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**MASTER CONTRACT AGREEMENT**

**Between**

**THE BOARD OF EDUCATION  
THE SCHOOL DISTRICT OF WAUKESHA  
WAUKESHA, WISCONSIN**

**And**

**THE EDUCATION ASSOCIATION OF WAUKESHA**

**2003 – 2004      2004 – 2005**

**June 3, 2003**



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1 ARTICLE I

2  
3 PURPOSE AND INTENT

- 4  
5 1.01 The Board of Education of The School District of Waukesha and the Education Association of  
6 Waukesha recognize that the development and operation of the educational programs of the highest  
7 quality are for the benefit of the students and the community of Waukesha. This is a responsibility  
8 which, for its effective discharge, requires consultation among the School Board, the Superintendent  
9 and members of the faculty speaking through their representatives.  
10  
11 1.02 The Board of Education and the Education Association of Waukesha recognize their responsibilities  
12 toward each other and the community for negotiating in good faith and asking agreement on matters  
13 regarding wages, hours and conditions of employment and neither will demean the process. The  
14 ultimate aims of education are the continued development and implementation of quality in our  
15 educational program and the constant welfare of the children.  
16  
17

18 ARTICLE II

19  
20 RECOGNITION

- 21  
22 2.01 "The Board of Education of the School District of Waukesha recognizes the Education Association of  
23 Waukesha as the exclusive representative on matters of wages, hours and conditions of employment  
24 for all full-time and regular part-time teachers, guidance counselors, librarians, psychologists, social  
25 workers, speech and language pathologists, occupational therapists, physical therapists and special  
26 education itinerants, but excluding aides, substitute teachers, secretarial, custodial, maintenance,  
27 lunch program, supervisory and all other employees."  
28  
29

30 ARTICLE III

31  
32 AGREEMENT

- 33  
34 3.01 When a substantive agreement is reached, it shall then be made in writing and submitted for  
35 ratification to the Board and to the Association. Upon approval by both parties, it shall be signed by  
36 their respective presidents and secretaries and shall be binding on both parties.  
37  
38 3.02 If any sections of this Agreement or any addenda thereto should be held invalid by operation of law  
39 or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or  
40 addenda should be restrained by such tribunal, the remainder of this Agreement and addenda thereto  
41 shall not be affected thereby, and the parties shall enter into negotiations as soon as possible for the  
42 purpose of arriving at a mutually satisfactory replacement for such (invalid) section(s).  
43  
44

45 ARTICLE IV

46  
47 BOARD'S RIGHTS CLAUSE

- 48  
49 4.01 The Board on its own behalf, and on behalf of the electors of the District, retains and reserves unto  
50 itself all the powers, rights, authority, duties and responsibilities conferred upon and vested in the  
51 Board by the laws and Constitution of the State of Wisconsin and the United States.  
52  
53 4.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the  
54 adoption of rules, regulations, and practices; and the use of judgement and discretion in connection

55 therewith shall be the responsibility of the Board subject to the terms of this agreement and the laws  
56 and Constitution of the State of Wisconsin and the United States.

- 57  
58 4.03 The Board recognizes that the involvement of the professional staff is important to the development  
59 and implementation of a quality educational program, particularly in the area of curriculum and  
60 instruction. The Board agrees that as a process to promote this involvement, periodic meetings will  
61 be held between the administration and representatives assigned by the EAW. This agreement to  
62 meet and confer is not to be construed to amend in any way the rights and responsibilities of the  
63 Board or the EAW under the provisions of 111.70 or this Agreement.

64  
65  
66 **ARTICLE V**

67  
68 **ASSOCIATION RIGHTS**

- 69  
70 5.01 The Association shall have access to any public records held by the District.

- 71  
72 5.02 The Association shall have the opportunity to use the following School District facilities. Such use  
73 shall not occur during the school day or impair normal District operations.

- 74  
75 a. The use of school buildings for meetings - Approval for use shall be secured from the building  
76 principal in advance of the use. If the facilities requested require the use of services not normally  
77 operating (air conditioning, after hours custodial service, etc.) the Association shall pay the cost  
78 of such services.  
79  
80 b. The use of typewriters, ditto, or other office machines. The cost of materials and supplies used  
81 shall be paid by the Association to the Board.  
82  
83 c. The use of a school bulletin board for the posting of Association notices, the District delivery  
84 service and school mailboxes for distribution of communications to employees.

- 85  
86 5.03 The Association President shall receive copies of the agenda and the official minutes of the Board of  
87 Education.

88  
89 The District shall provide the Association President with a paid half-time release to perform  
90 Association duties.

- 91  
92 a. The Association will reimburse the District for the costs of the salary and fringe benefits of the  
93 replacement teacher. The replacement teacher shall be hired under the provisions of Article XXII  
94 of this agreement. The President shall have input as to the selection of the replacement teacher.  
95  
96 b. The release time President shall accrue all rights of employment as a full-time employee (i.e.  
97 advancement on salary schedule, insurance benefits, retirement, etc.)  
98  
99 c. Although released part-time, the President shall perform all duties of a full-time teacher with  
100 relation to attendance at parent/teacher conferences and staff meetings.  
101  
102 d. Section 5.04 (Association President release time) will be extended until June 30, 2004. After  
103 June 30, 2004, it will be extended to coincide with the dates of subsequent Master Contract  
104 Agreement renewals unless either party requests a review. The review must be requested, in  
105 writing, prior to March 1 of the year of the Master Contract Agreement expiration. The parties  
106 shall enter into discussions on this issue as soon as possible for the purpose of reaching a  
107 mutually  
108 agreeable conclusion. If no conclusion is reached, this section (Association President Release

109 Time) will sunset.

110

111 5.05 The Association shall be given the opportunity, at the conclusion of building faculty meetings, to  
112 present reports and announcements.

113

114 5.06 At the beginning of each school year, the Association shall be credited with 10 days to be used by the  
115 officers of the Association or their designees for Association business. The use of these days shall be  
116 at the discretion of the Association but shall require 24 hours notice to the Superintendent of Schools,  
117 or if less than 24 hours notice, with the consent of the Superintendent. The Association shall  
118 reimburse the District for the salary of the teacher released for Association business when a substitute  
119 is hired. No employee shall be released under this section for more than two (2) consecutive days.

120

121 5.07 The Association shall not use a District facility in the preparation or dissemination of materials which  
122 are libelous or slanderous to members of the Board, its officers or agents.

123

124

## 125 ARTICLE VI

### 126 DISCRIMINATION

127

128

129 6.01 It is mutually agreed that there shall be no coercion, intimidation, or discrimination practiced by the  
130 Education Association of Waukesha or its members, or the Board or its members, against any  
131 employee because of membership or non-membership in the Education Association of Waukesha.

132

133 6.02 The Board agrees that there shall be no coercion, intimidation, or discrimination by the Board or its  
134 members against any member or officer of the Association because of activities on behalf of the  
135 Association. No Association activities which will interfere with the employee's duties or the orderly  
136 operation of the school, will be conducted during the work day.

137

138 6.03 The Association agrees that there shall be no coercion, intimidation, or discrimination by the  
139 Association or its members against the Board, its members, or its agents, because of activities by  
140 these parties on behalf of the Board.

141

142 6.04 The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be  
143 applied without regard to age, sex, religion, race, national origin or marital status.

144

145

## 146 ARTICLE VII

### 147 DEFINITIONS

148

149 7.01 As used in this Agreement:

150

151 a. Board shall mean Board of Education of the School District of Waukesha.

152

153 b. Superintendent shall mean the Superintendent of Schools of the School District of Waukesha.

154

155 c. Association shall mean the Education Association of Waukesha.

156

157 d. Teacher shall mean all full time or regular part time certified Classroom Teachers.

158

159 e. Counselors shall mean all full time or regular part time certified Guidance Counselors.

160

161 f. Social Workers shall mean all full time or regular part time certified Social Workers.

162

- 163  
164 g. Psychologists shall mean all full time or regular part time certified Psychologists.  
165  
166 h. Speech and Language Pathologists shall mean all full time or regular part time certified Speech  
167 and Language Pathologists.  
168  
169 i. Occupational and Physical Therapists shall mean all full time or regular part time certified  
170 Occupational and Physical Therapists.  
171  
172 j. Special Education Itinerants shall mean all full time or regular part time certified Vision or  
173 Hearing Impaired Teachers serving students on an itinerant basis.  
174  
175 k. Employee shall mean all members of the unit included in Article II.  
176  
177 l. Every reasonable effort and rule of reason shall mean what reasonable people would do in a  
178 particular set of circumstances.  
179  
180

## ARTICLE VIII

### GRIEVANCE PROCEDURE

- 181  
182  
183  
184  
185 8.01 This grievance procedure is designed to insure adequate and appropriate solution of grievances, as  
186 hereinafter defined, at the lowest possible administrative level.  
187  
188 8.02 A grievance is defined as an alleged violation regarding the interpretation or application of any of the  
189 provisions of this Agreement.  
190  
191 8.03 A complaint is any matter of dissatisfaction which an employee has with any respect of his/her  
192 employment which does not involve any grievance as defined in 8.02. It is recognized by the parties  
193 that employees who feel that they have a justifiable complaint may register this complaint with the  
194 principal or immediate supervisor. Such complaint shall be extended in writing. In the event that the  
195 employee is dissatisfied with the principal's or immediate supervisor's response, the complaint may  
196 be brought to the Executive Director of Human Resources.  
197  
198 8.04 The term "days" when mentioned in this grievance procedure shall mean working days; thus,  
199 weekends or non-employment days are excluded. The first day shall be the next complete working  
200 day following receipt of the grievance by the appropriate party or receipt of an answer by the  
201 aggrieved. The grievance must be submitted within twenty (20) days of the incident which gives rise  
202 to the problem. Each occurrence of a disputed interpretation or application constitutes a new  
203 grievance. Disputed pay practices are subject to legal limits.  
204  
205 8.05 Initiation or withdrawal of a grievance shall in no way reflect upon the employee's professional  
206 standing or loyalty to the school, department, or other organizations to which he/she is responsible.  
207 Neither shall it be considered a reflection upon his/her supervisor, or upon the general administration  
208 of the School or Department. All parties to a grievance must be assured of freedom from restraint,  
209 coercion, discrimination or reprisal.  
210  
211 8.06 Since it is important that grievances be processed as rapidly as possible, the number of days indicated  
212 at each level should be considered as a maximum and every reasonable effort should be made to  
213 expedite the process. The time limits specified may, however, be extended by mutual agreement.  
214  
215 8.07 In the event that a grievance is filed at such a time that it cannot be processed through all of the steps  
216 in this procedure by the end of the school term, the parties will, upon receipt of written request of the

217 alleged aggrieved, make an effort to reduce the time limits set forth herein so that the grievance  
218 procedure may be exhausted prior to the end of the school term if possible.

219  
220 8.08 In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure  
221 cannot be provided to pursue the grievance to all levels of the appeals, then said grievance shall be  
222 resolved in the new school term in September under the terms of the Agreement in effect at the time  
223 the grievance was initiated.

224  
225 8.09 When used in 8.09, the aggrieved shall mean "the grievant and/or Association Representative". Any  
226 grievance as defined in paragraph 8.02 above, shall be processed as follows:

227  
228 a. Step 1 - Within twenty (20) days of the incident that gives rise to the problem, the aggrieved  
229 party shall present the grievance orally to the principal or immediate supervisor. (8.04)

230  
231 b. Step 2 - If the response of the administrator does not satisfactorily resolve the grievance in Step  
232 1, it shall be presented by the aggrieved to the principal or immediate supervisor within five (5)  
233 days of the administrator's Step 1 response. At this and all succeeding steps, such advancement  
234 of the grievance shall be in writing as outlined in Section 8.13 of the Agreement. The principal  
235 or immediate supervisor shall respond in writing within five (5) days of receipt of the grievance.

236  
237 c. Step 3 - If the grievance is not resolved satisfactorily under Step 2 above, it shall be advanced to  
238 the Superintendent, or his/her designee, within five (5) days of receipt of the administration's  
239 response in Step 2 above. The Superintendent, or his/her designee, shall respond in writing  
240 within five (5) days of receipt of the grievance.

241  
242 d. Step 4 - If the grievance is not resolved satisfactorily under Step 3 above, it shall be advanced by  
243 the aggrieved to the Board of Education within five (5) days of receipt of the Superintendent's  
244 response in Step 3 above. Within twenty (20) days of receipt of the grievance, the Board of  
245 Education shall meet with the aggrieved. Within fifteen (15) days of this meeting, the Board  
246 shall render its response in writing. Step 4 of the grievance procedure shall be held in abeyance  
247 for the term of this Agreement. If either party wishes it reinstated at the conclusion of this  
248 Agreement, the inclusion of Step 4 shall be considered the status quo for bargaining purposes.

249  
250 e. If the grievance is not resolved in Step 4, it may be advanced within ten (10) days by the  
251 Association to compulsory, final, and binding arbitration. The Association will request the  
252 Wisconsin Employment Relations Commission to submit a panel of five (5) arbitrators from  
253 which the parties shall alternately strike names until one name shall remain. The Association  
254 shall strike first.

255  
256 f. The Board and the Association shall share equally any costs of the arbitration proceeding except  
257 those costs arising out of their own preparation, witness fees or expenses, or representation costs.  
258 It is understood that the function of the arbitrator shall be to provide a ruling as to the  
259 interpretation and/or application of specific terms of the Agreement. This arbitrator shall have no  
260 power to advise on salary adjustments, except the improper application thereof, nor to issue any  
261 opinion advising the parties to add to, subtract from, modify or amend any terms of this  
262 Agreement. The decision of the arbitrator shall be final and binding on all parties except as  
263 forbidden by law.

264  
265 8.10 Initiation of Group Grievances. To avoid multiple filing of grievances by employees with identical  
266 claims, the Association may process the grievance commencing with Step 3.

267  
268 8.11 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and  
269 reasonable opportunity for all persons entitled to be present to attend. In the case of a group of  
270 grievants, a representative shall be selected by the group to represent them. Grievance meetings are

- 271 not normally held during school hours. In the event hearings do occur during school hours,  
272 employees present shall be excused with pay.  
273
- 274 8.12 The record of the steps taken in the grievance procedure and all communications and documents  
275 dealing with an employee grievance shall be placed in a file apart from the employee's personnel file.  
276
- 277 8.13 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations,  
278 and other necessary documents, will be jointly prepared by the Superintendent and the Association  
279 and costs shared fifty-fifty (50/50). The forms will then be made available to the senior building  
280 representative of the Education Association of Waukesha to facilitate operation of grievance  
281 procedure.  
282
- 283 "The written statement of grievance shall include:  
284
- 285 1. The name of the employee involved.
  - 286 2. The facts giving rise to the alleged grievance.
  - 287 3. Reference and identification of the specific articles or sections of the Agreement alleged to be  
288 violated.
  - 289 4. The contention of the employee and the Association with respect to these alleged violations.
  - 290 5. An indication of the specific relief sought."  
291
- 292 8.14 It is understood by the parties that the registration of concerns, complaints or grievances will be  
293 through normal organizational channels, the complaint procedure, or the grievance procedure prior to  
294 seeking recourse through extra-organizational channels.  
295  
296

## ARTICLE IX

### PAYROLL PROCEDURES

- 300
- 301 9.01 Payment of salaries for regular payroll shall be in twenty-six equal payments. The pay dates, based  
302 on the start of the fiscal year (July 1), are biweekly and the pay days shall be Wednesday. On the  
303 first date in June, all remaining checks, except one, shall be distributed. The one remaining check  
304 shall be distributed on the next scheduled pay date.  
305
- 306 9.02 The following voluntary payroll deductions will be made upon properly signed authorization:  
307
- 308 a. All Professional Association dues spread over twenty-six (26) equal installments beginning with  
309 the first regular payroll. Authorization shall be in the business office by September 1st.  
310
  - 311 b. Waukesha United Fund spread equally over five (5) months ten (10) pays) beginning with the  
312 January 1st payday. Authorization shall be in the Business Office by December 15th.  
313
  - 314 c. Any Tax Sheltered Annuity: Authorization shall be in the Business Office by the first day of  
315 classes for October 1st payroll or by December 1st for January 1st payroll deduction, or by  
316 March 1st for the April 1st payroll deduction.  
317
  - 318 d. Washington National or WEA Trust Voluntary Disability Insurance: The employee to pay full  
319 cost. Authorization shall be in the Business Office by the first day of classes for continuing  
320 employees or by December 1st for new employees. (Voluntary Plan Only).  
321
  - 322 e. U.S. Savings Bond: Authorization to be in the Business Office the first day of classes for  
323 continuing employees or by December 1st for new employees.  
324

325 f. Credit Union: Employees may make voluntary deductions from their paycheck for deposit to the  
326 Educators' Credit Union. Authorizations for deduction must be made by the opening day of  
327 classes or thirty (30) days prior to the deductions being made. Payments shall be made within  
328 three (3) days of the regular payday. A maximum of two (2) changes may be made per year by  
329 any employee.  
330

331 9.03 Fair Share  
332

333 a. The Association, as the exclusive representative of all the employees in the bargaining unit, will  
334 represent all such employees, Association and non-Association, fairly and equally, and all  
335 employees in the unit will be required to pay, as provided in this article, their fair share of the  
336 costs of representation by the Association. No employee shall be required to join the  
337 Association, but membership in the Association shall be made available to all employees who  
338 apply consistent with the Association constitution and bylaws. No employee shall be denied  
339 Association membership because of race, color, creed or sex.  
340

341 b. The employer agrees that effective on November 15th or thirty (30) days after the date of initial  
342 employment, if after the opening of school, it will deduct from the paychecks of all employees in  
343 the collective bargaining unit who are not members of the Association subject to Section 9.02a,  
344 or whose membership dues have not been paid to the Association in some other manner, the  
345 amount certified by the Association to be the cost of representation. Such amounts shall be paid  
346 to the treasurer in the same manner and at the same time as those dues voluntarily deducted in  
347 9.02a above. The Association agrees to certify only such costs as are allowed by law and to  
348 inform the employer of any change in the certified costs of representation of non-association  
349 members required by law.  
350

351 c. Changes in the amount of dues to be deducted shall be certified by the Association thirty (30)  
352 days before the effective date of the change.  
353

354 d. Save Harmless: The Education Association of Waukesha does hereby indemnify and shall save  
355 the Board harmless against any and all claims, demands, suits, or other forms of liability,  
356 including court costs that shall arise out of or by reason of action taken or not taken by the Board,  
357 which action or non-action is in compliance with the provisions of this article and in reliance on  
358 any list or certificates which have been furnished to the Board pursuant to this article provided  
359 that the defense against claims, demands, suits or other forms of liability shall be under the  
360 exclusive control of the Association and its attorneys.  
361

362 e. The Association agrees to certify the District only such fair share costs as are allowed by law,  
363 and further agrees to abide by the decisions of the Wisconsin Employment Relations  
364 Commission and/or courts of competent jurisdiction in this regard. The Association agrees to  
365 inform the District of any change in the amount of such fair share costs. The Association shall  
366 provide employees who are within the Association with an internal rebate procedure which is  
367 consistent with the requirements of state and federal law and which will allow those employees  
368 to challenge the fair share amount certified by the Association as the cost of representation and to  
369 receive, where appropriate, a rebate of any monies to which they are entitled. To the extent  
370 required by state or federal law, the Association will place in an interest-bearing escrow account  
371 any disputed fair share amounts.  
372

373 9.04 A memorandum of agreement duly executed by the parties and made a part of the agreement by  
374 reference shall govern the manner of payment for all co-curricular or other assigned activities.  
375

376 9.05 Mileage may be claimed by employees whose assigned responsibilities are in more than one building  
377 or worksite. Mileage recorded between assigned buildings or worksites may be submitted if  
378 approved by the appropriate administrator. Generally, incidental travel or travel related to Appendix

379 C duties will not be approved. Mileage reimbursement will be calculated by multiplying the current  
380 dollar rate allowable by the IRS times the number of miles shown on the monthly mileage claim. At  
381 the end of the 1990-91 school year, the reference to the IRS shall sunset and only the dollar rate shall  
382 remain. Anyone receiving a car allowance must show evidence that he/she carries personal liability  
383 and property damage insurance.  
384

385  
386 **ARTICLE X**

387  
388 **SALARIES**

- 389  
390 10.01 The salaries of all persons covered by the Agreement are set forth in Appendix "A" which is attached  
391 hereto and made a part hereof.  
392  
393 10.02 Co-curricular personnel shall be compensated as set forth in Appendix "C" which is attached hereto  
394 and made a part hereof.  
395  
396

397 **ARTICLE XI**

398  
399 **PROFESSIONAL INSERVICE REQUIREMENTS**

- 400  
401 11.01 The District may offer and/or authorize inservice courses from which credit may be applied to  
402 column placement as provided for in Appendix A, Part 8. Credit will be granted on the basis of one  
403 credit for each thirty (30) hours of inservice course work. Teachers must receive advance approval  
404 for inservice course work which is to be applied for this column placement.  
405  
406 11.02 Employees who provide professional development during the work day will be compensated for up to  
407 two (2) hours of time outside the regular work hours to prepare for every one (1) hour of professional  
408 development as mutually agreed upon by the employee and administrator/supervisor at the rate cited  
409 in Appendix A.  
410  
411  
412 11.03 Employees who provide professional development outside instructional hours during the school year,  
413 or in the summer months, will be compensated for both preparation and instructional time at the rate  
414 cited in Appendix A.  
415  
416 11.04 Employees, such as Communicative Arts Specialists, Department Chairpersons, Gifted & Talented  
417 Teachers, Technology Resources Teachers, and Media Specialist, with professional development as  
418 part of their job description, are eligible for compensation as cited in 11.02 if the professional  
419 development they provide is not directly related to their job description.  
420  
421 11.05 Employees who are regular presenters during professional development time will be allowed  
422 individual opportunities for their own professional development as mutually agreed upon by the  
423 employee and administrator/supervisor.  
424  
425

426 **ARTICLE XII**

427  
428 **DUTY FREE LUNCH PERIOD**

- 429  
430 12.01 Each professional employee shall be granted a thirty (30) minute duty free lunch period each day.  
431 Such periods shall occur at or near the time of the regular school lunch period.  
432

- 433 12.02 If, because of prevailing circumstances, it is not feasible to meet the requirement of 12.01 and the  
434 employee agrees to assume noon hour supervision at the request of the Superintendent or appropriate  
435 administrator, payment will be made at the following hourly rates: 2003-2004 - \$9.93; 2004-2005 -  
436 \$9.93; or compensatory time off will be granted if mutually agreed to.  
437
- 438 12.03 Employees who do have a duty free lunch period and serve on noon hour supervision shall be paid at  
439 the hourly rates identified in 12.02 for such supervision.  
440

### 441 ARTICLE XIII

#### 442 TEACHING HOURS AND TEACHING LOADS

- 443
- 444
- 445
- 446 13.01 The normal work day shall consist of eight (8) consecutive hours, including one-half (1/2) hour duty  
447 free lunch, between the hours of 7:00 a.m. and 4:00 p.m.  
448
- 449 13.02 It is assumed that the routine assignments necessary to run a good school will be shared equitably by  
450 all and that extra pay will not be granted for these duties. Notwithstanding other provisions of this  
451 article, routine assignments may be made and/or meetings may extend beyond the school day. In any  
452 event, the total of these shall be limited to two (2) hours per week on a monthly average.  
453
- 454 13.03 Divergence from the regular school day, by an individual teacher, after the school day, for mutually  
455 understood and agreed upon professional and/or administrative reasons shall be agreed upon between  
456 principals and teachers.  
457
- 458 13.04 The work year of teachers covered by the classroom teachers' salary schedule shall be determined by  
459 the official school calendar. Teachers shall be paid additional compensation for employment prior to  
460 or after the dates scheduled on the official school calendar.  
461
- 462 13.05 Teachers shall be required to attend staff meetings at the call of the appropriate administrative person.  
463 Every reasonable effort will be made to limit the number and length of such meetings. It is  
464 recognized by the Association and the Board that attendance of teachers at parent-teacher  
465 organization meetings is beneficial to the educational program and to the image of both teachers and  
466 the District. Teachers shall make every reasonable effort to attend PTO meetings, but attendance  
467 shall not be mandatory. Attendance at one Open House annually shall be mandatory.  
468
- 469 13.06 The normal teaching load in schools serving grades 7-12 will include ten (10) preparation periods per  
470 week. Preparation periods shall be equal in length to a class period. Except as provided in 13.02  
471 above, any variation in scheduling shall not have the effect of reducing the preparation time of the  
472 teacher. It is the intent of the parties that the high school principals and their teachers work during  
473 the term of this Agreement to establish a workable hall supervision program based upon a spirit of  
474 cooperation, volunteerism, equity, and professional responsibility. It is understood that occasional  
475 supervision may be assigned without pay during periods of high need.  
476
- 477 13.07 The Board understands the desirability of keeping the number of distinct preparations by each teacher  
478 in grades 7-12 to a minimum, preferably no more than two preparations. If the individual teacher  
479 desires an explanation of his/her assignment, it will be granted by the immediate supervisor. If the  
480 teacher is not satisfied, he/she may seek recourse through the complaint procedure.  
481
- 482 13.08 Preparation time for regular elementary classroom teachers (K-6) will normally include the following  
483 minutes of preparation time per week:  
484
- 485 Kindergarten-2 sections = 690  
486 Kindergarten-all day = 560

487 Grades 1-3 = 560  
488 Grades 4-6 = 580  
489 Elementary Specialist (art, music, physical education) = 560  
490

491 Included in the above are:

492  
493 350 minutes per week of before and after school time for all regular and  
494 special education classroom teachers.  
495 140 minutes per week of elementary specialists for kindergarten.  
496 210 minutes per week of elementary specialists for grades 1-3.  
497 230 minutes per week of elementary specialists for grades 4-6.  
498

499 Elementary special education teachers shall collaborate with their principal, chairperson, and  
500 executive director, if necessary, to build an appropriate amount of preparation time into their  
501 schedules.  
502

503 The amount of time built into elementary level special education classroom teacher's schedule shall  
504 be based on a number of factors. Factors may include, but are not limited to, the age range of the  
505 students, the organization of the program (example: a wide range grade 1-6 program vs. a program  
506 clustered at 2-3 grades), the amount of direct instruction vs. individual support in class, the degree of  
507 severity of disability of the students, the level of teacher aide support, the number of buildings  
508 served, any teaming requirements, the amount of technology to assist with required reports and lesson  
509 preparation and the number of annual, triennial, and initial IEP's per year. Attempts by all involved in  
510 IEP's will be made to schedule IEP's during the regular staff working hours if mutually convenient  
511 with parents and other IEP team members.  
512

513 It is understood by the parties that scheduling on particular days, or during a particular week, may  
514 necessitate the reduction of the above mentioned number of minutes. It is understood that certain  
515 duties and responsibilities attach themselves to the regular school day. When these responsibilities  
516 become a concern regarding time or function, collaboration with the building principal shall occur. It  
517 is further understood that calculation of this preparation time shall be based on the regular teacher  
518 workday excluding the thirty (30) minute duty free lunch period.  
519

520 13.09 Whenever elementary physical education, art and music teachers are on personal illness, family or  
521 personal leave and no substitute teacher can be found, classroom teachers will be compensated at the  
522 rate identified in Appendix A, Section D, Paragraph 3.  
523

524 13.10 The lunch period of traveling teachers shall not be reduced to less than one-half (1/2) hour duty free  
525 lunch provided in Section 12.01 of this Agreement. If no alternative to travel during the lunch period  
526 is available, the provisions of 12.02 shall prevail.  
527

528 13.11 Teachers may take up to four students per semester in an Independent Study Option (ISO). ISO's will  
529 be undertaken on a voluntary basis with the consent of a teacher. ISO's will be approved by the  
530 building administrator.  
531

532 a. Teachers must meet an equivalent of once per week with each student and, will provide a written  
533 record of contact with students upon the request of the building administrator.  
534

535 b. Teachers who agree to undertake ISO's will be compensated 8 hours of release time, per  
536 semester, available any time after completion of the ISO(s). Compensated time will be taken at a  
537 time mutually agreed upon between the teacher and building administrator, preferably during  
538 non-contact days (excluding parent teacher conferences and staff development days)  
539

540 c. Teachers will honor all deadlines that may happen to coincide with compensation time awarded

541 for an ISO.

542

543 d. Days utilized as compensation for ISO's shall have no impact on the perfect attendance  
544 incentive.

545

546

547

## ARTICLE XIV

548

549

### CLASS SIZE

550

551 14.01 The Board, as well as the Association, recognizes that class size and pupil load are important factors  
552 in good education. In order to ensure that class size and pupil load are of the most effective nature  
553 for both teacher and pupil, the Board will, whenever possible, consider space availability and all  
554 other educational considerations, including the recommendations of the professional staff, in  
555 establishing class sizes and pupil loads.

556

557 14.02 It is recognized that mainstreaming must be a consideration in establishing class size and pupil load.  
558 Therefore, the following factors shall be considered in the process of establishing the individual  
559 teacher's class size and pupil load:

560

561 a. the number of students mainstreamed into the individual classroom and the total number of  
562 students that will result from the placement of mainstreamed students in that classroom,

563

564 b. the nature and the degree of severity of the disability of each mainstreamed student,

565

566 c. the special assistance required for each mainstreamed student,

567

568 d. the additional workload or increase in hours required by the addition of mainstreamed students to  
569 the classroom, ie. oral or written reports, IEP's, parental conferences,

570

571 e. the special services available to the teacher.

572

573 It is understood that it is the responsibility of the classroom teacher and the special education teacher  
574 to keep principals and other appropriate administrators advised of developing situations of concern so  
575 that adjustments can be made. Examples of adjustments that might be considered would include, but  
576 not be restricted to:

577

578 1. A reduction in class size

579 2. Revision of aide time

580 3. Additional preparation time

581 4. Additional secretarial help

582 5. Inservice training

583 6. Special administrative assistance

584 7. Resource teacher assistance

585 8. Adjustment in program requirements

586 9. Adjustment of schedule

587

588

589

590 ARTICLE XV

591 TEACHER ASSIGNMENT

- 592
- 593
- 594 15.01 In accordance with past and present practice, teachers shall not be assigned, except temporarily and  
595 for good cause, outside the scope of their teaching certificate or their major or minor field of study.  
596
- 597 15.02 Part-time teachers shall be assigned only when it isn't feasible to employ an additional full time  
598 teacher.  
599
- 600 15.03 Every reasonable effort shall continue to be made, during the school year, to request experienced  
601 teachers to act as advisors to new members of the staff on a voluntary basis.  
602
- 603 15.04 Every reasonable effort shall be made, prior to the close of the school year to notify teachers - in  
604 writing - of any change in their assignments for the ensuing school year.  
605
- 606 15.05 In arranging schedules for the teachers who are assigned to more than one school, every reasonable  
607 effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any  
608 change in their schedules as soon as possible.  
609
- 610 15.06 Before hiring any outside applicant, part-time employees shall be interviewed by the District for any  
611 full-time vacancy which arises. The following conditions shall first exist:  
612
- 613 a. there shall be no full-time employee properly certified and willing to fill the vacancy on the  
614 recall list, and,
  - 615
  - 616 b. the part-time employee has the appropriate certificate for the vacancy and wishes to be  
617 interviewed for the position.  
618
- 619 Application of this section shall be limited to those part time employees who notify the Executive  
620 Director of Human Resources that they wish to be considered for full- time employment. Said notice  
621 must be renewed annually.  
622
- 623 15.07 Initial Educators new to the District will be assigned a mentor by the building administrator. The  
624 mentor must be an educator who is non-probationary status and who has completed a mentor training  
625 workshop/course offered jointly by the District and Association. Mentors will voluntarily choose to  
626 participate in the mentoring program.  
627
- 628 15.08 Mentors will provide ongoing support, advice, and counsel to one initial educator for a period of one  
629 year. Efforts will be made to provide time for the mentor and initial educator to work together during  
630 the work day.  
631
- 632 15.09 The mentor shall not be required or empowered to evaluate newly hired educators or any other  
633 employees of the District. Furthermore, the mentor shall not be required to attend any meeting to  
634 discuss or provide information regarding the mentoring of another educator. The mentoring program  
635 will not be used by the District or any of its representatives in any fashion to evaluate the  
636 performance of any employee in the District.  
637
- 638 15.10 Mentors will be compensated 1% of Appendix C salary while mentoring.  
639  
640

641 ARTICLE XVI

TRANSFERS

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- 16.01 The Superintendent is responsible for the assignment of instructional personnel. It is therefore the responsibility of the Superintendent and/or the Executive Director of Human Resources to effect all transfers, reassignments, or relocations involving instructional staff members. Reassignment of staff members may become necessary to meet changing enrollments, instructional requirements, or staff new buildings. There may be other acceptable reasons, including the granting of a request of an employee who desires to change his/her place of employment within the system. When, in the best interest of the school system, a transfer of a teacher from one position to another is required, the teacher will be given reasons, in writing, for the change as early as possible before the change is to be effected. Reasons for the transfer will be expressly explained to the teacher.
- 16.02 Although the Board and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive to the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:
- a. When a reduction in the number of teachers in a school is necessary, volunteers will be considered first.
  - b. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance and length of service in the School District of Waukesha will be considered in determining which teacher is to be transferred.
  - c. When program changes such as 6-3-3, or the opening or closing of a building result in multiple transfers, time sequences and procedures shall be established that clearly identify program requirements and allow for volunteers to express their desires. Wherever it is reasonably possible, voluntary transfers will be used to reduce the number of involuntary transfers. In the event that there are more volunteers or insufficient volunteers to meet staffing needs, the provisions of 16.02b shall be applied in determining the qualifications of potential transferees. Among equally qualified individuals the most senior teacher shall be given the option of available positions.
  - d. A teacher involuntarily transferred or denied a voluntary transfer under the provisions of 16.02c shall be given preferential treatment in a future transfer request to any open position for which they are properly certified and make timely application. It is understood that the provisions included in 16.02b will continue to be legitimate considerations when preferential treatment is applied. In the event that such teacher has experience in the District in the course for which there is a vacancy, District seniority alone shall govern the transfer.
  - e. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent or designee, at which time the teacher will be notified of the reasons for the transfer. Requests by the teacher for transfer to particular positions will be given serious consideration.
  - f. Notice of transfer will be given to a teacher as soon as possible and under normal circumstances, not later than June 1st.
  - g. When involuntary transfers are necessary due to the implementation of lay-off provisions of this Agreement, the teacher with the least length of service shall be the first transferred where program requirements permit.
- 16.03 A teacher desiring a transfer will submit a written request to the Executive Director of Human Resources stating either the assignment preferred or a general transfer request, within the area of the

697 teachers certification. A transfer request shall not be treated as a general transfer request unless so  
698 stated in the written notice to the Executive Director of Human Resources. All such requests shall be  
699 made prior to April 1st of each school year. Requests must be renewed each year.  
700  
701 16.04 Vacancies for any professional position in the School District of Waukesha shall be posted monthly  
702 in order to provide an opportunity for personnel to submit applications. Such posting shall not be  
703 interpreted as limiting the freedom of the Board to fill positions from applicants within and outside of  
704 existing staff.  
705

## 706 ARTICLE XVII

### 707 TEACHER EVALUATION

- 708  
709  
710  
711 17.01 All monitoring or observation of a teacher shall be conducted openly and with full knowledge of the  
712 teacher.  
713  
714 17.02 Observations will be performed only by building administrators, directors, coordinators or person  
715 authorized by the Administration. Persons not a part of the School District of Waukesha  
716 Administration shall be professionally qualified.  
717  
718 17.03 It shall be the responsibility of the teacher to make lesson plans available in the building. It is  
719 recognized by the parties that planning is an integral part of teaching and that planning by the teacher  
720 is a part of teacher performance. The form of the "daily" lesson plan shall not be part of the  
721 evaluation so long as satisfactory evidence of effective planning is available.  
722  
723 17.04 A minimum of one (1) evaluation shall be conducted once every three years for non-probationary  
724 teachers. The probationary teacher shall be evaluated a minimum of once (1) each year of  
725 probation. The evaluator for the probationary employee will make every effort to conduct the first  
726 evaluation in the first three (3) months of the school year. In no case, shall such first evaluation  
727 occur beyond the end of the first semester. Written evaluations shall be forwarded to the employee  
728 within prescribed timelines.  
729  
730 17.05 If the teacher is rated "Improvement Plan Required" or "Requires Job Targets" in any area, a post-  
731 observation conference must be held within five (5) working days of the observation (or of the final  
732 observation of a series). The five (5) working day schedule may be extended with mutual consent for  
733 all other ratings.  
734  
735 17.06 During the post-observation conference, the evaluation document will be signed and dated on the  
736 summary sheet and the individual pages will be initialed. The teacher will receive a copy of the  
737 document. The teacher has the right to attach a written statement.  
738  
739 17.07 A teacher will have the right, upon written request, to review the contents of any file reflecting on  
740 his/her professional status. References and placement bureau files received prior to the teacher's  
741 employment shall be treated as privileged information.  
742  
743 17.08 In the event the parties agree to changes in the evaluation system which are in violation of Article  
744 XVII, the parties shall meet to reconcile any differences.  
745

## 746 ARTICLE XVIII

### 747 NON-RENEWAL, DISMISSAL AND DISCIPLINARY ACTION

748  
749  
750

751 18.01 Non-renewal of employee contract shall be in accordance with the provisions of 118.22 of Wisconsin  
752 Statutes and shall conform to Article XVII of the Master Agreement where teacher evaluation is  
753 involved. Any amendments to the statutes shall automatically be incorporated as part of this  
754 Agreement. This article shall apply only to full time employees.  
755

756 18.02 Employees newly employed to begin employment at the beginning of the 1995-96 school year and  
757 thereafter shall serve a three (3) year probationary period and may be non-renewed according to  
758 procedures established by Wisconsin Statutes. Such non-renewal shall not be for arbitrary and  
759 capricious reasons.  
760

761 Employees hired in 1998-99, for the first (1st) year of their three (3) year probationary period, the  
762 time line in the Master Agreement shall be modified as follows:  
763

764 a. March 15th (fifteenth) shall be the deadline for notifying the employee that he/she may be  
765 considered for non-renewal.  
766

767 b. May 1st (first) shall be the deadline for non-renewal.  
768

769 These time line modifications shall sunset on June 30, 2005. For the probationary years two (2) and  
770 three (3), the time lines shall be those established by Wisconsin Statutes and the Master Agreement.  
771

772 18.03 The procedure for non-renewal of contract shall be as follows:  
773

774 a. It shall be the responsibility of the administration to make the employee aware of unsatisfactory  
775 performance or other possible cause for non-renewal of contract as soon as practicable after it is  
776 determined that consideration may be given to non-renewal. Every reasonable effort shall be  
777 made to provide administrative assistance to the employee to overcome identified problems.  
778 In the event that a citizen's inquiry into the performance of an employee is serious enough to be  
779 included as a part of the justification for possible non-renewal, or be included as a part of the  
780 employee's file, the employee shall:  
781

782 1. Be informed of the nature of the inquiry.  
783

784 2. Be given an opportunity to respond. In the event that an employee is not informed of citizen  
785 inquiries as required above, such inquiries shall not be included in the employee's file nor be  
786 criteria for non-renewal.  
787

788 b. Upon determination that consideration may be given to non-renewal of contract, the employee  
789 shall be given the opportunity for conference with his/her immediate supervisor, the Executive  
790 Director of Human Resources, and/or the Superintendent regarding the matter. The employee  
791 shall have the right to invite representation of his/her choice to the conference.  
792

793 c. Fifteen (15) days prior to giving written notice of refusal to renew an employee's contract for the  
794 ensuing school year, preliminary notice shall be extended to the employee. The preliminary  
795 notice shall include:  
796

797 1. Notification that the Board is considering non-renewal of the employee's contract.  
798

799 2. Notification that the employee has a right to a conference with the Board prior to being given  
800 written notice of refusal to renew his/her contract, if the employee files a request for such  
801 conference with the Superintendent within five (5) days of receipt of the preliminary notice.  
802

803 3. Notification that the conference shall be private unless the employee specifically asks that it  
804 be public in his/her request to the Superintendent.

- 805  
806 4. Notification that the employee is entitled to counsel and representation at the conference.  
807  
808 5. Notification of the reason or reasons for the consideration of non-renewal.  
809  
810 d. If a conference with the Board is held, it will be conducted as an informal examination of the  
811 problem and potential solutions.  
812  
813 e. The employee may pursue a grievance beginning with step 8.09d.  
814  
815 f. If a hearing is requested, the employee shall be notified of the time and place. This hearing shall  
816 meet the requirements of the statutory hearing and the grievance procedure hearing (8.09e) with  
817 the Board if both hearings are requested.  
818  
819 g. If the Board determines that the contract shall not be renewed, the Board shall give the employee  
820 written notice of refusal to renew his/her contract for the ensuing year on or before March 15th.  
821  
822 h. Throughout the procedure, the employee shall have sufficient time to prepare a case insofar as  
823 statutory time limits permit, the right to counsel and representation of his/her choice, the right to  
824 present his/her case and the right to cross examine witnesses.  
825  
826 18.04 The following shall be considered cause for non-renewal of contract:  
827  
828 a. Violation of School Board Policy: Copies of Board policy and amendments thereto shall be  
829 available in employee workrooms in each building and senior building representatives will be  
830 provided with a copy.  
831  
832 b. Physical or mental incapacity which would prevent the employee from meeting acceptable  
833 standards of performance.  
834  
835 c. Failure to meet acceptable standards of performance in working with students.  
836  
837 d. Violation of the provisions of the Master Agreement and/or the individual contract.  
838  
839 e. Disregard of School Board or administrative directives.  
840  
841 18.05 Subject to the rule of reason, non-renewal shall conform to the following:  
842  
843 a. Rules, policies or directives in question will be related to the operation of the school system.  
844  
845 b. Every reasonable effort will be made to conduct investigations and procedures in a fair and  
846 objective manner.  
847  
848 c. Evidence of proof shall support the reason or reasons for non-renewal.  
849  
850 d. Non-renewal action will only be taken after seriously considering:  
851  
852 1. The employee's right to freedom from discrimination.  
853  
854 2. The employee's record of service to the school system.  
855  
856 3. The seriousness of the reason or reasons.  
857  
858 18.06 Dismissal (termination of employment during the term of the individual contract) shall remain a

859 prerogative of the Board for just cause.

860

861 a. All of the protection of procedural and substantive due process requirements will be afforded the  
862 teacher during dismissal proceedings.

863

864 b. Dismissal proceedings shall follow the procedure established in 18.03 except that the March 15th  
865 date shall not apply.

866

867 c. Immediate suspension of the employee in a dismissal action may be instituted by the Board  
868 where deemed necessary in the best interest of the students. While on suspension the employee  
869 will continue to receive full salary and benefit payment.

870

871 At such time as the employee is dismissed, payment will stop. In the event that the suspended  
872 employee is reinstated by arbitration or court action, all payments will be reinstated retroactively.

873 It is understood by the parties that the dismissal action itself shall be the determining factor in  
874 the discontinuation of payments.

875

876 18.07 a. Disciplinary action other than non-renewal shall not conflict with the laws and Constitution of  
877 the State of Wisconsin nor shall it conflict with the terms of the Agreement.

878

879 b. It shall be the responsibility of the administration to make the employee aware of unsatisfactory  
880 performance or other possible cause for disciplinary action as soon as practicable after it is  
881 determined that consideration is being given to disciplinary action.

882

883 In the event that a citizen inquiry into the performance of an employee could result in  
884 disciplinary action, or be included as a part of the employee's file the employee shall:

885

886 1. Be informed of the nature of the inquiry.

887

888 2. Be given an opportunity to respond.

889

890 In the event that an employee is not informed of citizen inquiries as required above, such  
891 inquiries shall not be included in the employee's file nor be criteria for disciplinary action.

892

893 c. The reasons shall not be wholly without basis in fact, wholly unreasoned, nor wholly  
894 inappropriate.

895

896 d. The severity of the discipline shall not be entirely excessive in terms of the reasons for the action.

897

898 e. The disciplinary action shall be subject to the grievance procedure on the basis of (a) to (d)  
899 above.

900

901 f. In the event that the disciplinary action takes the form of suspension without pay and if the  
902 grievance procedure demonstrates that the suspension is not justified, the employee shall receive  
903 his/her pay and benefits retroactively.

904

905

906

## ARTICLE XIX

907

908

### LAYOFF

909

910 19.01 In the event the Board determines to reduce the number of employee positions resulting in layoff for  
911 the forthcoming school year, the provisions of this article shall apply.

912

- 913 19.02 Teachers shall receive written final notice of layoff on or before May 15th of the current school year.  
914 Such notice shall include a statement of the employee's recall rights under this article. The District  
915 shall simultaneously provide the Association with copies of all layoff notices which it sends to  
916 employees pursuant to this section.  
917
- 918 19.03 The layoff of each teacher shall commence on the date stipulated by the District in the layoff notice.  
919
- 920 19.04 The teacher with the least length of continuous service to the District shall be the first terminated  
921 subject to the following considerations, and subject to other provisions of this article:  
922 a. Teachers in grades K-8 must be certified to fill the positions available, based on their seniority,  
923 and will be eligible for positions in grades 7-12 in their major field of training or in their minor if  
924 they have experience teaching their minor at the 7-12 level.  
925  
926 b. Teachers at the 7-12 level must be certified to fill the position available based on their seniority,  
927 and in addition:  
928  
929 1. They will be eligible for positions at the K-6 level only if they have teaching experience at  
930 that level.  
931  
932 2. They will be eligible for positions in their minor area of training only if they have teaching  
933 experience in that area.  
934  
935 c. If the least senior teacher holds a position for which no other teacher in the District is certified  
936 or qualifies under other sections of the article, then the next least senior teacher shall be  
937 terminated.  
938
- 939 19.05 Employees within the following categories shall be laid off within their particular category on the  
940 basis of seniority:  
941  
942 Psychologists  
943 Social Workers  
944 Physical Therapists  
945 Occupational Therapists  
946 Speech and Language Pathologists  
947
- 948 19.06 The date of the signing of the initial contract by the employee will be the date used for determining  
949 seniority under this section. Part-time employees shall accrue seniority on the basis of the percent of  
950 a full load worked (a 50% employee will receive .5 years seniority for working one year). Such  
951 employees shall only exercise that seniority against other part-time employees and shall not bump  
952 full-time employees. The procedures and dates shall otherwise comply in all respects with this  
953 article.  
954
- 955 19.07 No employee may be prevented from securing other employment during the period he/she is laid off  
956 under this section. Such employee shall be reinstated in the inverse order of their being laid off, if  
957 certified to fill the available positions and meet the conditions in 19.04 above. Such re-employment  
958 opportunity shall be maintained upon written notifications to the Board, by the teacher, before March  
959 15th of each year, by the employee. Refusal of re-employment opportunity by the employee shall  
960 release the Board from further obligation to that employee.  
961
- 962 19.08 All benefits to which an employee was entitled at the time of his/her lay-off, including accumulation  
963 of sick leave, will be restored to him/her upon his/her return. Benefits shall not be accrued during the  
964 period of layoff.  
965
- 966 19.09 There shall be no full-time or regular part-time appointments made while there are laid off employees

- 967 available who qualify for rehire under this article. Regular part- time shall not include long term  
968 substitutes.
- 969
- 970 19.10 Any persons who leave the bargaining unit shall forfeit any seniority accumulated at the time of  
971 leaving the unit and, for the purpose of rehire, shall be treated as a new employee, except as provided  
972 in 19.11 below.
- 973
- 974 19.11 An employee in the Waukesha District who leaves the employee bargaining unit to become an  
975 administrator in the District, and whose administrative position is eliminated, may be returned to the  
976 bargaining unit subject to 19.04 (a) and (b) and will be credited with the seniority accumulated as an  
977 employee in the District.
- 978
- 979 19.12 Employees having co-curricular assignments shall not be laid off unless a qualified staff member is  
980 available and assumes the co-curricular assignment.
- 981
- 982 19.13 Full-time employees who are involuntarily reduced to part-time shall retain the full- time seniority.  
983 Although they shall accrue seniority from that point forward on the basis of the percent of a full load  
984 worked, this pro-rata portion shall be added to their full-time seniority to determine appropriate  
985 placement on the full-time list.
- 986
- 987 19.14 Full-time employees who volunteer for a reduction to part-time and for whom there is no break in  
988 service shall have their full time seniority frozen. From that point forward, they shall accrue seniority  
989 on the basis of the percent of a full load worked. They may exercise that seniority only against other  
990 part-time employees; however, should they get laid off from the part-time position they shall have the  
991 right to exercise their full-time seniority against other less senior full-time employees to bump back  
992 into a full-time position.
- 993
- 994 19.15 The intent at the time of signing of this Agreement is not to increase class size through the  
995 implementation of layoff under this article. In the event that circumstances arise that necessitate  
996 layoff which will raise class size in the District as a whole, the Board and the Association shall meet  
997 to bargain the impact of that change.
- 998
- 999 19.16 The contract of an employee who is initially hired in the District under an emergency certification  
1000 shall be voided pursuant to Wisconsin Statutes if that employee fails to maintain that emergency  
1001 certification or receive regular certification in that same area before the commencement of the next  
1002 school year. In the event the employee is reassigned to a different area for which he/she is certified,  
1003 the employee may allow the temporary certification to lapse.
- 1004
- 1005 19.17 Employees are required to maintain all areas of Department of Public Instruction non-temporary  
1006 certifications, with which they were hired, for a period of ten years. After that time, employees may  
1007 deactivate a certification in which they have not actively taught for a period of five (5) years. The  
1008 District shall not compel an employee to reactivate a deactivated certification. Reactivating a  
1009 certification will be determined by the employee.
- 1010
- 1011
- 1012

## ARTICLE XX

### TEACHERS AND BUILDING FACILITIES

- 1013
- 1014
- 1015
- 1016
- 1017 20.01 The Board will continue to make every reasonable effort to:
- 1018
- 1019 a. Provide space in each classroom in which teachers may safely store instructional materials and  
1020 supplies used in said classroom.

- 1021  
1022 b. Provide a teachers' work area containing adequate equipment and supplies to aid in the  
1023 preparation of instructional materials.  
1024  
1025 c. Provide well-lighted and clean teacher restrooms.  
1026  
1027 d. Maintain existing faculty lounges in the elementary schools and existing teacher facilities in the  
1028 secondary schools and continue to provide such lounges and facilities in new school buildings.  
1029  
1030 e. Provide adequate parking facilities for teachers' cars.  
1031  
1032 f. Provide a separate, private dining area for the use of the professional staff.  
1033  
1034 g. Include a telephone in each faculty lounge for the use of the professional staff.  
1035  
1036 20.02 Access to buildings is the responsibility of the building principal. The building principal may grant  
1037 reasonable requests for access to the building to members of the professional staff outside of the  
1038 regular school day.  
1039  
1040

1041 **ARTICLE XXI**

1042 **TEMPORARY ABSENCE**

- 1043  
1044  
1045 21.01 **Personal Illness:** Professionally certified personnel will be credited with ten (10) days of paid sick  
1046 leave at the beginning of each contract year or the first day back following a leave of absence.  
1047 Unused sick leave is cumulative up to a total of one hundred sixty (160) days. Employees who start  
1048 after the beginning of the year will be credited sick leave on a prorated basis. (Number of days left in  
1049 the contract year divided by the number of days in a full contract year.) Part-time staff will be  
1050 credited with sick leave and accumulate sick leave based on the percentage of their contract.  
1051  
1052 21.02 In cases of elective medical procedures (those not prescribed by a physician), employees are  
1053 encouraged to schedule such procedures in such a manner that they don't interfere with their  
1054 professional responsibilities.  
1055  
1056 21.03 **Prolonged Personal Illness Absence:** In the event that an employee is aware in advance that personal  
1057 illness absence will be needed for a prolonged period of time (11 or more consecutive workdays) it  
1058 shall be the duty of the employee to notify the building principal thirty (30) days in advance, or as far  
1059 in advance as possible, to facilitate the hiring of the appropriate substitute. Such notice shall be in  
1060 writing and contain the anticipated dates of departure and return.  
1061  
1062 Employees on such prolonged personal illness absence shall be required to provide the District with  
1063 acceptable certification from a physician that they are unable to perform their normal duties.  
1064 Employees shall return to work as soon as medically able to perform their duties.  
1065  
1066 If the certification by the employee's physician is not acceptable to the Board, the Board may require  
1067 a second opinion from a physician selected by the employee from a list of three (3) or more  
1068 physicians submitted by the Board. The Board will pay the cost of the second medical opinion.  
1069  
1070 21.04 **Family Needs and Medical Leave:** Annually, five (5) days shall be granted for serious illness in the  
1071 immediate family. Immediate family is described as husband, wife, children, parents, brothers and  
1072 sisters of the employee or their spouse, or any person living in the employee's household. In the case  
1073 of use for serious illness in the immediate family, the employee shall, upon return, file a report  
1074 explaining the illness on a form, furnished by the District, with the Executive Director of Human

- 1075 Resources.  
1076  
1077 21.05 Funeral Leave: Annually, up to three (3) days of leave shall be granted for a death in the immediate  
1078 family of an employee. This leave shall be deducted from the employee's accrued sick leave. If no  
1079 sick leave is available, it shall be without pay.  
1080  
1081 21.06 Personal Business Leave: A maximum of two (2) days of Personal Business Leave days, either  
1082 restricted or unrestricted, will be granted in any contract year.  
1083  
1084 a. Restricted Personal Business Leave: Employees may be granted up to two (2) days per year to  
1085 conduct personal business and/or funerals of other than persons in the immediate family. Such  
1086 absence is to be approved by the Superintendent, or his/her designee, in advance. Personal  
1087 business leave shall be understood to only include personal business that cannot be conducted  
1088 outside the regular school day. Personal leave shall not be granted for the extension of vacation  
1089 time, for recreational or hobby related activities, or for business related to outside employment of  
1090 the employee or the employee's spouse. Restricted personal business leave will be deducted  
1091 from the employee's sick leave.  
1092  
1093 b. Unrestricted Unpaid Personal Business Leave (Deduct): Employees may use one of their  
1094 personal business days at their discretion with adequate notice. Such day shall be without pay,  
1095 but not be deducted from sick leave accumulation in 21.01.  
1096  
1097 21.07 Civil and Other Leaves:  
1098  
1099 a. A professional employee shall be allowed time off, without loss of pay or sick leave, when  
1100 performing jury duty, when subpoenaed to appear before a public body, commission or court  
1101 (unless he/she is the defendant and is convicted) or when performing emergency civilian or  
1102 military duty in connection with national defense or civil disorder. Any pay received for services  
1103 performed while so absent must be endorsed over to the Waukesha School Board up to an  
1104 amount equal to payments from the Board.  
1105  
1106 b. Absence for other reasons may be arranged for with the Superintendent, or his/her designee, and  
1107 will not ordinarily be with pay.  
1108  
1109 c. The Superintendent or appropriate administrator may approve absence with pay for committee  
1110 work or attendance at conferences which the administration deems are beneficial to the  
1111 educational process.  
1112  
1113 21.08 No accumulated or unused personal illness days can be taken as anything other than to purchase  
1114 health insurance for retirees as described in section 32.07.  
1115

## ARTICLE XXII

### EXTENDED LEAVES OF ABSENCES

- 1121 22.01 A leave of absence, without pay, of up to two (2) years may be granted to any professional staff  
1122 member who has worked in the Waukesha School System for more than three (3) years and who joins  
1123 the Peace Corps. The staff member must be a full-time participant in this program. Upon return from  
1124 such leave, an employee will be reinstated as if he/she had been actively employed by the Board  
1125 during the leave and will be placed on the salary schedule at the level he/she would have achieved if  
1126 he/she had not been absent.  
1127  
1128 22.02 A leave of absence without pay of up to two (2) years will be granted to any professional staff

1129 member who has worked in the Waukesha School System for more than three (3) years and who  
1130 serves as an exchange teacher. The staff member must be a full-time participant in this program.  
1131 Upon return from such leave, an employee will be reinstated as if he/she had been actively employed  
1132 by the Board during the leave, and will be placed on the salary schedule at the level he/she would  
1133 have achieved if he/she had not been absent.  
1134

1135 22.03 Military leave will be granted to any employee who is inducted or enlists in any branch of the armed  
1136 forces of the United States during times of war, national emergency or a national draft. Upon return  
1137 from such leave, an employee will be placed on the salary schedule at the level they would have  
1138 achieved had they remained actively employed in the system during the period of their absence. The  
1139 maximum credit given will be two (2) years.  
1140

1141 22.04 The Board may grant a leave of absence without pay or increment to any employee to campaign for,  
1142 or serve in public office. The exercise of this discretion will be reasonable.  
1143

1144 22.05 The Board shall grant leaves without pay for the purpose of child rearing. Formal written application  
1145 shall be at least forty-five (45) days prior to the leave whenever possible. It shall include acceptable  
1146 medical or legal (for adoption) verification and anticipated date of beginning and return. The Board  
1147 may alter the leave dates to coincide with normal calendar breaks or program requirements.  
1148

1149 The length of the leave will be confined to the following parameters unless altered by the Board as  
1150 stated above:  
1151

1152 a. Child born or received (adopted) in the first quarter; leave to end on last day of the fourth  
1153 quarter.  
1154

1155 b. Child born or received in the second quarter; leave to end on the last day of the next first quarter.  
1156

1157 c. Child born or received in the third quarter; leave to end the last day of the next second quarter.  
1158

1159 d. Child born or received in the fourth quarter; leave to end the last day of the third quarter.  
1160

1161 e. Child born or received in the summer; leave to end on the last day of the next fourth quarter.  
1162

1163 Leave Extension: Employees may apply for an extension of the child rearing leave by submitting a  
1164 written request to the Executive Director of Human Resources no less than thirty (30) calendar days  
1165 prior to the effective date of the requested extension. Authorization of any extensions shall be at the  
1166 discretion of the Board.  
1167

1168 Early Return From Leave: Employees desiring to return from child rearing leave, prior to the  
1169 expiration of said leave, may request to do so for the following reasons: miscarriage, stillbirth, layoff,  
1170 disablement or death of spouse. Authorization of any early returns shall be at the discretion of the  
1171 Board.  
1172

1173 Teachers employed to fill openings caused by child rearing leave shall be employed as long term  
1174 substitutes. However, a long term substitute under this section who serves a full year and is re-  
1175 employed at the start of the next school year as a full-time regular teacher shall be treated as a  
1176 replacing teacher under Article 22.17.  
1177

1178 The granting of child rearing leaves does not obligate the Board to grant other leaves not listed.  
1179

1180 22.06 Any employee whose personal illness extends beyond the period compensated for will be granted a  
1181 leave of absence, renewable, without pay, for a maximum of three (3) years for recovery from such  
1182 illness. Upon return from such leave, the employee will be assigned to a substantially equivalent

- 1183 position.  
1184  
1185 22.07 Employees who have completed at least three (3) continuous years of service in the Waukesha School  
1186 System may be granted, upon request, leaves of up to one (1) year without pay or increment for  
1187 professional study, travel, or research other than those covered under Sabbatical Leaves. Such leaves  
1188 may be extended up to one (1) year without pay or increment.  
1189  
1190 22.08 The Board may grant career exploration leaves of up to one (1) year's duration. No more than two (2)  
1191 such leaves shall be granted annually.  
1192  
1193 22.09 Other extended leaves, with or without pay, may be granted at the discretion of the Board.  
1194  
1195 22.10 Except for leaves under Section 22.03, .05 and .06 all requests for extended leaves will be applied for  
1196 no later than April 15th of the school year preceding the term of the leave. Notice of the granting of  
1197 said leave shall be in writing.  
1198  
1199 22.11 All benefits to which an employee was entitled at the time his/her leave of absence commenced will  
1200 be restored to him/her upon his/her return and he/she will be assigned to a substantially equivalent  
1201 position. It is the intent of the parties to this Agreement that the replacing employee will be  
1202 transferred or terminated to provide the opening. The determination of transfer, or termination of the  
1203 replacing employee, shall be at the discretion of the Board.  
1204  
1205 22.12 Any employee taking an approved leave may elect to remain in the group for medical coverage,  
1206 provided he/she pays the complete premium in the method set forth by the school District's Business  
1207 Office.  
1208  
1209 22.13 The employee on leave shall notify the Executive Director of Human Resources by March 1st that  
1210 he/she wishes to have a contract for the following year.  
1211  
1212 22.14 A replacing employee is defined as an employee replacing an employee who has been granted an  
1213 extended leave of absence for one (1) year or more. The replacing employee will be extended a  
1214 regular contract and shall be granted salary schedule credit for the period served as a replacing  
1215 employee.  
1216  
1217 22.15 Except as noted in 22.16 and 22.17, the job security rights of a replacing employee shall be those of a  
1218 probationary employee regardless of the number of years of replacing employee service. It shall be  
1219 the obligation of the Board to notify the replacing employee at the time of initial hiring that his/her  
1220 rehiring will be at the District's option alone and that non-renewal will likely occur at the conclusion  
1221 of the contract.  
1222  
1223 22.16 A replacing employee whose appointment to that vacancy is from a regular employee position, or is  
1224 the result of a recall from layoff, shall be treated as a regular employee. He/she shall not remain in a  
1225 probationary status for more than the time required of other regular employees.  
1226  
1227 22.17 Should the District determine to appoint an employee who had once been a replacing employee to a  
1228 regular employee position, he/she shall be accorded all rights for the years of replacing employee  
1229 service that are provided other employees under this Agreement.  
1230  
1231

### ARTICLE XXIII

#### SABBATICAL LEAVE

- 1234  
1235  
1236 23.01 Sabbatical leave may be granted to two (2) employees in the Waukesha School System per year.

- 1237  
1238 23.02 The following policy will be used to determine sabbatical consideration:  
1239  
1240 a. The employee must be in the Waukesha system as a full-time employee for a minimum of six (6)  
1241 years.  
1242  
1243 b. The employee must have a minimum of a Bachelor's degree.  
1244  
1245 c. The proposed study program must be approved by the Superintendent.  
1246  
1247 d. Application must be on file with an outline of curricular plans by April 1st.  
1248  
1249 e. The leave must be approved by the Board.  
1250  
1251 f. One-half (1/2) the year's current salary will be paid in twenty-six (26) installments beginning in  
1252 September and ending the following June, provided that the total compensation from any  
1253 program, grant, scholarship, etc., plus sabbatical pay does not exceed the full current annual  
1254 salary rate. When the total does exceed this rate, the sabbatical pay shall be reduced so total  
1255 payments are equal to, but not more than, the annual salary rate. During the sabbatical year, the  
1256 teacher will retain all insurance benefits to which he/she would be entitled if he/she were  
1257 teaching.  
1258  
1259 g. If the approved year's study is interrupted or canceled, payments will cease.  
1260  
1261 23.03 Employees granted a sabbatical leave shall be required to either return to the District for three (3)  
1262 years of employment immediately following such leave or repay to the District the salary and benefits  
1263 paid during the sabbatical leave. One third (1/3) of the salary and benefits will be forgiven for each  
1264 of the three (3) years of obligation which are fulfilled. Any of the obligation not forgiven above shall  
1265 be paid to the District pro-rated over the period of unfulfilled obligation. The obligation shall be  
1266 deemed to have been fulfilled in the event of death or permanent disablement of the employee during  
1267 the leave or the three (3) year period following the leave.  
1268  
1269 23.04 Upon return from a sabbatical leave, a teacher shall be restored to his/her former position, or to a  
1270 position of at least like nature and status. All accrued rights of retirement, leave with pay, salary  
1271 increments, and other benefits shall be preserved and available to the teacher after the termination of  
1272 the sabbatical leave of absence.  
1273  
1274 23.05 Teachers replacing those on sabbatical leaves will be accorded the same privileges and rights as  
1275 under Article 22.11, 22.14, 22.15, 22.16 and 22.17.  
1276  
1277

## ARTICLE XXIV

### JOB SHARING

- 1281  
1282 24.01 Definition: Job-sharing is defined as a voluntary program providing two (2) or more non-  
1283 probationary employees the opportunity to share one (1) full-time equivalent position without loss of  
1284 benefits provided by this Agreement.  
1285  
1286 24.02 Requests for Job-Sharing.  
1287  
1288 a. Applicants for job-share will submit a written request to the Superintendent or his/her designee  
1289 on or before March 15th of the year prior to the initial participation year in the program. Such  
1290 request shall clearly indicate a description of the job to be shared, the percent of time each

1291 participant will work, as well as any other special provisions different from normal full-time  
1292 contract. Any special provisions in relation to specific job responsibilities such as grade  
1293 reporting, conferencing, preparation time or extra duties will be clearly noted in the request.  
1294 Copies will be provided to the building principal and the Education Association of Waukesha.  
1295

1296 b. Employees shall return to full-time status in the following year unless an application for renewal  
1297 of the job-share is accepted. A replacing employee may be employed by the Board to fill the  
1298 vacant position. Said employee may be non-renewed or terminated upon the conclusion of the  
1299 job-sharing or at any time prior thereto.

1300  
1301 c. Renewals shall follow the format of part (a) above.  
1302

1303  
1304  
1305 24.03 Approval.  
1306

1307 a. If the administration approves the request, the Superintendent, or his/her designee, will notify the  
1308 parties in writing of such approval.  
1309

1310 b. Should the Administration determine to modify any of the terms of the shared job as originally  
1311 applied for, it shall obtain the agreement of both of the applicants prior to giving approval to the  
1312 modified request. None of the modified terms shall be inconsistent with any of the terms of this  
1313 Master Agreement.  
1314

1315 c. If the Administration chooses to deny the request for a job-share, such denial, along with the  
1316 reason for denial, will be presented to the applicants, in writing, by the Superintendent, or his/her  
1317 designee.  
1318

1319 d. The decision of the Administration to approve or deny the job-share request shall be final and  
1320 will not be subject to the grievance and arbitration provision of this Agreement.  
1321

1322 24.04 Benefits.  
1323

1324 Participants in a job-share shall:  
1325

1326 a. be paid salary on a pro-rata basis  
1327

1328 b. accrue full-time seniority on a pro-rata basis  
1329

1330 c. return to a full-time District position subject to the lay-off provision in effect at the time of return  
1331

1332 d. receive health, dental, life and LTD insurance benefits on a pro-rata basis  
1333

1334 e. accrue paid-leave on a pro-rata basis.  
1335

1336 24.05 Duration: If either party so requests, this article shall be deleted from the Agreement upon its  
1337 expiration and such shall be considered the status quo for bargaining purposes.  
1338

1339

## 1340 ARTICLE XXV

### 1341 EMPLOYEE INSURANCE

1342  
1343  
1344 25.01 Hospital And Medical Insurance. The Employer shall provide the Wisconsin Education Association

1345 Trust Group Health Insurance Point of Service Plan during the term of this Agreement. The  
1346 Employer shall contribute up to one thousand three hundred and thirty-three dollars and eighty-four  
1347 cents (\$1,333.84) per month toward the family plan and up to five hundred eighty eight dollars and  
1348 thirty cents (\$588.30) per month toward the single plan during the 2003-2004 school year.  
1349 Thereafter, the carrier shall be determined according to the procedure set forth in 25.03. The benefits  
1350 and coverages described in Appendix (D) shall be the level of benefits which the Board is obliged to  
1351 provide for the duration of this Agreement. For year two, 2004-2005, if the premium increase  
1352 exceeds twenty percent (20%), the employee will be responsible for a contribution toward the  
1353 monthly premium amount as follows: Five dollars (\$5.00) for a single plan. Ten dollars (\$10.00) for  
1354 a family plan per month. Contributions will be used to offset the increase in the costs of the  
1355 premiums.  
1356

1357 25.02 The carrier, coverage and benefits for the group health and/or dental insurance will be subject to a  
1358 competitive bidding process as follows:  
1359

- 1360 1. Bidders will be prequalified according to criteria which will be mutually agreed upon by the  
1361 Board and the Association.  
1362
- 1363 2. Requests for bids will be extended by the Board for the coverage as indicated in 25.01 and for  
1364 alternate proposals on dental or other types of insurance coverage within the limit as mutually  
1365 agreed upon by the Board and the Association.  
1366
- 1367 3. The contract for the insurance under this section will be awarded to the low bidders from among  
1368 the prequalified bidders.  
1369

1370 25.03 The Board agrees to provide this plan of health insurance coverage for unit employees qualified and  
1371 on long term disability. The Board retains the right to provide this coverage to those on long term  
1372 disability through a waiver of premium with the carrier or paid by the Board, however, such coverage  
1373 shall not be available to employees who lost Board paid coverage before June 11, 1986.  
1374

1375 25.04 The Board will provide a dental insurance plan for each bargaining unit member. The WEA  
1376 Insurance Trust Plan shall be maintained for a period through June 30, 2005. The carrier for any  
1377 future years shall be determined according to the procedure set forth in 25.02. In the event of a  
1378 carrier change, the specific coverage and benefits shall be maintained at not less than those provided  
1379 in the current plan and any amendments thereto. The Board shall pay ninety six dollars and sixty  
1380 cents (\$96.60) (family) and thirty eight dollars and sixteen cents (\$38.16) (single) for all full-time  
1381 employees. (These amounts shall be prorated for part-time employees, if coverage is available from  
1382 the carrier.) These dollars shall be updated in each successive year to represent full payment of the  
1383 family and single rates respectively.  
1384

1385 25.05 The Board shall continue to provide the employee insurance benefits for the duration of the annual  
1386 contract of an employee after sick leave has been exhausted.  
1387

1388 25.06 To be eligible for employee insurance, the employee new to Waukesha must work a full day (ie, a  
1389 full-time employee). Part-time employees shall receive prorated fringe benefits where available from  
1390 the carrier.  
1391

1392 25.07 If a person has worked in the Waukesha School System for twenty (20) or more years and is  
1393 restricted to a part-time work by a physician's order, he/she will still qualify for complete coverage  
1394 provided by the Board.  
1395

1396 25.08 It is agreed that payment toward family coverage will be provided when the employee has one (1) or  
1397 more dependents as hereinafter defined: A dependent means the spouse (husband or wife) of the  
1398 employee and their unmarried children.

- 1399  
1400 25.09 Coverage for employee insurance, paid by the District, will continue through August unless the  
1401 employee ceases work prior to the last day of school. In such cases, coverage will terminate at the  
1402 end of the month in which the last work day occurs.  
1403  
1404 25.10 In all other cases, coverage for employee insurance paid by the School District of Waukesha will be  
1405 paid for the period September 1st to August 31st.  
1406  
1407 25.11 The Board shall provide for all employees a group term life insurance policy to be equal to 200% of  
1408 the employee's annual salary.  
1409  
1410 25.12 The Association agrees to indemnify and hold harmless the District and the Board in the event that  
1411 any legal action is taken against the Board or the District due to the inclusion of the Wisconsin  
1412 Education Association Insurance Trust.  
1413  
1414 25.13 Effective March 1, 1983, and subject to the approval of the carrier, the Board shall provide at no cost  
1415 to the employee, except as the Board cost limit below might require, the Schools Insurance Fund  
1416 Long Term Income Protection Plan. This plan shall include the 90% benefit level and a cost of living  
1417 adjustment. The level of the Board contribution shall not exceed .0050 times salary for the duration  
1418 of the Agreement.  
1419  
1420 a. The carrier in future years shall be determined through the procedures set forth in 25.03 of this  
1421 Agreement.  
1422  
1423 b. As soon as an employee becomes eligible for such coverage, his/her sick leave, if any is  
1424 available, shall be frozen and the employee shall begin drawing disability benefits. No sick leave  
1425 will be available to the employee while he/she remains on disability but any accumulated leave  
1426 shall be made available upon return to work.  
1427  
1428 c. While on disability leave, no additional sick leave will be accumulated.  
1429  
1430 25.14 Option Plan:  
1431 The Board and the Association shall encourage those employees who are doubly covered by health  
1432 insurance through this District's group plan, or through this District and another group plan, to opt out  
1433 of the (or one (1) of the) District's insurance plan(s). Toward this end, all employees who utilize this  
1434 option will be provided with WEA Trust Tax Sheltered Annuity. The total available for each  
1435 employee that opts for this plan shall be three-hundred forty one dollars and ninety six cents  
1436 (\$341.96) per month. Employees that choose this plan shall have the right to re-enter the health plan  
1437 with no evidence of insurability under the following condition: death of spouse, and/or divorce or  
1438 remarriage, or retirement or when the spouse has medical coverage terminated. Employees who were  
1439 enrolled in the Option Plan with drug card coverage prior to December 1, 1995 may continue that  
1440 option.  
1441  
1442 This provision will not be extended beyond the termination date of this Agreement unless the parties  
1443 mutually agree to the extension. If the carrier is changed during this Agreement, this benefit need not  
1444 be included in the new plan, but an open enrollment period wherein all employees could again be  
1445 insured under the new plan without proof of insurability shall first be held.  
1446  
1447

## ARTICLE XXVI

### PHYSICAL EXAMINATIONS

- 1451  
1452 26.01 All new employees shall have a TB x-ray and physical examination. These shall be paid for by

1453 the Board if done as directed by the administration.

1454  
1455 26.02 All employees shall undergo a physical examination every five (5) years. Such examination will  
1456 be performed by the Board physician, (without charge to the employee), or the physician of the  
1457 employee's choice, in which case the employee will pay the cost.  
1458

1459  
1460 **ARTICLE XXVII**

1461  
1462 **PERSONAL INJURY BENEFITS AND PROTECTION**

1463  
1464 27.01 Any employee who, in the course of his/her employment, sustains a compensable injury, or  
1465 contracts a compensable disease under the Wisconsin Workman's Compensation Law, shall be  
1466 given the option to accept sick leave benefits, as provided in Article 21.01. This option, which  
1467 shall be in writing, may be terminated without prejudice to temporary total or temporary partial  
1468 disability benefits under the Workman's Compensation Act thereafter, but in no case shall sick  
1469 leave and disability be allowed for the same period.  
1470

1471 27.02 Whenever an employee is absent from school as a result of personal injury caused by an assault  
1472 by a student, occurring in the course of the employee's work, the employee will be paid full  
1473 salary for the period of such absence, and no part of such absence will be charged to his/her  
1474 annual sick leave. The obligation of the District under this section shall be limited to one (1)  
1475 year. In the event that recovery required a length of time making the employee eligible for  
1476 Worker's Compensation, Long Term Disability and/or Disability Retirement, the District will  
1477 continue to pay the difference between the amount collected and the employee's regular pay.  
1478

1479 27.03 The Board, at its own expense, shall have the right to have the employee examined by a  
1480 physician, designated by the Board, for the purpose of establishing the length of time during  
1481 which the employee is temporarily disabled or absent from performing his duties, and the opinion  
1482 of said physician as to the said period shall govern.  
1483

1484 27.04 Employees will immediately report, in writing, to the school principal all cases of assault suffered  
1485 by them in connection with their employment.  
1486

1487 27.05 This report will be forwarded to the Superintendent and the Board, which will comply with any  
1488 request from the employee for reasonable assistance.  
1489

1490 27.06 If civil proceedings are brought against an employee alleging that he/she committed a tort in  
1491 connection with his/her employment, legal counsel to defend the employee in such proceedings  
1492 will be provided by the Board through its insurance carrier.  
1493

1494 27.07 If criminal proceedings are brought against an employee arising out of his/her employment  
1495 responsibilities, the Board shall pay the reasonable and necessary costs of his/her defense,  
1496 including attorney's fees in any case where the employee is cleared of the charges against  
1497 him/her.  
1498

1499  
1500 **ARTICLE XXVIII**

1501  
1502 **SCHOOL CALENDAR**

1503  
1504 28.01 The school calendar, including the starting date, ending date, unpaid vacation periods, legal paid  
1505 holidays, number of pupil attendance and membership days and the teacher record days will be  
1506 established through the negotiating process by the Board and the representatives of the EAW. In

- 1507 the event that the Board adopts a calendar prior to reaching calendar agreement by the parties,  
1508 such calendar shall be modified to correspond with said agreements, once reached.  
1509  
1510 28.02 In an effort to avoid the delaying of issuance of contracts, the negotiated school calendar will be  
1511 one (1) year in advance of the salary schedule and other items being negotiated in the current  
1512 year.  
1513  
1514 28.03 The school calendar will be set forth as Appendix "G" of this agreement.  
1515  
1516 28.04 In the event that a year round type of school calendar is adopted, the parties agree to enter  
1517 negotiations for the purpose of amending the calendars.  
1518  
1519

1520 **ARTICLE XXIX**

1521 **SPECIALISTS**

- 1522  
1523  
1524 29.01 The Board and the Association recognize that competent specialists are essential to the operation  
1525 of an effective education program. The Board will provide art, music, physical education and  
1526 library specialists to supplement the elementary classroom teacher at all grade levels.  
1527  
1528 29.02 When the specialists are teaching class, the classroom teacher will be permitted, on a bi-weekly  
1529 average, to be out of the classroom for preparation at least one (1) hour and twenty-five (25)  
1530 minutes per week in grades 1-3, and two (2) hours per week in grades 4-6. It shall be considered  
1531 that parity for the lower elementary grades is provided by the noon hour differential. In the event  
1532 school is not in session on a particular day, specialist time will not be made up.  
1533  
1534 29.03 When consecutive scheduling of specialists is considered in the best interest of the educational  
1535 program in a particular building by the principal, and the teachers of that building, every  
1536 reasonable effort will be made to schedule such classes consecutively.  
1537  
1538 29.04 Every reasonable effort will be made to meet each class in grades 1-6 and special education in art,  
1539 music and physical education once a week.  
1540  
1541 29.05 The classroom teacher shall be responsible for teaching art, music and physical education at other  
1542 times and shall assure maximum continuity of the programs by coordinating lesson plans with the  
1543 specialist teacher.  
1544  
1545 29.06 If possible, substitutes shall be provided when the specialist teacher is not in attendance.  
1546  
1547

1548 **ARTICLE XXX**

1549 **EDUCATIONAL RESEARCH AND PROGRAM DEVELOPMENT**

- 1550  
1551  
1552 30.01 The Board and the Association recognize the importance of educational research and program  
1553 development, particularly as it relates to improving education services to students. Employees, or  
1554 groups of employees, interested in contracting with the Board in meeting recognized school  
1555 District objectives may submit proposals to the Executive Directors of Curriculum & Instruction  
1556 for consideration by the Board.  
1557  
1558 Proposals shall include a description of the research, the program goals and objectives to be met,  
1559 and/or the process to be used, and a system of evaluation. Proposals may include a request for  
1560 funds for salary stipends and/or operational funds. The Board shall continue to budget sufficient

1561 monies to adequately fund approved projects.

1562

1563

1564

**ARTICLE XXXI**

1565

1566

**SUPPLIES**

1567

1568 31.01 The Board will continue its endeavor to provide sufficient instructional materials to ensure that  
1569 each pupil will have the best education program available to him/her. The professional staff shall  
1570 continue to be used as resource persons relative to instructional materials.

1571

1572

1573

**ARTICLE XXXII**

1574

1575

**RETIREMENT**

1576

1577 32.01 Retirement shall be in accordance with the appropriate provisions of Wisconsin State Statutes.

1578

1579 32.02 Employees who retire at age fifty-five (55) or older and have been in the Waukesha system  
1580 fifteen (15) or more years will receive a terminal bonus of seven-hundred fifty dollars (\$750).

1581

1582 32.03 Employees who retire at age fifty-five (55) or older and have been in the Waukesha system ten  
1583 (10) or more years may carry the group health insurance, subject to the rules of the carrier, by  
1584 making the necessary payments directly to the carrier for the desired coverage.

1585

1586 32.04 Employees who are retired and are over sixty-five (65) years of age may remain in the group  
1587 health insurance plan, subject to the rules of the carrier, by paying the "medi-care" carve-out rate  
1588 directly to the carrier. This implies that the employee must carry the supplementary medicare  
1589 plan.

1590

1591 32.05 If a retiree and spouse are on the group health insurance plan, the surviving spouse may remain  
1592 on the plan if he/she desires and make the payments as provided in 32.03/32.04 above.

1593

1594 32.06 Group Life Insurance for retirees as follows:

1595

1596 The board shall provide for all employees a group term life insurance policy to be equal to 200%  
1597 of the employee's annual salary. The policy shall include an extended term benefit in accordance  
1598 with the following table of coverage reductions:

1599

1600

- 1601 From 65th birthday until 66th birthday-75% of full benefit
- 1602 From 66th birthday until 67th birthday-50% of full benefit
- 1603 From 67th birthday and thereafter-25% of full benefit

1604

1605 a. Employees retiring prior to age sixty-five (65) with less than twenty (20) years of service  
1606 shall have life insurance terminated at date of retirement.

1607

1608 b. Employees retiring prior to age sixty-five (65) with twenty (20) or more years of service  
1609 are entitled to up to three (3) years of life insurance paid by the District. Employees may  
1610 continue to pay premiums after such three (3) years to age sixty-five (65). At age sixty-  
1611 five (65), the District will pay premiums until death.

1612

1613 c. Employees retiring at sixty-five (65) or older with less than twenty (20) years of service  
1614 may continue by paying their own premiums.

- 1615
- 1616 d. Employees retiring at sixty-five (65) or older with twenty (20) or more years of service
- 1617 will be continued with the board paying the premium.
- 1618
- 1619 e. Employees who became totally disabled before age 60 will be continued during period of
- 1620 disability with premium paid by WEA.
- 1621
- 1622 f. Employees who become totally disabled between the ages of 60-65 may continue by
- 1623 payment of his/her own premium. Those reaching sixty-five (65) years of age with twenty
- 1624 (20) or more years of service will qualify under (d) above.
- 1625

32.07 Early Retirement:

1627  
1628 Early retirement benefits shall be available to employees fifty-five (55) and older, who retire  
1629 from their regular, full-time duties.

- 1630
- 1631 a. Eligibility: Employees who have taught at least ten (10) years in the District, (but less than
- 1632 30 years needed to be fully vested), shall be eligible to receive early retirement benefits
- 1633 from WRS.
- 1634
- 1635 b. Employees who plan to take early retirement shall notify the Superintendent, or designee,
- 1636 of their intent to do so by October 1st for retirement at the end of the first semester of the
- 1637 current school year, and by February 1st, for retirement at the end of the second semester.
- 1638 The actuarial reduction form must be completed and returned by the above dates.
- 1639
- 1640 c. Limitations: Unless otherwise specified, employees shall only be permitted to retire under
- 1641 this policy at the end of a semester.
- 1642
- 1643 d. Contribution: For employees with at least twenty (20) years in the District, the District will
- 1644 pay the actuarial reduction penalty of a retirement annuity for the employee to a maximum
- 1645 of two (2) years as determined by WRS. This payment will be made in full directly to
- 1646 WRS upon receipt of the final calculation of the actuarial reduction penalty.
- 1647

1648 Annual actuarial reduction penalties shall not exceed an annually agreed upon dollar cap.  
1649 In 2004-2005, the cap shall be \$625,000. In future years, the cap amount will be subject to  
1650 bargaining. In the event that there are more employees seeking an actuarial reduction  
1651 payment than funds available, the employees with the most district seniority will prevail in  
1652 determining who will receive the benefit of the actuarial reduction payment. Once the  
1653 dollar cap has been reached, no additional retirees will be eligible to receive the actuarial  
1654 reduction payment for that year. If recalculation of the actuarial reduction payment costs  
1655 would allow an employee to retire within the dollar cap amount, the employee may elect to  
1656 retire without prejudice if they are otherwise eligible under 32.07(b) above. Denial of  
1657 actuarial reduction payment will not prevent the employee in a future year from retiring  
1658 with this payment. In the event that the dollar cap is not fully expended, the residual will  
1659 be used to adjust the following year's salary schedule.

- 1660
- 1661 e. Insurance Coverage:
- 1662
- 1663 1. Employees who voluntarily retire, pursuant to this article, shall be eligible to remain
- 1664 in the group insurance coverages maintained by the District.
- 1665
- 1666 2. The Board shall make the same hospital/surgical insurance contributions on behalf
- 1667 of early retirees that is made on behalf of all other unit employees; except that,
- 1668 where a retiring employee becomes eligible for Medicare, the Board shall pay the

1669 cost of the Medicare policy plus the cost of additional insurance coverage, which,  
1670 when added to Medicare, is equivalent to the coverage, provided all unit employees.

1671  
1672 a. For employees with a minimum of fifteen (15) years of seniority in the district,  
1673 but less than twenty-five (25), the Board-paid coverage will remain in effect for  
1674 a maximum of three (3) years. An additional two (2) years of the same coverage  
1675 will be paid by the Board fixed at the same premium as in the third year of  
1676 retirement. If there are additional amounts due, the retiree will pay that amount  
1677 directly to the carrier/District.

1678  
1679 b. For employees with twenty-five (25) or more years of District seniority, the  
1680 Board-paid coverage will remain in effect for a maximum of three (3) years. An  
1681 additional two (2) years of the same coverage will be paid by the Board fixed at  
1682 the same premium as in the third (3<sup>rd</sup>) year of retirement. If there are additional  
1683 amounts due, the retiree will pay that amount directly to the carrier/District.  
1684 Additional months of insurance may be purchased after the fifth (5<sup>th</sup>) year using  
1685 the value of accumulated sick leave in excess of ninety (90) days to a maximum  
1686 of one-hundred sixty (160) days. The value of the unused sick days will be at  
1687 the rate of the employee's daily contractual rate at retirement.

1688  
1689 3. Early retirees who wish to maintain other insurance coverages shall, subject to the  
1690 rules of the carrier, make the necessary payments directly to the carrier for the  
1691 desired coverages. In the event payment cannot be made directly to the carrier,  
1692 payment shall be made directly to the District.

1693  
1694 4. Early retirees may continue participation in the District health insurance program  
1695 following termination of District-paid coverage by paying the premium as outlined  
1696 in paragraph (3) above.

1697  
1698 f. In the event that an analysis of the cumulative costs/savings of this program depicts costs  
1699 exceeding savings, the District shall not be obligated to approve that employee's early  
1700 retirement or any additional early retirements.

1701  
1702 g. This early retirement section of the Agreement shall terminate on June, 2005 unless  
1703 extended by mutual agreement of the Board and the Association. Such extension shall be  
1704 executed in writing.

1705  
1706 Save Harmless: The Education Association of Waukesha does hereby indemnify and shall save  
1707 the Board harmless against any and all claims, demands, suits or other forms of liability including  
1708 court costs that shall arise out of, or by reason of, action taken or not taken by the Board, which  
1709 action, or non-action, is in compliance with the provisions of this article provided that the defense  
1710 against claims, demands, suits or other forms of liability shall be under the exclusive control of  
1711 the Association and its attorneys. Should a court of competent jurists, state or federal agency  
1712 issue any rulings, the thrust of which hold this article to be illegal, the Education Association of  
1713 Waukesha and the Waukesha School Board shall meet in conformity of article III, Section 3.02  
1714 (savings clause) to negotiate a mutually acceptable replacement. Should the Waukesha School  
1715 Board be unwilling to change the unlawful provisions, the Education Association of Waukesha  
1716 will not be obligated to fulfill the indemnity provision of this section.

1717  
1718

1719 **ARTICLE XXXIII**

1720 **EMPLOYEE CONTRACT**

1721  
1722

- 1723 33.01 Employee's individual contracts shall be deemed to incorporate all of the terms of an Agreement  
 1724 concerning wages, hours and conditions of employment made between the Board and the  
 1725 Association.  
 1726
- 1727 33.02 In the event an agreement concerning wages, hours and conditions of employment has not been  
 1728 reached by the negotiating parties at the date (per statute) employees' contracts are to be issued,  
 1729 the following procedure will be followed:  
 1730
- 1731 a. The employee will be informed by the Superintendent that the Board has voted to extend a  
 1732 contract to them for the ensuing year.
  - 1733
  - 1734 b. The contracts will be available in the building principal's or immediate supervisor's office  
 1735 any time after a date to be stipulated in the Superintendent's letter of notification. Current  
 1736 practice in the administration of the contract shall be continued.  
 1737
  - 1738 c. A note will be attached to the contract (which does not include salary amount) stating,  
 1739 "The salary on this contract will be determined by negotiations and approval of both EAW  
 1740 and the Board of Education, but shall not be less than the salary received in the current  
 1741 school year. This notification is to be considered part of the contract until a negotiated  
 1742 settlement is reached."  
 1743
  - 1744 d. Contracts must be signed by the statutory limit date unless it is mutually agreed to extend  
 1745 the deadline in individual cases. Persons having such individual cases should communicate  
 1746 with the administration.  
 1747
- 1748 33.03 Contract Release: The District and the EAW encourage employees to notify the District as soon  
 1749 as possible regarding contract release. The District will provide an incentive of \$250.00 to any  
 1750 employee whose resignation for the next contract year is received prior to March 1st. Persons  
 1751 being considered for non-renewal or dismissal will not be eligible for this incentive. The  
 1752 incentive payment will be included in the employee's final payroll check of the current contract  
 1753 year. Any employee notifying the District that she/he wishes to be released from her/his contract  
 1754 after July 1st for the following contract year, or any time during the course of a current contract  
 1755 year, shall include a late release payment of \$500.00. Said employee shall be released from the  
 1756 contract upon the District's receipt of this payment. Contract release language will have no  
 1757 impact, at any time, on a retiree. This language, Contract Release, will sunset June 30, 2005.  
 1758

## ARTICLE XXXIV

### NEGOTIATING PROCEDURES

- 1764 34.01 The Board and the Association recognize their responsibilities toward each other for negotiating  
 1765 in good faith and asking agreement on matters regarding wages, hours and conditions of  
 1766 employment and neither party will demean the process.  
 1767
- 1768 34.02 The parties will furnish a list of their duly authorized agents for negotiations on or before the  
 1769 opening session. All correspondence and communication shall be channeled through those  
 1770 agents.  
 1771
- 1772 34.03 Both parties shall submit their proposals in writing to the other party to this Agreement at the first  
 1773 negotiation session. This first session will be open to the press and public. Further negotiations  
 1774 sessions shall be open unless either party calls for a closed session(s) or partial session.  
 1775
- 1776 34.04 The parties will discuss and attempt to agree on ground rules for bargaining at the initial session.

1777  
1778 34.05 The Superintendent, upon request, shall supply all reasonable available statistics and data relative  
1779 to the local school District, to the Board and/or the Association.  
1780

1781 34.06 If, by operation of a statutory law, the permissive items contained in this Agreement are subject  
1782 to becoming mandatory subjects of bargaining, the parties agree that all such permissive items  
1783 will evaporate twenty-four (24) hours prior to the effective date of such legislation.  
1784

1785 Final determination of which items are evaporated by this section shall be withheld until the  
1786 items are identified as permissive by a declaratory ruling of the WERC or until the items are  
1787 modified by the parties themselves. All such petitioned items shall be maintained and enforced  
1788 during the period of determination above.  
1789

1790 Within twenty (20) working days following the effective date of the legislation, either party may  
1791 file a petition with the WERC requesting a declaratory ruling on items contested as being  
1792 mandatory subjects of bargaining.  
1793

1794 If requested, the opposite party shall participate in a joint petition for declaratory ruling through  
1795 the Wisconsin Employment Relations Commission to determine whether the challenged subjects  
1796 are mandatory or permissive.  
1797

1798 Upon receipt of a decision, all items found to be mandatory shall be continued. Those items  
1799 found to be permissive shall immediately evaporate and the parties shall enter into immediate  
1800 bargaining over the impact, if any, of the permissive language and over the appropriate  
1801 replacement provision for the permissive section. This limited reopener shall be subject to the  
1802 binding arbitration procedure of 111.70, Wisconsin Statutes.  
1803

1804 If the Board agrees, in writing, that the exact terms and conditions of the permissive subjects will  
1805 be maintained, for the duration of the Agreement then in force, negotiations over the impact will  
1806 be delayed until bargaining on the successor Agreement begins.  
1807

1808 This section shall be deleted from the Agreement on July 1, 2005 unless extended by mutual  
1809 agreement of the parties. Any ruling by the WERC on petitions filed under this section shall be  
1810 binding on the parties even though the ruling may be made following the expiration of this  
1811 section.  
1812

1813  
1814 **ARTICLE XXXV**

1815  
1816 **WORK STOPPAGE**

1817  
1818 35.01 The Association shall not, for the term of this Agreement, condone, authorize or call a work  
1819 stoppage, strike or slowdown as a result of a dispute arising out of the interpretation, meaning  
1820 and application of the terms of this Agreement which are covered by the binding arbitration  
1821 procedure of this Agreement.  
1822

1823 35.02 If a dispute arises which is not covered by the binding arbitration portion of this Agreement, it  
1824 shall not be construed that the Board has agreed that any of the above concerted activities are  
1825 allowed.  
1826

1827  
1828 **ARTICLE XXXVI**

1829

**TERMINATION OR AMENDMENT OF AGREEMENT**

1830  
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- 36.01 Either party may terminate or request amendment to this Agreement by notifying the other party in writing on or about January 1, 2005. The initial meeting for presentation of proposals shall be held on or about January 15, 2005 in respect to a new Agreement or amendment of the existing Agreement. In the event that a successor Agreement is reached prior to January 1, 2005, this section shall be waived.
- 36.02 If no such notice of termination or amendment is given, this Agreement shall automatically continue in full force and effect after the above time and date until terminated by sixty (60) days written notice by either party to the other expressly stating its intention to terminate this Agreement.
- 36.03 This Agreement shall be effective as of July 1, 2003, and shall remain in full force and effect up to June 30, 2005.
- 36.04 Either the Board or the EAW may reopen the Master agreement contract with respect to wages and employee fringe benefits for the 2004-2005 school year if on, or before, July 1, 2004, the State of Wisconsin enacts legislation which eliminates, or changes, the 3.8% Qualified Economic Offer (QEO) parameter provisions of the Municipal Employment Relations Act, or having other material changes on the articles listed below. If either party re-opens the contract as provided in this paragraph, written notice must be given to the other party on or before July 1, 2004. The re-opener is to be applicable only to the following provisions: 21.01, 21.06(b), 21.08, 25.01, Article 32, Appendix A, Appendix B and Appendix C.

Education Association of Waukesha  By _____ <div style="display: flex; justify-content: space-around; width: 100%;"> <span>President</span> <span>Date</span> </div>	Waukesha Board of Education  By _____ <div style="display: flex; justify-content: space-around; width: 100%;"> <span>President</span> <span>Date</span> </div>
By _____ <div style="display: flex; justify-content: space-around; width: 100%;"> <span>Executive Secretary</span> <span>Date</span> </div>	By _____ <div style="display: flex; justify-content: space-around; width: 100%;"> <span>Clerk</span> <span>Date</span> </div>

**SALARY SCHEDULE**  
**2003 –2004**

STEP	BA (B)	BA+15 (C)	BA+30 (D)	MA (E)	MA+15 (G)	MA+30 (J)
(3)	29,550					
(4)	32,000					
(5)	33,000					
(6)	34,000	32,835	34,025	34,795	36,380	

(7)	35,720	37,920	34,795	35,940	36,890	38,685
(8)			36,015	37,185	38,060	39,845
(9)			42,405	38,255		40,985
(10)		38,590		39,715	40,930	42,795
(11)				47,035	42,685	
(12)	41,785		42,405		43,830	
(13)		44,815			50,875	47,650
(14)			48,000	48,880		52,000
(15)	48,085	49,585			50,875	
(16)			55,490			58,560
(17)				60,085	62,000	66,500

1869  
1870  
1871  
1872

**SALARY SCHEDULE**  
**2004 – 2005**

STEP	BA (B)	BA+15 (C)	BA+30 (D)	MA (E)	MA+15 (G)	MA+30 (J)
(3)	29,550					
(4)	32,000					
(5)	33,000					
(6)	34,000	34,100	34,225	34,795	36,380	

(7)	35,920	38,220	34,795	35,940	36,890	38,685
(8)			36,015	37,185	38,060	39,845
(9)			42,705	38,255		40,985
(10)		38,590		39,715	40,930	42,795
(11)				47,360	42,685	
(12)	41,785				43,830	
(13)		44,815			51,225	47,650
(14)			48,000	48,880		52,000
(15)	48,085	49,585				
(16)			55,490			58,560
(17)				60,085	62,000	66,600

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**APPENDIX A**

**COMPENSATION**

- A. The Board shall pay 6.2% of Appendix A, and Appendix C employee's salary to Wisconsin Retirement System (WRS) beginning at Step 1 of the salary schedule. (Effective January 1, 1996, said contribution shall be up to 6.5 %.)
- B. Column Placement and Vertical Movement:
  - 1. Employees with a Baccalaureate Degree and proper certification or licensure will be placed in Column B.
  - 2. To be placed in Column C (BA+15):

- 1892 A. The fifteen (15) credits beyond the Bachelor's Degree must be certified as being graduate  
1893 credits.  
1894  
1895 B. The credits will be related to the employee's field of instruction as determined by the  
1896 superintendent or designee.  
1897  
1898 3. To be placed in Column D (BA+30):  
1899  
1900 A. The thirty (30) credits beyond the Bachelor's Degree must be certified as being graduate  
1901 credit.  
1902  
1903 B. The credits will be related to the employee's field of instruction as determined by the  
1904 superintendent or designee.  
1905  
1906 4. To be placed in Column E (MA), the employee must have a Master's Degree.  
1907  
1908 5. To be placed in Column G (MA+15) the employees must have a Master's Degree (Column E)  
1909 plus fifteen (15) graduate credits.  
1910  
1911 6. To be placed in Column J (MA+30) the employee must have a Master's Degree (Column E) plus  
1912 thirty (30) graduate credits.  
1913  
1914 7. Employees will be permitted an annual increment until they reach the benchmark. Employees  
1915 who have surpassed the benchmark may continue until they have reached the maximum (the first  
1916 line). Employees who were beyond the maximum (first line) as of the beginning of the 1999-  
1917 2000 school year may continue to the second maximum line. Employees who were beyond the  
1918 second maximum line as of the beginning of the 1997-98 school year may continue to the top  
1919 step of that column.  
1920  
1921 8. Part-time employees shall be placed on the salary schedule at the appropriate column and step for  
1922 degrees/credits and years of District service. They shall receive as compensation the same  
1923 percent of that column and step as the percent of a full load they work.  
1924  
1925 9. Part-time employees shall be subject to the same conditions as in paragraphs B1 through B7,  
1926 receiving the percent of that cell representing the percent of a full load worked.  
1927  
1928 10. A part-time employee moving to full-time employment shall be placed on the salary schedule at  
1929 the cell agreed upon between the employee and the District.  
1930

1931 C. Movement Between Columns:  
1932

1933 The salary schedule change focuses on upgrading performance through education. The EAW and  
1934 District agree that course work taken needs to be high quality. As in the past, all course work must be  
1935 from a college or university with an accredited graduate program and taken for graduate credit. The  
1936 District will keep a list of approved colleges and universities. Colleges and universities not adhering to  
1937 rigorous standards of performance will be removed from the list.  
1938

- 1939 1. To be considered for column movement (BA+15, BA+30, Masters), all employees shall be in a  
1940 District approved graduate program. All graduate credits and inservice credits must receive prior  
1941 approval. Approval of credits will be submitted to a committee of one (1) School District and  
1942 one (1) EAW representative. All credits must meet District criteria for column movement.  
1943

1944 Employees may accumulate fifteen (15) District approved graduate credits prior to entering a  
1945 District approved graduate program. These credits can be used for movement from the BA

- 1946 column to the BA+15 column only.
- 1947
- 1948 2. Credits beyond a Master's Degree earned before September 1, 1999 and after the effective date of
- 1949 the employee's last column move but after August 25, 1980, will be accepted for the employee's
- 1950 next column move.
- 1951
- 1952 3. Employees hired after the 1999-2000 school year will be placed on the appropriate benchmark
- 1953 step (BA 3) or above, as determined by the District. For columns other than the BA, salary
- 1954 placement shall be by mutual consent of the new employee and the District. After the conclusion
- 1955 of the probationary period, the employee must be placed on the salary schedule commensurate
- 1956 with their education.
- 1957
- 1958 4. With the exception of employees placed in the BA column or in the MA+30 column, all new
- 1959 employees will move from benchmark to the next benchmark upon completion of the appropriate
- 1960 credits as specified in Appendix A-B.
- 1961
- 1962 5. Employees in the BA column will be permitted an annual increment during their first years of
- 1963 employment with each year of employment, step 3 to step 7. Any further movement will be
- 1964 made to the appropriate benchmark upon completion of the credits as specified in Appendix A-B.
- 1965
- 1966 6. Employees in the MA+30 column will be permitted an annual increment on the schedule to the
- 1967 schedule maximum.
- 1968
- 1969 7. Employees hired before the 1999-2000 school year will be placed on the salary schedule based
- 1970 on their schedule placement in the 1998-99 school year plus one additional step for experience, if
- 1971 the step is available to them. If column movement is also appropriate, the employee will be
- 1972 placed in the appropriate column and step, plus one additional step for experience, if a step is
- 1973 available.
- 1974
- 1975 8. Employees Hired Before 1999:
- 1976
- 1977 a. will be allowed to continue annual increments in their column until no steps remain available
- 1978 in the column, or,
- 1979
- 1980 b. will make an appropriate column move as specified in Appendix A-B, which would allow for
- 1981 an annual increment on the salary schedule to a benchmark and will be eligible only for
- 1982 column movement (benchmark to benchmark) thereafter. If placement at the new column
- 1983 and benchmark does not constitute a salary advancement, the employee will then be moved
- 1984 to the appropriate column at their current step and allowed to continue down the column.
- 1985
- 1986 c. Employees referenced in the second part of paragraph 8B (above) may advance a maximum
- 1987 of one column. Further advancement is limited to a benchmark.
- 1988
- 1989 9. Once all employees hired before 1999 have been placed on benchmark, all movement will be
- 1990 made benchmark to benchmark, except for the remaining increment steps in the MA+30 column
- 1991 as in 4 above.
- 1992
- 1993 10. Transfer from one column to another will require the following be submitted to the Director of
- 1994 Human Resources.
- 1995
- 1996 a. Written statement from the employee requesting a column transfer.
- 1997
- 1998 b. A letter from the graduate institution certifying that the employee is in a Master's Program.
- 1999

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- c. Transcripts of credits.
  - d. Copies of the following two (2) forms: "Request for Graduate Course Approval for Column Movement", and "Request for Salary Schedule Column Change".
  - e. Degree or notice of Degree.
  - f. Column movements will not be allowed during an employees first contract year.
11. Transfer from one (1) column to another will be made retroactive for the agreement year if the above proper credentials have been presented on or before January 15.
  12. District authorized inservice credits may be applied toward column advancement. Up to six (6) inservice credits may be applied between columns BA and BA+30. Nine (9) inservice credits may be applied between column MA and MA+30 in the salary schedule except that advancement beyond columns BA+30 requires a certified Master Degree.
  13. Undergraduate Credits: Credits for lane advancement will normally be graduate credits. In some special circumstances, undergraduate credits, to a maximum of six (6) credits, may be approved by the Executive Director of Human Resources to substitute for graduate credits. Request for such approval must be submitted at least ten (10) days prior to an expected response. A refusal to approve the request shall not be subject to the grievance procedure.
  14. Employees on Job Targets: Employees who are on (job targets) will not be eligible for column movement during any semester(s) that they are on (job targets). After June 30, 2005, this section will be extended unless either party requests a review. The review must be requested, in writing, prior to March 1, 2005. The parties shall enter into discussions on this issue as soon as possible for the purpose of reaching a mutually agreeable conclusion. If no conclusion is reached, this section (14) will sunset.
- D. New Employee To The District:
1. A new employee to the District must complete the three (3) District teacher development program graduate courses within the probationary period. There will be no cost to the employee to take the courses unless he/she wishes to use the courses for column movement.
  2. If a new employee has completed any of the three (3) designated courses prior to being employed by the District, a course suggested by the employee or District and approved by the District may be substituted and paid for by the District.
  3. In the event that a new employee is unable to complete the three (3) courses within the probationary period, the employee will meet with an EAW representative and District representative to create an individual plan for the completion of the courses.
  4. If an employee has reached the MA+30 column and elects to take a District-designated course, the employee would not receive graduate credit nor need to pay to take the course.
  5. If the employee pays the tuition for these courses, then the three (3) District courses can be used for movement between any of the columns at any time while the District employs the employee.
  6. A notice disclosing the employee's requirement to take the three (3) courses shall be signed and dated at the time the employee is hired.

2054 E. Summer and Other Employment:

2055  
2056 1. Summer school teaching and other professionally oriented summer employment shall be  
2057 compensated at the rate of: 2003 -2004 - \$19.40; 2004 –2005 - \$20.16 per hour. Summer  
2058 school teachers will be awarded a fifteen (15) minute preparation period for each hour of  
2059 assigned teaching time.

2060  
2061 2. Driver Education behind-the-wheel training as a year-round program is exclusive of the above  
2062 provisions.

2063  
2064 3. School year work including curriculum, inservice instruction or group leader and other related  
2065 work done outside regular instruction hours will be compensated using the following formula for  
2066 hourly pay.

2067  
2068 Current BA benchmark divided by 190 divided by 8 equals the hourly rate.  
2069 (example  $35,720 \div 190 \div 8 = 23.50$ )

2070  
2071 4. Middle and high school classroom teachers who, during one of his/her normal preparation  
2072 periods, are assigned to substitute teach for another classroom teacher’s class will receive the  
2073 hourly rate as stated in item 3 above. This rate will not be used for assignment overloads.

2074  
2075 5. Elementary teachers described under 13.09 will receive the hourly rate as stated in item 3 above.

2076  
2077  
2078 F. Vocational Co-op:

2079  
2080 Beginning with the 2001-2002 school year, teachers with DPI vocational certification (that requires  
2081 2000 hours of work experience) assigned to teach and supervise vocational co-op students will be paid a  
2082 one-time payment of \$2000 for that vocational certification work experience credit.

2083  
2084 Teachers who have received vocational certification work experience credit with credits toward lane  
2085 movement are not eligible for the above payment.

2086  
2087  
2088 G. Driver Education - Behind-the-Wheel Pay:

2089  
2090 A Behind-the-Wheel driver education instructor will receive an hourly salary as follows:

2091  
2092 2003 –2004 - \$19.40      2004 –2005 - \$20.16

2093  
2094 H. Athletic Director:

2095  
2096 2003 – 2004 - \$3,257      2004 – 2005 - \$3,257

2097  
2098 High School (10-12) athletic director will receive additional monies to his/her regular salary. One (1)  
2099 additional week of work prior to the beginning of the school year is required.

2100  
2101 I. Salary of Psychologists and Social Workers:

2102  
2103 1. The salaries of psychologists and social workers shall be determined by first placing them  
2104 appropriately on the teacher salary schedule (Appendix A) and multiply at that step as follows:

2105  
2106 Psychologists      Social Workers

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The compensation shall be for a one hundred ninety (190) day work year.

Beginning with the 1985-86 school year, newly hired social workers shall be employed at 1.00 times their appropriate column and step placement.

2. Summer compensation for psychologist and social workers shall be at the rate of 1/190 of the annual salary as computed in paragraph 1 above for each day of summer work. Social workers hired prior to the 1985-86 school year shall have their pay rates red-circled during the 1986-87 school year and thereafter at 1.05 times their appropriate column and step.

J. Department Chairpersons:

2003 -2004 - \$4,544	2004 -2005 - \$4,544
----------------------	----------------------

K. Limited Term Employee:

- a. A limited term employee is an employee assigned to fill a position, which at the time of the appointment is anticipated to be of a temporary nature, that is, covering a period of time of at least one day but less than a full school year. The job description of such an employee would include those tasks normally associated with the job of full-time and regular part-time teachers, guidance counselors, librarians, psychologists, social workers, speech and language pathologists, occupational therapist, physical therapists, and special education itinerants regardless of the building in which tasks are carried out.
- b. A limited term employee shall be entitled to the salary at the rate of a long term substitute teacher. (21 day plus rate) After sixty (60) days, the daily rate will become the same as a beginning teacher, retroactive to the first day of employment. Long term employees will be eligible for one (1) sick day per month with a maximum of ten (10) days per year. No other benefits will be provided.
- c. A limited term employee who is re-employed in a bargaining unit position in a subsequent school year shall be advanced one full increment provided their initial employment was for more than a full semester in the prior year. The seniority date of that employee is the date for which they are hired as a regular full-time or regular part-time employee.

- L. Costs for a District designee employee, who volunteers to obtain an initial non-Department of Public Instruction certification in Cisco or ASE, required to teach specialty courses, will be borne by the District. Training required to maintain these certifications will be granted inservice credit as provided in section 11.01 of this agreement.

**MEMORANDUM OF AGREEMENT**

Appendix B will be deleted from the Agreement subject to the following conditions:

1. District personnel under contract to the District, specifically employed in the position as listed prior to the 1979-80 school year, will continue to receive the additional dollar amount of the base salary as indicated. New personnel employed effective with the 1979-80 school year will not receive the additional dollar amount of the base as listed by position and percent.

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Full-time counselor 3%  
 (Prior to 1979-80)

2. Secondary counselors will continue to work two (2) extra weeks with payment based on prior year salary schedule for one (1) week following school year and succeeding schedule for one (1) week at the end of summer. Elementary counselors hired after May 13, 1988, shall be employed for one hundred ninety (190) days and shall be paid on a per diem basis for counselor duties performed during extra assigned days. The ten (10) days of extended assignment contractually provided for currently employed elementary counselors will be phased out on the following schedule:

1988-89	7 days remain at the end of the year
1989-90	4 days remain at the end of the year
1990-91	0 days remain at the end of the year

**APPENDIX C**

**POLICIES ON PAY FOR ACTIVITIES**

Co-curricular assignments shall initially involve mutual agreement. If every reasonable effort fails to secure mutual agreement, personnel may be assigned by the administration. It is recognized that requests to split assignment among faculty members may be honored if feasible. To be relieved of an assignment after serving one (1) or more years, the teacher shall request release from the assignment of the administration prior to April 15th of the school year. Every reasonable effort will be made to comply with the request. Teachers serving five (5) or more years in a co-curricular assignment shall be released upon notice given prior to April 15th. If a qualified replacement is not available, the teacher will remain in the activity for one (1) additional year and then be released. Service for five (5) years in any extra curricular assignment shall exempt employees from any future involuntary assignment to that duty.

The following apply to persons assigned activities for which they receive extra pay:

**APPENDIX C**

**CO-CURRICULAR ACTIVITIES**

**BASE: \$33,000: 2003 –2004, \$33,000: 2004 - 2005**

**Base for 2005-06 will be the BA Benchmark**

**HIGH SCHOOLS**

<u>ACTIVITY</u>	<u>2003-2004</u>	<u>ACTIVITY</u>	<u>2003-2004</u>
	<u>%</u>		<u>%</u>
<u>BASEBALL</u>		<u>TENNIS</u>	
Head	10.7	Head	8.0
J.V.	7.5	J.V.	5.9
Freshman	7.5		
		<u>TRACK</u>	
<u>BASKETBALL</u>		Head	10.7
Head	10.7	Assistant	7.5
J.V.	7.5		
Freshman	7.5	<u>WRESTLING</u>	
		Head	10.7
<u>CROSS COUNTRY</u>		Assistant	7.5

2216	Head	8.0		
2217	Assistant	5.9	<u>VOLLEYBALL</u>	
2218			Head	8.0
2219	<u>FOOTBALL</u>		J.V.	5.9
2220	Head	10.7	Freshman	5.9
2221	Varsity Assistant	7.5		
2222	J.V.	7.5	<u>STRENGTH &amp; CONDITIONING SUPERVISOR</u>	
2223	Freshman	7.5	1 <sup>st</sup> Semester	5.3
2224			2 <sup>nd</sup> Semester	5.3
2225	<u>GOLF</u>		Summer	5.3
2226	Head	8.0		
2227	Assistant	5.9	<u>INTRAMURALS</u>	
2228			Basketball	3.2
2229	<u>GYMNASTICS</u>		Coordinator	2.1
2230	Head	10.7	Softball	2.7
2231	Assistant	7.5		
2232			<u>EQUIPMENT MANAGER</u>	5.3
2233	<u>SOCCER</u>			
2234	Head	10.7	<u>MISCELLANEOUS GROUP I</u>	
2235	J.V.	7.5		
2236	Freshman	7.5	<u>COMPUTER SPECIALIST</u>	10.7
2237				
2238	<u>SOFTBALL</u>		<u>DRAMATICS</u>	
2239	Head	8.0	Director (per play)	4.3
2240	J.V.	5.9	Musical Choral	4.3
2241	Freshman	5.9	One Act Play	4.3
2242			One Act Assistant	2.1
2243	<u>SWIMMING</u>		Musical Instrumental	2.1
2244	Head	10.7	Play Props	2.1
2245	J.V.	7.5	Stage & Lighting	2.1
2246	Diving	7.5		
2247				

**APPENDIX C (Continued)**

**BASE: \$33,000: 2003 – 2004, \$33,000: 2004 - 2005**

**Base for 2005-06 will be the BA Benchmark**

		<b>2003 –2004</b>		<b>2003 –2004</b>
	<b><u>ACTIVITY</u></b>	<b><u>%</u></b>	<b><u>ACTIVITY</u></b>	<b><u>%</u></b>
2251				
2252				
2253	<u>MUSIC</u>		Class Advisors	1.1
2254			Close-Up	2.7
2255	Band Director	10.7	Debate Head	8.0
2256	Band Director & Asst. 9	7.0	Debate Assistant	5.9
2257	Color Guard	2.7	DECA	5.3
2258	Drill Team Instructor	2.7	Ecology Club	1.1
2259	Percussion	2.7	F.B.L.A.	5.3
2260	Chorus	8.6	Foreign Language Club	1.1
2261	Orchestra	7.5	Forensics (Head)	4.3
2262			Forensics (Assistant)	2.7
2263	<u>SCHOOL NEWSPAPER</u>		HERO	5.3
2264	(If no class during year)	6.4	HOSA	5.3
2265			Key Club	4.3
2266	<u>YEAR BOOK</u>		Letter Winners Club	1.1
2267	Editorial	6.4	Literary Club	2.1
2268	Pictures	2.7		
2269				

2270	Sales	3.2	Math Club	1.6
2271	Year Book Photography	4.3	National Honor Society	1.6
2272	No class semester 1 – 3/5 payment		Newspaper Photograph	1.1
2273	No class semester 2 – 2/5 payment	Photography	4.3	
2274			Pom Pon Girls (Dance Team)	7.5
2275	<b><u>MISCELLANEOUS GROUP II</u></b>		Pom Pon J.V. (Dance Team)	7.5
2276			Prom	2.1
2277	Academic Decathlon	4.3	SADD	4.3
2278	A.F.S./International Club	3.2	Ski Club	1.1
2279	Art Club	1.1	Ski Race Team	2.7
2280	Automotive Service Excellence	3.0	Student Council	10.7
2281	Cheerleader (Varsity & J.V.)	7.5	Ticket Sales	5.3

**MIDDLE SCHOOL**

	<b>2003 –2004</b>		<b>2003 –2004</b>	
<b><u>ACTIVITY</u></b>	<b><u>%</u></b>	<b><u>ACTIVITY</u></b>	<b><u>%</u></b>	
2291	Boys Basketball	4.8	Wrestling	5.3
2292	Girls Basketball	4.8		
2293	Cross Country	4.3	<b><u>MISCELLANEOUS</u></b>	
2294	Flag Football	2.1	Art Club	2.1
2295	Soccer	1.6	Assorted Clubs	1.1
2296	Softball	2.7	Drama	2.1
2297	Track	4.3	Math Club	1.6
2298	Volleyball	2.1	Newspapers	1.6
2299			Intermediate Basketball	3.2

**APPENDIX C (Continued)**

**BASE: \$33,000: [2003 –2004, \$33,000: – 2004 - 2005**  
**Base for 2005-06 will be the BA Benchmark**

**MIDDLE SCHOOLS** (Continued)

	<b>2003 –2004</b>		<b>2003 –2004</b>
<b><u>ACTIVITY</u></b>	<b><u>%</u></b>	<b><u>ACTIVITY</u></b>	<b><u>%</u></b>
2311	<b><u>MISCELLANEOUS</u></b> (Continued)	<b><u>MUSIC</u></b>	
2312	Photo Club	Band	2.1
2313	Science Club	Bell Choir	1.1
2314	Student Council	Chorus	2.1
2315	Yearbook	Jazz/Pop Strings	1.1
2316		Orchestra	2.1
2317		Triple Trio	1.1

**ELEMENTARY SCHOOLS**

	<b>2003 –2004</b>		<b>2003 –2004</b>
<b><u>ACTIVITY</u></b>	<b><u>%</u></b>	<b><u>ACTIVITY</u></b>	<b><u>%</u></b>

2324				
2325	<u>MUSIC</u>		Cross Country	1.1
2326	Band	8.6	Future Problem Solving	1.1
2327	Orchestra	8.6	Science Fair	1.1
2328			Town Meeting	1.1
2329				

**PER OCCURRENCE, UNLESS OTHERWISE SPECIFIED**

2331			<u>2003 – 2004</u>	
2332	Football/Basketball			
2333	Timers & Scorers		\$23.81	
2334	Football/Basketball			
2335	Ticket Sellers & Announcers		23.81	
2336	Ticket Takers		23.81	
2337	Supervision in Stands		23.81	
2338	For Non-Athletics		18.63	
2339	Bus Supervision per Occasion		5.95	
2340	Per Hour for Detention		8.93	
2341	For Ordinary Meets		15.67	
2342	Backstage Supervision		12.69	
2343	Other Items Not Covered Above		9.93	
2344	No activity may exceed 1.1% of Appendix C Base.			
2345	If more help is needed for intra-murals, it may be approved by the principal at \$3.75 per night before 6			
2346	p.m. and \$4.75 per night after 6 p.m. The limit is \$100 per person per year.			
2347				
2348				

**LONGEVITY**

2351 Longevity reimbursement will be accorded those activities which are subject to close public scrutiny:  
 2352 Those activities will include all athletic teams, dramatic directors, debate coaches, and advisors of the  
 2353 Cardinal Star, Central Star and Megaphone. All other activities are considered to have service as their  
 2354 principal function and are excluded from these longevity provisions.

2355  
 2356 The rate of compensation recommended:

- 2357
- 2358 1. After five (5) years (during the 6th year) in the same activity or job (ie, freshman coach) - 8%
- 2359 of the job level salary.
- 2360
- 2361 2. After eight (8) years (during the 9th year) in the same activity or job, 5% (a total of 13%) of
- 2362 job level salary.
- 2363
- 2364 3. After ten (10) years (during the 11th year) in the same activity or job, 5% (a total of 18%) of
- 2365 the job level salary.
- 2366

2367 Recommended maximum number of people to be paid (other than starter and referee):

- 2368
- 2369 Basketball..as assigned by administrator
- 2370 Football..as assigned by administrator

2371	Dual cross-country	0
2372	4 teams and up, cross-country	3
2373	Dual or triangular track	3
2374	4 teams and up, track	5
2375	Dual or triangular, swimming	3
2376		
2377	All events not listed above will have maximum as agreed with, by the principal. Changes from the above	
2378	maximums must be approved by the principal.	
2379		
2380	Funds for this supervision will be taken from receipts of activities that have sufficient funds. Supervision	
2381	for events without income will come from Board funds.	
2382		
2383	<b><u>FACULTY PASSES:</u></b> Teachers shall continue to receive passes to high school functions. Functions	
2384	sponsored by the WIAA may be an exception. The teacher must select at which high school the pass	
2385	would be honored.	
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**APPENDIX D**

**POINT OF SERVICE HEALTH PLAN  
SUMMARY**

**REIMBURSEMENT OF COVERED SERVICES**

<b>All Health Care Services Except Prescription Drugs and Mental Health and Substance Abuse Services</b>			
	<b>Level 1</b> 100% Coinsurance No Deductible Stop Loss N/A	<b>Level 2</b> 90% Coinsurance \$100/\$200 Deductible \$600/\$1,200 Stop Loss	<b>Level 3</b> 80% Coinsurance \$100/\$200 Deductible \$1,100/\$2,200 Stop Loss
All medical services* except those which require pre- authorization.** Services which require pre-authorization are listed on the first page of this Benefit Summary.	Received from your Primary Care Physician or a Primary Provider to whom your primary Care Physician has referred you.	Received from any Network provider other than your Primary Care Physician or a Primary Provider to whom your Primary Care Physician has referred you.	Received from non- Network providers.
Chiropractic services	Received from a Network Chiropractor.	Level 2 does not apply to chiropractic services; chiropractic benefits are paid at either Level 1 or 3	Received from non- Network chiropractors.
* Services received when a medical emergency exists may be reimbursed at Level 1, subject to our schedule of reasonable and customary fees. Read about medical emergencies on pages 21 & 31 of your policy.			
** When we pre-authorize services based on a specified expenditure, the specified expenditure is the reimbursement limit, and deductible and coinsurance amounts do not apply.			

<b>Mental Health and Substance Abuse Services</b>		
	<b>Received from Network providers</b>	<b>Received from non-Network providers</b>
Coinsurance amount and reimbursement limits	Reimbursement is 90% of the first \$50,000 (100% thereafter) of covered expenses for combined inpatient, transitional, and outpatient services per Benefit Period.	Reimbursement is limited to 90% of the covered expenses for the first \$2,000 of outpatient services, the first \$3,000 of transitional services, and the first \$7,000 of inpatient services per Benefit Period.*
* You will not be reimbursed for covered expenses in excess of \$12,000 in a Benefit Period unless the services are received from a Network provider.		

**ADDENDUM TO**

**WEA INSURANCE CORPORATION GROUP HEALTH INSURANCE POLICY AND CERTIFICATE**

**BENEFIT SUMMARY**

This Benefit Summary provides important information about reimbursement limits which apply to your health insurance benefits. It also specifies what amendments, if any, apply to your coverage. Many of the terms used below are explained in Section 2 of your Group Health Insurance Certificate. Your Certificate describes your benefits and the exclusions and limitations that apply to them. We encourage you to read it.

**Employer:** WAUKESHA SCHOOL DISTRICT      **Effective Date of Policy:** 12-01-95

**Benefit Period:** January through December      **Policy Anniversary:** July 01

**Maximum Deductible:** \$100 per individual; \$200 per family

**Prescription Drug Co-payment:** \$5 generic; \$15 brand name; \$30 designer drug

**Emergency Room Co-payment:** \$25

**Stop Loss:** The amount of individual and family stop loss depends on the level of reimbursement to which you are entitled for covered services. See the reimbursement tables below and page 21 of your policy for applicable amounts. Stop loss amounts include amounts paid toward deductibles, but do not include either co-payments for prescription drugs and emergency room treatment or coinsurance amounts you pay for covered mental health and substance abuse expenses and prescription drugs.

**Maximum Aggregate Benefit:** \$1,000,000 per individual

**Services Which Require Pre-authorization:**

- |  |   |
|--|---|
| Cardiac catheterization                                | MRI of back                                 |
| Carpal tunnel release                                  | MRI of head                                 |
| Contraceptive methods approved by the FDA after 1/1/95 | MRI of knee                                 |
| Diabetes equipment and self-management programs        | Myringotomy with or without tube insertion  |
| Diagnostic colonoscopy                                 | Presurgical second opinion consultations    |
| Durable medical equipment                              | Reconstructive or plastic surgery           |
| Ethmoidectomy  | Septoplasty                                 |
| Habilitative therapy for developmental delays          | Skilled nursing facility care               |
| Home health care                                       | Tonsillectomy with or without adenoidectomy |
| Hospice  | Transplantation procedures                  |
| Kidney dialysis or transplantation                     | Treatment of TMJ, MPD, or TMD               |

**APPENDIX E**

OFFICE OF THE SUPERINTENDENT  
222 MAPLE AVENUE  
WAUKESHA, WI 53186

Dear Co-Worker:

The Waukesha Board of Education has voted to extend a contract to you for 20\_ - 20\_. The contract will be available for your signature in your principal's office any time after March 15, 20\_. We would appreciate it if you would sign your contract just as soon as you are certain you will be a member of our staff in 20\_ - 20\_.

Because negotiations are not complete, we have agreed with the E.A.W. Negotiating Committee that the following note will be attached to the contract in lieu of a stated salary:

"The salary on your new contract will be determined by negotiations and approval of both the E.A.W. and the Board of Education, but shall not be less than the salary received in the prior year. This is considered to be part of the contract until a negotiated settlement is reached."

Contracts must be signed by April 15, 20\_ unless it is mutually agreed to extend the deadline in individual cases. If you have a problem in this matter, please feel free to talk with us.

Sincerely,

Superintendent of Schools

**APPENDIX F**

**TEACHER'S CONTRACT**

IT IS HEREBY AGREED, Between the Board of Education of the School District of Waukesha, party of the first part, and \_\_\_\_\_ a qualified teacher, party of the second part, that the said party of the second part is to teach in the public schools of the District in such grades, classes or positions to which the teacher may be assigned, for a term of one (1) school year consisting of one hundred ninety (190) contract days, to commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; said school year to be divided into such terms or semesters as the said party of the first part may hereafter determine: at and for the agreed sum of \_\_\_\_\_ Dollars for the said school year, the above amount to be paid in twenty-six (26) equal installments of \_\_\_\_\_ Dollars each subject to applicable withholdings and/or employee/employer contributions.

This contract is conditioned upon the teacher's possession of an appropriate State of Wisconsin teacher's license or certificate as required by the laws of the State of Wisconsin, and any contract entered into pursuant to this notice shall be invalid in the absence of such a license or certificate.

This contract is subject to the provisions of Wisconsin Statute 118.22 and the provisions of the Agreement between the EAW and the Board.

Certificate of License \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Board of Education President

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Board of Education Clerk

\_\_\_\_\_  
Dated

Column: \_\_\_\_\_ Step: \_\_\_\_\_

# SCHOOL DISTRICT OF WAUKESHA CALENDAR 2003-2004

July 2003						
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		

August 2003						
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 2003						
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 2003						
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 2003						
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 2003						
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)			

**August**

New Teacher Inservice.....	25
Teacher Work Days.....	26, 28
Staff Development Day.....	27

**September**

Labor Day.....	1
First Day of Class.....	2
Staff Development/Early Release Day.....	29

**October**

WEAC Convention No Service Day.....	30
WEAC Convention No Service Day.....	31
End of First Quarter.....	31

**November**

Conference Day.....	24
Conference Day.....	25
Thanksgiving.....	27
No Service Day.....	26, 28

**December**

Staff Development/Early Release Day.....	9
Holiday Recess.....	24-31

**January**

Holiday Recess.....	1-2
End of First Semester.....	22
End of Second Quarter.....	22
Teacher Record Day.....	23

**February**

Budget/Inservice Day.....	26
Conference Day.....	27

**March**

End of Third Quarter.....	26
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**April**

Staff Development/Early Release Day.....	22
Spring Recess.....	9-16

**May**

No Service/Snow Make-up Day.....	28
Memorial Day.....	31

**June**

End of Second Semester.....	10
End of Fourth Quarter.....	10

**Graduation Day..... June 12**

Teacher Record/Meeting Day.....	11, 14
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( ) Denotes non-student day  
<> Denotes staff development early release

**Snow Day Make-Up Schedule:**  
Day 1: 5-28  
Day 2: No make up  
Day 3: 6-11 students / 6-15 staff  
Day 4: No make up

January 2004						
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 2004						
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 2004						
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 2004						
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 2004						
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 2004						
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			

<b>FOR RECORD PURPOSES:</b>	<u>Student Record</u>	<u>Student Days</u>	<u>Faculty Days</u>
First Quarter	42	42	46
Second Quarter	46	48	50
Third Quarter	43	44	45
Fourth Quarter	46	46	49
First Semester	88	90	96
Second Semester	89	90	94
Year	177	180	190

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*Actual Parent Conference dates and times will be determined by each site.  
November 24th, November 25th & February 27th are suggested dates.*

2003-2004

## SCHOOL DISTRICT OF WAUKESHA CALENDAR 2004-2005

July 2004						
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

August 2004						
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 2004						
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 2004						
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 2004						
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 2004						
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)	

**August**

New Teacher Inservice.....	26
Teacher Work Days.....	27, 31
Staff Development Day.....	30

**September**

First Day of Class.....	1
Labor Day.....	6
Staff Development/Early Release Day.....	27

**October**

WEAC Convention No Service Day.....	28
WEAC Convention No Service Day.....	29

**November**

End of First Quarter .....	5
Conference Day.....	22
Conference Day.....	23
Thanksgiving .....	25
No Service Day.....	24, 26

**December**

Staff Development/Early Release Day.....	7
Holiday Recess.....	23-31

**January**

End of First Semester .....	20
End of Second Quarter .....	20
Teacher Record Day.....	21

**February**

Budget/Inservice Day.....	24
Conference Day.....	25

**March**

Spring Recess.....	25-31
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**April**

Spring Recess.....	1
Staff Development/Early Release Day.....	28
End of Third Quarter .....	8

**May**

No Service/Snow Make-up Day.....	20
Memorial Day.....	30

**June**

Last Day of Classes /	
End of Second Semester .....	10
End of Fourth Quarter .....	10
Graduation Day.....	June 11
Teacher Record/Meeting Day.....	13, 14

( ) Denotes non-student day  
<> Denotes staff development early release

**Snow Day Make-Up Schedule:**  
Day 1: No make up  
Day 2: May 27  
Day 3: No make up  
Day 4: 6/13 student / 6/15 staff

January 2005						
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 2005						
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 2005						
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 2005						
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 2005						
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 2005						
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		

<b>FOR RECORD PURPOSES:</b>	<u>Student Record</u>	<u>Student Days</u>	<u>Faculty Days</u>
First Quarter	45	45	49
Second Quarter	42	44	46
Third Quarter	47	48	49
Fourth Quarter	43	43	46
First Semester	87	89	95
Second Semester	90	91	95
Year	177	180	190

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***Actual Parent Conference dates and times will be determined by each site.  
November 22nd, November 23rd & February 25th are suggested dates.***

2004-2005