

8/31/96

MASTER AGREEMENT

Between

THE BOARD OF EDUCATION

AND

THE EAU CLAIRE EDUCATION ASSOCIATION
MICHIGAN EDUCATION ASSOCIATION
NATIONAL EDUCATION ASSOCIATION

Eau Claire Public Schools

Eau Claire Public Schools
Eau Claire, Michigan

9/1/93 - 8/31/96

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MASTER AGREEMENT

Between
THE BOARD OF EDUCATION
And
THE ECEA/MEA/NEA

This Agreement entered into this 1st day of September, 1993 by and between the Board of Education of the School District of Eau Claire, Michigan, hereinafter called the "Board", and the Eau Claire Education Association/ Michigan Education Association/National Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Eau Claire is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this AGREEMENT.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Act 336, Public Acts of 1947 as amended, for all certified personnel, including personnel on tenure, probation, classroom teachers employed or to be employed in the future by the Board, all special education teachers, guidance counselors and librarians.

B. Such representation shall exclude Superintendent, Principals and any other personnel engaged 50% or more of the time in supervision of professional personnel except that teachers who have dual teaching and administrative responsibilities shall be represented by the Association in all matters that relate to their teaching duties. Representation shall also exclude all office, clerical, custodial, transportation, and cafeteria personnel, and teacher aides, and substitute teachers who have not accumulated 120 days of employment in a school year, and teachers in the Adult Education and summer and evening Migrant Education programs.

C. The term "teacher", when used hereinafter in this Agreement, shall refer to all professional or certified employees represented by the Association in the bargaining or negotiating unit as above defined.

D. The term "Board" when used hereinafter in this Agreement shall refer to the Board of Education of the Eau Claire Public Schools and, where appropriate, to its superintendent and administrative employees.

ARTICLE II

SCHOOL BOARD RIGHTS

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board following prior discussion with the Association. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing and the right to establish, modify or change any work or business hours or days but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge teachers, transfer teachers, assign work to teachers (if outside the teacher's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off teachers.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods,

schedules and standards of operation, the means, methods, and processes of carrying on the work or changes therein, and the institution of new and/or improved methods or changes therein.

5. Adopt rules and regulations.
6. Determine the qualifications of teachers.
7. Determine physical conditions required for the teaching assignment. If it is necessary to evaluate said physical condition of a teacher, the Board shall seek appropriate medical opinions.
8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities. The Board agrees that in all of the foregoing changes it will first discuss with the Association such changes and the educational implications of said changes.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.
11. Determine the policy affecting the selection and training of employees, providing that such selection shall be based upon

lawful criteria.

The exercise of the foregoing powers, rights, authority duties and responsibilities of the Board, 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 and intentions of this Agreement and then only to the extent such specific and express terms and intentions hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE III

ASSOCIATION RIGHTS

A. The Association shall have the right to use school buildings and facilities other than during regular school hours for meetings, conferences, and other functions connected with the activities of the Association upon approval of the building principal, or superintendent in absence of the principal.

B. The Board agrees to furnish to the Association, in response to requests, all available public information.

C. The Association shall have three (3) representatives on the policy advisory committee (PAC) as established by the Board.

D. The Association shall have membership on the school calendar committee and the school handbook committee. Because the school calendar is a negotiable item, final approval of the school calendar committee's recommended calendar shall be subject to a ratification vote by the Association and the Board.

E. The Association is herein guaranteed to have the first place for new business on the agenda for each regular school board meeting provided:

1. That the Association business has been submitted to the Superintendent or his/her designee by no later than Wednesday noon preceding the regular board meeting.
2. That the above indicated items of business appear on the agenda of that board meeting as Association business and not as business relative to any specific teacher or to any specific Association member.

F. The Association shall have the right to use inter-building mail distribution procedures.

ARTICLE IV

ASSIGNMENT, VACANCY AND TRANSFER

A. The Superintendent of Schools has the sole right to assign teachers to positions for which they are certified and qualified. For purposes of assignment, certified is defined as holding a valid Michigan Teaching Certificate in the designated subject areas or grade levels of the assignment and qualified is defined as meeting all of the applicable academic requirements for the position as follows:

1. For positions and grades 7-12 the teacher must possess a major, minor or appropriate hours of academic training and meet the requirements for compliance with the accreditation standards of the North Central Association of Colleges and Schools for the position to be taught.

2. For positions at the elementary levels, the teacher must possess an elementary certification, except for positions in special teaching areas such as music, art and physical education for which the teacher must possess specific certification in the subject to be taught and meet the requirements of any federally funded or state aid program.

3. For any position which requires practical skills such as typing, shorthand, carpentry, musical instruments, or computers, a teacher must possess such skills to be considered qualified for the position.

B. Written notification of assignments shall be provided by the Superintendent to all teachers as follows:

1. Tenured teachers shall receive written notice of their assignments a minimum of twenty-one (21) calendar days prior to the start of their assignments. However, in the event a

teacher resigns after August 1, the Superintendent may change tenured teachers assignments without adherence to the aforementioned time limits.

2. Probationary teachers shall receive notice of their assignments a minimum of thirty-five (35) calendar days prior to the start of their assignments. However, in the event a teacher resigns after July 15, the Superintendent may change probationary teacher assignments without adherence to the aforementioned time limits.

C. A position is defined as a designated assignment of grade level and/or subject area(s) to be taught. A vacancy is defined as a position which is unoccupied and is to be filled when all teachers otherwise employed by the school district are assigned to other positions or are awaiting recall and not certified and qualified to fill the unoccupied position. Whenever a vacancy develops and such vacancy is to be filled, the Superintendent or his/her designee shall post notice of the vacancy on bulletin boards in the administrative offices and in the teacher lounges in each school building for not less than five (5) school days before the position is filled. Copies of such postings shall also be sent to the Association president. If the vacancy to be filled develops during the summer recess, copies of such postings shall be mailed to the Association president and the posting time shall be increased to ten (10) calendar days before the position is filled.

D. In the event that two or more applicants of like qualification, including teachers requesting transfers, apply for the same vacancy the Superintendent will consider relevant factors as presented by the

applicant to arrive at a decision in filling the vacancy.

E. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without serious disruption to the existing instructional program. If such a potential does exist, as determined by the Superintendent, said vacancies may be filled on a temporary basis until the end of the school year at which time the positions will be considered vacant and shall then be posted.

ARTICLE V

REDUCTION OF STAFF

A. In the event of a reduction in teaching staff, the Board shall retain tenured teachers with the greatest seniority provided they are certified and qualified to teach the available positions. In order to avoid layoffs, all teachers will be assigned to any available teaching positions based upon their qualifications/certification by the Superintendent of Schools. No teacher layoff shall occur until all possible staff assignment combinations have been explored. Certified is defined as holding a valid certification from the Michigan Department of Education in the designated subjects and grade levels. Qualified is defined as:

1. For positions and grades 7-12 the teacher must possess a major, minor or appropriate hours of academic training and meet the requirements for compliance with the accreditation standards of North Central Association of Colleges and Schools for the position being taught. For any position which requires practical skills such as typing, shorthand, carpentry, musical instruments, or computers, a teacher must possess such skills to be considered qualified for the position.

2. For positions at the elementary levels: possessing elementary certification, except for positions in special teaching areas such as art, physical education, vocal music, and instrumental music, for which the teacher must possess specific certification in the subject to be taught and meet the requirements of any federally funded or state aid program.

B. When two or more teachers are equal in the above criteria, the teachers shall be given preference in rank order according to:

1. Full-time equivalent teaching experience in the Eau Claire School District.

2. Advanced academic degrees related to the subject area to be taught.

3. Other advanced degrees.

4. Total semester hours of academic preparation in the subject area to be taught.

5. Verifiable teaching experience in other educational institutions on file with the Eau Claire School District.

C. Tenured teachers on layoff shall be recalled in order of seniority to the next available position for which they are certified and qualified as defined in Section A above. Recall of probationary teachers to the next available position for which they are certified and qualified is limited to a period not to exceed two years from the date of layoff. Teachers who are notified of recall by certified mail, return receipt requested/addressee only, who fail to respond within five (5) days of the receipt of the notice, or who fail to report for duty within fifteen (15) days of receipt of the notice sent to the last known address, shall be deemed to have abandoned employment with the school district and may be removed from the recall list following attempts to determine a forwarding address.

D. Any reduction of staff shall be based on the traditional six period schedule of 1992-93 school year.

E. Recall rights of teachers on layoff shall terminate three (3) years from date of layoff if:

- (1) teacher has not been recalled to a position for which they are certified and qualified (see ARTICLE IV) and which offers the same length of contract day; or
- (2) teacher is recalled to a position, as in E-1 above, and teacher refuses to return from layoff.

ARTICLE VI

TEACHING CONDITIONS

A-1. The regular professional teaching day shall be $7\frac{1}{2}$ hours in length except on Fridays and days before holidays when the teaching day shall be 7 hours in length. The reporting time and dismissal times for teachers shall be determined by the Administration. Teachers shall report to their assigned buildings no later than 15 minutes prior to the start of the first period of the student's school day, and will be in their classrooms and/or their assigned buildings for at least 15 minutes after the close of the student's school day to attend to those matters which properly require attention at the time, including faculty meetings, consultations with parents, conferences and meetings with the Administration, or to other matters as directed by the Administration.

A-2. For parent conferences, if evening sessions are scheduled, teachers shall receive hour-for-hour compensatory time off.

A-3. At least one day at the end of each semester and one half day at the end of the first and third marking periods shall be provided to

teachers for completion of teachers' records and student evaluations. Students shall be excused from attendance on these days.

A-4. Teacher Orientation Days and Record Days shall begin at 8:00 A.M. and end at 3:30 P.M. (on Fridays 3:00) with a one hour of released time for lunch.

B-1. The normal weekly teaching load for Junior/Senior High School/Elementary School teachers will not exceed 25 hours of formal pupil instruction/supervision per week. For High School/Middle School teachers this means 30 teaching periods per week. Counselors and librarians shall be provided with relief and/or preparation time the same as other teachers. Assignment to a supervised study hall period or recess/lunch room supervision shall be considered formal pupil instruction/supervision for purposes of this Article.

B-2. Whenever possible the normal weekly teaching load in the junior senior high school shall not include more than three (3) subject preparations per semester for any one teacher. No teachers shall be assigned more than 3 subject preparations per semester without his/her prior notification of assignment. Teachers shall not be assigned more than four subject preparations per semester without additional compensation of \$500.00 per additional preparation per semester.

B-3. Teachers who do not teach at least 6 periods per day in the junior/senior high school will not be entitled to a paid preparation period.

B-4. Teachers assigned to more than one building must teach at least 22½ hours per week to be eligible for a preparation period.

B-5. Any teacher who is absent from class due to tardiness, leaving early, or scheduled to attend a meeting not approved in advance by administration (for reasons other than school assigned duties) and

whose absence requires the assignment of another teacher to cover that class shall be responsible for the remuneration (via payroll deduct) to the substitute teacher at the rate of \$17.50 per clock hour pro-rated for the time involved. Teachers are not to schedule a substitute teacher themselves unless such action is approved by administration. Teachers are not to schedule a substitute outside of the school day. Additionally, unless it is an emergency, administration is to pre-arrange any meetings with a parent and a teacher before such a meeting is scheduled during a teacher's regularly scheduled class period of instruction.

B-6. If a teacher is assigned to cover or monitor another teacher's class during what would normally be the assigned teacher's preparation period, said assigned teacher shall be paid additional wages at the rate of \$17.50 per clock hour prorated for the time involved.

B-7. If any teacher shall teach more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation at one and one-half ($1\frac{1}{2}$) times his/her hourly rate for each teaching period in excess of said normal teaching load.

B-8. The seven period day shall be developed cooperatively by teachers, administrators, and counselors, and will be reviewed and evaluated at the end of the 1993-94 school year and make recommendations for the 1994-95 school year. If the mutually agreed upon recommendation for 1994-95 school year is to return to the six period day, then the contract language referring to the seven period day will revert to the language of the six period day of the previous contract.

C. To relieve teachers of non-professional responsibilities the Board agrees to employ one aide, each, in the elementary and junior-senior high school buildings. The aides shall perform clerical activities as assigned by teachers to include, but not limited to, operating copying equipment, constructing A-V materials and typing teacher materials.

Aides shall also handle noon period duties as assigned by the Administration. With the exception of noon period, the aides shall be responsible first to the teachers and secondly to administration.

D. All teachers shall be entitled to a duty-free, uninterrupted lunch period. In each separate building any lunch periods shall be of equal length for teachers in that building. Any change in this policy shall be with the consent of teachers involved.

E. Any teacher engaged during the school day in Master Agreement negotiations on behalf of the Association with any representatives of the Board shall forfeit his/her teaching salary for that portion of the school day.

F. Telephone facilities shall be made available to teachers for their reasonable use at all times. Each building will have at least one line for teacher use.

G. Teachers will remain on the assigned school premises during the entire school day, including the preparation period except by permission of the Building Principal or by his/her designated representative. A teacher's duty-free lunch period is excepted from this provision.

H. A teacher shall at all times be entitled to have present a member of the Association when he/she is being formally reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until the member of the Association is present. This Section shall not be interpreted to interfere with the responsibility of supervisors to provide constructive criticism for improvement of instruction.

I. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

J-1. If school is closed due to weather, fire, epidemics, mechanical or electrical failures, health conditions, or other events not within the control of school authorities, teachers shall not be required to report for work.

J-2. School day(s) lost due to any of the above conditions which are required by State authorities to be made up to avoid loss of State Aid shall be rescheduled at the end of the regular school year. Teachers shall be notified promptly of such intent to reschedule day(s) lost. Any such rescheduled day(s) shall be at no additional salary expense to the Board.

J-3. The parties agree that before school is closed due to adverse snow or ice conditions consideration shall be given to a delayed or late start for each day in question.

J-4. If school is closed after teachers have reported for work, teachers shall be dismissed along with the students.

K-1. All teachers following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment, whichever comes later, shall as a condition of employment have deducted from their pay monthly either:

- a. Membership dues of the ECEA/MEA/NEA, or
- b. Representation service fees equal to the amount of the local association dues uniformly required from members of the local association. Payment of said representation service fee does not construe ECEA/MEA/NEA membership, does

not provide ECEA/MEA/NEA voting rights, and does not afford liability protections available thru MEA/NEA programs.

K-2. The Association shall certify to the Board at the beginning of each school year the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board at the beginning of each school year the amount of the monthly representation service fee to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that when a teacher objects to the proper amount of such deduction, the deduction as certified by the Association shall be placed in an escrow account by the Board until a determination of the proper amount of the deduction has been adjudicated in the proper administrative and/or judicial forums.

K-3. The Association agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, damages, awards, judgements or other forms of liability including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Section or because of clerical error in the administration thereof. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Section.

ARTICLE VII
PROTECTION OF TEACHERS

A. The Board recognizes that teachers are professionals and shall give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. A teacher may recommend exclusion of a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable and a detriment to learning for the other students. In such cases, the teacher shall furnish full written particulars of the incident, as soon as his/her teaching obligations permit, to his/her building principal.

B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. However, a teacher may use reasonable necessary force to protect himself/herself from attack, or to prevent injury to another student.

C. The procedure for suspension of students from school shall be distributed from the administration to students, teachers, and parents each year.

D. Any case of assault upon a teacher shall be reported promptly to the Board or to its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault, and shall render all reasonable

assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities providing that the teacher has acted within the scope of Board Policy and this Agreement.

E. If any formal legal action is taken against a teacher resulting from a teacher's performance within the scope of his/her employment, and such performance is not contrary to or in violation of Board Policy, rules, or regulations, directives issued by the administration or the terms of this Agreement, the Board shall provide said teacher with legal defense against any such formal legal action.

F. In the event a teacher is required to miss school to meet with legal counsel or law enforcement or judicial authorities, the time lost by the teacher shall not be charged against the teacher provided the teacher has acted within the scope of Board policy and this Agreement.

G. The Board, at the superintendent's discretion, will reimburse teachers for losses to personal property incurred by teachers while on duty or at school related functions provided said losses were not due to teacher negligence. The Board will not be responsible for any reimbursement covered by personal or homeowner's insurance. The Board, through the superintendent's discretion, will reimburse up to a maximum of \$250.00

H. No action shall be taken upon any formal complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is first reported in writing to the teacher concerned.

I. Each teacher shall have the right, upon his/her request, to

review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany said teacher in this review. No material may be placed in a teacher's personnel file without first allowing said teacher an opportunity to submit a written response thereto. Said written response, if made, shall be placed in said teacher's personnel file.

ARTICLE VIII
TEACHER EVALUATION

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed upon in an effort to accomplish these goals.

A. The performance of all teachers shall be evaluated in writing.

1. Evaluation of Probationary Teachers

Classroom observation of probationary teachers shall be conducted openly and with full knowledge of the teacher for a period of time not less than thirty (30) consecutive minutes. Probationary Teacher Evaluations shall include, in addition to events and conditions present in and during the classroom observation, information that reflects a teacher's overall professional profile, and may include factors and/or conditions not recorded or recognized during a classroom

observation.

2. Evaluation of Tenure Teachers

Tenure Teacher Evaluations may or may not include a classroom observation at the discretion of the administration. If a classroom observation is opted for by the administration, said observation shall be conducted openly and with full knowledge of the teacher for a period of time not less than thirty (30) consecutive minutes. Tenure Teacher Evaluations shall include information intended to reflect a tenure teacher's overall professional profile.

Tenure Teacher Evaluations that include a classroom observation shall not be limited to events during that time, but may include factors and/or conditions not recorded or recognized during said classroom observation.

3. Tenure and Probationary Evaluations may appropriately include information previously made known to and/or discussed with said teacher. Copies of evaluations shall be submitted to the teacher at the time of personal interview, which shall be held within ten (10) school days of the evaluation. The teacher will sign the evaluation indicating full knowledge of its contents and will within five (5) school days return two signed copies to the administration; one copy to be retained by the evaluating administrator and one copy to be placed into the teacher's personal file. The third copy is to

be retained by the teacher. In the event that a teacher feels his/her evaluation is incomplete, inaccurate or unjust, the said teacher may put his/her objections into writing and have them attached to said evaluation.

B-1. All teacher evaluations shall be conducted by Building Principals, Assistant Principals and/or other full-time administrators. The Board may retain outside qualified evaluators when it is believed the teacher would benefit from such assistance. Evaluations for Probationary teachers shall be conducted at least twice each year. One evaluation shall be conducted during the first semester, but no later than December 15, and the other during the second semester, but no later than March 15. Evaluations for Tenure teachers shall be conducted at least once each year and prior to March 15.

B-2. In the event that any teacher wishes to have one additional evaluation conducted, this additional evaluation may be requested by the teacher under the following conditions: 1) that the evaluation in question rated the teacher overall as "unacceptable" and 2) that such request be made known to the building principal within 5 days after the teacher received his/her copy of the evaluation. If the above conditions do exist, and a request for an additional evaluation is made by the teacher, that evaluation is to take place within 5 working days following the request.

C. Copies of all teacher evaluations will be kept in the Superintendent's Office.

ARTICLE IX

PAID LEAVE

A-1. Probationary teachers shall be entitled to nine (9) days of PAID leave, in addition to any leave days accumulated from said teacher's previous year(s), to be credited at the start of his/her school year. Absences in excess of accumulated and credited leave shall be deducted from said probationary teacher's salary. PAID leave days not used shall carry over and shall be added to the following year leave allotment.

A-2. Tenure teachers shall be entitled to twelve (12) days of PAID leave, in addition to any leave days accumulated from previous years in the Eau Claire system, to be credited to him/her at the start of the school year. Absences in excess of accumulated and credited leave shall be deducted from said tenure teacher's salary.

A-3. PAID leave for teachers shall accumulate without limit. Each returning teacher shall be given written notification at the beginning of the school year of the number of PAID leave days which he/she has accumulated.

A-4. PAID leave days are for use as protection against loss of income because of absences due to:

- a) personal illness
- b) personal health care
- c) family illness
- d) family health care
- e) maternity/adoption/child care
- f) funeral/bereavement

Limits to the use of PAID leave shall include: 6-8 weeks for maternity or adoption, 2 weeks for child care associated with maternity or adoption, and 5 days for funerals or bereavement. All indicated use limits may be extended by the Superintendent or his/her designee upon written request.

A-5. Twenty-four (24) hours written notice to the Building Principal shall be required concerning requests for PAID LEAVE for reasons other than those mentioned in A-4. PAID leave shall be granted by the building principal based on the availability of substitutes. The principal will notify the person requesting paid leave within twenty-four (24) hours whether the request has been denied. PAID leave may not be used consecutively on scheduled school days, except by the approval of the superintendent. To apply for the use of PAID leave on consecutive school days, the request must be made in writing to the superintendent forty-eight (48) hours prior to the requested leave. The superintendent has the sole authority to grant consecutive PAID days.

A-6. Any tenured teacher employed by the Board, upon leaving the employment of the Eau Claire Public Schools, shall receive, as additional gross earnings, a sum of money equal to the total number of the teacher's accumulated and unused PAID LEAVE days times one-half of the in-force substitute teacher pay rate. This additional sum shall be subject to taxes and other deductions as normally affect earnings. This payment may be included in the remaining pays for that teacher.

B. Up to two (2) days of PAID leave may be used for any reason without disclosure of said reason.

C. PAID LEAVE may not be used on days immediately before or after vacations, legal holidays, record days or teacher work days except in the event of sudden emergency or by superintendent approval. Teachers absent during indicated non-use days may be asked to provide documentation of reasons, and may suffer loss of wages for said absences.

D. Partial days of PAID LEAVE up to two (2) hours may be used/granted with the approval of the building administrator if scheduled in advance.

E. After an absence due to illness, the teacher may be required to have a clearance certificate signed by a physician stating the teacher is able to return to work.

F. The Board of Education may, at its discretion, require any teacher to submit to physical and/or psychiatric examination by a physician designated and paid for by the Board of Education. If the teacher desires his/her own physician, he/she shall pay the cost. A teacher using his/her own physician must agree to allow a consulting physician designated by the Board to review his/her medical records and consult with the attending physician about his/her condition. Statements made by the physicians will be considered by the Board of Education as evidence in determining the teacher's fitness to continue his/her employment. In cases where the teacher's attendance record shows recurring absences which appear to be the result of a chronic illness, the Board may require the teacher to verify the condition and visit his/her doctor for treatment at stated intervals.

G. In the event that any teacher shall have exhausted his/her PAID LEAVE under the provisions of this Article for reasons of extended

illness and/or disability, said teacher shall be placed on a leave of absence without pay for such time as is necessary for his/her complete recovery not to exceed one year, unless extended by the Board. Upon return from leave, said teacher shall be assigned to the same position when available, or to a substantially equivalent position when available.

H. Disability and/or illness related to pregnancy will be treated as any other disability and/or illness.

I. In cases where the teacher is eligible to receive worker compensation paid benefits, PAID LEAVE may be used to supplement the compensation benefit received such that the total amount paid to a teacher will equal but not exceed the regular salary for the period of absence, provided such use does not result in reduction of the worker's compensation benefit.

J-1. Professional Development leave, not chargeable against the teacher's PAID LEAVE accounts, may be granted for developmental meetings, conventions, conferences, clinics or seminars by prior approval from the Superintendent or his/her designee.

J-2. Any teacher so approved to attend said Professional Development activities may be reimbursed for reasonable expense of travel, meals, lodging, and registration fees. Also, the Board shall provide the substitute teacher needed to relieve the participating teacher.

Participating teachers may be required to submit a written or oral report regarding each Professional Development activity. As a further condition to attending such Professional Development activities at board expense, the teacher agrees he/she shall teach in the Eau Claire Public Schools for one school year after completion of the training.

If said teacher voluntarily leaves the Eau Claire Public School District at any time prior to the full year from time of training, the teacher will reimburse the district any costs incurred to the district over one hundred fifty (\$150.00) dollars. Teachers required by the district to attend Professional Development activities will be exempt from the reimbursement costs.

ARTICLE X

UNPAID LEAVES OF ABSENCE

A. To the extent required by the provisions of the federal Family Medical Leave Act (FMLA), an eligible teacher shall be granted leave for the purposes and subject to the terms and conditions as provided by that law in all respects.

B. Teachers may submit requests for leaves of absence without pay to the Board for consideration. The requests shall be in writing on the application provided by the Board and contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the Superintendent for his/her recommendation to the Board. The Board shall consider the request and provide an answer granting or denying the leave of absence as requested. The Board may indicate an alternative arrangement for leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application. Upon the return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled for the next school year at the effective date of the leave.

C. The Board shall grant an unpaid leave of absence following the request by a teacher for such a leave according to the reasons and under the conditions as follows:

1. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all paid leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year. Upon written request, the Board, at its discretion, may grant an extension of one (1) additional year's leave. Upon return from such leave the teacher shall be placed at the position on the salary schedule to which he/she was entitled for the next school year at the effective date of the leave.
2. A military leave of absence shall be granted to any teacher who shall be inducted. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period. Rights granted under this Section will terminate upon any voluntary extension of such military service.
3. A leave of absence shall be granted to any teacher upon application for the purpose of parental care of his/her newborn or newly adopted child per Family Medical Leave Act. Upon return from such leave the teacher shall be placed at the position on the salary schedule to which he/she was entitled for the next school year at the effective date of the leave.

D. All leaves shall be subject to the following conditions:

1. All leaves of absence shall not be extended, unless expressly approved by the Board of Education.

2. Upon return from leave the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled for the next school year at the effective date of the leave, unless otherwise specified by the terms of this Article.
3. Except in emergencies which preclude such notice, the Board shall be provided notice of request for leave thirty (30) days in advance.
4. All leaves shall be for the remainder of the school year and/or a full school year unless otherwise expressly approved by the Board of Education or specified by the terms of this Article or Family Leave Act. Return from leaves specified in Section B of this Article shall be at the beginning of the school year immediately following expiration of the leave period.
5. A teacher who desires return from an unpaid leave, upon expiration of his/her leave shall be considered as an applicant for any vacancy for which he/she is certified and qualified. The teacher will be returned to a vacancy ahead of any less senior teacher available for recall from layoff. A teacher will be returned to a vacancy for which he/she is certified and qualified provided the return does not result in the layoff of a tenured teacher who has been actively employed the previous school year. Refusal of a position that is not equivalent in time to a position previously held shall not effect a teacher's recall rights under this leave.

ARTICLE XI

SUPERVISION OF STUDENT TEACHING

- A. Qualified teachers shall be encouraged to participate in the student teaching program. A teacher shall be qualified if he/she holds a Bachelors Degree and has completed two full years of teaching with at least one full year completed in the Eau Claire System. Also, a teacher shall be qualified if he/she holds a Masters Degree or its equivalent, has completed at least one full year of teaching and is in at least his/her second semester of teaching in the Eau Claire system.
- B. A supervising teacher may have only one student teacher per school year.
- C. No student teacher shall be assigned to a supervising teacher without the prior written consent of both the supervising teacher and the building principal.
- D. All qualified teachers participating in the student teacher program shall be encouraged to take a course in Supervision of Student Teaching from any accredited college or university.
- E. All monies paid to the Eau Claire Public Schools by colleges or universities for supervision of their student teachers in the Eau Claire system shall be forwarded promptly to the supervising teachers responsible for said student teachers.
- F. Any deviations from the guidelines herein established shall require prior written consent by the Board and by an involved teacher.

ARTICLE XII

IN-SERVICE PROFESSIONAL EDUCATION

A. A district-wide in-service committee composed of teacher representatives as selected by the Association and Administration representatives shall be responsible for determining needs, goals and directions for the district's in-service training programs.

The committee shall make its recommendations concerning in-service training to the Superintendent and to the Board. The programs shall be implemented based upon Administrative directives. The Board shall assume all reasonable costs for in-service programs.

B. On In-Service Days the teachers' day shall end no earlier than the pupils regular school day, and no later than 3:30 P.M.

C. In the event that the in-service activities continue beyond the above stated time, teachers shall receive either hour-for-hour compensatory time off or be paid at the rate of \$25.00 per prorated clock hour.

ARTICLE XIII

LEAST RESTRICTIVE ENVIRONMENT

In order to assist special needs students that have an IEPC in making a successful transition from placement in special education classes only to both regular and special education classes pursuant to placement recommendations made by an Individualized Educational Planning Committee, the following transition Guidelines will be followed:

- A. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. Each of the teacher(s) into whose classroom(s) a student has been recommended for placement shall be invited to serve on the IEPC for that student.
- B. When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration, provided, however, that no teacher shall be required to administer prescription drugs or to undertake certain procedures such as suctioning, catheterization or the like.
- C. The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student.
- D. All voting members of an IEP Committee shall have the right to reconvene the Committee by first contacting the district's Special Education Coordinator for the purpose of reviewing and recommending revisions of the current Individualized Education program if deemed appropriate, in accordance with procedures set forth in Michigan Special Education Rules.

ARTICLE XIV

PROFESSIONAL COMPENSATION AND FRINGE BENEFITS

A. The salaries of teachers covered by this Agreement are set forth in the salary schedule which are attached to and incorporated in this Agreement. Refer to SALARY SCHEDULE located in the Addenda of this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. The salary schedule is based upon a normal weekly teaching load, as defined in Article VI, beginning the first day of orientation and concluding the last contract day. For extra work the teacher shall be compensated according to Article XV Extra-Duties, or in the absence of same, according to individual additional work agreements.

C. Teachers will be given full credit for time spent in the armed services teaching regular academic subjects in the capacity of counselor or instructor or teacher in an armed services school or academy provided the teacher applies for return within 90 days of discharge. Credit will not be allowed for time spent instructing in the arts and crafts of military combat or other non-academic subjects or endeavors.

D. A teacher who earns advanced credits which qualifies him/her for placement on a different salary schedule shall be placed on the new schedule at the beginning of the school year if the advanced credit was earned before September 1. If the credit was earned after September 1 and before February 1, the teacher shall receive additional compensation equal to one-half (1/2) of the difference between his/her existing step and the next higher step on the salary schedule for the remainder of the year.

E. Contracted salary amounts will be divided into twenty-one (21) or twenty-six (26) equal installments. Anyone who is on the 26 pay plan may collect the last six (6) payments on the completion of the school year.

F. Payroll deductions shall be available for the following:

1. Selected Insurance Options
2. Credit Union (bi-weekly).
3. Tax Sheltered Annuities (bi-weekly or monthly).
4. ECEA/MEA/NEA Dues (10 payments).
5. Local Education Association Representation Fee (10 payments)
6. United Way

G. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 30 of any year.

H. The salary schedule shall have 14 steps BA min to BA+15 max and 16 steps MA/BA + 45 minimum to MA/BA + 45 maximum. BA + 45 is defined as a BA with 45 hours of approved/assigned credit.

1. Approved credit are those classes approved by the Superintendent.
2. Assigned credit is work completed such as ITIP and given a credit hour equivalent by the Superintendent which would be credited to those teachers participating in such programs.

ARTICLE XV

INSURANCE

A. The Board shall provide without cost to full-time teachers, group life insurance, medical and hospitalization insurance, and designated options and MESSA-PAK.

PLAN A For Employees Needing Health Insurance

SUPER CARE 1 (with the MESSA Care Rider)

Long Term Disability	66-2/3%
	\$3,000 maximum
	90 calendar days - modified fill
	Freeze on Offsets
	Alcoholism/drug addiction 2 year
	Mental/nervous 2 year

Delta Dental	C 03 (50/50/50: \$1,000)
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Negotiated Life	\$10,000 AD&D
-----------------	---------------

Vision	VSP-3
--------	-------

PLAN B For Employees Not Needing Health Insurance

Delta Dental	C 03 (50/50/50: \$1,000)
--------------	--------------------------

Vision	VSP-3
--------	-------

Negotiated Life	\$10,000 AD&D
-----------------	---------------

Long Term Disability	66-2/3%
----------------------	---------

Same as above

Annuity	\$30.00
---------	---------

B. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve month period commencing September 1st for new teachers and October 1st for returning teachers and ending September 30th of the following year as long as the teacher has completed a full year contract or at the end of the teacher's last month of employment. 35)

ARTICLE XVI

EXTRA-DUTIES

A. The extra-duty schedule herein represents those positions that have been officially approved by the Board of Education. Any additional provisions will be subject to approval by the Board. The Board will consider the need for the position, the adequacy of funds, and the recommendations of the administration in arriving at its decision. Positions can be temporarily established by the Superintendent subject to approval by the Board at its next official meeting.

B. Upon appointment to an extra-duty position, the teacher shall continue in that position unless he/she is notified within ninety (90) calendar days of the end of their sport season that he/she is not to be retained. Teachers not retained in their current extra-duty position for the next school year shall be provided a complete explanation. Failure to notify the teacher involved within the said ninety (90) days shall result in the teacher being retained in that position unless he/she resigns.

C. Vacancies for extra duty positions shall be posted for a minimum of ten (10) calendar days before an appointment is made.

D. Consideration shall be given for appointment of teachers employed with the Eau Claire Public Schools prior to appointment of other persons to the extra-duty positions. However, the Board of Education reserves the right to appoint the person it determines is best qualified for the position. Persons who are not teachers employed by the Eau Claire Public Schools may be appointed to extra-duty positions

with the Eau Claire Public Schools prior to appointment of other persons to the extra-duty positions. However, the Board of Education reserves the right to appoint the person it determines is best qualified for the position. Persons who are not teachers employed by the Eau Claire Public Schools may be appointed to extra-duty positions

E. Assignment to and release from extra-duty positions shall not be grievable except as provided for by the guidelines in this Article.

F. Payment for assigned extra-duty responsibilities shall follow the conclusion of the season, the completion of the activity, or the submission and approval of time sheets. For those activities which are of full-year duration and sports related, payment shall be made in one-third increments to coincide with the completion of the fall, winter and spring sport seasons. Stipends of full year duration, not related to sports, will be paid at the end of the school year after meeting the job description requirements.

G. A teacher shall be provided a free pass to all school sponsored extra-curricular activities. The pass is good for said teacher and a guest.

H. Approved Positions for Stipend Amounts:

	<u>93-94</u>
Band Director	\$2523
**The Band Director's stipend may be paid over his/her salary payment schedule	
National Honor Society Director	\$ 253
Annual Director	\$ 545
Student Senate Coordinator High School	\$ 601
Student Senate Coordinator Junior High	\$. 219
Senior Class Sponsors (2)	\$284 each
Junior Class Sponsors (2)	\$319 each
Sophomore Class sponsors (2)	\$199 each

Freshman Class sponsors (2)	\$ 199 each
Quiz Bowl Sponsor	\$ 316
Cloverleaf Spelling Contest Sponsor	\$ 237
Junior High Math Competition Sponsor	\$ 237
Elementary PE/Music Program - Per individual/ Per Event	\$ 237
High School Musical/Drama Production:	
Coordinator/Music Director	per event \$ 354
Drama Coach	per event 237
Art Director	per event 237
Costume Director	per event 237
High School Cheerleading Coach (per team, per sport season)	\$ 875
Junior High School Cheerleading Coach (per team, per sport season)	\$ 526
K-6 Curriculum Council Member	
Math	\$ 562
Language Arts	\$ 562
Science	\$ 562
Social Studies	\$ 562
Specials	\$ 562
7-12 Curriculum Council Members	
Math	\$ 562
Language Arts	\$ 562
Science	\$ 562
Social Studies	\$ 562
Specials	\$ 562
K-12 Curriculum Council Members Vo-Tech	\$ 562
I.S.S. Supervisor	\$2651
Photographer H.S. Varsity (Basketball/Football/Volleyball (per event))	\$ 15
Science Olympiad (per squad per year) Elementary/Junior-Senior High School	\$ 316
H.S. Basketball Official Scorer/Football Statistician (Per night)	\$ 25

I. I.T.I.P. Teacher Coaching activities conducted outside the teacher's regular school day shall be paid at the rate of \$25.00 per prorated clock hour, or the individual teacher shall be provided compensatory time off.

J. Any teacher who agrees to give up his/her duty free lunch period or a part thereof to help supervise school activities such as lunchroom or noon detention shall be paid at the rate of \$17.50 per prorated clock hour.

K. Any additional assigned responsibilities before and/or after the regular school day shall be paid at the rate of \$17.50 per prorated clock hour. This payment shall apply to the following: P.T.A. representatives, curriculum committee activities, school district designated members to area and/or regional committees or any other activity which is approved by the Administration. In addition, any mileage incurred as a result of the responsibility shall be reimbursed at the current Board approved rate.

L. Approved positions receiving payment based upon the Extra Duty Payment Schedule.

- | | |
|-------------------|-------------------------|
| Football | - Head Coach |
| | - Varsity Assistant (2) |
| | - Junior Varsity (2) |
| | - Junior High (2) |
| Girls' Basketball | - Head Coach |
| | - Junior Varsity Coach |
| | - Junior High (2) |
| Golf | - Head Coach |
| Cross Country | - Head Coach |
| Boys' Basketball | - Head Coach |
| | - Junior Varsity Coach |
| | - Ninth Grade |
| | - Junior High (2) |
| Volleyball | - Head Coach |
| | - Junior Varsity Coach |
| | - Junior High (2) |

- | | |
|-----------|---|
| Wrestling | <ul style="list-style-type: none"> - Head Coach - Junior Varsity Coach - Junior High (1) |
| Baseball | <ul style="list-style-type: none"> - Head Coach - Junior Varsity Coach |
| Softball | <ul style="list-style-type: none"> - Head Coach - Junior Varsity Coach |
| Tennis | <ul style="list-style-type: none"> - Head Coach - Junior Varsity Coach |
| Track | <ul style="list-style-type: none"> - Head Coach - Junior Varsity Coach - Junior High (2) |

M. Extra Duty payment Schedule

The exact dollar amount to be paid shall be determined at the conclusion of each sport season by the Athletic Director and the Superintendent. Said individuals shall utilize the percentage factors included in the Extra Duty Schedule.

N. Extra Duty Payment Schedule Percentages

- | | |
|------------------------------------|-----------|
| 1. Length of season (weekly basis) | .4% |
| 2. Number of teams | |
| -Different levels responsible for | .4%/level |
| 3. Budget responsibilities | |
| 1. Below \$500 | .4% |
| 2. \$501 - \$1500 | 1.0% |
| 3. \$1501 or more | 2.0% |

4. Number of contests
 1. 10 or less .8%
 2. More than 10 1.6%
 3. Extended day activities .2% for over 6 hrs.
5. Revenue produced (Income)
 1. Less than \$500 .0%
 2. \$500 - \$1500 1.0%
 3. \$1501 - \$5000 2.0%
 4. \$5001 or more 4.0%
6. Number of participants coached
 1. 1 - 10 .7%
 2. 11 - 15 1.0%
 3. 16 - 25 1.4%
 4. 26 - 35 1.8%
 5. 36+ 2.2%
7. Experience Factor
 - Each year in program .2%

*See definition of factors for additional amount to be awarded for tournament competition.

0. Definition of Extra Duty Payment Schedule Percentage Factors

1. Length of season:

The length of season has been defined as that period of time beginning four (4) weeks before the first possible state scheduled contest and ending with district tournament competition or its equivalent.

Tournament play beyond the district level will be remunerated through the following formula:

<u># of Individuals Coached</u>	<u>Percent/Week</u>
1-3	.1%
4-7	.2%
8-11	.3%
12 or more	.4%

2. Number of teams:

All head coaches will be given credit for those teams in their sport which are under their control. All other coaches will receive credit for only those teams for which they have coaching responsibilities.

3. Budget responsibilities:

The head coach of each sport is responsible for their individual sport's total budget. They will be placed on the graduated scale in this factor according to the dollar amount budgeted for their sport for that school year.

4. Number of contests:

Each coach will receive credit for his/her team's total number of competition dates for scrimmages, games, meets, matches, and tournaments.

5. Revenue produced (Income):

History indicates sports which draw large crowds and generate large revenues make more demands on the head coaches in terms of their time, performance, and responsibilities. Therefore, the head coach in each sport will be placed on the corresponding graduated scale according to the total revenue his/her sport generates that school year.

6. Number of participants coached:

Each coach shall receive credit for the number of individuals he/she actually coaches.

7. Experience factor:

The experience factor of .2% shall be applied to all years of experience, including the current year, in the Eau Claire System.

Year-for-year experience may be granted to persons from outside the Eau Claire System at the discretion of the Administration.

8. Extended day activities:

Regular season competition events which involve more than 6 hours of time from the start of the event shall be compensated for at a rate of 2% per each such date. Extended day activities are for Saturday and/or non-school day scheduled contests and will be computed from the time the team leaves the school until it returns. Any coach who is required to chaperone a bus to Benton Harbor, shall be paid at the rate of \$17.50 per pro-rated clock hour. (Extended day activities shall also be used if applicable, to league and/or state scheduled events.)

9. A written contract shall be provided for Eau Claire Public School District employment for athletic extra-duty curricular activities.

ARTICLE XVII: PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by any teacher, group of teachers or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or of any existing rule, order, policy or regulation of the Board, or any specific directive or guideline from any Eau Claire administrator as to wages, hours or terms or conditions of employment, may be processed at the discretion of said teacher, group of teachers or the Association through the steps of the Grievance Procedure hereinafter set forth.

B. A claim by any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of law -- State or Federal -- including but not limited to the Michigan School Code, the Michigan Public Employees Relations Act and the Federal Equal Employment Opportunity Act; or of any other provision of law, including court decisions and/or arbitration rulings, may be processed at the discretion of said teacher, group of teachers or the Association through Step 4 of the grievance procedure.

C. **Step 1.** In the event a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal within two (2) working days after the occurrence of the event upon which it is based. The teacher shall be entitled to have an Association representative present during such discussion. In the event the teacher chooses to have an Association representative present, the principal shall be entitled to have

present a member of the administrative staff.

Step 2. If, as a result of the informal discussion with the building principal, a grievance still exists, the grievance must be reduced to writing -- stating the facts upon which it is based and when they occurred, specifying the section of the Agreement which allegedly has been violated, signed by the aggrieved teacher or teachers or by the Association representative, and presented to the building principal concerned with the problem within three (3) working days after the oral conference referred to above. The building principal shall give the aggrieved teacher a written answer within five (5) working days after receipt of the written grievance, and give a copy thereof to the chairman of the Association's grievance committee and a copy to the Superintendent of Schools.

Step 3. If the aggrieved teacher decides to appeal the decision of the principal, either he/she or the chairperson of the Association's grievance committee shall notify the Superintendent, in writing, within three (3) working days after receipt of the principal's answer, of this intent to appeal. The Superintendent shall meet with the teacher and the Association representative within five (5) working days after receipt by the Superintendent of the written notice of appeal. The Superintendent shall prepare the written Second Step answer and give one (1) copy thereof to the aggrieved teacher and one (1) copy to the chairperson of the Association's grievance committee within five (5) working days after such meeting.

Step 4. In the event the grievance is not resolved by the Third Step, the matter may be appealed to the Board provided a written notice of such appeal by the aggrieved teacher or Association's

Representative is presented to the secretary of the Board within ten (10) working days after receipt of the Third Step answer. If such appeal is taken, the Board of Education or a committee of members of the Board, shall meet with the Teacher and Association's Representative to attempt to resolve the grievance within ten (10) working days after receipt of the notice of appeal to this Step. A copy of the Board's disposition of the grievance shall be given to the Association and to the teacher involved within five (5) working days after such meeting.

Step 5. If, at this point, the grievance has not been satisfactorily settled, the Teacher or the Association shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, providing such submission is made within thirty (30) calendar days after receipt by the Association of the Board's Fourth Step answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Association.

D. The time limits at any Step of the grievance procedure may be extended by mutual agreement. In the event a grievance is not

appealed from one Step to the next within the time limits specified, the grievance shall be deemed to have been settled on the basis of the last answer thereto. In the event a grievance is not answered at any Step of the grievance procedure within the specified time limit, the grievance may, at the discretion of the Association, be advanced to the next step.

E. If a grievance involves a group or class of teachers under more than one (1) administrator or supervisor, it shall be initiated at the Second Step of the grievance procedure.

F. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

G. A teacher engaged during the school day in negotiating in behalf of the Association with any representatives of the Board or participating in any professional grievance negotiation including arbitration shall be released from regular duties without loss of salary. Such release from regular duties shall apply to such negotiations scheduled or requested by the Board during the school day.

H. The form for filing a grievance is the Grievance Report. Refer to GRIEVANCE REPORT located in the Addenda of this Agreement.

ARTICLE XVIII

SCHOOL CALENDAR

A. For the term of this Agreement, the school calendar for 1993-94, 1994-95, 1995-96 school years, when established, shall become a part of this Agreement. (Refer to school calendar located in the addenda of this contract.)

- B. 1. The school year shall consist of 184 contract days.
2. Membership days as allowed by the State Department of Education shall be honored.
3. The last contract day for teachers shall include those year-end responsibilities considered necessary by the Administration including requisition of materials for the ensuing school year, inventories and equipment storage. (See Addenda for current school year calendar).

ARTICLE XIX

DURATION OF AGREEMENT AND PROFESSIONAL NEGOTIATIONS

A. This Agreement shall be effective as of September, 1993 and shall continue until August 31, 1996, with the exception of salary, paid benefits and extra duties which will be re-opened for negotiation prior to September 1, 1994. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

B. Upon the request of either party served upon the other in writing any time following ninety days prior to the expiration date of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement within thirty (30) days from the date the request is received by the other party.

ARTICLE XX

EARLY RETIREMENT/RESIGNATION INCENTIVE PLAN

A. Eligibility: for ERIP benefits, a teacher must have 20 years of service in the Eau Claire Public Schools.

B. Application for Benefits: to apply for ERRIP benefits, teachers must obtain an ERIP application form from the Superintendent's office and return it between February 28 and May 1 of the year of eligibility along with a letter of resignation to the Superintendent's office. Resignation will be irrevocable and will be effective for the following contract year.

C. ERIP benefits will be \$700.00 per year of service in the Eau Claire Public Schools.

D. Applications/resignations will be honored on a first-come-first served basis and based upon availability of funds for ERIP per board decision.

E. If applications/resignations exceed that for which funds have been designated for ERIP, surplus applications would go to the top of any ERIP list for the next contract year.

F. If funds are not available in a given year, the teacher will be notified on or before 15 May and the letter of resignation will be returned to the teacher.

Employee _____ Position _____

1. Length of season (weeks of no practice are not remunerated)
A. Regular season through District level of competition

_____ % _____ to _____ = _____ weeks x .4%

_____ % B. Beyond District level _____
participants %/week
1-3 = .1%
4-7 = .2%
8-11 = .3%
12 or more = .4%

_____ % 2. Number of Teams responsible for _____ teams x .4%
(head coaches only)

_____ % 3. Budget responsibility (circle two)
Expenditures - Revenues -
Below \$500 = .4% Below \$500 = .0%
500 - 1500 = 1.0% 500 - 1500 = 1.0%
1501 - or more = 2.0% 1501 - 5000 = 2.0%
5000 or more = 4.0%

_____ % 4. Number of contests (circle one)
10 or less = .8%
11 or more = 1.6%
Competition events
more than 6 hours @ .2% each

_____ % 5. Number of participants coached _____
1 - 10 = .7%
11 - 15 = 1.0%
16 - 25 = 1.4%
26 - 35 = 1.8%
36+ = 2.2%

_____ % 6. Experience - Eau Claire coaching _____ years x .2%

_____ % Total of factors

Total _____ x _____ % = _____ pay for position
(BA Base)

I have received the necessary report, as appropriate.

Athletic Director _____

Submitted by _____ Date: _____
Coach

Approved by _____ Date: _____
Athletic Director

GRIEVANCE REPORT Number _____ School Year _____

DATE FILED: _____

GRIEVANT: _____

INCIDENT

DATE OF INCIDENT: _____

DESCRIPTION: _____

DOCUMENT REFERENCE: _____

MEETING WITH PRINCIPAL

DATE OF MEETING: _____

PARTICIPANTS: _____

EVENTS: _____

DISPOSITION: _____

PRINCIPAL: _____

DATE: _____

POSITION OF GRIEVANT AND/OR ASSOCIATION: _____

SIGNATURE: _____

DATE: _____

TIMELINE:

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

GRIEVANT/ASSOCIATION:

DATE:

DISPOSITION BY PRINCIPAL:

PRINCIPAL:

DATE:

POSITION OF GRIEVANT AND/OR ASSOCIATION:

SIGNATURE:

DATE:

APPEAL TO SUPERINTENDENT

TIMELINE:

DATE OF MEETING:

PARTICIPANTS:

EVENTS:

SUPERINTENDENT: _____

DATE: _____

POSITION OF GRIEVANT AND/OR ASSOCIATION: _____

SIGNATURE: _____

DATE: _____

APPEAL TO BOARD OF EDUCATION

TIMELINE: _____

DATE OF MEETING: _____

PARTICIPANTS: _____

EVENTS: _____

DISPOSITION: _____

BOARD OF EDUCATION: _____

DATE: _____

POSITION OF GRIEVANT AND/OR ASSOCIATION: _____

SIGNATURE: _____

DATE: _____

REFERRED TO ARBITRATION: YES NO

ASSOCIATION SIGNATURE: _____

DATE: _____

COMMENTARY: _____

SIGNATURE: _____

DATE: _____

EAU CLAIRE PUBLIC SCHOOLS

1993-94 School Year Calendar

August 23	Teacher Work Day
August 24	First Student Day - 1/2 Day
August 25	First Full Day
September 6	NO STUDENTS - Labor Day
October 19	NO STUDENTS - Teacher In-Service
October 29	End of First Marking Period
November 3	Afternoon Parent/Teacher Conferences 1/2 Day S
November 4	Afternoon/Evening Parent/Teacher Conferences - 1/2 Day Students
November 5	1/2 Day Students - Teacher In-Service
November 25 & 26	Thanksgiving Break - No School
December 17	Winter Break Starts at End of Day
January 3	Classes Resume
January 12	Semester Exams - 1/2 Day Students
January 13	Semester Exams - 1/2 Day Students
January 14	Semester Ends - NO Students
January 17	Martin Luther King Day Observed
February 16	Afternoon Parent/Teacher Conferences - 1/2 Day
February 17	Afternoon/Evening P/T Conferences - 1/2 Day
February 18	1/2 Day for Students
February 21	Presidents' Day Observed
<u>*March 25</u>	<u>1/2 Day Students - End of Third Marking Period</u> <u>Spring Break Begins at end of Day</u>
April 4	Classes Resume
May 30	Memorial Day Observed
**June 1	Semester Exams - 1/2 Day Students
**June 2	Semester Exams - 1/2 Day Students
June 3	School Year Ends NO STUDENTS - Teacher Work Day

*Per Tentative Agreement with ECEA

**Subject to change if make-up days are required

EAU CLAIRE TEACHERS SALARY SCHEULE
1993-94
(Freeze of 1992-93 Salaries)

	BA	BA+PERM CERT	MA/BA+45
1	\$21,481	\$22,797	\$23,285
2	22,376	23,708	24,286
3	23,272	24,619	25,287
4	24,167	25,530	26,288
5	25,063	26,441	27,290
6	(26,477*) 25,958	27,352	28,291
7		28,263	29,292
8		29,175	30,293
9		30,086	31,294
10		30,997	32,295
11		31,908	33,296
12		32,819	34,297
13		33,730	35,299
14	(35,333*)	34,641	36,300
15			37,301
16			(39,068*) 38,302

MA/BA+45 BONUS - \$150.00 for each three (3) semester hours of credit beyond MA/BA+45

*Reflects salary step for those teachers at the top who also earned 2% Incentive Pay in 1992-93 contract year.

FOR THE EDUCATION ASSOCIATION:

Dao Noi Down

Dao Noi Down,
President

Jerry Greenhaw

Jerry Greenhaw,
Chief Negotiator

Mike Petersen

Mike Petersen,
Recording Secretary

Monica Langlois

Monica Langlois,
Negotiating Committee

Jerry Sawatzki

Jerry Sawatzki,
Negotiating Committee

Robert V. Halgren

Robert Halgren,
Negotiating Committee

Linda Styburski

Linda Styburski,
Negotiating Committee

Glen Shoop

Glen Shoop,
Negotiating Committee

FOR THE BOARD:

David A. Gray

David A. Gray,
Superintendent

George M. Sharpe

George Sharpe,
Board Representative

Greg Prillwitz

Greg Prillwitz,
Board Representative

Ron Paustian

Ron Paustian,
Board Representative