MASTER CONTRACT AGREEMENT

Between

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

And

THE EDUCATION ASSOCIATION OF WAUKESHA


June 3, 2003
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ARTICLE I

PURPOSE AND INTENT

1.01 The Board of Education of The School District of Waukesha and the Education Association of Waukesha recognize that the development and operation of the educational programs of the highest quality are for the benefit of the students and the community of Waukesha. This is a responsibility which, for its effective discharge, requires consultation among the School Board, the Superintendent and members of the faculty speaking through their representatives.

1.02 The Board of Education and the Education Association of Waukesha recognize their responsibilities toward each other and the community for negotiating in good faith and asking agreement on matters regarding wages, hours and conditions of employment and neither will demean the process. The ultimate aims of education are the continued development and implementation of quality in our educational program and the constant welfare of the children.

ARTICLE II

RECOGNITION

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

ARTICLE III

AGREEMENT

3.01 When a substantive agreement is reached, it shall then be made in writing and submitted for ratification to the Board and to the Association. Upon approval by both parties, it shall be signed by their respective presidents and secretaries and shall be binding on both parties.

3.02 If any sections of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or addenda should be restrained by such tribunal, the remainder of this Agreement and addenda thereto shall not be affected thereby, and the parties shall enter into negotiations as soon as possible for the purpose of arriving at a mutually satisfactorily replacement for such (invalid) section(s).

ARTICLE IV

BOARD'S RIGHTS CLAUSE

4.01 The Board on its own behalf, and on behalf of the electors of the District, retains and reserves unto itself all the powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by the laws and Constitution of the State of Wisconsin and the United States.

4.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of rules, regulations, and practices; and the use of judgement and discretion in connection
therewith shall be the responsibility of the Board subject to the terms of this agreement and the laws and Constitution of the State of Wisconsin and the United States.

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

ARTICLE V

ASSOCIATION RIGHTS

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

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

a. The use of school buildings for meetings - Approval for use shall be secured from the building principal in advance of the use. If the facilities requested require the use of services not normally operating (air conditioning, after hours custodial service, etc.) the Association shall pay the cost of such services.

b. The use of typewriters, ditto, or other office machines. The cost of materials and supplies used shall be paid by the Association to the Board.

c. The use of a school bulletin board for the posting of Association notices, the District delivery service and school mailboxes for distribution of communications to employees.

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

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

a. The Association will reimburse the District for the costs of the salary and fringe benefits of the replacement teacher. The replacement teacher shall be hired under the provisions of Article XXII of this agreement. The President shall have input as to the selection of the replacement teacher.

b. The release time President shall accrue all rights of employment as a full-time employee (i.e. advancement on salary schedule, insurance benefits, retirement, etc.)

c. Although released part-time, the President shall perform all duties of a full-time teacher with relation to attendance at parent/teacher conferences and staff meetings.

d. Section 5.04 (Association President release time) will be extended until June 30, 2004. After June 30, 2004, it will be extended to coincide with the dates of subsequent Master Contract Agreement renewals unless either party requests a review. The review must be requested, in writing, prior to March 1 of the year of the Master Contract Agreement expiration. 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 (Association President Release
5.05 The Association shall be given the opportunity, at the conclusion of building faculty meetings, to present reports and announcements.

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

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

ARTICLE VI

DISCRIMINATION

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

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

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

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

ARTICLE VII

DEFINITIONS

7.01 As used in this Agreement:

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

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

c. Association shall mean the Education Association of Waukesha.

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

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

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

h. Speech and Language Pathologists shall mean all full time or regular part time certified Speech and Language Pathologists.

i. Occupational and Physical Therapists shall mean all full time or regular part time certified Occupational and Physical Therapists.

j. Special Education Itinerants shall mean all full time or regular part time certified Vision or Hearing Impaired Teachers serving students on an itinerant basis.

k. Employee shall mean all members of the unit included in Article II.

l. Every reasonable effort and rule of reason shall mean what reasonable people would do in a particular set of circumstances.

ARTICLE VIII

GRIEVANCE PROCEDURE

8.01 This grievance procedure is designed to insure adequate and appropriate solution of grievances, as hereinafter defined, at the lowest possible administrative level.

8.02 A grievance is defined as an alleged violation regarding the interpretation or application of any of the provisions of this Agreement.

8.03 A complaint is any matter of dissatisfaction which an employee has with any respect of his/her employment which does not involve any grievance as defined in 8.02. It is recognized by the parties that employees who feel that they have a justifiable complaint may register this complaint with the principal or immediate supervisor. Such complaint shall be extended in writing. In the event that the employee is dissatisfied with the principal's or immediate supervisor's response, the complaint may be brought to the Executive Director of Human Resources.

8.04 The term "days" when mentioned in this grievance procedure shall mean working days; thus, weekends or non-employment days are excluded. The first day shall be the next complete working day following receipt of the grievance by the appropriate party or receipt of an answer by the aggrieved. The grievance must be submitted within twenty (20) days of the incident which gives rise to the problem. Each occurrence of a disputed interpretation or application constitutes a new grievance. Disputed pay practices are subject to legal limits.

8.05 Initiation or withdrawal of a grievance shall in no way reflect upon the employee's professional standing or loyalty to the school, department, or other organizations to which he/she is responsible. Neither shall it be considered a reflection upon his/her supervisor, or upon the general administration of the School or Department. All parties to a grievance must be assured of freedom from restraint, coercion, discrimination or reprisal.

8.06 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every reasonable effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

8.07 In the event that a grievance is filed at such a time that it cannot be processed through all of the steps in this procedure by the end of the school term, the parties will, upon receipt of written request of the
alleged aggrieved, make an effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term if possible.

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

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

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

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

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

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

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

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

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

8.11 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. In the case of a group of grievances, a representative shall be selected by the group to represent them. Grievance meetings are
not normally held during school hours. In the event hearings do occur during school hours, employees present shall be excused with pay.

8.12 The record of the steps taken in the grievance procedure and all communications and documents dealing with an employee grievance shall be placed in a file apart from the employee's personnel file.

8.13 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, will be jointly prepared by the Superintendent and the Association and costs shared fifty-fifty (50/50). The forms will then be made available to the senior building representative of the Education Association of Waukesha to facilitate operation of grievance procedure.

"The written statement of grievance shall include:

1. The name of the employee involved.
2. The facts giving rise to the alleged grievance.
3. Reference and identification of the specific articles or sections of the Agreement alleged to be violated.
4. The contention of the employee and the Association with respect to these alleged violations.
5. An indication of the specific relief sought."

8.14 It is understood by the parties that the registration of concerns, complaints or grievances will be through normal organizational channels, the complaint procedure, or the grievance procedure prior to seeking recourse through extra-organizational channels.

ARTICLE IX

PAYROLL PROCEDURES

9.01 Payment of salaries for regular payroll shall be in twenty-six equal payments. The pay dates, based on the start of the fiscal year (July 1), are biweekly and the pay days shall be Wednesday. On the first date in June, all remaining checks, except one, shall be distributed. The one remaining check shall be distributed on the next scheduled pay date.

9.02 The following voluntary payroll deductions will be made upon properly signed authorization:

a. All Professional Association dues spread over twenty-six (26) equal installments beginning with the first regular payroll. Authorization shall be in the business office by September 1st.

b. Waukesha United Fund spread equally over five (5) months ten (10 pays) beginning with the January 1st payday. Authorization shall be in the Business Office by December 15th.

c. Any Tax Sheltered Annuity: Authorization shall be in the Business Office by the first day of classes for October 1st payroll or by December 1st for January 1st payroll deduction, or by March 1st for the April 1st payroll deduction.

d. Washington National or WEA Trust Voluntary Disability Insurance: The employee to pay full cost. Authorization shall be in the Business Office by the first day of classes for continuing employees or by December 1st for new employees. (Voluntary Plan Only).

e. U.S. Savings Bond: Authorization to be in the Business Office the first day of classes for continuing employees or by December 1st for new employees.
f. **Credit Union**: Employees may make voluntary deductions from their paycheck for deposit to the Educators' Credit Union. Authorizations for deduction must be made by the opening day of classes or thirty (30) days prior to the deductions being made. Payments shall be made within three (3) days of the regular payday. A maximum of two (2) changes may be made per year by any employee.

9.03 **Fair Share**

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

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

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

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

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

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

9.05 Mileage may be claimed by employees whose assigned responsibilities are in more than one building or worksite. Mileage recorded between assigned buildings or worksites may be submitted if approved by the appropriate administrator. Generally, incidental travel or travel related to Appendix
C duties will not be approved. Mileage reimbursement will be calculated by multiplying the current dollar rate allowable by the IRS times the number of miles shown on the monthly mileage claim. At the end of the 1990-91 school year, the reference to the IRS shall sunset and only the dollar rate shall remain. Anyone receiving a car allowance must show evidence that he/she carries personal liability and property damage insurance.

ARTICLE X

SALARIES

10.01 The salaries of all persons covered by the Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.

10.02 Co-curricular personnel shall be compensated as set forth in Appendix "C" which is attached hereto and made a part hereof.

ARTICLE XI

PROFESSIONAL INSERVICE REQUIREMENTS

11.01 The District may offer and/or authorize inservice courses from which credit may be applied to column placement as provided for in Appendix A, Part 8. Credit will be granted on the basis of one credit for each thirty (30) hours of inservice course work. Teachers must receive advance approval for inservice course work which is to be applied for this column placement.

11.02 Employees who provide professional development during the work day will be compensated for up to two (2) hours of time outside the regular work hours to prepare for every one (1) hour of professional development as mutually agreed upon by the employee and administrator/supervisor at the rate cited in Appendix A.

11.03 Employees who provide professional development outside instructional hours during the school year, or in the summer months, will be compensated for both preparation and instructional time at the rate cited in Appendix A.

11.04 Employees, such as Communicative Arts Specialists, Department Chairpersons, Gifted & Talented Teachers, Technology Resources Teachers, and Media Specialist, with professional development as part of their job description, are eligible for compensation as cited in 11.02 if the professional development they provide is not directly related to their job description.

11.05 Employees who are regular presenters during professional development time will be allowed individual opportunities for their own professional development as mutually agreed upon by the employee and administrator/supervisor.

ARTICLE XII

DUTY FREE LUNCH PERIOD

12.01 Each professional employee shall be granted a thirty (30) minute duty free lunch period each day. Such periods shall occur at or near the time of the regular school lunch period.
12.02 If, because of prevailing circumstances, it is not feasible to meet the requirement of 12.01 and the employee agrees to assume noon hour supervision at the request of the Superintendent or appropriate administrator, payment will be made at the following hourly rates: 2003-2004 - $9.93; 2004-2005 - $9.93; or compensatory time off will be granted if mutually agreed to.

12.03 Employees who do have a duty free lunch period and serve on noon hour supervision shall be paid at the hourly rates identified in 12.02 for such supervision.

ARTICLE XIII

TEACHING HOURS AND TEACHING LOADS

13.01 The normal work day shall consist of eight (8) consecutive hours, including one-half (1/2) hour duty free lunch, between the hours of 7:00 a.m. and 4:00 p.m.

13.02 It is assumed that the routine assignments necessary to run a good school will be shared equitably by all and that extra pay will not be granted for these duties. Notwithstanding other provisions of this article, routine assignments may be made and/or meetings may extend beyond the school day. In any event, the total of these shall be limited to two (2) hours per week on a monthly average.

13.03 Divergence from the regular school day, by an individual teacher, after the school day, for mutually understood and agreed upon professional and/or administrative reasons shall be agreed upon between principals and teachers.

13.04 The work year of teachers covered by the classroom teachers' salary schedule shall be determined by the official school calendar. Teachers shall be paid additional compensation for employment prior to or after the dates scheduled on the official school calendar.

13.05 Teachers shall be required to attend staff meetings at the call of the appropriate administrative person. Every reasonable effort will be made to limit the number and length of such meetings. It is recognized by the Association and the Board that attendance of teachers at parent-teacher organization meetings is beneficial to the educational program and to the image of both teachers and the District. Teachers shall make every reasonable effort to attend PTO meetings, but attendance shall not be mandatory. Attendance at one Open House annually shall be mandatory.

13.06 The normal teaching load in schools serving grades 7-12 will include ten (10) preparation periods per week. Preparation periods shall be equal in length to a class period. Except as provided in 13.02 above, any variation in scheduling shall not have the effect of reducing the preparation time of the teacher. It is the intent of the parties that the high school principals and their teachers work during the term of this Agreement to establish a workable hall supervision program based upon a spirit of cooperation, volunteerism, equity, and professional responsibility. It is understood that occasional supervision may be assigned without pay during periods of high need.

13.07 The Board understands the desirability of keeping the number of distinct preparations by each teacher in grades 7-12 to a minimum, preferably no more than two preparations. If the individual teacher desires an explanation of his/her assignment, it will be granted by the immediate supervisor. If the teacher is not satisfied, he/she may seek recourse through the complaint procedure.

13.08 Preparation time for regular elementary classroom teachers (K-6) will normally include the following minutes of preparation time per week:

- Kindergarten-2 sections = 690
- Kindergarten-all day = 560
Grades 1-3 = 560
Grades 4-6 = 580
Elementary Specialist (art, music, physical education) = 560

Included in the above are:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV

CLASS SIZE

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

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

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

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

c. the special assistance required for each mainstreamed student,

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

e. the special services available to the teacher.

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

1. A reduction in class size
2. Revision of aide time
3. Additional preparation time
4. Additional secretarial help
5. Inservice training
6. Special administrative assistance
7. Resource teacher assistance
8. Adjustment in program requirements
9. Adjustment of schedule
ARTICLE XV

TEACHER ASSIGNMENT

15.01 In accordance with past and present practice, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate or their major or minor field of study.

15.02 Part-time teachers shall be assigned only when it isn't feasible to employ an additional full time teacher.

15.03 Every reasonable effort shall continue to be made, during the school year, to request experienced teachers to act as advisors to new members of the staff on a voluntary basis.

15.04 Every reasonable effort shall be made, prior to the close of the school year to notify teachers - in writing - of any change in their assignments for the ensuing school year.

15.05 In arranging schedules for the teachers who are assigned to more than one school, every reasonable effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as possible.

15.06 Before hiring any outside applicant, part-time employees shall be interviewed by the District for any full-time vacancy which arises. The following conditions shall first exist:

   a. there shall be no full-time employee properly certified and willing to fill the vacancy on the recall list, and,

   b. the part-time employee has the appropriate certificate for the vacancy and wishes to be interviewed for the position.

Application of this section shall be limited to those part time employees who notify the Executive Director of Human Resources that they wish to be considered for full-time employment. Said notice must be renewed annually.

15.07 Initial Educators new to the District will be assigned a mentor by the building administrator. The mentor must be an educator who is non-probationary status and who has completed a mentor training workshop/course offered jointly by the District and Association. Mentors will voluntarily choose to participate in the mentoring program.

15.08 Mentors will provide ongoing support, advice, and counsel to one initial educator for a period of one year. Efforts will be made to provide time for the mentor and initial educator to work together during the work day.

15.09 The mentor shall not be required or empowered to evaluate newly hired educators or any other employees of the District. Furthermore, the mentor shall not be required to attend any meeting to discuss or provide information regarding the mentoring of another educator. The mentoring program will not be used by the District or any of its representatives in any fashion to evaluate the performance of any employee in the District.

15.10 Mentors will be compensated 1% of Appendix C salary while mentoring.

ARTICLE XVI
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
teachers certification. A transfer request shall not be treated as a general transfer request unless so stated in the written notice to the Executive Director of Human Resources. All such requests shall be made prior to April 1st of each school year. Requests must be renewed each year.

16.04 Vacancies for any professional position in the School District of Waukesha shall be posted monthly in order to provide an opportunity for personnel to submit applications. Such posting shall not be interpreted as limiting the freedom of the Board to fill positions from applicants within and outside of existing staff.

ARTICLE XVII

TEACHER EVALUATION

17.01 All monitoring or observation of a teacher shall be conducted openly and with full knowledge of the teacher.

17.02 Observations will be performed only by building administrators, directors, coordinators or person authorized by the Administration. Persons not a part of the School District of Waukesha Administration shall be professionally qualified.

17.03 It shall be the responsibility of the teacher to make lesson plans available in the building. It is recognized by the parties that planning is an integral part of teaching and that planning by the teacher is a part of teacher performance. The form of the "daily" lesson plan shall not be part of the evaluation so long as satisfactory evidence of effective planning is available.

17.04 A minimum of one (1) evaluation shall be conducted once every three years for non-probationary teachers. The probationary teacher shall be evaluated a minimum of once (1) each year of probation. The evaluator for the probationary employee will make every effort to conduct the first evaluation in the first three (3) months of the school year. In no case, shall such first evaluation occur beyond the end of the first semester. Written evaluations shall be forwarded to the employee within prescribed timelines.

17.05 If the teacher is rated "Improvement Plan Required" or "Requires Job Targets" in any area, a post-observation conference must be held within five (5) working days of the observation (or of the final observation of a series). The five (5) working day schedule may be extended with mutual consent for all other ratings.

17.06 During the post-observation conference, the evaluation document will be signed and dated on the summary sheet and the individual pages will be initialed. The teacher will receive a copy of the document. The teacher has the right to attach a written statement.

17.07 A teacher will have the right, upon written request, to review the contents of any file reflecting on his/her professional status. References and placement bureau files received prior to the teacher's employment shall be treated as privileged information.

17.08 In the event the parties agree to changes in the evaluation system which are in violation of Article XVII, the parties shall meet to reconcile any differences.

ARTICLE XVIII

NON-RENEWAL, DISMISSAL AND DISCIPLINARY ACTION
18.01 Non-renewal of employee contract shall be in accordance with the provisions of 118.22 of Wisconsin Statutes and shall conform to Article XVII of the Master Agreement where teacher evaluation is involved. Any amendments to the statutes shall automatically be incorporated as part of this Agreement. This article shall apply only to full time employees.

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

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

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

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

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

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

a. It shall be the responsibility of the administration to make the employee aware of unsatisfactory performance or other possible cause for non-renewal of contract as soon as practicable after it is determined that consideration may be given to non-renewal. Every reasonable effort shall be made to provide administrative assistance to the employee to overcome identified problems.

In the event that a citizen's inquiry into the performance of an employee is serious enough to be included as a part of the justification for possible non-renewal, or be included as a part of the employee's file, the employee shall:

1. Be informed of the nature of the inquiry.

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

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

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

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

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

3. Notification that the conference shall be private unless the employee specifically asks that it be public in his/her request to the Superintendent.
4. Notification that the employee is entitled to counsel and representation at the conference.

5. Notification of the reason or reasons for the consideration of non-renewal.

d. If a conference with the Board is held, it will be conducted as an informal examination of the problem and potential solutions.

e. The employee may pursue a grievance beginning with step 8.09d.

f. If a hearing is requested, the employee shall be notified of the time and place. This hearing shall meet the requirements of the statutory hearing and the grievance procedure hearing (8.09e) with the Board if both hearings are requested.

g. If the Board determines that the contract shall not be renewed, the Board shall give the employee written notice of refusal to renew his/her contract for the ensuing year on or before March 15th.

h. Throughout the procedure, the employee shall have sufficient time to prepare a case insofar as statutory time limits permit, the right to counsel and representation of his/her choice, the right to present his/her case and the right to cross examine witnesses.

18.04 The following shall be considered cause for non-renewal of contract:

a. Violation of School Board Policy: Copies of Board policy and amendments thereto shall be available in employee workrooms in each building and senior building representatives will be provided with a copy.

b. Physical or mental incapacity which would prevent the employee from meeting acceptable standards of performance.

c. Failure to meet acceptable standards of performance in working with students.

d. Violation of the provisions of the Master Agreement and/or the individual contract.

e. Disregard of School Board or administrative directives.

18.05 Subject to the rule of reason, non-renewal shall conform to the following:

a. Rules, policies or directives in question will be related to the operation of the school system.

b. Every reasonable effort will be made to conduct investigations and procedures in a fair and objective manner.

c. Evidence of proof shall support the reason or reasons for non-renewal.

d. Non-renewal action will only be taken after seriously considering:

   1. The employee's right to freedom from discrimination.

   2. The employee's record of service to the school system.

   3. The seriousness of the reason or reasons.

18.06 Dismissal (termination of employment during the term of the individual contract) shall remain a
prerogative of the Board for just cause.

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

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

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

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

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

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

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

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

1. Be informed of the nature of the inquiry.

2. Be given an opportunity to respond.

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

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

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

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

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

ARTICLE XIX

LAYOFF

19.01 In the event the Board determines to reduce the number of employee positions resulting in layoff for the forthcoming school year, the provisions of this article shall apply.
19.02 Teachers shall receive written final notice of layoff on or before May 15th of the current school year. Such notice shall include a statement of the employee's recall rights under this article. The District shall simultaneously provide the Association with copies of all layoff notices which it sends to employees pursuant to this section.

19.03 The layoff of each teacher shall commence on the date stipulated by the District in the layoff notice.

19.04 The teacher with the least length of continuous service to the District shall be the first terminated subject to the following considerations, and subject to other provisions of this article:

a. Teachers in grades K-8 must be certified to fill the positions available, based on their seniority, and will be eligible for positions in grades 7-12 in their major field of training or in their minor if they have experience teaching their minor at the 7-12 level.

b. Teachers at the 7-12 level must be certified to fill the position available based on their seniority, and in addition:

1. They will be eligible for positions at the K-6 level only if they have teaching experience at that level.

2. They will be eligible for positions in their minor area of training only if they have teaching experience in that area.

c. If the least senior teacher holds a position for which no other teacher in the District is certified or qualifies under other sections of the article, then the next least senior teacher shall be terminated.

19.05 Employees within the following categories shall be laid off within their particular category on the basis of seniority:

- Psychologists
- Social Workers
- Physical Therapists
- Occupational Therapists
- Speech and Language Pathologists

19.06 The date of the signing of the initial contract by the employee will be the date used for determining seniority under this section. Part-time employees shall accrue seniority on the basis of the percent of a full load worked (a 50% employee will receive .5 years seniority for working one year). Such employees shall only exercise that seniority against other part-time employees and shall not bump full-time employees. The procedures and dates shall otherwise comply in all respects with this article.

19.07 No employee may be prevented from securing other employment during the period he/she is laid off under this section. Such employee shall be reinstated in the inverse order of their being laid off, if certified to fill the available positions and meet the conditions in 19.04 above. Such re-employment opportunity shall be maintained upon written notifications to the Board, by the teacher, before March 15th of each year, by the employee. Refusal of re-employment opportunity by the employee shall release the Board from further obligation to that employee.

19.08 All benefits to which an employee was entitled at the time of his/her lay-off, including accumulation of sick leave, will be restored to him/her upon his/her return. Benefits shall not be accrued during the period of layoff.

19.09 There shall be no full-time or regular part-time appointments made while there are laid off employees
Any persons who leave the bargaining unit shall forfeit any seniority accumulated at the time of leaving the unit and, for the purpose of rehire, shall be treated as a new employee, except as provided in 19.11 below.

19.11 An employee in the Waukesha District who leaves the employee bargaining unit to become an administrator in the District, and whose administrative position is eliminated, may be returned to the bargaining unit subject to 19.04 (a) and (b) and will be credited with the seniority accumulated as an employee in the District.

Employees having co-curricular assignments shall not be laid off unless a qualified staff member is available and assumes the co-curricular assignment.

Full-time employees who are involuntarily reduced to part-time shall retain the full-time seniority. Although they shall accrue seniority from that point forward on the basis of the percent of a full load worked, this pro-rata portion shall be added to their full-time seniority to determine appropriate placement on the full-time list.

Full-time employees who volunteer for a reduction to part-time and for whom there is no break in service shall have their full time seniority frozen. From that point forward, they shall accrue seniority on the basis of the percent of a full load worked. They may exercise that seniority only against other part-time employees; however, should they get laid off from the part-time position they shall have the right to exercise their full-time seniority against other less senior full-time employees to bump back into a full-time position.

The intent at the time of signing of this Agreement is not to increase class size through the implementation of layoff under this article. In the event that circumstances arise that necessitate layoff which will raise class size in the District as a whole, the Board and the Association shall meet to bargain the impact of that change.

The contract of an employee who is initially hired in the District under an emergency certification shall be voided pursuant to Wisconsin Statutes if that employee fails to maintain that emergency certification or receive regular certification in that same area before the commencement of the next school year. In the event the employee is reassigned to a different area for which he/she is certified, the employee may allow the temporary certification to lapse.

Employees are required to maintain all areas of Department of Public Instruction non-temporary certifications, with which they were hired, for a period of ten years. After that time, employees may deactivate a certification in which they have not actively taught for a period of five (5) years. The District shall not compel an employee to reactivate a deactivated certification. Reactivating a certification will be determined by the employee.

ARTICLE XX

TEACHERS AND BUILDING FACILITIES

The Board will continue to make every reasonable effort to:

a. Provide space in each classroom in which teachers may safely store instructional materials and supplies used in said classroom.
b. Provide a teachers' work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

c. Provide well-lighted and clean teacher restrooms.

d. Maintain existing faculty lounges in the elementary schools and existing teacher facilities in the secondary schools and continue to provide such lounges and facilities in new school buildings.

e. Provide adequate parking facilities for teachers' cars.

f. Provide a separate, private dining area for the use of the professional staff.

g. Include a telephone in each faculty lounge for the use of the professional staff.

20.02 Access to buildings is the responsibility of the building principal. The building principal may grant reasonable requests for access to the building to members of the professional staff outside of the regular school day.

ARTICLE XXI

TEMPORARY ABSENCE

21.01 Personal Illness: Professionally certified personnel will be credited with ten (10) days of paid sick leave at the beginning of each contract year or the first day back following a leave of absence. Unused sick leave is cumulative up to a total of one hundred sixty (160) days. Employees who start after the beginning of the year will be credited sick leave on a prorated basis. (Number of days left in the contract year divided by the number of days in a full contract year.) Part-time staff will be credited with sick leave and accumulate sick leave based on the percentage of their contract.

21.02 In cases of elective medical procedures (those not prescribed by a physician), employees are encouraged to schedule such procedures in such a manner that they don't interfere with their professional responsibilities.

21.03 Prolonged Personal Illness Absence: In the event that an employee is aware in advance that personal illness absence will be needed for a prolonged period of time (11 or more consecutive workdays) it shall be the duty of the employee to notify the building principal thirty (30) days in advance, or as far in advance as possible, to facilitate the hiring of the appropriate substitute. Such notice shall be in writing and contain the anticipated dates of departure and return.

Employees on such prolonged personal illness absence shall be required to provide the District with acceptable certification from a physician that they are unable to perform their normal duties. Employees shall return to work as soon as medically able to perform their duties.

If the certification by the employee's physician is not acceptable to the Board, the Board may require a second opinion from a physician selected by the employee from a list of three (3) or more physicians submitted by the Board. The Board will pay the cost of the second medical opinion.

21.04 Family Needs and Medical Leave: Annually, five (5) days shall be granted for serious illness in the immediate family. Immediate family is described as husband, wife, children, parents, brothers and sisters of the employee or their spouse, or any person living in the employee's household. In the case of use for serious illness in the immediate family, the employee shall, upon return, file a report explaining the illness on a form, furnished by the District, with the Executive Director of Human
21.05 **Funeral Leave:** Annually, up to three (3) days of leave shall be granted for a death in the immediate family of an employee. This leave shall be deducted from the employee's accrued sick leave. If no sick leave is available, it shall be without pay.

21.06 **Personal Business Leave:** A maximum of two (2) days of Personal Business Leave days, either restricted or unrestricted, will be granted in any contract year.

   a. **Restricted Personal Business Leave:** Employees may be granted up to two (2) days per year to conduct personal business and/or funerals of other than persons in the immediate family. Such absence is to be approved by the Superintendent, or his/her designee, in advance. Personal business leave shall be understood to only include personal business that cannot be conducted outside the regular school day. Personal leave shall not be granted for the extension of vacation time, for recreational or hobby related activities, or for business related to outside employment of the employee or the employee's spouse. Restricted personal business leave will be deducted from the employee's sick leave.

   b. **Unrestricted Unpaid Personal Business Leave (Deduct):** Employees may use one of their personal business days at their discretion with adequate notice. Such day shall be without pay, but not be deducted from sick leave accumulation in 21.01.

21.07 **Civil and Other Leaves:**

   a. A professional employee shall be allowed time off, without loss of pay or sick leave, when performing jury duty, when subpoenaed to appear before a public body, commission or court (unless he/she is the defendant and is convicted) or when performing emergency civilian or military duty in connection with national defense or civil disorder. Any pay received for services performed while so absent must be endorsed over to the Waukesha School Board up to an amount equal to payments from the Board.

   b. Absence for other reasons may be arranged for with the Superintendent, or his/her designee, and will not ordinarily be with pay.

   c. The Superintendent or appropriate administrator may approve absence with pay for committee work or attendance at conferences which the administration deems are beneficial to the educational process.

21.08 No accumulated or unused personal illness days can be taken as anything other than to purchase health insurance for retirees as described in section 32.07.

**ARTICLE XXII**

**EXTENDED LEAVES OF ABSENCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22.06 Any employee whose personal illness extends beyond the period compensated for will be granted a leave of absence, renewable, without pay, for a maximum of three (3) years for recovery from such illness. Upon return from such leave, the employee will be assigned to a substantially equivalent
22.07 Employees who have completed at least three (3) continuous years of service in the Waukesha School System may be granted, upon request, leaves of up to one (1) year without pay or increment for professional study, travel, or research other than those covered under Sabbatical Leaves. Such leaves may be extended up to one (1) year without pay or increment.

22.08 The Board may grant career exploration leaves of up to one (1) year's duration. No more than two (2) such leaves shall be granted annually.

22.09 Other extended leaves, with or without pay, may be granted at the discretion of the Board.

22.10 Except for leaves under Section 22.03, .05 and .06 all requests for extended leaves will be applied for no later than April 15th of the school year preceding the term of the leave. Notice of the granting of said leave shall be in writing.

22.11 All benefits to which an employee was entitled at the time his/her leave of absence commenced will be restored to him/her upon his/her return and he/she will be assigned to a substantially equivalent position. It is the intent of the parties to this Agreement that the replacing employee will be transferred or terminated to provide the opening. The determination of transfer, or termination of the replacing employee, shall be at the discretion of the Board.

22.12 Any employee taking an approved leave may elect to remain in the group for medical coverage, provided he/she pays the complete premium in the method set forth by the school District's Business Office.

22.13 The employee on leave shall notify the Executive Director of Human Resources by March 1st that he/she wishes to have a contract for the following year.

22.14 A replacing employee is defined as an employee replacing an employee who has been granted an extended leave of absence for one (1) year or more. The replacing employee will be extended a regular contract and shall be granted salary schedule credit for the period served as a replacing employee.

22.15 Except as noted in 22.16 and 22.17, the job security rights of a replacing employee shall be those of a probationary employee regardless of the number of years of replacing employee service. It shall be the obligation of the Board to notify the replacing employee at the time of initial hiring that his/her rehiring will be at the District's option alone and that non-renewal will likely occur at the conclusion of the contract.

22.16 A replacing employee whose appointment to that vacancy is from a regular employee position, or is the result of a recall from layoff, shall be treated as a regular employee. He/she shall not remain in a probationary status for more than the time required of other regular employees.

22.17 Should the District determine to appoint an employee who had once been a replacing employee to a regular employee position, he/she shall be accorded all rights for the years of replacing employee service that are provided other employees under this Agreement.

ARTICLE XXIII

SABBATICAL LEAVE

23.01 Sabbatical leave may be granted to two (2) employees in the Waukesha School System per year.
23.02 The following policy will be used to determine sabbatical consideration:

a. The employee must be in the Waukesha system as a full-time employee for a minimum of six (6) years.

b. The employee must have a minimum of a Bachelor's degree.

c. The proposed study program must be approved by the Superintendent.

d. Application must be on file with an outline of curricular plans by April 1st.

e. The leave must be approved by the Board.

f. One-half (1/2) the year's current salary will be paid in twenty-six (26) installments beginning in September and ending the following June, provided that the total compensation from any program, grant, scholarship, etc., plus sabbatical pay does not exceed the full current annual salary rate. When the total does exceed this rate, the sabbatical pay shall be reduced so total payments are equal to, but not more than, the annual salary rate. During the sabbatical year, the teacher will retain all insurance benefits to which he/she would be entitled if he/she were teaching.

g. If the approved year's study is interrupted or canceled, payments will cease.

23.03 Employees granted a sabbatical leave shall be required to either return to the District for three (3) years of employment immediately following such leave or repay to the District the salary and benefits paid during the sabbatical leave. One third (1/3) of the salary and benefits will be forgiven for each of the three (3) years of obligation which are fulfilled. Any of the obligation not forgiven above shall be paid to the District pro-rated over the period of unfulfilled obligation. The obligation shall be deemed to have been fulfilled in the event of death or permanent disablement of the employee during the leave or the three (3) year period following the leave.

23.04 Upon return from a sabbatical leave, a teacher shall be restored to his/her former position, or to a position of at least like nature and status. All accrued rights of retirement, leave with pay, salary increments, and other benefits shall be preserved and available to the teacher after the termination of the sabbatical leave of absence.

23.05 Teachers replacing those on sabbatical leaves will be accorded the same privileges and rights as under Article 22.11, 22.14, 22.15, 22.16 and 22.17.

ARTICLE XXIV

JOB SHARING

24.01 Definition: Job-sharing is defined as a voluntary program providing two (2) or more non-probationary employees the opportunity to share one (1) full-time equivalent position without loss of benefits provided by this Agreement.

24.02 Requests for Job-Sharing.

a. Applicants for job-share will submit a written request to the Superintendent or his/her designee on or before March 15th of the year prior to the initial participation year in the program. Such request shall clearly indicate a description of the job to be shared, the percent of time each
participant will work, as well as any other special provisions different from normal full-time contract. Any special provisions in relation to specific job responsibilities such as grade reporting, conferencing, preparation time or extra duties will be clearly noted in the request. Copies will be provided to the building principal and the Education Association of Waukesha.

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

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

24.03 Approval.

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

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

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

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

24.04 Benefits.

Participants in a job-share shall:

a. be paid salary on a pro-rata basis

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

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

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

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

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

ARTICLE XXV

EMPLOYEE INSURANCE

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

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

1. Bidders will be prequalified according to criteria which will be mutually agreed upon by the Board and the Association.

2. Requests for bids will be extended by the Board for the coverage as indicated in 25.01 and for alternate proposals on dental or other types of insurance coverage within the limit as mutually agreed upon by the Board and the Association.

3. The contract for the insurance under this section will be awarded to the low bidders from among the prequalified bidders.

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

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

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

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

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

25.08 It is agreed that payment toward family coverage will be provided when the employee has one (1) or more dependents as hereinafter defined: A dependent means the spouse (husband or wife) of the employee and their unmarried children.
25.09 Coverage for employee insurance, paid by the District, will continue through August unless the employee ceases work prior to the last day of school. In such cases, coverage will terminate at the end of the month in which the last work day occurs.

25.10 In all other cases, coverage for employee insurance paid by the School District of Waukesha will be paid for the period September 1st to August 31st.

25.11 The Board shall provide for all employees a group term life insurance policy to be equal to 200% of the employee's annual salary.

25.12 The Association agrees to indemnify and hold harmless the District and the Board in the event that any legal action is taken against the Board or the District due to the inclusion of the Wisconsin Education Association Insurance Trust.

25.13 Effective March 1, 1983, and subject to the approval of the carrier, the Board shall provide at no cost to the employee, except as the Board cost limit below might require, the Schools Insurance Fund Long Term Income Protection Plan. This plan shall include the 90% benefit level and a cost of living adjustment. The level of the Board contribution shall not exceed .0050 times salary for the duration of the Agreement.

   a. The carrier in future years shall be determined through the procedures set forth in 25.03 of this Agreement.

   b. As soon as an employee becomes eligible for such coverage, his/her sick leave, if any is available, shall be frozen and the employee shall begin drawing disability benefits. No sick leave will be available to the employee while he/she remains on disability but any accumulated leave shall be made available upon return to work.

   c. While on disability leave, no additional sick leave will be accumulated.

25.14 Option Plan:

The Board and the Association shall encourage those employees who are doubly covered by health insurance through this District's group plan, or through this District and another group plan, to opt out of the (or one (1) of the) District's insurance plan(s). Toward this end, all employees who utilize this option will be provided with WEA Trust Tax Sheltered Annuity. The total available for each employee that opts for this plan shall be three-hundred forty one dollars and ninety six cents ($341.96) per month. Employees that choose this plan shall have the right to re-enter the health plan with no evidence of insurability under the following condition: death of spouse, and/or divorce or remarriage, or retirement or when the spouse has medical coverage terminated. Employees who were enrolled in the Option Plan with drug card coverage prior to December 1, 1995 may continue that option.

This provision will not be extended beyond the termination date of this Agreement unless the parties mutually agree to the extension. If the carrier is changed during this Agreement, this benefit need not be included in the new plan, but an open enrollment period wherein all employees could again be insured under the new plan without proof of insurability shall first be held.

ARTICLE XXVI

PHYSICAL EXAMINATIONS

26.01 All new employees shall have a TB x-ray and physical examination. These shall be paid for by
26.02 All employees shall undergo a physical examination every five (5) years. Such examination will be performed by the Board physician, (without charge to the employee), or the physician of the employee's choice, in which case the employee will pay the cost.

ARTICLE XXVII

PERSONAL INJURY BENEFITS AND PROTECTION

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

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

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

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

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

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

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

ARTICLE XXVIII

SCHOOL CALENDAR

28.01 The school calendar, including the starting date, ending date, unpaid vacation periods, legal paid holidays, number of pupil attendance and membership days and the teacher record days will be established through the negotiating process by the Board and the representatives of the EAW. In
the event that the Board adopts a calendar prior to reaching calendar agreement by the parties, such calendar shall be modified to correspond with said agreements, once reached.

28.02 In an effort to avoid the delaying of issuance of contracts, the negotiated school calendar will be one (1) year in advance of the salary schedule and other items being negotiated in the current year.

28.03 The school calendar will be set forth as Appendix "G" of this agreement.

28.04 In the event that a year round type of school calendar is adopted, the parties agree to enter negotiations for the purpose of amending the calendars.

ARTICLE XXIX

SPECIALISTS

29.01 The Board and the Association recognize that competent specialists are essential to the operation of an effective education program. The Board will provide art, music, physical education and library specialists to supplement the elementary classroom teacher at all grade levels.

29.02 When the specialists are teaching class, the classroom teacher will be permitted, on a bi-weekly average, to be out of the classroom for preparation at least one (1) hour and twenty-five (25) minutes per week in grades 1-3, and two (2) hours per week in grades 4-6. It shall be considered that parity for the lower elementary grades is provided by the noon hour differential. In the event school is not in session on a particular day, specialist time will not be made up.

29.03 When consecutive scheduling of specialists is considered in the best interest of the educational program in a particular building by the principal, and the teachers of that building, every reasonable effort will be made to schedule such classes consecutively.

29.04 Every reasonable effort will be made to meet each class in grades 1-6 and special education in art, music and physical education once a week.

29.05 The classroom teacher shall be responsible for teaching art, music and physical education at other times and shall assure maximum continuity of the programs by coordinating lesson plans with the specialist teacher.

29.06 If possible, substitutes shall be provided when the specialist teacher is not in attendance.

ARTICLE XXX

EDUCATIONAL RESEARCH AND PROGRAM DEVELOPMENT

30.01 The Board and the Association recognize the importance of educational research and program development, particularly as it relates to improving education services to students. Employees, or groups of employees, interested in contracting with the Board in meeting recognized school District objectives may submit proposals to the Executive Directors of Curriculum & Instruction for consideration by the Board.

30.02 Proposals shall include a description of the research, the program goals and objectives to be met, and/or the process to be used, and a system of evaluation. Proposals may include a request for funds for salary stipends and/or operational funds. The Board shall continue to budget sufficient
monies to adequately fund approved projects.

**ARTICLE XXXI**

**SUPPLIES**

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

**ARTICLE XXXII**

**RETIREMENT**

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

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

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

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

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

32.06 Group Life Insurance for retirees as follows:

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

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

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

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

c. Employees retiring at sixty-five (65) or older with less than twenty (20) years of service may continue by paying their own premiums.
d. Employees retiring at sixty-five (65) or older with twenty (20) or more years of service will be continued with the board paying the premium.

e. Employees who became totally disabled before age 60 will be continued during period of disability with premium paid by WEA.

f. Employees who become totally disabled between the ages of 60-65 may continue by payment of his/her own premium. Those reaching sixty-five (65) years of age with twenty (20) or more years of service will qualify under (d) above.

32.07 Early Retirement:

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

a. **Eligibility:** Employees who have taught at least ten (10) years in the District, (but less than 30 years needed to be fully vested), shall be eligible to receive early retirement benefits from WRS.

b. Employees who plan to take early retirement shall notify the Superintendent, or designee, of their intent to do so by October 1st for retirement at the end of the first semester of the current school year, and by February 1st, for retirement at the end of the second semester. The actuarial reduction form must be completed and returned by the above dates.

c. **Limitations:** Unless otherwise specified, employees shall only be permitted to retire under this policy at the end of a semester.

d. **Contribution:** For employees with at least twenty (20) years in the District, the District will pay the actuarial reduction penalty of a retirement annuity for the employee to a maximum of two (2) years as determined by WRS. This payment will be made in full directly to WRS upon receipt of the final calculation of the actuarial reduction penalty.

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

e. **Insurance Coverage:**

1. Employees who voluntarily retire, pursuant to this article, shall be eligible to remain in the group insurance coverages maintained by the District.

2. The Board shall make the same hospital/surgical insurance contributions on behalf of early retirees that is made on behalf of all other unit employees; except that, where a retiring employee becomes eligible for Medicare, the Board shall pay the
cost of the Medicare policy plus the cost of additional insurance coverage, which, when added to Medicare, is equivalent to the coverage, provided all unit employees.

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

b. For employees with twenty-five (25) or more years of District seniority, the Board-paid coverage will remain in effect for a maximum of three (3) years. An additional two (2) years of the same coverage will be paid by the Board fixed at the same premium as in the third (3rd) year of retirement. If there are additional amounts due, the retiree will pay that amount directly to the carrier/District.

Additional months of insurance may be purchased after the fifth (5th) year using the value of accumulated sick leave in excess of ninety (90) days to a maximum of one-hundred sixty (160) days. The value of the unused sick days will be at the rate of the employee’s daily contractual rate at retirement.

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

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

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

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

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

**ARTICLE XXXIII**

**EMPLOYEE CONTRACT**
33.01 Employee's individual contracts shall be deemed to incorporate all of the terms of an Agreement concerning wages, hours and conditions of employment made between the Board and the Association.

33.02 In the event an agreement concerning wages, hours and conditions of employment has not been reached by the negotiating parties at the date (per statute) employees' contracts are to be issued, the following procedure will be followed:

a. The employee will be informed by the Superintendent that the Board has voted to extend a contract to them for the ensuing year.

b. The contracts will be available in the building principal's or immediate supervisor's office any time after a date to be stipulated in the Superintendent's letter of notification. Current practice in the administration of the contract shall be continued.

c. A note will be attached to the contract (which does not include salary amount) stating, "The salary on this contract will be determined by negotiations and approval of both EAW and the Board of Education, but shall not be less than the salary received in the current school year. This notification is to be considered part of the contract until a negotiated settlement is reached."

d. Contracts must be signed by the statutory limit date unless it is mutually agreed to extend the deadline in individual cases. Persons having such individual cases should communicate with the administration.

33.03 Contract Release: The District and the EAW encourage employees to notify the District as soon as possible regarding contract release. The District will provide an incentive of $250.00 to any employee whose resignation for the next contract year is received prior to March 1st. Persons being considered for non-renewal or dismissal will not be eligible for this incentive. The incentive payment will be included in the employee's final payroll check of the current contract year. Any employee notifying the District that she/he wishes to be released from her/his contract after July 1st for the following contract year, or any time during the course of a current contract year, shall include a late release payment of $500.00. Said employee shall be released from the contract upon the District's receipt of this payment. Contract release language will have no impact, at any time, on a retiree. This language, Contract Release, will sunset June 30, 2005.

ARTICLE XXXIV

NEGOTIATING PROCEDURES

34.01 The Board and the Association recognize their responsibilities toward each other for negotiating in good faith and asking agreement on matters regarding wages, hours and conditions of employment and neither party will demean the process.

34.02 The parties will furnish a list of their duly authorized agents for negotiations on or before the opening session. All correspondence and communication shall be channeled through those agents.

34.03 Both parties shall submit their proposals in writing to the other party to this Agreement at the first negotiation session. This first session will be open to the press and public. Further negotiations sessions shall be open unless either party calls for a closed session(s) or partial session.

34.04 The parties will discuss and attempt to agree on ground rules for bargaining at the initial session.
34.05 The Superintendent, upon request, shall supply all reasonable available statistics and data relative to the local school District, to the Board and/or the Association.

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

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

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

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

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

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

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

ARTICLE XXXV

WORK STOPPAGE

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

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

ARTICLE XXXVI
TERMINATION OR AMENDMENT OF AGREEMENT

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 President Date
By President Date
By Executive Secretary Date
By Clerk Date

Waukesha Board of Education

SALARY SCHEDULE
2003–2004

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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):
A. The fifteen (15) credits beyond the Bachelor's Degree must be certified as being graduate credits.

B. The credits will be related to the employee's field of instruction as determined by the superintendent or designee.

3. To be placed in Column D (BA+30):
   A. The thirty (30) credits beyond the Bachelor's Degree must be certified as being graduate credit.
   B. The credits will be related to the employee's field of instruction as determined by the superintendent or designee.

4. To be placed in Column E (MA), the employee must have a Master's Degree.

5. To be placed in Column G (MA+15) the employees must have a Master's Degree (Column E) plus fifteen (15) graduate credits.

6. To be placed in Column J (MA+30) the employee must have a Master's Degree (Column E) plus thirty (30) graduate credits.

7. Employees will be permitted an annual increment until they reach the benchmark. Employees who have surpassed the benchmark may continue until they have reached the maximum (the first line). Employees who were beyond the maximum (first line) as of the beginning of the 1999-2000 school year may continue to the second maximum line. Employees who were beyond the second maximum line as of the beginning of the 1997-98 school year may continue to the top step of that column.

8. Part-time employees shall be placed on the salary schedule at the appropriate column and step for degrees/credits and years of District service. They shall receive as compensation the same percent of that column and step as the percent of a full load they work.

9. Part-time employees shall be subject to the same conditions as in paragraphs B1 through B7, receiving the percent of that cell representing the percent of a full load worked.

10. A part-time employee moving to full-time employment shall be placed on the salary schedule at the cell agreed upon between the employee and the District.

C. Movement Between Columns:

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

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

Employees may accumulate fifteen (15) District approved graduate credits prior to entering a District approved graduate program. These credits can be used for movement from the BA
2. Credits beyond a Master’s Degree earned before September 1, 1999 and after the effective date of
the employee’s last column move but after August 25, 1980, will be accepted for the employee’s
next column move.

3. Employees hired after the 1999-2000 school year will be placed on the appropriate benchmark
step (BA 3) or above, as determined by the District. For columns other than the BA, salary
placement shall be by mutual consent of the new employee and the District. After the conclusion
of the probationary period, the employee must be placed on the salary schedule commensurate
with their education.

4. With the exception of employees placed in the BA column or in the MA+30 column, all new
employees will move from benchmark to the next benchmark upon completion of the appropriate
credits as specified in Appendix A-B.

5. Employees in the BA column will be permitted an annual increment during their first years of
employment with each year of employment, step 3 to step 7. Any further movement will be
made to the appropriate benchmark upon completion of the credits as specified in Appendix A-B.

6. Employees in the MA+30 column will be permitted an annual increment on the schedule to the
schedule maximum.

7. Employees hired before the 1999-2000 school year will be placed on the salary schedule based
on their schedule placement in the 1998-99 school year plus one additional step for experience, if
the step is available to them. If column movement is also appropriate, the employee will be
placed in the appropriate column and step, plus one additional step for experience, if a step is
available.

8. Employees Hired Before 1999:

a. will be allowed to continue annual increments in their column until no steps remain available
in the column, or,

b. will make an appropriate column move as specified in Appendix A-B, which would allow for
an annual increment on the salary schedule to a benchmark and will be eligible only for
column movement (benchmark to benchmark) thereafter. If placement at the new column
and benchmark does not constitute a salary advancement, the employee will then be moved
to the appropriate column at their current step and allowed to continue down the column.

c. Employees referenced in the second part of paragraph 8B (above) may advance a maximum
of one column. Further advancement is limited to a benchmark.

9. Once all employees hired before 1999 have been placed on benchmark, all movement will be
made benchmark to benchmark, except for the remaining increment steps in the MA+30 column
as in 4 above.

10. Transfer from one column to another will require the following be submitted to the Director of
Human Resources.

a. Written statement from the employee requesting a column transfer.

b. A letter from the graduate institution certifying that the employee is in a Master’s Program.
e. 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 employee's 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.
E. Summer and Other Employment:

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

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

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

   Current BA benchmark divided by 190 divided by 8 equals the hourly rate.

   (example 35,720 ÷ 190 ÷ 8 = 23.50)

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

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

F. Vocational Co-op:

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

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

G. Driver Education - Behind-the-Wheel Pay:

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


H. Athletic Director:


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

I. Salary of Psychologists and Social Workers:

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

   Psychologists  Social Workers
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. 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.
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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Days Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>1988-89</td>
<td>7 days</td>
</tr>
<tr>
<td>1989-90</td>
<td>4 days</td>
</tr>
<tr>
<td>1990-91</td>
<td>0 days</td>
</tr>
</tbody>
</table>

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 for 2005-06 will be the BA Benchmark

High Schools

<table>
<thead>
<tr>
<th>Activity</th>
<th>2003-2004</th>
<th>Activity</th>
<th>2003-2004</th>
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<tr>
<td></td>
<td>%</td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>BASEBALL</td>
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<td>TENNIS</td>
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</tr>
<tr>
<td>Head</td>
<td>10.7</td>
<td>Head</td>
<td>8.0</td>
</tr>
<tr>
<td>J.V.</td>
<td>7.5</td>
<td>J.V.</td>
<td>5.9</td>
</tr>
<tr>
<td>Freshman</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>BASKETBALL</td>
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<td>TRACK</td>
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<td>Head</td>
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<td>Head</td>
<td>10.7</td>
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<tr>
<td>J.V.</td>
<td>7.5</td>
<td>Assistant</td>
<td>7.5</td>
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<tr>
<td>Freshman</td>
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<td>CROSS COUNTRY</td>
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<td>WRESTLING</td>
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<td></td>
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<td>Assistant</td>
<td>7.5</td>
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<tr>
<td>ACTIVITY</td>
<td>%</td>
<td>ACTIVITY</td>
<td>%</td>
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<tr>
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<td>-----</td>
<td>--------------------------</td>
<td>-----</td>
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<td><strong>FOOTBALL</strong></td>
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<td><strong>VOLLEYBALL</strong></td>
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<td>Head</td>
<td>8.0</td>
</tr>
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<td>J.V.</td>
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<td><strong>STRENGTH &amp; CONDITIONING SUPERVISOR</strong></td>
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<tr>
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<td><strong>GOLF</strong></td>
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<td></td>
<td></td>
<td>Softball</td>
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<td><strong>GYMNASTICS</strong></td>
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<td><strong>EQUIPMENT MANAGER</strong></td>
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<td>J.V.</td>
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<td>7.5</td>
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<td><strong>COMPUTER SPECIALIST</strong></td>
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<td>J.V.</td>
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<td><strong>DRAMATICS</strong></td>
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<tr>
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<td>10.7</td>
<td>Director (per play)</td>
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<td></td>
<td></td>
<td>Musical Choral</td>
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<td>One Act Play</td>
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</tr>
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<td></td>
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<td>One Act Assistant</td>
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<td></td>
<td></td>
<td>Musical Instrumental</td>
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<td></td>
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<td>Play Props</td>
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<td></td>
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<td>Stage &amp; Lighting</td>
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<tr>
<td><strong>SCHOOL NEWSPAPER</strong></td>
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<tr>
<td>(If no class during year)</td>
<td>6.4</td>
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<td>Editorial</td>
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<td>Pictures</td>
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APPENDIX C (Continued)

Base for 2005-06 will be the BA Benchmark

2003 –2004

<table>
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<th>ACTIVITY</th>
<th>%</th>
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<tbody>
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<td><strong>MUSIC</strong></td>
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<tr>
<td>Band Director</td>
<td>10.7</td>
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<td>Band Director &amp; Asst. 9</td>
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<td>Color Guard</td>
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<td>Drill Team Instructor</td>
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<tr>
<td>Percussion</td>
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<tr>
<td>Chorus</td>
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<tr>
<td>Orchestra</td>
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<tr>
<td><strong>SCHOOL NEWSPAPER</strong></td>
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<tr>
<td>(If no class during year)</td>
<td>6.4</td>
</tr>
<tr>
<td><strong>YEAR BOOK</strong></td>
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<tr>
<td>Editorial</td>
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<td>Pictures</td>
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2003 –2004

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>%</th>
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<tbody>
<tr>
<td><strong>Class Advisors</strong></td>
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<tr>
<td><strong>Close-Up</strong></td>
<td>2.7</td>
</tr>
<tr>
<td><strong>Debate Head</strong></td>
<td>8.0</td>
</tr>
<tr>
<td><strong>Debate Assistant</strong></td>
<td>5.9</td>
</tr>
<tr>
<td><strong>DECA</strong></td>
<td>5.3</td>
</tr>
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<td><strong>Ecology Club</strong></td>
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<tr>
<td><strong>F.B.L.A.</strong></td>
<td>5.3</td>
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<tr>
<td><strong>Foreign Language Club</strong></td>
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<tr>
<td><strong>Forensics (Head)</strong></td>
<td>4.3</td>
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<tr>
<td><strong>Forensics (Assistant)</strong></td>
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</tr>
<tr>
<td><strong>HERO</strong></td>
<td>5.3</td>
</tr>
<tr>
<td><strong>HOSA</strong></td>
<td>5.3</td>
</tr>
<tr>
<td><strong>Key Club</strong></td>
<td>4.3</td>
</tr>
<tr>
<td><strong>Letter Winners Club</strong></td>
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<tr>
<td><strong>Literary Club</strong></td>
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<tr>
<td>--------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Boys Basketball</td>
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<tr>
<td>Girls Basketball</td>
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<tr>
<td>Cross Country</td>
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<tr>
<td>Flag Football</td>
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<tr>
<td>Soccer</td>
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<tr>
<td>Softball</td>
<td>2.7</td>
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<tr>
<td>Track</td>
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**APPENDIX C (Continued)**

**BASE: $33,000:**


Base for 2005-06 will be the BA Benchmark

**MIDDLE SCHOOLS (Continued)**

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<tr>
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<tbody>
<tr>
<td>MISCELLANEOUS (Continued)</td>
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<td>MUSIC</td>
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</tr>
<tr>
<td>Photo Club</td>
<td>1.1</td>
<td>Band</td>
<td>2.1</td>
</tr>
<tr>
<td>Science Club</td>
<td>1.6</td>
<td>Bell Choir</td>
<td>1.1</td>
</tr>
<tr>
<td>Student Council</td>
<td>5.3</td>
<td>Chorus</td>
<td>2.1</td>
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<tr>
<td>Yearbook</td>
<td>2.7</td>
<td>Jazz/Pop Strings</td>
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<td></td>
<td></td>
<td>Orchestra2.1</td>
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<tr>
<td></td>
<td></td>
<td>Triple Trio</td>
<td>1.1</td>
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**ELEMENTARY SCHOOLS**

|----------------------------------|------------|----------------------------------|------------|
MUSIC
Band 8.6
Orchestra 8.6
Cross Country 1.1
Future Problem Solving 1.1
Science Fair 1.1
Town Meeting 1.1

PER OCCURRENCE, UNLESS OTHERWISE SPECIFIED

2003–2004

Football/Basketball
Timers & Scorers $23.81
Football/Basketball
Ticket Sellers & Announcers 23.81
Ticket Takers 23.81
Supervision in Stands 23.81
For Non-Athletics 18.63
Bus Supervision per Occasion 5.95
Per Hour for Detention 8.93
For Ordinary Meets 15.67
Backstage Supervision 12.69
Other Items Not Covered Above 9.93

No activity may exceed 1.1% of Appendix C Base.
If more help is needed for intra-murals, it may be approved by the principal at $3.75 per night before 6 p.m. and $4.75 per night after 6 p.m. The limit is $100 per person per year.

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

The rate of compensation recommended:

1. After five (5) years (during the 6th year) in the same activity or job (ie, freshman coach) - 8% of the job level salary.
2. After eight (8) years (during the 9th year) in the same activity or job, 5% (a total of 13%) of job level salary.
3. After ten (10) years (during the 11th year) in the same activity or job, 5% (a total of 18%) of the job level salary.

Recommended maximum number of people to be paid (other than starter and referee):
Basketball..as assigned by administrator
Football..as assigned by administrator
All events not listed above will have maximum as agreed with, by the principal. Changes from the above maximums must be approved by the principal.

Funds for this supervision will be taken from receipts of activities that have sufficient funds. Supervision for events without income will come from Board funds.

**FACULTY PASSES:** Teachers shall continue to receive passes to high school functions. Functions sponsored by the WIAA may be an exception. The teacher must select at which high school the pass would be honored.
## POINT OF SERVICE HEALTH PLAN
### SUMMARY

## REIMBURSEMENT OF COVERED SERVICES

### All Health Care Services Except Prescription Drugs and Mental Health and Substance Abuse Services

<table>
<thead>
<tr>
<th>Level</th>
<th>100% Coinsurance</th>
<th>No Deductible</th>
<th>Stop Loss N/A</th>
<th>90% Coinsurance</th>
<th>$100/$200 Deductible</th>
<th>$600/$1,200 Stop Loss</th>
<th>80% Coinsurance</th>
<th>$100/$200 Deductible</th>
<th>$1,100/$2,200 Stop Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>Received from your Primary Care Physician or a Primary Provider to whom your primary Care Physician has referred you.</td>
<td>Received from a Network Chiropractor.</td>
<td>Level 2 does not apply to chiropractic services; chiropractic benefits are paid at either Level 1 or 3</td>
<td>Received from any Network provider other than your Primary Care Physician or a Primary Provider to whom your Primary Care Physician has referred you.</td>
<td>Received from non-Network providers.</td>
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<td>Level 2</td>
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* 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.

### Mental Health and Substance Abuse Services

<table>
<thead>
<tr>
<th>Coinsurance amount and reimbursement limits</th>
<th>Received from Network providers</th>
<th>Received from non-Network providers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursement is 90% of the first $50,000 (100% thereafter) of covered expenses for combined inpatient, transitional, and outpatient services per Benefit Period.</td>
<td>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.*</td>
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<tr>
<td>* 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.</td>
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Amendments which Apply to Your Policy: Page 1.1
IC-2390-251-0795
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 band 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  MRI of knee
   by the FDA after 1/1/95  Myringotomy with or without tube insertion
Diabetes equipment and self-management programs Presurgical second opinion consultations
Diagnostic colonoscopy Reconstructive or plastic surgery
Durable medical equipment Septoplasty
Ethmoidectomy Skilled nursing facility care
Habilitative therapy for developmental delays Tonsillectomy with or without adenoidectomy
Home health care Transplantation procedures
Hospice Treatment of TMJ, MPD, or TMD
Kidney dialysis or transplantation

IC-2390-251-0795
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
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

#### August
- New Teacher Inservice: 25
- Teacher Work Days: 20, 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

#### April
- Staff Development/Early Release Day: 22
- Spring Recess: 9-18

#### 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
- June 11, 14

( ) 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

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**SCHOOL DISTRICT OF WAUKESHA**

**CALENDAR**

**2003-2004**

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Approved: 1.15.03
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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

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</table>

#### 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
- Staff Development/Early Release Day: 27
- End of Third Quarter: 3

#### March
- Spring Recess: 25-31

#### April
- Spring Recess: 1
- Staff Development/Early Release Day: 28
- End of Third Quarter: 8

#### May
- No Service/No Service Day: 20
- Memorial Day: 30

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

(1) 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

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*PVR 11.13.02*  
*Approved: 11/03*
<table>
<thead>
<tr>
<th>FOR RECORD PURPOSES:</th>
<th>Student Record</th>
<th>Student Days</th>
<th>Faculty Days</th>
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</table>

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

2004-2005