

OCT 09 1986

STATE OF WISCONSIN  
BEFORE THE MEDIATOR/ARBITRATOR

EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the	:	
Mediation/Arbitration Between	:	Case 14
	:	No. 36005 Med/Arb-3643
SHULLSBURG EDUCATION ASSOCIATION	:	Decision No. 23429-A
	:	
and	:	Sharon K. Imes
	:	Mediator/Arbitrator
SHULLSBURG SCHOOL DISTRICT	:	
	:	

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APPEARANCES:

Paul R. Bierbrauer, Executive Director, South West Teachers United, appearing on behalf of the Shullsburg Education Association.

Johnson, Kranz and McDaniel, by Charles A. Kranz, appearing on behalf of the Shullsburg School District.

ARBITRATION HEARING BACKGROUND AND JURISDICTION:

On April 17, 1986, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator under Section 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse identified above. Upon petition by five citizens of the District, a public hearing was held on May 22, 1986. Following, pursuant to statutory requirement, mediation proceedings between the Shullsburg Education Association, hereinafter referred to as the Association, and the Shullsburg School District, hereinafter referred to as the District or the Employer, were conducted on June 9, 1986. Mediation failed to resolve the impasse and the parties proceeded immediately to arbitration. During the hearing, the parties were given full opportunity to present relevant evidence and make oral argument. Subsequently, briefs and a reply brief were filed with the arbitrator, the last of which was received July 14th.

THE FINAL OFFERS:

The remaining issues at impasse between the parties concern salary schedule, extra duty pay and health insurance premiums. The final offers of the parties are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

Since no voluntary impasse procedure regarding the above-identified impasse was agreed upon between the parties, the undersigned, under the Municipal Employment Relations Act, is required to choose the entire final offer on the unresolved issues of one of the parties after giving consideration to the criteria identified in Section 111.70(4)(cm)7, Wis. Stats.

POSITIONS OF THE PARTIES:

Primarily the District relies upon the interest and welfare of the public criterion as support for its position. The District urges its position citing the financial inability of its taxpayers to support an increase in tax burden. It argues it is disproportionately dependent upon income from agriculture and that the agricultural economy is suffering an economic downturn. Citing an increase in real estate tax delinquencies, the financial condition of the Federal Land Bank, as well as its increase in foreclosure activity, the financial condition of the Production Credit Association and the reduction in dairy and grain prices which affects farming income, the District posits these factors demand a moderate increase in salaries for teachers.

As further support for its position, the District cites the settlement between the County and its courthouse employees and the wage determination at the McCoy Group, the largest employer in the area. Stating the McCoy Group

experienced a wage decrease in 1985 and anticipates no wage increase in 1986 and the County settled at 5.299% for 1985, the District argues its offer exceeds both wage determinations. Adding that unemployment has increased in the area and that the cost-of-living as measured by the CPI shows an increase of only 1.5%, the District continues that its offer not only provides for the minimal inflation which exists but gives the teachers "a meaningful increase in purchasing power...."

Positing the parties do not agree upon the comparables, the District urges rejection of the Association's proposed comparables declaring neither statewide comparisons nor the inclusion of CESA #3 provides for comparisons which reflect local economic conditions. In contrast, the District posits Belmont, Benton, Black Hawk and Southwestern should comprise the comparable districts since they are geographically near the District, since they are almost entirely within Lafayette County, the county within which the District lies and since they are similar in costs per pupil and in the amount of state aid received. Noting three of the four districts are within the athletic conference and the four was only recently removed from the conference, the District continues that the remaining districts within the conference should not be considered comparable since they do not reside in Lafayette County and since they do not reflect similar economic conditions. In support of its position, the District compares the per capita income between Lafayette County and the other two counties within which the remaining conference districts reside and argues that it is also more dependent upon the agricultural economy than is either of the other two counties.

Making benchmark comparisons between the final offers and the settlements reached in its proposed comparables, the District concludes the Association's offer exceeds the average dollar increase at each benchmark while its offer more closely maintains its relative position among the districts. Continuing that since the Association does not "show a compelling need to improve the relative positions nor to greatly exceed the average increases", the District argues there is no reason to find the Association's offer reasonable on the basis of comparability.

Noting the Association's proposes the District pay a percentage of the health insurance premiums, the District posits the the proposal represents a change from dollars to percentage amount and would result in the District having "no ability to control its health insurance costs." Declaring that use of dollar amounts provides an incentive to bargain in the event premiums become volatile, the District contends a change to a percentage would eliminate the incentive to bargain. The District states the Association's reason for proposing this change was that in some prior years premium increases occurred in mid-contract year but charges that reason is no longer valid since it has been successful in changing the insurance anniversary date to coincide with the contract year. The District continues that comparisons with the other districts also do not support a change to percentages and concludes that since the Association has not carried the burden of showing a compelling need for change, there is no reason to find its proposal reasonable.

Finally, the District urges rejection of the Association's proposal to increase extra curricular pay by 7.5% and to create a new Marching Band position. Stating its offer maintains the previous year's positions and rate of pay, the District posits there is no need for change. Addressing the Association's proposal to create a new extra-curricular position, the District states there is "little evidence...to support either a conclusion that marching band is not a normal component of a band director's teaching duties...nor... that any other district except Benton...makes an extra payment for marching band." The District adds that by compensating the director for "band" in the extra-duty schedule, it is already compensating the director for the duties which he performs. In regard to the increase in extra-curricular pay, the District posits the comparisons are inconclusive since it is "apparent each district has developed a unique plan to accommodate their respective needs and desires."

The Association, declaring minor differences between the parties' selections of comparables, asserts both parties have set forth the Black Hawk Athletic Conference as the appropriate set of comparables. It adds the District has also proposed the inclusion of the Black Hawk School District and the Southwestern Community School District, but urges rejection of them stating they should not be included since the Black Hawk District is in the midst of a two year agreement and since the Southwestern Community School District is a

larger school district than the remaining districts which are considered comparable. Continuing that the parties also disagree on the inclusion of CESA #3, the Association asserts it is proper to use the CESA as a comparable since it is a political subdivision tied to the school districts within its region and since it is also a public employer who employs represented certified professional staff. As further support for this position, the Association cites a previous arbitration decision wherein it was concluded the districts served by the CESA are proper comparisons for salary considerations in CESAs.

The Association maintains the salary dispute is the primary and most important issue in dispute between the parties. Urging consideration of the benchmark analyses, rank and historical position, instant increases among the comparables and a comparison with statewide averages, the Association argues such comparisons will support its offer. Before addressing these comparisons, however, the Association addressed the District's argument relevant to the interest and welfare of the public and its ability to pay the cost of either offer.

The Association notes that although the District indicated it was not pleading inability to pay, it, nonetheless, asserts it has insufficient funds budgeted for the Association's offer. Continuing, the Association declares that even though insufficient funds were budgeted for its offer, the District does have sufficient funds to pay the increases which would occur under its offer. Stating it has demonstrated the actual cost of its proposal to be \$623,192.50 and that the District's exhibit referring to the school budget lists the costs of instructional salaries as \$640,800.95, the Association concludes this amount is not only enough to pay its salary proposal but is sufficient to pay the extra benefit costs as well.

Also addressing the District's interest and welfare of the public position, the Association maintains a balance must be struck between the cost of public services and the quality of those services as they affect the standard of living of the citizens in the community. Citing arbitrators who have supported this position and stating that the District has not set forth evidence which would establish the economic conditions in Shullsburg are unique to conditions in the comparable districts, the Association asserts it is seeking no more than that which has been achieved voluntarily in the comparable communities where the economic conditions are similar.

The Association urges rejection of the District's proposal concerning wage increases asserting no other employer has provided such a low benchmark increase or has frozen any increments which would make the increase even less comparable. Continuing, the Association posits the District's offer works a hardship upon the teachers since it does not approach the average benchmark increase established by the comparables and works a hardship upon the District and the community since it will not be able to retain or hire teachers as a result of its low salary. Finally, the Association states there is no evidence that a situation has developed in Shullsburg which supports the District's offer in the form it is presented.

Specifically addressing the District's proposal to freeze increments, the Association declares interest arbitration is "poorly suited to handling the myriad of problems" which can arise with an increment freeze and concludes it should not be done unless the parties have "carefully work(ed) out the impact of such a decision" in negotiations. In support of its position, it cites several arbitrators whom it maintains have "strongly resisted imposing increment freezes when put into final offers by union or management." The Association further objects to the increment freeze stating the District has offered no incentive to even make the freeze more palatable.

Analyzing the offers in a benchmark comparison with the comparables, the Association declares its offer is more reasonable. Maintaining rank is "the first critical measurement", the Association posits its offer maintains rank at five benchmark positions and improves rank by one step in two benchmark positions while the District's offer decreases rank, at times significantly, in all benchmark positions except one where the District has historically remained last. It continues that the increment freeze, added to the loss in rank, changes the District's offer "from inadequate to abominable."

Declaring a second measurement is the comparison of benchmark percent and dollar increases among the comparables, the Association posits this comparison shows the District's offer is below the comparable group average at every

benchmark both in dollars and in percent increase and that the "'dollars behind' grow larger as one progresses horizontally and vertically through the salary schedule."

Stating it also proposes a change in the horizontal and vertical increment values, the Association declares there is need to improve the ratio in this District citing comparisons which show it has one of the smallest differentials. It maintains there is need to increase the horizontal increment since that increment establishes the BA-MA base differential and the graduate degree is devalued when the ratio shrinks in comparison to the increased value of the BA base. It adds there is also need to improve the vertical increment since a comparison of vertical increments indicates there are few lower than that offered by the District.

The Association urges rejection of the District's position regarding extra curricular pay stating it is the only District in the conference which offers no increase in its extra-duty pay. Adding that while it is hard to compare the actual pay increases among the comparable districts since there is no single dollar value upon which to apply the index value, the Association continues it is noted the increases are reflected as a percentage of some base and that the Association's proposal of 7.5% is more reasonable than the District's.

In regard to its health insurance proposal, the Association asserts it is a question of "pure comparison." Noting all the comparable districts pay the full cost of the premium, the Association argues its proposal which calls for the District to pay 90% of the family policy premium and 100% of the single policy premium is very reasonable.

Addressing the District's costing of the proposals, the Association argues the parties differ over the dollar amount which constituted the District's previous costs so a percentage is difficult to determine and whatever percentage is used is unreliable. Consequently, it posits "a total cost percentage increase is difficult, if not impossible, to put to a comparison and far less significant than other comparisons...."

In reply to the Association's charge that there are sufficient funds available to pay the cost of its proposal, the District charges the Association's budget figure used to support its dollar increase is erroneous. The District asserts the actual figure budgeted is \$598,300.59, a figure far less than the amount the Association calculates as the cost of its proposal.

#### DISCUSSION:

After reviewing the evidence and arguments submitted by the parties it is determined the Association's offer is the more reasonable, even though the arbitrator would like to order a salary schedule which falls between that proposed by the District and that proposed by the Association, an option which is not available. In reaching this decision, it was determined the most important issue in dispute between the parties was that of the salary schedule.

In recent arbitration cases, most employers in non-urbanized areas have argued the financial ability of their taxpayers is such that they are unable to assume increased tax burdens. In order to determine whether or not the argument demands primary consideration under the interest and welfare of the public criterion, it must be determined that the financial well-being of employer making such an argument is different than that of the group which is considered comparable. In this instance, the District has made a similar argument, therefore it must be determined whether or not this District's financial situation is different from those districts which are considered comparable.

In regard to the comparables, the District has argued that only those districts which have similar costs per pupil and aid per pupil should be considered comparable. This argument was rejected since costs per pupil reflect the total cost of operating a district, not just the cost of teaching staff, and the aid per pupil figure is determined by a state formula which is intended to equalize, throughout the state, the burden placed upon taxpayers. A more appropriate method of determining comparability is to select districts which are affected by similar social, economic and political factors. Generally, athletic conferences are selected, not only because they are proposed by one of the two parties, but because they meet many of the demographic criteria which subjects them to similar social, economic and

political factors. Arbitrators also tend to use comparables which have been previously used either by the parties in dispute or by parties who have considered these parties as comparable. In this instance, since no evidence was submitted which establishes previous comparables, it was determined the comparables should consist of the following districts: Belmont, Benton, Black Hawk, Southwestern, Bloomington, Cassville, Highland, Potosi and West Grant. These districts are not only similar in size both as to full time equivalencies and numbers of students but they are all within the same geographical location, have no immediate urbanized area which significantly impacts upon them and are located within counties which are similar even though each county may slightly vary its dependence upon the production of certain commodities. In making the actual comparisons, however, Benton and Potosi were excluded from the comparables since insufficient information was available regarding them.

The Association also argued for the inclusion of CESA #3. It is decided this is not an appropriate comparable since it is not subjected to the same political, social and economic considerations school districts must face.

In arguing the interest and welfare of the public is best served by selection of the District's offer, the District submitted evidence regarding depressed economic conditions within the area. Among the evidence submitted was data concerning the financial strength of the local bank, the Federal Land Bank, and the Production Credit Association, an increase in foreclosures on the part of the Federal Land Bank, an increase in tax delinquencies, depressed commodity prices, and a per capita income comparison which shows Lafayette County, the county within which this District lies has the lowest per capita income of the three counties within which the comparables lie. The District also submitted evidence to show the majority of its tax base is rural. In submitting this data, however, the District did not show that its economic base has changed significantly or that it is significantly different than those districts which are considered comparable.

Although the evidence submitted by the District does indicate the farm economy is experiencing financial stress, nothing in the evidence submitted showed a correlation between this factor and the specific ability of the District to implement either final offer. A comparison of those districts which lie within the same county and are subjected to the same economic circumstances as this District indicates voluntary settlements are possible and sets a pattern regarding the extent to which increases are possible given the economic conditions within the county. Further, although this District, like the comparable districts, is experiencing some financial stress because some of its taxpayers are farmers, there is no indication that the area's tax burden will increase as a result of the selection of either final offer. In addition, the amount of aid received by the District, together with the cost per pupil figure for the district, indicates this District's tax burden is less than the burden which exists in comparable districts.

As stated earlier, state aid is based upon an equalization formula. Under the formula, the greater a tax burden placed upon a district, the greater the state aid for that district. Consequently, when a district receives less aid than those which are considered comparable, it must be concluded the tax burden placed upon those taxpayers is less than the burden placed upon taxpayers in the comparable districts. Further, a review of the costs per pupil among the comparable districts indicates this District's costs were the lowest among the comparables in 1984-85, which indicates the District conscientiously works to keep school costs and, consequently, tax burden down. Given these facts, then, it cannot be concluded the selection of either offer will have any greater impact upon this District than has the voluntary settlements arrived at among the comparable districts, thus, the interest and welfare criterion is not the most important criterion in determining the reasonableness of the offers.

One final comment should be made in regard to the District's position regarding its ability to implement either offer. Substantial discussion occurred between the parties regarding whether or not the District would be able to fund the Association's offer should it be found more reasonable. While it is clear the District did not budget to fund the Association's offer, that in itself is not reason to find inability to pay. If arbitrators were to find a district unable to pay the cost of a wage proposal simply based upon the fact that it was not budgeted, there would seldom be a time when other criteria would be considered in establishing the reasonableness of the offers since most offers in arbitration affect contracts for which budgets have already been adopted and not contracts which are still to be budgeted. In this case, the

contract at issue is for the 1985-86 school year and not only has the 1985-86 budget been adopted and the tax rate been levied, but it is highly likely the 1986-87 budget has already been adopted and that tax rate also set.

To prove the reasonableness of their offers, both parties relied upon benchmark comparisons. The arbitrator not only considered the benchmark comparisons but also recognized the impact of a wage freeze upon these comparisons. When these two factors are analyzed, it is determined the Association's offer, although likely to be slightly higher than the settlements among the comparable districts is more comparable than the District's offer and therefore must be found more reasonable.

Benchmark comparisons are made in two ways: how the parties' proposals affect the relative position which has been maintained among the comparable districts and how the increases at selected benchmarks compare to increases received by other teachers in comparable districts. On both counts, the Association's proposal more closely approximates the agreements reached among the comparables. On the following page is a comparison of the final offers with the benchmark averages established by the comparables. When the offers are compared to the positions which were maintained in 1983-84 and 1984-85, it is noted that in 1984-85, the parties reached agreement which caused some deterioration in position at three of the benchmarks, maintained position in one benchmark and slightly improved position in three benchmarks. In 1985-86, the District's offer not only causes further deterioration in the three benchmarks where deterioration occurred in 1984-85 but causes significant deterioration in position at the remaining benchmarks. In all instances, the District's offer provides less compensation compared to the average than it did not only in 1984-85 but than it did in 1983-84. Without demonstrating the need for modifying the schedule in such a manner or a finding by the arbitrator that the Association's offer is highly unreasonable, it is hard to justify an offer which would cause such deterioration. In this instance, the Association's offer, while causing some improvement in position, closely maintains the position it held in 1983-84 with only significant improvement at three of the benchmark positions. The Association's offer is not perfect, however. It is difficult to find the Association's improvement at the MA Maximum and Schedule Maximum positions reasonable given the fact that these positions already pay well, however, the District's offer causes such significant deterioration in the other benchmarks that it cannot be concluded the District's offer is more reasonable.

Further, when the dollar and percentage increases at the seven benchmark positions within the salary schedule are considered, it is determined that not only does the Association's offer more closely approximate the position it has previously maintained but that the average dollar and percent increases more closely approximate the average and mean dollar and percent increases established by the comparables. A look at the graph on page 8 shows that although the Association's offer is slightly higher than the average and mean dollar and percent increases among the comparables, the offer is clearly within the percentage and dollar increases considered reasonable among the comparables. The District's offer, on the other hand, is not only less than the average and mean dollar or percent increases but is even less than the range which is considered reasonable by those who reached voluntary settlements. This fact, together with the fact that other teachers in comparable districts will not only receive an increase similar to that reflected in the benchmark increases but a step increase as well causes the District's offer at \$750 per cell and a freeze in step movement to be far less than the increase which was granted teachers in comparable districts. Again, without demonstrating a need for such a significant variation from the settlements which were reached voluntarily among the comparables, such deviation should not be imposed through arbitration but agreed upon by the parties in negotiations.

In regard to the cost-of-living criterion, it is determined the District's offer is reasonable, particularly when compared to the increase in the cost-of-living as reflected by the Consumer Price Index. Although the data submitted by the District was for 1986 and not 1985, generally the increases in the CPI in both years are far less than either party's offer. The parties did not submit any data regarding total package percentage increases among the comparables so it is difficult to determine whether or not the total package percentage increase sought by either party is reasonable compared to the pattern set by the comparable districts. It is noted, however, that since the comparable districts have approximately the same number of full time

COMPARISON OF THE FINAL OFFERS TO THE BENCHMARK AVERAGES

	BA Minimum	BA Step 7	BA Maximum	MA Minimum	MA Step 10	MA Maximum	Schedule Maximum
83-84 Average	12,902	15,543	17,576	14,088	18,004	19,610	20,111
District Salary	13,050	15,600	16,025	14,150	17,925	20,525	22,295
\$ Difference	+ 148	+ 57	- 1,551	+ 62	- 79	+ 915	+ 2,184
% Difference	+ 1.1	+ 0.4	- 8.8	+ 0.4	- 0.4	+ 4.7	+ 10.9
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84-85 Average	13,422	16,070	18,350	14,718	18,690	20,435	21,002
District Salary	13,500	16,200	16,650	14,600	18,650	21,350	23,850
\$ Difference	+ 79	+ 130	- 1,700	- 118	- 40	+ 915	+ 2,848
% Difference	+ 0.6	+ 0.8	- 9.3	- 0.8	- 0.2	+ 4.5	+ 13.6
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85-86 Average	14,391	17,250	19,591	15,920	20,223	22,037	22,673
District Offer	14,250	16,950	17,400	15,350	19,400	22,100	24,600
\$ Difference	- 141	- 300	- 2,191	- 570	- 823	+ 63	+ 1,927
% Difference	- 1.0	- 1.7	- 11.2	- 3.6	- 4.1	+ 0.3	+ 8.5
Assn. Offer	14,525	17,465	17,955	15,925	20,335	23,275	25,935
\$ Difference	+ 134	+ 85	- 1,636	+ 5	+ 112	+ 1,238	+ 3,262
% Difference	+ 0.9	+ 1.2	- 8.4	+ 0.03	+ 0.6	+ 5.6	+ 14.9

COMPARISON OF FINAL OFFERS TO DOLLAR AND PERCENT INCREASES  
PER CELL AMONG THE COMPARABLES

	<u>BA Minimum</u>	<u>BA Step 7*</u>	<u>BA Maximum</u>	<u>MA Minimum</u>	<u>MA Step 10*</u>	<u>MA Maximum</u>	<u>Schedule Maximum</u>
Dollar Range	850-1,100	925-1,260	925-1,440	850-1,595	1,156-1,730	1,326-2,225	1,360-2,375
Dollar Average	969	1,180	1,241	1,202	1,533	1,603	1,671
Dollar Mean	1,000	1,140-1,150	1,250	1,120	1,440-1,533	1,560	
District Offer	750	750	750	750	750	750	750
Assn. Offer	1,025	1,265	1,305	1,325	1,685	1,925	2,085
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Percent Range	6.2-8.3	5.7-9.7	5.0-8.4	6.0-11.3	6.0-10.8	6.0-11.2	6.2-11.5
Percent Average	7.2	7.3	6.8	8.2	8.2	7.9	8.0
Percent Mean	7.5	7.1-7.2	6.5	7.7	7.3-8.0	7.8	7.8
District Offer	5.6	4.6	4.5	5.1	4.0	3.5	3.1
Assn. Offer	7.6	7.8	7.3	9.1	9.0	8.3	8.7

\*Only six comparables were used in determining the average and mean at BA/Step 7 and MA/Step 10 since information was not available for the Black Hawk School District in these categories.



equivalencies and have provided benchmark increases similar to those sought by the Association, it is likely the total package increases are similar to that sought by the Association.

In addition to the wage issue, the parties differ over a health insurance provision and extra-curricular pay. In both cases, the Association seeks changes, while the District proposes no change. In regard to the health insurance issue, it is determined the District's position is the more reasonable one since it is undisputed that the District has corrected the problem stated as a reason for seeking change and since the Association seeks to change the method of compensation which has previously existed without demonstrating a compelling need. In regard to the extra-curricular issue, it is determined the Association's position is more reasonable regarding the increase in compensation. A review of the extra-curricular schedules among the comparables indicates a majority of the comparables compensate these duties through a percentage of some base which exists within the salary schedule itself, thus when the schedule increases, the extra-curricular pay also increases. The Association, also proposes to add another position to the extra-duty schedule, that of marching band. In this respect, the District's position is more reasonable. Although the Association did show the band director has a number of duties associated with marching band, the evidence is not sufficient to persuade the arbitrator that a new position should be created through arbitration. Since neither of these issues is significant enough to outweigh the finding on the wage issue, it is concluded the Association's position is more reasonable, since it is more reasonable on the wage issue.

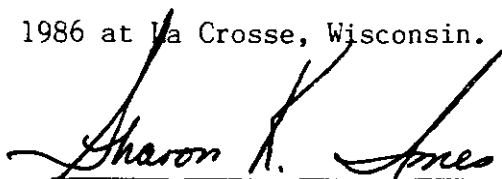
Of primary consideration in finding the Association's offer more reasonable is the District's effort to freeze the teachers' positions on the salary schedule. If the District's offer were implemented, the compensation received by the teachers in this District would be significantly less than compensation received by teachers in any of the comparable districts. Since the District was unable to demonstrate that its financial condition was any different than that of the comparable districts, there is no justification for deviating from the comparables to the extent that the District proposes.

The following award is based upon review of the evidence and arguments presented and upon the relevancy of the data to the statutory criteria as stated in the above discussion.

AWARD

The final offer of the Association, attached as Appendix "A", together with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor agreement which remained unchanged during the course of bargaining, shall be incorporated into the 1985-86 collective bargaining agreement as required by statute.

Dated this 7th day of October, 1986 at Wa Crosse, Wisconsin.

  
Sharon K. Imes  
Mediator/Arbitrator

SKI:ms

APPENDIX "A"

Name of Case: Shullsburg School District  
dated/306-3043

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

5/7/86  
(Date)

Paul J. ...  
(Representative)

On Behalf of: Shullsburg Education Association

*R*

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In the Matter of Mediation/Arbitration :  
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between :  
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Shullsburg Education Association : WERC Case 14  
 : No. 36005  
 : MED/ARB-3643  
and :  
 :  
Shullsburg School District :  
 :  
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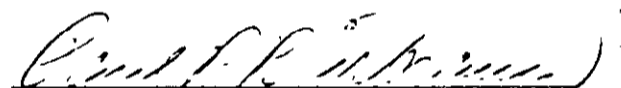
FINAL OFFER OF THE  
SHULLSBURG EDUCATION ASSOCIATION

Submitted by:  
Paul R. Bierbrauer  
South West Teachers United  
Route 1 - Box F  
Livingston, WI 53554

~~January 29~~, 1986  
*March 7*

FINAL OFFER  
SHULLSBURG EDUCATION ASSOCIATION

The attached Final Offer of the Shullsburg Education Association, the Stipulations, and those portions of the 1984-85 agreement that have not been modified by these negotiations shall constitute the 1985-86 agreement between the parties.

  
For the Association

*Handwritten initials and date: 8/21/86*

Preamble

This document describes those agreements negotiated by the Shullsburg Education Association and the Board of Education of the School District of Shullsburg, Wisconsin. This Agreement is entered into with respect to wages, hours and conditions of employment under provisions of Wisconsin Statutes 111.70 for a period of July 1, 1985 to June 30, 1988.

The Board and the Association recognize that the development and operation of the highest quality education program within reasonable costs should be our goal. The Board welcomes and solicits suggestions from the Association and an. members of the teaching staff which will further these goals.

It is further recognized that teaching is a profession, and the quality of the educational program is dependent upon the quality of the teaching service and its continuity.

The Board and Association agree to negotiate salary matters, insurance matters, and calendar for the 1986-1987 and 1987-1988 school years. Additional items may be negotiated upon mutual consent in writing of both parties.

8/1/86

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- C. It is agreed by and between the Board and the Association that the District shall pay to the Wisconsin Retirement Fund five percent (5%) of the earnings of each participating teacher. Effective January 1, 1986, the District shall pay to the Wisconsin Retirement Fund six percent (6%) of the earnings of each participating teacher.
  
- D. The Board shall pay ninety percent (90%) per month of the family plan premium and one hundred percent (100%) per month of the single plan premium for Health and Hospital insurance.



APPENDIX B

EXTRA BENEFIT SCHEDULE

*QPB  
3/7/86*

CLASS I		ATHLETICS	
1.	Athletic Director		\$635.59
2.	Head Football		\$1,016.95
3.	Assistant Football		\$444.92
4.	Head Boys Basketball		\$1,271.19
5.	Assistant Boys Basketball		\$635.59
6.	Head Girls Basketball		\$1,271.19
7.	Assistant Girls Basketball		\$635.59
8.	Head Elementary Boys Basketball		\$693.38
9.	Head Elementary Girls Basketball		\$693.38
10.	Girls Volleyball		\$635.59
11.	Head Boys Track		\$531.59
12.	Head Girls Track		\$531.59
13.	Spring Baseball		\$496.92
CLASS II		CHEERLEADING	
14.	Senior High		\$231.12
15.	Junior High		\$80.87
CLASS III		CLUBS	
16.	FHA		\$127.12
17.	Feb Club		\$69.34
18.	FFA		\$317.79
CLASS IV		PUBLICATIONS	
19.	Yearbook		\$483.75
20.	Newspaper		\$190.68
CLASS V		DRAMA/FORENSICS	
21.	Full-length Play		\$317.79
22.	WHSFA Contest Play	Per Level of Performance -	\$92.45
23.	Head Forensics		\$302.79
24.	Assistant Forensics		\$219.57
CLASS VI		MUSIC	
25.	Vocal		\$346.69
26.	Band		\$508.48
27.	Marching Band		\$282.73
CLASS VII		SCHOOL SERVICE ORGANIZATIONS	
28.	All organizations must be approved by High School principal or Elementary Principal according to areas of service rendered. Function of school service organizations will be evaluated each year.		\$69.34



APPENDIX B  
(CONTINUED)

*PPB  
5/19/06*

CLASS VIII SPECIAL

1.	Driver s Education	\$7.80 / Hour
2.	Bus Chaparone	\$14.16 / Event
3.	Concessions Manager	\$20.46 / Event
4.	Game Workers	
5.	Supervision	\$9.54 / Event
6.	Ticket Sellers	\$9.54 / Event
7.	Ticket Takers	\$9.54 / Event
8.	Scorekeeper	\$9.54 / Event
9.	Timekeeper	\$9.54 / Event
10.	T.V. Camera Operator	\$9.54 / Event
11.	Junior Prom	\$67.56
12.	Pom-Pom Squad	\$254.24
13.	Pre-Season Football (limit of 2 weeks)	\$67.56 / Week
14.	Hourly Rate	\$7.80

APPENDIX "B"

Name of Case: Shullsburg School District  
Mob/286-3643

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

12:15 AM  
3/7/86  
(Date)

Charles Gensler, Pres  
(Representative)

On Behalf of: Shullsburg School District

The attached Final Offer includes the stipulations, those portions of the 1984-85 Agreement that have not been modified, & the portions underlined which are Bond proposals & shall constitute the 1985-86 Agreement between the parties.

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**Preamble**

This document describes those agreements negotiated by the Shullsburg Education Association and the Board of Education of the School District of Shullsburg, Wisconsin. This Agreement is entered into with respect to wages, hours and conditions of employment under provisions of Wisconsin Statutes 111.70 for a period of July 1, 1985 to June 30, 1988.

The Board and the Association recognize that the development and operation of the highest quality educational program within reasonable costs should be our goal. The Board welcomes and solicits suggestions from the Association and any members of the teaching staff which will further these goals.

It is further recognized that teaching is a profession, and the quality of the educational program is dependent upon the quality of the teaching service and its continuity.

The Board and Association agree to negotiate salary matters and insurance matters for the 1986-1988 school years. Additional items may be negotiated upon mutual consent in writing of both parties.

**DEFINITIONS**

"Agreement Duration" means the span of time during which the Agreement is in effect.

A. As used in this Agreement:

1. "Agreement" means the written and signed document reached as a result of collective bargaining;
2. "Administration" means supervisors employed by the Board;
3. "Association" means the Shullsburg Education Association (S.E.A.);
4. "Board" means the Board of Education of the School District of Shullsburg;
5. "Days" means contract days except when otherwise indicated in this Agreement;
6. "District" means the municipal employer known as the School District of Shullsburg;
7. "District Seniority by Classification List" means status based on length of continuous service within a given group;
8. "Teacher" means a person who is a member of the bargaining unit as defined in Section A, Article I of this Agreement;
9. "Immediate Supervisor" means the supervisor to whom the teacher directly reports;
10. "Student Day" means a day, or portion of a day during which students are in attendance;
11. "School Term" means the period of time teachers are contracted to be in attendance in the schools of the District, other than for the operation of summer classes;
12. "Fiscal Year" means the time commencing with July 1 and ending with the succeeding June 30;
13. "Teacher Day" means the daily span of time during which the teacher is required to be on duty for the District;
14. "Parties to the Agreement" means the District and the Association;
15. "School Year" means the time commencing with July 1 and ending with the succeeding June 30;
16. "Teacher/Administrator" means a person whose duties are shared between teaching and Administration.

## SECTION A

### RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION AND THE SCHOOL BOARD

#### SECTION A, ARTICLE I - RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining agent for all regular full-time and regular part-time certified professional personnel in teaching, but excluding the following:

1. per diem substitute teachers;
2. non-certified personnel;
3. any employee defined by Wisconsin Statutes 111.70 as administrative and/or supervisory;
4. Cooperative Educational Service Agency (CESA) personnel;
5. Teacher/Administrator

#### SECTION A, ARTICLE II - BOARD RIGHTS

A. Except as specifically modified by this Agreement, the Board retains without limitations all authority, rights and powers vested in it by all laws, rules and regulations of the State of Wisconsin. The exercise of these authorities, rights and powers shall not be subject to the grievance procedure.

#### SECTION A, ARTICLE III - ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use school buildings for organizational meetings and activities directly related to the Association's responsibilities and functions as the exclusive collective bargaining representative, at reasonable hours and locations, and provided that such use does not interfere with school functions or activities, or previously scheduled community activities, and provided that the Association makes prior arrangements for use of school buildings with the District Administration.
- B. The Association and its representatives shall not be denied access to school property for the purpose of engaging in organizational activities directly related to the Association's responsibilities and functions as the exclusive collective bargaining representative, provided that such access and activities do not interfere with school functions or activities or previously-scheduled community activities. Association representatives outside the employ of the District shall be required to notify the administration of their presence and purpose in the building.
- C. Employees who are Association representatives shall be permitted to use school facilities and equipment (including typewriters, mimeographing machines and other duplication equipment) for organizational purposes related to the Association's responsibilities and functions as the exclusive collective bargaining representative, at reasonable times and with prior notice to the Administration, provided that such equipment is not otherwise in use and that such use by the Association representatives does not interfere with school functions or activities or previously-scheduled community activities.
- D. The Association shall have the right to use the District mail service, teacher mail boxes and teacher bulletin boards to communicate with bargaining unit members regarding activities and matters related to the Association's responsibilities and functions as the exclusive collective bargaining representative. District mail service does not denote the U.S. Postal Service.
- E. Association members or representatives may examine and copy public records in the manner permitted by law.
- F. At the beginning of every school year, the Association shall be credited with a total of three (3) days to be used by teachers who are officers or representatives of the Association, such use, with pay, to be at the discretion of the Association. It is understood that the Association will assume the cost of the substitute teacher. The Association will request the use of said days no less than twenty-four (24) hours prior to the commencement of such leave.

6. In the event the problems relating to the Association are not resolved at the highest Administrative level, then the Association may place its concern before the Board provided the Administration is notified forty-eight (48) hours prior to said regular meeting.

#### SECTION A, ARTICLE IV - TEACHER RIGHTS

- A. The District recognizes the teachers full rights of citizenship and no religious or political affiliations of any teacher or the lack thereof nor the personal life of a teacher shall be grounds for any discipline or discrimination.
- B. A teacher who is required by court action to appear for legal proceedings before any judicial or quasi-judicial or administrative tribunal including but not limited to: jury duty, arbitration, negotiation or mediation shall not lose compensation. This is not meant to include personal litigation.
- C. If a teacher in the application of progressive discipline is to be warned or reprimanded on matters which could adversely affect the wages, hours or conditions of employment, he/she will be entitled to have a representative of the Association present.
- D. All rules and regulations governing the teacher's wages, hours and conditions of employment shall be interpreted and applied uniformly throughout the District.
- E. Nothing herein may be interpreted to limit all other rights that the teachers have under the applicable laws, regulations and decisions of the State of Wisconsin and the United States.

#### SECTION A, ARTICLE V - FAIR SHARE AGREEMENT

The District agrees that effective thirty (30) days after the date of initial employment or thirty (30) days after the opening of school, it will deduct the fair share costs of the collective bargaining process and contract administration from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, as certified by the Association and pay said amount to the treasurer of the Association on or before the end of the month in which such deduction was made.

Any employee covered by this Agreement, who was not a member of the Association during the previous school year, shall not be required to pay his/her share. Once such an employee becomes a member of the Association, the employee shall begin to pay their fair share.

The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which allows those employees to challenge the fair share amount certified by the Association as the cost of representation and receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Association pursuant to this section.

The Shullsburg Education Association does hereby indemnify and shall save the Shullsburg School Board 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 this Agreement and in reliance on any list or certificates which have been furnished to the Board pursuant to this article.

#### SECTION A, ARTICLE VI - GENERAL PROVISIONS

- A. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed addendum to this Agreement. Until an agreement to amend is reached or a successor agreement is ratified by the parties, all terms of this Agreement will remain in force.
- B. Any individual contract between the Board and the individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- C. Acceptance of a contract with the District carries with it an agreement to conform to all rules and regulations governing the school as stated in this Agreement, the Teachers Handbook, Statutory requirements, and School Board Policies.

- D. It is understood that bargaining unit work will be done by bargaining unit employees. This does not exclude C.E.S.A. personnel, the supervised use of student teachers, teacher interns, and practicum students in guidance programs. After June 30th the administrative staff may fill any overload teaching position or one created by attrition, a study hall position or other Appendix positions, in a given year, as long as the position is not created through layoff or as long as there was no bargaining unit members who were willing to take the position.
- E. Copies of this Agreement between the District and the Association shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed by the Board. Further, that the Board shall furnish twenty (20) copies of the Agreement to the Association for its use.
- F. The Board will pay for the cost of required employee physical exam.

SECTION A, ARTICLE VII - GRIEVANCE PROCEDURE

- A. A grievance is defined as a difference of opinion relative to the interpretation or application of this Agreement.
  - 1. The Association may request all pertinent information needed by the Association to represent bargaining unit members.
- B. The grievance may be initiated by an individual teacher against the Administration; or the Association against the Administration; or the Association against the Board.
- C. All time limits shall be days as defined except that when a grievance is submitted or remains unresolved after the close of the school term, the grievant may waive the time limits until the beginning of the next school term.
- D. The primary purpose of the procedure is to secure, at the lowest level possible, equitable solutions to a claim of the person or persons filing the claim. It should be determined at this stage at what level the grievance is pertinent. This will prevent loss of time and airing the grievance between inappropriate parties.
  - Step I. The parties acknowledge that it is usually most desirable for a teacher and supervisor, to resolve problems through free and informal communication. Grievant will schedule an informal conference within 20 work days of the occurrence or when the grievant should have reasonably known of the occurrence. Both parties recognize that the grievant and the Administration may have a representative present during any step of the grievance procedure. It shall be either party's responsibility to acquire said representation.
  - Step II. If the grievance is not resolved in the initial meeting, (Step I) the grievant must submit the grievance in writing within five (5) days to his or her immediate supervisor. A meeting will be arranged within five (5) days. The grievant will be provided with a written answer to the grievance within five (5) days after the meeting by the other party.
  - Step III. If the grievant feels the grievance is not satisfactorily resolved, the grievant may follow the procedure of Step II and see with the District Administrator. The grievant will be provided with a written answer to the grievance within five (5) days after the meeting by the other party.
  - Step IV. If resolution is still not achieved, the grievance may be submitted in writing within five (5) days to the Board through its clerk, and the grievance will be listed on the agenda of the next regularly scheduled meeting of the Board. A written decision will be delivered by the Board to the grievant within fifteen (15) days.
  - Step V. Arbitration - If the grievance is not resolved at the School Board level, the Association may submit the grievance to arbitration by written notification to the clerk of the School Board within ten (10) days after receiving the Board answer.
    - If a grievance is submitted to arbitration, the Association shall request the Wisconsin Employment Relations Commission to appoint a commissioner or staff member.

The sole function of the arbitrator shall be to determine whether or not the rights of a teacher have been violated by the school district contrary to an express provision of this agreement. The arbitrator shall have no authority to add to, subtract from or modify this agreement in any way.

A decision of an arbitrator, within the scope of his/her authority, shall be final and binding upon the district, the grievant and the Association.

All arbitration proceedings shall be held at a time and place mutually agreed upon between the School Board and the Association. If the School Board and the Association are unable to agree, the time and place of the hearing shall be designated by the arbitrator.

In arbitration proceedings the School Board and the Association shall each have the right to be represented, the opportunity to confront and cross-examine witnesses, and opportunity to present arguments.

The arbitrator's decision shall be based upon the evidence presented at the hearing and upon statutory authority and/or W.E.R.C. and court precedent. He/She shall issue a written opinion stating the reasons for this determination.

The District and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expenses of the arbitrator, and the cost of the hearing room, if any. If both parties desire a transcript of testimony the cost will be shared. If only one party desires a transcript of the testimony, that party will bear the cost.

SECTION A, ARTICLE VIII - TEACHER PLACEMENT

- A. The assignment of certified teachers to grade level and/or subject teaching areas will be authorized by the Board of Education.
- B. Any teacher desiring transfer to another grade, subject and/or activity assignment shall make his/her request on or before the first regular Board meeting in January.
- C. When a teacher requests to be relieved of an extra/co-curricular assignment he/she must do so in writing. The administration will make a good faith effort to secure a competent replacement. If a qualified replacement is not found the teacher will remain in that extra/co-curricular assignment for a maximum of two contract years following the contract year during which the request for release was filed.
- D. The staff reduction policy (Section A, Article II) addresses all other questions pertaining to academic placement.

SECTION A, ARTICLE IX - NON-RENEWAL, SUSPENSION, DISCHARGE

- A. Procedures for non-renewal shall be in accordance with Wisconsin Statute 118.22. Reasons for non-renewal of a teacher contract shall not be arbitrary or capricious.
- B. No teacher shall be suspended or discharged without just cause.
- C. Nothing in this section shall preclude the immediate suspension without pay of a teacher for violation of rules and regulations, board policies or negligence in the performance of duties when determined by the administration that such violation or negligent act warrants immediate suspension during the course of investigation and prior to the hearing held on the alleged violation or negligent act.

SECTION A, ARTICLE X - LAYOFF AND REDUCTION IN ASSIGNMENT

~~A. After the School Board makes a determination to lay off teachers and identifies the positions to be eliminated or reduced, the report of such determination shall be as follows:~~

- See  
insert
- ~~1. Seniority will be the measure used to determine which teacher(s) will be laid off. Lay off will occur in inverse order of seniority.~~
  - 2. A teacher's or teacher/administrator's seniority will be measured by the number of years of continuous employment by the District.



3. Teacher(s) in order to have seniority for a position, must be certified in the position's Grade and/or Subject Code.
  4. In the event that two or more teachers hold equal certification and seniority a determination of which teacher is to be laid off will be made by the Board using the accumulated evaluations and professional advancement (credits achieved beyond a bachelor's degree) and teaching experience in the position to be filled.
  5. When laying off staff the District will adhere to the timelines contained in WI. Statute 118.22(2) (3).
- C.
1. Teachers shall be recalled in the inverse order of their release, and all benefits to which a teacher was entitled at the time of layoff, (including but not limited to incremental steps on the salary schedule and accumulated sick leave) shall be restored in full upon reemployment within the recall period.
  2. Teachers on laid-off status shall be notified for recall by registered mail, return receipt requested, to their last address of record, and given first preference for available positions. An affirmative reply must be received by the District within ten (10) days of the receipt of such notice. Failure of delivery, for any reason, relieves the School Board of its obligation to subsequently recall such teacher. The Association shall be apprised of all recall notices at the time they are sent. A teacher refusing recall to any position for which he/she is certified shall have forfeited right to recall and/or layoff benefits.
  3. Laid-off teachers shall retain the right to call back for a period of two years after August 1, of the calendar year in which the layoff occurs.
  4. Laid-off teachers may continue group insurance available through the School Board during the recall period, if agreeable with the insurance company, by reimbursing the School Board for the premium costs. Failure to forward premium payments to the School Board on a previously stipulated schedule will terminate this option.
  5. The District Administrator shall prepare a seniority list by thirty (30) days after the beginning of the school term which shall be verified by the executive committee of the SEA. The seniority list is set forth in Appendix D.
- D.
- Administrators may be employed to teach in a discipline where they are certified if such a vacancy develops due to an overload or through attrition. Administrators may also supervise study halls and assume co/extra-curricular assignments which vacancies result from either attrition or the lack of a qualified candidate on the staff. Administrators are not eligible to assume such assignments prior to July 1st or when there is a certified teacher on layoff who is qualified and willing to fill the position. Once an administrator assumes such an assignment he/she has the right to fill the position throughout the duration of the ensuing school year. The position will be posted upon the completion of the school year.

#### SECTION A, ARTICLE XI - SAVINGS CLAUSE

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

SECTION B  
INSTRUCTIONAL AND PROFESSION DEVELOPMENT

SECTION B, ARTICLE I - INSTRUCTIONAL DEVELOPMENT

- A. It is recognized that teaching is a profession and the quality of the educational program is dependent upon the quality of the teacher service; and both parties recognize the need for maintaining the highest quality educational program. The following procedures are recognized as a means to meet such standards:
1. The Board recognizes the importance of working toward the improvements of curriculum and learning designs in order to ensure continuous improvement of teaching in the District. Compensation for participation in a summer workshop conducted by the Board shall be at the hourly rate set forth in Appendix B.
  2. The Board recognizes the principle of interschool and intraschool visitation to improve teacher performance and further recognizes the value of released time for curriculum and learning-improvement programs.

SECTION B, ARTICLE II - PROFESSIONAL IMPROVEMENT

- A. All staff are required to maintain the certification status determined by the Wisconsin D.P.I. for teaching in their assigned grade level and/or subject area.

SECTION C  
TEACHER'S HOURS AND CONDITIONS OF EMPLOYMENT

SECTION C, ARTICLE I - SCHOOL TERM

- A. The school term shall be as set forth in the school calendar (Appendix C).
- B. All teachers shall be on the job at least seven and one-half (7 1/2) hours a day from 8:00 A.M. to 4:00 P.M. on "Days Taught" except on Fridays, when the teachers shall be on duty from 8:00 A.M. to the end of the student's day. The teachers' day shall end at 1:30 P.M. on "Days Taught" preceding the following holidays: Thanksgiving, Christmas, and Easter.
- C. Each teacher shall have a duty-free lunch period of at least 30 continuous minutes.
- D. Emergency dismissals shall be defined as any situation that constitutes a clear and present danger to the health, safety and welfare of the students and teachers in the school. The decision in determining an emergency dismissal rests with the Administration.

SECTION C, ARTICLE II - EVALUATION PROCEDURES

- A. The School Board and the Association agree that evaluation has as its purpose the improvement of the school program by assisting each teacher to improve his/her professional competencies. The School Board, through its administrators and supervisors, shall evaluate teachers to assess job performance. Formal monitoring or observation of work performance of a teacher will be conducted openly and with the full knowledge of the teacher. Informal evaluations, referring to all observations noted and recorded in the normal course of day-to-day supervision may still take place and may be entered in the record. A copy shall be given to the teacher. A rebuttal may be written by the teacher and placed in the file.
- B. The following procedure will be used in the formal evaluation of teachers.
1. During the early part of the school year, the administration will supply new teachers with copies of the school district's evaluative instruments.
  2. Observations may occur at anytime during the school term. Teachers new to the District shall be observed for the purpose of evaluation at least twice during the school term; experienced teachers shall be observed at least once each school term prior to February 15. The purpose of the February 15th date is to aid the Board in the renewal and nonrenewal process. Additional evaluations may occur after February 15th.

3. An observation shall be defined not as a single classroom visit but as the result of three (3) visits representing different classes of instruction of different days.
4. A conference between evaluator and teacher shall be scheduled within two (2) weeks of completed observations, and at such time the teacher will receive a copy of the evaluation report.
5. The teacher shall acknowledge that he/she has read all evaluations and other materials to be placed in his/her personal file affixing his/her signature to the file copy. Such signature does not necessarily indicate agreement with content of such material. A copy of the observation shall be given to the teacher. The teacher shall have the right to attach a rebuttal.

C. Teachers will have the right to review the contents of their official personnel file and receive a copy of any documents contained therein. A teacher will be entitled to have one Association representative accompany him/her during such review.

The School Board may protect the confidentiality of personal reference, academic credentials and other similar documents received prior to the teacher's initial employment. However, after three years of consecutive employment in the district, the confidential materials may be reviewed by the administration and/or teacher.

- D. If a teacher indicates that any materials in the personnel file are obsolete or inappropriate, the District Administrator will review said documents and if he agrees, they will be destroyed. All obsolete material such as personal references or documents relating to prior employment will be removed from the file and destroyed, if agreed upon by the administration.
- E. A complaint regarding a teacher made to the administration by a parent, student or other person shall be in writing and signed by the complainant. A copy of the complaint will be given to the respective teacher. The teacher shall have the right to answer complaint in writing, and have it placed in his/her file by the administration.

#### SECTION C, ARTICLE III - FACILITIES, EQUIPMENT AND MATERIALS

- A. A teacher's lounge/work room will be provided in each school building. Each area will be equipped with at least one (1) typewriter.
- B. Adequate typing, duplicating, stencil and mimeograph facilities and a Thermal Fax to aid teachers in preparation of instructional materials shall be provided.

#### SECTION C, ARTICLE IV - STUDENT DISCIPLINE

- A. The Board, through its administration, will provide support and assistance to teachers for the purpose of maintaining effective classroom management.

#### SECTION C, ARTICLE V - LEAVES AND ABSENCES

- A. For absences caused by illness, maternity or physical disability of the teacher, each teacher will be granted twelve (12) days of paid sick leave per year, accumulative to one hundred (100) days.
- B. Emergency leave up to five (5) days in one school year will be granted for family illness and death. Immediate family is defined as father, mother, husband, wife, children, brothers, sisters, grandparents, aunts, uncles, mother-in-law, father-in-law, brother-in-law and sister-in-law.
  1. District Administrator may approve additional time and use of emergency leave in unusual or exceptional circumstances.
  2. Use of emergency leave days shall be deducted from accumulated sick leave.
- C. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours shall be granted annually. Such leave of absence (except in the case of emergencies) shall not be granted during the first and last week of the school term, the day before or after holidays or vacation, or on any in-service day. Application to the Administration for personal leave shall be made at least two (2) days before taking such leave and the application for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section.

3. An observation shall be defined not as a single classroom visit but as the result of three (3) visits representing different classes of instruction of different days.
  4. A conference between evaluator and teacher shall be scheduled within two (2) weeks of completed observations, and at such time the teacher will receive a copy of the evaluation report.
  5. The teacher shall acknowledge that he/she has read all evaluations and other materials to be placed in his/her personal file by affixing his/her signature to the file copy. Such signature does not necessarily indicate agreement with content of such material. A copy of the observation shall be given to the teacher. The teacher shall have the right to attach a rebuttal.
- C. Teachers will have the right to review the contents of their official personnel file and receive a copy of any documents contained therein. A teacher will be entitled to have one Association representative accompany him/her during such review.
- The School Board may protect the confidentiality of personal reference, academic credentials and other similar documents received prior to the teacher's initial employment. However, after three years of consecutive employment in the district, the confidential materials may be reviewed by the administration and/or teacher.
- D. If a teacher indicates that any materials in the personnel file are obsolete or inappropriate, the District Administrator will review said documents and if he agrees, they will be destroyed. All obsolete material such as personal references or documents relating to prior employment will be removed from the file and destroyed, if agreed upon by the administration.
  - E. A complaint regarding a teacher made to the administration by a parent, student or other person shall be in writing and signed by the complainant. A copy of the complaint will be given to the respective teacher. The teacher shall have the right to answer the complaint in writing, and have it placed in his/her file by the administration.

#### SECTION C, ARTICLE III - FACILITIES, EQUIPMENT AND MATERIALS

- A. A teacher's lounge/work room will be provided in each school building. Each area will be equipped with at least one (1) typewriter.
- B. Adequate typing, duplicating, stencil and mimeograph facilities and a Thermal Fax to aid teachers in preparation of instructional materials shall be provided.

#### SECTION C, ARTICLE IV - STUDENT DISCIPLINE

- A. The Board, through its administration, will provide support and assistance to teachers for the purpose of maintaining effective classroom management.

#### SECTION C, ARTICLE V - LEAVES AND ABSENCES

- A. For absences caused by illness, maternity or physical disability of the teacher, each teacher will be granted twelve (12) days of paid sick leave per year, accumulative to one hundred (100) days.
- B. Emergency leave up to five (5) days in one school year will be granted for family illness and death. Immediate family is defined as father, mother, husband, wife, children, brothers, sisters, grandparents, aunts, uncles, mother-in-law, father-in-law, brother-in-law and sister-in-law.
  1. District Administrator may approve additional time and use of emergency leave in unusual or exceptional circumstances.
  2. Use of emergency leave days shall be deducted from accumulated sick leave.
- C. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours shall be granted annually. Such leave of absence (except in the case of emergencies) shall not be granted during the first and last week of the school term, the day before or after holidays or vacation, or on any in-service day. Application to the Administration for personal leave shall be made at least two (2) days before taking such leave and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section.

Use of personal leave shall be deducted from accumulated sick leave. A maximum of four (4) teachers may be absent on the same day on personal leave.

- D. Upon request, professional leave up to three (3) days per year may be granted for the purpose of attending meetings or conferences of an educational nature.
- E. Sick leave days shall not be deducted for absences determined by the Administration to be due to injury incurred in the course of the teacher's employment and for which payment under Worker's Compensation is allowed.
- F. A teacher who has used all accumulated sick leave because of an extended or chronic illness including maternity shall be placed on approved leave of absence without pay. Prior to placement on approved leave of absence, the teacher shall present to the School Board medical certification verifying his or her condition to warrant such leave of absence. During such leave, the teacher shall receive insurance benefits as granted by this agreement. The School Board reserves the right to determine the duration of the approved leave up to one (1) year subject to reconsideration by the School Board after one (1) year.

Upon return from such leave, a teacher shall be assigned to the same position, if available, or if not, to at least an equivalent position. A new assignment will be based upon a conference between the teacher and District Administrator.

#### SECTION C, ARTICLE VI - RETIREMENT

- A. Retirement age shall be in accordance with state law.

#### SECTION C, ARTICLE VII - COMPENSATION

- A. The basic salaries and extra-curricular salaries of teachers covered by this Agreement are set forth in Appendices A and B respectively which are attached to and incorporated in this Agreement.

1. \_\_\_\_\_ Teachers entering the District may be allowed six (6) years experience in placement on the salary schedule. Additional credit for additional experience may be granted at the option of the Board. Only one (1) vertical movement on the salary schedule is permitted for a teacher per year.
2. Salary adjustments for additional credits earned shall be made for first semester only of current year. ✓
3. All teachers shall have the right at the beginning of the school term to choose whether to be paid in eighteen (18) or twenty-four (24) equal installments with installments being paid on the fourteenth and twenty-eighth of each month. Teacher who choose to be paid in twenty-four (24) installments will receive their six summer installments at the close of the school term. Special considerations may be made by the School Board. Compensation for extra duty shall be paid to the teacher in one sum the first pay day following the first regular board meeting held after the completion of the activity if the teacher so desires.
4. It shall be the responsibility of the teacher to bring to the attention of the District Administrator any deficiency in payment for extra-curricular activities before final checks are issued for the current year.
5. Teachers will not be required to teach and/or supervise study hall(s) for more than three-hundred eighteen (318) minutes (Teachers in grades 7-12) within a "contracted day" or fifteen hundred ninety (1590) minutes during a five "contracted day" week (Teachers in Pre-school - grade 6). For the purpose of the above stated time limitations, the passing time between classes will not apply. The time between the commencement of the teachers' "contracted day" and the start of the student day will not apply. In the same manner, the time between the conclusion of the student day and that of the teachers' "contracted day" will not apply to these same limitations stated above in this article.

Teachers will receive a pro-rated salary if they are assigned to teach and/or supervise study hall(s) for more than the above stated time limitations. This salary will be determined by dividing the teacher's contracted base pay by the number of

class periods in the Shullsburg High School student day. This fractional amount will be added to the teacher's contracted pay during the time that this condition exists.

6. Teachers employed beyond the school term will be compensated at the hourly rate set forth in Appendix B.
7. Teachers employed on a full year contract will be provided with 120% of salary and leave.
8. Deductions from salary for taxes, retirement, etc., will be made according to legal and statutory provisions incumbent upon the District.

5. Each teacher shall be given thirty (30) minute duty-free noon.
- C. It is agreed by and between the School Board and the Association that the District shall pay to the Wisconsin Retirement Fund <sup>of</sup> the earnings of each participating teacher. (Effective January 1, 1986)

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

- D. The Board shall pay up to the amount listed in Appendix B per month on the family and single plan for Health and Hospital Insurance. Less than half-time teachers will receive a pro-rata premium benefit consistent with their pro-rata employment.
  1. If a teacher terminates his/her employment for reasons other than illness prior to the end of the school term, his/her Health-Hospital Insurance subsidy shall terminate on the first day of the month following his/her termination. If, however, a teacher terminates his/her employment but completes the school term, this subsidy shall terminate on the first day of September.
  2. The School Board reserves the right to change insurance companies but agrees to continue SAME benefits.
  3. Teachers requesting a change in coverage must notify the District Administrator within twenty (20) days in order for change to become effective. Example - from single coverage, to family coverage.
  4. Retired teachers will be allowed to continue with the school insurance plan. Payment of the premium to the company will be the responsibility of the retired teacher.
- E. The School Board will pay 100% of long term disability insurance (Plan 1) under the Fireman's Fund. Each teacher will be provided a copy of the plan.

SECTION C, ARTICLE VIII - SIGNATURE PAGE

IN WITNESS WHEREOF: Shullsburg Education Association by a vote of its members has caused this Agreement to be signed by its President, \_\_\_\_\_ and its Secretary, \_\_\_\_\_. This \_\_\_\_ day of \_\_\_\_\_ and School District of Shullsburg, Shullsburg, Wisconsin has caused this Agreement to be signed by its President, \_\_\_\_\_ and its Clerk, \_\_\_\_\_.

\_\_\_\_\_  
S. E. A. President

\_\_\_\_\_  
School Board President

\_\_\_\_\_  
S. E. A. Secretary

\_\_\_\_\_  
School Board Clerk

Executed in Duplicate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX A

1985-86 SHULLSBURG SCHOOL DISTRICT FINAL SALARY OFFER

3/6/86

To implement the Salary Schedule for the 1985-86 School Year all employees shall be frozen at their 1984-85 step placement on the schedule with a \$750 increase to each cell

BASE	V STEP		B S STEP		M S STEP		
14250	450		250		350		
STEP	ES	BS+8	BS+16	BS+24	MS	MS+8	MS+16
0	14250	14500	14750	15000	15350	15700	16050
1	14700	14950	15200	15450	15800	16150	16500
2	15150	15400	15650	15900	16250	16600	16950
3	15600	15850	16100	16350	16700	17050	17400
4	16050	16300	16550	16800	17150	17500	17850
5	16500	16750	17000	17250	17600	17950	18300
6	16950	17200	17450	17700	18050	18400	18750
7	17400	17650	17900	18150	18500	18850	19200
8		18100	18350	18600	18950	19300	19650
9		18550	18800	19050	19400	19750	20100
10			19250	19500	19850	20200	20550
11			19700	19950	20300	20650	21000
12				20400	20750	21100	21450
13				20850	21200	21550	21900
14					21650	22000	22350
15					22100	22450	22800
16						22900	23250
17						23350	23700
18							24150
19							24600



APPENDIX B  
EXTRA BENEFIT SCHEDULE

	POSITION	SALARY
1	ATHLETIC DIRECTOR	591.25
2	HEAD FOOTBALL	946.00
3	ASSISTANT FOOTBALL	417.88
4	HEAD BOYS BASKETBALL	1182.50
5	A. BOYS BASKETBALL	591.25
6	HEAD GIRLS BASKETBALL	1182.50
7	A. GIRLS BASKETBALL	591.25
8	HEAD ELM BOYS BALL	645.00
9	HEAD ELM GIRLS BALL	645.00
10	GIRLS VOLLEYBALL	591.25
11	HEAD BOYS TRACK	494.50
12	HEAD GIRLS TRACK	494.50
13	SPRING BASEBALL	462.25
14	SENIOR CHEERLEADING	215.00
15	JUNIOR CHEERLEADING	75.25
16	FHA	118.25
17	FFA CLUB	64.50
18	FFA	295.62
19	YEARBOOK	376.25
20	NEWSPAPER	177.78
21	FULL-LENGTH PLAY	295.62
22	WHSFA CONTEST PLAY	86.00
23	HEAD FORENSICS	295.62
24	ASSIST FORENSICS	204.25
25	VOCAL MUSIC	322.50
26	BAND	473.00
27	SCHOOL SERVICE ORG.	64.50
28	DRIVER'S ED PLR HR.	7.26
29	BUS CHAPERONE/EVENT	13.17
30	CONCESSIONS/EVENT	19.03
31	GAME SUPERVISION/EV	8.87
32	GAME TICKET SELL/EV	8.87
33	GAME TICKET TAKE/EV	8.87
34	SCOREKEEPER/EVENT	8.87
35	TIMEKEEPER/EVENT	8.87
36	CAMERA OPERATOR/EV	8.87
37	JUNIOR PROM	59.13
38	POM-POM SQUAD	236.50
39	PRE-SEASON FOOTBL/W	59.13
40	HOURLY RATE	7.26

All organizations must be approved by High School Principal or Elementary Principal according to areas of service rendered. Function of school service organizations will be evaluated each year.

HEALTH INSURANCE

Family	155.00/month
Single	65.00/month

APPENDIX D

SENIORITY LIST

The classification for seniority purposes are as follows:  
 1. Preschool through 8th Grade,  
 2. Departments.

1. Preschool - 8th Grade

TEACHER	YEAR CONTRACTED	DPI CERTIFICATION
Calvert, Sheryl	1967	K - 8
Gille, Irene	1967	1 - 8
Hilvers, Ruth	1968	K - 6
Spillane, Margaret	1968	1 - 8
Leahy, Sandra	1970	K - 3
Gollmer, Thurl	1973	1 - 6
Huston, Marsue	1973	1 - 6
Klien, David	1975	7 - 8
Weigel, Jane	1976	1 - 6
Brown, Carolyn	1978	4 - 6
Hazen, Tim	1978	4 - 8
Stansfield, Lynette	1979	K - 6
Graham, Debbie	1979	Pre - 6
Paquette, Pam	1979	K - 3
Anderson, Karla	1981	Pre - 6
Kamps, Carol	1982	Pre - 6
Kamps, Jolene	1984	Pre - 6
Bohman, Mark	1984	1 - 6

## Seniority List

(Continued)

### 2. Departments

DEPARTMENTS	TEACHERS	YEAR CONTRACTED
Agriculture	White, Don	1901
Art	Reitner, Colleen	1981
Business Education	McArdle, Barbara	1971
English	NeCollins, Sandra Swenson, Gloria Shinto, Tracy	1979 1984 1985
Foreign Language	Swenson, Gloria	1984
Guidance	Winter, Robert Boettcher, Robert	1976 1979
Health	Dahl, Vicki	1983
Home Economics	Thomasson, Shirley	1977
Industrial Arts	Huftel, Tom	1984
Learning Disabilities	Stansfield, Lynette Heinz, Janice	1979 1983
Mathematics	Lorsung, Darcy Martens, Joe	1983 1985
Library Science	NeCollins, Sandra	1979
Music - Instrumental	Capenter, Lamont	1981
Music - Vocal	Klacan, Beth	1982
Physical Education	Boettcher, Robert Dahl, Vicki	1971 1983
Reading - 316 (Reading Teacher)	Hilvers, Ruth Brown, Carolyn Paquette, Pam Kamps, Carol	1968 1978 1979 1982
Reading - 317 (Reading Specialist)	Brown, Carolyn	1978
Science	Bohnsack, Randall Chamberlain, Arnold	1977 1981
Speech/Language	Parks, Michael	1981
Social Studies	Boyle, Robert Klein, David	1972 1975

1985-86 SHULLSBURG SCHOOL DISTRICT FINAL SALARY OFFER 3/6/86  
DISTRICT SENIORITY CLASSIFICATION LIST  
APPENDIX D.1

Agriculture  
Art  
Business Education  
Computer Science  
Driver Education  
English  
Foreign Language  
Counselor  
Health  
Home Economics  
Industrial Arts  
Instrumental Music  
Learning Disabilities  
Library Science  
Mathematics  
Physical Education  
Pre K - 6  
Reading 316  
Reading 317  
Science  
Social Studies  
Speech/Language  
Vocal Music .

APPENDIX D.2  
1985-86 SHULLSBURG SCHOOL DISTRICT FINAL OFFER 3/6/86

YEAR EMPLOYEE

D.P.I. CERTIFICATION

DIST CLASSIFICATION