

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

RIVER VALLEY EDUCATION ASSOCIATION,	:	
	:	
Complainant,	:	Case IV
	:	No. 28501 MP-1246
vs.	:	Decision No. 18993-B
	:	
RIVER VALLEY SCHOOL DISTRICT,	:	
	:	
Respondent.	:	
	:	

Appearances:

Mr. David B. Nance, Attorney at Law, 618 Division Street, Madison, Wisconsin 53704, appearing for the Complainant.
Mr. John N. Kramer, Attorney at Law, 1038 Lincoln Avenue, Fennimore, Wisconsin, 53809, appearing for the Respondent.

ORDER MODIFYING FINDINGS OF FACT

The undersigned Examiner having, on June 4, 1982, issued Findings of Fact, Conclusion of Law and Order in the above matter; and a relevant clause from the parties' collective bargaining agreement having been inadvertently omitted from the Findings of Fact; the Examiner hereby modifies Finding of Fact No. 4 to read as follows:

4. That Complainant and Respondent are parties to a collective bargaining agreement, herein the Agreement, effective for the 1980-81 and 1981-82 school years, which among its provisions contains the following:

ARTICLE 3. MANAGEMENT CLAUSE:--

The Board of Education on its own behalf, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by applicable law, rules, and regulations to establish the framework of school policies and projects including but without limitation because of enumeration, the right:

- A. To the executive management and administrative control of the school system and its properties, programs and facilities, and the activities of its employes during working hours.
- B. To employ and re-employ all personnel and, subject to the provisions of law or State Department of Public Instruction regulations, determine their qualifications and their work assignments. In considering the above, the recommendations of the administration will be taken in to account.
- C. To establish and supervise the programs of instruction, selection of textbooks and other teaching materials, the use of teaching aids, class schedules, hours of instruction, and length of school year.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and Wisconsin Statutes; and then only

to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin.

. . .

18. TEACHING LOAD:

- A. No teacher in the junior or senior high school shall be assigned more than five (5) teaching assignments with one non-teaching assignment or with the teacher's consent six (6) teaching assignments and non-teaching assignments. No teacher shall have more than three preparations if at all possible. Assignment of the above classes shall be at the discretion of the Administration.
- B. Whenever conditions require a teaching load in excess of that provided therein, the teacher shall receive additional compensation equivalent to fourteen and two-sevenths per cent (14-2/7%) of that teacher's salary on schedule for each assignment beyond those provided therein and will be paid only to those teachers who give up their preparation period with their approval.
- C. It is recommended that class size be considered when scheduling classes K through 12. It is further recommended regular classes try to maintain a maximum of 25 students; fewer students in areas where equipment determines usable class size, such as labs, shop, home economics, etc.

. . .

30. REDUCTION CLAUSE:

When the Board in its discretion determines to eliminate a teaching position because of a decrease in enrolment, (sic) budgetary or financial limitations, educational program changes or to reduce staff for reasons other than the performance or conduct of the teacher, the administration will, on an individual basis and in comparison with other teachers, evaluate and recommend to the board which teacher or teachers are to be nonrenewed in accordance with the following guidelines:

In determining a reduction in staff, the following steps shall be followed in making a decision as to nonrenewal:

- I. The department for the reduction in staff shall first be identified.

- A. The term "department" in the River Valley School District is defined as follows:

Grades 10 - 12

(Categories same as listed under Grades 7 - 9)

Grades 7 - 9

(Industrial Arts)


- C. Only teachers within the department identified shall be considered for nonrenewal.
- D. Any teacher of a combination grade classroom who is only partially within a department because of the combination shall be considered fully in the department for the purposes of staff reduction.

. . .

The remainder of the Findings of Fact, the Conclusion of Law, Order and Memorandum are unchanged.

Dated at Madison, Wisconsin this 7th day of June, 1982.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By  _____
Christopher Honeyman, Examiner