

CONTRACT

between

Eau Claire Board of Education

and

Eau Claire Association of Educators

July 1, 2007 – June 30, 2008

July 1, 2008 – June 30, 2009

TABLE OF CONTENTS
EAU CLAIRE ASSOCIATION OF EDUCATORS CONTRACT

Resolution 7

ARTICLE I 7-10

 A. Recognition of the Association 7

 B. Management Rights 7

 C. Negotiations 8

 D. Meetings 8

 1. ABC Committee Meetings..... 8

 2. Faculty Meetings 8

 3. Board and Association Meetings 8

 E. Association Leave Days 9

 F. Association Dues..... 9

 G. Fair Share Agreement 9

ARTICLE II – Fair Practices in Accordance with Federal and/or State Statutes 11

 A. Non-Discrimination..... 11

 B. Equal Rights 11

 C. American With Disabilities Act..... 11

ARTICLE III – Salaries and Fringe Benefits 11-17

 A. Salary 11

 1. Salary Schedule..... 11

 2. Increments/Extra-Curricular Activities 12

 3. Hourly Rates 12

 4. Extended Employment..... 12

 5. Summer School 12

 6. Pay Schedule 12

 a. Annual Installments 12

 b. Extra-Curricular Duties 12

 c. Seasonal Increments..... 12

 d. Longevity 13

 8. Advancement on Salary Schedule 13

 B. Health and Prescription Drug Insurance 13

 C. Dental Insurance 14

 D. Life Insurance..... 14

 E. Wisconsin Retirement System..... 14

 F. Disability Insurance..... 14

 G. Employee Assistance Program 15

 H. Early Retirement 15

 1. Early Retirement Stipend 15

 2. Early Retirement Insurance for Employees Hired Before July 1, 2008..... 16

a. Premium Contribution	16
b. Health Insurance	16
c. Dental Insurance	17
3. Defined Contribution for Employees Hired On or Before July 1, 2008	17
 ARTICLE IV – Leave Benefits	 17-24
A. Sick Leave	17
1. General Provisions	17
2. Extended Sick Leave	18
3. Worker’s Compensation and Sick Leave	18
4. Summer School	18
5. Perfect Attendance	19
B. Bereavement Leave	19
C. Personal Leave Day	19
D. Pay Deduct Leave	20
E. Emergency Leave	20
F. Child Rearing Leave	20
G. Professional Development Leave	21
H. Leaves of Absence	21
1. Salary and Benefits	21
2. Duration of Leave	21
3. Percent Limitation	21
4. Returning from Leave	22
Types of Leaves of Absence	22
1. Association Service	22
2. Civil Participation Leave	22
3. In-District Administrative Leave	22
4. Military Service	23
5. Other Personal Leaves	23
6. Personal Illness	23
7. Study at a College or University	23
8. Teacher Exchange Program	23
9. Unusual Conditions	24
I. Job Share Requests	24
 ARTICLE V – Employment Conditions	 24-30
A. School Calendar	24
B. Teaching Day	24
1. Standard Day – Elementary (K-5)	24
2. Standard Day – Secondary (6-12)	25
3. Reduction from a Standard Day – Elementary (K-5)	25
4. Reduction from a Standard Day – Secondary (6-12)	25
5. Addition to a Standard Day – Elementary (K-5)	25
6. Addition to a Standard Day – Secondary (6-12)	25
7. Preparation Time	25
8. Elementary, Art, Music, and Physical Education	26

9.	Structured Planning Time.....	26
10.	Leaving School Premises.....	27
11.	Lunch Period.....	27
12.	Noon Hour Duties.....	27
13.	Teachers Lounge.....	27
14.	Work Day Minutes.....	27
15.	Bargaining Impact.....	27
C.	Class Sizes.....	27
D.	Complaints/Working Conditions.....	28
E.	Extra-Curricular Activities.....	28
1.	Assignments.....	28
2.	Resignations.....	28
3.	Contractual Assignment.....	28
4.	Voluntary Assignment.....	28
5.	Insufficient Student Participation.....	29
F.	Other Employment Conditions.....	29
1.	Certificate of Good Health.....	29
2.	Certification.....	29
3.	Contract.....	29
4.	CPR Licensure.....	29
5.	Home Visits/Homebound Teachers.....	29
6.	Inclement Weather.....	29
7.	Notices, Communication, Bulletins.....	29
8.	Student Teacher Assignment.....	29
9.	Students with Physical/Emotional Problems.....	29
10.	Teaching License.....	29
ARTICLE VI – Teacher Assignments and Reassignments.....		30-33
A.	Assignments with Teaching Certificate.....	30
B.	Preference of Assignment.....	30
C.	Prospective Schedule.....	30
D.	Teacher Assigned Rooms.....	30
E.	Assumption of Temporary Administrative Duties.....	30
F.	Resignation.....	30
G.	Seniority/Employment Rights.....	31
1.	Definition of Seniority.....	31
2.	Types of Seniority.....	31
a.	Continuous Seniority.....	31
b.	Suspended Seniority.....	31
3.	Eligibility for Seniority/Reemployment.....	31
a.	New Employees (Less than Half-time).....	32
b.	New Employees (Half-time or More).....	32
c.	New Employees (Mid-year Hires).....	32
d.	Long-term Substitutes.....	32
e.	Layoff.....	32
4.	Termination of Seniority.....	32

H.	Vacancies	33
1.	Vacancy Posting	33
2.	Posting Dates	33
3.	Posting Location	33
4.	Summer School Vacancies	33
5.	Vacancies After July 31	33
6.	Vacancies Before July 31	33
I.	Special Funded Programs	33
ARTICLE VII –	Emergency Contracts and Substitutes	34
A.	Vacancies Filled by Emergency Contracts	34
B.	Seniority and Probation for Emergency Contracts	34
C.	Substitutes (Long-term)	34
ARTICLE VIII –	Grievance and Complaint Procedures	34-37
A.	Definitions	34
B.	Preface	35
C.	Procedures for Grievances	36
ARTICLE IX –	Reduction in Work Force	37-40
A.	Layoff Procedures	37
a.	Definition of Qualified	37
b.	Benefits	38
c.	Seniority/Employment Rights	38
d.	Notice to Employee	38
e.	Insurance	38
f.	Involuntary Reduction	38
B.	Recall Procedures	38
C.	Voluntary Reduction	39
D.	Voluntary/Involuntary Transfer	39
ARTICLE X –	Supervision/Evaluation and Discipline	40-43
A.	Supervision and Evaluation	40
1.	Probationary Educator	40
2.	Educator	41
3.	Educator in Need of Assistance	42
4.	Extending Probationary Period	42
B.	Employment File	42
C.	Teacher Discipline	43
ARTICLE XI –	Conformity to Law – Savings Clause	44

ARTICLE XII – Acceptance of Agreement.....	45
APPENDIX A – Salaries	46-50
A. Salary Schedule Training Classifications.....	46
B. Criteria for Lane Changes and Supplementary Compensation.....	46
C. Salary Schedule Advancement	47
D. Teacher’s Salary Schedule – 2007-08	49
E. Teacher’s Salary Schedule – 2008-09	49
F. Teacher’s Pay Scale: Blending PI-34 with Existing Scale	50
APPENDIX B – Increments/Extra-Curricular Activities.....	51-56
A. Definitions.....	51
B. Longevity Pay for Elective Incremental Activities.....	51
C. District Increments	51
D. Elementary Increments	53
E. Middle School Increments	54
F. High School Increments	55
G. Department Head Increments.....	57
APPENDIX C – Pay for Other Events	58
A. Pay for Clinics or Workshops	58
B. Pay for Hourly Rates	58
C. Pay for IEPS	58
D. Pay for School Trips	58
E. Pay for Traveling Teachers	58
APPENDIX D – Association Dues Deduction Form	59
APPENDIX E – Seniority Bands	60-62
ECAE Negotiating Team and Board of Education	63

1 THIS AGREEMENT, MADE AND ENTERED INTO, effective as of the first day of July, 2007,
2 by and between the Board of Education of the Eau Claire Area School District, herein and
3 after referred to as the Board, and the Eau Claire Association of Educators, herein and
4 after referred to as the Association.
5

6 During the duration of this agreement, either the Board or Association will be granted
7 one re-opener, with the purpose of the reopening of the contract being confined to one
8 issue. The re-opener would occur for only non-monetary items.
9

10 The parties recognize that during the term of this contract, language may be necessary
11 to accommodate program changes. Such contract changes, however, shall not be
12 effective unless executed in writing and signed by the Board of Education and the Eau
13 Claire Association of Educators. The written waiver shall sign forth the provision(s) of
14 the contract to be modified, replacement language (if any) and the duration of the
15 contract waiver.
16

17 **ARTICLE I**

18 **A. RECOGNITION OF THE ASSOCIATION**

19 The Board recognizes the Association as the exclusive bargaining representative of the
20 eligible employees, consisting of all certified personnel under contract by the Board
21 including classroom teachers, and other special teachers, but excluding all administrative
22 personnel with supervisory responsibilities.
23
24
25

26 Supervisory personnel would include anyone who spends at least 50% of his/her time on
27 administrative or supervisory duties and has limited direct contact with children.
28

29 The Superintendent and building principal shall receive by October 1 the names of the
30 Association building representatives.
31

32 **B. MANAGEMENT RIGHTS**

33 The Board hereby retains and reserves unto itself all powers, rights, authority, duties and
34 responsibilities conferred upon and vested in it by the laws and the Constitution of the
35 State of Wisconsin and of the United States.
36
37

38 1. The Board shall have the right to the executive management and administrative
39 control of the school system and its properties and facilities.
40

41 2. The Board shall have the right to direct all teachers in the performance of
42 necessary work functions. This power shall not be exercised in a manner which
43 will defeat the specific provisions or basic purposes of this Agreement. The
44 powers or authority which the Board has not officially abridged, delegated, or
45 modified by this Agreement are retained by the Board.
46
47

1 3. It is understood by the parties that every incidental duty and detail connected
2 with each position or operation in any assignment or job description is not
3 specifically set forth and that the assignment of new responsibilities shall be
4 subject to the formation of reasonable work rules.
5

6 In the exercise of the powers, rights, authority, duties and responsibilities by the Board,
7 the use of judgment and discretion in connection therewith shall not be exercised in an
8 arbitrary or capricious manner nor in violation of the terms of this Agreement, Section
9 111.70 of the Wisconsin Statutes nor in violation of the laws of the Constitution of the
10 State of Wisconsin and of the United States.
11

12 **C. NEGOTIATIONS**

13
14 The Board shall provide to the Association, upon request, information about the school
15 district when necessary to negotiations or necessary for the proper enforcement of the
16 terms of this Agreement. This information is to be obtained from available public
17 records.
18

19 Whenever meetings are held with the Board of Education or the Administration
20 respecting negotiations of the collective bargaining agreement, the parties shall suffer no
21 loss of pay if such meetings are held during work hours.
22

23 **D. MEETINGS**

24
25 1. **ABC Committee Meetings.** The principal of a school shall meet, when
26 requested, with the Association Building Committee (ABC) or its representative to
27 discuss school operations and questions relating to the implementation of this
28 Agreement. The ABC Committee will consist of the following: Elementary
29 buildings (3-5) teachers; Secondary building (4-9) teachers. Proposed changes in
30 procedures or questions relating to existing procedures shall be subject for
31 discussion at such meetings.
32

33 The ABC Committee of each building will work with the building principal in
34 developing a plan outlining how to increase certified staff attendance at parental
35 involvement activities, such as orientation, back to school nights, parent teacher
36 association/organization activities, open houses, and parent/teacher conferences.
37

38 2. **Faculty Meetings.** When faculty meetings are called, the Association shall have
39 the right to bring items of interest to the faculty at the conclusion of the meeting
40 and after non-members have been permitted to leave. The Board of Education,
41 as in the past, will make buildings available for Association meetings on a space
42 available basis.
43

44 3. **Board and Association Meetings.** It is the desire of the Board and of the
45 Association to further communications between the two groups by holding
46 meetings at the request of either group to discuss matters whether or not related
47 to the implementation of the contract.
48

1 **E. ASSOCIATION LEAVE DAYS**

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

Should the Association send representatives to local, state or national conferences or other business pertinent to Association affairs, these representatives shall be excused without loss of pay, provided that the Association notifies the Superintendent of Schools or designee at least two (2) days prior to the requested leave except in the event of an emergency.

The Association shall be granted up to thirty-five (35) days release time per school year. Ten (10) of these days shall be designated for attendance at professional development conferences.

F. ASSOCIATION DUES

The Board agrees to continue to deduct Association dues from the wages of each employee who voluntarily authorizes such deduction in writing by signing the form set forth in Appendix D, Page 59. The Association shall notify the Board of the certified amount to be deducted according to Plan A two weeks prior to the first pay period each year. The Association also agrees to inform the Board of any subsequent change during the year thirty (30) days before the effective date of change.

All funds collected by the Board as a result of such deductions shall be promptly remitted to the appropriate financial officer designated by the Association. The Board agrees to provide the Association with a list of employees from whom such regular Association dues were deducted with each monthly remittance to the Association.

G. FAIR SHARE AGREEMENT

1. 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 made available to all employees who apply, consistent with the Association's constitution and bylaws.
2. The Board 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), Wisconsin Statutes, and as certified to the Board by the Association. The Board 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 Board will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

- a. For purposes of the Article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the Board pursuant to Article I, Section F (Page 9, Line 13), or paid to the Association in some other manner authorized by the Association. The Association shall notify the Board of those employees who are exempt from the provisions of this Article and shall notify the Board of any changes in its membership affecting the operation of the provisions of this Article.
 - b. The Association shall notify the Board 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.
3. The Association agrees to certify to the Board 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 Board of any change in the amount of such fair share costs.
4. 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.
5. The Association and the Wisconsin Education Association Council do hereby indemnify and shall save the Board harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Board, when Board 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 Board, 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 Board 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE II
FAIR PRACTICES IN ACCORDANCE WITH FEDERAL AND/OR STATE STATUTES

A. NON-DISCRIMINATION

1. The Association agrees that it will admit to its membership all persons who are eligible in accordance with its constitution without discrimination on the basis of race, color, creed, national origin, gender, marital status, age, handicap, or sexual orientation, membership or participation in or association with the activities of any employee organization.
2. The Board agrees to follow a policy of not discriminating against any employees on the basis of race, color, creed, national origin, gender, marital status, age, handicap, or sexual orientation, membership or participation in or association with the activities of any employee organization.
3. The Board further agrees that teacher application forms and oral interviews shall omit therefrom any reference to the teacher applicant's membership in teacher-employee organizations in compliance with Wisconsin Statutes, Section 111.70.

B. EQUAL RIGHTS

It is agreed that the principle of equal pay for equal work be observed for comparable work and that all fringe benefits shall apply to all employees under this Agreement.

C. AMERICANS WITH DISABILITIES ACT

Nothing in this agreement shall preclude the Board from taking all steps necessary to comply with the Americans With Disabilities Act. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

ARTICLE III
SALARIES AND FRINGE BENEFITS

A. SALARY

1. **Salary Schedule.** The salary schedule and the eligibility requirements therefore are set forth in Appendix A (Page 46) attached hereto and are part of this Agreement.

Teachers employed who have previous qualified teaching experience will receive full credit for their experience up to three (3) years. Salary schedule placement of teachers with more than three (3) years of teaching experience will be made by the Superintendent of Schools (or designee). In no event shall credit exceed more than ten (10) years of experience, nor shall credit exceed the actual years taught. New teacher employees who have served in the armed forces due to a national emergency shall receive credit for military service not to exceed five (5)

1 years and to be included as credit for outside teaching. Teaching credit shall be
2 allowed only to veterans who, upon separation from service, returned to teacher
3 training or teaching at the nearest semester break following their separation. In
4 no event shall credit be given if more than six (6) months have elapsed from date
5 of separation to return to teacher training or teaching. The six (6) month period
6 does not apply to anyone separated at a time during the school year when the
7 semester break exceeds six (6) months from the date of separation.
8

- 9 2. **Increments/Extra-Curricular Activities.** The salary schedule for increments
10 and extra-curricular activities and the requirements therefore are set forth in
11 Appendix B (Page 51) attached and are part of this Agreement.
12
- 13 3. **Hourly Rates.** The salary schedule for work which has been agreed to be paid
14 on an hourly rate, such as curriculum writing and maintenance of instructional
15 equipment are set forth in Appendix C (Page 58, Line 15) attached and are part
16 of this agreement.
17
- 18 4. **Extended Employment.** Additional employment beyond the basic 189 days
19 shall be paid at the full basic salary schedule rate. Less than full time work
20 during the extended employment period will be prorated accordingly.
21
- 22 5. **Summer School.** Teaching of summer school will be paid at the hourly rate of
23 the base of the bachelor's salary lane for each hour actually taught (for sick leave
24 usage, see Page 18, Line 41).
25
- 26 6. **Pay Schedule.**
- 27 a. **Annual Installments.** All employees are to be paid annually in twenty-
28 six (26) equal installments. Employees hired before July 1, 1989, will
29 have the option to receive a pay check in hand or through direct deposit
30 to their designated financial institution. Employees hired on or after July
31 1, 1989, will be paid through direct deposit to their designated financial
32 institution. When a contract is terminated during the contract period, final
33 payment will be made no later than the second pay period following the
34 last day the employee works.
35
- 36 b. **Extra-Curricular Duties.** Employees performing extra-curricular duties
37 for high schools may opt to receive compensation in two pay periods. The
38 first pay period will be the first payroll check issued after mid-point of the
39 season. The second pay period will be the first pay check after the end of
40 the season. End of season will be defined by WIAA standards.
41
- 42 c. **Seasonal Increments.** Those employees receiving seasonal increments
43 for middle school activities will be paid at the end of the quarter the
44 activity was conducted. Note: The employee must sign a form at the
45 **Central** Office indicating this preference by September 30 of each year;
46 otherwise, the increments will be paid equally on the twenty-six (26)
47 installments.
48

1 d. Longevity. Employees with twenty (20) satisfactory years of service to
2 the Board of Education as an employee herein defined shall receive a 3%
3 increment per year in addition to the salary schedule. This percentage will
4 be based on the beginning rate of the Bachelor's Degree Schedule.
5 (Appendix A – Salary Schedule, Page 46.)
6

7 7. **Advancement on Salary Schedule.** Half-time teachers will advance one full
8 increment on the salary schedule following each year of successful teaching.
9

10 **B. HEALTH AND PRESCRIPTION DRUG INSURANCE**

11
12 For 2007-2008, hospital, surgical and prescription drug insurance will be paid by the
13 Board of Education at a monthly rate up to \$1,380.00 for a family plan, up to \$1,082.00
14 for a limited family plan and up to \$531.00 for a single plan. The rate for 2008-2009 will
15 be 93% of the hospital, surgical, and prescription drug insurance premium. Effective July
16 1, 2008, the health insurance will include a \$1,000 (single)/\$2,000 (limited family/family)
17 deductible plan (MIC PP \$1,000-20/\$2,000-20) with the Board paying the deductible via
18 an Health Reimbursement Arrangement (HRA).
19

20 Teachers working less than full time shall have their hospital and surgical insurance
21 payments prorated to correspond to their work day. Teachers who have qualified for
22 (worked at least half-time prior to July 1, 1978) or received hospitalization benefits, and
23 whose employment by the Board of Education has been uninterrupted, except for
24 recognized leaves of absence, will have the right to have insurance paid by the Board of
25 Education to 93% of the premium.
26

27 The Board of Education will pay up to the existing insurance premium to the insurance
28 company or to the prepaid Group Medical Plan as directed by the teacher. Unless
29 changed by mutual consent of the parties to this Agreement, health-surgical and
30 prescription drug benefits shall be maintained at the same level as in effect on July 1,
31 2008.
32

33 It is agreed that payment towards family coverage will be provided where the employee
34 has one or more dependents as hereinafter defined: A "dependent" means the spouse
35 (husband or wife) of the employee and their unmarried children (including stepchildren
36 and adopted children). Said children shall cease to be dependents at the end of the
37 month in which they marry, or at the end of the calendar year in which they attain the
38 age of twenty-five (25) years, whichever shall occur first. The terms of the insurance
39 contract shall prevail.
40

41 Married employees in the Eau Claire Area School District shall have their choice of two
42 single plans for insurance or a family insurance plan. If they choose the family plan, they
43 will have that plan paid in full regardless of the cost of the plan.
44

45 In the event of the death of a teacher, the full insurance benefits as provided by the
46 Board of Education will be granted to the surviving family for six (6) months.
47
48

1 Married employees in the Eau Claire Area School District who are covered under a family
2 plan shall be guaranteed insurability in the event of the death of the spouse who is
3 primary insured.
4

5 **C. DENTAL INSURANCE**
6

7 Dental insurance is paid for by the Board of Education at a monthly rate of up to \$99.08
8 for a family plan, and up to \$41.70 for a single plan for 2007-2008. The rate for 2008-
9 2009 will be 93% of the dental premium paid by the Board of Education.
10

11 Unless changed by mutual consent of the parties to this Agreement, dental benefits shall
12 be maintained in effect on June 1, 1985, at the same level as in effect July 1, 2008.
13

14 Teachers working less than full time shall have their dental insurance payments prorated
15 to correspond to their work day. Teachers who have qualified for (worked at least half-
16 time prior to July 1, 1978) or received dental insurance benefits, and whose employment
17 by the Board of Education has been uninterrupted, except for recognized leaves of
18 absence, will have the right to have insurance paid by the Board of Education to 93% of
19 the premium.
20

21 Married employees in the Eau Claire Area School District shall have their choice of two
22 single plans for dental insurance or a family dental insurance plan. If they choose the
23 family dental plan, they will have that plan paid in full regardless of the cost of the plan.
24

25 In the event of the death of a teacher, the full insurance benefits as provided by the
26 Board of Education will be granted to the surviving family for six (6) months.
27

28 Married employees in the Eau Claire Area School District who are covered under a family
29 plan shall be guaranteed insurability in the event of the death of the spouse who is
30 primary insured.
31

32 **D. LIFE INSURANCE**
33

34 The Board of Education will make life insurance available to employees. This life
35 insurance premium shall be paid by the Board of Education. Also, the Board of Education
36 will provide an opportunity for the employee to purchase additional group term insurance
37 at the employee's expense.
38

39 **E. WISCONSIN RETIREMENT SYSTEM**
40

41 The Board of Education will pay the employee's required contribution in full to the
42 Wisconsin Retirement System, effective July 1, 2008.
43

44 **F. DISABILITY INSURANCE**
45

46 The Board has agreed to offer disability insurance that provides 90% benefit. Disability
47 insurance and sick leave will not be paid concurrently. In the event a duplicate payment
48

1 is made due to any circumstances, this duplicate payment will be paid back to the
2 insurance carrier by the employee.

3
4 Employee health insurance premiums will be paid by the Board of Education at the same
5 level as active teachers during the first six months of receiving long term disability
6 benefits.

7
8 **G. EMPLOYEE ASSISTANCE PROGRAM**

9
10 The Board of Education will make an Employee Assistance Program available to
11 employees. The Employee Assistance Plan shall have the same benefits as were
12 provided under the EAP in place in the 2006-2007 school year.

13
14 **H. EARLY RETIREMENT**

15
16 Any teacher retiring under this plan shall write a letter to the Superintendent no later
17 than April 1 of the last year of proposed regular employment expressing his/her intent to
18 participate in the early retirement program. An exception may be approved by the
19 superintendent and/or his/her designee in cases of provable emergency or extenuating
20 circumstances.

21
22 Any teacher retiring under this plan shall be carried to the completion of his/her
23 program.

24
25 Early retirement (stipend or insurance) cannot begin during the school year except for
26 special circumstances approved by the Superintendent. This program cannot be used in
27 conjunction with disability insurance. Employees who are given approval to retire during
28 the school year are not eligible to receive the benefit of the increased stipend of the next
29 year's settlement.

30
31 1. **Early Retirement Stipend.** For employees hired before July 1, 2004, the Board
32 of Education shall offer an early retirement stipend to teachers who elect to
33 retire, provided the teacher has attained the minimum age of 55 and has a
34 minimum of 25 years of teaching experience (these years are years of service and
35 not necessarily seniority years) of which fifteen (15) were in the Eau Claire Area
36 School District. The amount of the stipend shall be 25% of the designated salary
37 schedule step based upon the Agreement negotiated for the year following
38 retirement. An additional one percent (1%) of the designated salary schedule
39 step will be paid for each year of service at the Eau Claire Area School District
40 beginning with the sixteenth (16th) year through the twenty-fifth (25th) year (to a
41 maximum of 35%).

42
43 The stipend will be paid monthly over a five (5) year term.

44
45 The designated salary schedule step used to calculate early retirement benefits is
46 BS 1st Step.

47
48

1 The stipend paid to full time teachers shall be paid in a manner set forth above.
2 However, if the early retiree has taught less than full-time at some time during
3 his/her years of service in the Eau Claire Area School District, the retiree shall
4 have the amount figured as if the retiree was full-time and then multiply this
5 amount by the full-time equivalence of the teacher's service at the District, on a
6 percentage basis. The figure used for years of District service will never be larger
7 than twenty-five (25); the percentage never exceeds 100%.

8
9 **2. Early Retirement Insurance for Employees Hired Before July 1, 2008.**

- 10
11 a. **Premium Contribution.** The Board of Education will provide to all early
12 retirement program participants hospital-surgical, prescription drug, and
13 dental insurances until the employee reaches normal medicare age. If the
14 employee qualifies for medicare prior to normal medicare age, the Board
15 premium contribution granted under this section will be applied to a
16 medicare supplemental plan until normal medicare age is attained. The
17 District's contribution will be capped at the dollar amount in effect for
18 similarly situated active employees in the school year following retirement
19 unless the contribution that school year is less than the District's
20 contribution in the year of retirement. If the District's premium
21 contribution in the school year following retirement is less than in the year
22 of retirement, the District's premium contribution will be the dollar amount
23 contributed for active employees in the year of retirement. Any additional
24 amounts for the cost of coverage shall be paid by the teacher to the
25 District on a monthly basis.
- 26
- 27 i. Early retirees who retire in or before the 2007-2008 school year
28 shall have the District's premium contribution capped at a dollar
29 amount equal to the District's contribution to family coverage for
30 active employees in the school year after retirement;
- 31
- 32 ii. Early retirees who retire in the 2008-2009 school year shall have
33 the District's premium contribution capped at a dollar amount
34 equal to the District's contribution to limited family (for those with
35 single or limited family coverage) or family coverage for active
36 employees in the school year after retirement; and
- 37
- 38 iii. Early retirees who retire in or after the 2009-2010 school year shall
39 have the District's premium contribution capped at a dollar mount
40 equal to the District's contribution to the applicable (single, limited
41 family or family) coverage in the school year following retirement;
- 42
- 43 b. **Health Insurance.** For teachers retiring at age sixty-two (62) with
44 fifteen (15) years of service to the Eau Claire Area School District, the
45 Board will provide hospital and surgical insurance until they qualify for
46 Medicare if the teacher notifies the Superintendent of their intent to retire
47 no later than April 1 of the last year of proposed regular employment.
48

1 c. **Dental Insurance.** For teachers retiring at age sixty-two (62) with
2 fifteen (15) years of service to the Eau Claire Area School District, the
3 Board will provide dental insurance until they qualify for Medicare if the
4 teacher notifies the Superintendent of their intent to retire no later than
5 April 1 of the last year of proposed regular employment.
6

7 **3. Defined Contribution (Early Retirement) for Employees Hired On or**
8 **After July 1, 2008.**
9

10 Teachers hired on or after July 1, 2008, who retire from the District and are at
11 least 56 years of age and have completed at least 15 years of local
12 teaching/administering in the District, will receive a district contribution to an HRA
13 account of \$2,500 for each year of local teaching/administering (plus interest at
14 the applicable federal rate (AFR) each June 30).
15

16 Teachers working less than full-time shall have their defined contribution prorated
17 to correspond to their work day. The amount deposited will reflect the teacher's
18 full-time equivalency on the date the contribution is made to the HRA account.
19

20 Employees working under emergency contracts who are rehired the following
21 school year on a regular contract will have their defined contribution created at
22 such time as they become a regular employee. Such employees will be given
23 credit for that emergency service toward the defined contribution, including
24 interest.
25

26 **ARTICLE IV**
27 **LEAVE BENEFITS**
28

29 **A. SICK LEAVE**
30

31 1. **General Provisions.** All full time employees under contract for the regular
32 school year will be granted a total of twelve (12) days sick leave at full
33 compensation per year on the first day of the school year. However, if any
34 employee exhausts his/her sick leave during a school year and does not return to
35 school on the first day of the next year, that employee shall not accrue any sick
36 leave until he/she returns to work. Even though an employee has exhausted
37 his/her sick leave, the employee will retain all other benefits. Upon the
38 employee's return, the sick leave days will be granted retroactively.
39

40 A new employee in the system must be on the job one day to gain full accrual of
41 the sick leave; after the new employee completes one day of work, the sick leave
42 will be granted retroactively.
43

44 New employees whose contract begins after the first day of the school year and
45 employees less than full time shall have their sick leave prorated.
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

Sick leave shall apply to absences resulting from:

- a. Personal illness.
- b. Personal accident outside of regular employment.
- c. Quarantine due to communicable disease.
- d. The school district shall treat women affected by pregnancy, childbirth or related medical conditions the same as any other related temporary disability.
- e. Up to five (5) days per year may be used for illness in the immediate family (child, stepchild, spouse or parent who resides within the household)."

Such sick leave benefits herein granted shall cease upon the termination of employment and shall apply only for absence due to actual illness or quarantine, as herein above provided; all accumulation of days of sick leave existing at the effective day of provisions hereto shall remain to the credit of the employee.

All employees shall be granted twelve (12) days sick leave per year, cumulative to 120 days.

The Board of Education will continue the policy of annually advising all teachers as to the number of days of their accumulated sick leave.

Disability insurance and sick leave will not be paid concurrently.

- 2. **Extended Sick Leave.** Be it further agreed that if such absence be longer than accumulated leave, the amount deducted from the employee's pay shall be the daily basic rate of the substitute for a period not to exceed a total of thirty (30) days. Employees shall exhaust personal leave days prior to entering into extended sick leave.
- 3. **Worker's Compensation and Sick Leave.** In cases of accidents covered by employer's compensation insurance, the Board will make full payment to the teacher, provided the teacher has accumulated sick leave. The Board shall endorse the compensation checks and turn them over to the employee. Such leave will be deducted on the same ratio as the net salary is paid the individual.
- 4. **Summer School.** Teachers teaching summer school and employed by the Eau Claire Area School District may use one (1) day of sick leave for each three (3) complete weeks of summer school scheduled to be taught. Sick leave utilized will be for the actual number of hours scheduled to be taught on the day of absence and is to be charged to the teacher's sick leave accumulated during the regular school year. Teachers will not accrue sick leave while teaching summer school.

1 5. **Perfect Attendance.** Teachers with perfect attendance (no use of sick leave)
2 for the year will be allowed an additional personal leave day the following year.
3 Maximum accumulation of personal days will still be five (5) days per year.
4

5 **B. BEREAVEMENT LEAVE**
6

7 Up to three (3) days of bereavement leave may be given an employee who is absent
8 because of a death in the immediate family. The immediate family shall include the
9 employee's mother, father, step-mother, step-father, sister, brother, husband, wife, child
10 (including stepchild), grandchild, niece, nephew, stepsister, stepbrother, mother-in-law,
11 father-in-law, sister-in-law, brother-in-law, aunt, uncle, grandparent, and spouse's
12 grandparent.
13

14 Bereavement leave up to three (3) days for any other bereavement is allowed. The daily
15 basis rate of a substitute will be deducted from the employee's pay for each day absent.
16

17 Bereavement leave shall not be deducted from sick leave.
18

19 Longer leaves may be granted under special conditions when requested in writing and
20 confirmed in writing by the Executive Director of Personnel.
21

22 **C. PERSONAL LEAVE DAY**
23

24 Employees shall be granted one day of personal leave per year, accumulative to five (5)
25 days. Employees hired during the first quarter will be granted a personal leave day. If
26 hired during the second quarter, the employee will be granted .5 personal leave day. An
27 employee hired after the beginning of the second semester is not eligible for personal
28 leave. No personal leave will be granted two weeks prior to the end of the school year
29 without the approval of the Executive Director of Personnel.
30

31 If the employee has accumulated five (5) days of personal leave, they may be taken
32 consecutively.
33

34 Proper notification of the date shall be submitted to the building principal, in writing, at
35 least two (2) days prior to the date requested for such leave. In the event of an
36 emergency, the two (2) day notification requirement will be waived. In such cases,
37 however, the teacher shall notify the building principal or the principal's designee by 6:30
38 a.m. of the day of absence.
39

40 Personal leave may not be used prior to or after a school vacation. Personal leave may
41 be used the day before and/or the day after a school vacation for emergency reasons.
42 Approval must be granted by the Executive Director of Personnel. Such leave may not
43 be used for vacation, leisure, or recreational activities.
44

45 Employees are expected to use at least one personal leave day (prorated if less than full
46 time) if granted an unpaid leave of more than one day, provided they have personal
47 leave available.
48

1 Personal leave may not be used on district-wide workshop or inservice days without
2 approval from the Executive Director of Personnel.

3
4 When submitted at least twenty (20) school days prior to the requested date, personal
5 leave requests requiring a substitute teacher will be granted.

6
7 Personal leave requests requiring a substitute teacher that are submitted less than
8 twenty (20) school days prior to the requested dates will be filled on a first come/first
9 served basis along with all other discretionary requests for substitute teachers.

10
11 **D. PAY DEDUCT LEAVE**

12
13 Pay deduct days must be approved by the Executive Director of Personnel and will not be
14 approved for vacation, leisure, or recreational activities.

15
16 **E. EMERGENCY LEAVE**

17
18 Absence for personal reasons other than personal illness or death in the immediate
19 family will not be allowed with pay unless approval is obtained from the Executive
20 Director of Personnel. Prior approval should be obtained if possible. This leave shall not
21 affect the teacher's accumulated sick leave.

22
23 **F. CHILD REARING LEAVE**

24
25 A leave of absence without pay or benefits shall be granted for child rearing (child must
26 have been born or adopted within twelve (12) months of the beginning date of the child
27 rearing leave of absence) provided that a teacher has been offered a contract for the
28 second consecutive year of teaching. All teachers shall be granted upon request, a full
29 school year leave. In addition, the following leaves shall be granted:

- 30
31 1. **Elementary Teachers (Grades Pre-K - 5)**
32 a. Any trimester
33 b. Last trimester of current school year and next full school year
34
35 2. **Secondary Teachers (Grades 6-12)**
36 a. Any nine-week grading period
37 b. The first semester only
38 c. The second semester only
39 d. The last quarter and next full school year
40 e. The second semester and next full school year

41
42 Requests for a child rearing leave of absence shall be made to and granted by the
43 Executive Director of Personnel in writing as soon as possible but at least thirty (30) days
44 prior to the commencement of the leave. For adoption leave requests, the Executive
45 Director of Personnel shall be notified in writing as soon as the application of adoption is
46 accepted. Adoption leave requests shall be made to the Executive Director of Personnel
47 in writing immediately after the teacher has been notified of the pending adoption.
48

1 If a miscarriage, stillbirth, or infant death following birth occurs after a child rearing leave
2 has been granted, the Board shall allow the employee to return to fill a temporary
3 position if one is open until the leave date expires.

4
5 The employee will retain all accrued benefits upon returning to the Eau Claire Area
6 School District immediately following expiration of the leave.

7
8 An employee will be limited to one child-rearing leave (of any of the aforementioned time
9 periods) per child.

10
11 The Superintendent may revoke the leave if the teacher moves out of the Eau Claire area
12 as is evidenced by such things as acceptance of a job or change of residence that places
13 the teacher outside of a reasonable commuting distance to Eau Claire (i.e., where he/she
14 is registered to vote or votes, personal vehicle(s) is registered, mail is delivered, pays
15 property taxes, or address on vehicle operators license).

16
17 Exceptions to the above shall be approved by the Superintendent or his/her designee.

18
19 **G. PROFESSIONAL DEVELOPMENT LEAVE**

20
21 Leaves may be granted for a minimum of one (1) semester and a maximum of one (1)
22 full year at the discretion of the Superintendent of Schools. No more than two (2)
23 teachers will be on professional leave during a given year. The teacher will be paid one-
24 half of his/her present salary. All fringe benefits will be provided. Applications for
25 professional development leave must be submitted by April 1 of the school year
26 immediately preceding the school year for which the leave is requested.

27
28 Applicants will sign a promissory note stating he/she will pay back the amount of stipend
29 if he/she does not return to the Eau Claire Area School District. The stipend debt will be
30 reduced by 50% the first year and 100% the second year of contracted teaching within
31 the system. Death or disability cancels the note. Teachers must have five (5) years'
32 experience in this school district to be eligible.

33
34 **H. LEAVES OF ABSENCES**

- 35
36 1. **Salary and Benefits.** There shall be no leaves of absence with pay other than
37 professional development leave. A teacher on any leave without pay remains
38 eligible, upon request, for participation in all insurance programs for teachers
39 other than income protection insurance, but the teacher must pay the entire
40 premium for all such insurance coverage. Premium payments shall be paid
41 monthly.
- 42
43 2. **Duration of Leave.** No leave will be granted for more than two (2) years other
44 than for military service without special Board action.
- 45
46 3. **Percent Limitation.** Total leaves of absence to be granted shall not exceed 2%
47 of the total teaching staff at any one time, excluding leaves for illness, military
48 service and child rearing.

1 4. **Returning from Leave.** The employee granted a leave of absence for less than
2 one school year will be returned to the same position. If that position no longer
3 exists, the person will be returned to a similar position. The employee granted a
4 leave for one school year or more will be returned to a position most similar to
5 the one he/she left, if possible. Early return requests will be given every
6 consideration.

7
8 Teachers, upon separation from service, will return to the positions as soon as
9 agreed upon, but not later than the fall opening of school following separation
10 provided that said teacher be physically and mentally qualified to fill his/her
11 position.

12
13 The following shall be considered leaves of absence without pay:

14
15 1. **Association Service.** Such leave includes election or appointment to perform
16 service as a representative of the local Association (ECAE), the State Association
17 (WEAC), the National Association (NEA), or any labor division of a state or federal
18 government or federal government agency on a temporary or emergency level.
19 Approval for such leave must be requested prior to the election or appointment.

20
21 2. **Civil Participation Leave**, including the following:

- 22
23 a. Election or appointment to an office in a federal, state, county, or
24 municipal government or subdivision thereof.
25
26 b. Election or appointment to an office in a local union cooperative or credit
27 union enterprise serving board of Education employees.
28
29 c. Acceptance of an assignment as a volunteer in the Peace Corps, Vista,
30 Exchange Teaching, or other programs acceptable to the Board of
31 Education.

32
33 Upon request, a teacher may be granted such leave without pay up to a
34 maximum of two (2) years. A leave extension beyond two (2) years is at the
35 discretion of the Board.

36
37 The leave request must be requested by April 1 of the school year immediately
38 preceding the school year for which the leave is granted, or in situations where it
39 involves an election, the leave request must be requested prior to the election if it
40 occurs before April 1.

41
42 3. **In-District Administrative Leave**

- 43
44 a. Any teacher appointed to an administrative position on either a temporary
45 or permanent assignment shall be considered on leave of absence for a
46 maximum of two (2) years.

47
48

- 1 b. Administrative assignment leave will be counted as teaching experience,
2 and the person will be placed at the appropriate step on the salary
3 schedule when he/she returns to teaching.
4
5 c. After the two (2) year maximum, the administrator may be hired to fill a
6 teaching vacancy that exists but cannot bump teachers to get back into
7 teaching or be hired to fill a vacancy for which a laid off employee who is
8 qualified and certified has applied. When the opening exists and the
9 administrator is moved to a teaching position, he/she will be given full
10 credit for his/her years in the Eau Claire Area School District on the
11 Teachers' Salary Schedule and also be given, for seniority purposes, credit
12 for the total time spent in the Eau Claire Area School District as a member
13 of the teachers' group.

- 14
15 4. **Military Service.** Any employee covered by this Agreement who leaves to enter
16 the armed forces either by draft or by enlistment during the times of declared
17 national emergencies, if satisfactory evidence is provided to the Superintendent of
18 Schools that such enlistment is for the purpose of selecting a branch under the
19 Selective Service Training Act of 1940 or any other similar Federal legislation
20 which may be passed, shall be granted a leave of absence until such time as
21 service in the armed forces is terminated. Such service time shall be considered
22 as teaching years.

23
24 The Board of Education will make every effort to place any employee who may
25 become handicapped during such military service.
26

27 5. **Other Personal Leaves – Criteria**

- 28
29 a. A total of ten (10) years of employment in education, five (5) years of which
30 must be in the Eau Claire Area School District.
31
32 b. The leave request must be requested by April 1 of the school year
33 immediately preceding the school year for which the leave is requested.
34
35 c. The approval of the Superintendent must be obtained.
36
37 d. The leave is only granted once in a career with no extensions possible.

- 38
39 6. **Personal Illness.** (To be reviewed after two (2) years.)

- 40
41 7. **Study at a College or University.** (Available after two (2) years of teaching in
42 the Eau Claire Area School District.) Request for study at a college or university
43 must be submitted by April 1 of the school year immediately preceding the school
44 year for which the leave is requested.
45

- 46 8. **Teacher Exchange Program.** The Eau Claire Board of Education and the
47 Association will co-sponsor a teacher exchange program. (See details in
48 Administrative Rules and Regulations 539.3)

1 exceed 349 minutes of classroom teaching, thirty (30) minutes for lunch and
2 thirty (30) minutes of recess. Outside of the forty-five (45) minutes guaranteed
3 prep time and a thirty (30) continuous minute block for lunch daily, up to
4 eighteen (18) hours per year of the standard work day (an average of six (6)
5 minutes each day - thirty (30) minutes per week) may be assigned each teacher
6 for supervisory duties. Supervision assignments should be assigned equitably
7 among staff. Any supervisory time assigned above the eighteen (18) hours will
8 be compensated for at the rate of ten dollars (\$10.00) per hour.
9

- 10 2. **Standard Day - Secondary (6-12).** A standard day shall be defined as 435
11 minutes, excluding lunch. The teaching day shall not exceed 334 minutes of
12 classroom teaching (not more than five (5) teaching class periods) including a
13 regular duty period, if assigned, but excluding other supervisory assignments.
14
- 15 3. **Reduction from a Standard Day – Elementary (K-5).** A reduction in a
16 standard teaching day shall be defined as the percentage of reduced classroom
17 teaching time below 349 minutes per day. A reduction in the 45 minute
18 preparation period per day shall not constitute a reduction from the full teaching
19 day.
20
- 21 4. **Reduction from a Standard Day – Secondary (6-12).** Secondary (6-12): A
22 reduction in the standard teaching day shall be defined as less classroom
23 teaching time than is assigned the majority of other secondary teachers
24 (presently five teaching class periods). A reduction in either the preparation
25 period or the duty period shall not constitute a reduction for contract purposes.
26
- 27 5. **Addition to a Standard Day – Elementary (K-5).** If a teacher voluntarily
28 accepts a classroom teaching assignment which exceeds 349 minutes per day the
29 teacher will be contracted on a pro-rata basis.
30
- 31 6. **Addition to a Standard Day – Secondary (6-12).** If a teacher voluntarily
32 accepts an administratively assigned additional teaching class period in excess of
33 the norm (presently five (5) teaching class periods) in existence at that time, but
34 less than the 334 minutes of assignable classroom teaching time, the duty period
35 assignment will be waived and an additional payment equal to one-half of the full
36 pro-rated amount will be made for the time so assigned. (Presently 1/2 of 1/5 or
37 1/10 of the teacher's base salary for the time so assigned.) If a teacher
38 voluntarily accepts a classroom teaching assignment which exceeds 334 minutes
39 per day the teacher will be contracted on a pro-rata basis.
40
- 41 7. **Preparation Time.** The Board of Education will continue the present practice of
42 providing all full-time teachers with a daily preparation period. Less than full time
43 teachers will receive a pro-rated preparation period. Teachers not receiving a
44 preparation period will be compensated at nine (9) percent of base salary (full
45 year loss of prep). Teachers are not entitled to a preparation period when
46 accompanying students on a school sponsored activity such as a field trip, club, or
47 athletic event if the activity trip or event coincides with the regularly scheduled
48 preparation time.

1 Teachers who agree to substitute for another teacher during his or her
2 preparation period will be compensated at the curriculum writing rate (Appendix
3 C, Page 58, Line 15).

- 4
- 5 a. Teacher preparation shall mean time spent preparing for classroom
6 presentations, individual work with students, meeting with resource
7 specialists, or involvement in other job related activities.
 - 8
 - 9 b. At the secondary level such period shall be defined as a continuous span
10 of time no less than the equivalent of a normal class period at the
11 teacher's school.
 - 12
 - 13 c. Grade 1-5 classroom teacher individual preparation will occur during art,
14 music and physical education instruction of the teacher's class.
 - 15
 - 16 d. All other elementary teachers will receive 225 minutes of individual
17 preparation time per week. The length of a preparation period will be a
18 minimum of thirty (30) minutes. Preparation time shall occur during the
19 student day.
 - 20
 - 21 e. Regarding teachers in counseling and media, the classroom teacher will be
22 present during the lesson. The teacher will be responsible for the material
23 taught but may do other classroom assignments during the period, as
24 mutually agreed to by the teacher, the classroom teacher, and the
25 building principal.
 - 26

- 27 **8. Elementary Art, Music, and Physical Education.** Instruction in the areas of
28 art, music, and physical education will be performed completely by subject
29 teachers for grades 1-5.

30
31 Kindergarten teachers will receive 30 minutes per week, per section, of subject
32 area_teaching_assistance in the areas of physical education and music.
33 Kindergarten teachers will receive consultant assistance from the art teacher.

- 34
- 35 **9. Structured Planning Time.** At the elementary level, grade 1-5 classroom
36 teachers will be provided forty (40) to forty-five (45) minutes of structured
37 planning time per day of which at least 30 minutes are continuous. It is
38 understood that the first priority use of this time would be collaborative planning.

39
40 Examples of collaborative planning activities would include IEP, team, or unit
41 meetings, and meetings with teachers.

42
43 Elementary principals may designate time for faculty meetings, not to exceed
44 ninety (90) minutes per month, and staff development time, not to exceed ninety
45 (90) minutes per month, during the structured planning time of the building. In
46 addition, if a teacher is not assigned supervisory duties during recess or bus duty,
47 this time can be used for additional prep time. Exception: Building
48 administrators may assign elementary teachers to an occasional duty of indoor

1 recess to provide sufficient supervision. (Sufficient supervision is where one (1)
2 teacher will be assigned multiple classrooms from a building indoor recess
3 schedule designed by the building principal and monitored by the Deputy
4 Superintendent.) This is not included in the eighteen (18) hours of assignable
5 duty time.
6

7 **10. Leaving School Premises.** Teachers may not leave school premises during
8 their preparation time except with the permission of the administrator in charge.
9 Such absence shall be permitted only for an emergency or for tasks directly
10 associated with preparation for a class.
11

12 **11. Lunch Period.** All teachers shall be entitled to a duty free lunch period of 30
13 consecutive minutes. This section will not apply when teachers accompany
14 students on school sponsored activities such as field trips, club or athletic events
15 during their regularly scheduled lunch period.
16

17 **12. Noon Hour Duties.** Non-professional help will be provided in all elementary
18 buildings to relieve non-teaching, noon hour duties.
19

20 **13. Teacher Lounges.** The Board of Education will continue the policy of providing
21 lounges for teachers in all buildings.
22

23 **14. Work Day Minutes.** The normal work day for teachers shall consist of no more
24 than 465 continuous minutes. Part-time positions shall be scheduled within four
25 class periods.
26

27 **15. Bargaining Impact.** The Board retains the right to make changes in the length,
28 structure, or sequence of the student day, the number of teacher preparations,
29 and/or pupil load. If the secondary schedule is changed from what currently
30 exists, the Association shall be given notice prior to the implementation of such
31 changes; and shall have the right to re-open bargaining during the term of the
32 collective bargaining agreement for the purpose of bargaining the impact of such
33 change on teachers' wages, hours and conditions of employment.
34

35 **C. CLASS SIZES**

36

37 An attempt will be made to keep class sizes at a level which ensures optimum teaching
38 effectiveness as recommended by the State Department of Public Instruction.
39

40 The Administration shall provide the Association with a class size report of all classes by
41 the end of the trial week. Revisions of this list shall be forwarded to the Association each
42 semester.
43

44 By May 15 of each year, the Superintendent shall furnish the Association with a tentative
45 class listing for the next year.
46

47 By September 15, the Superintendent or designee shall furnish the teacher and the
48 Association with a summary of the efforts made to correct problem areas.

1 A district class size committee will deal with class size problem areas in a timely manner.
2 This committee consists of four (4) teachers appointed by the ECAE and four (4)
3 administrative representatives appointed by the district, with the Deputy Superintendent
4 serving as one of the appointees. The Deputy Superintendent, or his/her designee, will
5 also chair the committee. Any problems not resolved by the committee will be resolved
6 by the Superintendent of Schools.

7

8 **D. COMPLAINTS/WORKING CONDITIONS**

9

10 The Board shall permit a designated regular staff member of the Association to visit the
11 schools to investigate working conditions and teacher complaints or problems relating to
12 the terms and conditions of this Agreement. The Association representative shall inform
13 his/her principal and the principal of the building being visited, if possible, at least two
14 school days in advance of his/her visit. Upon the representative's arrival, the principal,
15 or in his/her absence, the acting administrator shall confer with the Association
16 representative in order to facilitate the purpose of his/her visit. Such visits and
17 conferences with teachers shall be scheduled without interruption of the students'
18 instruction.

19

20 **E. EXTRA-CURRICULAR ACTIVITIES**

21

- 22 1. **Assignments.** Extra-curricular activities or assignments on the part of teachers
23 shall be voluntary insofar as possible. If the teacher asks to be relieved of the
24 increment, the Board of Education will make a reasonable attempt to find a
25 suitable replacement.
- 26
27 2. **Resignations.** Teachers who serve as head coaches of high school extra-
28 curricular activities must indicate their intentions to resign for the next season
29 within thirty (30) days after the completion of their current season (as defined by
30 WIAA). Resignations of head coaches will not be accepted at other times unless
31 approved by the Superintendent of Schools/designee. End of season is as
32 defined by WIAA.
- 33
34 3. **Contractual Assignment.** Teachers who have an extra-curricular assignment
35 on their original contract are expected to serve in that position for at least five
36 years. If, after five years, an employee would like to be relieved of the
37 assignment, the employee must give notice within thirty (30) days after
38 completion of his/her season. The resignation will be accepted assuming a
39 suitable on-staff replacement can be found as determined by the principal and
40 Athletic Director. If there is no suitable replacement on staff, the employee
41 would be obligated to serve in the position the next season. At the completion of
42 that season, the resignation would be accepted unconditionally.
- 43
44 4. **Voluntary Assignment.** A teacher who volunteers for an extra-curricular
45 activity that was not included in his/her original contract shall only be obligated to
46 serve on a year-to-year basis. The above limitations on extra-curricular
47 assignments shall be effective beginning with the 1979-80 school year.

48

1 5. **Insufficient Student Participation.** A teacher will be relieved of an
2 assignment if there is insufficient student participation to conduct the activity. If
3 a teacher is relieved of an assignment, he/she will receive a minimum of 25% of
4 the increment. A coach will be expected to coach only one team.
5

6 **F. OTHER EMPLOYMENT CONDITIONS**
7

8 1. **Certificate of Good Health.** The Board of Education will continue the policy of
9 requiring any new employee to present a certificate of good health from a
10 licensed physician on a form provided by the Board. The total cost of
11 examination and x-rays shall be paid by the Board. The teacher may use a
12 physician of his/her choice.
13

14 2. **Certification.** Wisconsin Department of Public Instruction certification shall be
15 required for all teaching positions.
16

17 3. **Contract.** No person shall be employed as a teacher by the Board who has not
18 first individually entered into a legal or binding teacher contract with the Board,
19 the terms of which contract shall not be inconsistent herewith.
20

21 4. **CPR Licensure.** The Superintendent may require a number of teachers at each
22 school to be certified in Cardiopulmonary Resuscitation (CPR) and maintain such
23 licensure.
24

25 5. **Home Visits/Homebound Teachers.** All home visitation or homebound
26 teachers, whenever possible, shall be qualified teachers for the subjects being
27 tutored.
28

29 6. **Inclement Weather.** Teachers will be excused from school on days when
30 school is canceled due to inclement weather, unless a teacher is absent the day
31 before and the day after the canceled day. If a teacher is absent the day before
32 and the day after the canceled school day, the teacher will be charged with the
33 absence for the same reason as the other absences.
34

35 7. **Notices, Communication, Bulletins.** Whenever possible, notices,
36 communications and special bulletins shall be regulated to prevent interruptions
37 of classroom routine.
38

39 8. **Student Teacher Assignment.** No teacher shall be assigned a student teacher
40 without advance notice and the consent of the cooperating teacher.
41

42 9. **Students with Physical/Emotional Problems.** Teachers shall be provided
43 with the names of pupils known to be suffering from physical and/or emotional
44 problems by the first day of classes.
45

46 10. **Teaching License.** Individuals employed by the Board of Education as teachers
47 shall be required to maintain a license to teach all subjects and/or areas as they
48 are licensed to teach when initially hired by the Board of Education on a non-

1 emergency contract unless the discontinuance of such an area of licensure is
2 approved by the Superintendent or his/her designee.
3

4
5 **ARTICLE VI**
6 **TEACHER ASSIGNMENTS AND REASSIGNMENTS**
7

8 **A. ASSIGNMENTS WITH TEACHING CERTIFICATE**
9

10 Teachers shall be assigned to teach only those subjects for which they are or can be
11 certified. If a teacher is requested to gain certification, the credits necessary for such
12 certification will be accepted at face value without regard to their undergraduate or
13 graduate level towards lane advancement. If an employee is at BS+32 or MA+32, the
14 Board will pay tuition for necessary credits.
15

16 **B. PREFERENCE OF ASSIGNMENT**
17

18 Teachers may request assignment(s) to subject matter areas within the scope of their
19 teaching certificate. Such requests may be honored if a vacancy exists.
20

21 **C. PROSPECTIVE SCHEDULE**
22

23 All presently employed teachers shall be given their prospective schedules for the
24 following year by June 1. Teachers will not be involuntarily transferred or reassigned
25 (new certification area) after June 1 without their approval (Voluntary/Involuntary
26 Language, Page 39, Line 45).
27

28 **D. TEACHER ASSIGNED ROOMS**
29

30 The number of rooms to which a teacher is assigned shall be kept at a minimum.
31

32 **E. ASSUMPTION OF TEMPORARY ADMINISTRATIVE DUTIES**
33

34 If an elementary principal is absent from the building for over three (3) days, the
35 Superintendent may secure the approval of one of the teachers from the building to act
36 as principal. The acting principal shall be granted time to perform the necessary duties
37 by the hiring of a substitute teacher for the acting principal until the principal returns.
38

39 **F. RESIGNATION**
40

41 An employee shall not be allowed to cancel his/her binding contract between July 1 and
42 October 1, except by mutual agreement of the parties. After October 1, an employee
43 shall not be allowed to cancel his or her binding contract except by mutual agreement.
44 Otherwise, the Board shall receive in the form of liquidated damages the amount of
45 \$500.
46
47
48

1 **G. SENIORITY/EMPLOYMENT RIGHTS**

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

1. **Definition of Seniority.** A seniority band is a specific certification or program area as defined and listed in Appendix E, Page 60. To gain seniority in a seniority band, an employee must meet the certification requirements of that band and have taught in that band in the District. The Board and the ECAE will jointly agree to new seniority bands.

A seniority band list will be compiled after the start of each school year and copies will be forwarded to the Association no later than December 1. The list shall include the rank of all employees including active employees and employees on full or partial layoff according to their length of service in the Eau Claire Area School District as determined by seniority rights of this Agreement.

2. **Types of Seniority.**

a. **Continuous Seniority.** Staff members on active status, paid leave, or the special situations listed below, shall continue to accrue seniority:

- i. Continuous employment from emergency to regular contracts prior to the 1980-81 school year will be applied towards seniority.
- ii. Individuals called into military service for a national emergency during active employment will be granted seniority for time served in the military.
- iii. Seniority will be granted for leaves of absence to participate in the teacher exchange program.
- iv. Workers compensation - employees will continue to accrue seniority while receiving workers compensation payments.

b. **Suspended Seniority.** Staff members on long-term disability, unpaid leave, or layoff status will neither lose nor accrue seniority.

- i. Any individual who receives a leave of absence from the Eau Claire Area School District in order to be employed at the university level will not be granted seniority. However, experience on the salary schedule will be granted.
- ii. Certification lapse issue: Accrual of seniority is suspended if certification lapses. Seniority resumes when certification is restored.

3. **Eligibility for Reemployment/Seniority.** Employees who are eligible to earn seniority shall accrue seniority on a pro-rata basis (by day and percent of qualified employment) in accordance with their continuous teaching experience within the Eau Claire Area School District. Seniority shall be based on a regular school year

1 without consideration for when a contract was signed or any extended
2 employment beyond the normal school day (7.25 hours) or year (189 days).
3 Seniority will be based on the starting day of work within the normal school
4 calendar year.
5

- 6 a. **New Employees (Less than half-time).** New employees (those
7 employees who have no seniority) who are hired at less than half-time,
8 regardless at what time they are hired during the school year, shall not
9 have any reemployment rights, nor shall they accrue seniority for less
10 than half-time employment, nor shall they be able to count less than one-
11 half time employment to fulfill the two (2) year probationary period.
12
- 13 b. **New Employees (Half-time or more).** New full-time employees must
14 be employed (on the job) by the last day of the first quarter and complete
15 the school year under the original contract to gain reemployment rights
16 and to gain seniority for the period of employment. If employed by this
17 date, this year would also qualify as one year of the probationary period.
18
- 19 c. **New Employees (Mid-Year Hires).** New employees who are employed
20 on a non-emergency contract for one half time or more before the first
21 day of the second quarter and who complete the school year under the
22 original contract will gain reemployment rights and seniority for the period
23 of employment. If employed by this date, this year would also qualify as
24 one year of the probationary period. Seniority will be prorated and
25 reemployment under the provisions of the contract will occur only if the
26 vacancy exists for which they are qualified.
27
- 28 d. **Long-term Substitutes.** Long-term substitutes, as defined on Page 34,
29 Line 41, of this Agreement shall be employed to fill temporary vacancies
30 caused by long-term illnesses, short-term leaves of absence, or lack of
31 available certified personnel. Such employees shall have no
32 reemployment or seniority rights, nor shall they be able to count any time
33 served as a long-term substitute to fulfill the two (2) year probationary
34 period.
35
- 36 e. **Layoff.** Seniority accumulates on a prorated basis for staff on layoff who
37 assume long-term substitute assignments or emergency contracts. Day to
38 day substitute work does not accumulate seniority.
39

- 40 4. **Termination of Seniority.** Seniority rights shall be terminated if a staff
41 member resigns, retires, is discharged, or non-renewed, or fails to be recalled
42 during the recall rights period.
43
44
45
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

H. VACANCIES

1. Vacancy Posting

- a. Whenever a regular position vacancy occurs and the Administration intends to fill such position with other than an involuntary transfer, notice of such vacancy shall be posted.
- b. Regular openings are posted on a district-wide basis. Postings shall contain the location of the position, the date transfer requests are due, to whom the request for transfers shall be directed, and any other pertinent information.
- c. Increment positions are posted district-wide, listing the opening and the building, but also including a priority of consideration on each position - for example - (1) building staff; (2) district staff; (3) non-staff.
- d. Positions filled by emergency contract personnel will be reposted each year if the position has not been eliminated.
- e. Positions that are less than half-time, regardless of when they are hired during the school year, shall be posted as emergency contract (Eligibility for Reemployment/Seniority, Page 31, Line 45).

2. **Posting Dates.** During the school year, postings will be dated with the deadline for transfer requests being seven (7) calendar days from the date of posting. Postings will be made on the same seven (7) calendar day schedule during the school holidays and summer vacation.

3. **Posting Location.** Vacancies at all levels will be posted on the district web page.

4. **Summer School Vacancies.** Summer school positions shall be filled from the regular staff according to the qualifications of those applying provided there are applicants. Prospective course descriptions shall be made available to teachers at least two (2) months prior to the end of the school year.

5. **Vacancies After July 31** (Cross Reference Page 34, Line 10).

6. **Vacancies Before July 31** (Cross Reference Page 34, Line 11).

I. SPECIAL FUNDED PROGRAMS

Employees hired for special funded programs where there is restricted choice in employment will be offered employment only for the specific positions for which they are hired with no transfer rights to regular teaching positions. These staff members will have all the other benefits and obligations of the master contract including probation. "Restricted Choice" special funded programs are private school federal programs and

1 hospital-bound teachers. District teachers who transfer into these positions may transfer
2 back into regular positions when vacancies occur.

3

4

5

ARTICLE VII
EMERGENCY CONTRACTS AND SUBSTITUTE TEACHERS

6

7

8

A. VACANCIES FILLED BY EMERGENCY CONTRACT

9

10

Vacancies created after July 31, due to resignation, retirement, or death, may be filled by
11 an emergency contract. Vacancies created before July 31 may also be filled by an
12 emergency contract if employment of a staff member new to the district is delayed until
13 after July 31 due to granting of transfer(s). These exceptions would be mutually agreed
14 upon by management and ECAE.

15

16

Positions filled by emergency contract personnel will be reposted each year if the position
17 has not been eliminated. (Vacancies, Page 33.)

18

19

B. SENIORITY AND PROBATION FOR EMERGENCY CONTRACT

20

21

Employees working under emergency contracts who are rehired the following school year
22 on a regular contract into the same seniority area will be granted seniority for the
23 emergency contract year immediately preceding the first year of their regular contract;
24 they will also be given credit for that emergency service toward completion of this
25 probationary period. Exception: If the employee is once again rehired to fill a vacancy
26 created by retirement, resignation, or death after July 31, the teacher may be hired on
27 an emergency contract. Also, under this condition, if rehired the following year on a
28 regular contract, the teacher would be granted seniority for the last year served under
29 the emergency contract. This one year would also serve as part of the probationary
30 period. (Seniority, Page 31; Probation, Page 40)

31

32

Continuous employment from emergency to regular contracts prior to the 1980-81 school
33 year will be applied towards seniority.

34

35

C. SUBSTITUTES

36

37

Any substitute teacher who teaches twenty (20) consecutive days in the same job, shall
38 be issued a long-term substitute contract, effective the twenty-first (21) day.

39

40

41

42

ARTICLE VIII
GRIEVANCE AND COMPLAINT PROCEDURES

43

44

45

A. DEFINITIONS

46

47

1. A grievance is defined as a question(s) regarding the proper interpretation or
48 application of a specific provision of this Agreement.

1 2. Whenever the term "school" is used, it is to include work location or functional
2 division or group in which a grievance may arise. Wherever the term "principal"
3 is used, it is to include the administrator of any work location or functional
4 division or group. Wherever the term "Superintendent of Schools" is used, it is to
5 include the Superintendent or any designee of the Superintendent upon whom
6 the Superintendent has conferred authority to act in his/her place. Wherever the
7 term "teacher" is used, it is to include any employee or employees covered by this
8 Agreement. Wherever the term "Association Representative" is used, it is to
9 include the Association Building Representative or his/her Association teacher
10 designee.

11

12 **B. PREFACE**

13

- 14 1. The Association shall have the right to continue prosecution of a grievance once
15 commenced by a complainant regardless of whether the complainant wants to
16 continue.
- 17
- 18 2. The teacher shall have the right to be represented by counsel or any additional
19 persons he/she deems necessary starting at Step 2 on the procedure, provided,
20 however, that he/she gives 24 hours notice that he/she will be represented by
21 counsel or outside Association representatives.
- 22
- 23 3. If a grievance is of such a nature as to require immediate action, the Association
24 may appeal to the Superintendent immediately after the informal step (Step 1),
25 and the Superintendent may accept jurisdiction of the case unless, in his/her
26 opinion, the matter is not of such urgency as to warrant immediate attention.
- 27
- 28 4. The grievance procedures provided in this Agreement shall be supplementary, or
29 cumulative to, rather than exclusive of any procedures or remedies afforded to
30 any teacher by law. However, applications to the WERC or to any court of law
31 shall not be made until grievance procedures have been exhausted.
- 32
- 33 5. No decision or adjustment of a grievance shall be contrary to any provision of this
34 Agreement existing between the parties hereto.
- 35
- 36 6. Failure by the Association or the grievant to process the grievance to the next
37 step within the prescribed limits shall result in the grievance being resolved in the
38 favor of the Board.
- 39
- 40 7. The time limits specified in this procedure may be extended in any specific
41 instance by mutual agreement in writing.
- 42
- 43 8. Principals shall make arrangements to allow reasonable time without the loss of
44 salary for designated Association representatives to investigate a grievance. In
45 the event clarification is necessary as to what constitutes reasonable time, the
46 Superintendent, after consultation with the Association, shall make the final
47 determination.

48

1 **C. PROCEDURES FOR GRIEVANCES**

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

Grievances shall be presented and adjusted in accordance with the procedures that follow. If both parties agree, any or all of Steps 1-4 can be waived.

Step 1. Any teacher with a grievance shall first discuss the matter with the principal or immediate supervisor, either directly or accompanied by the designated Association representative, with the object of resolving the matter informally. This meeting must be scheduled within ten (10) school days following the act or condition that is the basis of the grievance. The solution shall be reduced to writing with copies forwarded to the Association, the Principal and the Grievant.

Step 2. In the event the matter is not resolved informally, the grievance stated in writing shall be submitted to the principal and the designated Association Representative within five (5) school days following the Step 1 meeting.

The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issue involved, the specific section(s) of the Agreement alleged to have been violated, and the relief sought.

Within three (3) school days after receiving the grievance, the principal shall communicate his/her decision in writing to the teacher making the complaint and the Association representative.

Step 3. If the grievance has not been resolved satisfactorily within three (3) school days after receiving the decision of the principal, the aggrieved teacher and/or the Association may appeal from the decision at Step 2 to the Superintendent of Schools. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 2.

1. Within five (5) school days after receipt of the appeal, the Superintendent or designee shall hold a hearing on the grievance.
2. The aggrieved teacher, the Association representative, the principal, and the chairperson of the Association Grievance Committee or his/her Association designee shall be given at least two (2) school days' notice of the hearing.
3. The aggrieved teacher shall be present at the hearing except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of any agreement between the parties thereof, or of what is established practice within the framework of this Agreement.
4. Within five (5) school days after the hearing on the appeal, the Superintendent or designee shall communicate his/her decision in writing, together with the supporting reasons to all parties present at the hearing.

1 **Step 4.** Within five (5) school days after receiving the decision of the Superintendent,
2 the aggrieved teacher, through the Association or the Association on its own behalf, may
3 appeal the decision directly to the Board of Education. The appeal shall be in writing and
4 shall be accompanied by a copy of the decision at Step 3.
5

- 6 1. No later than thirty (30) calendar days after receipt of the appeal, the Board of
7 Education shall hold a hearing on the grievance.
8
- 9 2. The aggrieved teacher, the Association representative, the principal, the
10 chairperson of the Association Grievance Committee, the Superintendent, and the
11 president of the local Association shall be given at least two (2) school days'
12 notice of the hearing.
13
- 14 3. Within five (5) school days after the hearing on the appeal, the Board of
15 Education shall communicate its decision in writing, together with supporting
16 reasons, to all parties present at the hearing.
17

18 **Step 5.** If the decision rendered is unacceptable, within ten (10) school days after
19 receiving the decision of the Board of Education, the Association may appeal the decision
20 of the Board directly to the Wisconsin Employment Relations Commission for arbitration.
21

- 22 1. The decision of the arbitrator shall be in writing and shall set forth his/her
23 opinions and conclusion on the issues submitted to him/her at the hearing or in
24 writing.
25
- 26 2. The decision of the arbitrator shall be binding upon both parties and shall be final
27 except for a decision which would reduce or eliminate aids provided for school
28 operation from State or Federal government or other sources, or change or
29 abridge a mandatory school law and is limited to terms and conditions set forth in
30 this Agreement.
31
- 32 3. Nothing in the foregoing shall be construed to empower the arbitrator to make
33 any decision amending, changing, subtracting from, or adding to the provisions of
34 this Agreement.
35
36

37 **ARTICLE IX** 38 **REDUCTION IN WORK FORCE**

39 **A. LAYOFF PROCEDURES**

40 Whenever the Board deems it necessary to lay off employees, in full or in part, to the
41 extent such reduction is not accomplished through attrition, the following layoff
42 procedures shall be used:
43

- 44 1. **Definition of Qualified.** Qualified shall be defined as having experience in that
45 seniority band in this District. (Page 31, Line 3 and Appendix E, Page 60)
46
47
48

- 1 2. **Benefits.** Teachers on layoff shall retain all accumulated benefits, including sick
2 leave accrued, if they are recalled to work, subject to the terms of the contract in
3 effect at the time of recall.
4
- 5 3. **Seniority/Employment Rights.** Within a given seniority band, employees shall
6 be laid off in reverse order of their seniority. If two or more employees have the
7 same number of years of seniority and are subject to lay-off selection, the Board
8 shall determine who will be laid off. A teacher whose position is eliminated or
9 reduced shall have the right to either be transferred to a vacant position for which
10 he/she is *qualified*, or replace another teacher(s) in the school system in an area
11 in which the teacher whose position is eliminated or reduced is *qualified* and has
12 seniority over the other teacher(s). (Qualified, Page 37, Line 46.)
13
- 14 4. **Notice to Employee.** The Board shall provide written notice to the Association
15 and to the employee(s) it has selected for layoff by May 1 for a layoff for the first
16 semester of the following school year and a sixty (60) day layoff notice prior to
17 the start of the second semester for a second semester layoff. The Board shall
18 also provide these employees an opportunity for a conference with the
19 Administration if so desired prior to the time the Board makes a final decision.
20 Representatives of the Association may be present at the conference.
21
- 22 5. **Insurance.** Employees on layoff status shall be given the option of retaining all
23 group insurance coverage, at their own expense, as long as they are not gainfully
24 employed by another employer from whom such coverage would be available and
25 as long as the eligibility requirements with the District's insurance carrier(s) are
26 met. Such eligibility shall continue while the employee is on layoff status.
27
- 28 6. **Involuntary Reduction.** Any person involuntarily reduced from full to not less
29 than half time shall maintain all full time rights, privileges, and benefits except for
30 salary, seniority, and teacher retirement contributions which will be prorated.
31

32 **B. RECALL PROCEDURES**

- 34 1. The reemployment rights of a teacher on layoff shall commence on the day
35 following the last day of employment. Acceptance and completion of long-term
36 substitute assignments (over twenty [20] days consecutively in the same position)
37 or an emergency assignment for someone on leave would qualify as employment.
38 Employees on layoff shall possess rights of reemployment up to the percentage of
39 full time employment which was held at the time of the layoff until the first day of
40 the school calendar of the third year following layoff. An employee returning
41 from layoff does not jeopardize his or her rights in accepting a position of less
42 time than contracted for at the time of layoff.
43
- 44 2. If the Board decides to fill a teaching vacancy for which the person is qualified
45 during a teacher's reemployment rights period, such teachers shall be notified by
46 certified mail and offered employment in order of seniority. Employees on layoff
47 will be offered reemployment once annually for each opening for which the
48 person is qualified. Within two (2) weeks after the teacher has signed for the

1 certified mail notice, he/she must notify the Superintendent, in writing, of his/her
2 decision. If the recall occurs during first semester, the teacher on layoff must
3 return at the start of the second semester unless he/she is under contract as a
4 teacher in another district and cannot get released. If such is the case, the
5 teacher must return the following fall. If a teacher is recalled during second
6 semester, he/she must return the following fall. It shall be the responsibility of
7 each teacher to keep the Board advised, in writing, of his/her current mailing
8 address. Any and all reemployment rights granted to a teacher on layoff,
9 pursuant to this Article, shall terminate upon failure of such teacher to respond to
10 the notice as provided above.

- 11
- 12 3. An employee may take a layoff if a workload reduction would result in less
13 employment than the employee's current contract provides. When an employee
14 elects to take a layoff because of a reduction in hours, the open position would be
15 offered next in order of seniority to other qualified persons on layoff. If those
16 employees elect not to take the part-time position, it will be filled from outside
17 the district. If another employee with less seniority accepts this vacated position,
18 the employee on layoff is guaranteed an opportunity to return to the vacated
19 position at the beginning of any one school year during his/her recall period.
- 20
- 21 4. The offer of the following types of employment during the reemployment rights
22 period, whether or not accepted, shall not change the teachers' reemployment
23 rights period:
- 24
- 25 a. Emergency contract
 - 26 b. Long-term substitute assignment
 - 27 c. Position in another bargaining unit in this district
 - 28 d. Position with another school district
 - 29 e. Position outside the field of preK-12 education
 - 30 f. An offer of employment that constitutes a lesser percentage than the
31 previous load
- 32
- 33 5. No new or long-term substitute assignments may be made by the Board until
34 after those assignments have been offered to employees who have been laid off
35 or reduced in hours who are available and qualified to fill the vacancies.
- 36

37 **C. VOLUNTARY REDUCTION**

38

39 Any full-time employee may request to be reduced to less than full-time. All wages,
40 hours, benefits, inservice, and sick leave will be prorated. In the event the employee
41 requests to return to full-time status and a vacancy exists for which he/she is qualified,
42 the district shall grant such request, if the layoff language permits, before hiring
43 personnel from outside the district.

44

45 **D. VOLUNTARY/INVOLUNTARY TRANSFER**

46

47 Should a transfer be necessary due to reduction of staff within a school or department,
48 the following procedures shall be followed:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

- a. Teachers within a building will be notified of the need to reduce the number of staff, and volunteers will be solicited.
- b. In the event there are no volunteers, a teacher or teachers will be considered by the principal for involuntary transfer.
- c. In considering teachers for involuntary transfer, the principal shall consider the following criteria in the order they are listed:
(1) certification, (2) programmatic need, (3) district seniority, and (4) building seniority.
- d. All proposed transfers will be reviewed by the Executive Director of Personnel before implementation.
- e. Any teacher affected by the proposed transfer will be informed in writing by the principal of the rationale used to make the decision.
- f. Decisions felt to be arbitrary by the affected party may be appealed through the grievance procedure.
- g. Middle school teachers with grade 1-8 certification will not be involuntarily reassigned to a different grade level/subject area more than two (2) times in a four year period.
- h. All presently employed teachers shall be given their prospective schedules for the following year by June 1. Teachers will not be involuntarily transferred or reassigned (new certification area) after June 1 without their approval.
- i. Displaced teachers will be placed in a vacant position for which they are certified and *qualified* (Qualified, Page 37, Line 46) before any new teachers are hired. If there are not enough vacant positions available, then the contractual layoff procedure would apply.

**ARTICLE X
SUPERVISION/EVALUATION AND DISCIPLINE**

A. SUPERVISION AND EVALUATION

The elements of the Supervision and Evaluation system provide support in the following three categories:

1. Probationary Educator:

- a. Serves a two-year probationary period (may be extended).
- b. Is assigned a mentor 1-2 years.

- 1 c. Mutually sets goals with supervisor for professional development.
- 2
- 3 d. Participates in goal setting conference (year one).
- 4
- 5 e. Participates in "I Can Do It" workshop (for educators in first year of
- 6 employment with less than three years of experience).
- 7
- 8 f. Has three formal classroom/work setting observations with post
- 9 conference during semester one of first year. Second year - two formal
- 10 observations.
- 11
- 12 g. By November 30 each year, the supervisor will have discussed the
- 13 progress and status of each probationary educator with the ECAE
- 14 representative. Educators who are considered (by their supervisor) to be
- 15 "at risk" will be notified by December 15. A written summary of progress
- 16 and decisions will be provided at this time to the educator as well as the
- 17 ECAE representative.
- 18
- 19 h. Has support, encouragement, and supervision from supervisor.
- 20
- 21 i. Receives an Annual Performance Review Conference.
- 22
- 23 j. Receives a written certified staff evaluation, which will be provided at least
- 24 one week prior to the end of the contract year.
- 25

26 **2. Educator:**

- 27 a. Is an educator no longer on probation.
- 28
- 29 b. Mutually sets Professional Development goals and Supervisory Option with
- 30 supervisor.
- 31
- 32 c. Has a goal setting conference with supervisor if requested.
- 33
- 34 d. Implements the Professional Development Plan, which incorporates one or
- 35 more of "The 10 Wisconsin Teaching Standards".
- 36
- 37 e. Has support, encouragement, and supervision from supervisor.
- 38
- 39 f. Classroom/work setting contacts by supervisor are expected every year,
- 40 but required during the year of the written performance review.
- 41
- 42 g. Educator provides documentation of growth.
- 43
- 44 h. Performance Review Conference occurs annually.
- 45
- 46 i. At least once every three years a written certified staff evaluation form will
- 47 be completed, which will be provided at least one week prior to the end of
- 48 the contract year.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

3. Educator in Need of Assistance:

- a. Is an educator placed on "intensive supervision" for one year. Placement to be extended at the discretion of the supervisor.
- b. Educator and ECAE receives written notification that educator has been placed on "Intensive Supervision.
- c. Supervisory option may be prescribed.
- d. Individual goals may be prescribed.
- e. A goal-setting conference is required with supervisor.
- f. At least three formal classroom/work setting observations (with post conferences) during the school year will occur.
- g. Has support, encouragement, and supervision from supervisor.
- h. Annual Performance Review Conference occurs.
- i. Collegial assistance may be suggested.
- j. Receives a written certified staff evaluation, which will be provided at least one week prior to the end of the contract year.

4. Extending the Probationary Period. Employees new to the district shall serve a two (2) year probationary period; an employee will serve a third year of probation if deemed necessary by administration. The Employee and Association will be provided written notification of such extension prior to March 1 of the year prior to the extension. The Board of Education, acting through the Administration, shall retain the right to non-renew the employment of a probationary teacher; however, the employee with a representative of his/her choice shall retain the right to have a private conference with the Superintendent and/or Board of Education regarding the reasons for non-renewal.

B. EMPLOYMENT FILE

Any teacher shall be given the opportunity to see any material originated by the school that is placed in his/her file. The teacher may, if he/she so desires, acknowledge that he/she has read the material in the file by affixing his/her signature. However, this signature does not imply either agreement or disagreement with the material content.

- 1. The teacher shall have the right to answer any material filed (as described on Lines 39-42 above), and his/her answer shall be attached to the file copy by the supervisor.
- 2. A copy of any material placed in the teacher's file shall be sent to the teacher.

1 3. Communications placed in the teacher's file shall be restricted to items pertaining
2 to teacher effectiveness.

3

4 **C. TEACHER DISCIPLINE**

5

6 No teacher shall be suspended, reprimanded, dismissed, or reduced in compensation
7 without just cause. Additionally, a teacher who has served a two (2) year probationary
8 period following initial employment shall not be non-renewed without just cause. After
9 two (2) years in an extra-curricular assignment, the just cause standard shall apply. Any
10 such actions shall be subject to review in accordance with Article VIII, Grievance and
11 Complaint Procedures, of this Agreement on Page 34.

12

13 The Association will receive the name(s) of any union employee(s) whose discipline
14 results in a withheld increment, suspension, non-renewal or dismissal, prior to final Board
15 action on said matters.

16

17 Upon recommendation of the principal and Superintendent, the Board of Education
18 reserves the right to withhold the annual increment from any unsatisfactory employee.
19 For an employee at the top of an experience lane, the amount withheld for unsatisfactory
20 performance shall be the lesser of the following:

21

22 1. The incremental difference between the top of the employee's lane and the
23 previous step.

24

25 2. The employee's salary increase as determined by the salary schedule for the
26 ensuing school year.

27

28 In such event, the employee shall be given a written statement of the reason for this
29 action. Should his/her work improve, he/she may again be placed on schedule; he/she
30 shall not, however, be entitled to increments lost, unless the arbitration process, as

31

32 hereafter provided, restores the increments. The Association will be notified as to the
33 number of individuals affected.

34

35 1. Procedures following teacher discipline:

36

37 a. Notification of the action identified on Page 43, Line 28 above shall be
38 provided in writing to the teacher, including reasons for such action, and
39 such notification shall be sent by registered mail to his/her last known
40 address. The Association will be notified in writing of the number of
41 teachers, if any, affected by such action.

42

43 b. The teacher may, if he/she so desires, have a hearing with full benefit of
44 representation and counsel before the Board within thirty (30) days of
45 receipt of notification of recommendation for dismissal or non-renewal. If
46 the dismissal or non-renewal recommendation was found to be unjustified
47 by the Board, then full pay and benefits will accrue to the teacher during
48 this period.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

c. If the affected teacher or the Association waives the above mentioned hearing, or if the decision of the Board is unacceptable to the employee or to the Association, the matter may be submitted to grievance arbitration by the Association as provided for in on Page 37, Line 18 of this Agreement.

2. A reprimand is defined as a formal censure or rebuke, in written form, to express disapproval for unsatisfactory performance, or for an action or an inaction by a teacher. Negative comments or suggestions for improvement on supervisory reports shall not be considered reprimands. However, an "end-of-year" evaluative report that indicates that the teacher is not effective in doing the job for which he/she was employed shall be considered a reprimand.

ARTICLE XI
CONFORMITY TO LAW – SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Board and Association.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53

**ARTICLE XII
ACCEPTANCE OF AGREEMENT**

This Agreement, dated July 1, 2007 and the provisions hereto, when signed by the proper officers of the Board of Education and the Eau Claire Association of Educators shall become operative as of July 1, 2007 shall continue to and include June 30, 2009, and shall continue in full force and effect from year to year thereafter unless written notice is given either party hereto to the other requesting that the Agreement be amended or canceled. If amendments are desired, such amendments shall be contained in such notices.

In the event that the parties do not reach a written successor agreement to this Agreement by the expiration date of this Agreement, the provisions of this Agreement shall remain in full force and effect during the pendency of negotiations and until a successor agreement is executed.

This Agreement, made and entered into the _____ day of _____, 2008.

EAU CLAIRE ASSOCIATION
OF EDUCATORS

BOARD OF EDUCATION
CITY OF EAU CLAIRE, WISCONSIN

President

President

First Vice President

Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

**APPENDIX A
SALARIES**

A. SALARY SCHEDULE TRAINING CLASSIFICATIONS

1. Bachelor's Degree.
2. Bachelor's Degree + 8 Semester Credits, or 1/4 Master's Degree.
3. Bachelor's Degree + 16 Semester Credits, or 1/2 Master's Degree.
4. Bachelor's Degree + 24 Semester Credits, or 3/4 Master's Degree.
5. Bachelor's Degree + 32 Semester Credits.
6. Master's Degree.
7. Master's Degree + 8 Semester Credits.
8. Master's Degree + 16 Semester Credits.
9. Master's Degree + 24 Semester Credits.
10. Master's Degree + 32 Semester Credits.

B. CRITERIA FOR LANE CHANGES AND SUPPLEMENTARY COMPENSATION

1. A committee consisting of two representatives of the Board, two representatives appointed by the Association, and the Executive Director of Personnel shall be convened to evaluate credits earned, or to be earned whenever an employee shall request this service; otherwise the Superintendent shall evaluate such credits.
2. Placement on Salary Lanes 1 through 5 shall be by years of experience and by earning acceptable credits - by earning 8 semester credits or by attaining one-fourth of a Master's Degree; by earning 16 semester credits, or by attaining one-half of a Master's Degree; by earning 24 semester credits, or by attaining three-fourths of a Master's Degree; or by earning 32 semester credits.
3. Placement on Lane 6 will be by years of experience and by earning a master's degree.
4. Placement on Salary Lanes 6 through 10 shall be by years of experience and by earning of acceptable (8, 16, 24, or 32) semester credits.
5. Employees with twenty (20) satisfactory years of service to the Board of Education as an employee herein defined shall receive a 3% increment per year in addition to the salary schedule. This percentage will be based on the beginning rate of the Bachelor's Degree Schedule.
6. The following credits will not be counted towards a lane change:
 - a. Credits earned prior to the date of issuance of a teacher's initial license.
 - b. Post baccalaureate credits earned towards teacher licensure.
 - c. Credits earned toward a license required as a condition of employment.

1 When a teacher possesses a master's degree whose program included credits
2 necessary for the district required license, the teacher must complete an
3 equivalent amount of credits (as was required for the license) in the academic
4 area of the master's degree before they can be placed on the master's degree or
5 higher lane. For example, if a teacher completes a master's degree requiring
6 thirty-six (36) semester hours of credit and thirty (30) hours of credit were
7 required for the district license, then only six (6) credits will be counted towards a
8 lane placement. Thirty (30) additional hours of approved credits in the subject
9 area of the masters would need to be completed before the teacher could be
10 placed on the master's degree or higher lane.

- 11
- 12 7. Field experience credits earned, such as student teaching and counseling intern
13 credits, which are required for one's initial license, will not be counted towards a
14 lane change.

15

16 **C. SALARY SCHEDULE ADVANCEMENT**

- 17
- 18 1. Advancement on the salary schedule shall be made effective twice a year, at the
19 beginning of our school year and the beginning of our second semester, upon
20 receipt of the official transcript. If the requirement is completed and a request
21 for lane advancement by the teacher is on file prior to the above times, but the
22 official transcript has not been received, the advancement will be made effective
23 to the beginning of the semester following the completion of the work.
- 24
- 25 2. Five-eighths of all such credits must be at the graduate level; the remaining
26 credits may be undergraduate level courses. If an individual is requested by the
27 Administration to gain special training, such credits will be accepted at face value
28 without regard to their undergraduate or graduate level.
- 29
- 30 3. Credits earned shall be accepted at the face value provided that:
- 31
- 32 a. They have been earned at a school accredited by the North Central
33 Association of Secondary Schools and Colleges or an equivalent agency
34 and approved by the Wisconsin Department of Public Instruction and are
35 in the field of education, in the teacher's field of teaching, or in fields of
36 general culture related to the individuals assignment.
- 37
- 38 b. Written approval has been secured from the Executive Director of
39 Personnel or the Committee (Page 46, Line 20) prior to enrollment in the
40 course.
- 41
- 42 c. Credits earned beyond the Bachelor's Degree for advancement on the
43 salary schedule must carry the following grades:
- 44
- 45 i. In order to advance one lane on the salary schedule,
46 undergraduate and graduate credits earned shall be "C" or better
47 and must have a grade point average of 2.75.
- 48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

- ii. Individuals working for an advanced degree must comply with the grade requirements of the institution granting such degree.
 - iii. No credits shall be received for courses which have been audited or for which no grade was given.
- d. Inservice training courses may be offered at the discretion of the Board of Education and the Administration, and teachers may be granted credit for advancement on the salary schedule provided the following conditions are met:
 - i. The course is certified to the equivalent of a regular college course after examination of the course content by the Administration of a college or by a college instructor if the class is taught by such an instructor.
 - ii. The number of hours spent in actual class instruction is at least equal to the number of class hours which would normally be spent in a college class of the same number of credits.
 - iii. Work is required outside of the regular class meeting in the ratio of approximately two hours of outside work to each class hour.
 - iv. The student's progress in the class is formally evaluated by the instructor, who must in turn certify to the Executive Director of Personnel upon completion of the course that the work done by the student was performed at the grade level of "C" or better (grade to be listed).
 - v. All credits earned in such programs shall be regarded as undergraduate credits unless the college authority states it would be accepted at their institution as graduate credit.
 - vi. Such courses shall be open for credit only to those teachers who might logically profit from such training.
- e. Upon earning a Master's Degree, retroactive allowances for credits will be made for all credits earned after completion of the Bachelor's Degree. A request for such consideration must, however, be initiated by the teacher.
- f. No more than six semester hours per semester may be used to advance to a new lane on the salary schedule. This restriction on credits taken does not apply to course work taken during the summer semester as long as the teacher is not teaching summer school.

**D. TEACHER'S SALARY SCHEDULE – JULY 1, 2007-JUNE 30, 2008
BOARD OF EDUCATION, EAU CLAIRE, WISCONSIN**

Step	BS	BS +8	BS +16	BS +24	BS +32	MA	MA +8	MA +16	MA +24	MA +32
1	36,050	36,490	36,933	37,373	37,813	38,826	39,316	39,814	40,304	40,798
2	37,442	37,899	38,357	38,815	39,273	40,390	40,902	41,418	41,930	42,442
3	38,779	39,251	39,723	40,199	40,672	41,897	42,431	42,964	43,494	44,028
4	40,113	40,603	41,097	41,584	42,074	43,408	43,959	44,511	45,063	45,614
5	41,450	41,955	42,463	42,972	43,476	44,918	45,488	46,057	46,627	47,197
6	42,788	43,307	43,833	44,352	44,875	46,422	47,013	47,604	48,195	48,786
7	44,122	44,659	45,203	45,737	46,277	47,932	48,541	49,151	49,760	50,369
8	45,455	46,011	46,569	47,125	47,676	49,461	50,066	50,697	51,328	51,955
9	47,600	47,362	47,939	48,509	49,298	50,946	51,595	52,244	52,893	53,541
10		49,551	49,306	49,893	50,481	52,456	53,123	53,794	54,457	55,128
11			51,541	51,278	51,880	53,963	54,648	55,340	56,025	56,714
12				53,556	53,282	55,470	56,177	56,887	57,590	58,296
13					55,604	57,936	58,675	59,410	60,146	60,885

- Employees earning a Doctor's Degree will earn an additional \$500 annually.
- Teachers are employed for 189 days plus 12 hours of inservice education during the school year.
- Employees with twenty (20) satisfactory years of service to the Board of Education as an employee herein defined shall receive a 3% increment per year in addition to the salary schedule. This percentage will be based on the beginning rate of the Bachelor's Degree Schedule.

**E. TEACHER'S SALARY SCHEDULE – JULY 1, 2008-JUNE 30, 2009
BOARD OF EDUCATION, EAU CLAIRE, WISCONSIN**

Step	BS	BS +8	BS +16	BS +24	BS +32	MA	MA +8	MA +16	MA +24	MA +32
1	36,591	37,037	37,487	37,934	38,380	39,409	39,906	40,411	40,909	41,410
2	38,003	38,468	38,933	39,398	39,862	40,997	41,516	42,039	42,559	43,079
3	39,361	39,840	40,320	40,803	41,282	42,526	43,068	43,609	44,147	44,689
4	40,715	41,212	41,714	42,208	42,705	44,059	44,619	45,179	45,739	46,299
5	42,072	42,585	43,101	43,616	44,129	45,592	46,171	46,749	47,327	47,905
6	43,430	43,957	44,491	45,018	45,548	47,118	47,718	48,318	48,919	49,519
7	44,784	45,329	45,881	46,423	46,972	48,651	49,270	49,888	50,507	51,125
8	46,138	46,701	47,268	47,832	48,392	50,203	50,818	51,458	52,098	52,735
9	48,315	48,073	48,659	49,237	50,038	51,710	52,369	53,028	53,686	54,345
10		50,294	50,046	50,642	51,238	53,244	53,920	54,601	55,274	55,955
11			52,314	52,047	52,658	54,773	55,468	56,171	56,866	57,565
12				54,360	54,081	56,303	57,020	57,741	58,454	59,171
13					56,438	58,805	59,556	60,302	61,048	61,799
14										

- Employees earning a Doctor's Degree will earn an additional \$500 annually.
- Teachers are employed for 189 days plus 12 hours of inservice education during the school year.
- Employees with twenty (20) satisfactory years of service to the Board of Education as an employee herein defined shall receive a 3% increment per year in addition to the salary schedule. This percentage will be based on the beginning rate of the Bachelor's Degree Schedule.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

F. TEACHER’S PAY SCALE: BLENDING PI-34 AND EXISTING SCALE

Lane Advancement: Under both systems, it takes eight (8) credits to advance on the lane schedule. Upon successful license renewal, educators advance a minimum of six (6) credits on the lane schedule for both the existing system and the new PI-34 system. The belief is that “six-credits worth of work” are the same under both systems, and recognized by DPI as such. (Taking courses and completing a PDP.)

<p><u>Existing Lane Change Scale</u> (Five-Year License)</p> <ul style="list-style-type: none"> Upon license renewal, educators advance six (6) credits on the lane schedule. DPI requires that educators complete six (6) college credits as a requirement of license renewal. Lane advancement occurs every eight (8) credits. 	<p><u>New PI-34 Scale</u> (Five-Year License)</p> <ul style="list-style-type: none"> Upon license renewal, the completed Professional Development Plan (PDP) counts as six (6) credits on the lane schedule. DPI recognizes professional growth as six (6) credits worth of work. Lane advancement occurs every eight (8) credits. Educators may earn college credits in addition to license renewal credits to advance on the pay scale. Credits cannot be part of PDP. National Boards/Wisconsin Master Educator information: <ul style="list-style-type: none"> Educators must first earn a Master’s Degree to go beyond a BS+32 on the lane schedule. National Boards Certification qualifies an educator for a 10-year Master Teacher license and advancement of 12 credits on the lane schedule (two, six-credit license cycles).
BS + 8	BS + 8
BS + 16	BS + 16
BS + 24	BS + 24
BS + 32	BS + 32
MASTERS DEGREE	MASTERS DEGREE
MS + 8	MS + 8
MS + 16	MS + 16
MS + 24	MS + 24
MS + 32	MS + 32

1
2
3 **APPENDIX B**
4 **INCREMENTS/EXTRA-CURRICULAR ACTIVITIES**

5 **A. DEFINITIONS**

6
7 The following positions, assignments, and extra-curricular activities are to receive their
8 basic salary, prorated pay for extended employment, and the following percentages of
9 the base Bachelor's salary. The percentage of the base Bachelor's salary is to be called
10 the increment for that particular position, assignment, or extra-curricular activity.

11
12 Per Diem is defined to be prorated pay earned for extended employment beyond defined
13 teacher contractual day.

14
15 Any modifications of the compensation for people performing tasks outlined in this
16 section must be approved annually by ECAE representatives and Executive Director of
17 Personnel.

18
19 **B. LONGEVITY PAY FOR ELECTIVE INCREMENTAL ACTIVITIES**

20
21 Longevity pay for elective incremental activities will be added to each increment at the
22 rate of 15% of the increment after five (5) years of experience and 30% of the
23 increment after ten (10) years of experience. No more than one (1) year of longevity
24 may be accumulated in a school year. Experience here is defined to be any extra
25 curricular elective incremental activity. The longevity will apply to certain activities in
26 Appendix B as noted by the longevity column. Longevity will not apply to per diem
27 positions.

28
29 **C. DISTRICT INCREMENTS**

- 30
31 1. If deemed that an employee is to work eight hours (excluding lunch), the
32 employee will be paid for the extra time at his/her regular rate of pay (per diem).
33
34 2. Employees receiving per diem will be compensated annually (the salary on which
35 the per diem is capped at MA+O, 14th Step) as follows:
36 a. An eight (8) hour employee working 189 days will receive an additional
37 19.45 days.
38 b. An eight (8) hour employee working 200 days will receive an additional
39 20.59 days.
40 c. An eight (8) hour employee working 204 days will receive an additional 21
41 days.
42 d. An eight (8) hour employee working 219 days will receive an additional
43 22.55 days.
44
45 3. Existing psychologists (hired prior to 1991-92) will be grandfathered at 20%
46 increment.
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

4. Counselors (hired prior to 1991-92) and speech/language clinicians (hired prior to 1980-81) have the option to continue to receive their increment and work an eight (8) hour day, or receive no increment and work a 7.25 hour day.

DISTRICT INCREMENTS			
INCREMENT ASSIGNMENT		LONGEVITY	PERCENT
1	Psychologist		Per Diem
2	Psychologist (hired prior to 1991-92 school year		<u>20%</u>
3	Social Worker		Per Diem
4	Coordinators: Subject Coordinators Special Education Program Support Teachers Program Coordinators		Per Diem
5	Occupational Therapist/Physical Therapist		Per Diem
6	Speech/Language Clinicians (8 hours – hired prior to 1980-81).		<u>13%%</u>
7	High School Counselors (8 hours – hired prior to 1991-92)		<u>9%</u>
8	Elementary and Middle School Counselors (8 hours – hired prior to 1991-92)		<u>8%</u>
9	Wellness Coordinator		<u>6%</u>
10	Employees with twenty meritorious years of service to the Board of Education		<u>3%</u>
11	Local and out of district mileage will be paid at the rate established by the Internal Revenue Service.		IRS Rate
12	Supervision of Intern Teachers/Counselors		\$300
13	<u>Special Olympics Coordinator</u>		<u>15%</u>
14	<u>Upon Completion of National Boards Certification</u>		<u>12 credits on salary schedule and a one-time payment of \$1,500</u>

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

D. ELEMENTARY INCREMENTS

ELEMENTARY INCREMENTS			
INCREMENT ASSIGNMENT		LONGEVITY	PERCENT
1	Unit Leader (Unit leaders will work up to 122 hours per year) (Unit leaders will be reposted every three (3) years.)		<u>6%</u>
2	Elementary Strings		<u>2%</u>
3	Safety Patrol Low Impact Schools: Exempt from all other supervisory duties. High Impact Schools: 3% increment or exempt from all other supervisory duties.	✓	
4	<u>Destination Imagination</u> <u>An additional 1% will be paid if the team reaches state competition, plus an additional 1% if the team goes beyond the state level (maximum of 4%).</u>	✓	<u>2%</u>

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

E. MIDDLE SCHOOL INCREMENTS

MIDDLE SCHOOL ATHLETICS	
The following criteria will be used to determine the increments for Middle School athletics:	
Travel	.75%
Number of days per week in which activity is conducted	1.25%
Two or more tournaments on weekends	1%
Fifty percent or more practices during non-primetime practice (after 5:00 p.m. or before school)	1%

MIDDLE SCHOOL INCREMENTS			
	INCREMENT ASSIGNMENT	LONGEVITY	PERCENT
1	Art Production	✓	<u>2%</u>
2	Athletic Director	✓	<u>18%</u>
3	Audio Visual Program and Equipment	✓	<u>4%</u>
4	Band Director		<u>6%</u>
5	Destination Imagination An additional 1% will be paid if the team reaches state competition, plus an additional 1% if the team goes beyond the state level (maximum of 4%).	✓	<u>2%</u>
6	Drama	✓	<u>8%</u>
7	Drug Free Club/TATU	✓	<u>4%</u>
8	Field and Equipment Manager	✓	<u>5%</u>
9	Forensics	✓	<u>5%</u>
10	Math Counts	✓	<u>3%</u>
11	Newspaper	✓	<u>4%</u>
12	Noon Program	✓	<u>10%</u>
13	Orchestra Director		<u>5%</u>
14	Outside Duty Supervisor	✓	<u>6%</u>
15	Science Fair	✓	<u>2%</u>
16	Student Activity Director	✓	<u>3%</u>
17	Student Council	✓	<u>4%</u>
18	Team Leader		<u>6%</u>
19	Vocal Music Director		<u>5%</u>
20	Yearbook	✓	<u>8%</u>

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

F. HIGH SCHOOL INCREMENTS

Extra-duty increments will be negotiated only at bargaining time each year except for new positions and positions that are dropped.

HIGH SCHOOL INCREMENTS		
INCREMENT ASSIGNMENT	LONGEVITY	PERCENT
1 Academic Decathlon/Science Olympiad An additional 2% will be paid if the team reaches state competition, plus an additional 1% if the team reaches national level competition (maximum of 9%). The building administrator and the decathlon coach may allocate up to 100 hours of tutoring, paid at the curriculum writing rate, for the preparation of the decathlon team (Tutors other than the decathlon coach.)	✓	6%
2 Art Production	✓	4%
3 Athletic Director	✓	20%
4 Audio-Visual Equipment and Program	✓	4%
5 Band Director		12%
6 Baseball Assistant Coach	✓	9%
7 Baseball Head Coach	✓	12%
8 Basketball Assistant Coach – Boys and Girls	✓	11%
9 Basketball Head Coach – Boys and Girls	✓	17%
10 Cheerleading – Fall	✓	7%
11 Cheerleading – Winter	✓	9%
12 Chemistry Stock Room		7%
13 Cross Country Assistant Coach	✓	8%
14 Cross Country Head Coach – Combined Boys and Girls	✓	11%
15 Debate Assistant Coach	✓	4%
16 Debate Head Coach	✓	9%
17 Distributive Education Clubs of America (DECA)		7%
18 Destination Imagination: An additional 1% will be paid if the team reaches state competition, plus an additional 1% if the team goes beyond the state level (maximum of 4%).	✓	2%
19 Diving Coach – Boys and Girls	✓	9%
20 Dramatics Assistant	✓	8%
21 Dramatics Director	✓	11%
22 FCCLA – Family Career & Community Leaders of America		7%
23 Future Business Leaders of America (FBLA)		7%
24 Future Farmers of America (FFA)		7%
25 Football Assistant Coach	✓	11%
26 Football Head Coach	✓	17%
27 Forensics Assistant Coach	✓	7%

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

28	Forensics Head Coach	✓	11%
29	Golf Coach – Girls	✓	9%
30	Golf Coach – Boys	✓	9%
31	Gymnastics Assistant Coach	✓	9%
32	Gymnastics Head Coach	✓	13%
33	High School Annual	✓	4%
34	High School Challenge: An additional 1% will be paid if the team reaches state competition, plus an additional 1% if the team reaches national competition (maximum of 3%).	✓	1%
35	Hockey Assistant Coach	✓	11%
36	Hockey Head Coach	✓	16%
37	Interact/International Club	✓	2%
38	Intramurals Assistant Coach (Full-time)	✓	5%
39	Intramurals Assistant Coach (Part-time)	✓	3%
40	Intramurals Head Coach	✓	8%
41	Journalism – Newspaper	✓	4%
42	Journalism – Newspaper (with no journalism class offered)	✓	11%
43	Mock Trial	✓	2%
44	National Honor Society	✓	2%
45	Noon Program	✓	3%
46	Orchestra Director		8%
47	Outside Supervisor	✓	6%
48	Photography	✓	5%
49	Pom Pon Assistant Coach	✓	5%
50	Pom Pon Head Coach	✓	9%
51	Printing	✓	5%
52	Soccer Assistant Coach	✓	10%
53	Soccer Head Coach	✓	13%
54	Softball Assistant Coach	✓	9%
55	Softball Head Coach	✓	12%
56	Special Olympics	✓	4%
57	Student Council Advisor	✓	5%
58	Swimming Assistant Coach – Boys and Girls	✓	9%
59	Swimming Head Coach – Boys and Girls	✓	13%
60	Tennis Assistant Coach – Boys and Girls	✓	9%
61	Tennis Head Coach – Boys and Girls	✓	11%
62	Track Assistant Coach – Combined Boys and Girls	✓	8%
63	Track Head Coach – Combined Boys and Girls	✓	11%
64	VICA/Skills USA		7%
65	Vocal Music Director		9%
66	Volleyball Assistant Coach	✓	8%
67	Volleyball Head Coach	✓	13%
68	Wrestling Assistant Coach	✓	11%
69	Wrestling Head Coach	✓	15%

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

G. DEPARTMENT HEAD INCREMENTS

DEPARTMENT HEAD INCREMENTS			
HOURS PER YEAR (Department Head increments will be based upon the number of hours required to perform the duties of department chair.)		LONGEVITY	PERCENT
1	85-133 Hours per Year	No	6%
2	134-194 Hours per Year	No	9%
3	195-247 Hours per Year	No	9% plus 50% release time from 6 th assignment

Departments must have FTE of 3.0 in order to qualify for a department head. A special department head will be established if there is more than one (FTE) staff but less than three (FTE) staff, with a minimum of 85 hours of work and authorized by building administration. Qualifying increment will be 6%.

Unique situations will be reviewed individually with specific criteria established regarding how released time can be achieved.

If a department head meets criteria requirement set forth for an increase (when an increase is possible), the 3% difference will be paid at the end of the school year.

Following are the regulations governing the position of department head.

1. No teacher shall receive more than one of these increments.
2. Any teacher receiving one of these increments must be teaching in the department of which he/she is department head.
3. Department head positions will be reposted every three years, based upon a reposting schedule so approximately one-third of department head positions will be posted annually.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

**APPENDIX C
PAY FOR OTHER EVENTS**

A. PAY FOR CLINICS OR WORKSHOPS

Staff varsity head coaches or his/her designee may receive up to two (2) days and \$100 of verifiable expenses for attending administrator approved clinics or workshops.

B. PAY FOR HOURLY RATES

The salary schedule for work which has been agreed to be paid on an hourly rate shall be paid as follows:

Curriculum Writing (Effective July 1, 2007)	\$24 p/hour
Teacher maintenance of instructional equipment	\$16 p/hour

C. PAY FOR IEPS (Committee to study release time for writing IEP's)

Any certified teacher in the Eau Claire Area School District, who does not receive a related increment above the base salary and who is required by the Administration to be present at an IEP meeting which exceeds the contracted school day, will be reimbursed at the rate of \$24.00 per hour (rounded to nearest 1/2 hour) for the time beyond or before the contracted school day. Infringed upon preparation time (Preparation Time, Page 25, Line 41) beginning with the sixth (6th) IEP meeting occurrence each year will also be given the same compensation.

Any certified teacher in the Eau Claire Area School District, who does not receive a related increment above the base salary and who is required to write IEPs for students, may use parent-teacher conference time to meet with parents and write the IEPs. In the case of a building without parent-teacher conferences, the teacher will be released one and one-half (1 1/2) days to write IEPs and meet with parents. (Structured Planning Time, Page 26, Line 35.)

D. PAY FOR SCHOOL TRIPS

Any employee who travels for the purpose of conducting school business shall be compensated for his/her actual and necessary expenses as outlined in the Eau Claire Area School District Rules and Regulations, Series 500-Personnel, Travel Expense Guidelines, 537.1 Rule.

E. PAY FOR TRAVELING TEACHERS

Traveling teachers will not be assigned extra duties and will be guaranteed 30 minutes for shuttle time.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

**APPENDIX D
ASSOCIATION DUES DEDUCTION FORM**

Please sign ONLY ONE of the following authorizations.

PLAN A

To: Eau Claire Board of Education

You are hereby authorized to withhold bimonthly an amount of money equal to 1/24 of the yearly dues for membership in Eau Claire Association of Educators.

This authorization may be revoked by me, effective as of September 15 of any school year by written notice to the Treasurer of Eau Claire Association of Educators, given on or before September 15 of that year. Without such notice, it is deemed renewed from year to year until revoked by me, or upon termination of my employment.

Signature	_____	Date	_____
Address	_____	Phone#	_____
School	_____		

PLAN B

To: Eau Claire Board of Education

I hereby agree to pay my Association dues in cash by October 1 of each year. If payment is not made by October 1, accept this authorization to place my name on the payroll deduction plan as of October 1.

Signature	_____	Date	_____
Address	_____	Phone#	_____
School	_____		

**APPENDIX E
SENIORITY BANDS**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

General Subject Areas	
Agriculture 6-12	
Art	<ul style="list-style-type: none"> • Art PreK-5 • Art 6-12
Business Education 6-12	
Early Childhood – Special Education/PreK-Kindergarten	
Elementary 1-5	
English 6-12	
Family/Consumer Education 6-12	
Foreign Language	<ul style="list-style-type: none"> • French 6-12 • German 6-12 • Japanese 6-12 • Spanish 6-12
Guidance	<ul style="list-style-type: none"> • Guidance PreK-5 • Guidance 6-12
Health 6-12	
Library Media Specialist	<ul style="list-style-type: none"> • Library Media Specialist PreK-5 • Library Media Specialist 6-12
Marketing 6-12	
Mathematics 6-12	
Middle School 6-8	
Music	<ul style="list-style-type: none"> • Band 6-12 • Vocal Music PreK-5 • Vocal Music 6-12 • Strings PreK-5 • Orchestra 6-12
Physical Education	<ul style="list-style-type: none"> • Physical Education PreK-5 • Physical Education 6-12
PreK-Kindergarten	
Reading	<ul style="list-style-type: none"> • Reading PreK-5 • Reading 6-12 • Reading Specialist PreK-5 • Reading Specialist 6-12
School Psychologist PreK-12	
Science 6-12	
Social Studies 6-12	
Social Worker PreK-12	
Technology Education 6-12	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

**APPENDIX E
SENIORITY BANDS (Continued)**

Special Education
Adaptive Education – Music PreK-12
Audiologist PreK-12
Deaf and Hard of Hearing PreK-12
Early Childhood – Special Education
ED, LD, CD <ul style="list-style-type: none"> • PreK-5 ED, LD, CD • 6-12 ED, LD, CD
Occupational Therapy PreK-12
Physical Therapy – PreK-12
Program Support Teacher – Special Education
Special Design Physical Education Coordinator
Speech and Language Pathology PreK-12
Visually Impaired PreK-12

Other Program Areas
Gifted/Talented <ul style="list-style-type: none"> • Gifted/Talented PreK-5 • Gifted/Talented 6-12
ESL <ul style="list-style-type: none"> • ESL PreK-5 • ESL 6-12
ASL PreK-12

Charter Schools
Chippewa Valley Montessori Charter School
Montessori School Coordinator
Chippewa Valley Technology Charter School
McKinley Charter School
McKinley Charter School Facilitator

Other Positions that Gain Seniority
Athletic Director – Middle School
Northwest Regional Detention Center
WECEP
Individual Achievement Program
School Community/Liaison

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

APPENDIX E
SENIORITY BANDS (Continued)

Coordinators
Middle School Technology
Staff Development
Gifted and Talented
ATOD
Curriculum PreK-5
Curriculum 6-12
PreK-12 Literacy/Assessment
Head Start Program Coordinator

2007-2009 NEGOTIATING COMMITTEE - TEACHERS

Ms. Gretchen Beckstrom	Northstar Middle School
Ms. Jo Ellen Burke	Roosevelt Elementary School
Ms. Carole Galloy	South Middle School
Ms. Chris Hambuch-Boyle	Administration Building
Mr. Tony Hotujec	North High School
Mr. James Martin	DeLong Middle School
Ms. Michelle Peplinski	Northstar Middle School
Mr. Joe Rapacz	Memorial High School
Mr. Brian Wiltgen	Manz Elementary School

2007-2009 NEGOTIATING COMMITTEE - ADMINISTRATION

Ms. Mary Kneer	Board Vice President
Mr. Mike Bollinger	Board Commissioner
Mr. Brent Wogahn	Board Clerk
Ms. Michelle Golden	Assistant Principal
Mr. Chad Erickson	Assistant Principal
Mr. Tim Leibham	Principal
Mr. James Kling	Executive Director of Personnel
Mr. Dan Van De Water	Executive Director of Business Services

BOARD OF EDUCATION

Ms. Carol Craig	President
Ms. Mary Kneer	Vice President
Mr. Brent Wogahn	Clerk
Ms. Trish Cummings	Treasurer
Mr. Mike Bollinger	Commissioner
Mr. Ken Faanes	Commissioner
Mr. Adam Shiel	Commissioner