

CONTRACT

between

Eau Claire Area School District
Board of Education

and

Eau Claire Association of Educators

July 1, 2009 – June 30, 2011

2009-2011 NEGOTIATING COMMITTEE - TEACHERS

Mr. James Martin	Negotiations Chair, DeLong Middle School
Mr. Ron Martin	President, South Middle School
Mr. Mike Burke	WEAC/ECAE Negotiations Specialist
Ms. Gretchen Beckstrom	Northstar Middle School/North High School
Ms. Chris Hambuch-Boyle	Administration Building
Mr. Tony Hotujec	North High School
Mr. Matt Kulasiewicz	South Middle School
Mr. Joe Rapacz	Memorial High School
Mr. Brian Wiltgen	Manz Elementary School
Ms. Sherry Soper	Sherman Elementary School
Ms. Michelle Peplinski	Northstar Middle School

2009-2011 NEGOTIATING COMMITTEE - ADMINISTRATION

Ms. Carol Craig	Board President
Mr. Brent Wogahn	Board Treasurer
Mr. Ronald Heilmann	Superintendent
Mr. Fred Weissenburger	Executive Director of Human Resources
Mr. Dan Van De Water	Executive Director of Business Services
Ms. Michelle Golden	Principal, Northstar Middle School
Mr. Chad Erickson	Principal, Sherman Elementary School
Ms. Amy Zais	Assistant Principal, North High School

BOARD OF EDUCATION

Ms. Carol Craig	President
Mr. Ken Faanes	Vice President
Mr. Brent Wogahn	Treasurer
Mr. Adam Shiel	Clerk
Mr. Robert Janke	Commissioner
Ms. Kathryn Duax	Commissioner
Ms. Wendy Sue Johnson	Commissioner

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Chris Hambuch-Boyle	Vice President
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Carole Galloy	Public Relations Chair
Brian Wiltgen	PreK-5 Level Representative
Sue Fulkerson	Middle Level Representative
Pamela Larson	High School Level Representative
Mike Burke	WEAC/ECAE Negotiations Specialist

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1 THIS AGREEMENT, MADE AND ENTERED INTO, effective as of the first day of July, 2009, by
2 and between the Board of Education of the Eau Claire Area School District, herein and after
3 referred to as the Board, and the Eau Claire Association of Educators, herein and after
4 referred to as the Association.
5

6 During the duration of this agreement, either the Board or Association will be granted one re-
7 opener, with the purpose of the reopening of the contract being confined to one issue. The
8 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 to
11 accommodate program changes. Such contract changes, however, shall not be effective
12 unless executed in writing and signed by the Board and the Association. The written waiver
13 shall sign forth the provision(s) of the contract to be modified, replacement language (if any)
14 and the duration of the contract waiver.
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3 **ARTICLE I**

4 **A. RECOGNITION OF THE ASSOCIATION**

5 The Board recognizes the Association as the exclusive bargaining representative of the
6 eligible employees, consisting of all certified personnel under contract by the Board including
7 classroom teachers, and other special teachers, but excluding all administrative personnel
8 with supervisory responsibilities.
9

10 Supervisory personnel would include anyone who spends at least 50% of his/her time on
11 administrative or supervisory duties and has limited direct contact with children.
12

13 The Superintendent and building principal shall receive by October 1 the names of the
14 Association building representatives.
15

16 **B. MANAGEMENT RIGHTS**

17
18 The Board hereby retains and reserves unto itself all powers, rights, authority, duties and
19 responsibilities conferred upon and vested in it by the laws and the Constitution of the State
20 of Wisconsin and of the United States.
21

- 22 1. The Board shall have the right to the executive management and administrative
23 control of the school system and its properties and facilities.
24
- 25 2. The Board shall have the right to direct all teachers in the performance of necessary
26 work functions. This power shall not be exercised in a manner which will defeat the
27 specific provisions or basic purposes of this Agreement. The powers or authority
28 which the Board has not officially abridged, delegated, or modified by this Agreement
29 are retained by the Board.
30
- 31 3. It is understood by the parties that every incidental duty and detail connected with
32 each position or operation in any assignment or job description is not specifically set
33 forth and that the assignment of new responsibilities shall be subject to the formation
34 of reasonable work rules.
35

36 In the exercise of the powers, rights, authority, duties and responsibilities by the Board, the
37 use of judgment and discretion in connection therewith shall not be exercised in an arbitrary
38 or capricious manner nor in violation of the terms of this Agreement, Section 111.70 of the
39 Wisconsin Statutes nor in violation of the laws of the Constitution of the State of Wisconsin
40 and of the United States.
41

42 **C. NEGOTIATIONS**

43
44 The Board shall provide to the Association, upon request, information about the school
45 district when necessary to negotiations or necessary for the proper enforcement of the terms
46 of this Agreement. This information is to be obtained from available public records.
47
48

1 Whenever meetings are held with the Board or the Administration respecting negotiations of
2 the collective bargaining agreement, the parties shall suffer no loss of pay if such meetings
3 are held during work hours.
4

5 **D. MEETINGS**
6

7 1. **ABC Committee Meetings.** The principal of a school shall meet, when requested,
8 with the Association Building Committee (ABC) or its representative to discuss school
9 operations and questions relating to the implementation of this Agreement. The ABC
10 Committee will consist of the following: Elementary buildings (3-5) teachers;
11 Secondary building (4-9) teachers. Proposed changes in procedures or questions
12 relating to existing procedures shall be subject for discussion at such meetings.
13

14 The ABC Committee of each building will work with the building principal in developing
15 a plan outlining how to increase certified staff attendance at parental involvement
16 activities, such as orientation, back to school nights, parent teacher
17 association/organization activities, open houses, and parent/teacher conferences.
18

19 2. **Faculty Meetings.** When faculty meetings are called, the Association shall have the
20 right to bring items of interest to the faculty at the conclusion of the meeting and
21 after non-members have been permitted to leave. The Board, as in the past, will
22 make buildings available for Association meetings on a space available basis.
23

24 3. **Board and Association Meetings.** It is the desire of the Board and of the
25 Association to further communications between the two groups by holding meetings
26 at the request of either group to discuss matters whether or not related to the
27 implementation of the contract.
28

29 4. **Superintendent and Association Meetings.** It is the desire of the Administration
30 and of the Association to further communications between the two groups by holding
31 monthly meetings to discuss matters whether or not related to the implementation of
32 the contract. Both parties recognize the need to allow for cancellation or the
33 rescheduling of such meetings.
34

35 **E. ASSOCIATION LEAVE DAYS**
36

37 Should the Association send representatives to local, state or national conferences or other
38 business pertinent to Association affairs, these representatives shall be excused without loss
39 of pay, provided that the Association notifies the Superintendent of Schools or designee at
40 least two (2) days prior to the requested leave except in the event of an emergency.
41

42 The Association shall be granted up to thirty-five (35) days release time per school year. Ten
43 (10) of these days shall be designated for attendance at professional development
44 conferences.
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1 **F. ASSOCIATION DUES**

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The Board agrees to continue to deduct Association dues from the wages of each employee. The Association shall notify the Board of the certified amount to be deducted 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.

9 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.

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14 **G. FAIR SHARE AGREEMENT**

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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.

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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.

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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 11, Line 1), 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.

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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.

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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

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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.

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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 Association shall share equally with the Board the responsibility for applying this provision of the Agreement.

**ARTICLE III
SALARIES AND FRINGE BENEFITS**

A. SALARY

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6 1. **Salary Schedule.** The salary schedule and the eligibility requirements therefore are
7 set forth in Appendix A (Page 51) attached hereto and are part of this Agreement.
8

9 Teachers employed who have previous qualified teaching experience will receive full
10 credit for their experience up to three (3) years. Salary schedule placement of
11 teachers with more than three (3) years of teaching experience will be made by the
12 Superintendent of Schools (or designee). In no event shall credit exceed more than
13 ten (10) years of experience, nor shall credit exceed the actual years taught. New
14 teacher employees who have served in the armed forces due to a national emergency
15 shall receive credit for military service not to exceed five (5) years and to be included
16 as credit for outside teaching. Teaching credit shall be allowed only to veterans who,
17 upon separation from service, returned to teacher training or teaching at the nearest
18 semester break following their separation. In no event shall credit be given if more
19 than six (6) months have elapsed from date of separation to return to teacher training
20 or teaching. The six (6) month period does not apply to anyone separated at a time
21 during the school year when the semester break exceeds six (6) months from the date
22 of separation.
23

- 24 2. **Increments/Extra-Curricular Activities.** The salary schedule for increments and
25 extra-curricular activities and the requirements therefore are set forth in Appendix B
26 (Page 57) attached and are part of this Agreement.
27
- 28 3. **Hourly Rates.** The salary schedule for work which has been agreed to be paid on an
29 hourly rate, such as curriculum writing and maintenance of instructional equipment
30 are set forth in Appendix C (Page 63, Line 10) attached and are part of this
31 agreement.
32
- 33 4. **Extended Employment.** Additional employment beyond the basic 189 days shall be
34 paid at the full basic salary schedule rate. Less than full time work during the
35 extended employment period will be prorated accordingly.
36
- 37 5. **Summer School.** Teaching of summer school will be paid at the hourly rate of the
38 base of the bachelor's salary lane for each hour actually taught (for sick leave usage,
39 see Article IV, Section A, 4, Page 21, Line 13).
40
- 41 6. **Mileage Reimbursement.** Local and out-of-district mileage will be paid at the rate
42 established by the Internal Revenue Service.
43

- 44 7. **Pay Schedule.**

- 45
46 a. **Annual Installments.** All employees are to be paid annually in twenty-six
47 (26) equal installments. Employees will be paid through direct deposit to their
48 designated financial institution. When a contract is terminated during the

1 contract period, final payment will be made no later than the second pay
2 period following the last day the employee works.

- 3
4 b. **Extra-Curricular Duties.** Employees performing extra-curricular duties for
5 high schools may opt to receive compensation in two pay periods. The first
6 pay period will be the first payroll check issued after mid-point of the season.
7 The second pay period will be the first pay check after the end of the season.
8 End of season will be defined by WIAA standards.
9
10 c. **Seasonal Increments.** Those employees receiving seasonal increments for
11 middle school activities will be paid at the end of the quarter the activity was
12 conducted. Note: The employee must sign a form at the Central Office
13 indicating this preference by September 30 of each year; otherwise, the
14 increments will be paid equally on the twenty-six (26) installments.
15
16 d. **Longevity.** Employees with twenty (20) satisfactory years of service to the
17 Board as an employee herein defined shall receive a 3% increment per year in
18 addition to the salary schedule. This percentage will be based on the
19 beginning rate of the Bachelor's Degree Schedule. (Appendix A – Salary
20 Schedule, Page 55.)

21
22 Effective July 1, 2010, employees with fifteen (15) satisfactory years of service
23 to the Board as an employee herein defined shall receive a 4% increment per
24 year in addition to the salary schedule. Employees with twenty (20)
25 satisfactory years of service to the Board as an employee herein defined shall
26 receive an 8% increment per year in addition to the salary schedule. This
27 percentage will be based on the beginning rate of the Bachelor's Degree
28 Schedule. (Appendix A – Salary Schedule, Page 55.)
29

- 30 8. **Advancement on Salary Schedule.** Part-time teachers will advance one full
31 increment on the salary schedule following each year of successful teaching.
32

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

34
35 For 2009-2011, 90% of the hospital, surgical and prescription drug insurance will be paid by
36 the Board. The health insurance will include a \$1,000 (single)/\$2,000 (limited family/family)
37 deductible plan with the Board paying the deductible via an Health Reimbursement
38 Arrangement (HRA).
39

40 Teachers working less than full time shall have their hospital and surgical insurance payments
41 prorated to correspond to their work day. Teachers who have qualified for (worked at least
42 half-time prior to July 1, 1978) or received hospitalization benefits, and whose employment
43 by the Board has been uninterrupted, except for recognized leaves of absence, will have the
44 right to have insurance paid by the Board to 90% of the premium.
45

46 The Board will pay up to the existing insurance premium to the insurance company or to the
47 prepaid Group Medical Plan as directed by the teacher. Unless changed by mutual consent of
48

1 the parties to this Agreement, health-surgical and prescription drug benefits shall be
2 maintained at the same level as in effect on July 1, 2010.

3

4 It is agreed that payment towards family coverage will be provided where the employee has
5 one or more dependents as hereinafter defined: A "dependent" means the spouse or
6 registered domestic partner of the employee and their unmarried children (including
7 stepchildren and adopted children). Said children shall cease to be dependents at the end of
8 the month in which they marry, or at the end of the calendar year in which they attain the
9 age of twenty-five (25) years, whichever shall occur first. The terms of the insurance
10 contract shall prevail.

11

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

15

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

18

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

22

23 Unlike resigned or non-renewed teachers whose health insurance contributions end on June
24 30, or terminated teachers whose health and dental insurance contributions end on
25 completion of the month of discharge, laid off teachers shall have the District's health and
26 dental contribution continue for coverage through August provided the teacher timely
27 contributes their portion of the premium.

28

29 **C. DENTAL INSURANCE**

30

31 90% of the dental insurance premium will be paid by the Board for 2009-2011.

32

33 Unless changed by mutual consent of the parties to this Agreement, dental benefits shall be
34 maintained at the same level as in effect July 1, 2010.

35

36 Teachers working less than full time shall have their dental insurance payments prorated to
37 correspond to their work day. Teachers who have qualified for (worked at least half-time
38 prior to July 1, 1978) or received dental insurance benefits, and whose employment by the
39 Board has been uninterrupted, except for recognized leaves of absence, will have the right to
40 have insurance paid by the Board to 90% of the premium.

41

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

45

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

48

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

5 Unlike resigned or non-renewed teachers whose dental insurance contributions end on June
6 30, or terminated teachers whose health and dental insurance contributions end on
7 completion of the month of discharge, laid off teachers shall have the District's health and
8 dental contribution continue for coverage through August provided the teacher timely
9 contributes their portion of the premium.

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11 **D. LIFE INSURANCE**
12

13 The Board will pay for a term group life insurance policy equivalent to one times the
14 employee's career high gross salary. Also, the Board will provide an opportunity for the
15 employee to purchase additional group term insurance at the employee's expense. The Board
16 will provide an annual report to each teacher of their current life insurance coverage.
17

18 **E. WISCONSIN RETIREMENT SYSTEM**
19

20 The Board will pay the employee's required contribution in full to the Wisconsin Retirement
21 System, effective July 1, 2010.
22

23 **F. DISABILITY INSURANCE**
24

25 The Board has agreed to offer disability insurance that provides 90% benefit. Disability
26 insurance and sick leave will not be paid concurrently. In the event a duplicate payment
27 is made due to any circumstances, this duplicate payment will be paid back to the insurance
28 carrier by the employee.
29

30 Employee health insurance premiums will be paid by the Board at the same level as active
31 teachers during the first six months of receiving long term disability benefits.
32

33 **G. EMPLOYEE ASSISTANCE PROGRAM**
34

35 The Board will make an Employee Assistance Program available to employees. The Employee
36 Assistance Plan shall have the same benefits as were provided under the EAP in place in the
37 2008-09 school year.
38

39 **H. EARLY RETIREMENT**
40

41 Any teacher retiring under this plan shall write a letter to the Superintendent no later than
42 April 1 of the last year of proposed regular employment expressing his/her intent to
43 participate in the early retirement program. An exception may be approved by the
44 superintendent and/or his/her designee in cases of provable emergency or extenuating
45 circumstances.
46

47 Any teacher retiring under this plan shall be carried to the completion of his/her program.
48

1 Early retirement (stipend or insurance) cannot begin during the school year except for special
2 circumstances approved by the Superintendent. This program cannot be used in conjunction
3 with disability insurance. Employees who are given approval to retire during the school year
4 are not eligible to receive the benefit of the increased stipend of the next year's settlement.
5

- 6 **1. Early Retirement Stipend.** For employees hired before July 1, 2004, the Board
7 shall offer an early retirement stipend to teachers who elect to retire, provided the
8 teacher has attained the minimum age of 55 and has a minimum of 25 years of
9 teaching experience (these years are years of service and not necessarily seniority
10 years) of which fifteen (15) were in the Eau Claire Area School District. The amount
11 of the stipend shall be 25% of the designated salary schedule step based upon the
12 Agreement negotiated for the year following retirement. An additional one percent
13 (1%) of the designated salary schedule step will be paid for each year of service at
14 the Eau Claire Area School District beginning with the sixteenth (16th) year through
15 the twenty-fifth (25th) year (to a maximum of 35%).
16

17 The stipend will be paid monthly over a five (5) year term.
18

19 The designated salary schedule step used to calculate early retirement benefits is BS
20 1st Step.
21

22 The stipend paid to full time teachers shall be paid in a manner set forth above.
23 However, if the early retiree has taught less than full-time at some time during his/her
24 years of service in the Eau Claire Area School District, the retiree shall have the
25 amount figured as if the retiree was full-time and then multiply this amount by the
26 full-time equivalence of the teacher's service at the District, on a percentage basis.
27 The figure used for years of District service will never be larger than twenty-five (25);
28 the percentage never exceeds 100%.
29

30 **2. Early Retirement Insurance for Employees Hired Before July 1, 2008.**
31

- 32 a. **Premium Contribution.** The Board will provide to all early retirement
33 program participants hospital-surgical, prescription drug, and dental insurances
34 until the employee reaches normal medicare age. If the employee qualifies for
35 medicare prior to normal medicare age, the Board premium contribution
36 granted under this section will be applied to a medicare supplemental plan
37 until normal medicare age is attained. Except as set out above, no retiree may
38 remain in the District's health insurance group after becoming eligible for
39 Medicare. The District's contribution will be capped at the dollar amount in
40 effect for similarly situated active employees in the school year following
41 retirement unless the contribution that school year is less than the District's
42 contribution in the year of retirement. If the District's premium contribution in
43 the school year following retirement is less than in the year of retirement, the
44 District's premium contribution will be the dollar amount contributed for active
45 employees in the year of retirement. Any additional amounts for the cost of
46 coverage shall be paid by the teacher to the District on a monthly basis.
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- i. Early retirees who retire in or before the 2007-2008 school year shall have the District's premium contribution capped at a dollar amount equal to the District's contribution to family coverage for active employees in the school year after retirement;
- ii. Early retirees who retire in the 2008-2009 school year shall have the District's premium contribution capped at a dollar amount equal to the District's contribution to limited family (for those with single or limited family coverage) or family coverage for active employees in the school year after retirement; and
- iii. Early retirees who retire in or after the 2009-2010 school year shall have the District's premium contribution capped at a dollar amount equal to the District's contribution to the applicable (single, limited family or family) coverage in the school year following retirement;

b. **Health Insurance.** For teachers retiring at age sixty-two (62) with fifteen (15) years of service to the Eau Claire Area School District, the Board will provide hospital and surgical insurance until they qualify for Medicare if the teacher notifies the Superintendent of their intent to retire no later than April 1 of the last year of proposed regular employment. No retiree may remain in the District's health insurance group after becoming eligible for Medicare.

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

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

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

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

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

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**ARTICLE IV
LEAVE BENEFITS**

A. SICK LEAVE

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

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

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

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 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.

- 1 2. **Extended Sick Leave.** Be it further agreed that if such absence be longer than
2 accumulated leave, the amount deducted from the employee's pay shall be the daily
3 basic rate of the substitute for a period not to exceed a total of thirty (30) days.
4 Employees shall exhaust personal leave days prior to entering into extended sick
5 leave.
6
7 3. **Worker's Compensation and Sick Leave.** In cases of accidents covered by
8 employer's compensation insurance, the Board will make full payment to the teacher,
9 provided the teacher has accumulated sick leave. The Board shall endorse the
10 compensation checks and turn them over to the employee. Such leave will be
11 deducted on the same ratio as the net salary is paid the individual.
12
13 4. **Summer School.** Teachers teaching summer school and employed by the Eau Claire
14 Area School District may use one (1) day of sick leave for each three (3) complete
15 weeks of summer school scheduled to be taught. Sick leave utilized will be for the
16 actual number of hours scheduled to be taught on the day of absence and is to be
17 charged to the teacher's sick leave accumulated during the regular school year.
18 Teachers will not accrue sick leave while teaching summer school.
19
20 5. **Perfect Attendance.** Teachers with perfect attendance (no use of sick leave) for
21 the year will be allowed an additional personal leave day the following year.
22 Maximum accumulation of personal days will still be five (5) days per year.
23

24 **B. BEREAVEMENT LEAVE**

25
26 Up to three (3) days of bereavement leave may be given an employee who is absent because
27 of a death in the immediate family. The immediate family shall include the employee's
28 mother, father, step-mother, step-father, sister, brother, husband, wife, child (including
29 stepchild), grandchild, niece, nephew, stepsister, stepbrother, mother-in-law, father-in-law,
30 sister-in-law, brother-in-law, aunt, uncle, grandparent, and spouse's grandparent.
31

32 Bereavement leave up to three (3) days for any other bereavement is allowed. The daily
33 base rate of a substitute will be deducted from the employee's pay for each day absent.
34

35 Bereavement leave shall not be deducted from sick leave.
36

37 Longer leaves may be granted under special conditions when requested in writing and
38 confirmed in writing by the Executive Director of Human Resources.
39

40 **C. PERSONAL LEAVE DAY**

41
42 Employees shall be granted one day of personal leave per year, accumulative to five (5) days.
43 Employees hired during the first quarter will be granted a personal leave day. If hired during
44 the second quarter, the employee will be granted .5 personal leave day. An employee hired
45 after the beginning of the second semester is not eligible for personal leave. No personal
46 leave will be granted two weeks prior to the end of the school year without the approval of
47 the Executive Director of Human Resources.
48

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

3

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

9

10 Up to forty (40) teachers may take personal leave the day before and/or the day after a
11 school vacation provided approval has been granted by the building principal or supervisor.

12

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

16

17 Personal leave may not be used on district-wide workshop or inservice days without approval
18 from the Executive Director of Human Resources.

19

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

22

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

26

27 **D. PAY DEDUCT LEAVE**

28

29 Pay deduct days must be approved by the Executive Director of Human Resources.

30

31 **E. EMERGENCY LEAVE**

32

33 Absence for personal reasons other than personal illness or death in the immediate family will
34 not be allowed with pay unless approval is obtained from the Executive Director of Human
35 Resources. Prior approval should be obtained if possible. This leave shall not affect the
36 teacher's accumulated sick leave.

37

38 **F. CHILD REARING LEAVE**

39

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

45

46 1. **Elementary Teachers (Grades Pre-K - 5)**

47

a. Any trimester

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b. Last trimester of current school year and next full school year

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2. **Secondary Teachers (Grades 6-12)**

- a. Any nine-week grading period
- b. The first semester only
- c. The second semester only
- d. The last quarter and next full school year
- e. The second semester and next full school year

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

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

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

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

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

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

G. PROFESSIONAL DEVELOPMENT LEAVE

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

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

1 **H. LEAVES OF ABSENCES**

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1. **Salary and Benefits.** There shall be no leaves of absence with pay other than professional development leave. A teacher on any leave without pay remains eligible, upon request, for participation in all insurance programs for teachers other than income protection insurance, but the teacher must pay the entire premium for all such insurance coverage. Premium payments shall be paid monthly.
2. **Duration of Leave.** No leave will be granted for more than two (2) years other than for military service without special Board action.
3. **Percent Limitation.** Total leaves of absence to be granted shall not exceed 2% of the total teaching staff at any one time, excluding leaves for illness, military service and child rearing.
4. **Returning from Leave.** The employee granted a leave of absence for less than one school year will be returned to the same position. If that position no longer exists, the person will be returned to a similar position. The employee granted a leave for one school year or more will be returned to a position most similar to the one he/she left, if possible. Early return requests will be given every consideration.

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

The following shall be considered leaves of absence without pay:

1. **Association Service.** Such leave includes election or appointment to perform service as a representative of the local Association (ECAE), the State Association (WEAC), the National Association (NEA), or any labor division of a state or federal government or federal government agency on a temporary or emergency level. Approval for such leave must be requested prior to the election or appointment.
2. **Civil Participation Leave**, including the following:
 - a. Election or appointment to an office in a federal, state, county, or municipal government or subdivision thereof.
 - b. Election or appointment to an office in a local union cooperative or credit union enterprise serving Board employees.
 - c. Acceptance of an assignment as a volunteer in the Peace Corps, Vista, Exchange Teaching, or other programs acceptable to the Board.

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

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

5
6 **3. In-District Administrative Leave**

- 7
8 a. Any teacher appointed to an administrative position on either a temporary or
9 permanent assignment shall be considered on leave of absence for a maximum
10 of two (2) years.
11
12 b. Administrative assignment leave will be counted as teaching experience, and
13 the person will be placed at the appropriate step on the salary schedule when
14 he/she returns to teaching.
15
16 c. After the two (2) year maximum, the administrator may be hired to fill a
17 teaching vacancy that exists but cannot bump teachers to get back into
18 teaching or be hired to fill a vacancy for which a laid off employee who is
19 qualified and certified has applied. When the opening exists and the
20 administrator is moved to a teaching position, he/she will be given full credit
21 for his/her years in the Eau Claire Area School District on the Teachers' Salary
22 Schedule and also be given, for seniority purposes, credit for the total time
23 spent in the Eau Claire Area School District as a member of the teachers'
24 group.
25

- 26 **4. Military Service.** Any employee covered by this Agreement who leaves to enter the
27 armed forces either by draft or by enlistment during the times of declared national
28 emergencies, if satisfactory evidence is provided to the Superintendent of Schools that
29 such enlistment is for the purpose of selecting a branch under the Selective Service
30 Training Act of 1940 or any other similar Federal legislation which may be passed,
31 shall be granted a leave of absence until such time as service in the armed forces is
32 terminated. Such service time shall be considered as teaching years.
33

34 The Board will make every effort to place any employee who may become
35 handicapped during such military service.
36

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

- 38
39 a. A total of ten (10) years of employment in education, five (5) years of which must
40 be in the Eau Claire Area School District.
41
42 b. The leave request must be requested by April 1 of the school year immediately
43 preceding the school year for which the leave is requested.
44
45 c. The approval of the Superintendent must be obtained.
46
47 d. The leave is only granted once in a career with no extensions possible.
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- 6. **Personal Illness.** (To be reviewed after two (2) years.)
- 7. **Study at a College or University.** (Available after two (2) years of teaching in the Eau Claire Area School District.) Request for study at a college or university must be submitted by April 1 of the school year immediately preceding the school year for which the leave is requested.
- 8. **Teacher Exchange Program.** The Board and the Association will co-sponsor a teacher exchange program. (See details in Administrative Rules and Regulations 539.2)
- 9. **Unusual Conditions.** This leave, which would include circumstances such as illness in the family, etc., will be determined by the Board and the Superintendent.

I. JOB SHARE REQUESTS

Job Sharing shall refer to two certified professionals sharing one full-time position. Certified professionals are current staff members or former employees who are considered excellent candidates, with at least one of the two professionals being a current staff member. A new or renewed application for a job share position must be submitted to the Executive Director of Human Resources on or before April 1 of the school year immediately preceding the school year for which the job share is requested. Any exceptions to this deadline must be approved by the Superintendent of Schools.

As outlined in the master contract, all wages, fringe benefits, hours, inservice and sick leave will be prorated.

In the event a job sharer requests to return to the employment status he/she held before going to the job share assignment and a vacancy now exists, the district shall grant such a request if the lay-off language permits, before hiring personnel from outside of the district.

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**ARTICLE V
EMPLOYMENT CONDITIONS**

A. SCHOOL CALENDAR

Teachers shall be employed for 189 contract days, plus twelve (12) hours of inservice outside of the regular contractual workday. The 189 days will consist of 180 teaching days, four (4) days of workshops, three (3) holidays, and two (2) full days of collaboratively designed (teaching and learning collaboration team) professional development. One of the workshop dates will occur at the end of trimester one for the elementary teachers and the end of semester one for the secondary teachers. The first two (2) days that school is closed because of inclement weather need not be made up. Assignment of hours and duties of teachers shall be made by the principals and coordinated and approved by the Superintendent.

The school calendar will be negotiated by the Association and the Board after recommendations are made by a committee consisting of four (4) Association representatives and administrative personnel. The Board reserves the right to determine the day(s) used for professional development.

B. TEACHING DAY

1. **Standard Day – Elementary (K-5).** A standard day shall be defined as 435 minutes, excluding lunch but including a morning homeroom period of 7-15 minutes, e.g., where teachers will supervise students entering the building, take roll, take lunch count, make announcements, etc. The teaching day shall not exceed 349 minutes of classroom teaching, thirty (30) minutes for lunch and thirty (30) minutes of recess. Outside of the forty-five (45) minutes guaranteed prep time and a thirty (30) continuous minute block for lunch daily, up to eighteen (18) hours per year of the standard work day (an average of six (6) minutes each day - thirty (30) minutes per week) may be assigned each teacher for supervisory duties. Supervision assignments should be assigned equitably among staff. Any supervisory time assigned above the eighteen (18) hours will be compensated for at the rate of ten dollars (\$10.00) per hour.
2. **Standard Day - Secondary (6-12).** A standard day shall be defined as 435 minutes, excluding lunch. The teaching day shall not exceed 334 minutes of classroom teaching (not more than five (5) teaching class periods) including a regular duty period, if assigned, but excluding other supervisory assignments.
3. **Reduction from a Standard Day – Elementary (K-5).** A reduction in a standard teaching day shall be defined as the percentage of reduced classroom teaching time below 349 minutes per day. A reduction in the 45 minute preparation period per day shall not constitute a reduction from the full teaching day.
4. **Reduction from a Standard Day – Secondary (6-12).** A reduction in the standard teaching day shall be defined as less classroom teaching time than is assigned the majority of other secondary teachers (presently five teaching class

1 periods). A reduction in either the preparation period or the duty period shall not
2 constitute a reduction for contract purposes.
3

- 4 **5. Addition to a Standard Day – Elementary (K-5).** If a teacher voluntarily accepts
5 a classroom teaching assignment which exceeds 349 minutes per day the teacher will
6 be contracted on a pro-rata basis.
7
- 8 **6. Addition to a Standard Day – Secondary (6-12).** If a teacher voluntarily accepts
9 an administratively assigned additional teaching class period in excess of the norm
10 (presently five (5) teaching class periods) in existence at that time, but less than the
11 334 minutes of assignable classroom teaching time, the duty period assignment will
12 be waived and an additional payment equal to one-half of the full pro-rated amount
13 will be made for the time so assigned. (Presently 1/2 of 1/5 or 1/10 of the teacher's
14 base salary for the time so assigned.) If a teacher voluntarily accepts a classroom
15 teaching assignment which exceeds 334 minutes per day the teacher will be
16 contracted on a pro-rata basis.
17
- 18 **7. Preparation Time.** The Board will continue the present practice of providing all full-
19 time teachers with a daily preparation period. Less than full time teachers will receive
20 a pro-rated preparation period. Teachers not receiving a preparation period will be
21 compensated at nine (9) percent of base salary (full year loss of prep). Teachers are
22 not entitled to a preparation period when accompanying students on a school
23 sponsored activity such as a field trip, club, or athletic event if the activity trip or
24 event coincides with the regularly scheduled preparation time.
25

26 Teachers who agree to substitute for another teacher during his or her preparation
27 period will be compensated at the curriculum writing rate (Appendix C, Page 63, Line
28 15).
29

- 30 a. Teacher preparation shall mean time spent preparing for classroom
31 presentations, individual work with students, meeting with resource specialists,
32 or involvement in other job related activities.
33
- 34 b. At the secondary level such period shall be defined as a continuous span of
35 time no less than the equivalent of a normal class period at the teacher's
36 school.
37
- 38 c. Grade 1-5 classroom teacher individual preparation will occur during art, music
39 and physical education instruction of the teacher's class.
40
- 41 d. All other elementary teachers will receive 225 minutes of individual preparation
42 time per week. The length of a preparation period will be a minimum of thirty
43 (30) minutes. Preparation time shall occur during the student day.
44
- 45 e. Regarding teachers in counseling and media, the classroom teacher will be
46 present during the lesson. The teacher will be responsible for the material
47 taught but may do other classroom assignments during the period, as mutually
48 agreed to by the teacher, the classroom teacher, and the building principal.

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

4
5 Kindergarten teachers will receive 30 minutes per week, per section, of subject area
6 teaching assistance in the areas of physical education and music. Kindergarten
7 teachers will receive consultant assistance from the art teacher.

8
9 9. **Structured Planning Time.** At the elementary level, grade 1-5 classroom teachers
10 will be provided forty (40) to forty-five (45) minutes of structured planning time per
11 day of which at least 30 minutes are continuous. It is understood that the first
12 priority use of this time would be collaborative planning.

13
14 Examples of collaborative planning activities would include IEP, team, or unit
15 meetings, and meetings with teachers.

16
17 Elementary principals may designate time for faculty meetings, not to exceed ninety
18 (90) minutes per month, and staff development time, not to exceed ninety (90)
19 minutes per month, during the structured planning time of the building. In addition, if
20 a teacher is not assigned supervisory duties during recess or bus duty, this time can
21 be used for additional prep time. Exception: Building administrators may assign
22 elementary teachers to an occasional duty of indoor recess to provide sufficient
23 supervision. (Sufficient supervision is where one (1) teacher will be assigned multiple
24 classrooms from a building indoor recess schedule designed by the building principal
25 and monitored by the Executive Director of Administration.) This is not included in the
26 eighteen (18) hours of assignable duty time.

27
28 10. **Leaving School Premises.** Teachers may not leave school premises during their
29 preparation time except with the permission of the administrator in charge. Such
30 absence shall be permitted only for an emergency or for tasks directly associated with
31 preparation for a class.

32
33 11. **Lunch Period.** All teachers shall be entitled to a duty free lunch period of 30
34 consecutive minutes. This section will not apply when teachers accompany students
35 on school sponsored activities such as field trips, club or athletic events during their
36 regularly scheduled lunch period.

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

40
41 13. **Teacher Lounges.** The Board will continue the policy of providing lounges for
42 teachers in all buildings.

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44 14. **Work Day Minutes.** The normal work day for teachers shall consist of no more than
45 465 continuous minutes. Part-time positions shall be scheduled within four class
46 periods.

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1 15. **Traveling Teachers.** Traveling teachers will not be assigned extra duties and will be
2 guaranteed 30 minutes for shuttle time.

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4 16. **Bargaining Impact.** The Board retains the right to make changes in the length,
5 structure, or sequence of the student day, the number of teacher preparations, and/or
6 pupil load. If the secondary schedule is changed from what currently exists, the
7 Association shall be given notice prior to the implementation of such changes; and
8 shall have the right to re-open bargaining during the term of the collective bargaining
9 agreement for the purpose of bargaining the impact of such change on teachers'
10 wages, hours and conditions of employment.

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12 **C. CLASS SIZES**

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

16
17 The Administration shall provide the Association with a class size report of all classes by the
18 end of the trial week. Revisions of this list shall be forwarded to the Association each
19 semester.

20
21 By May 15 of each year, the Superintendent shall furnish the Association with a tentative
22 class listing for the next year.

23
24 By September 15, the Superintendent or designee shall furnish the teacher and the
25 Association with a summary of the efforts made to correct problem areas.

26
27 The District will deal with class size problem areas in a timely manner. The District shall meet
28 and confer with ECAE to receive its input when addressing class size issues. Any problems
29 will be resolved by the Superintendent of Schools.

30
31 **D. COMPLAINTS/WORKING CONDITIONS**

32
33 The Board shall permit a designated regular staff member of the Association to visit the
34 schools to investigate working conditions and teacher complaints or problems relating to the
35 terms and conditions of this Agreement. The Association representative shall inform his/her
36 principal and the principal of the building being visited, if possible, at least two school days in
37 advance of his/her visit. Upon the representative's arrival, the principal, or in his/her
38 absence, the acting administrator shall confer with the Association representative in order to
39 facilitate the purpose of his/her visit. Such visits and conferences with teachers shall be
40 scheduled without interruption of the students' instruction.

41
42 **E. EXTRA-CURRICULAR ACTIVITIES**

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44 1. **Assignments.** Extra-curricular activities or assignments on the part of teachers shall
45 be voluntary insofar as possible. If the teacher asks to be relieved of the increment,
46 the Board will make a reasonable attempt to find a suitable replacement.

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2. **Resignations.** Teachers who serve as head coaches of high school extra-curricular activities must indicate their intentions to resign for the next season within thirty (30) days after the completion of their current season (as defined by WIAA). Resignations of head coaches will not be accepted at other times unless approved by the Superintendent of Schools/designee. End of season is as defined by WIAA.
3. **Contractual Assignment.** Teachers who have an extra-curricular assignment on their original contract are expected to serve in that position for at least three years. If, after three years, an employee would like to be relieved of the assignment, the employee must give notice within thirty (30) days after completion of his/her season. The resignation will be accepted assuming a suitable replacement can be found as determined by the principal. If no suitable replacement is found, the employee would be obligated to serve in the position the next season. At the completion of that season, the resignation would be accepted unconditionally.
4. **Head Coaches.** Head coaches serve a three (3) year probationary period. As a component of ECASD's Supervision and Evaluation of Coaches process, a written evaluation must be provided within twenty (20) calendar days of the conclusion of the sport's season. After three (3) years in an extra-curricular assignment, the just cause standard shall apply. Any such actions shall be subject to review in accordance with Article VIII, Grievance and Complaint Procedures, of this Agreement on page 34.
By the 20th day after the completion of their sport season (as defined by the WIAA), the supervisor will have discussed the progress and status (including those considered to be at risk) of each probationary coach with the ECAE representative. The written evaluation (a summary of progress and decisions) will be provided to the coach as well as the ECAE representative.
5. **Voluntary Assignment.** A teacher who volunteers for an extra-curricular activity that was not included in his/her original contract shall only be obligated to serve on a year-to-year basis.
6. **Insufficient Student Participation.** A teacher will be relieved of an assignment if there is insufficient student participation to conduct the activity. If a teacher is relieved of an assignment, he/she will receive a minimum of 25% of the increment. A coach will be expected to coach only one team.

38 **F. OTHER EMPLOYMENT CONDITIONS**

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1. **Certificate of Good Health.** The Board will continue the policy of requiring any new employee to present a certificate of good health from a licensed physician on a form provided by the Board. The total cost of examination and x-rays shall be paid by the Board. The teacher may use a physician of his/her choice.
2. **Certification.** Wisconsin Department of Public Instruction certification shall be required for all teaching positions.

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3. **Contract.** No person shall be employed as a teacher by the Board who has not first individually entered into a legal or binding teacher contract with the Board, the terms of which contract shall not be inconsistent herewith.
4. **CPR Licensure.** The Superintendent may require a number of teachers at each school to be certified in Cardiopulmonary Resuscitation (CPR) and maintain such licensure.
5. **Home Visits/Homebound Teachers.** All home visitation or homebound teachers, whenever possible, shall be qualified teachers for the subjects being tutored.
6. **Inclement Weather.** Teachers will be excused from school on days when school is canceled due to inclement weather, unless a teacher is absent the day before and the day after the canceled day. If a teacher is absent the day before and the day after the canceled school day, the teacher will be charged with the absence for the same reason as the other absences.
7. **Notices, Communication, Bulletins.** Whenever possible, notices, communications and special bulletins shall be regulated to prevent interruptions of classroom routine.
8. **Student Teacher Assignment.** No teacher shall be assigned a student teacher without advance notice and the consent of the cooperating teacher.
9. **Students with Physical/Emotional Problems.** Teachers shall be provided with the names of pupils known to be suffering from physical and/or emotional problems by the first day of classes.
10. **Teaching License.** Individuals employed by the Board as teachers shall be required to maintain a license to teach all subjects and/or areas as they are licensed to teach when initially hired by the Board on a non-emergency contract unless the discontinuance of such an area of licensure is approved by the Superintendent or his/her designee.

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ARTICLE VI
TEACHER ASSIGNMENTS AND REASSIGNMENTS

A. ASSIGNMENTS WITH TEACHING CERTIFICATE

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

B. PREFERENCE OF ASSIGNMENT

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

C. PROSPECTIVE SCHEDULE

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 (Article IX, Section D, Page 44, Line 5).

D. TEACHER ASSIGNED ROOMS

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

E. ASSUMPTION OF TEMPORARY ADMINISTRATIVE DUTIES

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

F. RESIGNATION

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

G. SENIORITY/EMPLOYMENT RIGHTS

1. **Definition of Seniority.** A seniority band is a specific certification or program area as defined and listed in Appendix D, Page 64. 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 Association will jointly agree to new seniority bands.

1 A seniority band list will be compiled after the start of each school year and copies will
2 be forwarded to the Association no later than December 1. The list shall include the
3 rank of all employees including active employees and employees on full or partial
4 layoff according to their length of service in the Eau Claire Area School District as
5 determined by seniority rights of this Agreement.
6

7 **2. Types of Seniority.**
8

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

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

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

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

28 **3. Eligibility for Reemployment/Seniority.** Employees who are eligible to earn
29 seniority shall accrue seniority on a pro-rata basis (by day and percent of qualified
30 employment) in accordance with their continuous teaching experience within the Eau
31 Claire Area School District. Seniority shall be based on a regular school year without
32 consideration for when a contract was signed or any extended employment beyond
33 the normal school day (7.25 hours) or year (189 days). Seniority will be based on the
34 starting day of work within the normal school calendar year.
35

36 a. **New Employees (Less than half-time).** New employees (those employees
37 who have no seniority) who are hired at less than half-time, regardless at what
38 time they are hired during the school year, shall not have any reemployment
39 rights, nor shall they accrue seniority for less than half-time employment, nor
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shall they be able to count less than one-half time employment to fulfill the three (3) year probationary period. (Cross Reference Article VII, Section A, Page 37.)

- b. **New Employees (Half-time or more).** New full-time employees must be employed (on the job) by the last day of the first quarter and complete the school year under the original contract to gain reemployment rights and to gain seniority for the period of employment. If employed by this date, this year would also qualify as one year of the probationary period.
 - c. **New Employees (Mid-Year Hires).** New employees who are employed on a non-emergency contract for one half time or more before the first day of the second quarter and who complete the school year under the original contract will gain reemployment rights and seniority for the period of employment. If employed by this date, this year would also qualify as one year of the probationary period. Seniority will be prorated and reemployment under the provisions of the contract will occur only if the vacancy exists for which they are qualified.
 - d. **Long-term Substitutes.** Long-term substitutes, as defined on Page 37, Line 33, of this Agreement shall be employed to fill temporary vacancies caused by long-term illnesses, short-term leaves of absence, or lack of available certified personnel. Such employees shall have no reemployment or seniority rights, nor shall they be able to count any time served as a long-term substitute to fulfill the three (3) year probationary period.
 - e. **Layoff.** Seniority accumulates on a prorated basis for staff on layoff who assume long-term substitute assignments or emergency contracts. Day to day substitute work does not accumulate seniority.
4. **Termination of Seniority.** Seniority rights shall be terminated if a staff member resigns, retires, is discharged, or non-renewed, or fails to be recalled during the recall rights period.

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.

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- 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 (Article VI, Section G, 3, Page 34, Line 36).

- 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** (Article VII, Section A, Page 37, Line 7).
- 6. **Vacancies Before July 31** (Article VII, Section A, Page 37, Line 8).

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

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ARTICLE VII
EMERGENCY CONTRACTS AND SUBSTITUTE TEACHERS

A. VACANCIES FILLED BY EMERGENCY CONTRACT

Vacancies created after July 31, due to resignation, retirement, or death, may be filled by an emergency contract. Vacancies created before July 31 may also be filled by an emergency contract if employment of a staff member new to the district is delayed until after July 31 due to granting of transfer(s). These exceptions would be mutually agreed upon by management and ECAE. Emergency contract teachers will be granted permanent status at the beginning of the third year of employment if the emergency position was at the same seniority band for the past two consecutive years and will be for the upcoming third year of employment.

Positions filled by emergency contract personnel will be reposted each year if the position has not been eliminated. (Article VI, Section H, Page 36, Line 5.)

B. SENIORITY AND PROBATION FOR EMERGENCY CONTRACT

Employees working under emergency contracts who are rehired the following school year on a regular contract into the same seniority area will be granted seniority for the emergency contract year immediately preceding the first year of their regular contract; they will also be given credit for that emergency service toward completion of this probationary period.

Exception: If the employee is once again rehired to fill a vacancy created by retirement, resignation, or death after July 31, the teacher may be hired on an emergency contract. Also, under this condition, if rehired the following year on a regular contract, the teacher would be granted seniority for the last year served under the emergency contract. This one year would also serve as part of the probationary period. (Seniority, Article VI, Section G, Page 33; Probation, Article X, Section A, Page 45.)

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

C. SUBSTITUTES

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

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**ARTICLE VIII
GRIEVANCE AND COMPLAINT PROCEDURES**

A. DEFINITIONS

1. A grievance is defined as a question(s) regarding the proper interpretation or application of a specific provision of this Agreement.
2. Whenever the term "school" is used, it is to include work location or functional division or group in which a grievance may arise. Wherever the term "principal" is used, it is to include the administrator of any work location or functional division or group. Wherever the term "Superintendent of Schools" is used, it is to include the Superintendent or any designee of the Superintendent upon whom the Superintendent has conferred authority to act in his/her place. Wherever the term "teacher" is used, it is to include any employee or employees covered by this Agreement. Wherever the term "Association Representative" is used, it is to include the Association Building Representative or his/her Association teacher designee.

B. PREFACE

1. The Association shall have the right to continue prosecution of a grievance once commenced by a complainant regardless of whether the complainant wants to continue.
2. The teacher shall have the right to be represented by counsel or any additional persons he/she deems necessary starting at Step 2 on the procedure, provided, however, that he/she gives 24 hours notice that he/she will be represented by counsel or outside Association representatives.
3. If a grievance is of such a nature as to require immediate action, the Association may appeal to the Superintendent immediately after the informal step (Step 1), and the Superintendent may accept jurisdiction of the case unless, in his/her opinion, the matter is not of such urgency as to warrant immediate attention.
4. The grievance procedures provided in this Agreement shall be supplementary, or cumulative to, rather than exclusive of any procedures or remedies afforded to any teacher by law. However, applications to the WERC or to any court of law shall not be made until grievance procedures have been exhausted.
5. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement existing between the parties hereto.
6. Failure by the Association or the grievant to process the grievance to the next step within the prescribed limits shall result in the grievance being resolved in the favor of the Board.
7. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

1 8. Principals shall make arrangements to allow reasonable time without the loss of salary
2 for designated Association representatives to investigate a grievance. In the event
3 clarification is necessary as to what constitutes reasonable time, the Superintendent,
4 after consultation with the Association, shall make the final determination.
5

6 **C. PROCEDURES FOR GRIEVANCES**
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8 Grievances shall be presented and adjusted in accordance with the procedures that follow. If
9 both parties agree, any or all of Steps 1-4 can be waived.
10

11 **Step 1.** Any teacher with a grievance shall first discuss the matter with the principal or
12 immediate supervisor, either directly or accompanied by the designated Association
13 representative, with the object of resolving the matter informally. This meeting must be
14 scheduled within ten (10) school days following the act or condition that is the basis of the
15 grievance. The solution shall be reduced to writing with copies forwarded to the Association,
16 the Principal and the Grievant.
17

18 **Step 2.** In the event the matter is not resolved informally, the grievance stated in writing
19 shall be submitted to the principal and the designated Association Representative within five
20 (5) school days following the Step 1 meeting.
21

22 The written grievance shall give a clear and concise statement of the alleged grievance
23 including the facts upon which the grievance is based, the issue involved, the specific
24 section(s) of the Agreement alleged to have been violated, and the relief sought.
25

26 Within three (3) school days after receiving the grievance, the principal shall communicate
27 his/her decision in writing to the teacher making the complaint and the Association
28 representative.
29

30 **Step 3.** If the grievance has not been resolved satisfactorily within three (3) school days
31 after receiving the decision of the principal, the aggrieved teacher and/or the Association may
32 appeal from the decision at Step 2 to the Superintendent of Schools. The appeal shall be in
33 writing and shall be accompanied by a copy of the decision at Step 2.
34

- 35 1. Within five (5) school days after receipt of the appeal, the Superintendent or designee
36 shall hold a hearing on the grievance.
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- 38 2. The aggrieved teacher, the Association representative, the principal, and the
39 chairperson of the Association Grievance Committee or his/her Association designee
40 shall be given at least two (2) school days' notice of the hearing.
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- 42 3. The aggrieved teacher shall be present at the hearing except that he/she need not
43 attend where it is mutually agreed that no facts are in dispute and that the sole
44 question before the Superintendent is one of interpretation of a provision of
45 any agreement between the parties thereof, or of what is established practice within
46 the framework of this Agreement.
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1 4. Within five (5) school days after the hearing on the appeal, the Superintendent or
2 designee shall communicate his/her decision in writing, together with the supporting
3 reasons to all parties present at the hearing.
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5 **Step 4.** Within five (5) school days after receiving the decision of the Superintendent,
6 the aggrieved teacher, through the Association or the Association on its own behalf, may
7 appeal the decision directly to the Board of Education. The appeal shall be in writing and
8 shall be accompanied by a copy of the decision at Step 3.
9

10 1. No later than thirty (30) calendar days after receipt of the appeal, the Board shall hold
11 a hearing on the grievance.
12

13 2. The aggrieved teacher, the Association representative, the principal, the chairperson
14 of the Association Grievance Committee, the Superintendent, and the president of the
15 local Association shall be given at least two (2) school days' notice of the hearing.
16

17 3. Within five (5) school days after the hearing on the appeal, the Board shall
18 communicate its decision in writing, together with supporting reasons, to all parties
19 present at the hearing.
20

21 **Step 5.** If the decision rendered is unacceptable, within ten (10) school days after receiving
22 the decision of the Board, the Association may appeal the decision of the Board directly to the
23 Wisconsin Employment Relations Commission for arbitration.
24

25 1. The decision of the arbitrator shall be in writing and shall set forth his/her opinions
26 and conclusion on the issues submitted to him/her at the hearing or in writing.
27

28 2. The decision of the arbitrator shall be binding upon both parties and shall be final
29 except for a decision which would reduce or eliminate aids provided for school
30 operation from State or Federal government or other sources, or change or abridge a
31 mandatory school law and is limited to terms and conditions set forth in this
32 Agreement.
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34 3. Nothing in the foregoing shall be construed to empower the arbitrator to make any
35 decision amending, changing, subtracting from, or adding to the provisions of this
36 Agreement.
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**ARTICLE IX
REDUCTION IN WORK FORCE**

A. LAYOFF PROCEDURES

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

1. **Definition of Qualified.** Qualified shall be defined as having experience in that seniority band in this District. (Article VI, Section G, Page 33, Line 43 and Appendix D, Page 64)
2. **Benefits.** Teachers on layoff shall retain all accumulated benefits, including sick leave accrued, if they are recalled to work, subject to the terms of the contract in effect at the time of recall.

Unlike resigned or non-renewed teachers whose health and dental insurance contributions end on June 30, or terminated teachers whose health and dental insurance contributions end on completion of the month of discharge, laid off teachers shall have the District's health and dental contribution continue for coverage through August provided the teacher timely contributes their portion of the premium.
3. **Seniority/Employment Rights.** Within a given seniority band, employees shall be laid off in reverse order of their seniority. If two or more employees have the same number of years of seniority and are subject to lay-off selection, the Board shall determine who will be laid off. A teacher whose position is eliminated or reduced shall have the right to either be transferred to a vacant position for which he/she is *qualified*, or replace another teacher(s) in the school system in an area in which the teacher whose position is eliminated or reduced is *qualified* and has seniority over the other teacher(s). (Article IX, Section A, 1, Page 41, Line 10.)
4. **Notice to Employee.** The Board shall provide written notice to the Association and to the employee(s) it has selected for layoff by May 1 for a layoff for the first semester of the following school year and a sixty (60) day layoff notice prior to the start of the second semester for a second semester layoff. The Board shall also provide these employees an opportunity for a conference with the Administration if so desired prior to the time the Board makes a final decision. Representatives of the Association may be present at the conference.
5. **Insurance.** Employees on layoff status shall be given the option of retaining all group insurance coverage, at their own expense, as long as they are not gainfully employed by another employer from whom such coverage would be available and as long as the eligibility requirements with the District's insurance carrier(s) are met. Such eligibility shall continue while the employee is on layoff status.

1 6. **Involuntary Reduction.** Any person involuntarily reduced from full to not less than
2 half time prior to July 1, 2010, shall maintain all full time rights, privileges, and
3 benefits except for salary, seniority, and teacher retirement contributions which will be
4 prorated. Any person involuntarily reduced from full to not less than half time on or
5 after July 1, 2010, shall maintain all full time rights, privileges, and benefits except for
6 salary, health and dental insurance premium contributions, seniority, and teacher
7 retirement contributions which will be prorated.
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9 **B. RECALL PROCEDURES**

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- 11 1. The reemployment rights of a teacher on layoff shall commence on the day following
12 the last day of employment. Acceptance and completion of long-term substitute
13 assignments (over twenty [20] days consecutively in the same position) or an
14 emergency assignment for someone on leave would qualify as employment.
15 Employees on layoff shall possess rights of reemployment up to the percentage of full
16 time employment which was held at the time of the layoff until the first day of the
17 school calendar of the third year following layoff. An employee returning from layoff
18 does not jeopardize his or her rights in accepting a position of less time than
19 contracted for at the time of layoff.
20
- 21 2. If the Board decides to fill a teaching vacancy for which the person is qualified during
22 a teacher's reemployment rights period, such teachers shall be notified by certified
23 mail and offered employment in order of seniority. Employees on layoff will be
24 offered reemployment once annually for each opening for which the person is
25 qualified. Within two (2) weeks after the teacher has signed for the certified mail
26 notice, he/she must notify the Superintendent, in writing, of his/her decision. If the
27 recall occurs during first semester, the teacher on layoff must return at the start of
28 the second semester unless he/she is under contract as a teacher in another district
29 and cannot get released. If such is the case, the teacher must return the following
30 fall. If a teacher is recalled during second semester, he/she must return the following
31 fall. It shall be the responsibility of each teacher to keep the Board advised, in
32 writing, of his/her current mailing address. Any and all reemployment rights granted
33 to a teacher on layoff, pursuant to this Article, shall terminate upon failure of such
34 teacher to respond to the notice as provided above.
35
- 36 3. An employee may take a layoff if a workload reduction would result in less
37 employment than the employee's current contract provides. When an employee
38 elects to take a layoff because of a reduction in hours, the open position would be
39 offered next in order of seniority to other qualified persons on layoff. If those
40 employees elect not to take the part-time position, it will be filled from outside the
41 district. If another employee with less seniority accepts this vacated position, the
42 employee on layoff is guaranteed an opportunity to return to the vacated position at
43 the beginning of any one school year during his/her recall period.
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- 45 4. The offer of the following types of employment during the reemployment rights
46 period, whether or not accepted, shall not change the teachers' reemployment rights
47 period:
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- a. Emergency contract
- b. Long-term substitute assignment
- c. Position in another bargaining unit in this district
- d. Position with another school district
- e. Position outside the field of preK-12 education
- f. An offer of employment that constitutes a lesser percentage than the previous load

5. No new or long-term substitute assignments may be made by the Board until after those assignments have been offered to employees who have been laid off or reduced in hours who are available and qualified to fill the vacancies.

C. VOLUNTARY REDUCTION

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

D. VOLUNTARY/INVOLUNTARY TRANSFER

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

- 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 Human Resources 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.

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- 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* (Article IX, Section A, 1, Page 41, Line 10) before any new teachers are hired. If there are not enough vacant positions available, then the contractual layoff procedure would apply.

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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 three year probationary period.
- b. Is assigned a mentor up to three (3) years.
- c. Mutually sets goals with supervisor for professional development.
- d. Participates in goal setting conference (year one).
- e. Participates in "I Can Do It" workshop (for educators in first year of employment with less than three years of experience).
- f. Has three formal classroom/work setting observations with post conference during semester one of first year. Second and third year - two formal observations. The first observation each year is required to occur prior to October 1.
- g. By November 30 each year, the supervisor will have discussed the progress and status of each probationary educator with the Association representative. Educators who are considered (by their supervisor) to be "at risk" will be notified by December 15. A written summary of progress and decisions will be provided at this time to the educator as well as the Association representative.
- h. Has support, encouragement, and supervision from supervisor.
- i. Receives an Annual Performance Review Conference.
- j. Receives a written certified staff evaluation, which will be provided at least one week prior to the end of the contract year.

2. Educator:

- a. Is an educator no longer on probation.
- b. Mutually sets Professional Development goals and Supervisory Option with supervisor.
- c. Has a goal setting conference with supervisor if requested.

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- d. Implements the Professional Development Plan, which incorporates one or more of "The 10 Wisconsin Teaching Standards".
- e. Has support, encouragement, and supervision from supervisor.
- f. Classroom/work setting contacts by supervisor are expected every year, but required during the year of the written performance review.
- g. Educator provides documentation of growth.
- h. Performance Review Conference occurs annually.
- i. At least once every three years a written certified staff evaluation form will be completed, which will be provided at least one week prior to the end of the contract year.

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 Association 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. Probationary Period. Employees new to the district shall serve a three (3) year probationary period. The Board, 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 regarding the reasons for non-renewal.

1 **B. EMPLOYMENT FILE**

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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 3-6 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.
3. Communications placed in the teacher's file shall be restricted to items pertaining to teacher effectiveness.

C. TEACHER DISCIPLINE

No teacher shall be suspended, reprimanded, dismissed, or reduced in compensation without just cause. Additionally, a teacher who has served a three (3) year probationary period following initial employment shall not be non-renewed without just cause. After three (3) years in an extra-curricular assignment, the just cause standard shall apply. Any such actions shall be subject to review in accordance with Article VIII, Grievance and Complaint Procedures, of this Agreement on Page 38.

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

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

1. The incremental difference between the top of the employee's lane and the previous step.
2. The employee's salary increase as determined by the salary schedule for the ensuing school year.

In such event, the employee shall be given a written statement of the reason for this action. Should his/her work improve, he/she may again be placed on schedule; he/she shall not, however, be entitled to increments lost, unless the arbitration process, as hereafter provided, restores the increments. The Association will be notified as to the number of individuals affected.

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1. Procedures following teacher discipline:
 - a. Notification of the action identified in Article X, Section C, Page 47, Line 18 shall be provided in writing to the teacher, including reasons for such action, and such notification shall be sent by registered mail to his/her last known address. The Association will be notified in writing of the number of teachers, if any, affected by such action.
 - b. The teacher may, if he/she so desires, have a hearing with full benefit of representation and counsel before the Board within thirty (30) days of receipt of notification of recommendation for dismissal or non-renewal. If the dismissal or non-renewal recommendation was found to be unjustified by the Board, then full pay and benefits will accrue to the teacher during this period.
 - 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 Article VIII, Section C, Step 5, Page 40, Line 21 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.

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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.

ARTICLE XII
ACCEPTANCE OF AGREEMENT

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This Agreement, dated July 1, 2009 and the provisions hereto, when signed by the proper officers of the Board and the Association shall become operative as of July 1, 2009 shall continue to and include June 30, 2011, 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 _____, 2010.

EAU CLAIRE ASSOCIATION
OF EDUCATORS

BOARD OF EDUCATION
EAU CLAIRE, WISCONSIN

President

President

Negotiations Chair

Clerk

**APPENDIX A
SALARIES**

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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 Human Resources 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 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.

Effective July 1, 2010, employees with fifteen (15) satisfactory years of service to the Board as an employee herein defined shall receive a 4% increment per year in addition to the salary schedule. Employees with twenty (20) satisfactory years of service to the Board as an employee herein defined shall receive an 8% increment per year in addition to the salary schedule. This percentage will be based on the beginning rate of the Bachelor's Degree Schedule.

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6. The following credits will not be counted toward a lane change:
 - a. Credits earned prior to the date of issuance of a teacher’s initial license.
 - b. Post baccalaureate credits earned toward teacher licensure.
 - c. Credits earned toward a license required as a condition of employment.

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

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

C. SALARY SCHEDULE ADVANCEMENT

1. Advancement on the salary schedule shall be made effective twice a year, at the beginning of our school year and the beginning of our second semester, upon receipt of the official transcript. If the requirement is completed and a request for lane advancement by the teacher is on file prior to the above times, but the official transcript has not been received, the advancement will be made effective to the beginning of the semester following the completion of the work.
2. Five-eighths of all such credits must be at the graduate level; the remaining credits may be undergraduate level courses. If an individual is requested by the Board to gain special training, such credits will be accepted at face value without regard to their undergraduate or graduate level.
3. Credits earned shall be accepted at the face value provided that:
 - a. They have been earned at a school accredited by the North Central Association of Secondary Schools and Colleges or an equivalent agency and approved by the Wisconsin Department of Public Instruction and are in the field of education, in the teacher's field of teaching, or in fields of general culture related to the individuals assignment.
 - b. Written approval has been secured from the Executive Director of Human Resources or the Committee (Appendix A, Page 51, Line 19) prior to enrollment in the course.

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- c. Credits earned beyond the Bachelor's Degree for advancement on the salary schedule must carry the following grades:
 - i. In order to advance one lane on the salary schedule, undergraduate and graduate credits earned shall be "C" or better and must have a grade point average of 2.75.
 - 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 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 Human Resources 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.

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- 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.

EAU CLAIRE AREA SCHOOL DISTRICT

D. TEACHER’S SALARY SCHEDULE – JULY 1, 2009-JUNE 30, 2010

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	48,487	48,659	49,237	50,038	51,710	52,369	53,028	53,686	54,345
10		50,294	50,470	50,642	51,238	53,244	53,920	54,601	55,274	55,955
11			52,314	52,486	52,658	54,773	55,468	56,171	56,866	57,565
12				54,360	55,333	56,303	57,020	57,741	58,454	59,171
13					56,438	58,805	59,556	60,302	61,048	61,799

- 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 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, 2010-JUNE 30, 2011

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	48,461	48,560	48,659	49,237	50,038	51,710	52,369	53,028	53,686	54,345
10		50,444	50,543	50,642	51,238	53,244	53,920	54,601	55,274	55,955
11			52,471	52,563	52,658	54,773	55,468	56,171	56,866	57,565
12				54,524	55,413	56,303	57,020	57,741	58,454	59,171
13					56,606	58,981	59,735	60,481	61,231	61,985

- 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.
- Effective July 1, 2010, employees with fifteen (15) satisfactory years of service to the Board as an employee herein defined shall receive a 4% increment per year in addition to the salary schedule. Employees with twenty (20) satisfactory years of service to the Board as an employee herein defined shall receive an 8% increment per year in addition to the salary schedule. This percentage will be based on the beginning rate of the Bachelor’s Degree Schedule.

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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

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APPENDIX B
INCREMENTS/EXTRA-CURRICULAR ACTIVITIES

A. DEFINITIONS

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

Effective July 1, 2010, the following positions, assignments, and extra-curricular activities are to receive their basic salary, prorated pay for extended employment, and the following percentages of 90% of the base Bachelor's salary. The percentage is to be called the increment for that particular position, assignment, or extra-curricular activity.

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

Any modifications of the compensation for people performing tasks outlined in this section must be approved annually by ECAE representatives and Executive Director of Human Resources.

B. LONGEVITY PAY FOR ELECTIVE INCREMENTAL ACTIVITIES

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

C. DISTRICT INCREMENTS

1. If deemed that an employee is to work eight hours (excluding lunch), the employee will be paid for the extra time at his/her regular rate of pay (per diem).
2. Employees receiving per diem will be compensated annually (the salary on which the per diem is capped at MA+O, 14th Step) as follows:
 - a. An eight (8) hour employee working 189 days will receive an additional 19.45 days.
 - b. An eight (8) hour employee working 200 days will receive an additional 20.59 days.
 - c. An eight (8) hour employee working 204 days will receive an additional 21 days.
 - d. An eight (8) hour employee working 219 days will receive an additional 22.55 days.

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DISTRICT INCREMENTS			
INCREMENT ASSIGNMENT		LONGEVITY	PERCENT
1	Psychologist		Per Diem
2	Social Worker		Per Diem
3	Coordinators: Subject Coordinators Special Education Program Support Teachers Program Coordinators		Per Diem
4	Occupational Therapist/Physical Therapist		Per Diem
5	Wellness Coordinator		6%
6	Supervision of Intern Teachers/Counselors		\$300
7	Special Olympics Coordinator		15%
8	Upon Completion of National Board Certification		12 credits on salary schedule and a one-time payment of \$1,500

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.)		6%
2	Elementary Strings		2%
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	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%

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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	✓	2%
2	Athletic Director	✓	18%
3	Audio Visual Equipment and Program	✓	4%
4	Band Director		6%
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%).	✓	2%
6	Dramatics Director	✓	8%
7	Drug Free Club/TATU	✓	4%
8	Field and Equipment Manager	✓	5%
9	Forensics	✓	5%
10	Math Counts	✓	3%
11	Newspaper	✓	4%
12	Noon Program	✓	10%
13	Orchestra Director		5%
14	Outside Supervisor	✓	6%
15	Science Fair	✓	2%
16	Student Activity Director	✓	3%
17	Student Council <u>Advisor</u>	✓	4%
18	Team Leader		6%
19	Vocal Music Director		5%
20	Yearbook	✓	8%

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 – Combined Boys and Girls	✓	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	Family Career & Community Leaders of America (FCCLA)		7%
23	Football Assistant Coach	✓	11%
24	Football Head Coach	✓	17%
25	Forensics Assistant Coach	✓	7%
26	Forensics Head Coach	✓	11%
27	Future Business Leaders of America (FBLA)		7%
28	Future Farmers of America (FFA)		7%

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

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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.

**APPENDIX C
PAY FOR OTHER EVENTS**

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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 (Article V, Section B, 7, Page 28, Line 18) 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. (Article V, Section B, 9, Page 29, Line 14.)

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.

**APPENDIX D
SENIORITY BANDS**

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

**APPENDIX D
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

APPENDIX D
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