

REVISED FINAL OFFER OF

THE

WAUWATOSA EDUCATION

ASSOCIATION

FOR 2007-09

April 29, 2008

The Association reserves the right to add to, modify, or delete items contained in this proposal. Unless otherwise specified, unchanged portions of the 2005-2007 Collective Bargaining Agreement shall be incorporated into the 2007-2009 Agreement, letters of agreement will be updated, and all items, where possible, shall be implemented retroactively.

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3
4 ARTICLE XI

5
6 SUMMER ASSIGNMENTS

7
8 11.1 Summer School Assignments/Summer ~~M-Teams~~ IEP Meetings (TA)

- 9
10 A. Applications for summer school assignments and summer ~~M-teams~~ IEP Meetings
11 (TA) shall be submitted to the Superintendent between February 1 and May 15 of
12 each year.
13
14 B. All qualified Wauwatosa Teachers requesting a summer school teaching assignment
15 or summer ~~M-team~~ IEP Meeting (TA) assignment will be given preference before
16 teachers from outside of the school system are considered for employment.
17
18 C. Compensation for summer school teaching assignments and summer ~~M-team~~ IEP
19 Meeting (TA) assignments shall be at the ~~rate of \$22.93 per hour~~ employee's per
20 diem rate calculated to an hourly rate. If a teacher is required by the District to
21 attend a summer ~~M-team~~ IEP Meeting (TA), he/she shall be compensated at the
22 ~~rate of \$22.93 per hour~~ employee's per diem rate calculated to an hourly rate.
23
24

25 11.2 Summer Curriculum Committee Pay

- 26
27 Committee Chairperson ~~\$23.73 per hour~~ per diem rate calculated to an hourly rate
28 plus \$330
29
30 Committee Members ~~\$22.93 per hour~~ per diem rate calculated to an hourly rate
31
32
33

34 ARTICLE XII

35
36 VACANCIES, TRANSFERS, AND REASSIGNMENTS

37
38 12.2 Assignments of Personnel

- 39
40 A. Policy

41
42 The School Board shall determine the assignments to teachers in accordance with
43 their teaching certification, class schedules, and instructional responsibilities. Any

1 changes concerning the above will be discussed by the administration with the
2 employee concerned.

3
4 **B. Excessed Employees**

5
6 **Excessed employees in a building will be placed prior to hiring new staff or**
7 **allowing transfer requests.** Teachers who are to be transferred to a new position in
8 the District due to excess staff in their current building shall have the opportunity to
9 express interest in any vacant position in a different building for which they are
10 certified. ~~(moved from D.)~~ **These employees shall not be required to interview.**
11 **In a building where an employee is excessed, it shall be the least senior**
12 **employee who is moved providing the more senior employees are certified for**
13 **the remaining positions. An employee may voluntarily elect to be excessed in**
14 **lieu of the least senior employee.**

15
16
17 **B. Right of Assignment**

18
19 One of the major responsibilities of the Superintendent of Schools is the assignment
20 of instructional personnel. It is his/her further responsibility to effect any and all
21 transfers, reassignments, or relocations involving staff members (subject to the
22 approval of the School Board).

23
24
25
26 **C. Reasons for Transfers**

27
28 The reassignment of employees may become necessary to meet changes in
29 enrollment, the implementation of new programs, the adoption of a new
30 organizational structure, and to meet unanticipated needs resulting from the
31 resignations, long-term illnesses, or death of a staff member.

32
33 **D. Notice of and Selection for Reassignment**

34
35 While mutual agreement is desirable and will be sought, the final responsibility for
36 the decision shall continue to be with the Superintendent of Schools, based first upon
37 teacher certification, seniority, preference, and teaching experience, unless the
38 District can demonstrate that the reliance on these factors is detrimental to the
39 District. ~~Teachers who are to be transferred to a new position in the District due to~~
40 ~~excess staff in their current building shall have the opportunity to express interest in~~
41 ~~and apply for any vacant position in a different building for which they are certified.~~
42 ~~Individuals who apply for such positions shall be given the opportunity to interview~~
43 ~~for the position if they so desire.~~

1 E. Requests for Transfers

2
3 Teachers desiring a voluntary transfer may submit a written request to the
4 Superintendent of Schools, stating their preferences for a new assignment. The
5 request shall be carefully reviewed by the administration with the consultation of
6 principals and/or supervisors concerned and the coordinators. If a vacancy occurs
7 and the transfer is in the best interest of the teacher and the school system, in
8 general, it shall be honored.

9
10 F. Release from Teaching Contract

11
12 Should an involuntary transfer or assignment become a necessity and the teacher
13 become dissatisfied and request a release from his or her contract, approval shall be
14 honored in accordance with the terms of the contract.

15
16 G. Non-Discrimination in Assignments

17
18 All assignments shall be made without regard to age, race, creed, color, religion,
19 nationality, sex, or marital status. Each teacher shall be notified in writing of his/her
20 tentative assignment for the subsequent school year prior to June 1.

21
22 ~~H. Occupational Therapists and Physical Therapists~~

23
24 ~~The decision to rehire is not based on the compensation level. If a lower~~
25 ~~compensated employee is retained, the reasons for the retention will be provided to~~
26 ~~the higher compensated employee who is not retained. The administrator will~~
27 ~~provide this explanation.~~

28
29
30 ARTICLE XIV

31
32 REDUCTION IN FORCE

33
34 14.9 Voluntary Layoff

35
36 A. In areas where the District determines layoffs are necessary, teachers volunteering
37 for layoff shall be laid off first.

38
39 B. Teachers voluntarily submitting to layoff shall be placed on the ~~end~~ **beginning** of
40 the recall list and be subject to reinstatement ~~only after all~~ **prior to** other teachers
41 certified in their area(s) during their voluntary layoff. After this year, teachers shall
42 be subject to reinstatement as outlined in Section 14.3(B). Time under this provision
43 shall not count as a year of service for the purpose of Article XXVIII Early
44 Retirement but it shall not interrupt the "continuous" aspect of years of service to the

1 District. ~~A teacher must return to teach in the District for at least three years in order~~
2 ~~to qualify for the provisions of Article XXVIII Early Retirement.~~

3
4
5 ARTICLE XVII

6
7 PROFESSIONAL IMPROVEMENT

8
9 17.1 Required Credits

10
11 ~~A. Eligibility for Salary Adjustments~~

12
13 ~~1. All teachers shall be required to earn one of the following every six years.~~
14 ~~Salary will not be adjusted in accordance with the negotiated agreement for~~
15 ~~teachers if requirements are not met.~~

16
17 ~~2. Classifications I and II~~

18
19 ~~a. Six academic graduate semester hours.~~

20
21 ~~b. Six alternate credits acceptable to the Superintendent. Approval by~~
22 ~~the Superintendent shall be obtained prior to undertaking any~~
23 ~~alternative program.~~

24
25 ~~c. Six inservice credits subject to the requirements of 17.2 (B) or (E)~~
26 ~~may be substituted for all or a portion of either a) or b) above.~~

27
28 ~~3. Classifications III and IV~~

29
30 ~~a. Four academic graduate semester hours.~~

31
32 ~~b. Four alternate credits acceptable to the Superintendent. Approval by~~
33 ~~the Superintendent shall be obtained prior to undertaking any~~
34 ~~alternative program.~~

35
36 ~~c. Six inservice credits subject to the requirements of 17.2 (B) or (E)~~
37 ~~may be substituted for all or a portion of either a) or b) above.~~

38
39 ~~4. Classification V~~

40
41 ~~a. Two academic graduate semester hours.~~

1 ~~b. Two alternate credits acceptable to the Superintendent. Approval by~~
2 ~~the Superintendent shall be obtained prior to undertaking any~~
3 ~~alternative program.~~

4
5 ~~c. Four inservice credits subject to the requirements of 17.2 (B) or (E)~~
6 ~~may be substituted for all or a portion of either a) or b) above.~~

7
8 17.2 1 Approved Credits

9
10
11
12 17.3 Human Relations Requirement

13
14 ~~To receive a salary adjustment a teacher must obtain three (3) academic credits in Human~~
15 ~~Relations from an accredited college or university or four (4) inservice credits in courses~~
16 ~~offered by the district or in a program approved by the district. Of the three (3) academic~~
17 ~~credits, at least one (1) credit must deal specifically with racial minorities and of the four (4)~~
18 ~~inservice credits, at least two (2) must deal specifically with racial minorities. Any such~~
19 ~~credits obtained after September 1, 1980, shall fulfill this requirement.~~

20
21 ~~Teachers hired after August 1, 1988, will have four (4) years from their respective date of~~
22 ~~hire to complete the Human Relations Requirement, Article 17.3.~~

23
24
25
26 17.4 3 Mentor Participation and Compensation

- 27
28 A. Employees serving as Mentors do so on a voluntary basis, and no employee shall be
29 assigned to serve as a Mentor.
30
31 B. Employees who serve as PI-34 Mentors shall be compensated \$1,000 per year for a two
32 (2) year period and those who serve as non-PI-34 Mentors shall be compensated \$500
33 per year for a one year period.
34
35 C. Any costs associated with the training of a Mentor shall be paid by the District.
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ARTICLE XIX

TEACHING RESPONSIBILITIES OUTSIDE OF CLASSROOM

19.1

Teachers shall be expected to assume responsibility for a reasonable amount of work on curriculum projects, attendance and participation in faculty and departmental meetings, supervision of students, parent/teacher conferences, and an annual open house. Traveling teachers shall provide advance notice to the building principal if they will not be in attendance at a scheduled open house in a building to which they are assigned.

(The District and Association shall form three committees. One committee shall determine the instructional work load for the music department—for both the instructional contracted period and those duties that shall be performed as part of Extra-curricular contracts. The second committee shall determine the instructional work load for occupational therapists, physical therapists, and speech/language therapists. Job descriptions will be developed for both the instructional work load and for any extra-curricular contract.) The third committee shall determine the instructional work load for secondary library media specialists.)

19.2

Other use of teacher's personal time will be on a voluntary basis. Acceptance or rejection of such assignment by the teacher will not be considered in the performance evaluation of the teacher. All extra-curricular assignments shall be made with the consent of the teacher and shall remain secondary to instructional responsibilities.

ARTICLE XX

TEACHING CONDITIONS

20.1 Assignment of Teachers

C. Traveling teachers: Traveling teachers should attend conferences for a time period (hour and/or evenings) equal to that of their peers at the level they serve.

Elementary teachers shared by two elementary buildings shall attend one (1) evening and one-half (1/2) daytime conference at each building each year.

If a traveling teacher services more than one level, that teacher should attend at least

1 one conference at each site. The total conference schedule should reflect a time
2 commitment of that teacher's peers at the level he/she serves.

3
4 When conference schedules are shared by two or more buildings, the traveling
5 teacher should communicate his/her conference schedules with the respective
6 building principals.

7
8 Traveling teachers should schedule their comp time tied to the building in which
9 they are conferencing.

10
11 Part-time teachers should attend conferences a percentage of time that is equal to
12 that of their contract.

13
14 **ELEMENTARY:**

15
16 Teachers shared by two buildings should spend one-day conference and one evening
17 conference at each building each semester.

18
19 Teachers shared by more than two buildings should spend at least one conference
20 session at each site. The total conference schedule should be equal to that of their
21 peers.

22
23
24
25 **ARTICLE XXII**

26
27 **TEACHING HOURS**

28
29 **22.2 Early Leave**

- 30
31 A. Teachers, upon completion of their building responsibilities, may leave the building
32 after the dismissal of students when school activities necessitate their return to
33 school that evening and on school days preceding a vacation period or holiday.
34
35 B. Teachers may leave the building before normal departure time, for personal or
36 professional reasons, with prior ~~approval~~ **notification** of the building principal.
37
38

39 **22.3 Early Release Time**

- 40
41 A. **K-12 Early Release.** Early release time will be provided to teachers at the K-12
42 level.
43

1 B. Purpose. The purpose of early release time is different than in-service time. It is to
2 provide for staff development, collaboration, implementation and building
3 goals/initiatives on a regular basis throughout the school year.
4

5 ~~C. Amount of Time. Two and one-half (2-1/2) hours scheduled nine (9) times each~~
6 ~~during the school year. The early release time will be in the afternoon. During the~~
7 ~~2006-2007 school year, there will be two (2) early release days scheduled. Early~~
8 ~~release for 2007-2008 shall be determined following the conclusion of the Early~~
9 ~~Release Committee and the parties shall incorporate the schedule into the 2007-~~
10 ~~2008 School Calendar.~~

11
12 ~~D—In 2006-2007, early release days will be used as teacher days. Teacher directed~~
13 ~~early release days will focus on teams of teachers working together on the learning~~
14 ~~needs of students as identified by district, building-based goal (s) and/or personal goal~~
15 ~~(s). The 2007-2008 schedule will be determined following completion of work by the~~
16 ~~Early Release Committee.~~

17
18 ~~E.—Specific Use of Time. The early release time will be used to collaboratively~~
19 ~~address issues at the District, Building and Teacher level. Examples may~~
20 ~~include literacy, every day math, computers/technology, etc.~~

21
22 ~~F.—Specialists. Specific programs will be developed for specialists to allow them to~~
23 ~~collaborate and discuss goals and initiatives.~~

24
25 ~~G.—Part-time employee attendance schedule~~

26
27 ~~All part-time staff are encouraged to attend all staff development opportunities~~
28 ~~and parent teacher conferences. Upon the establishment of building goals, a~~
29 ~~mutually agreed upon attendance schedule for the year will be determined by~~
30 ~~the principal and the staff member. The attendance schedule will be forwarded~~
31 ~~to the Human Resources office. The director of Human Resources will review~~
32 ~~and authorize all agreements. All staff development opportunities outside of~~
33 ~~the pro-rated contractual time will be compensated at the MA hourly base.~~

34
35 (We have a Letter of Agreement regarding Early Release)

36
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39
40 ARTICLE XXIII

41
42 SCHOOL CALENDAR

43
44 23.1 Current Calendar (We have a Letter of Agreement regarding calendars)

1
2 A. The calendar as negotiated for the term of this Agreement is set forth in Appendix A.

3
4 B. Negotiate a school calendar for one year in excess of the term of the Agreement.
5
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8
9 ARTICLE XXIV

10 PROFESSIONAL COMPENSATION

11
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13 24.1 Salary Schedule

14
15 Employees holding a National Board Certification will receive an annual stipend of \$1,500 per
16 year for as long as they retain the certification.

17
18 The Association has proposed revised salary schedules to reflect both professional
19 development and the salary schedules found in the area which serve as competition to
20 Wauwatosa's ability to hire and retain staff.

21
22 The basic salaries covered in this Agreement are set forth in Appendix B.

23
24 24.5 Extra Pay for Extra Services

25
26 A. Schedule

27
28 Extra Service pay covered by the Agreement is set forth in Appendix C and shall be
29 calculated off of ~~a base of \$25,999~~ the BA Base salary of the last year of the prior
30 contract (\$31,720).

31
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33
34 B. Establishment of Extra Service Pay

35
36 All "Extra Pay for Extra Services" assignments and subject related club advisors'
37 assignments shall be reviewed annually and made on a voluntary basis on
38 recommendation of the building principal and approved by the Superintendent of
39 Schools at the time of the issuance of the annual teaching contract. An "Extra Pay
40 for Extra Services" assignment must be accepted or rejected by the teacher in writing
41 along with the acceptance of the individual teaching contract.

42
43 C. Payment Method
44

1 Pay for "Extra Pay for Extra Services" non-athletic assignments will, except for
2 hourly pay, be totaled for the contract year, prorated in ten payments, and paid
3 monthly for teachers, clearly identified on such paycheck as "Extra Pay." A
4 statement will be forwarded at the earliest possible date during the school year to all
5 teachers assigned to "Extra Pay" assignments indicating the amount of pay to be
6 anticipated for each such assignment and the dates for payment. Pay for "Extra Pay
7 for Extra Services" athletic assignments will be paid one-half (1/2) of the salaried
8 amount prior to the start of the season and the remaining one-half (1/2) of the
9 salaried amount at the end of the season.

10
11 D. Payment Periods

12
13 Extra Pay for hourly rate assignments shall be reported monthly and paid with the
14 subsequent "Extra Pay for Extra Services" payroll.

15
16 24.6 Travel Pay

- 17
18 A. Authorized travel pay for teachers shall be computed on a mileage basis and based
19 on the IRS mileage rate. Payment shall be made only upon submission of the
20 appropriate claim form by the authorized teacher.
21
22 B. When a full-time traveling classroom teacher travels two (2) or more times in a day
23 (may be to the same locations or different locations), the teacher will receive some
24 kind of compensation for twenty (20) minutes of lost preparation time for each day
25 this occurs. A part-time traveling teacher with the same schedule will receive some
26 kind of compensation for the additional twenty (20) minutes of traveling time.
27 Teachers assigned traveling schedules will be responsible for no more conferences,
28 staff meetings, etc., than non-traveling teachers. The teacher will have the option of
29 scheduling the use of substitute time equivalent to this twenty (20) minutes/day or be
30 paid according to the following schedule:

31
32
33

<u>Days of the Week With this Schedule</u>	<u>Compensation for a Semester</u>
5 days/week	\$468
4 days/week	\$357
3 days/week	\$234
2 days/week	\$162
1 day/week	\$117

34
35
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41

42 Update per current IRS Rates

1
2 24.7 Teaching Assignment Policy
3

- 4 A. Middle school teachers who substitute for a colleague will be compensated at the
5 rate of ~~\$24.18~~ the BA Base rate calculated to an hourly rate per class period.
6 Senior high school teachers who substitute for a colleague will be compensated at
7 the rate of ~~\$24.18~~ the BA Base rate calculated to an hourly rate per class period.
8 River Hills/CATC, and all County program teachers who substitute for a colleague
9 will be compensated for an equivalent of up to two (2) periods at the rate of ~~Twenty-~~
10 ~~Four Dollars and Eighteen Cents (\$24.18)~~ the BA Base calculated to an hourly
11 rate per class period for substituting when no substitute is available. Those who are
12 assigned an additional teaching section at the middle and senior high school level on
13 a semester or a yearly basis will be compensated ten (10) percent of the base rate for
14 their current lane classification for one (1) semester and twenty (20) percent for two
15 (2) semesters. Both types of assignments should only be implemented in emergency
16 situations and on a voluntary basis.
17
- 18 B. The purpose of specialists at the elementary level is to support and strengthen the
19 instructional program. When the specialist is absent and no substitute is hired, the
20 classroom teacher will be compensated at the rate of ~~\$14.50~~ the BA Base calculated
21 to an hourly rate for 30 minutes. This amount shall be pro-rated for any time
22 longer than 30 minutes.
23

24
25 ARTICLE XXVII
26

27 INSURANCE PROVISIONS
28

29
30 27.1 Hospital Insurance Eligibility
31

- 32 A. All full-time professional employees who are eligible for either individual or family
33 hospital and surgical coverage may enroll in the agreed upon ~~District's self-funded~~
34 insurance program.
35
- 36 B. The District's Group Program shall include the following:
37
- 38 1. Effective July 1, 200~~6~~ 8, all active employees and future retirees will pay a ~~2~~
39 5% premium contribution (single and family). A comprehensive ~~\$250~~
40 \$100 front-end deductible per calendar year with a ~~\$500~~ \$200 aggregate
41 limit per family with 100% coverage effective ~~January 1, 2007~~ July 1, 2008.
42
 - 43 2. A cost containment feature including pre-treatment review and the use of the
44 claim form request.

1
2 3. A preferred provider option (PPO) with coverage to include, following the
3 satisfaction of the deductible, a co-payment of 80%/20% for non-preferred
4 providers on the first ~~\$1,000~~ \$1,450 (single plan) and ~~\$2,000~~ \$2,900 (family
5 plan) of covered medical expenses or ~~90%/10%~~ 100% for preferred
6 providers. A co-payment on the ~~family~~ single plan shall be up to ~~\$1,000~~
7 \$100 per individual and ~~\$2,000~~ \$200 aggregate for the family.
8

9 4. Costs of outpatient surgery, diagnostic treatment, and well baby care will not
10 be subject to meeting the front-end deductible and co-payment. Emergency
11 room medical care will be subject to a ~~\$50.00~~ 25.00 co-payment effective
12 ~~January 1, 2007~~ July 1, 2008.
13

14 5. The plan includes (a) expanded patient advocate review to include home
15 health care services, private duty nursing, and skilled nursing facility care,
16 and (b) a patient advocate non-notification penalty of \$200.
17

18 6. ~~Mental health and chemical dependency treatment must be accessed through
19 the District's employee assistance plan (EAP) in order for 100% benefits to
20 be paid, following satisfaction of any applicable deductibles or co-payments.
21 The EAP provides for gatekeeping, case review and case management.
22 Treatment not accessed through the District's EAP shall be paid at 80% of
23 costs, following satisfaction of any applicable deductibles or co-payments.
24 Current treatment providers will be grandparented provided they meet
25 insurance coverage standards under the current health plan.~~
26

27 7. ~~The program shall include a \$100.00 in and out patient surgery deductible
28 effective January 1, 2007.~~
29

30 C. Retired teachers are eligible for continued insurance specified in Section 27.1 (A) at
31 the expense of the retiree interested in such protection.
32

33 27.2 Health Insurance - Premium Payment
34

35 A. The Board will pay the amount for individual or family coverage ~~for the District's~~
36 ~~self-funded program~~ as stipulated in 27.1. B.1.
37

38 B. Section 125/129 Plan
39

40 The Board will establish at its sole expense, a Section 125/129 plan that will permit
41 employees to pay for front-end deductibles, co-payments, childcare and dependent
42 care with pre-tax dollars.
43

1 C. The Section 125/129 plan will also include an option to allow an employee who
2 demonstrates that health insurance coverage is being provided to him or her from
3 another source to have \$270.00 per month available as additional compensation in
4 lieu of fringe benefits. This option will be administered in accordance with the
5 terms of the Section 125/129 plan, including restrictions on the modifications of
6 elections in a Plan Year.
7

8 The employee may defer the additional compensation to a tax sheltered annuity
9 approved by the District and selected by the employee, may receive a cash payment,
10 may utilize the compensation for child care or dependent care, or may contribute the
11 compensation to a medical spending account.
12

13 It will be the responsibility of the employee to pay the employee portion of any
14 employment taxes, which may be imposed on the compensation available to the
15 employee under this Section D, including, by way of illustration and not limitation,
16 FICA taxes. The District will be responsible for all employer designated
17 employment related taxes on any such amounts.
18

19 27.3 Procedures for Changing Insurance Coverage

20 A. Open Enrollment Procedure

21
22 If an employee did not apply for coverage at the time of employment, and at a later
23 date, changes his mind, he/she must fill out an application card and health statement
24 application which may be procured through the Wauwatosa School District Business
25 Office. The health statement application is subject to approval or rejection by the
26 insurance carrier. **Coverage shall begin no later than the first of the month**
27 **following the date of application.**
28

29 B. Family Coverage Addition

30
31 If an employee is married and has originally requested coverage for himself/herself
32 only, but wishes to change to a family plan at a later date, he/she must fill out an
33 application card and a health statement which will be subject to approval or rejection
34 by the insurance carrier.
35

36 C. Family Coverage Due to Marriage

37
38 If a single employee becomes married and wishes family coverage, he/she must
39 report the date of marriage to the Wauwatosa School District Business Office within
40 thirty days of the marriage, along with an application card. The Business Office will
41 affect the family coverage, if desired, to the date of marriage and no health statement
42 will be necessary.
43
44

1 If a single employee becomes married and does not report the date of marriage to the
2 Wauwatosa School District Business Office within 30 days of the marriage and the
3 employee wishes to receive family coverage, he/she must fill out an application card
4 and health statement application which will be subject to approval or rejection by the
5 insurance carrier.

6
7 D. Family to Single Coverage

8
9 If an employee has family coverage and wishes to change to single coverage, he/she
10 must fill out a new application card only.

11
12 E. Booklet Distribution

13
14 Employees shall receive a copy of a booklet describing coverage.

15
16 27.6 Group Life Insurance

17
18 A. Eligibility

19
20 After six months of continuous service, Group Life Insurance is provided to
21 professional full time staff members in multiples of \$1,000 to a maximum to the
22 next even \$1,000 above the prior calendar year's earnings at no cost and without a
23 medical examination. In the case of new employees without prior year's earnings
24 with the Wauwatosa School District, the maximum shall be the next even \$1,000
25 above the current year contract.

26
27 B. Optional Coverage

28
29 Teachers have the option to double the insurance coverage but at no additional
30 expense to the School Board.

31
32 C. Benefit at Retirement

33
34 Immediately upon retirement, the benefit to the policyholder will be limited to 25%
35 of his insurance in force in 1973-74. If the policyholder did not hold a 1973-74
36 contract with the Wauwatosa School District, the life insurance benefit, upon
37 retirement, will be \$2,500. Can this be revised, or are there still 1973-74 retirees
38 who are eligible for a benefit greater than \$2,500?

39
40 27.7 Liability Coverage

41
42 A. Coverage and Schedule

1. The liability coverage provided by the School Board is extended to all employees and the insurance carrier agrees to pay, on behalf of the insured, all sums for which it becomes legally liable, arising from bodily injury or property damage to others, or arising from the existence of the school premises and educational operations or activities.
2. The coverage that we have includes the responsibility of legal defense of claims for which the coverage affords. Legal liability requires a form of negligence on the part of the insured which causes injury to another, as opposed to a deliberate, willful act which causes such injury.
3. Therefore, the liability accruing to all employees of the School Board arising from negligence resulting in bodily injury or property damage is insured, including all sums payable, plus the cost of defending claims alleging negligence whether groundless or not.
4. Our comprehensive liability schedule is:

\$100,000	per person
\$1,000,000	each occurrence for bodily injury
\$100,000	each occurrence
\$100,000	aggregate for property damage with a \$50.00 deductible

Is this the current schedule? Have the amounts been increased?

Covering: Premises - Operations - Including Teacher Liability and Personal Injury - Construction Operations - Products - Contractual Liability

ARTICLE XXVIII

~~EARLY RETIREMENT~~ **POST RETIREMENT BENEFITS (TA)**

28.1

The number of individuals eligible will be limited to ~~twenty (20)~~ **twenty (20)** during each year of this agreement. ~~The maximum number will be limited to a total of twenty five (25) over both years of that agreement unless the parties agree to some other maximum.~~

A combination of age and service in the Wauwatosa School District will be the determining factor in admitting participants to the program. The individuals with the greatest number of total points will be admitted to the program. Total points will be calculated by adding the age and service of each individual in the Wauwatosa School District.

28.2

The employee must attain age fifty-five (55) prior to the first day of the first school year of retirement. **Employees hired after July 1, 2008 must attain age fifty-seven (57) prior to**

1 the first day of the first school year of retirement. Payments shall not begin prior to
2 September 1 of the school year in which the early retirement is effective.
3

4 Section 1. Eligibility:
5

6 Subject to the limits imposed in 27.2 a full time employee with a minimum of twenty (20)
7 years of ****continuous**** full time employment with the Wauwatosa School District in a
8 professional staff position and attainment of age fifty-five (55) (fifty-seven (57) for those
9 hired after July 1, 2008) may retire and receive benefits set forth below. Employees
10 desiring to do so shall notify the Superintendent, in writing, by February 1, of the school
11 year prior to the effective date.
12

13 ****For the purpose of this section any teacher who has taken a leave authorized by the Board,**
14 **the Superintendent, or otherwise mandated by the contract shall be considered to have**
15 **"continuous" employment.**
16

17 A. Hospital-medical and major medical insurance premiums shall be paid to a
18 maximum per year equal to the amount payable to active employees for the
19 coverage which is in effect for active teachers.
20

21 1. Employees with twenty (20) years of continuous full-time employment shall
22 receive premiums paid for three (3) years plus five (5) additional years at the
23 payment rate in effect during the third year of the employee's early
24 retirement.
25

26 2. Employees with twenty-five (25) years of continuous full-time employment
27 shall receive premiums paid for eight (8) years.
28

29 3. Employees with thirty (30) years of continuous full-time employment shall
30 receive premiums paid, including Medicare supplement, for a period not
31 to exceed ten (10) years. ~~until the employee reaches Medicare age.~~
32

33 B. Life Insurance premiums to be paid by the employer for coverage in an amount
34 consistent with the terms of the life insurance policy purchased by the District.
35

36 C. Payments under this Article shall cease in accordance with the following:
37

38 ~~1. Retirees accepted in the program as of the end of the 1986-87 school year or~~
39 ~~earlier shall receive payments in accordance with the terms of the applicable~~
40 ~~Master Agreement. (TA)~~
41

42 ~~2. Retirees accepted in the program on or after February 1, 1986 shall receive~~
43 ~~payments in accordance with the following: All payments under this section~~

1 shall cease upon the retiree's 65th birthday, death, or completion of 60
2 payment maximum, whichever occurs first. (TA)

3
4 ~~3. Retirees accepted in the program on or after February 1, 1988 shall receive~~
5 ~~payments in accordance with the following: All payments under this section~~
6 ~~shall cease upon the retiree's 65th birthday or at that age when the individual~~
7 ~~becomes eligible for full state retirement benefits, death, or completion of the~~
8 ~~60 payment maximum, whichever occurs first. (TA)~~

9
10 ~~4. Retirees accepted in the program on or after February 1, 1990 shall receive~~
11 ~~insurance premium payments in accordance with the following: All~~
12 ~~insurance premium payments under this section shall cease upon the retiree's~~
13 ~~65th birthday, death, or completion of the five years of insurance premium~~
14 ~~payments. (TA)~~

15
16 ~~5. Retirees accepted in the program on or after February 1, 1996, shall receive~~
17 ~~insurance premium payments in accordance with the following: all~~
18 ~~insurance premium payments under this section shall cease upon the retiree's~~
19 ~~65th birthday, death, or completion of the eight years of insurance premium~~
20 ~~payments. (TA)~~

21
22 **Renumber remainder**

23 6. Retirees accepted in the program on or after February 1, 1998, shall receive
24 insurance premium payments in accordance with the following: all
25 insurance premium payments under this section shall cease upon the retiree's
26 attaining the age of eligibility for Medicare, death, or completion of the years
27 of insurance premium payments identified in paragraphs A. 1, 2, and 3,
28 above.

29
30 7. The percentage of District contribution toward retiree benefits shall be the
31 same as was in effect at the time of the employee's date of retirement. It
32 shall not be impacted by future changes, if any, to the level of employer
33 contribution for active employees.
34

1
2 ARTICLE XXXI

3
4 DURATION

5
6 31.1 Duration

7
8 ~~This Agreement, except as herein excluded, shall be effective on July 1, 2005 2007 and shall~~
9 ~~remain in full force and effect to and including June 30, 2007 2009 shall automatically be~~
10 ~~considered renewed for successive twelve month periods unless at least one hundred eighty~~
11 ~~days prior to the end of any twelve month effective period either party shall serve written~~
12 ~~notice upon the other that it desires to terminate and renegotiate or terminate the terms and~~
13 ~~conditions of said Agreement. In this event, negotiations shall be instituted no later than one~~
14 ~~hundred fifty days prior to the expiration of this Agreement. In the event the parties do not~~
15 ~~reach agreement by the expiration date as provided herein, then this Agreement shall, in all~~
16 ~~respects, be deemed void and terminated. The parties, hereto, by written agreement, may~~
17 ~~extend said period for the purpose of reaching a new agreement.~~

18
19 This Agreement shall be effective on July 1, 2007 and shall remain in full force and
20 effect to and including June 30, 2009. TA 04/09/08

21
22
23 In Witness, Whereof, the parties have, hereunto, set their hands and seals this ~~22nd~~ day of
24 ~~December, 2006~~ at Wauwatosa, Wisconsin.

25
26
27 For the
28 Wauwatosa Education Association

27 For the
28 Wauwatosa School Board

29
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33 President
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42 Clerk
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APPENDIX B-1

WAUWATOSA SCHOOL DISTRICT TEACHER SALARY SCHEDULE
~~2005-06~~ 2007-2008 and 2008-2009

New Schedule Structures

APPENDIX C-1

EXTRA PAY FOR EXTRA SERVICES: SENIOR HIGH SCHOOL

\$31,720 **~~\$25,999~~**
Base

EXTRA PAY FOR EXTRA SERVICES: MIDDLE SCHOOLS

\$31,720 **~~\$25,999~~**
Base

POSITION	% Factor	Salary
Lunchroom Supervisor	7.5	\$1,950
The amount designated above shall be reduced on a monthly basis for any individual who is absent for five (5) consecutive days or more. The reduction shall be a pro-rated daily rate for all days absent during the month. Whenever possible, the District will utilize a replacement for the person who is absent. The replacement will be compensated at the pro-rated daily rate for the supervision.		
School Paper		\$1,950
Student Council Advisor		\$1,950
Art Advisor		\$1,950
Multi-Media Coordinator	6	\$1560
Band *	5	\$1,300
Orchestra *		\$1,300
Vocal Music *		\$1,300
Speech Activities Advisor	4.5	\$1,170
Dramatics* (per performance)		\$1,170

Destination Imagination		\$1,170
Book Store	4	\$1,040
Cheerleading Director	3.5	\$910
Clubs		<u>\$700 each</u>
<u>Printer Maintenance (where did these go?)</u>		\$650
<u>Book Club</u>		\$650
<u>Music Groups</u>		\$650
<u>Jazz band</u>		\$650
<u>Fiddle Groups</u>		
<u>Swing Choir</u>		
Supervision Beyond the School Day:		
Per Event		\$19.97
		<u>\$25.00</u>
Beyond 2 hrs +		\$13.32
		<u>\$18.00</u>

*Indicates two performance maximum

Stage Crew is paid at an hourly compensation rate of ~~\$14.26~~ \$19.00

EXTRA PAY FOR EXTRA SERVICES: ELEMENTARY SCHOOLS

\$31,720 ~~\$25,999~~
Base

ATHLETIC EXTRA PAY

\$31,720 ~~\$25,999~~
Base

Appendix D-1

PAY DATES ~~2006-07~~

Insert Pay Dates for 2007-2009

~~2005-07~~ 2007-2009 LETTERS OF AGREEMENT

**PROCEDURES FOR COMPENSATION OF BUILDING CHAIRS
AND DISTRICT LIAISONS**

1. By end of September, secondary principals will identify the department chairs of their buildings. The list should be sent to the Director of Curriculum and Instruction.
2. By the end of September, the Director of Student Services will identify the district liaisons of the following groups: OT/PT, Psychologists, and Social Workers. The list should be sent to the Director of Curriculum and Instruction.
3. Building chairs and district liaisons may choose to be compensated with a release day(s) or with a monetary equivalent. If a release day(s) is chosen, that comp time must be used prior to May 1 on a day(s) mutually agreed to by the department chair and the building principal. If the monetary equivalent is chosen, the payment will be made after May 1. In either option, a Building Chair Compensation Form must be submitted to the Director of Curriculum prior to the release day or payment.
4. Compensation for building chairs or district liaisons will be according to the following guidelines:

2 release days or the monetary equivalent:

Comm Arts, Math, Science, Social Studies, and Foreign Language if the department of the building has a staff of 10 or more Library Media Specialists.

1.5 release days or the monetary equivalent:

Comm Arts, Math, Science, Social Studies, and Foreign Language if the department of the building has a staff of less than 10. Also included in this group are all Physical Education, Art, Technology Education, and Special Education building chairs.

1 release day or the monetary equivalent:

Business, Music, Family Studies, Guidance, and the one district liaison for PASS who will be designated by the Director of Curriculum. The district liaisons for OT/PT, Psychologists, and Social Workers are included in this group.