

# **AGREEMENT**

**between the**

**ELMBROOK SCHOOL BOARD**

**and the**

**ELMBROOK EDUCATION ASSOCIATION**

THIS AGREEMENT entered into this 1st day of July, 2003, by and between the Board of Education of the SCHOOL DISTRICT OF ELMBROOK, Waukesha County, Wisconsin (Elmbrook School District) hereinafter called the "Board" and the Elmbrook Education Association, hereinafter called the "E.E.A."

## **1.0 PREAMBLE**

Quality education is the main objective of the Board and the E.E.A. Being ever cognizant that the character of such education depends largely upon the quality and morale of the teaching staff, we hereby declare:

**WHEREAS**, the E.E.A. recognizes that the Board, under law, has the final responsibility for the management of the Elmbrook School District; and

**WHEREAS**, THE E.E.A. recognizes that teaching is a profession; and

**WHEREAS**, the Board recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern; and

**WHEREAS**, the laws of the State of Wisconsin permit public employees and public employers to enter into collective negotiation agreements concerning wages, hours and conditions of employment of such public employees; and

**WHEREAS**, professional negotiations between representatives of the parties produced certain understandings between representatives of the Board and the E.E.A.; and

**WHEREAS**, the Board and the E.E.A. desire to incorporate such understandings into a written Master Agreement.

**NOW, THEREFORE**, in consideration of the following mutual articles, the E.E.A. and the Board hereby agree as follows:

## **2.0 RECOGNITION**

The Board recognizes the E.E.A. as the sole and duly certified bargaining representative (as certified before the Wisconsin Employment Relations Commissions on October 23, 1968) for all certified full-time and regular part-time non-supervisory personnel (excluding administrators, supervisors, substitute teachers and all non-instructional personnel) in all matters concerning wages, hours and conditions of employment. All employees of the District covered by this Agreement are hereinafter referred to as "teachers."

### **3.0**

## **NEGOTIATIONS**

### **3.1 Calendar of Negotiations of Salaries and Working Conditions**

The Board and the E.E.A. in recognizing their responsibilities toward quality education, agree to collectively bargain in good faith in the interest of arriving at a mutually satisfactory agreement each year.

The E.E.A.'s Negotiating Team and the Board's Negotiating Team, when referred to collectively, shall be called the Joint Negotiation Committee.

The Joint Negotiation Committee shall meet in good faith to collectively negotiate the forthcoming agreement during the first week in February. A request to begin collective negotiations shall be made in writing by either party to the other, such request to be directed either to the E.E.A. President or the Superintendent of Schools.

### **3.2 Study Committees**

Study committees shall be established by the Joint Negotiation Committee to study unresolved negotiable issues. Such committees shall be established no later than September 30th of the school years. The negotiating teams shall identify the areas of mutual concern for future study.

Members are to be selected by the Superintendent of Schools and the E.E.A. President. Chairpersons and secretaries for such committees shall be selected by members of each committee. Copies of all minutes shall be mailed by the chairperson to the Superintendent, the E.E.A. President and all members of the President's committee. Any negotiable issues which stem from these committee discussions will be identified, written out and submitted to the next year's Joint Negotiation Committee. No items of a negotiable nature will be finalized by these study committees.

### **3.3 Calendar Provisions**

If in any year where a calendar for the subsequent school year has not been ratified through the negotiation process, a committee of members of the Elmbrook Education Association bargaining team and members appointed by the Elmbrook Board will convene no later than January 1 for the purpose of reaching a tentative agreement on a calendar by February 1.

### **3.4 Permissive Subjects of Bargaining**

The District reserves the right to challenge the permissive nature of existing contract provisions in the event legislation is enacted which would make existing contract provisions mandatory subjects of bargaining, as a matter of law. The parties agree that a petition filed pursuant to this reserved right shall be considered timely and will not be challenged by either party on the basis of timeliness or any other procedural defect related to the District's right to file said petition.

In the event the enactment of legislation results in the District's exercise of the reserved right referred to in the preceding paragraph, the following agreements shall apply:

1. The collective bargaining agreement in effect between the parties at the time the District files a petition for declaratory ruling, as authorized herein, shall remain in effect and be enforceable for the entire term of that collective bargaining agreement.

2. All contract provisions challenged as permissive subjects of bargaining in a District petition for declaratory ruling, filed under the terms of this Agreement, shall continue and be enforceable in all successor collective bargaining agreements between the parties, by mutual agreement and/or stipulation pursuant to Wis. Adm. Code Section ERC 33.11, while the District's petition for declaratory ruling is being litigated and/or resolved.

#### **4.0 SCHOOL BOARD FUNCTIONS**

The Board of Education, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Wisconsin and the United States. The exercise of the powers, rights, authority, duties and responsibilities by this Board of Education, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

#### **5.0 COMPENSATION - SALARY**

##### **5.1 Salary Schedule (See Appendix C)**

##### **5.1.1 Placement of New Teachers on Salary Schedule**

Placement of new teachers on the salary schedule shall be dependent upon prior experience and educational degrees/credits. The following guidelines shall be used in determining the initial placement:

a) Teachers with eight or more years of experience will be placed on the seventh step. The Assistant Superintendent, Human Resources, upon Board approval, may place new teachers on steps above the seventh step in recognition of prior years of experience.

b) Placement of teachers with fewer than eight years of experience shall be determined by the Assistant Superintendent, Human Resources, with the following stipulation: No teacher shall be placed more than two steps below the number of years of experience.

##### **5.1.1.1 Placement Above Step**

In hiring a teacher in a critical field for which it is difficult to find qualified personnel, the Superintendent may:

a) place said teacher on one step above proper placement on the salary schedule; or

b) grant said fully qualified teacher one-half (1/2) year of experience on the salary schedule for each full year of work experience outside of teaching in a directly related field. No more than five (5) years of such credit shall be granted. If a provisionally certified employee is granted the experience credit, he/she shall be frozen on the hiring step until full certification is achieved.

In all cases where either of the foregoing placements occur, the Association shall be promptly notified.

##### **5.1.2 Step Advancements**

Annually, whether during the term of the contract or hiatus, each teacher will be advanced one full step on the salary schedule, provided his/her work has been judged satisfactory by the principal and Superintendent, and approved by the Board.

Upon recommendation of the principal and Superintendent, the Board may withhold all or part of the annual step of any teacher whose work or maintenance of professional standards is not satisfactory.

No teacher's annual step shall be withheld unless there has been adequate prior notice, supervision and an opportunity to correct the problem. Such step may in the future be restored, in part or in full, upon recommendation of the principal and the Superintendent.

### **5.1.3 Lane Advancement**

Teachers changing preparation levels between the date of signing of their contract and the beginning of the school years must provide evidence of such change by September 1 or, if evidence is not available by that date, as soon as possible thereafter in order to realize appropriate salary adjustments for that year.

#### **5.1.3.1 Prior Approval of Credits**

Teachers shall receive approval of a course prior to enrolling in the class. Form - Course Approval 107 is to be completed and submitted to the building principal.

Credits shall be earned at an accredited baccalaureate or graduate degree granting college or university.

Teachers are encouraged, but not required to pursue coursework in their area of assignment, in other areas in which they have certifications, in areas in which they are pursuing other certifications, or in content areas related to the above. Coursework in school counseling, the administration of schools, and the art and practice of teaching are also encouraged.

It is recognized that the district may deny approval of a course: which does not have DPI approval; which is taken from a non-accredited institution; for which no relationship to the items listed in the preceding paragraph can be shown.

Denial of any course may be appealed through the grievance procedure.

**5.1.3.2 Credit Equivalency for Lane Changes** - An employee and the District may reach mutual agreement on an individual program which will provide the employee with salary schedule advancement for other than college course work in the event that such course work is unavailable in high-tech, state-of-the-art areas. Such a program may include experience as follows:

1. Technical school courses for which non-college credit is offered (associate degree or certificate credit courses).
2. Workshops, seminars, and conferences offered through the public/private sector or by a professional association (e.g. an industrial education teacher at a graphics company). For every fifteen (15) clock hours of study, one credit shall be awarded for salary schedule advancement.
3. Teacher-arranged seminar-type instruction offered to individuals by a group of companies (e.g. a business education teacher's comprehensive observations of local industry offices for specific purposes). For every fifteen (15) clock hours of study, one credit shall be awarded for salary schedule advancement.
4. Related work experience. For every forty (40) hours of such experience, one credit shall be awarded for salary schedule advancement.

No more than eight (8) credits earned in credit equivalency programs may be applied to any single salary schedule lane change.

To be approved, the individual program must be directly related to the teacher's work assignment, and college credit must be unavailable for such a program.

Teachers wishing to earn credit for salary schedule advancement through a credit equivalency program must submit a request on the form provided for this purpose (Appendix L) no later than ten (10) days prior to the start of the proposed program. The request form must be submitted first to the designated EEA representative for approval, then to the Assistant Superintendent, Human Resources. A split decision shall be considered denial.

Teachers whose individual credit equivalency programs are denied may appeal to a joint committee of two EEA representatives and two administrators. The majority decision of the committee shall prevail.

Upon satisfactory completion of a program, teachers shall submit proof of completion and a completed Appendix M to the Assistant Superintendent, Human Resources, who shall in turn issue teachers a verification of credit(s) earned toward salary schedule advancement.

## **5.2 Compensation: Sixth Assignment**

### **5.2.1 Sixth Assignment (see 10.5)**

Teachers who agree to carry a sixth teaching assignment shall receive \$3960.24 per year or \$1980.12 per semester for a sixth teaching assignment.

### **5.2.2 Elementary Specialists for 6th Assignment**

Elementary specialists (art, music, physical education) are eligible for 6th assignment pay or portion thereof (**See 5.2.1**) when their teaching schedules exceed a full time assignment as established by the district. The district shall provide a copy of these guidelines to each elementary specialist and to the president and the head negotiator of the Elmbrook Education Association by September 30.

When an overload situation occurs, the Administration shall consult with the teacher(s) to consider what options may exist.

When an overload situation occurs in elementary special education, the administration will work with the teacher and other appropriate staff to find creative ways to schedule in preparation time. However, in the event no solution can be worked out, the special education teacher will be eligible for 6th assignment pay or portion thereof (**see 5.2.1**).

## **5.3 Extra Pay**

The policy for additional remuneration includes only those tasks which must necessarily be done in whole or for the greater part outside regular school hours by teachers whose special training, ability or experience qualifies them for this assignment over and above their normal teaching load.

### **5.3.1 Extra Pay Salary Administration**

A person will be placed on the Extra Pay Salary Schedule according to actual experience in the system in that activity area, and/or credit granted for experience up to four (4) years, as determined when initially hired from another district. The assignment of a staff member to any activity shall be reviewed yearly. An assistant

who is promoted to a head coaching position shall be granted equal experience as an assistant for assignment as a head coach.

### **5.3.2 Extra Pay Schedule (See Appendix D)**

All extra pay positions have been reassigned dollar amounts based upon the hourly ratings developed by the Extra Pay Committee and implemented at the beginning of the 1982-83 school year and revised for the 2001-2003 school years. Payments will be made according to the language and amounts found in Appendix D, Extra Pay Schedule.

Any newly created positions in the Extra Pay Schedule will be ranked and placed on the Extra Pay Report. The salary will then be calculated from existing salaries on the schedule by comparing ranking totals and using interpolation if necessary. The ranking shall be mutually agreeable to the Board and the E.E.A.

### **5.3.3 Assignment of Extra Pay Positions**

The Administration shall make a reasonable effort to reach mutual agreement with each teacher, as to proposed extra curricular assignments before making such assignment. Any teacher having completed at least one year of an extra curricular assignment and desiring to be relieved from such duty in the following school years shall notify the Administration of such, prior to April 15 of the current year. Reasonable effort will be made to comply with such requests. In the event such reasonable effort is unsuccessful, the extra curricular assignment may be reassigned.

When extra duty assignments are changed or eliminated, either by the principal or at the request of the teacher, such changes shall be discussed by the personnel involved before such change is effected.

#### **5.3.3.1 Open Positions**

Extra pay positions will be opened (and posted):

when a new position is created,

when a position is vacated,

when a bargaining unit member holding a position leaves the unit or every five (5) years (effective 7/1/01) when held by non-bargaining unit members.

#### **5.3.3.2 Access to Positions**

No non-unit member shall be granted an initial contract to perform a posted extra-pay assignment when there is a qualified bargaining unit member who applies for the posted position.

Qualified bargaining unit members newly transferred, recalled, or hired for a particular building may apply for any position held by a non-unit member for which he/she was not able to apply when the posting last occurred. The bargaining unit member shall be given the position if he/she can demonstrate to the hiring team the necessary qualification to be successful in the position. Should the transfer, recall, or hiring occur within one month of the beginning of the activity or after the activity has begun, the unit employee may not apply for the activity in that year, but may apply for that position in the next year.

The hiring team will weigh the following factors in the selection process:

Demonstrate current innovative techniques and the ability to teach skills appropriately.  
Show a record of leadership that the activity will advance under the candidate's leadership.  
Prove a working knowledge of the rules, regulations and ethics specific to the activity.  
Make evident, positive role model behavior.

Demonstrate a record of success in interpersonal skills to be able to work with a wide variety of people, including parents, and perform under pressure.

Show previous successful experience in a parallel or similar position.

Articulate and demonstrate a record that supports that the candidate has a philosophy consistent with the Elmbrook school community.

It is standard procedure that reference checks are an integral part of the process.

#### **5.4 Substitute Pay (See 10.10.1)**

Payments for substitutes as described below shall be paid at the rate of \$8.05 per twenty (20) minutes block of time or any major fraction thereof. Payments for a full class period shall be \$24.15.

In order to receive remuneration, a teacher must assume the duties and/or responsibilities of the teacher for whom he/she is to substitute. If a substitute cannot be secured at the elementary level in art, music, library or physical education, the regular classroom teacher must assume the duties and/or responsibilities of that special teacher in order to receive remuneration.

#### **5.5 Drivers Education - Evening**

Authorized Evening Driver Education Instructors shall be paid at \$24.98, per instructional hour.

#### **5.6 Homebound Instruction**

Authorized Homebound Instructors shall be paid at the rate of \$24.98, per instructional hour.

#### **5.7 Curriculum Rate**

Effective September 1, 2001, teachers will be paid at a rate of \$23.10 for curriculum work assigned outside of normal school hours.

##### **5.7.1 Remuneration for Teacher Who are Presenters**

A teacher who volunteers to present a course, a CEU session, or a sectional on the District In-Service Day shall be remunerated at the curriculum rate, under the following conditions. In advance of the activity, the teacher and the appropriate administrator shall mutually agree to the number of hours for which the teacher shall be remunerated. The hours shall include preparation time. If the presentation occurs outside of the teacher day as described in **10.2** and **10.8**, the teacher shall be remunerated for presentation time, as well.

#### **5.8 Summer School Pay (See 10.16)**

Teachers will be paid at the rate of \$23.31 per clock hour of employment during the summer sessions. Employment time for classroom teachers shall consist of a fifteen (15) minute preparation period before the teaching assignment and one fifteen (15) minute preparation period after each one and one-quarter (1-1/4) hour

teaching assignment in a normal summer schedule. In those instances where a modified summer schedule is adopted, the ratio of preparation time to teaching time (4 to 15) shall be maintained.

Driver education personnel will be paid for four and three-quarters (4-3/4) hours of work per day at the clock hour rate set forth above. When it is necessary to employ driver education instructors for periods longer than the regular six week summer session or for hours worked beyond the four and three-quarter (4-3/4) hour day, their pay will be increased commensurately.

There shall be two (2) pay periods for all summer school personnel: 1st pay date: July 15; 2nd pay date: July 31.

## **5.9 Summer Project Work (See 10.17)**

Payment shall be based on the summer school pay scale as agreed to in the Master Agreement for that year. The Board shall make funds available for a minimum of two (2) such projects each year. The final decision as to the approval of such projects will be subject to Board action.

## **5.10 Summer Inservice/Staff Development (See 11.3 and 11.4)**

Teachers will be compensated at their individual daily rate for the succeeding school year for attendance on those days.

### **5.10.1 New Teacher Inservice Compensation (See 11.5)**

New teachers will be compensated at the daily BA-0 Step 1 rate for the succeeding school year for attendance on these days and shall receive their pay on or before August 31.

Teachers who attend new-teacher inservices offered by a building principal or by central administration during the school year shall be remunerated at the CEU rate (5.11). Attendance shall be optional.

## **5.11 Continuing Education Unit (CEU) Pay Rate (See 11.7)**

Reimbursement for continuing education units will be part of the June 30th paycheck. All units earned and verified will be used in determining the reimbursement. The rate of pay will be \$10.20 per CEU.

## **5.12 Salary Payments**

Teacher salaries shall be paid in twenty four (24) semi-monthly amounts.

Teachers desiring twenty (20) semi-monthly payments rather than twenty-four (24) semi-monthly payments, shall notify the Business Office to that effect, in writing, no later than August 1.

All salary payments shall be made using direct deposit to qualified financial institutions chosen by each staff member. Deposits will be made on the fifteenth and last day of the month, unless on that day the Federal Reserve is closed. In that case, payments will be made the weekday before, when the Federal Reserve is open. Staff will be notified of the amount of each deposit through receipt of an earnings statement each payday.

The Board will continue to pay extra duty compensation on the teachers' regular payday; however, standard deductions shall be made as if the extra pay compensation were paid on a separate check.

## **5.13 Tax-Sheltered Annuities - Deferred Compensation**

The Board shall continue to make available the opportunity to purchase tax-sheltered annuities for those teachers who so desire. Provision shall be made for the withholding and payment of funds through the Business Office. Such action shall be taken only after written indication of intent to participate has been filed with the Business Office. All teachers shall also be eligible to participate in the District's deferred compensation plan created pursuant to Section 40.81 of the Wisconsin Statutes.

The District shall publish in September a list of approved tax sheltered annuity providers. Providers shall remain on the list or may be added to the list as long as there are at least eight (8) teachers who are interested in participating in the specific provider's plan. However, teachers who are participating in plans with fewer than eight (8) teachers shall be "grandfathered" and may remain in those plans. No new teachers may participate in any plans with fewer than eight (8) participants unless the total number of participants meets or exceeds eight (8).

#### **5.14 Association Dues Deduction (See 12.1, 12.2)**

### **6.0 COMPENSATION - BENEFITS**

#### **6.1 State Retirement Contribution**

For 2003-04 and 2004-05 years, the District will pay the full amount of the teachers' retirement portion of State Retirement. Teachers' salaries shall include extra pay salaries for the purpose of calculating the retirement contribution.

#### **6.2 Health Insurance**

Employees have option to participate in the Physician PPO or the Indemnity Plan. The District shall pay the percent of the teacher's health insurance premium found in the table below for all teachers employed for eighty percent (80%) or more. For teachers employed less than eighty percent (80%) of a full-time contract, the district shall pay health insurance benefits on a pro-rata basis. However, full-time teachers hired prior to June 1, 1995, who are involuntarily reduced to a part-time position, shall not realize a reduction in health insurance benefits during the first two years of the reduction to a part-time position. Following the two year period, health insurance benefits shall be paid on a pro-rata basis.

A teacher may elect not to take the family health coverage and may so indicate by signing a Waiver form in Human Resources.

##### **6.2.1 Plan Options**

Employees shall select either of the benefits described in 6.2.1.1 or those in 6.2.1.2

###### **6.2.1.1 Indemnity Plan**

The benefits in the Indemnity Plan shall not be less than those in effect on January 1, 2003, except as modified herein. See Appendix H and the Medical and Dental Benefits booklet for a detailed plan summary.

###### **6.2.1.2 Physician Preferred Provider Organization (PPO)**

A Physician PPO shall be available to all employees effective June 1, 2003.

Employees are encouraged to utilize the physicians within the designated PPO when seeking the services of a healthcare professional; however, employees and their dependents are free to obtain services with the physician of their choice but with a co-payment.

Co-payment: A fifteen dollar (\$15) office co-payment will be the responsibility of the insured. This co-payment applies to each visit to a non-network physician.

Exemptions: Employees, retirees and insured dependents who reside within the five (5) county area: Milwaukee, Waukesha, Racine, Washington, and Ozaukee are required to utilize the Physician PPO Network to avoid co-payment. Employees, retirees and insured dependents who reside or are traveling outside of the five (5) county area are encouraged to utilize network physicians if one is available; however, they will not incur a co-payment if a non-network physician is utilized.

In the event that an individual has an emergency and seeks care from a non-network physician, the co-payment shall be waived.

If a procedure is medically necessary and cannot be performed by a network physician, then the insured would have the non-network co-payment waived.

The benefits in the Physician PPO shall not be less than those in effect on June 1, 2003, except as modified herein. See Appendix H and the Medical and Dental Benefits booklet for a detailed plan summary.

### **6.2.2 Prescription Drug Card**

The Drug Card will cover contraceptives including birth control pills, devices, injections, and implant or patch systems.

\* The dispensing fee for up to a 90-day mail order is \$2.00 per script

### **6.2.3 Fertility Treatments**

Employees or their spouse undergoing fertility treatment as of May 31, 2003, will have those expenses paid in the same manner as the policy permitted before June 1, 2003. Employees beginning fertility treatment after June 1, 2003 will be covered in the same manner except that benefits paid by the plan will be limited to \$10,000 during any one year (the employee's plan year) but will not exceed a cumulative payment of \$20,000.

### **6.2.4 Transplants**

Transplants are covered in accordance with the provisions detailed in Appendix H and the Medical and Dental Benefits booklet.

### **6.2.5 Out-of-Pocket Maximum**

Stop loss limits cap the employee's out-of-pocket expenses to \$1,500 for employees with single coverage and \$3,000 for the employees with family coverage each calendar year. These out-of-pocket limits exclude prescription drug costs, costs above plan limit for mental health coverage and costs for medical care and services not covered by the plan design.

### **6.2.6 Hospital Preferred Provider Organization (HPPO)**

Employees are encouraged to utilize the hospitals within the designated PPO for all hospital admissions; however, employees and their dependents are free to obtain services with the hospital of their choice but with a penalty.

Penalty: The first \$250 of incurred expenses will be the responsibility of the insured. This penalty applies to each admission to a non-network hospital.

Exemptions: Employees, retirees, and insured dependents who reside within the five (5) county area: Milwaukee, Waukesha, Racine, Washington, and Ozaukee, are required to utilize the PPO network hospitals to avoid the penalty. Employees, retirees, and insured dependents who reside outside of the five (5) county area are encouraged to utilize network hospitals if one is available; however, they will not incur a penalty if a non-network hospital is utilized.

In the event that an individual goes to the emergency room and is subsequently admitted, the penalty shall be waived.

If a procedure is medically necessary and cannot be performed in network, then the insured would have the non-network penalty waived.

### **6.3 Dental Insurance**

The District shall pay one hundred percent (100%) of the teacher's dental insurance premium for all teachers employed for eighty percent (80%) or more. For teachers employed less than eighty percent (80%) of a full-time contract, the District shall pay dental insurance benefits on a pro-rata basis. However, full-time teachers hired prior to June 1, 1995, who are involuntarily reduced to a part-time position, shall not realize a reduction in dental insurance benefits during the first two years of the reduction to a part-time position. Following the two year period, benefits shall be paid on a pro-rata basis.

The benefits provided under the District's dental insurance program are identified in Appendix I.

#### **6.3.1 Passive Dental Preferred Provider Plan**

Employees are encouraged to utilize the dentists in the preferred provider organization; however, employees and their dependents are free to obtain services with the dentist of their choice without a penalty.

### **6.4 Flexible Spending Account**

The District will implement a Flexible Spending Account Plan to allow teachers to designate pre-tax dollars for premium payments and other allowable medical costs in accordance with Section 125 of IRS regulations.

### **6.5 Life Insurance**

The Board shall pay 100% of the cost of term life insurance for each teacher, the amount to be based on the nearest \$1,000 above the current salary of the teacher.

### **6.6 Workers' Compensation**

A teacher who is accidentally injured in performance of assigned duty shall continue to be protected under the Worker's Compensation Laws of the State of Wisconsin. Premiums for such insurance shall be paid by the District. A teacher shall be eligible to receive pay up to the amount of his/her individual contract. Payment shall be accomplished as follows:

1. Payment as authorized by the District Worker's Compensation Carrier consistent with the Worker's Compensation laws of the State of Wisconsin.

2. At the employee's option, utilizing accumulated paid leave on a pro rata basis, payment by payroll check from the District for the difference between the Worker's Compensation payment and the employee's regular individual contract for the period of disablement authorized under Worker's Compensation.

3. Delays in the implementation of adjustments in payment and charges to be paid may be caused by the processing of the Worker's compensation claim.

4. Absence on the day of injury or illness or during the subsequent three (3) days allowed under Worker's Compensation, shall not be charged to the Employee's accumulated paid leave.

Continuation of all District benefits, accrual of paid leave, seniority, compensation and reinstatement are outlined under the leave of absence provisions in this contract.

### **6.7 Liability Insurance**

The Board shall continue its present liability coverage of each teacher in the amount of \$1,500,000.

### **6.8 Long Term Disability**

The District will provide a disability insurance program. Benefits provided will be disability income equal to ninety percent (90%) of the regular annualized monthly salary. The waiting (elimination) period will be sixty (60) consecutive calendar days for both accident and sickness. Benefits are provided for both accident and sickness consistent with the age limitation permitted under the Age Discrimination and Employment Act (ADEA).

The maximum benefit period is as follows:

<u>Age At Disablement</u>	<u>Maximum Benefit Period</u>
Less than 60	To age 65
Ages 60 - 64	Maximum 5 years
Ages 65 - 68	To age 70
Ages 69 or older	Maximum 1 year

The District shall have cause to terminate any employee on long term disability when the following conditions exist: (1) the teacher has been on long term disability leave for three (3) consecutive years, (2) the teacher is physically and/or mentally unable to perform the duties of the position for which he/she was hired, and (3) the District has obtained medical documentation indicating that there is no expectation that the teacher will be able to return to employment with the District within the next year.

The District will pay the health insurance premium costs for teachers on long term disability until they reach age 65. Dental, Life and AD & D coverage will cease if an employee is terminated pursuant to the provisions in the foregoing paragraph. However, upon submitting a completed application form, the life insurance coverage may be continued during the period of disability to age 65, under waiver of premium through the group life insurance carrier.

### **6.9 Income Protection Insurance**

The Board will continue to make available additional Income Protection Insurance for those teachers who wish to participate, premium costs to be paid by the teacher.

### **6.10 Collision and Comprehensive Insurance**

If a teacher's car is damaged by unknown persons while parked on District property or on authorized school business, the District will pay up to \$200 toward the teacher's collision deductible insurance, if such damage is adjusted under the collision portion of the teacher's policy. Such claim will be paid upon proof of insurance adjustment submitted to the District Business Office. If the teacher does not carry collision insurance, the District will pay up to \$200 for such damages upon proof of loss acceptable to the District.

If a teacher's car is damaged by vandalism while on District property while the teacher is performing assigned duties, the District will pay up to \$100 toward the teacher's comprehensive deductible insurance. Such claim will be paid upon proof of insurance adjustment submitted to the District Business Office.

If the teacher does not carry comprehensive insurance coverage, the District will pay up to \$100 for such damage upon proof of loss acceptable to the District. The total district liability, while the car is on district property, shall not exceed \$1,000 during the term of this contract.

### **6.11 Damaged Personal Property**

If a teacher's clothing, watch, or eyewear is damaged while the teacher is in the performance of his/her duties, the District will pay for the repair or 100% of the replacement value of those items. Such claim will be paid upon proof of loss acceptable to the District (i.e. receipt, photo, statement of witness). Such proof shall be attached in writing to a completed Damaged Property Form (Appendix N.)

### **6.12 Benefits to Teachers on Leave**

Teachers on leave of absence under Sections **8.4**, **8.5** or **8.7** may elect to take the group health, dental or life insurance. The individual shall pay the monthly premium, starting with the 1st of the month following the starting date of the leave of absence. Where the leave is granted for a year, starting with the end of the school year, premium payments shall commence on September 1.

### **6.13 Dependent Care Benefit Plan**

The Board shall make available to all teachers, the opportunity to participate in a dependent care cafeteria benefit plan. Benefits provided under the plan shall be funded by salary reductions from the participating employees. The plan shall be administered by the Business Office in accordance with the terms of the formal plan document.

## **7.0 COMPENSATION - RETIREMENT BENEFITS**

### **7.1 Retirement Benefits**

The following benefits shall be available to teachers who resign from their regular full time duties and meet the following age and years of service conditions.

#### **7.1.1 Eligibility Conditions**

To be eligible for health benefits as specified in **7.1.2**, a retiring teacher shall have a minimum of:

<u>Years of Service</u>	<u>Age</u>
At least fifteen (15)	60 or older

At least sixteen (16)	59
At least seventeen (17)	58
At least eighteen (18)	57
At least nineteen (19)	56
At least twenty (20)	55

**7.1.2 Health Insurance**

A. Before Medicare eligibility.

The District shall provide retirees a health insurance plan identical to that in place for active members of the bargaining unit for up to five (5) consecutive years from the date of retirement until the retiree reaches the age of Medicare eligibility.

The District will contribute sixty (60) percent of one hundred (100) percent of the cost of health insurance for up to three (3) additional years beyond the five (5) years stipulated in 7.1.2. until the retiree reaches the age of Medicare eligibility. Premium payments for coverage under the group plan should be made to the Business Office thirty (30) days in advance. The insurance supplement provided for in this paragraph terminates at the expiration of the 2003-2005 Master Agreement and continuation shall be contingent upon the effectiveness of the benefit.

Retirees who have received District paid health insurance for five (5) years and for an additional three (3) years and have not reached the age of Medicare eligibility, may continue to participate, at their own expense, in the District's plan until the retiree reaches the age of Medicare eligibility. If at any time during the period of retirement a lapse in coverage occurs under the District's plan for any reason, the retiree will not be eligible or permitted to re-enroll in the plan.

The District's contributions shall terminate when the retiree reaches the age of Medicare eligibility.

Premium payments for coverage under the group plan shall be made to the Business Office thirty (30) days in advance.

B. Medicare Eligible Retirees.  
Medicare "Carve Out" Plan.

Retirees shall be eligible to remain in the District's health insurance group and purchase a Medicare "carve out" health insurance plan which, when combined with Medicare benefits, will match the health insurance benefits negotiated for active members of the bargaining unit. The rates for the "carve out" plan shall be determined by the District.

In order to be eligible to participate in the "carve out" plan, the employee must have been a participant in the group plan at the time the employee becomes eligible for Medicare. This participation requirement can be satisfied in one of two ways: (a) by an employee who is an active participant in the District's plan and who retires at or beyond becoming eligible for Medicare; or (b) by an employee who is an active participant in the District's plan, who retires prior to reaching the age of Medicare eligibility and who is eligible to continue in the plan until eligible for Medicare under 7.1.2 (A) or by purchasing continuation coverage. A retiree's spouse who has not yet attained Medicare eligibility at the time the retiree reaches Medicare eligibility may continue to participate in the District's plan for active employees until he/she reaches the age of Medicare eligibility and is then eligible for coverage under the "carve out" plan.

The purchase of the "carve out" plan shall not require proof of insurability. If a lapse in coverage occurs under the "carve out" plan for any reason, the retiree will not be eligible or permitted to re-enroll in the plan.

Premium payments for coverage under the "carve out" plan shall be made to the Business Office thirty (30) days in advance.

C. Spouse/Dependents Coverage: If a former employee dies while receiving health insurance under this section and is survived by a spouse and/or dependent, such person(s) shall be eligible to receive any unused portion of the former employee's benefit, including the right of the spouse to participate in the plan.

Benefits payable to the spouse or dependent(s) will not exceed, in combination with those already provided to the retiree before his/her death, those that would have been available to the former employee if (s)he had survived.

### **7.1.3 Life Insurance**

Upon retirement (under age 65), when eligibility conditions are met, the Board will continue to provide the group term life insurance by paying 100% of the premium costs. The amount is based on the nearest \$1,000 above the teacher's salary at the time of retirement. At age 65, or later, the Board will continue to provide and pay 100% of the costs of extended group term life insurance in accordance with the following table of coverage reductions:

	<u>% of insurance coverage continued</u>
From and after 65th birthday and before 66th birthday	75% of salary
From and after 66th birthday and before 67th birthday	50% of salary
From 67th birthday	25% of salary

### **7.2 Early Retirement Contributions to W.R.S.**

The District shall pay up to three (3) years of age penalties to the Wisconsin Retirement System to help offset penalties teachers may incur when they retire early. In order to be eligible, teachers shall meet the following age and service conditions.

#### **7.2.1 Eligibility Conditions for Early Retirement**

Teachers who have taught at least fifteen (15) years in the District and have reached age sixty (60) or older.

Teachers who do not meet the eligibility requirements set forth in this paragraph may request an exemption from the Board. The Board shall consider each request on an individual basis and shall not be required to approve the request.

#### **7.2.2 Provisions for Payment**

1. The District shall pay up to three (3) years of age penalty payments to the Wisconsin Retirement System to help offset penalties teachers may incur when they retire early. Payments will be made pursuant to the requirements of Wisconsin Statute 40.23 (2m)(g) and the administrative rules of the WRS as amended or recodified from time to time.

2. The benefits to be received by the retiree shall not exceed the benefits which would have been received by the retiree under the former Wisconsin Statute 40.02 (42) (f).

3. Letter of Agreement. The Board shall provide a letter of agreement specifying the amounts to be paid to WRS on behalf of the retiring teacher. Such letter shall bind the Board to make payment as specified. A copy of said letter shall be forwarded to the Association.

4. Death Benefit. In the event that the declared early retiree should die prior to payment of the benefits of this policy, the amount stated in the Letter of Agreement shall be paid to WRS.

### **7.3 Notice Provisions**

Teachers who plan to retire at the end of a school year shall provide written notice to the Assistant Superintendent, Human Resources no later than February 1st of that school year.

In all cases of retirement, the Board shall issue a letter of agreement specifying the benefits to be provided by the District to the retiring teacher. A copy of said letter shall be forwarded to the Association.

## **8.0 LEAVE OF ABSENCE**

### **8.1 Paid Leaves**

A teacher shall be granted paid leave according to the following schedule, either for teaching experience in the District or for total net teaching experience granted upon initial employment in the District.

1-5 years inclusive	-	10 days per years
6-9 years inclusive	-	12 days per years (Cumulative to 90 days)
Thereafter	-	15 days per years (Cumulative to 90 days)

The days remaining after the maximum accumulation has been reached shall be made available to the teacher in the succeeding school year if the teacher uses more than fifteen (15) days of paid leave during the present school year. In no case shall more than ninety (90) days be accumulated in any school year.

Part-time teachers who have a contract for 50% or more will be credited with 100% of their paid leave and will have a full day deducted for each day of usage. Part-time teachers who have less than a 50% contract will be credited with 50% of their paid leave and will have one-half day deducted for each day of usage.

Note: Those teachers who have accumulated more than ninety (90) days as of the end of the 1971-72 school years shall have the extra days set aside, in the event that it becomes necessary for them to avail themselves of the disability program. Upon return to work they will start with the number of days they have accumulated over and above the present ninety (90).

A. Each year's total or total accumulated days may be used for an illness or disability.

B. Maternity-Employment shall be interrupted at a date determined by the teacher and her doctor. As with other illnesses or disabilities, the teacher shall return to work as soon as she is medically able.

C. Personal Days

For the 2003-2004 school year, the following guidelines will be used for teachers receiving personal days:

If two discretionary days or less have been used, then a teacher receives two (2) personal days.

If three discretionary days are used, then one (1) personal day is available.

If four or five discretionary days are used, then no personal days are available.

Beginning with 2004-2005, teachers will have two (2) personal days. Personal days can be carried forward to accumulate a maximum of four days.

A teacher shall file a written notice with the principal prior to the leave (when possible). Said personal day(s) shall not be used to extend a holiday vacation or other breaks in the normal school calendar by intent. Building principals shall have the discretion to limit the use of this leave to two (2) teachers in buildings with 25 or less staff and three (3) teachers in all other buildings provided that substitute teachers are available.

Teachers will also have available 3 discretionary days to be utilized for the following situations:

- Funeral
- Teacher's own wedding and/or honeymoon.
- Emergency

a) Natural disasters directly affecting the teacher's personal property or dwelling;

b) Failure of a major system(s) within the teacher's home;

c) Unscheduled delays in public transportation except for the cancellation of airline flights that were originally scheduled after 6:00 p.m. from the point of departure on the day prior to or for any flight scheduled the day of the scheduled work day. If a flight which was scheduled for after 6:00 pm is canceled or delayed, the teacher will either lose pay or be able to use personal leave;

d) Breakdown of personal automobile and unreasonable accessibility or inaccessibility of public transportation.

e) Medical needs of a teacher's spouse, children or parents.

Teachers whose leave requests are denied may appeal the denial to the Assistant Superintendent, Human Resources

D. Teachers who must leave school for reasons other than school connected, and a substitute is employed, will have a minimum of one-half day deducted from paid leave.

E. All teachers will be informed by written statement of their total accumulation of paid leave days with the September 15 pay check.

## **8.2 Partially Paid Leaves**

This section refers to those necessary and required leave situations (as listed below), wherein some remuneration is received by the person on leave. In such instances, the Board will pay the difference between remuneration received and the teacher's regular salary.

A. Required appearance in court or administrative bodies, involving no moral turpitude (offense of a criminal nature) on the part of the teacher.

B. Required military leave (not to exceed two weeks per year) shall be granted to a teacher who must report for duty during the teaching contract year. In the event that a national emergency or civil strife demands that the teacher report for military duty (not to exceed a total of 60 days), such teacher shall not lose accumulated sick leave. In the event of national mobilization, neither of the above stated conditions shall apply to teachers.

C. Where Worker's Compensation payments are made, said payment may be endorsed to the Elmbrook School District to effect credit on paid leave for illness or injury, said credit to be determined according to ratio

of amount of payment divided by daily wage rate. This report will be forwarded to the Superintendent and the Board.

D. A teacher will immediately report in writing to the school principal all cases of assault suffered by the teacher. If an assault on a teacher of the Elmbrook School System by a student or ex-student results in loss of teaching time, the teacher shall be paid in full for such lost time and such paid absence shall not be deducted from the teacher's accumulated sick leave. Worker's Compensation will cover an assault of a teacher who is in the performance of school duties, and such remuneration shall be remitted to the school district.

Absence from duty by a teacher for any of the above listed reasons will result in loss of paid leave, if remuneration in excess of the employee's regular salary is accepted and retained by the teacher for services or obligations received from above.

If payments are made to the teacher from outside sources for time missed from work, these payments may be assigned to the Elmbrook School District, to effect credit on paid leave. Said credit shall be determined according to ratio of amount of payment divided by daily wage rate.

### **8.3 Sabbatical Leaves**

A teacher must have taught in the Elmbrook School System for a period of at least five continuous years before consideration can be given for sabbatical leave. Those who have taught for five years may apply for such leave, which shall not be for more than one school year.

A teacher desiring such leave shall file a request with the Superintendent of Schools by February 1. This request should delineate the purposes of the teacher's sabbatical leave program and the benefits which pupils and schools shall derive therefrom.

Upon approval of the Superintendent, the teacher shall submit the request to the Board of Education for its decision by April 1. The Board reserves the right to refuse or approve each request. A teacher, upon returning to the school system, shall be employed either in the teacher's former position or in a position of like nature and status, but not necessarily at the same school, grade or subject.

A teacher on sabbatical leave shall retain all seniority, retirement rights and benefits upon returning from such leave. During the sabbatical leave, a teacher shall accrue seniority and receive insurance benefits, but shall not receive sick leave benefits.

Upon returning to the school system, the teacher shall be placed at the next step on the salary schedule, e.g. a teacher at step 7, B.A., for the 1993-94 school year, would be at step 8, B.A., for the 1994-95 school year. A teacher granted such sabbatical leave shall receive, from the District, one-half salary of the year in which the teacher last taught in the system. Payment would be in twenty-four (24) installments beginning in September and ending the following August.

A teacher granted such leave is obligated to return to the school system for at least three years of employment; provided any teacher does not return after the sabbatical leave, the teacher must repay the school system the sabbatical salary, pro-rated over the period of unfulfilled obligation, and the Board may require a promissory note as evidence of the obligation. The death of a teacher while on sabbatical leave or during the three years of service following a leave shall cancel the repayment of the obligation.

### **8.4 Short Term Leaves of Absence Without Pay 30 or Fewer Calendar Days**

Teachers may request short term leaves of absence without pay for a duration of thirty (30) continuous calendar days or less per school year. Short term leaves of absence may be approved at the discretion of the Superintendent of Schools or designee.

Requests for short term leaves without pay shall be submitted in writing, indicating the reasons for such leave, the beginning date, and the duration of such leave.

Upon approval of a short term leave, the Superintendent of Schools or designee shall inform the applicant in writing of the terms and duration of such leave.

Teachers granted short term leaves without pay shall be guaranteed a return to a District position subject to the layoff provision in effect at time of return, shall retain previous salary status and shall be granted an increment the following year subject to **5.1.2** , shall retain but not accrue seniority subject to **8.8** , shall retain but not accrue accumulated paid leave, and may continue in the District's health, dental and life insurance policies by paying in advance to the District the premiums for the coverage selected.

### **8.5 Long Term Leaves of Absence Without Pay - 31 or more Calendar Days**

Teachers may request long term leaves of absence without pay for a duration of one semester, one school year, or balance of semester or school year by applying to the Superintendent of Schools or designee, at least thirty (30) calendar days in advance of the next regularly scheduled Board of Education meeting. Long term leaves of absence require Board approval.

Requests for long term leaves without pay shall be submitted in writing, indicating the reasons for such leave, the beginning date, and the duration of such leave.

Upon approval by the Board of Education, the Superintendent of Schools or designee shall inform the applicant in writing of the terms and duration of such leave.

Teachers granted long term leaves without pay for one semester or less shall be guaranteed a return to a District position, subject to the layoff provision in effect at the time of return, shall retain previous salary status and shall be granted an increment the following year subject to **5.1.2** , shall retain but not accrue seniority subject to **8.8** , shall retain but not accrue accumulated paid leave, and may continue in the District's health, dental, and life insurance policies by paying in advance, to the District, the premiums for the coverage selected.

Teachers granted long term leaves without pay for more than one semester shall be guaranteed a return to a District position only if there is an opening for which they are certified, shall retain previous salary status and shall be granted any increment earned prior to the leave (subject to **5.1.2** ) but shall not earn an additional increment for the year of leave, shall retain but not accrue seniority, shall retain but not accrue accumulated paid leave, and may continue in the District's health, dental, and life insurance policies by paying in advance, to the District, the premiums for the coverage selected.

### **8.6 Extended Disability Leave**

If a teacher has been on sick leave and has a doctor's statement that he/she may return to work, the teacher shall, upon request, be granted up to two additional weeks leave without pay.

Teachers granted these two additional weeks without pay shall be guaranteed a return to a District position, shall retain previous salary status and shall be granted an increment the following year subject to **5.1.2**, shall retain but not accrue seniority subject to **8.8**, shall retain and accrue accumulated paid leave, and may continue in the District's health, dental and life insurance policies by paying in advance, to the District, the premiums for the coverage selected.

## **8.7 One to Three Years Leave of Absence**

After five (5) years of service (full-time or part-time) in the District, a teacher may apply for a leave of absence at no pay, for one year to three years duration. The leave may be for one year, renewable for two successive years, provided that notice of such intent is received by the Administration by February 1 of the year preceding the year of requested leave. The teacher must notify the Administration in writing no later than February 1 of his/her intent to return or not return. Failure to do so may result in cause for termination.

Teachers granted a third year of leave shall be eligible to return only if they have been engaged in and completed a prior approved educational pursuit(s) during the 3rd year of leave which may involve teaching, substitute teaching, teacher aide work and/or continuing education.

Upon approval by the Board of Education, the Superintendent of Schools or designee shall inform the applicant in writing of the terms and duration of such leave.

Teachers granted a one to three years leave of absence without pay shall be guaranteed a return to a District position contingent upon the layoff provisions in effect at the time of the teacher's return; shall, subject to **5.1.2** be granted an increment upon return to the District; shall retain but not accrue seniority; shall retain but not accrue accumulated paid leave; and, may continue in the District's health, dental and life insurance policies by paying in advance, to the District, the premiums for the coverage selected.

## **8.8 Accrual of Seniority While on Leave**

During the 1983-84 school year employees on leave under **8.3, 8.4, 8.5, 8.6** or **8.7** shall either accrue or not accrue seniority in accordance with the policies and practices in effect under the 1981-83 Agreement.

Employees on a leave under **8.4, 8.5** and **8.6** shall only accrue seniority when they are:

1. On disability leave but are not receiving long term disability insurance benefits.
2. On an educational/teaching exchange program.
3. In the Peace Corp.
4. On jury duty.
5. On mandatory military duty.
6. Absent due to reasons beyond the teacher's control, i.e., kidnapping or plane hijacking.

## **9.0 CONDITIONS OF EMPLOYMENT**

### **9.1 Physical Examination**

In accordance with Wis. Stats. 118.25 (2) each new teacher is required to pass a physical examination.

### **9.2 Teacher Certification**

#### **9.2.1 Deactivation of Certifications**

"Certification" shall refer to the teacher's current certification(s) on file in the District office.

Employees may utilize any and all certifications they possess. However, they may elect to deactivate one or more of their certifications within the District without decertifying at the state level. Deactivation of a certification shall be controlled by the guidelines listed below:

1. Teachers initially employed for the 1993-94 school year and thereafter shall not be eligible to deactivate any certification which they may possess.
2. Teachers may not deactivate certification(s) in the major(s) for which they were hired to teach.
3. Teachers may not deactivate certification(s) in their teaching minor(s) during their first eight years of employment in the District.
4. The teacher shall indicate, by February 1st, the intent to deactivate certification(s) in any teaching minor(s) or in major(s) which have never been taught in the District. If the deactivation results in reassignment, the teacher shall have completed a minimum of six (6) credits or have taught in the reassignment certification area within the past three (3) years.

### **9.2.2 Reactivation of Certifications**

Once a certification is deactivated within the District, that certification may not be used locally unless and until the employee takes six (6) additional credits in that area of certification. Such credits must be taken after the deactivation of the certification in question. In addition, the teacher must obtain prior District approval of the courses for which the credits are granted and the courses must be completed and a verification of completion filed in the District office prior to February 1. Upon satisfaction of these conditions, the certification will be activated for the next school year.

### **9.3 Class Size**

As a guide line, each elementary school shall strive to maintain an average class size of twenty-five (25) students. Grades K-2 should be less than a twenty-five (25) student average. Each middle school and senior high school shall strive to maintain a course section average of twenty-five (25) students. Courses such as Driver Education, Remedial Reading, Typing, Team Teaching, Physical Education and other special situations of a like character, should not be considered when determining the average of twenty-five (25) students per class.

Upon written request from the E.E.A. to the Assistant Superintendent, Human Resources, a class size report will be available to the Association on November 1, and ten (10) working days following the beginning of the second semester.

All personnel who are involved in implementing mainstreaming (administrators, psychologists, guidance counselors, special education teachers and classroom teachers) shall be sensitive to the impact of scheduling mainstreamed students and shall look at the level and/or degree of needs of the students when doing such scheduling. Attempts will be made to balance the number of mainstreamed students when multiple sections/classes are available for mainstreaming. Attempts will also be made to coordinate the scheduling of classes in order to balance the use of adaptive classes for mainstreamed special education students.

### **9.4 Full Time Positions**

Full and part-time positions will be determined by building. Full and part-time position openings occur when all forced transfers to prevent layoff have been made and no person on layoff is certified for an open position. At that time, full and part-time positions shall be considered open and shall be posted.

Whenever possible, the District shall merge part-time assignments into full-time positions or expand part-time assignments, if this can be accomplished without exceeding twenty-five (25) minutes of travel time per day.

## **9.5 Staff Openings**

All bargaining unit and administrative openings occurring during the school years will be posted simultaneously by the Administration on the School District website and through an all-bargaining unit members e-mail. All interested personnel must notify the Assistant Superintendent, Human Resources of their interest in the opening within five (5) school days after posting.

A list of known staff and administrative openings for the following school years will be posted by the Administration on the School District website and through an all-bargaining unit members e-mail within two (2) weeks following the return of contracts. If necessary, an amended list will be posted prior to school closing. Teachers interested in such positions shall notify the Assistant Superintendent, Human Resources within ten (10) days of the posting.

Information pertaining to all staff and administrative openings occurring during the summer recess will be available on the School District's website.

Athletic extra duty openings (Appendix D – Athletics) shall be posted on the District website and through an all-bargaining unit member e-mail. Other extra duty openings (activities and supervision) shall be posted on the building website and through an e-mail to all bargaining members in the school where the opening occurs.

Applications shall be given consideration on the basis of position requirements, academic preparation, seniority, and lay offs. All assignments will be made by the Administration.

## **9.6 Reassignment Requests (within building)**

Teachers each year may express in writing by February 15, to their building principals, their preference of grade assignments, subject areas, and extra curricular assignments. These requests shall be given consideration as vacancies and new positions occur, on the basis of position requirements, academic preparation, seniority, and lay offs. Assignments will be made by the Administration.

## **9.7 Transfer Requests (between buildings)**

Teachers who desire to transfer to another building may file a written statement of such desire with the Assistant Superintendent, Human Resources, no later than February 15. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. These requests shall be given consideration as vacancies and new positions occur within the school district, on the basis of position requirements, academic preparation, seniority, and lay-offs. All assignments will be made by the Administration.

## **9.8 Part-Time Employment (Voluntary Request)**

Full-time teachers requesting less than a full-time teaching contract must submit their request in writing to the Superintendent of Schools or designee. Submission of all requests is encouraged but not required, by

February 1. If the request is granted, the teacher will be returned to a full-time position, subject to the layoff provision in effect at the time of return, at the completion of the part-time contract. A request for an additional part-time contract may be submitted each year.

## **9.9 Job Sharing**

**9.9.1** "Job Sharing" is defined as a voluntary program to provide the opportunity to teachers to request the sharing of a contract for a full school year.

### **9.9.2 Request for Job Sharing**

Requests for job sharing shall be submitted to the Superintendent of Schools or designee, with a copy to the Association. Submission of requests is encouraged, but not required, by February 1. Teachers shall return to full-time status in the year following the job sharing unless an application for renewal is approved. Renewals, for additional years, must be received by the Administration by February 1 of each year preceding the year of renewal.

Requests shall be submitted in writing indicating the grade level, department and teaching arrangement desired.

### **9.9.3 Approval**

If the Board of Education approves the request, the Superintendent of Schools or designee shall inform the applicants, in writing, of the terms of the job sharing. Such notice shall include a description of the job to be shared and the percent of time each participant will work as well as the provisions controlling salary and benefits. The notice shall also spell out any unique or unusual conditions such as preparation time, grade reports or other responsibilities different from normal.

### **9.9.4 Benefits**

Teachers granted job sharing shall be paid on a pro rata basis during the period of actual employment, shall be guaranteed a return to a full-time District position subject to the lay-off provision in effect at the time of the return, shall accrue seniority on a pro rata basis, shall accrue paid leave on a pro rata basis, and shall receive health, dental, life and LTD insurance benefits on a pro rata basis. Contributions to the Wisconsin Retirement Fund shall be made on a pro rata basis.

It is understood by the requesting teachers that they will not be eligible for Unemployment Compensation during the period of job sharing.

## **9.10 Resignations**

A teacher desiring to terminate an individual contract with the District shall submit a request for release as far in advance of the requested date of termination as possible. Teachers who request permission to resign without giving at least sixty (60) days notice shall submit \$100.00 penalty payment before their request for resignation will be approved by the Board of Education. If sixty (60) days or more notice is given, there will be no damages assessed. If a teacher leaves the District without Board approval of his/her resignation, the teacher shall be assessed \$200.00 liquidated damages.

## **9.11 Seniority**

Seniority shall be defined as the teacher's length of continuous service within the bargaining unit as determined by the date of signing the teacher's initial contract in the most recent period of uninterrupted service.

Seniority ties shall be broken by lot at a meeting of those teachers tied which is witnessed by members of the Administration and the E.E.A.

Part-time teachers shall accrue pro rata seniority based upon the percent of a full-time position in which they are employed in the bargaining unit, as indicated on their individual teaching contracts.

Teachers who have left the bargaining unit and returned prior to the effective date of this clause shall not lose seniority because of this clause (1978-79).

Teachers who have been promoted to supervisory positions for purposes of layoff and/or recall shall, upon return to the bargaining unit, retain those years of service within the bargaining unit held prior to promotion out of the bargaining unit.

The District shall forward to the Association, by September 30th of each year, a seniority listing including all regular full-time and regular part-time teachers and their relative rank in the District.

## **9.12 Layoff and Recall**

### **9.12.1 Selection**

When layoffs occur within the School District, the Administration shall select the number of full-time or part-time teachers to be laid off within subject areas of certification in the inverse order of the teacher's seniority.

### **9.12.2 Layoff Timetable**

Those teachers selected for layoff by the seniority process shall be preliminarily notified prior to March 15. Final layoff notices shall be given no later than May 30.

The Article defines the layoff procedure to be followed in the School District of Elmbrook. The language incorporated in this Article has been negotiated in accordance with provisions in Sections 111.70 and 118.22 (4) of the Wisconsin Statutes.

### **9.12.3 Transfer Rights**

A teacher in an affected area shall have the right to be transferred into a different area within the District in which the teacher is also certified. A teacher who must be transferred to a minor area of certification in order to prevent layoff must, in order to teach in that minor area of certification, either have taught in that area in the last five (5) years or must have obtained at least six (6) credits in the last five (5) years, in that area of certification. If neither of these conditions exists, the teacher shall have one (1) year from the commencement of teaching in that area to complete six (6) credits in the minor area.

### **9.12.4 Recall Procedure**

Teachers shall be reinstated in inverse order of their being laid off. From May 30 through June 30 the District shall continue to make involuntary transfers of existing staff, pursuant to 9.11 to attempt to recall the most senior person on the recall list. After June 30, no involuntary transfers shall be made and recall shall be extended to the most senior person certified to fill the vacancy.

It shall be the responsibility of the laid off teacher to keep the Administration informed at all times of his/her current address and telephone number.

If a full-time vacancy occurs other than during the school years, the Board will offer such position to presently employed certified full-time and part-time teachers in order of seniority prior to hiring any new full-time teachers.

The five (5) most senior teachers subject to recall shall simultaneously be mailed a written recall notice (certified mail, return receipt requested) from the District. The notice shall indicate the order of recall of the employees on layoff. If the employee at the top of the recall list refuses the recall, the next employee on the list shall be recalled. This procedure shall be followed until an employee accepts the recall or the list is depleted. All employees on the list must reply in writing (certified mail, return receipt requested) to the District within ten (10) calendar days after receipt of the notice, and indicate whether they either accept or would accept the recall. Individual contracts shall be issued within three (3) days after acceptance of the recall. The contracts must be returned within three (3) days after receipt by the individual teacher being recalled.

When a less senior employee is recalled from layoff after the start of the school year to a position offering a greater percentage of employment than that offered a more senior employee, a situation which would result in the less senior employee accumulating more seniority than the more senior employee, the District shall have two options: (1) increase the more senior employee's percentage and reduce the less senior employee's percentage by switching positions, or (2) artificially increase the more senior employee's seniority equal to that earned by the less senior employee.

Teachers shall be dropped from the list of recall candidates after three (3) years on such list unless they notify the Administration (certified mail, return receipt requested), prior to February 1 of the third and following years that:

- a.) they wish to remain on the recall list; and
- b.) they have been engaged in an educational pursuit(s) during the period of layoff (teaching, substitute teaching, teacher aide, continuing education).

Full time teachers who refuse a recall offer for a full-time position shall immediately be dropped from the list of recall candidates and forfeit all future rights to recall. Full-time teachers who refuse a recall offer for a part-time position or who refuse a day-to-day contract for a teacher on LTD in two separate school years shall be dropped from the list of recall candidates and forfeit all rights to recall. Teachers who are part-time and refuse a recall offer for either a full-time or part-time position or a day-to-day contract for a teacher on LTD shall be dropped from the list of recall candidates and forfeit all rights to recall. However, no full-time or part-time employees shall be deemed to have refused the recall until all other more senior, similarly certified candidates have also refused the recall offer.

#### **9.12.5 Rights of Teachers on Layoff**

The reinstatement of a teacher shall not result in a loss of credit for previous years of service. No new or substitute appointments may be made while there are laid off teachers available who are certified to fill the vacancies in the District.

Teachers who are on layoff status shall be given preference for substitute positions. Teachers on layoff may continue coverage under the District's Group Health Insurance Plan for a period of eighteen (18) months following the effective date of their layoff. Monthly premiums for the insurance must be paid thirty (30) days in

advance to the School District by the teacher on layoff. The teacher's right to continue to be covered by the group contract shall terminate if any of the following occur:

1. The teacher establishes residence outside of this state.
2. The teacher fails to make timely payment of the required premium amount.
3. The teacher becomes eligible for other group coverage from another employer.

No teacher shall be prevented from securing other employment during the period of layoff under this subsection.

### **9.13 Late Hires (9.13 Contracts)**

The District may elect to deny coverage under the layoff and recall procedures to new teachers who are hired under individual contracts (**9.13 Contracts**) to fill vacancies which occur during the two weeks prior to the start of school or during the school year. The employment rights of these teachers shall terminate upon the conclusion of the term of their individual employment agreements with the District. However, if such an individual is subsequently re-hired (to either a full time position or another **9.13** contract type situation) within three semesters of the termination of the initial employment, that teacher shall be issued a regular contract and shall receive seniority, paid leave and salary schedule advancement for the term of the initial **9.13** contract.

Upon the approval of LTD benefits, a day-to-day contract will be issued to recalled or newly hired teachers who assume the duties of a teacher on LTD. Such contract shall extend from the first day of benefit approval through the period of disability. Recalled teachers shall accrue seniority, paid leave, and salary schedule advancement from the first day of benefit approval through the period of disability.

### **9.14 Involuntary Transfer**

Reassignments or transfers shall be made to facilitate the continued employment of a teacher who would otherwise be subject to layoff, pursuant to section 9.12. In such transfers, the least senior certified teacher shall be transferred first. Such transfers shall be made only after a meeting with the Superintendent or his designee at which the teacher shall be notified of the reason for the transfer.

Non-voluntary transfers for other than the above reason may be made when it can be demonstrated that the quality of instruction or the development, coordination and/or stability of specific programs can be improved. Involuntary transfers shall not be made for disciplinary purposes.

Involuntarily transferred teachers shall be notified no later than the last school day immediately preceding the school year in which the transfer is to be effective unless the conditions which led to the transfer could not be anticipated.

### **9.15 Transfer List**

On or before September 15 of each year, the Association may obtain, from the Assistant Superintendent, Human Resources, the names of teachers who have been transferred to another building and the positions to which they have been reassigned or transferred.

### **9.16 Evaluation**

All teaching staff members will be formally evaluated at least once every three years.

Staff new to the district will be on probation and evaluated during each of their first three years. The District may waive the third year evaluation and third year of probationary status. At the completion of probation, new staff will be placed in the regular three year cycle.

Building principals will make the decision where to place teachers new to the building in the evaluation cycle.

Staff on probation will be evaluated yearly.

These guidelines represent minimum requirements for evaluation.

### **9.16.1 Evaluation Reports**

Teachers will receive two types of evaluation reports: observation reports and final reports. After a formal observation, conference and written report shall follow. Normally, such conference shall take place within three (3) teaching days after the observation. The written report will be provided within ten (10) teaching days after the observation. The final report will be provided after the observation reports. It is understood that both the evaluator and the individual teacher shall affix their respective signatures to such report(s). The teacher shall have a section provided on the form for writing comments after reading the report. A teacher's Post-Observation Report and Final Report, when viewed by anyone other than the Board of Education or its agents, shall be done upon said teacher's request or consent only. In the event such material is needed for a hearing or a court case judging that teacher's professional competency, the teacher shall not have the right to refuse such a request.

Teachers will be shown any copy of the Post-Observation Report and Final Report, prepared by an evaluator(s), and will have the right to discuss such report(s) with their evaluator(s) before the report(s) is placed in the teacher's personnel file. (See APPENDIX G-1 AND G-2)

### **9.16.2 Discipline - Written Notification**

The term "Association representative" shall mean any building representative or other E.E.A. member designated by the E.E.A. President, the TriWauk Director, WEAC-NEA staff, and/or legal counsel.

Alleged breaches in discipline shall be promptly reported to the offending teacher.

The Administration shall notify a teacher, in writing, of any alleged delinquencies that could affect the teacher's employment in the district.

In any discussions resulting from such written notifications, the teacher shall be entitled to Association representation.

The Association shall notify the Administration twenty-four (24) hours in advance when representatives other than E.E.A. members will be present. This time limit may be waived by mutual consent.

### **9.17 Teacher Files**

No material adverse to a teacher's conduct, service, character, personality or material relating to his/her professional status shall be placed in the teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has had the opportunity to review such materials by affixing his/her signature on the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The teacher shall have the right to submit a written answer to such material and attach it to the file copy.

The District will protect the confidentiality of personal references, academic credentials and other similar documents received prior to the teacher's initial employment. Upon a teacher's request, the teacher shall be given access to all material placed in said teacher's file since employment began in the Elmbrook School System, except personal references and credentials received from training institutions of higher learning. The material may not be taken from the office of the school. There shall be no separate personal file which is not available for the teacher's inspection.

### **9.17.1 Notice to Association**

A copy of any notice given a teacher regarding suspension, dismissal, non-renewal, or discipline in a manner resulting in financial loss, shall be forwarded to the Association. Such notification may be withheld from the Association only at the expressed written request of the teacher involved. Such request will become a part of the teacher's file.

## **10.0 ASSIGNMENTS/SCHEDULES**

### **10.1 School Year**

The calendars for the school years are herein included. (APPENDIX B-1-B-4). Any school days or partial days cancelled by the Administration because of closing school for inclement weather, mechanical failure, epidemic, or for any other similar situation beyond the control of the School Board, may be subject to rescheduling, without additional pay, prior to or at the end of the school year, in accordance with the Wisconsin Statutes, Sec. 115.01 (10)(b).

When the Board determines that such days or partial days shall be made up, representatives of the parties shall meet and attempt to agree on the date(s) for such make up. If no agreement can be reached, the Board shall schedule the days on weekdays at the end of the school year.

### **10.2 Work Day**

The teacher work day (K-12) shall be 7 hours and 30 minutes.

### **10.3 Open Houses/Parent Information Night (PIN)**

Open Houses at the secondary schools and Parent Information Night (PIN) at the elementary level are activities which require all teachers to be in their school after regular school hours for presentations to the public.

Secondary Open Houses shall be held on an Early Release Day unless otherwise agreed to at the building level. Secondary teachers shall be released on a Teacher Day in even numbered years or on a District Day in odd numbered years as compensation for Open House.

Elementary PIN shall be held on an Early Release Day unless otherwise agreed to at the building level. Elementary teachers shall be released on a sixty-minute (60) District Day.

Special arrangements shall be made to provide early dismissal for a traveling teacher who is scheduled at another building but would not normally require early dismissal on that day. Such special arrangements shall be provided upon reasonable notification to the principal of the need for early dismissal.

Open House at elementary schools is an opportunity for students and parents to visit the school and individual classrooms. Teachers are not required to be in attendance or make formal presentations at Open

House. Elementary teachers who participate in Open House shall be compensated with one ninety-minute (90) Early Release District Day to be determined by the staff and administration in each building no later than June 1 of the preceding year.

#### **10.4 10.4 Elementary Teacher Preparation Time**

Elementary teachers will be provided time for planning before and/or after school and during the school day. Each teacher will receive an average of 240 minutes per week during the school day through their student's participation in "specials" instruction. This provision automatically terminates June 30, 2005.

#### **10.5 Middle School and High School Assignments**

Teachers at the middle school and high school levels shall be assigned five (5) assignments, which shall include all classes or a combination of classes, supervision, advisory, curricular or staff development responsibilities, and shall have two (2) preparation periods per day. However, teachers may mutually agree with their building principal to be assigned the yearly equivalent of two (2) preparation periods per day. Employees teaching less than a full load shall receive a preparation period when they teach 2-1/2 instructional periods. When teaching two (2) periods in one (1) semester and three (3) in another, a preparation period shall be provided in each semester. This is based on a seven (7) full period day. Teachers would not be assigned to any regularly scheduled assignments during these two (2) preparation periods, but are to be available to assist and give special help to students when needed.

Two (2) short periods (26 to 30 minutes) will be classified as one (1) full period (present Master Agreement), such as 7th grade foreign language, 7th grade reading, short study periods and all lunch periods. No teacher would be assigned two (2) different short lunch periods, except by mutual agreement between the teacher and principal, but could receive one (1) short lunch period and one (1) other short period.

#### **10.6 Sixth Assignments/Student Supervisors**

In February, the District shall post a notice soliciting volunteers for paid sixth assignments for the following school year. Sixth assignments may include classes, supervision, advisory, curricular or staff development responsibilities. The District will advise the volunteers in May if they are to receive a sixth assignment.

If the February posting fails to generate sufficient volunteers, a representative of the District shall personally solicit volunteers for "Special Projects" and for assignments where special circumstances make it impossible to arrange a particular teacher's schedule to allow participation in a specific staff development or curricular project without exceeding the five (5) assignment limit. When there are insufficient volunteers for such projects or assignments, the District may assign the work for one (1) semester as a sixth assignment at the sixth assignment pay. No more than two (2) such assignments may be made during any three (3) school year period. If two (2) assignments are made, they shall be for consecutive semesters.

The District may employ student supervisors (aides) for supervisory responsibilities. During the term of this contract, no student supervisors will be used in a classroom in place of a teacher to monitor the student instructional program.

The District shall have the option to offer sixth assignments or assign student supervisors to supervisory assignments pursuant to the following conditions:

1. Teachers who are initially employed as part-time teachers.
  - a. The District shall compute the percentage of the initial contract based on classroom and supervisory assignments.
  - b. The District shall not be required to add supervisory assignments to part-time teachers but may exercise the option.
2. Subsequent contracts for teachers who were initially employed as part-time teachers.
  - a. The District shall continue to compute the percentage of the contract based on classroom and supervisory assignments.
  - b. The District shall add academic sections to part-time positions in order to make full-time positions whenever possible.
  - c. The District shall not be required to add supervisory assignments to these part-time teachers, but may exercise the option.
3. For teachers who were initially employed as full-time teachers, and those initially employed as part-time teachers but whose assignment has subsequently been made full-time, and who are being considered for at least 80% part-time positions, the District shall be required to add supervisory positions to achieve full-time status before assigning any sixth assignments under the provisions of **10.6** paragraphs 1 and 2.

## **10.7 Bus Supervision**

It shall be the responsibility of the building principal in cooperation with the teaching staff to initiate and establish a safe bus loading procedure to insure the safety and welfare of all students in their charge.

The only extra pay assignment involved in the aforementioned responsibility will be that of the teachers designated as bus supervisors. They will be responsible, in cooperation with the principals, to coordinate all bus loading and orderly student dismissal procedures.

It is understood that all staff members share in the responsibilities of the orderly dismissal as part of their regular prescribed hours of employment. This participation shall be without extra pay.

Where necessary, an elementary school or middle school may provide one paid bus supervisor for each bus loading station. The paid bus supervisor(s) at each school shall be assisted by all other teachers at the school, on a rotating basis, in supervising at the bus loading station(s).

Said supervisor shall designate a substitute to take his/her place and assume such duties when the supervisor is absent or otherwise unable to perform these duties.

In the event no person will assume the paid supervisor's duty, the principal shall rotate such duty among the staff.

The above program applies only to the elementary and middle schools. Only the paid supervisor(s) shall be responsible for morning bus supervision. The bus supervisor(s) are not required to supervise in the morning, once the principal of the school deems that the program is running smoothly. (See APPENDIX D)

## **10.8 Early Release Days**

The District shall implement an early release program (K-12) commencing with the 1991-92 school year. The program shall include one hour (60 minutes) per week of early release for students on a total of 35 days per year. The specific day to be designated each week may vary and shall be designated by the District.

The District may designate which Thursdays (or other day per week) will be District controlled and which days will be teacher controlled. The District will strive to alternate the District and teacher controlled days but in no case shall more than three (3) of the weekly early release days controlled by either party be scheduled consecutively.

Twelve (12) minutes of contact time will be added to the student school day to accommodate for the 60 minutes of early release.

Except on Thursdays (or other day per week) when the District shall determine the hours of the teacher and student day, the structure of the teacher day shall be determined at the individual building level. At the Middle School, the administration shall involve teachers in the scheduling of Early Release Days and strive to ensure that one Early Release day per month (T Day or D Day) shall be dedicated to house business (activities involving teachers only, not students).

### **10.8.1 Elementary Level**

D-Days provide time for building and District activities (planning, inservice, or faculty meetings.) Teachers are encouraged to provide input in the utilization of D-Day time. There shall be 26 D-Days. Eighteen D-Days shall be 8 hours and 8 D-Days shall be 7 hours and 30 minutes. At least once per month, a minimum of 40 minutes will be provided during the D-Days to conduct grade level business/planning/meetings.

There shall be 9 T-Days. Teachers shall work a 7 hour and 30 minute day. The time after the students leave shall be for teacher preparation.

Should the provisions of the 1999-2001 Side Letter of Agreement regarding elementary preparation time change, the Master Agreement language regarding early release/meetings shall revert back to the 1997-99 status (10.7, 10.8, 10.8.1, 10.8.2, 10.8.3).

### **10.8.2 Secondary Level (Middle and High School)**

On 18 Thursdays (or other day per week), the District may schedule meeting, inservices, etc., for a block of 90 minutes. The work day on these days shall be eight (8) hours.

On 17 Thursdays (or other day per week), the teachers shall work a 7 hour 30 minute day. The monthly staff meetings and monthly department meetings will be held during this time.

## **10.9 Meetings**

Scheduling of faculty meetings, department meetings, grade level meetings or other required meetings shall be as follows:

### **10.9.1 Elementary Level**

The preparation block is that time before and after school when students are not present. The preparation block (a.m. or p.m.) is designed for teacher preparation time. Faculty meetings may be scheduled during the preparation block (a.m. or p.m.) no more than five (5) times per year, no more than once per month and shall not exceed 45 minutes.

Individual teachers may decide to meet during teacher preparation time for communication, planning and collaborative decision making on an as-needed basis.

### **10.9.2 Secondary Level (Middle and High School)**

Monthly faculty meetings and monthly department meetings shall be scheduled during the released time portion of the teacher directed Thursdays (or other day per week). Faculty meetings, department meetings or other required meetings for curriculum, in-service or educational practices may be scheduled during the released time portion of the District directed Thursdays (or other day per week).

### **10.9.3 K-12**

Faculty meetings (entire staff or smaller) may be scheduled before or after the student day for emergency purposes.

### **10.10 Special Teachers**

Attendance by the regular classroom teacher at special classes, (physical education, art, music and library), conducted by a specialist at the elementary level normally shall not be required. In special cases, where the educational program dictates a need for same, the building principal may require the classroom teacher to be in attendance.

In order to satisfy the additional requirement for physical education at the elementary level, the elementary classroom teachers shall assume the responsibility for implementing the lesson plans created by the specialist.

### **10.11 Substitutes**

#### **10.11.1 Substitution - School Related**

When a teacher is absent from his/her class because of other school obligations, the teaching staff member who substitutes for that teacher will be remunerated pursuant to **5.4**.

#### **10.11.2 Substitution - Illness or Emergency**

When a teacher is ill for all or part of a day, or is absent for some other personal emergency during the course of the school day, and it is necessary to utilize a substitute from the teaching staff, the teacher substituting will receive remuneration pursuant to **5.4**.

#### **10.11.3 Substitution - Special Circumstances**

Unique absences or tardy situations may arise which are not covered in the School Related or Illness or Emergency sections above, and which are not clearly the responsibility or fault of either the teacher or the District; teachers may, upon approval of the building principal, arrange for other staff members to substitute for them. No remuneration will be made in such cases.

### **10.12 Traveling Teachers**

In those instances which require teachers to travel between buildings, the District shall strive to increase the amount of time available for travel or preparation for classes at the second building.

Teachers assigned travel time during the school day shall be credited with twenty- five (25) minutes of contact time or be paid one-half the 6th period assignment rate in **5.2.1**.

## **10.13 Conferences**

### **10.13.1 Parent/Teacher Conferences - Requested**

Teachers shall participate in conferences requested by parents. In addition, teachers shall exercise professional judgment in initiating conferences with the parents of children who would benefit by them. Such conferences will be scheduled by the teacher at a mutually agreeable time.

### **10.13.2 Parent/Teacher Conferences - Scheduled**

Parent/Teacher conferences will be scheduled during the first and second semesters at all schools (K-12). Conferences may be held during the morning, afternoon or evening on a schedule established by mutual agreement between the teachers and the administration on a building by building basis. If agreement cannot be reached prior to the start of the school year, the schedule utilized during the previous school year shall be followed. Compensatory time off shall be provided for all scheduled parent conference time occurring outside the work day.

### **10.13.3 Special Education Conferences**

All Special Education teachers shall have the same number of conference days as elementary teachers. The schedule of such Special Education conferences shall be arranged by mutual consent of the building principal and the building's Special Education faculty, when the particular building has no scheduled conference days. Secondary Special Education teachers shall have substitute teachers provided when special education students are in school attendance during conference time.

## **10.14 Lunch - Duty Free**

The school district shall grant, to elementary teachers, a daily duty free lunch period. Such period shall not be less than forty (40) minutes, except during inclement weather days, when they shall be expected to share duties. On inclement weather days teachers will be granted at least thirty (30) minutes duty free, uninterrupted lunch periods. On such days, during the remaining ten (10) minutes, teachers shall have their lunch period rotated, so that they may assist with the indoor supervision.

Duty free lunch periods shall be provided at or near the time of the regular lunch period.

Kindergarten through sixth grade teachers who choose to be lunch room or playground supervisors in lieu of thirty (30) of their forty (40) minute lunch periods will receive compensation. (See APPENDIX D)

## **10.15 School Openings/Closings or Staff Movements**

If the Board determines, during the term of the agreement, to close or open a building(s), or move a grade level to a different building, representatives of the Administration, the Association and staff at the building affected will meet to develop a mutually agreeable plan for packing and implementing the necessary moves.

If a decision is made to alter attendance centers so as to effect teacher assignments, all teachers will be notified by April 15th or within 15 days following the date of the decision (if the date is after April 15). The notice will include an opportunity for teachers to express their preference for transfer or reassignment. The Association will be provided with a list of requests for transfer and a list of assignments for the subsequent school year.

Request will be given consideration in accordance with **9.7** and assignment will be made by the Administration. For two years following the restructuring, a list of teachers whose requests were not honored will be maintained and they will be considered first as vacancies and new positions occur.

#### **10.16 Summer School (See 5.8)**

Teachers under contract to the District, pursuant to Section 118.22, Wisconsin Statutes, for the ensuing year will be preferred on the basis of experience, academic preparation and position requirements.

Because of the large number of applicants and in deference to equal employment opportunity, the Board shall consider rotating summer school teaching positions annually.

Guidance personnel will be employed from 8:00 to 3:00 p.m. and will be paid the same hourly rate as summer school teachers.

#### **10.17 Summer Project Work (See 5.9)**

Any teacher may propose and submit to his or her principal for approval or disapproval, a prospectus on a proposed research and/or planning project for summer work. Regardless of approval or disapproval by the principal, the prospectus will be forwarded to the office of the Superintendent. The Superintendent will approve or disapprove the prospectus and, with a recommendation, submit same to the Board. Such prospectus shall include all salient features of the project, including but not limited to a description of the work to be accomplished, personnel required, estimated time for completion and cost. All such projects shall be subject to prior approval of the Board before implementation. The proposing teacher shall, if requested, meet with the Board to review the prospectus. Applications must be submitted by January 15, and the applicant will be notified of the decision by April 1. When the project is completed, a summary of the work completed shall be presented to the building principal and copies sent to the office of the Superintendent. Once the project has been applied in the school situation, the building principal may request the proposing teacher to submit a written evaluation of its success.

The project should result in a product that will serve usefully to the proposing teacher when used in the teacher's classes, at the teacher's grade level, or within the total school situation. When applicable, the results of this project will be made available to other teachers and schools in the Elmbrook district. Results of the project may be published and/or utilized by the teacher upon approval of the Board.

### **11.0 STAFF DEVELOPMENT ACTIVITIES**

Acknowledgement is made of the need for professional growth and the consistent need for all teachers to continue their formal studies and other related professional activities toward an improved and up-to-date quality instruction. It is also recognized that professionalism is an individual decision for teachers and, therefore, there is no credit requirement within any specific time period. No payment of any kind shall be made for credits earned, except as provided on the salary schedule.

#### **11.1 Inservice Education and Staff Development Committee**

The parties agree to establish an Inservice Education and Staff Development Committee composed of a representative appointed by the Association from each school and no more than an equal number of representatives appointed by the Superintendent of Schools. The Committee shall assume the responsibility for

the planning and conducting of the in- service education and staff development programs for the professional teaching staff, subject to the direction and control of the Superintendent of Schools.

### **11.2 Convention or Conference Attendance**

Teachers are encouraged to attend conventions, conferences and workshops in their special fields at no loss in pay. Teachers should attempt to anticipate the convention, conference, or workshop for the forthcoming year by requesting such attendance at the time of budget formulation. It is the responsibility of each building principal to provide budget requests and inform teachers of approved allocations for all conferences, conventions and workshops.

Where District funds have been expended for attendance at conventions, conferences or workshops, a written and/or verbal report of same shall be submitted to the principal of the school.

### **11.3 Inservice Days Scheduled 3 Days Prior to School**

The Board may, at its discretion, schedule up to three (3) additional in- service/staff development days for each teacher during any year. All teachers will not necessarily be mandated to attend the same number of in-service/staff development days. The number of days scheduled and mandated will depend on the District's ability to schedule appropriate in-service/staff development days.

Teachers shall be required to attend in-service/staff development days scheduled during the three (3) week days immediately prior to the start of the school year. Teachers will be notified no later than May 30 of which of the three (3) week days immediately prior to the start of the school year they will be required to attend. They will be compensated at their individual daily rate for the succeeding school year for attendance on those days.

### **11.4 Inservice Days Scheduled Prior to the 3 Days Preceding the School Year**

In-service/Staff development days may be scheduled at other times during the summer. Attendance will be voluntary and teachers will be compensated at the CEU rate for the preceding school year for attendance on these days. When the in-service addresses compliance with federal, state or local requirements for all members of a department, the in-service shall be considered mandatory and shall be scheduled and compensated pursuant to 11.3 - IN-SERVICE DAYS SCHEDULED 3 DAYS PRIOR TO SCHOOL.

### **11.5 Inservice - New Teachers (See 5.10.1)**

Teachers new to the District may be required to attend up to four (4) inservice/staff development days immediately prior to the three (3) inservice/staff development days scheduled prior to the start of the school year. A representative of the Association will be included on the inservice/staff development agenda.

### **11.6 Mentor Program**

The district shall administer a mentor program for teachers new to the field of education and new to the district. The primary goal of the mentor program is to provide support and assistance to teachers.

The mentor is responsible for:

- Assisting new teachers in learning about the community, building and District.

- Serving as a resource in the areas of discipline, classroom management, curriculum, and lesson planning and areas of school policy.
- Serving as a resource on how to organize instruction to meet state and District expectations.
- Serving as a resource on how to assess student learning and how to use the assessment to guide instruction.
- Assisting in the development of ways to work cooperatively with parents and other teachers to help students achieve.

### **11.6.1 Assignment Of Mentors**

Building Principals, upon consultation with grade level leaders and/or Department Chairs, will recommend teachers who have volunteered to be mentors to the Assistant Superintendent for Human Resources. Similar grade level and/or content area assignment will be strongly considered in the selection of mentors.

### **11.6.2 Compensation For Mentors**

The teacher extra pay schedule (Appendix D) lists compensation for serving as a mentor. Hours are allotted for training and serving as a mentor. Teachers serving as a mentor for the first time are required to participate in mentor training activities (APPENDIX D).

### **11.7 Continuing Education Units (CEU's)**

The CEU program developed by a joint committee representing the Board and Association and entitled Elmbrook Staff Development Program will be implemented in accordance with the procedures established by the committee.

### **11.8 Academies (voluntary)**

The Elmbrook Staff Development Program may offer short courses or “academies” for the purpose of providing in-depth learning in a particular content area or skill related to the curriculum and/or instructional strategies. Participants will receive the equivalent of one credit for movement on the salary schedule upon satisfactory completion of the course. Participants must complete the curriculum to earn equivalency credit(s) (15 hours for each credit) and will be expected to pay a fee to cover costs of the academy.

### **11.9 Visitation Days**

As a means of improving their professional abilities, teachers may be granted two (2) visiting days per year for observing in other schools. These days shall not be deducted from paid leave. Such visiting days shall be confirmed by the building principal, subject to the approval of the Superintendent.

Requests for a visiting day must be submitted by the teacher at least one (1) week prior to the anticipated visitation.

### **11.10 Early Release Time (See 10.8)**

## **12.0 ELMBROOK EDUCATION ASSOCIATION RIGHTS AND RESPONSIBILITIES**

### **12.1 Deduction for Dues**

Upon written notice from the teacher, the Business Office will deduct from the teacher's salary labor organization dues as determined by the E.E.A. This will be accomplished through ten (10) equal dues deductions, beginning with the last paycheck in September and ending with the last paycheck in June. The Business Office will issue a monthly check to the treasurer of the E.E.A. for monthly dues deducted. In the event an error in check-off dues is made by the Business Office, whereby an amount exceeding that of the dues deduction is made from the check of a teacher, the E.E.A. will pay to the teacher directly the amount erroneously deducted.

## **12.2 Fair Share**

The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Association and non-Association, fairly and equally, and all employees in the unit will 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 constitution and by-laws. No employee shall be denied Association membership because of race, creed, color, sex, handicap or age.

The employer agrees that effective the last paycheck in September or thirty (30) days after the date of initial employment, if after the opening of school, it will deduct from the paychecks of all employees in the collective bargaining unit who are not members of the Association subject to Section **12.1**, or whose membership dues have not been paid to the Association in some other manner, the amount certified by the Association to be the cost of representation. Such amounts shall be paid to the treasurer in the same manner and at the same time as those dues voluntarily deducted in **12.1** above. The Association agrees to certify only such costs as are allowed by law and to inform the employer of any change in the certified costs of representation of non-Association employees required by law.

Changes in the amount of dues to be deducted shall be certified by the Association ten (10) days before the effective date of the change.

The employer will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.

## **12.3 Save Harmless Clause**

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

## **12.4 Internal Rebate Procedure**

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

## **12.5 Communications - Distribution Within School Buildings**

E.E.A. members shall be allowed to distribute official E.A.A. communications in teacher mailboxes and to post official E.E.A. communications on faculty room bulletin boards.

The building principal/designee shall be notified at the time of posting or distribution, of the identity of such person(s) who distributes or posts material in the buildings as described above.

## **12.6 Use of District Buildings and Facilities by the E.E.A.**

The E.E.A. shall be allowed the use of District buildings and facilities for a maximum of five (5) general meetings each school year at no charge, with these stipulations:

1. Prior to notification indicating specific needs and arrangements for use of same must be made with the building principal.
2. An approved application and agreement form outlining the applicable rules, regulations and responsibilities must be signed for each meeting.
3. The applicant shall be liable for any damage done to property, and for any and all expense incurred in consequence of any such damage during the use of the school building.
4. A regular member of the custodial staff or a designated school employee shall be on duty at all functions where permission is granted for the use of any building or facility.

Small committee meetings may also be held after school hours at no charge, providing prior notification is given to the building principal. The signing of a building agreement form is not necessary for such use.

Association officers may use an e-mail account specifically designated by the District for communications concerning official association business subject to the use and protection provisions in Board Policy #4511. The Association officers shall include members of the Executive Board, Strategy Committee, Negotiating Team and Building Representatives. The names of the Association officers shall be provided to the Assistant Superintendent, Human Resources by September 15 of each year. The e-mail account shall not allow for return e-mails.

## **12.7 Association Business on School Property**

Association representatives shall be permitted to transact Association business at all reasonable times, provided that this shall not disrupt normal operations. No formal meetings shall be held in the buildings during regular school hours. Such formal meetings are to be held during school hours as described in 12.6. Representatives of the Association, other than the E.E.A. members, shall obtain permission from the building principal when entering the school to conduct business of any kind with individual staff members in the building during regular school hours.

## **13.0 GRIEVANCE/JUST CAUSE**

**13.1** The term "Association representative" shall mean any building representative or other E.E.A. member designated by the E.E.A. President, the TriWauk Director, WEAC-NEA staff and/or legal counsel.

The Board shall deal with all teachers through the following channels of communication with respect to interpretation, meaning or application of any of the provisions of this agreement. The term "days", when used in this article, shall mean days when school is in session.

The Association shall notify the administration twenty-four (24) hours in advance of the first grievance step when representatives other than E.E.A. members will be present. This time limit may be waived by mutual consent. No advance notification shall be necessary when grievances are processed to the Superintendent's level or beyond.

A. Before a grievance is filed, the grievant and the Building representatives, if the grievant desires to have them participate, shall meet with the building principal to establish the facts of the case. This should take place within ten (10) days after the grievant knows, or should have known, the occurrence giving rise to the grievance. Each shall present his/her interpretation of the contract provision(s) in question and discuss the differences. If such differences cannot be resolved, then the grievant may proceed with Step B.

B. If the problem is not resolved within five (5) days, to the satisfaction of the grievant, after the principal's response, the grievant shall reduce the grievance to writing, identifying the specific concern as it applies to this agreement. Copies shall be forwarded to the principal, Superintendent or the Assistant Superintendent, Human Resources and the E.E.A. building representative.

C. Within five (5) days of receipt, the Superintendent or Assistant Superintendent, Human Resources, the principal and the grievant, and the E.E.A.'s representative shall meet to attempt to resolve the issue. Each side shall present its interpretation of the contract provision(s) in question and discuss the differences. The Superintendent or his assistant shall give his answer in writing within five (5) days of this meeting.

D. If the Superintendent's answer is not satisfactory, the grievant may, within fifteen (15) days, submit the matter in writing to the Board of Education for its information.

E. If a satisfactory settlement is not reached in Step C, the association may within ten (10) days notify the Superintendent or the Assistant Superintendent, Human Resources in writing that it intends to process the grievance to arbitration.

F. Within ten (10) days after receipt of written request for arbitration, the Superintendent or Assistant Superintendent, Human Resources and the Association shall attempt to mutually select an arbitrator. If agreement on the selection of an arbitrator cannot be reached within such time, the request for arbitration shall be forwarded to the Wisconsin Employment Relations Commission for a list of five (5) names of arbitrators. The parties shall alternately strike names from this list until a sole arbitrator remains, and this person shall be the arbitrator. The Association shall make the initial strike.

G. The arbitrator shall be limited to determining the meaning and application of this agreement and shall not have authority to modify, change or add to any of the terms of this agreement. The decision of the arbitrator, when within the scope of this authority under this Agreement, shall be final and binding upon the parties.

H. The expenses of arbitration shall be shared equally by the parties, but each party shall bear its own expenses of preparation and presentation of its case to the arbitrator. If a transcript is prepared by a reporter, the parties shall share the costs equally.

I. Unless the specified time limits are extended by mutual consent, any grievance not processed within such limits shall be considered resolved in favor of the last party complying with said limits. Failure to file a grievance in a similar situation shall not be considered a bar to a grievance filed upon subsequent recurrence of such conduct or situation.

J. The grievant may at all levels of communication request and be granted the assistance of other teachers in the solution of the problem.

K. Nothing contained herein shall limit the right of any teacher from adjusting grievances (through Step C) without the intervention of the E.E.A., provided the adjustment is not inconsistent with the terms of the agreement, and the E.E.A. has had an opportunity to be present at any proceeding at the level of the Superintendent or the Assistant Superintendent, Human Resources.

L. If a grievance affects all teachers or a group of teachers representing more than one building, the grievance may be submitted in writing at the level of the Superintendent.

M. Grievants and the parties shall use the grievance and answer forms agreed to herein and incorporated by reference as a part of this Agreement.

### **13.2 Just Cause**

No teacher shall be disciplined in a manner resulting in financial loss, discharged, suspended, or non-renewed after three years of continuous employment by the District, without just cause, except for the purpose of reduction in staff (lay-off). The District may waive the third year evaluation and third year probationary status (9.16 paragraph 2).

Grievances in such cases shall be commenced at Step C and must be filed in writing with the Superintendent within five (5) days of the imposition of the disciplinary discharge or suspension.

In the case of non-renewal, notice will be given and hearings or conferences will be held as may be required by law.

After the grievance procedure has been exhausted, both the teacher and the District may exercise all rights and defenses available at law.

### **13.3 Notice to Association**

A copy of any notice given a teacher regarding suspension, dismissal, non-renewal, or discipline in a manner resulting in financial loss shall be forwarded to the Association. Such notification may be withheld from the Association only at the expressed written request of the teacher involved. Such request will become a part of the teacher's file.

## **14.0 MISCELLANEOUS**

### **14.1 Policy Manual**

A copy of the Board's Policy Manual, including the appendices, will be kept in the office of the principal, and a second copy will be maintained in the Professional Library at each school.

### **14.2 Maintenance Activities**

The District desires to eliminate the performance of maintenance activities during school hours such as roof tarring, lawn mowing outside of classroom windows and painting of classrooms. However, when such work must be performed during school hours, the building principal will provide advance notice to the staff and attempt to make reasonable accommodations to alleviate any inconvenience or disruption.

The building principal will also notify the staff in any building where a potential health hazard has been identified and will inform the staff of the steps being taken to rectify the hazard, including the movement of staff and students when appropriate.

**14.3 School Centered Decision-Making**

The parties have agreed to follow the site based decision making concepts embodied in the side letter of agreement entered into during the 1990 negotiations.

**15.0 PROVISIONS CONTRARY TO LAW**

**15.1 Savings Clause**

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

**16.0 DURATION OF AGREEMENT**

This Agreement shall be binding and in full force and effect commencing on July 1, 2003 and shall continue and remain in full force until June 30, 2005.

This Agreement is made and entered into at Brookfield, Wisconsin this 8th DAY OF April, 2003.

ELMBROOK EDUCATION ASSOCIATION

BOARD OF EDUCATION

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
President

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Clerk