	11,830	12,080	12,330	12,580	12,830	13,080	13,330
2	10,980	11,230	11,480	11,730	11,980	12,230	12,480	12,730	12,980	13,230	13,480	13,730
3	11,380	11,630	11,880	12,130	12,380	12,630	12,880	13,130	13,380	13,630	13,880	14,130
4	11,780	12,030	12,280	12,530	12,780	13,030	13,280	13,530	13,780	14,030	14,280	14,530
5	12,180	12,430	12,680	12,930	13,180	13,430	13,680	13,930	14,180	14,430	14,680	14,930
6	12,580	12,830	13,080	13,330	13,580	13,830	14,080	14,330	14,580	14,830	15,080	15,330
7	12,980	13,230	13,480	13,730	13,980	14,230	14,480	14,730	14,980	15,230	15,480	15,730
8	13,380	13,630	13,880	14,130	14,380	14,630	14,880	15,130	15,380	15,630	15,880	16,130
9	13,780	14,030	14,280	14,530	14,780	15,030	15,280	15,530	15,780	16,030	16,280	16,530
10	14,180	14,430	14,680	14,930	15,180	15,430	15,680	15,930	16,180	16,430	16,680	16,930
11	14,580	14,830	15,080	15,330	15,580	15,830	16,080	16,330	16,580	16,830	17,080	17,330
12	14,980	15,230	15,480	15,730	15,980	16,230	16,480	16,730	16,980	17,230	17,480	17,730
13				16,130	16,380	16,630	16,880	17,130	17,380	17,630	17,880	18,130
14					17,030	17,300	17,558	17,816	18,074	18,332	18,590	18,848
15					17,030	17,308	17,586	17,864	18,142	18,420	18,698	18,976
16-20						17,308	17,586	17,864	18,142	18,420	18,698	18,976
21-25						17,586	17,864	18,142	18,420	18,698	18,976	19,254
25+						17,864	18,142	18,420	18,698	18,976	19,254	19,532

ATTACHMENT NO. 3
 NORMAL SCHOOL YEAR CALENDAR 1973 - 74
 MORAINE PARK TECHNICAL INSTITUTE

FIRST SEMESTER		M	T	W	T	F	STUDENT CONTACT	CONTRACT	
1st Qtr. 1973	August		(14)	(15)	(16)	(17)	0	4	
		20	21	22	23	24	5	9	
	September	27	28	29	30	31	10	14	
		/ 3/	4	5	6	7	14	19	
		10	11	12	13	14	19	24	
		17	18	19	20	21	24	29	
		24	25	26	27	28	29	34	
	October	1	2	3	4	5	34	39	
		8	9	10	11	12	39	44	
		15	16	17	18	19	44	49	

	2nd Qtr.		22	23	24	25	26	49	54
			29	30	31				
		November				1	2	54	59
			5	6	7	8	9	59	64
12			13	14	15	16	64	69	
19			20	21	/22/	X	67	73	
26			27	28	29	30	72	78	
December		3	4	5	6	7	77	83	
		10	11	12	13	14	82	88	
		17	18	19	20	(21)	86	93	
		X	/25/	X	X	X	86	94	

		SECOND SEMESTER							
3rd Qtr.		January 1974	X	/ 1/	X	(3)	(4)	86	97
			7	8	9	10	11	91	102
	14		15	16	17	18	96	107	
	21		22	23	24	25	101	112	
	28		29	30	31				
	February					1	106	117	
		4	5	6	7	8	111	122	
		11	12	13	14	15	116	127	
		18	19	20	21	22	121	132	
		25	26	27	28				
	March					1	126	137	
		4	5	6	7	8	131	142	

	4th Qtr.		11	12	13	14	15	136	147
			18	19	20	21	22	141	152
25			26	27	28	29	146	157	
April			1	2	3	4	5	151	162
			8	9	10	11	X	155	166
		X	X	17	18	19	158	169	
May		22	23	24	25	26	163	174	
		29	30						
				1	2	3	168	179	
		6	7	8	9	10	173	184	
		13	14	15	(16)	(17)	176	189	

						176	190		

KEY
 () In-service Days
 / / Paid Holiday
 X Days Not Included in Contract
 □ Final Examination Days

	Teaching Days	Paid Holidays	In-service Days
1st Quarter	44	1	4
2nd Quarter	42	2	1
3rd Quarter	45	1	2
4th Quarter	45	1	2
	<u>176</u>	<u>5</u>	<u>9</u>

Individual Teacher Employment Contract

On the _____ day of _____, 19 _____, the MORaine PARK VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT hereinafter designated Board, by resolution, hereby contracts with _____ hereinafter designated Instructor, a professional educator legally certified by The State Board of Vocational, Technical and Adult Education, to perform services as a(n) _____ in the MORaine PARK VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT under direction of the Board and/or its qualified representative.

The terms of said contract will commence on the _____ day of _____, 19 _____, which includes _____ working days, including _____ teaching days and _____ paid holidays. The termination date of said contract is _____.

For such services rendered the said Board is to pay to said Instructor the sum of \$ _____ in _____ equal installments, less deductions required by state and federal law.

It is Further Agreed, that this contract is subject to all terms and conditions of the Collective Bargaining Agreement entered into by and between the Faculty Association of Vocational, Technical and Adult Education District 10 and said Board dated _____. This contract is also subject to all policies, rules or regulations of said Board now existing not inconsistent or in conflict with said collective bargaining agreement.

The school you report to for primary assignment is _____ base school.

This contract may be terminated before the end of the term by mutual agreement of both parties.

This contract is not valid unless returned on or before _____.

SPECIAL PROVISIONS:

Dated this _____ day of _____, 19 _____.

BOARD OF MORaine PARK VOCATIONAL,
TECHNICAL AND ADULT EDUCATION DISTRICT

I hereby accept the provisions as set forth in this contract.

President

Instructor

Birthdate of Instructor _____
Month Day Year

Schedule Placement _____

FORM FOR FILING GRIEVANCE

Date _____

Aggrieved Person _____

Base School _____

Person Submitting This Report, if Other Than the Aggrieved Person _____

Grievance Filed With _____

Date Facts Became Known _____

Article _____ Section _____ Paragraph _____ Allegedly Violated

What Previous Action Has Been Taken to Resolve the Problem?

Grievant Explanation of Alleged Violation:

Relief Requested:

Copies of this Report Sent to the Following:

Attachment No. 6

FORM FOR ANSWERING ALLEGED GRIEVANCE

Date _____

Name of Person Answering Grievance _____

Name of Grievant _____

Name of Person Filing Grievance, if Other Than Grievant _____

Copies Sent To:

Answer to Grievant: