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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of Final and :
Binding Final Offer Arbitration :
Between : **AWARD**
: WERC Case 19 No. 44218
GILMAN EDUCATION ASSOCIATION :
: INT/ARB-5701
and :
: **Decision No. 26973-A**
GILMAN SCHOOL DISTRICT :

I. NATURE OF THE PROCEEDINGS. This is a proceeding in Final and Binding Final Offer Arbitration between the Gilman Education Association ("GEA" or "Association") and the Gilman School District ("Board"). GEA having filed a petition on June 29, 1990, with the Wisconsin Employment Relations Commission alleging an impasse between it and the Board in collective bargaining, the Commission through Christopher Honeyman, a staff member, conducted an investigation. The Commission on August 13, 1991, found that the parties were at an impasse, and certified that the parties had substantially complied with the procedures of Section 111.70 (4) (cm) of the Municipal Employment Relations Act prior to initiating arbitration. The Commission certified that conditions precedent to the initiation of arbitration as required by the Act had been met and ordered final and binding arbitration. On September 9, 1991, the Commission issued to Frank P. Zeidler, Milwaukee, Wisconsin, an Order of Appointment.

II. HEARING. A hearing in the above entitled matter was held on October 7, 1991, at the Administration offices of the Gilman School District. Parties were given full opportunity to give testimony, present evidence, and make argument. Briefs and reply briefs were filed. The last reply briefs were received by the arbitrator on November 27, 1991.

III. APPEARANCES.

MARY VIRGINIA QUARLES, UniServ Director, Central Wisconsin UniServ Council-West, appeared for the Association.

STEVEN J. HOLZHAUSEN, Membership Consultant, Wisconsin Association of School Boards, appeared for the District.

IV. FINAL OFFERS.

The final offer of the Union is Appendix A.

The final offer of the Board is Appendix B.

V. FACTORS TO BE CONSIDERED BY THE ARBITRATOR. The following factors for consideration and weighing by the arbitrator are enumerated in Chapter 111.70 (4) (cm) 7 Stats.:

"a. The lawful authority of the municipal employer.

"b. Stipulation of the parties.

"c. The interest and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

"d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.

"e. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of other employes generally in public employment in the same community and in comparable communities.

"f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.

"g. The average consumer prices for goods and services, commonly known as the cost-of-living.

"h. The overall compensation presently received by the municipal employes including direct wage compensation, vacation, holidays, excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

"i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

"j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

VI. LAWFUL AUTHORITY OF THE EMPLOYER. There is no question here of the authority of the District to meet the terms of either offer.

VII. STIPULATIONS. The parties each have a different version of matters stipulated to. There had been in existence a previous organization of teachers known as the Gilman Federation of Teachers. Matters stipulated to contain language found in this previous agreement. The Board's stipulation is worded in such a way as to refer to the previous agreement without spelling out the language. It is the arbitrator's understanding that GEA is contending that the proposed new agreement is entirely new even if language similar to that in the former organization's agreement has been adopted, so the GEA set of stipulations spells out in detail the stipulations on the grounds that the stipulations are new.

VIII. SPECIAL FACTORS TO BE CONSIDERED FROM HISTORY OF NEGOTIATIONS. There are thirteen major issues in the instant matter in which the parties have not come to an agreement on the terms of the contract language. In three of them, fair share language, grievance procedure, and assignments and transfer, the offers of the parties are sufficiently similar that the parties are not addressing them. Remaining differences include comparable districts, wages, extracurricular wages, health and dental insurance, school calendar for 1991-92, dismissal language, layoff and recall, teacher evaluation, distance learning, and work stoppage.

Differences have arisen over the matter of whether this proposed contract is an extension of bargaining formerly conducted between the Gilman Federation of Teachers and the Board, or whether the current bargaining with GEA is something entirely separate. This is a first contract for the Gilman Education Association. The Board is contending that the proposed contract must reflect a principle of status quo - that is, the terms of the former contract should not be changed when it has not been shown that there is a major need for a change. GEA is contending that it is a new bargaining unit and is not bound by the principle of status quo.

It will be useful to state how this arbitrator will treat the various proposals of holding to status quo or supporting change. The arbitrator views the statutory process of collective bargaining as allowing either party to open any issue. The merits of the contention however are to be judged in light of the statutory criteria mentioned above, in which comparability is an important but not sole factor. This arbitrator has not emphasized a fundamental need for having a quid pro quo in making a change in contract language. Although the use of the quid pro quo principle has an important place in weighing proposals, yet if too rigidly applied, it could prevent any change since an improvement in benefits such as in wages, or a decrease in wages, cannot always have a quid pro quo component. In such an example, comparability is the principle criterion which might be used together, of course, with the criterion of ability to pay. The conclusions of the arbitrator therefore will weigh all applicable criteria from the statute in judging the merits of each issue.

IX. COSTS OF THE OFFERS. The parties have costed their offers in different wages. GEA costed only wages, and the results are shown in the following table in summarized form.

Table I

COSTING OF OFFERS BY GEA

A. Association Costing - Wages Only

<u>Union Offer</u>			Average	Aver. Inc.	Aver. Inc.
<u>Year</u>	<u>FTE</u>	<u>Total Payroll</u>	<u>Salary</u>	<u>per EE</u>	<u>%</u>
90-91	47.63	\$1,264,348	\$26,547	\$1,968	8.01
91-92	47.63	1,368,072	28,725	2,178	8.20
<u>Board Offer</u>					
90-91	47.63	1,257,336	26,401	1,821	7.41
91-92	47.63	1,342,803	28,197	1,795	6.80

The Board gave a result of its costing only in percentage form as shown in the following Table II taken from Board combined Exhibits 2 and 6. It is to be noted that the Board combined exhibits shows total package costing also.

*Board Exhibit
2 and 6*

Table II

SCHOOL DISTRICT OF GILMAN

COMPARISON OF PROPOSALS/PERCENTAGE INCREASES
(48.1 FTE, includes Home Ec & Counselor)

	<u>Board</u> <u>1990-91</u>	<u>Board</u> <u>1991-92</u>	<u>GEA</u> <u>1990-91</u>	<u>GEA</u> <u>1991-92</u>
SALARIES	7.43%	6.82%	8.03%	8.22%
Extra Curricular	6.47%	6.01%	8.40%	8.40%
Extra Curricular, Ex Pay			8.34%	0.00%
Extra Duty	0.00%	0.00%	0.00%	0.00%
Bldg. Principals	0.00%	0.00%	0.00%	0.00%
AD Supervision	0.00%	0.00%	0.00%	0.00%
Total Salaries	7.39%	6.78%	8.01%	8.16%
RETIREMENT				
FICA	7.95%	6.78%	8.58%	8.16%
STRS (employer)	8.60%	7.29%	9.23%	8.68%
STRS (employee)	8.64%	7.31%	9.27%	8.70%
Total Retirement	8.36%	7.11%	8.99%	8.49%
INSURANCE				
Health Insurance	34.00%	22.95%	39.71%	22.95%
Dental Insurance	26.56%	10.00%	32.03%	10.00%
Life Insurance	0.00%	0.00%	0.00%	0.00%
Disability Insurance		New	New	8.21%
Total Insurance	33.21%	24.49%	42.41%	21.36%
GRAND TOTAL	10.10%	8.96%	11.57%	9.88%

Dollar costings made by the Board as summarized in Tables II and IV.

Table III

COSTS OF OFFERS IN WAGES ONLY				
Union	Year	FTE	Wages	% Inc.
	1990-91	48	\$1,275,811	8.03
	1991-92	48	1,380,622	8.22
Board	1990-91	48	1,268,723	7.43
	1991-92	48	1,355,229	6.82

Table IV

TOTAL PACKAGE COSTS OF OFFERS			
Union	Year	FTE	% Inc.
	1990-91	48	11.57
	1991-92	48	9.88
Board	1990-91	48	10.18
	1991-92	48	8.96

It can be seen from the above tables that the differences in cost of wages only between the parties will be \$7,088 in 1990-91 and \$25,393 in 1991-92 with GEA cost being higher both times.

The difference in total costs, with the GEA cost being the higher, will be \$30,778 in the 1990-91 school year and \$50,020 in the 1991-92 year.

X. COMPARABLE DISTRICTS. The parties have differences on which set of school districts to use for comparables. GEA uses all the schools in the Cloverbelt Conference. There are sixteen schools in the conference. The District uses all Cloverbelt Conference schools except Altoona and Mosinee. The District's basic contentions on these two districts is that they are too large for comparisons, too urban, and too remote from Gilman.

In 1990-91 Altoona had 1,208 pupils with a 69.0 FTE. Mosinee had 1,799 pupils and an FTE of 113.28. Neillsville, Colby, Cadott and Stanley-Boyd also had more than a thousand students. Gilman had 629 students, lower than all others but Loyal with 610. Gilman with 44.95 FTE was lowest also in the number of FTE's. Gilman with \$3,150 state aid per pupil, was fifth in the amount of such aid received. With \$94,917 equalized valuation per member, it was third lowest. Its tax rate in 1990-91 at 15.49 was fifth highest. (AX-8).

The 1989 school district personal income in Gilman was \$17,282, fourth lowest. In contrast in Altoona it was \$25,817 and in Mosinee \$25,164. Mean taxable income in Gilman at \$13,101 was also fourth lowest. (BX-11).

In the Gilman district 46.9% of the district was classified as agricultural, third highest among the conference districts in that respect. Altoona was classified as 2.6% agricultural and Mosinee as 13.5%.

In reviewing the above data, the arbitrator is of the opinion that the Board has made a case for the exclusion of Altoona and Mosinee from being applied in a study of comparable districts. The case does not depend on the size of the two districts, since the Board's comparables also include districts twice the size of Gilman. Rather the case is made on the matters of economic activity, both in relation to sources of industrial income as compared to agricultural income and as to geographic location as in each case the District is relatively remote.

It must be observed that athletic conference districts are based on the concept of a degree of equality in athletics and in human resources, although in the instant matter that concept would be stretched.

Rather in judging ability to pay wages and offer similar conditions, the value of similar size and similar economic base seems weighty enough here to alter the use of the whole athletic conference as being the primary set of comparables. Thus the conclusion is that the Board set of comparables is of primary value here, while the GEA set of comparables is secondary.

XI. COMPARISON OF WAGES. While the Board emphasizes total costs for resolution of the matter, yet it is important to give careful consideration to wage offers only. The following table is derived from Board Exhibit 30.

Table V

DOLLAR AND PERCENT INCREASE AMONG BOARD COMPARABLES
1990-91 - 13 DISTRICTS AND GILMAN

	<u>Salary Only</u>		<u>Total Package</u>	
	<u>\$/FTE</u>	<u>% Inc.</u>	<u>\$/FTE</u>	<u>% Inc.</u>
Settled Mean	1,843	6.7	2,788	7.6
Settled Median	1,818	6.6	2,781	7.5
Gilman (B)	1,823	7.4	3,377	10.1
Gilman (U)	1,971	8.0	3,883	11.6

The following exhibit is from Board Exhibit 52.

Table VI

DOLLAR AND PERCENT INCREASES AMONG BOARD COMPARABLES
1991-92 - 6 DISTRICTS AND GILMAN

	<u>Salary Only</u>		<u>Total Package</u>	
	<u>\$/FTE</u>	<u>% Inc.</u>	<u>\$/FTE</u>	<u>% Inc.</u>
Settled Mean	2,004	6.9	2,873	7.3
Settled Median	2,006	7.0	2,877	7.1
Gilman (B)	1,798	6.8	3,299	9.0
Gilman (U)	2,179	8.2	3,700	9.9

This next table is derived from Board Exhibits 31, 34, and 37.

Table VII

1990-91 GILMAN OFFERS AT SELECTED BENCHMARKS
COMPARED TO MEAN AND MEDIAN AMONG BOARD COMPARABLES

	<u>BA</u>	<u>In (000)</u> <u>BA Max.</u>	<u>MA</u>	<u>MA Max.</u>	<u>Sched. Max.</u>
Settled Mean	19.86	27.78	22.30	33.12	35.58
Settled Median	19.85	27.95	22.10	33.25	35.44
Gilman (B)	19.42	26.12	20.96	30.15	31.09
Gilman (U)	19.20	25.98	21.60	30.82	32.08

The following table is derived from Board Exhibits 53, 56, and 59.

Table VIII

COMPARISON OF SETTLEMENTS AT BENCHMARKS, 1991-92

	<u>BA</u>	<u>In (000)</u> <u>BA Max.</u>	<u>MA</u>	<u>MA Max.</u>	<u>Sched. Max.</u>
Settled Mean	20.67	29.80	23.48	35.26	37.65
Settled Median	21.07	30.135	22.66	35.59	37.535
Gilman (B)	20.59	27.69	22.21	31.96	32.96
Gilman (U)	20.12	27.86	22.92	33.34	34.76

Association Exhibit 10 presents the following for all the 16 districts in the Cloverbelt Conference.

Table IX

AVERAGES IN DOLLARS AND PERCENT PER RETURNING TEACHER
COMPARED TO GILMAN OFFERS

	<u>1990-91</u>		<u>1991-92</u>	
	<u>\$</u>	<u>%</u>	<u>\$</u>	<u>%</u>
Conference	1,798	6.40	1,973	6.50
Gilman (A)	1,969	8.01	2,178	8.20
Gilman (B)	1,821	7.41	1,796	6.80

The next table is derived from GEA Exhibits 11-17.

Table X

**RANK OF GILMAN AMONG 14 CONFERENCE DISTRICTS
WITH ALTOONA AND MOSINEE EXCLUDED**

<u>Year</u>	<u>BA</u>	<u>BA7</u>	<u>BA Max.</u>	<u>MA</u>	<u>MA10</u>	<u>MA Max.</u>
89-90	12	14	11	14	14	14
90-91						
Assn.	12	14	11	11	14	14
Board	11	14	10	12	14	14
91-92*						
Assn.	6	7	6	6	7	7
Board	6	6	6	6	7	7

* 7 Districts

The Association in its Exhibits 11-17 showed that by using the entire complement of the Cloverbelt Athletic Conference for averaging salaries at benchmarks, Gilman came out below average salary status in 1990-91 and in 1991-92. Except for the BA Min. for both years, the Board was always lower than the GEA offer, and both were always below average salary for the conference taken as a whole. If the primary set of comparables were used in such a comparison, the general conclusion of a wage lower than the average for each category would likely be true.

Discussion on Wage Offers. The judgment as to whether to rely principally on wage increases per FTE and percentages or on actual dollars received by teachers at benchmarks which presumably represent conditions of wages must be addressed. Here the arbitrator looks primarily at the actual dollars paid, and not merely wage increases alone. While Table V shows that the wage offers in Gilman by both parties exceeded the average wage offer in the primary comparables in percentages, yet Table X shows that in Gilman there is a situation in which catching up is required. While the argument that among any group of districts there will be some paying higher than others, yet as this arbitrator reads the statutory requirement of considering comparables, it is evident that Gilman has a substantial problem of catching-up, especially at the higher steps in the higher lanes.

Table V shows that for 1990-91 the District is keeping pace with dollar amount of salary increase and also improving the percentage increase for salary only. However in 1991-92 it appears to be lagging among six districts, although the final record of settlement may not reveal such a lag, since only six districts have settled so far.

Table X shows that Gilman was very low in salary rankings in 1989-90. The Board offer for 1990-91 improves the rank of Gilman one step in BA and BA Maximum lanes, but the Gilman offer is still quite low in general.

Tables VII and VIII reveal a catch-up situation in Gilman relating to BA Maximum, MA, MA Maximum lanes and the Schedule Maximum. This latter difference is quite substantial, but since the top lane in Gilman is MA+15 and 11 other districts have more advanced lanes, (BX 16) and since the scattergram of teacher placement shows only two persons at the top of the MA+15 lane, this wide differential in Schedule Maximums is not so significant, but the differences in the lanes between the Schedule Maximum and lower lanes is a matter which weighs in favor of the GEA offer.

On the whole then, the arbitrator is of the opinion that GEA offer is more comparable in the effort to overcome a lagging wage situation in the matter of base wages in Gilman.

XII. COMPARISON OF EXTRACURRICULAR PAYMENTS. The parties are in disagreement over extracurricular pay. The Board is offering overall a 6.47% increase in 1990-91 and a 6.01% increase in 1991-92. GEA seeks an 8.40% increase in 1990-91 and an 8.40% increase in 1991-92. The proposed cost for the Board would be \$25,754 in 1990-91 a 6.47% increase. For 1991-92 it would be \$27,301, a 6.01% increase. The GEA cost would be \$26,220 in 1990-91, an 8.40% increase, and \$28,423 in 1991-92, an 8.40% increase.

Table XI follows.

Table XI

COMPARISON OF SAMPLE EXTRACURRICULAR CATEGORIES

<u>Year</u>	<u>Athletic Director</u>	<u>Head Football</u>	<u>Head Track</u>	<u>Asst. Basketball</u>	<u>Forensics</u>
<u>Board</u>					
90-91	2,025	2,025	1,750	1,286	520
91-92	2,147	2,147	1,855	1,363	551
<u>GEA</u>					
90-91	2,061	2,061	1,896	1,309.36	529
91-92	2,234	2,234	2,055	1,410.35	574

GEA Exhibits 29 A and B show extra curricular payments for conference districts. Most of the districts have ranges for coaches. If the top ranges are taken for 1991-92 for Head Football Coach, Gilman would be 14th in 14 districts under the Board offer. Under the Union offer it would be 13th. In the case of the Head Track Coach matters are different. The Board offer is 5th in rank. The Association offer is 3rd in rank.

As for the Assistant Basketball Coach, under the Board offer, Gilman ranks 12th, as it does under the GEA offer. For Forensics Advisor, the Board and GEA offers rank 10th.

In 1991-92 for Head Football Coach, the GEA offer would be 4th among those settled. The Board offer would be 4th also.

GEA notes that when the payment for all conference schools is considered, GEA's offer for Head Football Coach, Assistant Basketball Coach, Junior High Wrestling Coach and Forensics Advisor is closer to the average or median than the Board's offer. Also in summer professional work, the Board per hour is less than in eight conference districts when Altoona and Mosinee are excluded.

GEA emphasizes that the Head Track Coach supervises both boys and girls track.

The Board in its consideration of extracurricular salary comparison submitted data from which the following information is abstracted:

Table XII

1990-91 EXTRACURRICULAR SALARY COMPARISON
BOARD'S LIST OF COMPARABLE POSITIONS

<u>Position</u>	<u>Aver.</u> <u>Maximum</u>	<u>Board</u> <u>Offer</u>	<u>+/-</u> <u>Maximum</u>
Head Football	2,192	2,025	\$-167
Head Track	1,622	1,750	+128
Asst. B-Ball	1,571	1,286	-285
Asst. Track	1,206	1,050	-156
J.H. Wrestling	1,032	799	-233
Forsenics	833	529	-304

The Board contends that whether averages of minimum or maximum are taken, the Board differences are small. Whether above or below, the Board offer is reasonable when total package is considered.

Discussion. The evidence is that the GEA offer more nearly approaches the average of the Board comparables for coaching positions and for summer professional work. However under the rubric of "Other Activities" it was hard to make comparisons as it is quite evident from the comparisons of payments among the districts for such services as Annual, Forensics, Band Director and Cheerleading Advisor that different districts put different emphasis on such kinds of activities. It must also be recognized that even among coach positions, the work load of the coach could be different, with a coach in a smaller district like Gilman having less candidates for positions on a team than a coach in a larger district.

Taking all these factors into consideration, the arbitrator is of the opinion that the GEA offer is nevertheless more comparable to the prevailing conditions in the comparable districts and more nearly meets the statutory criterion of comparability.

XIII. INSURANCES. The Board offer on insurance takes three paragraphs from the previous agreement and adds a fourth to provide for long-term disability insurance (LTD). GEA substantially rewrites the previous provisions by delineating categories of family and single participants, and how one can become one or the other, and prescribes benefits in health, dental and LTD insurance, and describes eligibility and its effective date; and the period of the Board contribution. The offer of GEA would include part-time employees who would get pro-rated benefits. GEA is questioning whether LTD insurance would be mutually decided upon, because the Board offer is unclear in this respect.

The following table shows past and proposed cost of insurances.

Table XIII

<u>Year</u>	<u>Board Proposed</u>	<u>% Inc.</u>	<u>GEA Proposed</u>	<u>% Inc.</u>
1989-90	\$160,070		\$160,070	
1990-91	213,235	33.2	227,949	42.4
1990-92	265,454	24.5	276,639	21.4
Since 89-90		65.8		72.8

B. The following table is derived from Board Exhibits 67, 68 A and

Table XIV

COMPARISON OF BOARD PAYMENTS IN GILMAN WITH AVERAGE PAYMENTS
AMONG BOARD COMPARABLES FOR HEALTH INSURANCE

<u>1989-90</u>	<u>Single Premium</u>	<u>District Payment</u>	<u>Family Premium</u>	<u>District Payment</u>
Average, 14 Districts incl.				
Gilman	\$112.63	\$109.07	\$289.85	\$264.27
Gilman	155.90	140.31	354.71	319.24
<u>1990-91</u>				
Average, 14 Districts incl.				
Gilman	150.91	143.99	376.45	341.55
Gilman	208.90	188.01	475.30	427.77
<u>1991-92</u>				
6 Districts excl. Gilman	165.92	162.07	410.78	374.55
Gilman	256.86	231.17	584.40	525.96

GEA Exhibit 20 was a tabulation which showed that the contracts in eight of the primary comparable districts did not have pro-ration language for insurances, but that six did. It also showed that only one, Gilman, had language specifically restricting insurances to full-time teachers. GEA Exhibit 22 showed that in dental insurance for 1990-91 Gilman was the sixth highest payer at \$45.94 for family dental insurance and the 11th for single premiums at \$11.51. GEA Exhibit 23 shows that in 1991-92 Gilman will be third highest among seven settled districts for the family premium in dental insurance with a payment of \$46.70 and lowest in single premiums with \$11.57.

Discussion. The Board notes that in the actual monthly Board contribution for family health insurance in 1989-90, it contributed \$54.97 more than the average in comparable districts. In 1990-91 this went to \$86.22. The Board is contending that it has been hit particularly hard by the cost of fringe benefits and therefore has a hard time keeping up with salary increases. The Board notes that in two years its contributions have increased over \$1,800 for family insurance benefits. It contends that GEA has not acknowledged this and is proposing an extensive fringe benefit in inclusion of part-time employees. This cost would be \$9,100 or \$190 per teacher.

The Board also notes the GEA proposal that all bargaining unit members must be eligible for participation in the insurance plan. The Board contends that the carrier may not accept this, and if the Board had to negotiate further, the resulting premium would be unacceptable.

GEA argues that the Board's denial of insurance to part-time employees of whom there are four, is a heavy penalty in today's society, and no other district denies such a benefit. Such a practice is also a conference standard.

The arbitrator is of the opinion that the dominant factor here is the high cost to the Board of its participation in the insurance benefit. Though the Board provides a 90% share of the cost as compared to some districts which provide up to 100%, yet the Board cost is the highest, and its costs have mounted substantially over its last contract. Though the benefit proposed by the GEA to part-time employees is almost universal in the comparable districts, yet this factor is outweighed by the Board's present costs which have exceeded the next highest district payment by \$30 a month in 1990-91 and have exceeded the average cost to districts by \$86.22 in that year. To increase this proposed cost by including part-time teachers results in the Board paying even higher insurance costs. Thus the factor of comparability, at least as far as costs are concerned, lies with the lower proposed cost of the Board in its offer.

XV. TOTAL COMPENSATION. Costing of the offers have been shown in Tables I and II foregoing. There are slight differences in the costing. For recapitulation and using Board generated numbers, the total package cost for the Board offers will amount to 10.1% in 1990-91 and 8.96% in 1991-92. For the GEA offer it will be 11.57% in 1990-91 and 9.88% in 1991-92. The Board, citing its Exhibits 30 and 52 states that in 1990-91 the median percent increase in its list of comparables will be 7.5% and the District offer for

total package will be 2.6% above this; whereas the GEA offer will be 4.1% above the median. In 1991-92, the Board says that for 1990-91 the median percent increase for total package among the comparable districts will be 7.1% where the Board increase will be 1.9% above that the the GEA proposed increase 2.8% above it.

In its arguments the Board cites arbitral opinion that total package costs outweighs consideration of comparison for salaries alone.

GEA contends that the Board's tables on total package costs should not be relied on, because they contain too many estimates of costs, particularly for insurance, along with other errors. GEA says that estimates were used in 12 of the 14 districts used by the Board as its comparables. The estimates came from the Wisconsin Association of School Boards.

Discussion. It is understood by the arbitrator that information on total costs, including costs of insurances may contain estimates. On the other hand, in the view of experience, projecting insurance costs to rise is not unreasonable. Thus in absence of contravailing information from GEA, the information supplied on total costs of the Board is what must be judged. The arbitrator believes this Board information is valid enough to conclude that the Board's offer results in total package costs more nearly comparable to the average total package costs in the comparable districts and more nearly conforms to the statutory standard of comparability about total costs.

As to the weight to attribute to this in an overall judgment of the statutory factors, that will be given later in this AWARD.

XVI. COST OF LIVING. The parties did not address this criterion relating to the changes in the cost of living.

XVII. CALENDAR. The parties' calendars for 1990-91 are the same and for 1991-92 they are the same except for two sentences the GEA has added to the calendar. These are, "The first emergency closing day shall be made up by students on May 22 and by teachers on May 26. The third, fifth and following emergency closing days shall be determined by mutual agreement."

An agreement between the teachers then under the Gilman Federation of Teachers had a calendar provision in which the first, third and fifth days were to be made up, and the second and fourth not. The days to be made up were to be made up according to the calendar. Additional days were to be made up by the superintendent.

GEA in its stipulations agreed to re-adopt or maintain this provision relating to the first five snowdays, but by its offer added to the calendar the specific days in which the first emergency day was to be made up and further would require the third and fifth make-up days and any additional days to be arrived at by mutual agreement.

The District in its stipulations did not include this matter but seeks to retain the former language in the new offer. GEA contends that the Board, by not dealing with the issue, is in effect assuming powers not precisely expressed in the Board's offer in that it does not specifically say who is to decide on the make-up days. The superintendent is only given the authority to decide on the days after the fifth day.

The Board contends that under the previous clause it has the right to decide when the emergency days would be made up as within management's rights. It also contends that GEA's position may result in a failure to achieve a mutual agreement without a means of resolution. The GEA proposal might force the days to be made up after Memorial Day which is not entirely suitable for keeping students at the task of learning.

Discussion. An inspection of Board Exhibits 69 through 81 reveals that the practice in the comparable districts is either to specifically designate days when emergency days are to be made up, specifically retain for management the right to designate make-up days, or to rely on a management's rights clause to set the make-up days. Bargaining is limited to the calendar itself and in no case does there appear a clause calling for mutual agreement to make up an emergency day after it has occurred. The Board's offer in this matter is the comparable one.

XVIII. FAIR DISMISSAL. The parties are proposing diverse texts for Article VII, Section P of the proposed agreement. The Board is taking most of the text from the previous language, but changing a word in the first sentence of the previous language so that the sentence reads,

"All regular full-time and regular part-time employees shall serve an evaluation a probationary period of two consecutive school years of teaching."

The Board further makes a change in which the former language is as follows:

"Upon successful completion of the evaluation probationary period, a teacher may not be non-renewed except for reasonable cause or discharge for just cause."

The language proposed by the Board is,

"Upon successful completion of the probationary period, no teacher shall be dismissed or non-renewed without just and sufficient cause."

GEA is proposing, in the first sentence of its offer, this wording:

"No teacher shall be dismissed, non-renewed, suspended, reprimanded, reduced in rank or compensation or otherwise disciplined without just cause."

GEA's offer provided that probationary teachers in the first two years are not subject to the just cause provision, but cannot be non-renewed "for arbitrary and capricious reasons." The Association offer further spells out in detail how a process of fair dismissal is to take place with employees being entitled to GEA representation.

Discussion. The Association is contending that the Board offer is ambiguous in that there are two kinds of appointments called probationary. One type is that of a teacher with less than two years service in the district. The other type relates to a teacher who has tenure, but is placed on probation for some cause. GEA contends its offer clarifies this.

The Board says its change in language strengthens the rights of teachers by applying a just cause standard to dismissal. It holds that the GEA offer is defective in that it gives grievance rights to originally appointed teachers on probation, which is not a comparable standard. The GEA offer would also cause difficulties in cases where teachers are reduced in rank and compensation, such as cutting back on a coach's assignment, and the GEA would deny the right to place a tenured teacher on probation. The Board also objects to the language of the GEA proposal on granting GEA representation, saying that it would hinder the Board in gathering information and would interfere in emergency situations.

A reviewing of contracts in the comparable districts does not reveal any contract with so explicit a discussion of dismissal as either the Board or GEA's. However most of them do not grant probationary employees the right to grieve dismissal, and most of them do not explicitly describe a situation in which an employee receives a probationary warning after having tenure. Presumably ~~14~~ contracts that do not have this explicit form of discipline a Board could attempt to apply it under the right to discipline.

Generally, though, the conditions expressed in its Fair Dismissal clause, make the Board offer reasonable and closer to the prevailing and comparable pattern found in the comparable districts, particularly because none break new ground in giving newly hired probationary employees a right to grieve a dismissal.

XIX. TEACHER EVALUATION. The parties have submitted proposals on teacher evaluation. These provisions are to be Article VII, R and both offers contain a great enlargement of provisions over the previous contract between teachers at Gilman and the Board. Both offers have certain conditions in common: all teachers are to be evaluated; formal evaluation is to be conducted openly. Teachers will have opportunity to see evaluations and respond either in conference or by writing. Teachers will have access to their personnel files and can respond to such material. No derogatory material is to be included without the teacher's knowledge.

There are however considerable differences. The GEA proposal is given in far more detail as to the number of evaluations, and as to the nature and character of the instruments of evaluation and as to uniformity of instruments and evaluating procedures. The GEA specifies length of evaluation and says that if any informal evaluations are conducted by the Board, the teacher must have full knowledge of them. GEA seeks to have these complaints about a teacher made by parents, students, or others to be disclosed to the teacher and be investigated. If it is found that the complaint will be recorded in the teacher's personnel file, such complaint should be in writing and made known to the teacher.

A teacher under the GEA offer must have previous notice of deficiencies.

The Board offer requires teachers to pay for copies of materials in the files if the teacher wants such copies.

Discussion. GEA contends that the Board offer is lacking notice of deficiencies before action can be taken to discipline. GEA objects to paying for file copies, and GEA objects that the Board makes no special guarantees of evaluations.

The Board contends that the GEA proposal is so cumbersome to carry out, that it constitutes an unreasonable proposal. The Board offer on the contrary allows more flexibility. The Board holds that its provision on informal monitoring would occur on a continuing basis in the reasonable expectations that employees would perform to their maximum at all times. The GEA proposal would in effect allow observation of infractions resulting in an evaluation to be overturned when minor infractions are involved, as in the case of observed lateness to work. The Board also objects to having complaints against a teacher signed, although it supports the right of an accused to face the accuser. However under the realities of a small community, particularly business owners or people with children in school may be dissuaded from complaining because of fear of reprisal.

The Board argues that though both proposals basically have merit, the Board's offer is more reasonable.

The GEA in its Exhibits 28A and B shows that in a time line for a response on complaints, the Board offer has 10 working days, three districts have five working days and ten districts have no limitation as to that in the GEA offer. Eight districts have specific number of evaluations per year stated, six have no minimum or maximum like the Board offer and one evaluation is done as deemed necessary. Seven districts are required to give notice of evaluation, five currently do not have to give such notice, and two districts have not settled on this matter. Only one district requires payment for file copies of a teacher's personnel file.

A detailed review of the various contract provisions in the districts reveal that they vary widely in scope and extent. The Loyal provision approaches the GEA offer in detail, and Cadott and Stanley-Boyd districts also are fullsome. Colby is sparse.

What the arbitrator considers as essential is the provision that a teacher know in advance when a district administration considers him or her deficient and warns the teacher. Also what is significant is that a teacher know when a complaint has been lodged, and be given an opportunity to respond lest that complaint be given credence by an administration and somehow influence a formal evaluation. The GEA offer guards against both of these conditions. Therefore, despite the cumbersome detail spelled out in its offer about number of evaluations and control of instruments of evaluation, the arbitrator believes that in addition to the GEA offer on some points being more comparable, it is also more reasonable in meeting the right of an individual to know when unfavorable matter is being lodged against that individual.

XX. LAYOFF AND RECALL. The parties have substantial differences on the subject of layoffs and recall. The Board is proposing the provision in a former agreement which existed between the teachers in the district and the Board. This provision, former Article M, has nine sections. Layoff matters are confined to paragraph nine in which any layoff, recall, or failure to recall cannot be grieved except on the ground that the Board or administration acted in bad faith.

The GEA proposal is a detailed and extensive proposal both for layoff and recall. In comparing the difference of the proposals, the arbitrator perceives as major difference the matters of seniority, of a time line for the Board giving notice on layoff, of insurance benefits and their duration, of explication of what happens when an employee is put on part-time, and of insurance benefits.

As to seniority, the Board's proposal on an individual basis and in comparison with other teachers takes into consideration length of service, overall teaching experience, certification and co-curricular assignments. The GEA proposal takes into account the level, department and subject area. It then applies seniority, but the Board is not precluded from retaining teachers qualified by certification to teach in the District's curriculum.

As to layoff notice, the Board would have layoff notices by May 1, GEA by March 15.

Application of seniority can result in bumping under GEA's offer.

The phenomenon of partial layoff is treated in the GEA offer. Partial layoff is not directly mentioned in the Board offer, though the term "reduction in staff" is referred to.

The Board offer does not refer to any benefits available to a laid off teacher during layoff, but speaks of benefits restored if the teacher is recalled. The GEA provides for all benefits to laid off employees during the first summer, full benefits to the part-time teacher, participation of the laid off employee of full insurance benefits during the entire period of eligibility for recall if the laid off employee pays the District for the costs, and partially laid off employees to have all the rights and benefits of full-time employees except salary and retirement contributions.

Association Exhibit 28 shows that nine of the primary comparable districts use seniority for layoffs, two have exceptions, and three have other factors, Gilman excluded.

The following table has been developed by the arbitrator from Association Exhibit 28 and appended exhibits:

Table XV

COMPARABLE DISTRICT PROVISION ON MAJOR DIVISIONS BETWEEN GILMAN
BOARD AND GEA ON LAYOFF AND RECALL PROVISION

<u>District</u>	<u>Time Line</u>	<u>Seniority</u>	<u>Bumping</u>	<u>Detailed Recall</u>	<u>Ins. Benefit</u>	<u>Length Benefit</u>
Auburndale	6/15	x	x	x	x	Recall period
Augusta	45 da	x	x	x		
Cadott		x	x	x	x	Contr. Yr.
Colby		x		x		
Cornell	30 da	x w/ exemption	x	x	x	Recall period
Fall Creek	5/30	x		x		
Gilman Bd.	5/1	Other factors				
Assn.	3/15	x	x	x	x	Recall period
Greenwood	5/1	x & points		x	x	Contr. Yr.
Loyal		x		x		
Neillsville	30 da	x	x	x	x	Recall period
Osseo- Fairchild		x w/ exemptions		x		
Owen-Withee	5/1	Other factors		x		
Stanley-Boyd		x		x		
Thorp		x		x		

The GEA holds that its layoff and recall procedure provides comparability since most of the comparable districts use seniority. It says that such use of seniority would provide job security and stability for the District also. GEA also says that the matter of partial layoff is addressed by most of the districts and that its proposal offers comparability.

The Board is objecting to a change in the status quo on layoff. It contends that the language used provides the Board with a necessary flexibility to maintain the educational program of the Board, whereas the strict use of seniority would have an impact on extra-curricular activities if a teacher with less seniority who had an important extra-curricular role would have to leave. This might also be true if a layoff based on certification in English removed a teacher who also was a computer coordinator. The District argues that small school districts need some flexibility. No evidence was submitted that the present system worked a hardship.

The Board is arguing against the March 15 time line of the Association, and asserts that its own time line of May 1 provides a critical period for determining staffing needs for the next school year. The Board says it would have to give notices of dismissal to all teachers if the March 15 deadline were adopted.

The Board also objects to the costs involved in extending insurance benefits for the laid off teachers.

Discussion. Reviewing the table above and the arguments of the parties, and the text of the offers, the arbitrator believes that the GEA offer is more comparable and supportable. The greatest concern of the District is that it would lose flexibility in strict application of seniority. The arbitrator believes that this indeed would be the case if seniority was strictly applied. However the GEA proposal as the arbitrator reads it has a very large escape clause, namely, "The provisions of this Article shall not be interpreted to preclude the Board from retaining, in case of staff reduction, a staff of teachers who are qualified by virtue of their certifiability to teach the instructional areas or subjects in the District's curriculum."

The provisions on recall are deficient in the Board offer as compared to other districts, and thus the opinion here is that the GEA offer is the more reasonable.

XXI. DISTANCE LEARNING. GEA is proposing that where a teacher supervises students who are at a remote site learning from a satellite transmitted lesson, that teacher will be responsible only for behavior and will in addition receive 3% of his/her annual salary for each class. In Gilman in 1990-91 two classes of this type were conducted in the morning and three in the afternoon. In the 1991-92 year none are being conducted. There are no comparable districts doing the same.

According to the testimony one teacher did the supervising of students who enrolled in the program, and did it by supervision not in the same room but through a window. The GEA claims the teacher had other responsibilities at the time. The GEA also argues that when an employee receives double assignments, the employee should be compensated. The question should be addressed now, since this type of technology is coming into existence.

The Board, while noting that this new technology exists and that it will pose problems on hours and conditions of work, opposes the GEA proposal of a 3% per supervision period for a teacher. There were only about five or six students supervised, and the students were supervised only for behavior. Under the GEA proposal the teacher in question would have been paid \$708.45 per period each period the teacher supervised. This type of increase is above that proposed for many supervisors of extra-curricular duties. This matter should be left for further negotiations, since there is no compelling need for it now.

Discussion. The arbitrator is of the opinion that the Board position is correct in that this new type of technology should be left for further negotiations, particularly since it is not being engaged in at this moment. There are no comparables upon which to support the GEA proposal here.

XXII. WORK STOPPAGE. The Board in its offer includes a provision from the previous agreement between the teachers at Gilman and the District which calls upon the officers of GEA, agents or employees in GEA to work during the Agreement or until a successor Agreement is reached. However, the provision says that this does not preclude employees embarking on a strike as authorized by Sec. 111.70 (4) (cm) 6. c.

GEA argues that this clause was reached by another union and should not be imposed on a new bargaining agent which GEA is. The current statutes now provide checks and balances in the employees' right to strike, appropriately protecting the employer.

The Board argues that the Union has presented no justification as to why this provision should be deleted. While strikes are illegal for public employees except under very limited circumstances, this provision would allow the Board to take disciplinary action without having to go through the WERC or courts, and is therefore reasonable.

Discussion. In a review of the contracts of comparable districts, the arbitrator finds that only the Cornell contract has a work stoppage clause. The GEA proposal therefore is the most comparable.

XXIII. INTEREST AND WELFARE OF THE PUBLIC AND THE ABILITY OF THE LOCAL UNIT OF GOVERNMENT TO MEET THE COSTS. These two criteria are to be given weight by the arbitrator under the statute. As has been noted earlier in the 1989-90 school year, Gilman with 620 FTE students was the second smallest school district among the 14 primary comparables. Its equalized value at \$101,918 per student was sixth in rank. Its levy rate was fifth. (B 10).

Gilman's total mean income per person in 1989 was 11th among the 14 districts with a mean taxable income of \$17,282. Its mean taxable income also was 11th at \$13,101. Mean tax in Gilman at \$1,013 was also 11th. (BX 11).

46.9% of the Gilman district was classified as agricultural, making it the district with the third highest agricultural land.

Neither party addressed directly the ability of the unit of government to meet the costs of either offer, but the Board strongly argued that it should not have to pay the costs of the Union offer which the Board considers excessively high.

Also, both parties throughout their presentations argued directly that it was in the interest and welfare of the public to have their offer adopted.

Discussion. The arbitrator is of the opinion that the District can afford to meet the costs imposed by the GEA offer which comes to \$36,878 for the first year, higher than the Board offer, and \$50,020 for the second year. These however are not inconsequential sums considering the area is composed nearly half of land classified as agricultural.

The main question then is whether it is in the interest of the public to meet the higher costs of the Union offer from a dollar standpoint. What must be weighed is the low status of the salaries in Gilman in comparisons, but the high status of the costs of insurance paid for by the District. As noted in Table XVI in the Board Brief, the monthly 1990-91 Family Health Insurance premiums paid by the Gilman District comes to \$86.22 more than the average in the comparable districts. This comes to \$1,032 per year as the Board notes.

The arbitrator, after considerable review, is of the opinion that the Board's payment of health insurance premiums, much in excess of the comparable districts, has caused a higher percentage increase in total compensation, and makes it more in the public interest for the Board offer to prevail at this time.

XXIV. OTHER FACTORS. As noted earlier, the parties are not pressing the matters of fair share, grievance procedure or assignments and transfers. Also, the parties did not make comparisons with other municipal employees in their presentations.

XXV. SUMMARY. The following is a summary of the conclusions of the arbitrator with respect to the issues:

1. The Board set of comparable districts is of primary value for comparisons, and the GEA set of secondary value in consideration here.
2. On the matter of wages only, the GEA offer is the more comparable effort to overcome a lagging wage situation of the Gilman District.
3. In extracurricular salaries the GEA is more comparable to the prevailing pattern in comparable districts.
4. The Board offer on insurance provisions, at least as far as costs are concerned, lies with the lower Board cost as far as comparability is concerned.
5. As to total package offers, the Board's offer more nearly conforms to the median of the comparable districts than does the GEA offer.
6. The parties did not address the statutory criterion relating to changes in the cost of living.
7. As to the calendar offers, the Board's offer is the comparable one.
8. The Board offer on Fair Dismissal is more comparable to the comparable districts.
9. As to the offers on teacher evaluation, the GEA offer, despite its cumbersome details, is the more comparable and more reasonable in offering a teacher the know when an unfavorable complaint is being lodged against the teacher.

10. The GEA offer on layoff and recall is the more comparable offer.
11. As to the GEA proposal on "Distance Learning", there are no comparables to support it.
12. On the work stoppage clause which the Board proposes, the GEA proposal to eliminate the clause is most comparable.
13. The District can afford to pay the costs of either offer although the increased costs to a district with 46.9% of land classified as agricultural is not inconsequential.
14. As for the interest and the welfare of the public, the Board's payment of high health insurance costs which causes the high increase in percentage of total costs makes it more in the public interest for the Board offer to prevail at this time.

From the above conclusions, the weights of comparability and reasonableness in the offers accrue to GEA on wages only, extracurricular salaries, teacher evaluation, layoff and recall, and work stoppage. The weights of comparability or reasonableness accrue to the Board offer on insurance provisions, total package, the calendar, fair dismissal, distance learning, and the interest of the public. The arbitrator is of the opinion that the Board offer, particularly as relating to total package increases, is the more weighty and hence the following award.

XXVI. AWARD. The 1990-92 Agreement between the Gilman Education Association and the Gilman School District should include the District offer.

Frank P. Zeidler

FRANK P. ZEIDLER
ARBITRATOR

Date December 21, 1991

Milwaukee, Wisconsin

APPENDIX A

ASSOCIATION EXHIBIT #

CORRECTED 10/18/91

FINAL OFFER
 JULY 31, 1991
 GILMAN EDUCATION ASSOCIATION

The Gilman Education Association proposes that the provisions of the Agreement between the Association and Gilman School District consist of the Stipulated Tentative Agreements and the Final Offer of the Association.

1. Article V - Professional Grievance Procedure - attached
2. Article VII, I (1) - Wage rate shall be \$16.25.
3. Article VII, I (2) -

Athletics

<u>Group A:</u>	<u>Group B</u>	<u>Group C:</u>
\$2,061.55 (1990-91)	\$1,896.63 (1990-91)	\$1,309.36 (1990-91)
\$2,234.72 (1991-92)	\$2,055.94 (1991-92)	\$1,419.35 (1991-92)
Head Football	Head Boys/Girls Track	Assistant Football
Head Basketball	(1 Person Coaches Both	Assistant Basketball
Head Wrestling	Boys and Girls Track)	Assistant Wrestling
Head Volleyball		Assistant Volleyball
		Baseball
		Cross-Country
		Softball

<u>Group D.</u>	<u>Group E:</u>
\$1,139.14 (1990-91)	\$813.48 (1990-91)
\$1,234.83 (1991-92)	\$881.81 (1991-92)
Asst. Boys/Girls Track	Junior High Football
(1 Person Coaches Both	Junior High Basketball
Boys and Girls Track)	Junior High Wrestling
	Junior High Volleyball

Other Activities

	<u>1990-91</u>	<u>1991-92</u>
Class Plays (Per Play)	\$ 390.02	\$ 422.78
Forensics	529.32	573.78
Annual	780.04	845.56
Newspaper	529.32	573.78
Cheerleading Advisor	646.32	700.62
High School Instrumental Band Director	590.61	640.22
High School Vocal Instructor	590.61	640.22
Athletic Director	2,061.55	2,234.72
Academic Decathlon	824.62	893.89

4. Article VII, K - Insurance - attached

FINAL OFFER
JULY 31, 1991
GILMAN EDUCATION ASSOCIATION

*See cancelled
copy*

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\$2,061.55 (1990-91)	\$1,896.63 (1990-91)	\$1,309.36 (1990-91)
\$2,234.72 (1991-92)	\$2,055.94 (1991-92)	\$1,419.35 (1991-92)
Head Football	Head Boys/Girls Track	Assistant Football
Head Basketball	(1 Person Coaches Both	Assistant Basketball
Head Wrestling	Boys and Girls Track)	Assistant Wrestling
Head Volleyball		Assistant Volleyball
		Baseball
		Cross-Country
		Softball

<u>Group D:</u>	<u>Group E:</u>
\$1,139.14 (1990-91)	\$813.48 (1990-91)
\$1,234.83 (1991-92)	\$881.81 (1991-92)
<i>Cost</i> Head Boys/Girls Track	Junior High Football
(1 Person Coaches Both	Junior High Basketball
Boys and Girls Track)	Junior High Wrestling
	Junior High Volleyball

Other Activities

	<u>1990-91</u>	<u>1991-92</u>
Class Plays (Per Play)	\$ 390.02	\$ 422.78
Forensics	529.32	573.78
Annual	780.04	845.56
Newspaper	529.32	573.78
Cheerleading Advisor	646.32	700.62
High School Instrumental Band Director	590.61	640.22
High School Vocational Instructor	590.61	640.22
Athletic Director	2,061.55	2,234.72
Academic Decathlon	824.62	893.89

- 4. Article VII, K - Insurance - attached

*2/1/91
MJD
8/1/91*

5. Article VII, L - Summer Professional Work - Wage rate shall be \$11.00 for 1990-91 and \$12.00 for 1991-92.
6. Article VII, M - Layoff and Recall - attached
7. Article VII, P - Fair Dismissal - attached
8. Article VII, R - Assignment and Transfer - attached
9. Fair Share - attached
10. Distance Learning - attached
11. Teacher Evaluation - attached
12. Appendix A - 1990-91 Salary Schedule - attached
13. Appendix B - 1991-92 Salary Schedule - attached
14. Appendix C - 1990-91 Calendar - attached
15. Appendix D - 1991-92 Calendar - attached

Article V - Professional Grievance Procedure

B. Delete.

C. Outlined Grievance Procedure:

Step 4: If the decision of the Board is not satisfactory to the Association, the grievance may be submitted by the Association to arbitration within ten (10) days of the Board's decision by filing a written notice with the Clerk of the Board.

Any grievance which cannot be settled through the above procedure may be submitted to an arbitrator to be selected as follows:

The Board and the Association shall use their best efforts to select a mutually agreeable arbitrator. If the Board and the Association are unable to agree on the arbitrator within fifteen (15) days, either party may request the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial arbitrators. The Association and the Board shall alternately strike two (2) parties on the slate, with the first strike to be determined by a coin toss. (4.0 ... - ...)

The rest of Paragraph C - NO CHANGE.

D. Delete the second paragraph and replace the last paragraph with the following:

The Grievant shall not be required to discuss any grievance if the Association's representative is not present.

Article VII, K - Insurance

K. Categories:

Effective with the 1990-92 contract, each employee will be eligible to enroll in any one of the following fringe benefit categories for which he or she is eligible.

SINGLE CATEGORY: Employees without dependents are eligible to enroll in this category. Persons who enroll will receive single health and dental benefits and long-term disability benefits. The board shall provide the long-term disability benefits without cost to the employee and will pay 90% of the cost of health and dental benefits for full-time employees and a prorated share for part-time employees.

FAMILY CATEGORY: Persons with dependents are eligible to enroll in this category. Persons who enroll will receive family health and dental benefits and long-term disability benefits. The board shall provide the long-term disability benefits without cost to the employee and will pay 90% of the cost of health and dental benefits for full-time employees and a prorated share for part-time employees.

Changes in Categories:

1. Employees enrolled in the single category may later change to any other category for which they are eligible if such application is made within 30 days of the date they become eligible for such benefits.

K1 Benefits.

1. Health:

Health insurance benefits shall be the benefits of the WPS-HMP in effect on July 1, 1990 and as improved by state-mandate.

2. Long-Term Disability:

LTD benefits shall be the WEAIT Long Term Disability Plan with 90% benefits, 60-day qualification with interruption, Social Security Freeze, and cost of living adjustment.

3. Dental:

Dental benefits shall be the carrier and plan in effect on July 1, 1990 and as improved by state-mandate.

4. Policy Change:

A change in policy shall be by mutual agreement

K2 Eligibility

All bargaining unit employees will be eligible to participate in the plan.

K3 Effective Date:

Employees are eligible for benefits on their first day of active employment.

K4 Period of Board Contribution:

1. For persons who terminate employment in the middle of a school year, benefits will be terminated on the last day of employment. Contributions for plans which may be carried by an individual beyond the last date of employment either by law or by plan provision shall paid entirely by the employee.
2. For those who terminate employment, but who have completed the school year, the board will provide contributions for coverage through the month of August for those plans the employee is eligible to continue.

Article VII, M - Layoff and Recall

Section 1.

When the Board, in its discretion, determines to reduce the number of bargaining unit positions (full layoff) or the number of hours in any position (partial layoff) for the forthcoming school year because of such reasons as a decrease in enrollment, budgetary or financial limitation, education program changes or to reduce staff for reasons other than the performance or conduct of the teacher the provisions set forth hereafter shall apply.

Section 2.

- a. Prior to implementing any layoff(s), the Board shall notify the Association in writing of the position(s) which it has determined to reduce, together with its reasons for the reduction(s).
- b. Layoffs of teachers shall be implemented in accordance with a time frame consistent with the provisions of Sec. 118.22, Stats. The Board shall give written notice to the teachers it has selected for layoff for the ensuing school year on or before March 15 of the school year during which the teacher holds a contract. The layoff of each teacher shall commence on the date that he or she completes the teaching contract for the current school year.
- c. The Board shall simultaneously provide the Association with copies of all layoff notices which it sends to employees pursuant to this section and all other communication with employees related to layoff and recall.

Section 3. Selection for Reduction

In the implementation of reductions under this Article, individual teachers shall be selected for full or partial layoff in accordance with the following steps:

Step 1 Attrition. Normal attrition resulting from employees retiring or resigning will be relied upon to the extent it is administratively feasible in implementing layoffs.

Step 2 Preliminary Selection. The Board shall select employees for a reduction in the grade level, department or subject area affected by such reduction(s) in the order of the employee(s)' length of service in the District, commencing with the employee in such level, department or area with the shortest service (least seniority).

The provisions of this Article shall not be interpreted to preclude the Board from retaining, in case of staff reduction, a staff of teachers who are qualified by virtue of their certifiability to teach the instructional areas or subjects in the District's curriculum.

Step 3

Bumping. Any employee who is selected for reduction pursuant to Step 2, above, may elect in writing, within ten (10) days of receipt of a layoff notice, to assume the assignment, or that portion of the assignment which will allow the employee to retain a position substantially equivalent in hours and compensation to the position the employee held prior to receiving notice of layoff, of the employee with the shortest length of service in the District who holds an assignment for which the former employee is qualified.

Any employee who is replaced pursuant to this Step may similarly elect to replace another employee in the District as provided in this Step. The Board shall notify employees, in writing, of their selection through bumping, within 24 hours after it has occurred.

Step 4

Refusal of Partial Layoffs. Any employee who is selected for a reduction in hours (partial layoff) and who is not able to exercise bumping rights under Step 3 to retain a position with hours and compensation substantially equivalent to the hours and compensation the employee presently holds, may choose to be fully laid off, without loss of any rights and benefits as set forth.

Section 4. Seniority.

For purposes of this Article, the commencement of an employee's service in the District shall be the first day of employment under his/her initial contract and, where two (2) or more employees began employment on the same day seniority shall be determined by lot.

For purposes of this Article, an employee's service in the District shall not include any period of time in which the employee has worked for the District in a non-bargaining unit, administrative or managerial capacity. Regular part-time employees shall accrue seniority on a pro-rata basis, based upon the percentage of a full-time contract worked by the employee.

An interruption in continuous District employment due to a leave of absence, medical leave, maternity, child-rearing or adoption leave, or layoff shall not cause the loss of prior accumulated seniority. An interruption in employment due to other causes shall result in the loss of prior accumulated seniority; provided, however, that an employee entering a non-bargaining unit position with the district shall be allowed to retain prior accumulated seniority for two (2) years which shall expire on the third September first following layoff.

No later than December 1 of any school year, the Board and the Association shall develop a mutually-agreable seniority list, which shall rank all eligible employees, according to their length of service in the District, as determined above.

Section 5. Recall.

If the District has a vacant position or a portion of a position available for which a laid off employee is qualified as determined above, the employee shall be notified of such position and offered employment in that position, commencing as of the date specified in such notice. Under this section, employees on layoff will be contacted and recalled for a position in reverse order of their layoff. In the event two (2) or more employees who are so qualified were laid off on the same date, the Board shall select the employee who has the longest service in the District as determined above. Recall rights under this section shall extend to employees on partial layoff (i.e., those employees whose hours have been reduced).

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

Any and all recall rights granted to an employee on layoff pursuant to this Article shall terminate upon the earlier of (i) the expiration of such employee's recall rights period, or (ii) such employee's failure to accept within fourteen (14) days an offer of recall, as provided in this section, to a position substantially equivalent in hours and compensation to that from which the employee was laid off. For purposes of this Article, the term "employee's recall rights period" is two (2) years following the employee's most recent layoff, the two-year period ending on the third September first following layoff.

A full-time employee on layoff status may refuse recall offers of part-time, substitute or other temporary employment without loss of rights to the next available full-time position for which the employee is certified. Full-time employees on layoff status shall not lose rights to a full-time position by virtue of accepting part-time or substitute appointments with the District.

No new appointments may be made by the District while there are employees who have been laid off or reduced in hours who are available and qualified to fill the vacancies.

Section 6. Benefits During Layoff.

Employees who are laid off shall remain eligible for inclusion in all of the District's group insurance programs under the same terms and conditions as are applicable to all regular members of the bargaining unit, during the summer immediately following the employee's layoff notice. However, employees who are not fully laid off shall continue to receive benefits paid by the District as though their contracts had not been reduced.

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

Employees on full layoff will be eligible for inclusion in all of the District's group insurance programs, to the extent such policies allow their eligibility, provided the laid off employee reimburses the District for the full premium for such coverage. Such eligibility shall continue during the employee's recall rights period, except that it shall be suspended while the employee is employed on a full-time basis for another employer.

Employees on full layoff shall retain the same amount of seniority, based upon length of service in the District as set forth in Section 4, above, and the same amount of sick leave as she or he had accrued as of the date she or he was laid off. If a laid off employee is recalled, such employee shall again begin to accrue full seniority and sick leave.

Partially laid off employees, who were laid off from full-time employment, shall have all the rights and privileges of full-time bargaining unit members under this Agreement, with the exceptions of salary and retirement contributions (which shall be prorated), shall accrue full seniority while on partial layoffs, as set forth in Section 4, above, and shall accrue full sick leave.

Section 7. Grievance Procedure.

If an employee or the Association contends that the Board has violated any of the provisions of this Article, they may file a grievance beginning at the District Administrator level of the Grievance Procedure under this Agreement, no later than sixty (60) days after receiving final notice of layoff under the Sections above or within sixty (60) days of knowledge of the violation.

Article VII, P - Fair Dismissal

No teacher shall be dismissed, non-renewed, suspended, reprimanded, reduced in rank or compensation or otherwise disciplined without just cause.

Teachers new to the district shall serve a probationary period of two (2) years, during which time the just cause standard for non-renewal shall not apply. However, such non-renewal shall not be for arbitrary or capricious reasons.

1. All employees shall be entitled to Association representation, upon request, at any meeting, interview or conference with the District or its agent(s) which is reasonably likely to result in disciplinary action against the employee or which has as its purpose the gathering of information intended to or reasonably likely to have such a result.
2. The District shall advise the employee of the purpose(s) of the meeting, interview or conference at the time that the employee is directed to meet with the District or its agent(s).
3. In the event that an Association representative is unavailable to meet with the employee and the District's agent(s) at the scheduled time and place, the District shall make a reasonable effort to reschedule the meeting in order to accommodate the employee's right to have Association representation.
4. An employee shall have the right to consult privately with his/her Association representative prior to any meeting, interview or conference which falls within the criteria described above in Section 1.
5. No employee may be disciplined for refusing to participate without an Association representative, in any meeting, interview or conference which falls within the criteria described above in Section 1.

Article VII, R - Assignment and Transfer

Section 1 - Posting of Vacant Teaching Positions and Reassignment Positions

Notice of vacant teaching positions and reassignment positions to be filled shall be posted for no less than five (5) working days at the Main School District Office and a copy shall be sent to the President of the Association or her/his agent. Notices posted during the summertime shall be posted at the Main School District Office for five (5) days and a copy shall be sent to the President of the Association or her/his agent. Such notice shall contain the date of posting, level and type of teaching position, the qualifications needed for the position, name and location of school (if known), and the name of the person to whom the written application is to be returned

Section 2 - Transfers

- a. Current bargaining unit members shall have the opportunity to apply for posted positions by submitting a letter of application to the person listed on the posted notice.
- b. Nothing in this section shall be construed to limit the District's rights as found in Article IV of this agreement

Section 3 - Administration-Initiated (Involuntary) Transfers

The Administration shall inform all teacher K-12 of tentative class assignments by May 1. If a change of assignment occurs, the affected teacher shall be notified in writing immediately. Any teacher reassigned after July 1 will receive \$100 unless the reassignment was requested by the teacher. A person reassigned after July 1 shall have ten (10) days [two (2) weeks] to terminate his/her contract without being subjected to the \$350 termination penalty

Article VII, R - Assignment and Transfer

Section 1 - Posting of Vacant Teaching Positions and Reassignment Positions

Notice of vacant teaching positions and reassignment positions to be filled shall be posted for no less than three (5) working days at the Main School District Office and a copy shall be sent to the President of the Association or her/his agent. Notices posted during the summertime shall be posted at the Main School District Office for five (5) days and a copy shall be sent to the President of the Association or her/his agent. Such notice shall contain the date of posting, level and type of teaching position, the qualifications needed for the position, name and location of school (if known), and the name of the person to whom the written application is to be returned.

Section 2 - Transfers

- a. Current bargaining unit members shall have the opportunity to apply for posted positions by submitting a letter of application to the person listed on the posted notice.
- b. Nothing in this section shall be construed to limit the District's rights as found in Article IV of this agreement.

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FAIR SHARE AGREEMENT

- A. All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws.
- B. The District shall deduct in equal installments from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the Association, as provided in section 111.70(1)(f), Wis. Stats., and as certified to the District by the Association. The District shall pay said amount to the treasurer of the Association on or before the end of the month in which such deduction was made. The date for the commencement of these deductions shall be determined by the Association; however, all employees, except exempt employees, shall be required to pay their full fair share assessment regardless of the date on which their fair share deductions commence. The District will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.
1. For purposes of this Article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the District pursuant to Article VII Q (8) (Dues Deduction) or paid to the Association in some other manner authorized by the Association. The Association shall notify the District of those employees who are exempt from the provisions of this Article and shall notify the District of any changes in its membership affecting the operation of the provisions of this Article.
 2. The Association shall notify the District of the amount certified by the Association to be the fair share of the cost of representation by the Association and the date for the commencement of fair share deductions prior to any required fair share deduction.
- C. The Association agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the District of any change in the amount of such fair share costs.
- D. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Association will place in an interest-bearing escrow account any disputed fair share amounts.

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

DISTANCE LEARNING

Section 1: Supervision The remote site supervising teacher will only be responsible for the behavioral supervision of the remote site students (unless certified in the area of the class).

Section 2: Payment Any teacher assigned to supervise remote site students during the teacher's preparation period or during the time the teacher has been assigned other responsibilities by the District will be paid an additional compensation of 3% of her/his annual schedule salary per semester for each period so affected.

Teacher Evaluation

Section 1. All teachers shall be evaluated pursuant to reasonable, job-related and uniformly applied evaluation criteria and written evaluation instruments, developed for the evaluated teachers' respective instructional levels (elementary and secondary), to insure that teacher performance is measured consistently by all persons charged with the responsibility for the evaluation of teachers.

No bargaining unit employee may be assigned to evaluate the performance of any other bargaining unit employee, for purposes of transfer, promotion, demotion, discipline and/or continued employment. No bargaining unit employee may be assigned self-evaluation.

During the first three (3) weeks of school, the District shall orient all teachers regarding evaluative procedures, instruments and criteria. If the evaluation instrument is changed, all teachers shall be oriented.

All monitoring or observation of the performance of a teacher for purposes of teacher evaluation shall be conducted openly and with the full knowledge of the teacher. The use of mechanical eavesdropping devices is prohibited.

Section 2. Evaluation.

- a. All formal evaluations shall be conducted with the full knowledge of the teacher. All formal evaluation observations shall be for a minimum of thirty (30) minutes. Evaluator(s) shall be physically present during the classroom observation. Evaluation observations shall be scheduled at least 30 days apart.
- b. Each evaluator shall use the same evaluation form/instrument in evaluating all teachers teaching at the same instructional level.
- c. A written record of the evaluation -- the evaluation form -- will be prepared and signed by both the evaluator and the teacher being evaluated. The teacher being evaluated will be given a copy of the completed evaluation form to be placed in the teacher's personnel file. The teacher shall acknowledge receipt of the copy by signing the evaluation form. Signature by the teacher does not necessarily indicate agreement with the evaluation, but rather that the teacher has seen the evaluation and received a copy. A teacher shall not be required to sign a blank or incomplete evaluation form. The teacher being evaluated may require that his/her written response to the evaluation be attached to the evaluation form and included in his/her personnel file.
- d. A conference concerning the evaluation may be requested by the teacher. The conference, if requested, shall take place at a mutually agreeable time within ten (10) working days of the evaluation.
- e. The District shall conduct at least three (3) formal evaluations each school year, as part of the evaluation process for first and second year teachers. Teachers with more than two (2) years experience shall have at least one (1) formal evaluation each school year.

Section 3 Informal Observations or Evaluations

All informal observations or evaluations of teachers shall be conducted with the full knowledge of the teacher. If an informal observation results in any entry in the teacher's file, a written copy shall be provided to the teacher within three (3) working days of the observation. The teacher being observed may require that his/her written response to the observation report be attached to that report. A post-observation meeting between the teacher and the evaluator shall be held if requested by either the teacher or the evaluator.

Section 4. Personnel File of Teacher

Evaluation records shall be kept on file as part of each teacher's personnel file. A teacher shall have the right, upon request, to review the contents of his or her personnel file; to have a representative of the Association accompany him/her during such review; to receive copies of any material contained in that personnel file; to respond in writing to any materials which the District has included in the teacher's personnel file, and to have that written response included in the personnel file; and to secure the removal of any inaccurate informational material contained in the teacher's personnel file. No separate file shall be kept that is not available for the teacher's inspection. The provisions of this section shall not be interpreted or applied in a manner contrary to state law [e.g. WI ST Chapter 19 (Subchapter II), WI ST 103.13] and shall not require disclosure or review of materials exempt under WI ST 103.13.

Section 5 Use of Evaluation Reports

No disciplinary action such as suspension, discharge, nonrenewal or contract reduction may be taken by the District with respect to a teacher, based upon that teacher's evaluations, unless the District has previously provided the teacher with written notice of all alleged job performance deficiencies, which must be specifically described.

Section 6. Complaints

Any complaints regarding a teacher made to any member of the administration or Board by a parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated. If it is determined by the investigation that the complaint is of such nature that it will be recorded in the teacher's personnel file, such complaints shall be in written form and signed by the complainant. Only those complaints which are signed by the complaining party(ies) may be entered in the teacher's personnel file. After the teacher has been given the opportunity to read the complaint, the teacher may respond in writing and have the reply attached to the complaint in her/his personnel file.

Appendix A

SALARY SCHEDULE

SCHOOL DISTRICT OF GILMAN

1990-91 SALARY SCHEDULE

STEP	BA	BA+8	BA+15	BA+23	MA	MA+8	MA+15
0	19200	19680	20160	20640	21600	22080	22560
1	19765	20255	20745	21235	22215	22705	23195
2	20330	20830	21330	21830	22830	23330	23830
3	20895	21405	21915	22425	23445	23955	24465
4	21460	21980	22500	23020	24060	24580	25100
5	22025	22555	23085	23615	24675	25205	25735
6	22590	23130	23670	24210	25290	25830	26370
7	23155	23705	24255	24805	25905	26455	27005
8	23720	24280	24840	25400	26520	27080	27640
9	24285	24855	25425	25995	27135	27705	28275
10	24850	25430	26010	26590	27750	28330	28910
11	25415	26005	26595	27185	28365	28955	29545
12	25980	26580	27180	27780	28980	29580	30180
13		27155	27765	28375	29595	30205	30815
14			28350	28970	30210	30830	31450
15					30825	31455	32085

In addition to the above schedule, the District will make a six percent (6%) [6 1% effective 1/1/91] contribution (gross salary) on the part of each teacher, to the State Teacher's Retirement Fund.

Appendix B

SALARY SCHEDULE

SCHOOL DISTRICT OF GILMAN

1991-92 SALARY SCHEDULE

STEP	BA	BA+8	BA+15	BA+23	MA	MA+8	MA+15
0	20120	20680	21240	21800	22920	23480	24040
1	20765	21335	21905	22475	23615	24185	24755
2	21410	21990	22570	23150	24310	24890	25470
3	22055	22645	23235	23825	25005	25595	26185
4	22700	23300	23900	24500	25700	26300	26900
5	23345	23955	24565	25175	26395	27005	27615
6	23990	24610	25230	25850	27090	27710	28330
7	24635	25265	25895	26525	27785	28415	29045
8	25280	25920	26560	27200	28480	29120	29760
9	25925	26575	27225	27875	29175	29825	30475
10	26570	27230	27890	28550	29870	30530	31190
11	27215	27885	28555	29225	30565	31235	31905
12	27860	28540	29220	29900	31260	31940	32620
13		29195	29885	30575	31955	32645	33335
14			30550	31250	32650	33350	34050
15					33345	34055	34765

In addition to the above schedule, the District will make a six percent (6%) [6.1% effective 1/1/91] contribution (gross salary) on the part of each teacher, to the State Teacher's Retirement Fund

SCHOOL DISTRICT OF GILMAN
BOARD PROPOSED CALENDAR 1990-91

AUGUST	M	T	W	T	F
					(17)
	(20)	21	22	23	24
	27	28	29	30	31

JANUARY	M	T	W	T	F
		*1]	2	3	4
	7	8	9	10	11
	(14)	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

SEPTEMBER	M	T	W	T	F
	*3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

FEBRUARY	M	T	W	T	F
					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	

OCTOBER	M	T	W	T	F
	1	2	3	4	5
	8	9	10	11	(12)
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

MARCH	M	T	W	T	F
					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	[29

NOVEMBER	M	T	W	T	F
				1	(2)
	5	6	7	8	9
	12	13	14	15	16
	[19	20	21	*22	23]
	26	27	28	29	30

APRIL	M	T	W	T	F
	1]	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			

DECEMBER	M	T	W	T	F
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	[24	*25	26	27	28
	31				

MAY	M	T	W	T	F
			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	(24)

* Holiday - No School
() Teacher Inservice
Graduation - May 24

[] Vacation
Thanksgiving Vacation - Nov. 19-23
Christmas Vacation - Dec. 24-Jan. 1
Easter Vacation - March 29-April 1

(P/T Conferences - (November 1-Eve and November 2)
End of Quarter: October 24, January 11, March 15, and May 23

SCHOOL DISTRICT OF GILMAN
BOARD PROPOSED CALENDAR 1990-91

<u>DATES</u>		<u>TEACHING DAYS</u>	<u>CONTRACT DAYS</u>
<u>AUGUST</u>		9	11
17 and 20	Inservice Days		
21	First Day of School		
<u>SEPTEMBER</u>		19	20
3	Labor Day		
<u>OCTOBER</u>		22	23
12	Inservice Day		
24	End of Quarter		
<u>NOVEMBER</u>		16	18.5
1	P/T, Eve Conference 1/2 Day Inservice		
2	P/T. Conferences - Inservice Day		
19-23	Thanksgiving Vacation		
22	Thanksgiving Day		
<u>DECEMBER</u>		15	16
24-Jan. 1	Christmas Vacation		
25	Christmas Day		
<u>JANUARY</u>		21	23
1	New Year's Day		
2	School Resumes		
11	End of Quarter		
14	Inservice Day		
<u>FEBRUARY</u>		20	20
<u>MARCH</u>		20	20
15	End of Quarter		
29-April 1	Easter Vacation		
<u>APRIL</u>		21	21
2	School Resumes		
<u>MAY</u>		17	17.5
23	End of Quarter		
24	1/2 Day - Inservice Day		
24	Graduation		
		180	190

SCHOOL DISTRICT OF GILMAN
PROPOSED CALENDAR 1991-92

AUGUST	M	T	W	T	F
				(15)	(16)
	19	20	21	22	23
	26	27	28	29	30

JANUARY	M	T	W	T	F
			*1]	2	3
	6	7	8	9	10
	(13)	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

SEPTEMBER	M	T	W	T	F
	*2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

FEBRUARY	M	T	W	T	F
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

OCTOBER	M	T	W	T	F
		1	2	3	4
	7	8	9	10	(11)
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

MARCH	M	T	W	T	F
	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

NOVEMBER	M	T	W	T	F
					(1)
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	[25	26	27	*28	29]

APRIL	M	T	W	T	F
				1	2
	6	7	8	9	10
	13	14	15	16	[17
	20]	21	22	23	24
	27	28	29	30	

DECEMBER	M	T	W	T	F
	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	[23	24	*25	26	27
	30	31			

MAY	M	T	W	T	F
					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	(22)

* Holiday - No School
() Teacher Inservice
Graduation - May 22

[] Vacation
Thanksgiving Vacation - Nov. 25-29
Christmas Vacation - Dec. 23-Jan. 1
Easter Vacation - April 17-April 20

(P/T Conferences - (October 31-Eve and November 1)
End of Quarter: October 22, January 10, March 17, and May 21

The first emergency closing day shall be made up by students on May 22 and by teachers on May 26. The third, fifth, and following emergency closing days shall be determined by mutual agreement.

SCHOOL DISTRICT OF GILMAN
PROPOSED CALENDAR 1991-92

<u>DATES</u>		<u>TEACHING DAYS</u>	<u>CONTRACT DAYS</u>
<u>AUGUST</u>		10	12
15 and 16	Inservice Days		
19	First Day of School		
<u>SEPTEMBER</u>		20	21
2	Labor Day		
<u>OCTOBER</u>		22	23.5
11	Inservice Day		
22	End of Quarter		
31	P/T Eve Conference 1/2 Day Inservice		
<u>NOVEMBER</u>		15	17
1	P/T Conferences - Inservice Day		
18-22	Thanksgiving Vacation		
21	Thanksgiving Day		
<u>DECEMBER</u>		15	16
23-Jan. 1	Christmas Vacation		
25	Christmas Day		
<u>JANUARY</u>		21	23
1	New Year's Day		
2	School Resumes		
10	End of Quarter		
13	Inservice Day		
<u>FEBRUARY</u>		20	20
<u>MARCH</u>		22	22
17	End of Quarter		
<u>APRIL</u>		20	20
17-20	Easter Vacation		
21	School Resumes		
<u>MAY</u>		15	15.5
21	End of Quarter		
22	1/2 Day - Inservice Day		
22	Graduation		
		180	190

Name of Case: SCHOOL DISTRICT OF GILMAN CASE 19 NO. 44218 INT/ARB-5701

The following, or the attachment hereto, constitutes our final offer for the purposes of 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. Further, we do not authorize the inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

August 1, 1991
(Date)

Steven H. Rouse
(Representative)

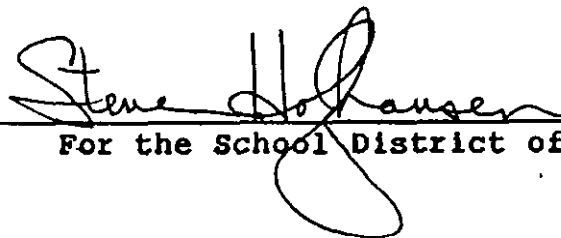
On behalf of: School District of Gilman

**FINAL OFFER
OF THE
SCHOOL DISTRICT OF GILMAN**

March 25, 1991

This offer of the School District of Gilman shall include the previous agreement with the Gilman Federation of Teachers, the tentative agreements between the School District of Gilman and the Gilman Education Association and any attached modifications.

This offer shall be effective from July 1, 1990, and shall remain in force and effect through June 30, 1992.

A handwritten signature in cursive script, appearing to read "Steve H. Hansen", is written over a horizontal line.

For the School District of Gilman

APPENDIX B

Replaces the 3rd page of Board Exhibit 1

BOARD FINAL OFFER - MARCH 25, 1991

1. ARTICLE VI - WORK STOPPAGE PROHIBITED

- A. REPLACE "Federation" with "Association" wherever it occurs in this paragraph.
- B. REPLACE "Federation" with "Association" wherever it occurs in this paragraph.

2. ARTICLE VII - PROVISIONS OF THIS AGREEMENT

I. Extra Pay

(2) Other Pay Provisions

Athletics

<u>Group A</u>	<u>Group B</u>	<u>Group C</u>
(1990-91) \$2,025.00	(1990-91) \$1,750.00	(1990-91) \$1,286.00
(1991-92) \$2,147.00	(1991-92) \$1,855.00	(1991-92) \$1,363.00
Head Football	Head Boys/Girls Track	Assistant Football
Head Basketball	(1 person coaches both	Assistant Basketball
Head Wrestling	boys and girls track)	Assistant Wrestling
Head Volleyball		Assistant Volleyball
		Baseball
		Cross-country
		Softball

<u>Group D</u>	<u>Group E</u>
(1990-91) \$1,050.00	(1990-91) \$ 799.00
(1991-92) \$1,113.00	(1991-92) \$ 847.00
Asst. Boys/Girls Track	Junior High Football
(1 person coaches both	Junior High Basketball
boys and girls track)	Junior High Wrestling
	Junior High Volleyball

<u>Other Activities</u>	<u>1990-91</u>	<u>1991-92</u>
Class Plays (Per Play).....	\$ 383.00	\$ 406.00
Forensics.....	\$ 520.00	\$ 551.00
Annual.....	\$ 766.00	\$ 812.00
Newspaper.....	\$ 520.00	\$ 551.00
Cheerleading Advisor.....	\$ 635.00	\$ 673.00
High School Instrumental Band Director....	\$ 580.00	\$ 615.00
High School Vocal Instructor.....	\$ 580.00	\$ 615.00
Athletic Director.....	\$2,025.00	\$2,147.00
Academic Decathlon.....	\$ 810.00	\$ 859.00

BOARD FINAL OFFER - MARCH 25, 1991

1. ARTICLE VI - WORK STOPPAGE PROHIBITED

- A. REPLACE "Federation" with "Association" wherever it occurs in this paragraph.
- B. REPLACE "Federation" with "Association" wherever it occurs in this paragraph.

2. ARTICLE VII - PROVISIONS OF THIS AGREEMENT

I. Extra Pay

(2) Other Pay Provisions

Athletics

Group A
 (1990-91) \$2,025.00
 (1991-92) \$2,147.00

Group B
 (1990-91) \$1,750.00
 (1991-92) \$1,855.00

Group C
 (1990-91) \$1,286.00
 (1991-92) \$1,363.00

Head Football
 Head Basketball
 Head Wrestling
 Head Volleyball

Head Boys/Girls Track
 (1 person coaches both
 boys and girls track)

Assistant Football
 Assistant Basketball
 Assistant Wrestling
 Assistant Volleyball
 Baseball
 Cross-country
 Softball

Group D
 (1990-91) \$1,050.00
 (1991-92) \$1,113.00

Group E
 (1990-91) \$ 799.00
 (1991-92) \$ 847.00

Asst. Boys/Girls Track
 (1 person coaches both
 boys and girls track)

Junior High Football
 Junior High Basketball
 Junior High Wrestling
 Junior High Volleyball

Other Activities

	<u>1990-91</u>	<u>1991-92</u>
Class Plays (Per Play).....	\$ 383.00	\$ 406.00
Forensics.....	\$ 520.00	\$ 551.00
Annual.....	\$ 810.00	\$ 859.00
Newspaper.....	\$ 520.00	\$ 551.00
Cheerleading Advisor.....	\$ 635.00	\$ 673.00
High School Instrumental Band Director....	\$ 580.00	\$ 615.00
High School Vocational Instructor.....	\$ 580.00	\$ 615.00
Athletic Director.....	\$2,025.00	\$2,147.00
Academic Decathlon.....	\$ 810.00	\$ 859.00

3. ARTICLE VII - PROVISIONS OF THIS AGREEMENT

K. Insurance

- (1) The District agrees to pay 90% per month toward the family plan health insurance premium and pay 90% per month towards the single plan health insurance premium for full-time employees with the WPS-SMP Health Insurance Plan or equivalent for two (2) years (1990-91 and 1991-92).
- (2) The District agrees to pay 90% per month toward the family plan dental insurance premium and pay 90% per month towards the single plan dental insurance premium for full-time employees.
- (3) The policy shall be mutually acceptable.
- (4) Effective July 1, 1991, the District agrees to provide long-term disability insurance for all full-time employees.

4. ARTICLE VII - PROVISIONS OF THIS AGREEMENT

P. Fair Dismissal Policy - All regular full-time and regular part-time employees shall serve a probationary period of two (2) consecutive school years. During such period of time, the employee's performance shall be evaluated and deficiencies discussed. During such period of time, any Board action to terminate a teacher for inadequate performance shall not be reviewable in the grievance procedure. Board action to discharge for disciplinary reasons shall be reviewable using the arbitrary and capricious standard. Upon successful completion of the probationary period, no teacher shall be dismissed or non-renewed, without just and sufficient cause.

Any teacher may be placed on probation for the ensuing school year for just and sufficient cause. During this probation period, the teacher shall not receive the annual experience increment.

If the teacher's performance is subsequently determined to be satisfactory, the teacher shall be placed on the salary schedule for the ensuing school year as if the probation had not occurred. However, the teacher shall not be reimbursed the monetary value of the experience increment withheld for the prior school year(s).

Nothing in this procedure shall prohibit the Board of Education from discharging or otherwise disciplining a teacher during the term of the individual contract for just an sufficient cause. Any teacher contract can be terminated by mutual agreement under special circumstances deemed satisfactory to the Board and an individual teacher.

4. ARTICLE VII - PROVISIONS OF THIS AGREEMENT

R. Teacher Evaluation

Section 1 - Evaluation

- a. All teachers shall be evaluated by the Administration.
- b. During the beginning weeks of school, the District shall orient all new teachers regarding evaluative procedures, instruments and criteria. If the evaluation instrument is changed, all teachers shall be oriented.
- c. The Board and the Association recognize that employee evaluation is a continuous process and that informal evaluation shall occur on a continuing basis. However, the parties agree that any formal monitoring or observation of work performance of an employee will be conducted openly and with the full knowledge of the employee.
- d. A written record of the formal evaluation--the evaluation form--will be prepared and signed by both the evaluator and the teacher being evaluated. The teacher being evaluated will be given a copy of the completed form to be placed in the teacher's personnel file. The teacher shall acknowledge receipt of the copy by signing the evaluation form. Signature by the teacher does not necessarily indicate agreement with the evaluation, but rather that the teacher has seen the evaluation and has received a copy. A teacher shall not be required to sign a blank or incomplete evaluation form. The teacher shall have an opportunity to submit a written response to the evaluation within ten (10) working days of the evaluation or conference described in paragraph e below. The evaluation and response shall be placed in the teacher's personnel file.
- e. A conference concerning the evaluation may be requested by the teacher. The conference, if requested, shall take place at a mutually agreeable time.
- f. The District shall conduct formal evaluations as deemed necessary by the Administration.

Section 2 - Personnel File of the Teacher

- a. Evaluation records shall be kept on file as part of each teacher's personnel file. A teacher shall have the right, upon written request and at a time that is mutually agreeable to the teacher and the Administration, to review the contents of his/her personnel file; to have a representative of the Association present during such review; to receive copies, at the teacher's expense, of any material contained in that personnel file; to respond in writing to any materials which the District has included in the teacher's personnel file within ten (10) working

days of the material being added to the file; and to have that written response included in the personnel file. The provisions of this section shall not be interpreted or applied in a manner which is contrary to state law (e.g. Chapter 19 and Section 103.13, Wis. Stats.) and shall not require disclosure or review of material which the District has determined is exempt under Section 103.13, Wis. Stats.

- b. No materials related to a teacher's job performance or the District's evaluation of the teacher's job performance (including, but not limited to, parent complaints or supervisor's evaluative notes or records) may be included in a teacher's personnel file unless that teacher has first been shown the material and given an opportunity to respond in writing.

5. ASSIGNMENT AND TRANSFER (NEW)

Section 1 - Posting of Vacant Teaching Positions and Reassignment Positions

Notice of vacant teaching positions and reassignment positions to be filled shall be posted for no less than five (5) working days at the Main School District office and a copy shall be sent to the President of the Association or his/her agent. Such notice shall contain the date of posting, level and type of teaching position, the qualifications needed for the position, name and location of school (if known), and the name of the person to whom the written application is to be returned.

Section 2 - Transfers

- a. Current bargaining unit members shall have the opportunity to apply for posted positions by submitting a letter of application to the person listed on the posting notice.
- b. Transfer Article VII Q (3) from the current collective bargaining agreement to this section.
- c. Nothing in this Section shall be construed to limit the District's rights as found in Article IV of this agreement.

6. FAIR SHARE AGREEMENT (NEW)

- A. All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws.
- B. The District shall deduct in equal installments from the monthly earnings of all employees in the collective bargaining unit, except

exempt employees, their fair share of the costs of representation by the Association, as provided in Section 111.70 (1)(f), Wis. Stats., and as certified to the District by the Association. The District shall pay said amount to the treasurer of the Association on or before the end of the month after such deduction was made. The date for the commencement of these deductions shall be determined by the Association; however, all employees, except exempt employees, shall be required to pay their full fair share assessment regardless of the date on which their fair share deductions commence. The District will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.

1. For purposes of this Article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the District pursuant to Article VII Q (8) (Dues Deduction) or paid to the Association in some other manner authorized by the Association. The Association shall notify the District of those employees who are exempt from the requirements of this Article and shall notify the District of any changes in its membership affecting the operation of the provisions of this Article.
 2. The Association shall notify the District of the amount certified by the Association to be the fair share of the costs of representation by the Association and the date for the commencement of fair share deductions at least thirty (30) working days prior to any required fair share deduction.
- C. The Association agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relation Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the District in writing of any change in the amount of such fair share costs at thirty (30) working days prior to the effective date of such change.
- D. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of state and federal law which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Association will place in an interest-bearing escrow account any disputed fair share amounts.
- E. The Association does hereby indemnify and shall save the District harmless against any and all claims, demands, suits or other forms of liability, including court costs, that shall arise out of or by reasons of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the District pursuant to this Article; provided that the defense of any

~~such claims, demand, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.~~

7. APPENDIX A AND C - 1990-91 AND 1991-92 SALARY SCHEDULES

See Attached.

8. APPENDIX B AND D - 1990-91 AND 1991-92 CALENDARS

See Attached.

Appendix A

SALARY SCHEDULE

SCHOOL DISTRICT OF GILMAN

1990-91 SALARY SCHEDULE

STEP	BA	BA+8	BA+15	BA+23	MA	MA+8	MA+15
0	19422	19729	20035	20342	20955	21261	21568
1	19980	20298	20615	20933	21568	21885	22203
2	20539	20867	21196	21524	22181	22509	22838
3	21097	21437	21776	22115	22794	23134	23473
4	21656	22006	22356	22707	23407	23758	24108
5	22214	22575	22937	23298	24020	24382	24743
6	22772	23144	23517	23889	24633	25006	25378
7	23331	23714	24097	24480	25247	25630	26013
8	23889	24283	24677	25071	25860	26254	26648
9	24447	24852	25258	25663	26473	26878	27283
10	25006	25422	25838	26254	27086	27502	27918
11	25564	25991	26418	26845	27699	28126	28553
12	26122	26560	26998	27436	28312	28750	29188
13		27130	27579	28027	28925	29374	29823
14			28159	28619	29538	29998	30458
15					30151	30622	31093

In addition to the above schedule, the District will make a six percent (6%) [6.1% effective 1/1/91] contribution (gross salary) on the part of each teacher, to the State Teacher's Retirement Fund.

Appendix C
SALARY SCHEDULE
SCHOOL DISTRICT OF GILMAN
1991-92 SALARY SCHEDULE

STEP	BA	BA+8	BA+15	BA+23	MA	MA+8	MA+15
0	20587	20912	21237	21562	22212	22537	22862
1	21179	21516	21852	22189	22862	23199	23535
2	21771	22119	22467	22816	23512	23860	24208
3	22363	22723	23083	23442	24162	24522	24881
4	22955	23326	23698	24069	24812	25183	25554
5	23547	23930	24313	24696	25462	25845	26228
6	24139	24533	24928	25322	26111	26506	26901
7	24730	25137	25543	25949	26761	27168	27574
8	25322	25740	26158	26576	27411	27829	28247
9	25914	26344	26773	27202	28061	28491	28920
10	26506	26947	27388	27829	28711	29152	29593
11	27098	27550	28003	28456	29361	29813	30266
12	27690	28154	28618	29082	30011	30475	30939
13		28757	29233	29709	30661	31136	31612
14			29848	30336	31311	31798	32285
15					31960	32459	32958

In addition to the above schedule, the District will make a six percent (6%) (6.1% effective 1/1/91) contribution (gross salary) on the part of each teacher, to the State Teacher's Retirement Fund.

**SCHOOL DISTRICT OF GILMAN
BOARD PROPOSED CALENDAR 1990-91**

AUGUST	M	T	W	T	F
					(17)
(20)	21	22	23	24	
27	28	29	30	31	

JANUARY	M	T	W	T	F
		*1]	2	3	4
7	8	9	10	11	
(14)	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

SEPTEMBER	M	T	W	T	F
*3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

FEBRUARY	M	T	W	T	F
					1
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28		

OCTOBER	M	T	W	T	F
1	2	3	4	5	
8	9	10	11	(12)	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

MARCH	M	T	W	T	F
					1
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	[29	

NOVEMBER	M	T	W	T	F
				1	(2)
5	6	7	8	9	
12	13	14	15	16	
[19	20	21	*22	23]	
26	27	28	29	30	

APRIL	M	T	W	T	F
1]	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				

DECEMBER	M	T	W	T	F
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
[24	*25	26	27	28	
31					

MAY	M	T	W	T	F
			1	2	3
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	(24)	

* Holiday - No School
() Teacher Inservice
Graduation - May 24

[] Vacation
Thanksgiving Vacation - Nov. 19-23
Christmas Vacation - Dec. 24-Jan. 1
Easter Vacation - March 29-April 1

(P/T Conferences - (November 1-Eve and November 2)
End of Quarter: October 24, January 11, March 15, and May 23

SCHOOL DISTRICT OF GILMAN
BOARD PROPOSED CALENDAR 1990-91

<u>DATES</u>		<u>TEACHING DAYS</u>	<u>CONTRACT DAYS</u>
<u>AUGUST</u> 17 and 20 21	Inservice Days First Day of School	9	11
<u>SEPTEMBER</u> 3	Labor Day	19	20
<u>OCTOBER</u> 12 24	Inservice Day End of Quarter	22	23
<u>NOVEMBER</u> 1 2 19-23 22	P/T Eve Conference 1/2 Day Inservice P/T Conferences - Inservice Day Thanksgiving Vacation Thanksgiving Day	16	18.5
<u>DECEMBER</u> 24-Jan. 1 25	Christmas Vacation Christmas Day	15	16
<u>JANUARY</u> 1 2 11 14	New Year's Day School Resumes End of Quarter Inservice Day	21	23
<u>FEBRUARY</u>		20	20
<u>MARCH</u> 15 29-April 1	End of Quarter Easter Vacation	20	20
<u>APRIL</u> 2	School Resumes	21	21
<u>MAY</u> 23 24 24	End of Quarter 1/2 Day - Inservice Day Graduation	17	17.5
		180	190

**SCHOOL DISTRICT OF GILMAN
PROPOSED CALENDAR 1991-92**

AUGUST					
M	T	W	T	F	
			(15)	(16)	
19	20	21	22	23	
26	27	28	29	30	

JANUARY					
M	T	W	T	F	
			*1]	2	3
	6	7	8	9	10
(13)	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

SEPTEMBER					
M	T	W	T	F	
*2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30					

FEBRUARY					
M	T	W	T	F	
	3	4	5	6	7
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

OCTOBER					
M	T	W	T	F	
	1	2	3	4	
7	8	9	10	(11)	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

MARCH					
M	T	W	T	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

NOVEMBER					
M	T	W	T	F	
				(1)	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
[25	26	27	*28	29]	

APRIL					
M	T	W	T	F	
			1	2	3
6	7	8	9	10	
13	14	15	16	[17	
20]	21	22	23	24	
27	28	29	30		

DECEMBER					
M	T	W	T	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
[23	24	*25	26	27	
30	31				

MAY					
M	T	W	T	F	
					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	(22)

* Holiday - No School
() Teacher Inservice
Graduation - May 22

[] Vacation
Thanksgiving Vacation - Nov. 25-29
Christmas Vacation - Dec. 23-Jan. 1
Easter Vacation - April 17-April 20

(P/T Conferences - (October 31-Eve and November 1)
End of Quarter: October 22, January 10, March 17, and May 21

**SCHOOL DISTRICT OF GILMAN
PROPOSED CALENDAR 1991-92**

<u>DATES</u>		<u>TEACHING DAYS</u>	<u>CONTRACT DAYS</u>
<u>AUGUST</u>		10	12
15 and 16	Inservice Days		
19	First Day of School		
<u>SEPTEMBER</u>		20	21
2	Labor Day		
<u>OCTOBER</u>		22	23.5
11	Inservice Day		
22	End of Quarter		
31	P/T Eve Conference 1/2 Day Inservice		
<u>NOVEMBER</u>		15	17
1	P/T Conferences - Inservice Day		
18-22	Thanksgiving Vacation		
21	Thanksgiving Day		
<u>DECEMBER</u>		15	16
23-Jan. 1	Christmas Vacation		
25	Christmas Day		
<u>JANUARY</u>		21	23
1	New Year's Day		
2	School Resumes		
10	End of Quarter		
13	Inservice Day		
<u>FEBRUARY</u>		20	20
<u>MARCH</u>		22	22
17	End of Quarter		
<u>APRIL</u>		20	20
17-20	Easter Vacation		
21	School Resumes		
<u>MAY</u>		15	15.5
21	End of Quarter		
22	1/2 Day - Inservice Day		
22	Graduation		
		180	190