to think to learn to succeed

Master Agreement 2007-09

ELMBROOK SCHOOLS

School District of Elmbrook

AGREEMENT

between

ELMBROOK SCHOOL BOARD

and

ELMBROOK EDUCATION ASSOCIATION

2007-2009

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AGREEMENT

between the

ELMBROOK SCHOOL BOARD

and the

ELMBROOK EDUCATION ASSOCIATION

THIS AGREEMENT entered into this 1st day of July, 2007, 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

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 in order to realize appropriate salary adjustments for that year. Teachers changing preparation levels between September 1 and February 1 must provide evidence of such change by February 1 in order to realize appropriate salary adjustments for the remainder of the year beginning February 1.

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, or which do not demonstrate sufficient research, reflection or rigor.

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.

5.1.3.3 Credit for Elmbrook Workshops/Courses

1. Workshops/courses would be reviewed by Staff Development Committee with final approval by an Assistant Superintendent.

2. Workshops/courses would range from .5 units to 3 units. Each unit equates to 15 hours of "instruction."

3. Workshops/courses would take place primarily outside of the school day.

4. Course/unit offerings can be facilitated by teachers, administrators or university instructors.

5. The evaluation of the unit offerings will be the responsibility of the Certified Staff Development Committee, the Initial Educator Steering Committee and the Educational Services Department.

6. The introduction of unit offerings does not change the CEU program.

7. Units could be applied for movement on the salary schedule and for State Certification (PDP fulfillment).

5.1.3.4 Master's Equivalency Program

The Association and the Board recognize that earning a Master's Degree is not appropriate for all teachers. The Master's Equivalency classification is designed for such teachers.

To be eligible for the Master's Equivalency Program a teacher must have completed at least two (2) years of teaching experience in the Elmbrook District. Teachers desiring to participate in the program shall file an application with the Assistant Superintendent of Human Resources on a form to be provided.

Upon receipt of the application, the Assistant Superintendent and the teacher will meet to establish and plan a program of studies, which will lead to the Master's Equivalency. This program will be individually designed to meet the specific needs of the teacher and will require approval of the Assistant Superintendent. In order to qualify for a Master's Equivalency classification, a teacher must earn a total of forty-five (45) semester hours. No more than six (6) pre-approved credits that were previously earned will be applied to the equivalency program at the time of application. A teacher must have also completed the two course sequence that is required of teachers who are new to the district.

Upon successful completion of the Master's Equivalency Program, the teacher will be placed on the appropriate experience step in the MA+00 column.

Teachers may advance beyond the MA+00 column by earning a Master's Degree from an accredited college or university or by earning credits in accordance with Section 5.1.3.1 Prior Approval of Credits and Section 5.1.3.2 Credit Equivalency for Lane Changes.

5.2 Compensation: Sixth Assignment

5.2.1 Sixth Assignment (See 10.6) (Effective 2006-2007)

Teachers who agree to carry a sixth teaching assignment shall receive 10% of the salary schedule for MA, Step 6 per year or 5% of the salary schedule for MA, Step 6 per semester for a sixth teaching assignment.

Teachers who agree to carry a sixth non-teaching assignment (i.e. travel, supervisory) shall receive $3,960.24 per year or $1,980.12 per semester.

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 for 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 10.12.1)

Payment for substituting for another teacher 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, foreign language, or physical education, the teacher must assume the duties of the absent teacher or engage the students in core instruction.

5.5 Homebound Instruction

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

5.6 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.

5.6.1 Remuneration for Teacher(s) Who are Presenter(s)

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 **10.9**, the teacher shall be remunerated for presentation time, as well.

5.7 Summer School Pay (See 10.17)

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.

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

5.8 Summer Project Work (See 10.18)

Payment shall be based on the summer school pay scale as agreed to in the Master Agreement for that year. The final decision as to the approval of such projects will be subject to Board action.

5.9 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.

5.9.1 New Teacher Inservice Compensation (See 11.5)

The first new teacher inservice/staff development day shall be without pay. Thereafter, 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 (See 5.10). Attendance shall be optional.

5.10 Continuing Education Unit (CEU) Pay Rate (See 11.8)

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.

5.11 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.

5.12 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).

5.13 Association Dues Deduction (See 12.1, 12.2)

6.0 COMPENSATION - BENEFITS

6.1 State Retirement Contribution

For 2007-08 and 2008-09 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. Full-time teachers who request to reduce their contracts to less than 100% shall receive health insurance benefits on a pro-rata basis.

Health Plan	% Paid through 5/30/03	% Paid after 5/30/03
Indemnity Plan	97.0%	95.5%
Preferred Provider Plan	----	97.0%

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 the last day of the prior contract, 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.

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 the last day of the prior contract, 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

Effective April 1, 2006 the plan design shall be modified to provide for a three (3) tiered plan, $5/$15/$30. The dispensing fee shall be eliminated effective April 1, 2006. When employees choose to use the mail order option the co-payment for the employee will be two and one-half (2 1/2) co-payments for a three (3) month order, e.g. $37.50 for a tier two prescription.

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

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 $1,200 for employees with single coverage and $2,400 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. Full-time teachers who request to reduce their contracts to less than 100% shall receive dental insurance benefits 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 the group 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 Worker's 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:

Age At Disablement	Maximum Benefit Period
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 $500 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 $500 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 $500 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 $500 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 $2,000 during the term of this contract.

6.11 Damaged Personal Property Insurance

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 for 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.

6.14 Insurance Eligibility

Employees new to Elmbrook are eligible for health insurance, dental insurance, life insurance, and long-term disability insurance on their first contract day at work. Coverage for employee insurances will continue through August 31 for those who complete the term of their individual contract [includes retirement]. Employees who do not continue through the last contract day will have coverage provided through the end of the month of their last day of work.

Teachers who are employed under a 9.13 contract shall be eligible to receive benefits from the first day of their contracted work through the end of the month of their last day of work. Teachers who are employed under a 9.13 contract and are subsequently offered a contract for the next school year shall be eligible to receive benefits through August 31.

As of September 1 the district provides health insurance coverage under the retirement provision under Section 7. Dental benefits may be continued after August 31 by self-paying the monthly premiums under federal law COBRA.

7.0 COMPENSATION - RETIREMENT BENEFITS

7.1 Retirement Benefits

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

Age is defined as the age of the teacher as of August 31 of the year they plan to retire. Years of service is defined as the aggregate FTE the teacher has served as a teacher in the District.

For years of service prior to the 2005-06 school year part time teachers contracted for 50% or more are credited with a full year for each such year worked for retirement eligibility purposes. Part-time teachers employed less than 50% are credited with the percentage of a year of service based on their percent of contract for all years worked.

For years of service commencing with the 2005-06 school year, teachers shall receive the percentage of credit of a year of service based on their percent of contract.

7.1.1 Eligibility Conditions

7.1.1.1 Eligibility Conditions - Plan I

For 2005-2006, 2006-2007 and 2007-2008, to be eligible for benefits as specified in 7.1.2.1 (Plan I), a retiring teacher shall have a minimum of:

Years of Service	Age
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

7.1.1.2 Eligibility Conditions - Plan II

For 2005-2006, 2006-07 and 2007-08, to be eligible for benefits as specified in 7.1.2.2 (Plan II), a retiring teacher shall have a minimum of:

Years of Service	Age
At least sixteen (16)	60 or older
At least seventeen (17)	59
At least eighteen (18)	58
At least nineteen (19)	57
At least twenty (20)	56

Any employee who has satisfied the years of service requirement (20 years) AND is age 55 may receive the same benefit at an earlier age, but the number of months of the benefit will be reduced based upon the WRS actuarial table reduction factor. For example, based on the WRS actuarial table in effect on July 1, 2005, a 55 year old will be eligible to draw 4.8% fewer months of the insurance benefit.

7.1.1.3 Eligibility Conditions - Effective 9/1/2008

Beginning in 2008-2009 to be eligible for benefits a retiring teacher shall have a minimum of:

Years of Service	Age
At least seventeen (17)	60 or older
At least eighteen (18)	59
At least nineteen (19)	58
At least twenty (20)	57

Any employee who has satisfied the years of service requirement (20 years) AND is age 55 or 56 may receive the same benefit at an earlier age, but the number of months of the benefit will be reduced based upon the WRS actuarial table reduction factor. For example, based on the WRS actuarial table in effect on July 1, 2005, a 55 year old will be eligible to draw 9.6% fewer months of the insurance benefit, and a 56 year old will be eligible to draw 4.8% fewer months of the insurance benefit.

7.1.2 Alternative Health Insurance Plans – 2005-2008

During the 2005-2006, 2006-2007 and 2007-2008 school years, eligible teachers who decide to retire may choose between health insurance benefit plans (Plan I), or (Plan II). Plan I is not available to those who retire after August 31, 2008.

7.1.2.1 Plan I

A. Before Medicare Eligibility.

Effective September 1 following severance of employment the District shall provide an eligible retiree 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 retiree shall be required to pay the same premium contribution as active members of the bargaining unit.

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 7.1.2.1 until the retiree reaches the age of Medicare eligibility. Premium payments for coverage under the group plan should be made to the Human Resources Office thirty (30) days in advance.

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 co-payments for coverage under the group plan shall be made to the Human Resources 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. In order to be eligible for a carve-out plan, the retiree must be enrolled in and pay for Medicare Part B.

In order to be eligible to participate in a "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 7.1.2.1 (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 provision allowing a spouse to continue is contingent upon the retiree remaining an active participant in the insurance program.

The purchase of a "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. The rates for the "carve out" plans shall be actuarially determined by the District.

Premium payments for coverage under the "carve out" plan shall be made to the Human Resources office thirty (30) days in advance. Two Medicare “carve out” plan options are available for individuals retiring under this plan when they become Medicare eligible:

1. A plan that matches the health insurance benefits for active members of the bargaining unit. Currently this plan includes coverage for prescriptions, Or

2. A plan that matches the health insurance benefits for active members, excluding coverage for prescriptions.

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 and dependents to participate in the plan.

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

7.1.2.2 Plan II

A. Retirement Health Benefit

Effective September 1 following severance of employment the District shall provide the eligible retiree a health insurance plan identical to that in place for active members of the bargaining unit and pay the cost for up to seventy-four (74) consecutive months. The retiree shall be required to pay the same premium contributions as active members of the bargaining unit. If the retiree becomes Medicare eligible during the retirement benefit period, the benefit from that time forward will exclude coverage for prescriptions.

B. Post Retirement Health Benefit Eligibility Option

1. Before Medicare Eligibility: Retirees whose retirement health benefits have ended and who have not reached Medicare eligibility may continue to participate in the District’s group health plan at their own expense 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.

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

2. Medicare Eligible Retirees, Medical “Carve-out” Plan: Retirees shall be eligible to remain in the District’s health insurance group and purchase the Medicare “carve out” health insurance plan. In order to be eligible for the carve-out plan, the retiree must be enrolled in and pay for Medicare Part B and Medicare Part D. This plan excludes coverage for prescriptions. The rates for the “carve out” plan shall be actuarially 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 retirees 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 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 provision allowing a spouse to continue is contingent upon the retiree remaining an active participant in the insurance program.

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 Human Resources 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 and dependent(s) to participate in the plan.

Benefits payable to the spouse and/or dependent(s), in combination with those already provided to the retiree before his/her death, will not exceed 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:

	% of insurance coverage continued
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(S) 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
- Bonafide religious observance.
- 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 p.m. 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 Leaves

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

"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 provided however, that no teacher with eight (8) or more years of seniority shall be required to involuntarily transfer as a consequence of this provision. 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 Elementary Library Media Center (LMC) Opening/Closing

The LMC will be open for student usage and classes on the first student day of attendance. The LMC will be closed for classes and the Library Media Specialist will not teach classes during the last five days of student attendance. Library Media Specialists will be given the option of working up to three (3) days time prior to the beginning of the school year to prepare the LMC for opening and will receive compensatory time off later in the year for those hours. Days for compensatory time shall be mutually agreed upon by the librarian and the principal.

10.4 Open Houses/Parent Information Night (PIN)

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

Secondary Open Houses/PIN shall be held on an Early Release Day unless otherwise agreed to at the building level. Secondary teachers who participate in Open House(s)/PIN(s) shall be compensated on a District-controlled Day(s) commensurate with the amount of time required for Open House(s)/PIN(s).

Elementary PIN shall be held on an Early Release Day unless otherwise agreed to at the building level. Elementary teachers shall be released sixty-minutes (60) early on a 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 released ninety-minutes (90) early on a District Day to be determined by the staff and administration in each building no later than June 1 of the preceding year.

10.5 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, 2009.

10.6 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.

10.6.1 Student Support/Supervisor Time at the High School

Each high school teacher will be responsible for an additional non-instructional/supervision assignment beyond the five instructional periods. This assignment will be for the equivalent of one period each day for one semester. An alternative to the full period for one semester is that student support/supervision time may be assigned as extended lunch period activity, similar to the practice currently in place at East. Teachers will be surveyed for their preference and the administration will attempt to match individual preference with building needs. While teachers may, as they elect, participate in building-wide or department planning to implement this plan as a whole, they shall not be required to prepare for any assignment under this section.

1. Teachers new to the profession would be exempt during their first year.
2. Teachers whose schedules require that they travel between buildings would be exempt if they have a full teaching schedule.
3. Teachers with less than 100% contracts will be responsible for a proportionate share of such responsibility based on the teacher's percentage of a 100% contract.
4. Individuals who are involuntarily assigned to teach a sixth assignment class would be exempt.

10.7 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 **10.7** paragraphs 1 and 2.

10.8 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)

10.9 Early Release Days

The District shall implement an early release program (K-12). The program shall include 2 hours and 15 minutes of early release for students on a total of 16 days per year. The workday shall be 8 hours on each of the 16 early release days for a total of 2 hours 45 minutes of early release time each. 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) early release days in a row be designated for either the district or the teachers. In order to facilitate this program, twelve (12) minutes of contact time was added to the student school day to accommodate for the 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 hour per month (Building (B) Day or District (D) Day) shall be dedicated to house business (activities involving teachers only, not students).

10.9.1 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.

Teacher/Building/District time shall be distributed as follows:

A. Four T-Days (2 hour 45 minutes, total of 11 hours per year).

B. Five T/B-Days consisting of teacher-directed 1 hour 15 minutes each for a total 6.25 hours per year and consisting of building-directed 1 hour 30 minutes each for a total 7.5 hours per year.

C. Comp time for open house and PIN night shall be scheduled from Building-directed early release days.

D. Seven (2 hour 45 minutes) D days.

Teachers will have a minimum of nine hours scheduled for T-days per year during early release days.

10.9.2 Secondary Level (Middle and High School)

One hour per month shall be devoted to grade level/department meetings.
One hour per month shall be devoted to faculty meetings.
Twenty-six (26) hours per year shall be D/B Days.

10.10 Meetings

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

10.10.1 Elementary Level

Faculty meetings may be scheduled no more than five (5) times per year, no more than once per month and shall not exceed 45 minutes. Such meetings shall be scheduled during the release time portion of the Teacher directed Thursdays (or other day per week).

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

10.10.2 Secondary Level (Middle and High School)

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

10.10.3 K-12

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

10.11 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.

10.12 Substitutes

10.12.1 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.**

10.12.2 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.**

10.12.3 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.

10.13 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. In addition to assigned travel time, traveling teachers are to receive thirty (30) minutes for a duty free lunch. Every effort shall be made to schedule the duty-free lunch for traveling teachers consistent with regularly scheduled lunch periods.

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

10.14 Conferences

10.14.1 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.

10.14.2 Parent/Teacher Conferences - Scheduled

Parent/Teacher conferences will be scheduled during the first and second semesters at all schools (K-12). In the fall, all parents are invited to a conference. In the spring, conferences shall be scheduled on a priority basis. Conferences may be held during the morning, and/or afternoon as established by the calendar. Evening conferences at each level shall be established by mutual agreement between the teachers and the administration on a building by building basis according to the following Conference Choice Rotation:

Fall 2007-2008	**Spring 2007-08**
1. Elementary	1. Middle Schools
2. Middle Schools	2. High Schools
3. High Schools	3. Elemenatry
Fall 2008-2009	**Spring 2008-09**
1. High Schools	1. Elementary
2. Elementary	2. Middle Schools
3. Middle Schools	3. High Schools
Fall 2009-2010	**Spring 2009-10**
1. Middle Schools	1. High Schools
2. High Schools	2. Elementary
3. Elementary	3. Middle Schools

1. Elementary schools on each side of the district must coordinate their choices so all east side schools and all west side schools are choosing the same nights.
2. Schools do not need to choose the same starting times. (All schools)
3. No more than one evening conference may overlap with another level's conference evening on the same side of the district (east/west).
4. The rotation process for choosing dates will begin twenty-five (25) working days after the beginning of the school year or calendar approval, whichever comes later.

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.

10.14.3 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.

10.15 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 fifth 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)

10.16 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.

10.17 Summer School (See 5.7)

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.

10.18 Summer Project Work (See 5.8)

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 5.9.1)

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.

11.5.1 Teachers New to the District Training Sequence

Teachers new to the district must successfully complete the two-course sequence during their three-year probationary period, Classroom Instruction That Works (2 inservice units), and Assessment/Unit Design (2 inservice units).

Course expenses will be paid by District and units will apply for movement on the salary schedule. There would be additional fees in order to have credits recognized by an affiliated university.

If a new teacher is required to take any other content-related course work (examples: ERI, Wilson), the District will extend the time frame one year for each additional required course. The sequence of the courses may be changed to fit the individual needs of the teacher. The extended time frame does not extend or imply an extension of the three-year probationary period.

New teachers will not be required to take more than two courses during their 3-year probationary period.

11.6 Instructional Coaching Program

A. Teachers entering the School District of Elmbrook as Initial Educators shall be assigned a Professional or Master Educator as an instructional coach. Instructional coaches will be a resource for the Initial Educator to observe, confer, provide advice and assistance in the design and implementation of the professional development plan and overall help teachers succeed during their initial teaching experience in the district. Initial Educators shall participate in mandatory cohort sessions and a minimum of four instructional coaching cycles. Cohort sessions and coaching sessions shall not be conducted on a teacher workday.

Individual Support – A minimum of four instructional coaching cycles (6 hours each - observations, prep for the coach, conferences/support). The Coach serves as a confidant and support to the Initial Educators and shares no information with administration. Coaches are selected by the Initial Educator Steering Committee.

Cohort Group Activities – The Coaches meet jointly with Initial Educator groups for in-services and support 4-6 times during the year.

B. The Initial Educator Steering Committee:
A joint committee comprised of administrators, classroom teachers, and resource staff will be responsible for the method of selection and identification of instructional coaches.

C. Instructional Coach Limitations.

1. Should an ex-instructional coach take an administrative/supervisory position he/she can have no involvement in the evaluation of the Initial Educator(s) he/she mentored until that teacher holds a professional license.

2. Instructional coaches cannot be required or empowered to evaluate any member of the bargaining unit or any other employee of the District.

3. The District and the Association agree that the instructional coach shall not be required, subpoenaed or called to testify as a witness in any board or administrative meeting, grievance, discipline, discharge or non-renewal procedure, or an arbitration on behalf of the District against the Initial Educator.

4. All communication between coach and the Initial Educator shall remain confidential (i.e. exclusively between them). The instructional coach shall not share any information about the Initial Educator with any member of the administration.

D. Instructional Coach Requirements and Responsibilities:

1. The instructional coach is not a member of the EEA and is not required to pay dues. The instructional coach position is considered a District position and salaries and benefits would not be costed to the EEA.

2. Instructional coaches are required to assist Initial Educators with their initial orientation and provide continuing orientation as needed during the school year.

3. Coaches shall be available for a minimum of six (6) one-half day visitations per Initial Educator per year, with pre-and post-observation conferences.

4. Principals or resource staff shall be available to cover the Initial Educator's classroom after an observation to facilitate an immediate conference with the instructional coach.

5. Instructional coaches shall provide cohort sessions during the period of September – November during the Initial Educator's first year of employment or whenever a specific curriculum or instructional need arises for the group.

E. Instructional Coach Removal. An Initial Educator may request to be removed from working with an instructional coach for good reason(s). In that case, the Initial Educator Steering Committee will assign a different instructional coach.

11.7 Mentor Program

Teachers new to the district will receive a mentor from their grade level/content area or as close to their grade level/content area as possible. Building Principals, upon consultation with grade level leaders and/or Department Chairs, will recommend teachers who have volunteered to be mentors. Similar grade level and/or content area assignment will be strongly considered in the selection of mentors. Mentors will be paid ten (10) hours extra duty pay (Appendix D) for this support.

The mentor is responsible for:

- Assisting new teachers in learning about the community, building and District.
- Assisting in the development of ways to work cooperatively with parents and other teachers to help students achieve.

11.8 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.

11.9 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.

11.10 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.

11.11 Early Release Time (See 10.9)

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 Grievance

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, 2007 and shall continue and remain in full force until June 30, 2009.

This Agreement is made and entered into at Brookfield, Wisconsin this 18th DAY OF October. 2007.

ELMBROOK EDUCATION ASSOCIATION	BOARD OF EDUCATION
_____	_____
President	President
_____	_____
Chief Negotiater	Clerk

SCHOOL DISTRICT OF ELMBROOK
13780 Hope Street, Brookfield, WI 53008-1830
Telephone: (262) 781-3030

TEACHER CONTRACT

It is hereby agreed by and between the **Board of Education** for the **School District of Elmbrook**, Waukesha County, Wisconsin, hereinafter designated "School Board," and
a legally qualified teacher, as follows:

1. That said teacher shall teach in the schools of such district, as assigned, during the school year, for a term of nine and one-half months consisting of approximately one hundred ninety days, commencing on or about for the annual basic salary of $

2. That all laws of the State of Wisconsin relating to the contractual status between the School Board and a legally qualified teacher are hereby made a part of this contract.

3. That said teacher agrees: (a) to perform the usual functions of a teacher relative to the instruction of pupils and the care and management of the school; (b) to participate in and assist with general school activities and to promote sound educational thinking and practices in the community; (c) to keep abreast of local and state school policies and new educational developments through attendance at teacher institutes and meetings, and by participation in curriculum projects approved by the Superintendent of such District, and (d) to otherwise perform the teaching and extra curricular duties assigned by the Superintendent of such District as governed by the policies and regulations of the said School Board.

4. That said teacher shall upon request: (a) present satisfactory evidence of good health as attested to by a qualified and approved physician, on school forms provided for that purpose; (b) file with Superintendent of such District satisfactory evidence of teacher's certification.

5. That in consideration of the foregoing services properly rendered on the part of the teacher, the School Board agrees to pay said teacher the above specified salary in twenty-four equal installments, beginning on the 15th day of September, and continuing thereafter on the 15th and last day of each successive month, provided, however, that the salary of said teacher for the month of June may be withheld until such time as the teacher's duties for the school year have been satisfactorily completed.

6. This contract may be subject to and/or supplemented by a collective bargaining agreement covering certificated teaching personnel and/or Board resolutions or policy statements not inconsistent therewith.

7. Said teacher represents to the School Board that he/she is not now under contract of employment with another school district for the school year

The said teacher must execute and deliver the original copy of this contract to the Superintendent of Schools on or before April 15,

In witness whereof, we have hereunto subscribed our names this 15th day of March,

BOARD OF EDUCATION
SCHOOL DISTRICT OF ELMBROOK
Waukesha County, Wisconsin

President

Treasurer

Clerk

Date Social Security Number

Teacher's Signature

Address

City State Zip

Birthdate Phone

White Copy-Teacher; **Yellow Copy**-Human Resource Office; **Pink Copy**-Business Office; **Gold**-Principal

ELMBROOK SCHOOLS
School District of Elmbrook

2007-2008 School Calendar

Denotes "Non-School Days"
Bold Dates Denote Teachers No Students

August

New Teacher Inservice	24
Possible Inservice	27-29
Inservice	30
Teacher Workday	31

September

Labor Day	3
Classes begin	4

October

Teachers Convention	25, 26

November

Teacher Workday	9
○ No School (K-8)	16
Conferences TBD @ each school	12-15 & 19
No School – Comp Day	21
Thanksgiving Break	22, 23

December

Winter Recess	24-Jan 2

January

Classes Resume	3
Inservice Day	21
Teacher Workday	28

March

No School – Comp Day	20
Spring Break	21-28

April

Teacher Workday	11
☐ No School p.m. (K-5) Conf.	18
Conferences TBD @ each school	14-17 & 21-24

May

Memorial Day	26

June

Last Student Day	12
Teacher Workday	13

Inclement Weather Make-up Days

Day 1: June 13, 2008 – School
Day 2: No Make-up Day
Day 3: June 16, 2008 – School
Day 4: No Make-up Day
Day 5: June 17, 2008 – School

Inclement days occurring after March 31 shall not be rescheduled.

August 2007

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	***24***	25
26	***27***	***28***	***29***	***30***	***31***	

September 2007

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2007

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2007

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	***9***	10
11	12	13	14	15	***16***	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2007

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2008

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	***21***	22	23	24	25	26
27	***28***	29	30	31		

February 2008

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

March 2008

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2008

S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	***11***	12
13	14	15	16	17	***18***	19
20	21	22	23	24	25	26
27	28	29	30			

May 2008

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2008

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	***13***	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2008

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APPENDIX B-2

2007-2008 School Year

Inclement Weather Make-Up Days

Inclement weather days occurring after March 31, 2007 shall not be rescheduled unless necessary to obtain State Aids. All other inclement weather days shall be rescheduled in accordance with the following procedures:

On days when school is closed due to inclement weather, if the first inclement weather day occurs before March 31, 2007, a student contact make-up day will be scheduled on June 13, 2008, and the make-up work-day will be on June 16, 2008.

The second inclement weather day will require no make-up day.

The third inclement weather day will be made up as a contact day on June 16, 2008, and the make-up work-day will be on June 17, 2008.

The fourth inclement weather day will require no make-up day.

The fifth inclement weather day will require a make-up contact day on June 17, 2008, and the make-up workday will be on June 18, 2008.

In the event that inclement weather days occur during the school year teachers who complete end of the year check out on the last student attendance day will not be required to attend the final workday and all other teachers may check out as soon as they complete the end of year check out.

All of the foregoing is subject to State Statute, and if the State amends the statute to increase the number of school days for purposes of State Aid, the District will comply with the State regulation.

Alternate methods of completing necessary close-of-school duties shall be made available to teachers who present compelling and specific personal reasons to the Assistant Superintendent, Human Resources, justifying such individual treatment.

Paid Holidays (3)
- Labor Day
- Thanksgiving
- Memorial Day

Teacher Workdays

Teacher workdays are to be used for teacher planning/preparation. Administrators will not plan meetings on teacher workdays.

ELMBROOK SCHOOLS
School District of Elmbrook

2008-2009 School Calendar

Denotes "Non-School Days"
Bold Dates Denote Teachers-No Students
Bold Underlined Dates Denote Early Release Days

August

New Teacher Inservice	21
Possible Inservice	22-26
Inservice	27 & 28
Teacher Workday	29

September

Labor Day	1
Classes begin	2

October

Teachers Convention	30, 31

November

Teacher Workday	7
Conferences TBD @ each school	10-13 & 17-20
◯ No School (K-8) Conferences	14
No School – Comp Day	26
Thanksgiving Break	27, 28

December

Winter Recess	22-Jan 2

January

Classes Resume	5
Teacher Workday	26

March

Teacher Workday	30

April

Conferences TBD @ each school	March 31-2 & 20-23
☐ No School p.m. (K-5) Conf.	3
No School – Comp Day	9
Spring Break	10-17

May

Memorial Day	25

June

Last Student Day	12
Teacher Workday	15

Inclement Weather Make-up Days

Day 1: June 15, 2009 – School
Day 2: No Make-up Day
Day 3: June 16, 2009 – School
Day 4: No Make-up Day
Day 5: June 17, 2009 – School

Inclement days occurring after March 27 shall not be rescheduled.

August 2008

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	***27***	***28***	***29***	30
31						

September 2008

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	**11**	12	13
14	15	16	17	18	19	20
21	22	23	24	**25**	26	27
28	29	30				

October 2008

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	**9**	10	11
12	13	14	15	16	17	18
19	20	21	22	**23**	24	25
26	27	28	29	30	31	

November 2008

S	M	T	W	T	F	S
						1
2	3	4	5	**6**	**7**	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2008

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	**11**	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2009

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	**8**	9	10
11	12	13	14	15	16	17
18	19	20	21	**22**	23	24
25	***26***	27	28	29	30	31

February 2009

S	M	T	W	T	F	S
1	2	3	4	**5**	6	7
8	9	10	11	12	13	14
15	16	17	18	**19**	20	21
22	23	24	25	26	27	28

March 2009

S	M	T	W	T	F	S
1	2	3	4	**5**	6	7
8	9	10	11	12	13	14
15	16	17	18	**19**	20	21
22	23	24	25	26	27	28
29	***30***	31				

April 2009

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	**23**	24	25
26	27	28	29	30		

May 2009

S	M	T	W	T	F	S
					1	2
3	4	5	6	**7**	8	9
10	11	12	13	14	15	16
17	18	19	20	**21**	22	23
24	25	26	27	28	29	30
31						

June 2009

S	M	T	W	T	F	S
	1	2	3	**4**	5	6
7	8	9	10	11	12	13
14	***15***	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2009

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APPENDIX B-4

2008-2009 School Year

Inclement Weather Make-Up Days

Inclement weather days occurring after March 27, 2009 shall not be rescheduled unless necessary to obtain State Aids. All other inclement weather days shall be rescheduled in accordance with the following procedures:

On days when school is closed due to inclement weather, if the first inclement weather day occurs before March 27, 2009, a student contact make-up day will be scheduled on June 15, 2009 and the make-up workday will be on June 16, 2009.

The second inclement weather day will require no make-up day.

The third inclement weather day will be made up as a contact day on June 16, 2009 and the make-up work-day will be on June 17, 2009.

The fourth inclement weather day will require no make-up day.

The fifth inclement weather day will require a make-up contact day on June 17, 2009, and the make-up workday will be on June 18, 2009.

In the event that inclement weather days occur during the school year teachers who complete end of the year check out on the last student attendance day will not be required to attend the final workday and all other teachers may check out as soon as they complete the end of year check out.

All of the foregoing is subject to State Statute, and if the State amends the statute to increase the number of school days for purposes of State Aid, the District will comply with the State regulation.

Alternate methods of completing necessary close-of-school duties shall be made available to teachers who present compelling and specific personal reasons to the Assistant Superintendent, Human Resources, justifying such individual treatment.

Paid Holidays (3)
Labor Day
Thanksgiving
Memorial Day

Teacher Workdays
Teacher workdays are to be used for teacher planning/preparation. Administrators will not plan meetings on teacher workdays. For this school year only teachers who complete end of the year check out on the last student attendance day will not be required to attend the final workday and all other teachers may check out as soon as they complete the end of the year check out.

Conference Days
Conference dates will be selected by continuing the use of the rotational process as used in the 2007-2008 school year with the change below.

Conference dates will be chosen forty-five (45) days after the beginning of the school year or calendar approval, whichever comes later.

APPENDIX C-1

2007-2008 Salary Schedule

Step	BA+00	BA+15 and/or 15 Inservice Units	BA+30 and/or 30 Inservice Units	MA+00 and/or 45 Inservice Units	MA+15 and or 60 Inservice Units	MA+30 and/or 75 Inservice Units	MA+45 and/or 90 Inservice Units
1	38822	40472	42192	43985	45855	47803	49835
2	40372	42022	43742	45535	47405	49353	51385
3	41922	43572	45292	47085	48955	50903	52935
4	43472	45122	46842	48635	50505	52453	54485
5	45022	46672	48392	50185	52055	54003	56035
6	46572	48222	49942	51735	53605	55553	57585
7	49272	50922	52642	54435	56305	58253	60285
8	51972	53622	55342	57135	59005	60953	62985
9	54672	56322	58042	59835	61705	63653	65685
10	57372	59022	60742	62535	64405	66353	68385
11			63442	65235	67105	69053	71085
12				67935	69805	71753	73785
Ph.D. Stipend		1808					

APPENDIX C-2

2008-2009 Salary Schedule

Step	BA+00	BA+15 and/or 15 Inservice Units	BA+30 and/or 30 Inservice Units	MA+00 and/or 45 Inservice Units	MA+15 and or 60 Inservice Units	MA+30 and/or 75 Inservice Units	MA+45 and/or 90 Inservice Units
1-	39808	41520	43305	45167	47109	49135	51248
2-	41358	43070	44855	46717	48659	50685	52798
3-	42908	44620	46405	48267	50209	52235	54348
4-	44458	46170	47955	49817	51759	53785	55898
5-	46008	47720	49505	51367	53309	55335	57448
6-	47558	49270	51055	52917	54859	56885	58998
7-	50258	51970	53755	55617	57559	59585	61698
8-	52958	54670	56455	58317	60259	62285	64398
9-	55658	57370	59155	61017	62959	64985	67098
10-	58358	60070	61855	63717	65659	67685	69798
11-			64555	66417	68359	70385	72498
12-				69117	71059	73085	75198

Ph.D. Stipend 1842

APPENDIX D

EXTRA PAY SCHEDULE

Extra pay for specific assignments will be paid, subject to the following conditions:

If a person had extra pay contracts for the same activity for the 1981-82, 1982-83 and 1984-85 school years, and the scheduled payment for that position as provided in Appendix D of the 1981-83 Master Agreement was more than the payments listed in the 1983-84 or 1984-85 Schedules, then that person will receive the same payment that was received during the 1981-82 school year.

There are three exceptions to the conditions stated above:

1. Intramural supervisors will receive the rate of pay on the Extra Pay Schedule plus $100.
2. Middle School and High School instrumental music, vocal music, and drama activities have been subdivided into specific activities on the Extra Pay Schedules.
3. Elementary School instrumental and vocal music activities have been divided into two subdivisions on the Extra Pay Schedules: rehearsals and concerts. Rehearsal time of 45 hours and two concerts totaling 10 hours will be considered the appropriate responsibility for full payment of these co-curricular contracts.

In addition, except for athletic coaches, any person continuously employed in the same extra pay position prior to the 1985-86 school year shall receive the rate of pay which he/she received during the 1984-85 school year if that amount is more than the amount listed on the 1985-86 or 1986-87 extra pay schedules.

Except as noted below, the compensation for coaches or activity supervisors whose teams or individual participants advance in tournament play beyond the first level of competition shall be paid at the rate of $252.74 for head coach, and $198.57 for the assistants for each tournament level during the 2003-2005 school years. (See the High School Coaches' Handbook for implementation procedures.)

Compensation through the state tournament level is included in Appendix D salaries for music, debate, drama and forensics coaches, and only national competitions will satisfy additional compensation requirements. The regular season is considered the end of the first tournament level for football coaches.

Changes in extra duty compensation necessitated by the lengthening or shortening of an extra duty season shall be by mutual agreement of the District and E.E.A.

ACTIVITIES AND CLUBS

Activity and club advisors who meet requirements as listed below shall receive remuneration for a full season or full year's service. The amount shall be pro-rated where a partial year or season's service is rendered.

Upon agreement between the appropriate administrator and teacher, additional remuneration may be contracted for in instances where services exceed basic requirements.

Other activities may be established on a building-by-building basis. The teacher and administrator shall agree in advance on the requirements and number of hours. Remuneration shall be based on the corresponding hourly rate in Schedule D.

Note: Activities and clubs are to have at least eight (8) members, thirty (30) meetings per year, and must meet for a minimum of forty-five (45) minutes after school hours in order to qualify. The payment is pro-rated if membership drops below the requirement. Payment is to be made at the end of the activity. Funds shall be budgeted at the elementary level, contingent upon student participation and teacher interest for appropriate clubs.

STUDENT ASSISTANCE PROGRAM LEADERSHIP

At schools where Student Assistance Programs exist, coordinators and/or group leaders shall be compensated for program leadership.

GUIDANCE COUNSELORS

Grade 6-12: Compensation shall be based on full-time assignment and pro-rated by periods assigned, if less than full time.

A counselor may accumulate up to 22.5 hours of mutually agreed upon on-site time that can be taken as "comp" time during the normal school year. The work to be performed, time to be "banked" and scheduling of the "comp" time must receive prior approval of the principal.

GRADE LEVEL LEADER

The teachers and administration in each building shall annually determine whether grade level leaders or other leadership positions shall be utilized in the individual buildings. Positions shall be posted. In buildings where grade level leader positions are vacated, the duties of those positions shall not be assumed by teachers without remuneration.

STUDENT COUNCIL HEAD ADVISOR

In secondary schools where enrollment exceeds 800 pupils, the Student Council Head Advisor will receive 6th assignment extra pay in addition to the Schedule D pay.

The Student Council Head Advisor and Assistant shall report their activities and corresponding hours to their principal each month during the 2003-2004 school year and first semester of the 2004-2005 school year.

DEPARTMENT CHAIRS (Effective July, 2006)

When Department Chairs are employed, the following guidelines shall be followed:

I. The following ratios will be used to determine the compensation for Department Chairs.
Guidelines: High School Departments and Middle School Specials:

8.0 + FTE	$2,800
7.9 – 3.0 FTE	$2,400
2.9 – 1.9 FTE	$2,000
1.8 – 1.2 FTE	$1,200

Instructional areas are combined into Departments as follows:

Foreign Language – French, German, Latin, Spanish
Math and Computers (Separate computers from math at the middle schools)
Library and Learning Center
Physical Education & Health
Science and Nature Center
Special Education and At-Risk

For instructional areas with less than 1.2 FTE in a building, (for example FACE), the FTE will be aggregated across the middle and high schools and the payment will be distributed proportionately.

Middle School House Department Head Positions $2,000
(English, Social Studies, Science, and Math)

These are salary rates and are to be paid without regard to the hours actually worked. These rates include summer time for checking in inventory or other responsibilities before or after the school year.

II. Up to four (4) days of release time per Department Chair may be granted per year with approval of the building administrator. The building administrator and the Department Chair will work to coordinate the use of these days.

III. Department Chairs shall be appointed by the building principal with input from the teaching staff.

IV. The term of each Department Chair shall be for one (1) year. The term of a Department Chair may be renewed annually. Any teacher having completed at least one (1) year as Department Chair 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.

V. Reasonable effort will be made to comply with such requests. In the event such reasonable effort is unsuccessful, the Department Chair assignment may be reassigned for one (1) year.

VI. Duties to be performed are set forth in the job description.

Role of the Department Chair:

1. Serve as liaison for department policy, issues and direction with:
   - Principal
   - Coordinators
   - Other Departments
2. Schedule and conduct department meetings within the T-Day/D-Day structure.
3. Record minutes of department meetings.
4. Report directly to the Building Principal.
5. Represent the department in Department Chair meetings and curriculum planning committees relevant to their content area.
6. Coordinate with other buildings and levels for planning, curricular purposes and articulation.
7. Work with the department to develop the department schedule and teacher assignments-High School only.
8. Work with department to plan, develop and evaluate course offerings.
9. Represent or recommend a representative for the department hiring process.
10. Facilitate problem solving at the department level.
11. Be responsible for department budget and inventory.
12. Facilitate textbook adoption with appropriate department and best practices.
13. Work with the department to evaluate and align resources with curricular needs of the department and best practices.
14. Work with the department to align and prioritize resources for department needs including field trips, guest speakers and conferences. This function is performed by House Leaders at the middle school.

EXTRA PAY RATES

Athletics/Senior High/Boys	Hours	Years 1 - 3	Years 4 +
Baseball - Head	285	3135	3420
Baseball - Asst.	190	2090	2280
Basketball - Head	495	5445	5940
Basketball - Asst.	330	3630	3960
Cross Country - Head	300	3300	3600
Cross Country - Asst.	200	2200	2400
Football - Head	390	4290	4680
Football - Asst.	260	2860	3120
Golf - Head	255	2805	3060
Golf- Asst.	170	1870	2040
Soccer - Head	330	3630	3960
Soccer - Asst.	220	2420	2640
Swimming - Head	390	4290	4680
Swimming - Asst.	260	2860	3120
Tennis - Head	255	2805	3060
Tennis - Asst.	170	1870	2040
Track - Head	345	3795	4140
Track - Asst.	230	2530	2760
Volleyball - Head	300	3300	3600
Volleyball - Asst.	200	2200	2400
Wrestling - Head	405	4455	4860
Wrestling - Asst.	270	2970	3240
Hockey - Head	405	4455	4860
Hockey - Asst.	270	2970	3240
Athletics/Senior High/Girls			
Basketball - Head	495	5445	5940
Basketball - Asst.	330	3630	3960
Cross Country - Head	300	3300	3600
Cross Country - Asst.	200	2200	2400
Golf - Head	255	2805	3060
Golf - Asst.	170	1870	2040
Gymnastics - Head	465	5115	5580
Gymnastics - Asst.	310	3410	3720
Soccer - Head	300	3300	3600
Soccer - Asst.	200	2200	2400
Softball - Head	315	3465	3780
Softball - Asst.	210	2310	2520
Swimming - Head	390	4290	4680
Swimming - Asst.	260	2860	3120
Tennis - Head	255	2805	3060
Tennis - Asst.	170	1870	2040
Track - Head	345	3795	4140
Track - Asst.	230	2530	2760
Volleyball - Head	300	3300	3600
Volleyball - Asst.	200	2200	2400

EXTRA PAY RATES

Athletics/Senior High	Hours	Years 1 - 3	Years 4 +
Cheerleader - Head	378	4158	4536
Cheerleader - Asst.	252	2772	3024
Equipment Manager	320	3520	3840
Lancer/Spartanettes	378	4158	4536
Trainer - Fall	347	3817	4164
Trainer - Spring	280	3080	3360
Trainer - Winter	440	4840	5280
Athletics/Middle School/Boys			
Basketball - Head	240	2640	2880
Cross Country - Head	240	2640	2880
Cross Country - Asst.	192	2112	2304
Track - Head	240	2640	2880
Track - Asst.	192	2112	2304
Wrestling	240	2640	2880
Athletic/Middle School/Girls			
Basketball - Head	240	2640	2880
Cross Country - Head	240	2640	2880
Cross Country - Asst.	192	2112	2304
Track - Head	240	2640	2880
Track - Asst.	192	2112	2304
Activities/Senior High			
AFS	150	1650	1800
Audio/Visual Director	180	1980	2160
Band - Commencement	6	66	72
Band - Concert	5	55	60
Band - Contest	6	66	72
Band - Jazz Ensemble	45	495	540
Band - Marching	30	330	360
Band - Memorial Day	25	275	300
Band - Musical	25	275	300
Band - Pep	50	550	600
Band - Solo Ensemble	130	1430	1560
Bookstore - Limited	40	440	480
Class Chairperson - Frosh.	50	550	600
Class Chairperson - Soph.	50	550	600
Class Chairperson- Junior	140	1540	1680
Class Chairperson - Senior	175	1925	2100
Clubs	30	330	360
Debate - Head	375	4125	4500
Debate - Asst.	250	2750	3000
Decathlon - Head/National	190	2090	2280
Decathlon - Head/Qualifying	65	715	780
Decathlon - Head/Regional	100	1100	1200
Decathlon - Head/State	150	1650	1800
Decathlon - Resource	10	110	120

EXTRA PAY RATES

Activities/Senior High	Hours	Years 1 - 3	Years 4 +
Drama - 1 Act Play - Head	96	1056	1152
Drama - 1 Act Play - Asst.	64	704	768
Drama - 1 Act Play - Seamstress	30	330	360
Drama - 3 Act Play - Head	180	1980	2160
Drama - 3 Act Play - Asst.	120	1320	1440
Drama - 3 Act Play-Seamstress	60	660	720
FBLA	250	2750	3000
Forensics - Head	260	2860	3120
Forensics - Asst.	135	1485	1620
Intramurals - Head (Organizer)	75	825	900
Intramurals - Supervisor	240	2640	2880
Key Club	480	5280	5760
Key Club - Asst.	320	3520	3840
Lancer-Spartan Scholarship	50	550	600
Mu Alpha Theta	80	880	960
National Honor Soc. - Head	70	770	840
Newspaper Bus. Manager	80	880	960
Newspaper - Head	390	4290	4680
Spanish Honor Society	70	770	840
Student Council - Head	408	4488	4896
Student Council - Asst.	272	2992	3264
Vocal - Concert	5	55	60
Vocal - Ensemble	45	495	540
Vocal - Madrigal - Head	210	2310	2520
Vocal - Madrigal - Asst.	140	1540	1680
Vocal - Musical - Head	210	2310	2520
Vocal - Musical - Asst.	140	1540	1680
Vocal - Musical-Seamstress	60	660	720
Vocal - Solo Ensemble	160	1760	1920
Weight Room			
Strength & Conditioning	260	2860	3120
Weight Training-Summer	200	2200	2400
Yearbook - Head	390	4290	4680
Yearbook Bus. Manager	62	682	744

Activities/Middle School

Audio/Visual	200	2200	2400
Band - Concert	5	55	60
Band - Contest	6	66	72
Band - Jazz Ensemble	25	275	300
Band - Memorial Day	25	275	300
Band - Musical	25	275	300
Band - Pep	8	88	96
Band - Solo Ensemble	80	880	960
Bookstore	195	2145	2340

EXTRA PAY RATES

Activities/Middle School	Hours	Years 1 - 3	Years 4 +
Bookstore - Limited	40	440	480
Cheerleaders - Head	30	330	360
Clubs	30	330	360
Dance Coordinator	65	715	780
Drama - 1 Act Play - Head	63	693	756
Drama - 1 Act Play - Asst.	50	550	600
Drama - 3 Act Play - Head	63	693	756
Drama - 3 Act Play - Asst.	50	550	600
Drama - Pantomime - Head	40	440	480
Drama - Pantomime - Asst.	35	385	420
Forensics - Head	260	2860	3120
Forensics - Asst.	135	1485	1620
Intramurals - Head (Organizer)	25	275	300
Intramurals Supervisor	30	330	360
Publicity	25	275	300
Student Council - Head	408	4488	4896
Student Council - Asst.	320	3520	3840
Vocal - Concert	5	55	60
Vocal - Ensemble	25	275	300
Vocal - Musical - Head	160	1760	1920
Vocal - Musical - Asst.	128	1408	1536
Vocal - Musical - Dir. Accomp.	35	385	420
Vocal - Musical - Dir. Tech.	35	385	420
Vocal - Solo Ensemble	80	880	960
Yearbook - Head	75	825	900
Yearbook - Bus. Manager	32	352	384

Activities/Elementary

Band - Concert	5	55	60
Band - Rehearsals	45	495	540
Clubs	30	330	360
Drama	36	396	432
Intramurals - Head (Organizer)	20	220	240
Intramurals Supervisor	36	396	432
Newspaper - Head	91	1001	1092
Vocal - Concert	5	55	60
Vocal - Rehearsals	45	495	540

Supervision/Senior High

Ann/Score/Time/Stat-to 2 Hrs.	33.31
Ann/Score/Time/Stat-2-5 Hrs.	49.99
Ann/Score/Time/Stat-5+ Hrs.	74.99
Chaperon/Supv.-to 4 Hrs.	33.31
Chaperon/Supv.-to 4+ Hrs.	49.99

EXTRA PAY RATES

Supervision/Senior High	Hours	Years 1 - 3	Years 4 +
Detention Supervisor	60	660	720
Event Organizer - to 2 Hours		33.31	
Event Organizer - 2-5 Hours		49.99	
Event Organizer - 5+ Hours		74.99	
Game Manager - to 5 Hours		61.09	
Game Manager - 5+ Hours		91.65	
Guidance Counselor	130	1430	1560
Web Coordinator	108	1188	1296

Supervision/Middle School			
Ann/Score/Time/Stat-to 2 Hrs.		33.31	
Ann/Score/Time/Stat-2-5 Hrs.		49.99	
Ann/Score/Time/Stat-5+ Hrs.		74.99	
Athletic Director	135	1485	1620
Bus Supervision	54	594	648
Chaperon/Supv. - to 4 Hrs.		33.31	
Chaperon/Supv. - 4+ Hrs.		49.99	
Event Organizer - to 2 Hrs.		33.31	
Event Organizer - 2-5 Hrs.		49.99	
Event Organizer - 5+ Hrs.		74.99	
FACE (1998-99)	96	1056	1152
Guidance Counselor	85	935	1020
Grades 7 & 8 House Leader*	360	3960	4320
Grade 6 House Leader*	230	2530	2760
Web Coordinator	60	660	720
***Effective 2006-2007**			
House Leader -Two (2) Teachers	180	2160	2400
House Leader -Three (3) Teachers	225	2880	3200
House Leader -Four (4) Teachers	270	3420	3800

EXTRA PAY RATES

Supervision/Elementary	Hours	Years 1 - 3	Years 4 +
Bus Supervision	54	594	648
Cafe Supervision per sem.		941	
Chaperon/Supv. - to 4 Hrs.		33.31	
Chaperon/Supv. 4+ Hrs.		49.99	
Computer Coordinator	40	440	480
Leadership Positions (To be distributed among a minimum of 3 individuals)	312	3432	3744
Lunch with Class per sem.		315.18	
Playground Supv. per sem.		941.46	
Science Materials Coordinator (1-20)	25	275	300
Science Materials Coordinator (20+)	40	440	480
Specialist Representative	30	330	360
Web Coordinator	40	440	480
Building Leadership (IRT & Reading)	182	2002	

Supervision/District			
Recycling Coordinator	200	2200	2400
Wellness Coordinator	400	4400	4800
Mentor Activities	10	110	110

District Resource Teacher from 170 hours or 1/2 period to 340 hours or 1 period as needed.

APPENDIX E

EXTRA PAY REPORT FORMS

Instructions to complete Extra Pay Reports: Forms A, B, C and D.

I. **Seasonal Activities Report (Form A)**

Form A is to be used for payment of Extra Pay seasonal activities. Examples: interscholastic, intramural, music, speech, drama, etc.

Form A is to be completed by teachers at the conclusion of their activity and turned into the principal's office. The building principal will approve the report. Each school office will then complete, in duplicate, a Principal's Summary Report for Form A. The original Principal's Summary Report will be sent to the Business Office for payment. Payment will be made on the payday following submission to the Business Office. The duplicate Principal's Summary Report, with the detailed Form A, is to be retained in the office of each school.

If a teacher is unable to complete the assignment, or if the seasonal activity is terminated, the teacher shall receive a prorated payment.

II. Yearly Activities Report (Form B)

Form B is to be used for payment of Extra Pay for yearly activities. Examples: Department Chairpersons, Grade Level Leaders, Guidance, Yearbook, Newspaper, Class Chairpersons, Student Council, etc.

Form B is to be completed by teachers at the end of each semester and turned into the principal's office. The building principal will approve the report. Each school office will then complete, in duplicate, a Principal's Summary Report for Form B. The original Principal's Summary Report will be sent to the Business Office for payment. Bi-annual payments will be made on the payday following the end of each semester. The duplicate Principal's Summary Report, with the detailed Form B, is to be retained in the office of each school.

If a teacher is unable to complete the assignment, or if the activity is terminated, the teacher shall receive a pro-rated payment.

III. Clubs, Monthly Time and Attendance Report (Form C)

Each teacher who is a club advisor is to complete Form C by the first Friday of each month. Form C is to be returned by the teacher to the Principal for approval. At the end of each semester, a Principal's Summary Report, in duplicate, is to be completed by each school office. The original of the Principal 's Summary Report is to be forwarded to the Business Office for payment. Payment will be made on the payday following the end of each semester. If the activity has been completed before the end of the semester, payment will be made on the payday following submission to the Business Office. The duplicate of the Principal's Summary Report, with the detailed Form C, is to be retained in the office of each school.

If the teacher is unable to complete the club assignment, or if the club is terminated, the teacher shall receive a pro-rated payment.

IV. Extra Services (Form D)

Upon completion of extra services, Form D is to be completed by the teacher and turned in to the Principal's Office for approval. Monthly, each school office will complete, in duplicate, a Principal's Summary Report for Form D. The original Principal's Summary Report is to be sent to the Business Office by the second Friday of each month. Payment will be made in the month following the rendering of service at the rate provided in Appendix D. The duplicate Principal's Summary Report, with the detailed Form D, is to be retained in the office of each school.

APPENDIX F

School District of Elmbrook

EXTRA DUTY ASSIGNMENT FORM

Based upon present staff assignments in the_____
name of school

building, your extra assignment during the _____will be
school year

_____for _____at
job title number of hours

_____rate of pay.

It is understood that if changes occur before the start of the activity/duty the extra duty assignments may be altered or eliminated.

Whenever possible, when changes need be made, an equal or comparable assignment will be given.

Teacher _____

Date_____Principal_____

Years of experience: (Circle number)

1 2 3 4 5 6 7 8 9 10 11 12 13

Form Extra Duty (Rev. 12-85)

TO: Elmbrook Administrative Staff Members

FROM: Dr. Matt Gibson, Superintendent of Schools

DIRECTIONS:

Triplicate copies of the above form will be distributed to the faculty members concerned with their teaching contract to be returned to the principal's office with the contract. Lists of the teachers assigned will be submitted to the Assistant Superintendent-Human Resources by April 30 of each year.

When changes become necessary, the teacher concerned and the Assistant Superintendent-Human Resources will be informed as soon as possible. The above form will be used with the contract.

White - Teacher's copy; Yellow - Principal's Copy; Pink - Business Office Copy; Gold - Human Resources Office

FORM 153 Rev. 11/93

APPENDIX G-1

POST-OBSERVATION REPORT FORMAT

Teacher _____ **Administrator** _____

_____	_____	_____	_____
Grade	Class	School	Date

I. Lesson Summary

A lesson summary is a report that specifically describes behaviors observed in a classroom. It identifies actions of the teacher or students that were heard or seen.

Examples:
1. What was the content taught?
2. What were the activities undertaken by the students?
3. What was the objective of this lesson?
4. How was information presented to the class?
5. What were the students asked to do during the lesson?
6. How was student performance assessed?

II. Conference Summary

A conference summary specifically describes what was discussed in the conference and states plans for future action. It validates the information shared by the administrator and teacher and provides in writing for the teacher a reiteration of
what was discussed in the conference.

Examples:
1. What data from the lesson was reviewed in the conference?
2. What aspect of instruction did the conference deal with?
3. What reinforcement was provided by the administrator to the teacher?
4. What instruction was provided by the administrator to the teacher?
5. What alternative teaching behaviors were generated?
6. What did the administrator do to insure that the teacher understood the instruction presented?

III. Future Plans

The future plans segment specifically lists responsibilities to be assumed by both the teacher and administrator as a result of the conference.

Examples:
1. What will the teacher do as a follow-up to the conference?
2. When will this behavior be completed?
3. How will the administrator know the behavior was completed?
4. What will the administrator do in the future?
5. Is the report signed and dated by the teacher? By the administrator?

VI. Teacher Responses

This provides the opportunity for the teacher to respond in writing to the conference or report, expressing his/her views/concerns.

Signatures: Teacher_____Administrator_____

Date_____

APPENDIX G-2

FINAL REPORT

In the final report, the information gathered and shared in previous conferences will be summarized. Also included may be topics from other areas of responsibility previously not covered in conferences and written reports.

Format:

Instruction:

Summarize previous reports and new material that deal with classroom instruction used to promote student learning.

Management:

Summarize the procedures used or needed for maintaining an appropriate learning environment.

Other Responsibilities:

This part of the final report addresses the responsibilities that are expected as part of the employment obligation and being a professional staff member.

Teacher Response:

This provides the opportunity for the teacher to respond in writing to the conference or report expressing his/her views/concerns.

Signatures:

Teacher_____

Administrator_____

Date_____

APPENDIX H

HEALTH INSURANCE BENEFITS

1. Full Diagnostic and lab (out-patient).
2. Full supplemental accident
3. Full hospital expense and surgical (12 month period) in Network Hospital
4. Nursery charges shall be included under full hospital expense in Network Hospital
5. Major Medical expense benefit - $1,000,000 lifetime maximum ($100 deductible single: $200 deductible family).
6. Pregnancy to be treated as illness.
7. Dependent coverage for qualified dependent child from birth through the calendar year in which he/she reaches age 25, or for life if child is retarded or physically handicapped.
8. Nervous and Mental: Inpatient: Day limit of 120 days for inpatient hospitalization for mental health care in any one calendar year not to exceed 210 days in any two contiguous calendar year periods. Outpatient: 80% outpatient psychiatric after the State mandate to a maximum benefit payment of $5,000 per year.
9. Pre-Admission Review and Second Opinion Program - penalty of 25% of covered benefits to a maximum of $250.
10. TMJ (Temporomandibular Joint Syndrome).
11. Routine physicals.

Exclusions

1. Dental services, except expenses for necessary services for correction of damage caused by accidental injury while insured and expenses for hospital room and board and other special hospital services while a registered bed patient.
2. Cosmetic surgery or treatment, except expenses for necessary services for correction of damage caused by accidental injury while insured.
3. Eyeglasses and hearing aids or examination for prescription or fitting.
4. Expenses from injury or sickness caused by an act of war.
5. Services for which the person receiving them is not required to make payment, or where payment is made and thereafter it is established that the person was otherwise reimbursed therefor.
6. Experimental procedures.
7. Expenses incurred prior to the effective date of the individual's insurance.
8. Artificial hearts.

APPENDIX I
DENTAL INSURANCE BENEFITS

100% Coverage

1. Semi-annual Exam
2. Bitewing X-rays
3. Prophylaxis and Scaling
4. Fluoride Treatment, under age 19, one treatment per year
5. Full Series X-rays, (24 months)
6. Anesthesia
7. Extractions
8. Oral Surgery
9. Fillings
10. Space Maintainers & Repairs, under 19
11. Root Canal Therapy
12. Periodontic Treatment

80% Coverage

Inlays, Onlays, Porcelain Jackets and Cast Crowns, Bridgework, and Dentures. (See Dental Policy for limitations)

50% Coverage

Orthodontics - All procedures.

Limits

1. Benefits paid will not exceed usual and customary charge.
2. $2,000 maximum benefit per person per group contract year for all procedures except orthodontics.
3. $1,500 life time maximum per person for orthodontics.

Exclusions

1. Any service rendered before coverage on account of the person who receives such services became effective.
2. Treatment other than by a licensed dentist and licensed physician, except that scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of and billed for by the dentist.
3. Services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures.
4. Replacement of lost, missing or stolen prosthetic device.
5. Repair of an orthodontic appliance.
6. Any services which are covered by any worker's compensation laws or employer's liability laws, or services which an employer is required by law to furnish in whole or in part.
7. Services or supplies for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of dental expense coverage.
8. Services or supplies which are not necessary, according to accepted standards of dental practice.
9. Services or supplies which do not meet accepted standards of dental practice, including charges for services or supplies which are experimental in nature.
10. Any duplicate prosthetic device or any other duplicate appliance.
11. Sealants (materials, other than fluorides, painted on the grooves of the teeth in an attempt to prevent further decay), and for oral hygiene and dietary instruction.
12. A plaque control program (a series of instruction on the care of the teeth).
13. Periodontal splinting.
14. Services to the extent that such services, or benefits for or because of such services, are otherwise provided under the Plan or under any other plan which the Employer (or any company subsidiary to or affiliated with the Employer) contributes to or otherwise sponsors.
15. Myofunctional therapy, or correction of harmful habits.
16. Implantology.
17. Expenses for services other than those specifically indicated as covered.
18. Charges associated with the initial installation of dentures or bridgework replacing a tooth or a group of teeth, which were lost prior to the effective date of your insurance coverage.
19. Temporomandibular joint syndrome (covered under health insurance plan).

APPENDIX J
TEACHER GRIEVANCE FORM

Grievant_____

STEP A: ORAL DISCUSSION OF GRIEVANCE WITH PRINCIPAL_____
Date

PROVISION OF MASTER AGREEMENT ALLEGEDLY VIOLATED:

_____

STATEMENT OF GRIEVANCE _____

_____

REMEDY SOUGHT _____

_____

_____

STEP B: WRITTEN GRIEVANCE SUBMITTED TO PRINCIPAL, ASST. SUPT.-HUMAN RESOURCES OR THE SUPERINTENDENT AND E.E.A. BUILDING REPRESENTATIVE, TRI WAUK UNISERV DIRECTOR.

_____
Date

_____ASST. SUPERINTENDENT'S ANSWER:_____
Date

_____

_____

_____

_____

Signature of Assistant Superintendent_____

. . . . . .

Assistant Superintendent's Answer _____is satisfactory to Grievant and/or E.E.A.

_____is not

_____
Signature of Grievant and/or E.E.A. Representative Date

STEP D:

INSTITUTE ARBITRATION _____
Date

_____
Signature of Grievant and/or E.E.A. Representative

_____
Signature of Authorized School Board Agent

. . . . . .

ADDITIONAL INFORMATION:

APPENDIX K

SCHOOL DISTRICT OF ELMBROOK

Course and/or Inservice Credit Approval

(in duplicate)

_____ _____ _____/_____/_____
Teacher's Name *School* *Date*

I hereby request approval of my plans to take the following courses:

Course and/or Inservice Credit	No. of Course	No. of Credits	School	Year
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____

❑ Approved ❑ Not Approved _____ _____/_____/_____
Principal of School *Date*

❑ Approved ❑ Not Approved _____ _____/_____/_____
Superintendent or Representative *Date*

Completion of Form 107 is necessary for all courses that staff members anticipate taking for credit and salary considerations.

DIRECTIONS:

1. Form 107 is to be completed in duplicate by the teacher.
2. The two copies of the form are to be forwarded to the building principal.
3. The principal will forward the two copies to the Superintendent or his designated representative.
4. Both copies will be returned to the building principal.
5. The original copy of the form is placed in the teacher's file. The duplicate copy of the form is returned to the teacher.
6. Inservice credit information may be entered on lines 1, 2, and 3 in explanation of credit granted.

FORM 107

APPENDIX L
CREDIT EQUIVALENCY PROGRAM APPROVAL FORM

This form is to be filled in duplicate by teachers requesting approval for credit equivalency programs leading to salary schedule lane changes under 5.1.3.1 of the Master Agreement. Upon completing the form, teachers should submit both copies to the designated EEA representative, who, upon approval, will forward the copies to the assistant superintendent, human resources for further approval. Both copies will be returned to the teacher: one for the teacher, and one to be placed in the teacher's personnel file in his/her building.

1. Program Methods and Duration: Indicate the number of hours to be spent in each of the following areas:

_____ technical school courses_____scheduled workshops, seminars, conferences

_____ teacher-arranged instruction_____ related work experience

2. Number of credits to be issued upon completion of this program:

3. Other Specifics of the Program: Include here a brief description of the program. State pertinent dates, places, hours, contact people, instructors, supervisors, goals, and objectives to the extent that they are known at this time.
_____
_____

4. Verification of Program Completion: State how it will be verified that the program has been completed, (e.g. technical school grade report, certificate, statement from employer, etc.)
_____
_____

To the best of my knowledge, neither the program described herein nor any comparable program is currently offered for credit at local colleges or universities. Therefore, I request approval for credit as specified, toward a salary schedule lane change.

_____ _____
Teacher Signature Date

_____
Building

Approved _____ Approved _____

Disapproved _____ Disapproved _____

_____ _____
EEA Representative Asst. Superintendent-Human Resources (Designee)

_____ _____
Date Date

APPENDIX M
CREDIT EQUIVALENCY PROGRAM COMPLETION/VERIFICATION FORM

This form is to be filed in duplicate by teachers completing credit equivalency programs leading to salary schedule lane changes under 5.1.3.1 of the Master Agreement. Upon completing the form, teachers should submit both copies to the Assistant Superintendent, Human Resources to verify completion of a program. Both copies will be returned to the teacher: one for the teacher, and one to be placed in the teacher's personnel file in his/her building.

Check any of the following which you have completed as part(s) of a Credit Equivalency Program. Beneath any category you check, state the course(s), workshop(s), seminar(s), conference(s), teacher-arranged instruction, or related work experience which you have completed. Also, state by whom the course(s), workshop(s), etc. were given, when you completed each, and how many credits or hours you wish to verify completing:

_____ TECHNICAL SCHOOL COURSES
_____
_____
_____

_____ SCHEDULED WORKSHOPS, SEMINARS, CONFERENCES
_____
_____
_____

_____ TEACHER-ARRANGED INSTRUCTION
_____
_____
_____

_____ RELATED WORK EXPERIENCE
_____
_____
_____

_____
Teacher Signature

_____
Building

. . . . . .

VERIFICATION STATEMENT
Number of credits earned through this program: _____

Number of additional clock hours earned beyond these credits: _____
These hours, numbering fewer than fifteen (15), may be applied toward the earning of a credit in the future.

Number of related work experience hours beyond these credits: _____
These additional hours, numbering fewer than forty (40), may be applied toward the earning of a credit in the future.

_____ _____
Date Asst. Superintendent, Human Resources

APPENDIX N

DAMAGED PROPERTY FORM

Name _____ School Building _____

Date: _____

Complete the following:

Item Damaged: _____

Value: _____

Describe completely how the item was damaged.

_____

_____

_____

_____

_____

Attach a copy of your receipt for the replacement item or for the repair of the damaged item.

Return all to the Assistant Superintendent /Human Resources.

APPENDIX O

ELMBROOK SCHOOLS
School District of Elmbrook

Salary Payments Election Form–10 Month Employees

Directions: To make a change, employees must submit completed form to the Payroll Department no later than August 1st of the current school year.

Beginning Year Hires: Form must be completed prior to September 5 for choice.

Mid-Year Hires: Automatically placed on 20-pay schedule. (Includes Late Beginning Year Hires)

Name_____ Location_____

I choose the following number of pay periods commencing with the _____ school year.

❑ 24 I will receive pay from September 15 through August 31st. (Advise of deposit will be mailed home for June 30 through August 31 pay dates.)

❑ 20 I will receive pay from September 15 through June 30th. (Advise of deposit will be mailed home for June 30 pay date.)

Signature_____ Date_____/_____/_____

This form will not be processed without a signature and date.

Please Note: The information reported on this form will be in effect for the entire school year and thereafter, until the Payroll Department is notified of a change by completing a new form.

Verified_____ Date_____/_____/_____

White - *Payroll;* **Canary -** *Insurance;* **Pink -** *Human Resources;* **Gold -** *Employee*

Do not separate form • Return all copies to payroll • Processed form copy will be forwarded to employee

FORM 2700.5/14/99

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