

MASTER AGREEMENT

between the

**BOARD OF EDUCATION
GERMANTOWN SCHOOL DISTRICT**

and the

**GERMANTOWN EDUCATION
ASSOCIATION**

2010-2011

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AGREEMENT

100.00 BOARD OF EDUCATION RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Wisconsin and of the United States, including, without limitations because of enumeration, but subject to the provisions of this Agreement, the following rights:

- (1) Executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- (2) Hiring of all employees and, subject to the provisions of law, determining their qualifications and the conditions of their continued employment or for the suspension, dismissal, demotion, promotion or transfer of all employees.
- (3) Establishment of grades and courses of instruction, including special programs and athletic, recreational and social events, for students as deemed necessary or desirable by the Board.
- (4) Deciding upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- (5) Determination of class schedules, duties, hours of instruction, responsibilities, and assignments of teachers with respect to administrative and non-teaching activities and the terms and conditions of employment.
- (6) The determination of the financial policies of the school district, including the general accounting procedures.
- (7) The determination of safety, health and property protection measures.
- (8) The determination of the layout and the equipment to be used and the right to plan, direct and control school activities.
- (9) The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Wisconsin and the Constitution and the Laws of the United States.

200.00 LAYOFF AND RECALL PROCEDURE

If the Board decides to reduce or eliminate a teaching position(s), the Board shall have the sole right to determine the position(s) to be reduced or eliminated. The reduction in the number of hours in a particular position shall constitute a partial layoff. The elimination of a position shall constitute a full layoff. Notices of full or partial layoff for the ensuing school year shall result in teachers receiving preliminary notice of layoff on or before May 15 and final notice of layoff on or before June 1. Notices of full or partial layoff for the second semester of the current school year shall result in teachers receiving preliminary notice of layoff on or before November 1 and final notice of layoff on or before November 15.

If a teacher is laid off for the second semester of a school year, the Board shall, if acceptable to the respective insurance carriers, continue to provide to the teacher the health, dental and life insurance coverage in effect at the time of layoff, from that time through August of the layoff year. Payment of premiums by the Board and/or the teacher shall be in accordance with the respective contribution levels in effect at the time of layoff, provided that the Board shall pay a greater portion than otherwise would be required if such additional payment by the Board is an insurance carrier prerequisite to continued coverage. Each employee laid off for the second semester of a school year who is employed other than by the District while the Board is paying any insurance premium pursuant to this Paragraph shall provide the District Administrator, within two weeks after beginning such employment, with written notice of such employment and the employee health, dental and/or life insurance coverages, and related employer contributions, resulting from such employment.

Whether the layoff is partial or full, the following procedure will be used:-

- (1) Volunteers will be considered first.

- (2) If there are insufficient volunteers, the least senior teacher, district-wide currently teaching within the certification which encompasses the eliminated position, will be informed in writing by the District Administrator that he/she is laid off.
- (3) "Seniority" for the purposes of this article shall be applied district-wide within a given certification and shall be applied in inverse order of the earliest date on which the individual teacher involved began his/her first teaching assignment. If two or more teachers have identical seniority, the Board shall determine, in its sole discretion, which of those teachers shall be laid off. "Certification" will be determined by current certificates on file in the district office.

An employee who has been employed by the Germantown School District as a bargaining unit member and subsequently accepts a District supervisory or administrative position shall be credited with bargaining unit seniority for the time in which he/she was employed by the District as a bargaining unit member. Although employment by the District as an administrator or supervisor will not be credited toward bargaining unit seniority, such administrative or supervisory employment will be recognized in salary schedule placement pursuant to Section 400.02.

- (4) If (a) a teacher or (b) a supervisor or administrator previously employed by the Germantown School District in a bargaining unit position is laid off because his/her current teaching, supervisory or administrative assignment falls within the area of a reduction in force, nothing shall prevent him/her from replacing, beginning with the first calendar day of the ensuing school year, a less senior teacher within the various areas that he/she is certified to teach.
- (5) The provisions of this article have no effect upon staff reductions caused by non-renewal of individual teacher contracts, teacher retirements, or resignations. Nor do such provisions affect or limit, in any way, the rights of the district with respect to the renewal or non-renewal of any individual teacher contract.
- (6) If a teacher who has been or will be laid off wishes to contest such action, the teacher must file a written grievance with the District Administrator within five (5) days after receiving the written notice of layoff. For the purposes of this article a day shall be defined as a calendar day, excluding weekends and holidays. The grievance will enter the grievance procedure at the District Administrator's level. The layoff decision shall stand unless, in making the layoff determination, the District Administrator or the Board acted in bad faith in utilizing and/or applying the procedures provided in this article.
- (7) Recall: Teachers laid off under the terms of this article will be given priority for such vacancies that shall occur in their area of certification for a period of two (2) years following the layoff if the employee has three (3) years or more of in-district experience; if the employee has less than three (3) years of in-district experience his/her recall rights shall be limited to one (1) year. Reinstatements shall be made without loss of credit or accrued benefits from prior years of service in the district. Within fifteen (15) calendar days after a teacher receives a notice of reemployment, he/she must advise the district in writing that he/she accepts the position offered by such notice and will be able to commence employment on the date specified therein. Any notice shall be considered received when sent by registered letter, return receipt requested, to the last known address of the teacher in question as shown on the district's records. It shall be the responsibility of each teacher on layoff to keep the district advised of his/her current whereabouts.
- (8) Any and all reemployment rights granted to an employee on layoff shall terminate on such employee's failure to accept within fifteen (15) calendar days an offer of recall which satisfies the requirements of the following schedule:

Contact % for School Year Prior to the School Year in which Full or partial

<u>Layoff Takes Effect</u>	<u>Minimum contract % Recall Offer</u>
100%	80%
80%	60%
60% or less	50%

Contract is defined as the regular teaching contract, excluding extended contract, summer school, extra pay, extracurricular, extra class or other responsibilities in addition to regular contract duties. Except as provided in this Section (8), a full-time employee on layoff status may refuse recall offers of part-time, substitute or other temporary employment without loss of rights to the next

available full-time position for which the employee is certified. Full-time employees on layoff status shall not lose rights to a full-time position by virtue of accepting part-time or substitute appointments with the District.

- (9) Loss of Seniority: There shall be no loss of seniority in the event of a layoff of, as appropriate, one (1) year or less or two (2) years or less (see paragraph 7 of this Article 200.00) but seniority and the employment relationship shall be broken and terminated if the teacher:
 - A. Resigns or quits;
 - B. Fails to report to work within five (5) days after having accepted a position upon being recalled from layoff, unless unable to do so for physical or other reasonable reasons;
 - C. Is retired;
 - D. Is on layoff for, as appropriate, more than one year or more than two years (see paragraph 7 of this Article 200.00).
- (10) Other Provisions: No teacher may be prevented from securing other employment during the period he/she is laid off under this article.
- (11) No new or substitute appointments may be made while there are laid-off teachers from the district available and qualified to fill available vacancies.
- (12) No later than December 1 of any school year, the District and the GEA shall develop a mutually agreeable seniority list which shall rank all employees, including active employees, employees on partial or full layoff and supervisors or administrators with District bargaining unit employment experience, according to their length of service in the District. Such lists shall also state the teaching, supervisory or administrative assignments, if any, presently held by such employees and the areas in which such employees are licensed.

200.01 **State Employment Labor Relations Act**

Such provisions of current Wisconsin Statutes as are pertinent to employees of a public school district are hereby a part of this Agreement, provided, however, that any alleged breach of the statutes shall not be subject to the grievance procedure provided by this Agreement and the aggrieved party may seek relief for such alleged breach only from an appropriate state or federal agency or court.

300.00 **RECOGNITION OF G.E.A. AS BARGAINING AGENT FOR TEACHERS**

The Board of Education recognizes the Germantown Education Association, an affiliate of CLUE, WEAC, and the NEA, as sole and exclusive collective bargaining agent for all regular full-time and regular part-time professional employees in the employ of the Germantown School District, who work primarily with students and teachers in support of the educational program, including but not limited to full-time and written contracted part-time teachers, reading specialists, social workers, and psychologists of the Germantown School District but excluding supervisors, principals, vice-principals, substitute teachers, central office personnel, support service personnel and any other personnel who spend 50% of their time in and/or on supervisory functions, excluding department heads.

300.01 **Limited Term Employee**

1. **Definition:** A limited term employee is an employee who (a) fills a fifty-percent (50%) or more position previously held by an employee currently on a leave of absence, or (b) fills a fifty-percent (50%) or more position which became vacant on or after August 1st of a particular year. However, an employee who works less than forty-five (45) consecutive work days in such a position or who works for any number of days in a less than fifty-percent (50%) position is not a limited term employee.
2. **Terms and Conditions of Employment:** A limited term employee shall be a member of the bargaining unit described in Section 300.00 of the Master Agreement between the Germantown Education Association and the Germantown School Board, and he/she shall be entitled to all benefits provided by that agreement after completion of the forty-five (45) consecutive work days, except as provided to the contrary in paragraph (4) of this policy. Salary is retroactive to the first day of employment and the fringe benefits begin on the ninety-first (91st) work day. The fair share clause of the Master Agreement shall apply to each limited term employee after one full pay period

in a single assignment.

3. **Re-employment:** A limited term employee who is re-employed by the School District in a subsequent school year, either as a regular teacher or as a limited term employee, shall be advanced one increment (where possible) if he/she has worked ninety (90) or more days in a prior school year; if such person worked less than ninety (90) days in a prior school year, on the same step as his/her prior vertical placement.
4. **Limitation on Benefits Provided by Master Agreement:** Benefits provided under the Master Agreement shall be limited as follows for limited term employees:
 - A. The individual contract between the District and the limited term employee shall be automatically terminated upon:
 1. the return of the employee on a leave of absence whose position the limited term employee is filling, or
 2. a specific termination date, whichever occurs first. (See Appendix F for a copy of the model individual contract.)
 - B. The limited term employee shall not accrue seniority except as provided in paragraph (4) C and (4) D of this policy and shall not have any contractual or other legal right to his/her limited term position including, without limitation by enumeration, any right under Section 900.00 of the Master Agreement, as amended from time to time, or Section 118.22 Wis. Stats. as amended from time to time. In any event, the occurrences listed in paragraph (4)A(1) or (2) shall be deemed to meet all applicable standards including just cause for nonrenewal or termination of the individual limited term employee contract and such teacher shall have no right to grieve or otherwise contest removal, termination or nonrenewal. Notwithstanding the foregoing, the limited term employee shall be disciplined without just cause.
 - C. A limited term employee recalled from a prior district layoff shall accrue seniority for limited term work. Such limited term employee shall both (1) accrue seniority as a regular teacher and, (2) retain all layoff rights to the position from which he/she was laid off by the district. The recall period of the prior district layoff shall be tolled during employment as a limited term employee.
 - D. A limited term employee not recalled from a prior district layoff shall accrue seniority for all district employment, if: (1) he/she is subsequently employed by the district as a regular teacher and (2) he/she worked more than ninety (90) consecutive work days as a limited term employee. Such seniority shall be credited upon employment as a regular teacher.
 - E. A limited term employee (1) who fills a vacant position, (2) who fills a position of an employee on leave of absence who when beginning the leave does not intend to return for at least forty-five (45) consecutive work days, or (3) who held a fifty-percent (50%) or more regular teaching contract at any time during the prior school year, shall be entitled to all benefits provided by this policy beginning with the first day of limited term employment.
5. **Regular Part-Time Teacher:** Any limited term contract held by a teacher who is also a regular employee, e.g., a regular part-time teacher who also holds a less than fifty-percent (50%) limited term contract, is also subject to paragraph (4) with respect to the limited term contract only.

300.02 **Payroll Deduction of Dues**

The dues of Germantown Education Association (GEA) members shall be deducted from each bargaining unit member who has authorized such deduction in writing. The amount of each deduction shall be certified to the business office by the GEA on or about August 15. Dues deducted shall be remitted to the GEA Treasurer on or before the end of the following pay period. The District shall make twelve (12) equal monthly deductions beginning with the month of September for each school year. The authorization to collect dues by payroll deduction shall remain in full force and effect until revoked by the member in writing to both the Association and the District. Such revocation during any membership year shall not be effective until thirty (30) days after receipt by the Association and the District of the written revocation. Change in the amount of dues to be deducted shall be certified by the GEA President thirty (30) days before the effective date of change.

300.03 **Fair Share**

The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally. All employees in the bargaining unit shall be required to pay, as provided in this section, 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 available to all employees who apply, consistent with the Association's constitution and by-laws.

The District shall deduct from the earnings of all employees in the collective bargaining unit, except exempt employees and/or employees who receive no paycheck during the deduction period outlined below (e.g., on layoff status), their fair share of the costs of representation by the Association, as provided in Section 111.70(1)(f), Wis. Stats., and as certified to the District by the Association, and remit said amount to the treasurer of the Association on or before the end of the following pay period. Such deductions shall be in the same manner as provided for in Section 300.02. The District will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.

1. For purposes of this section, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the District pursuant to section 300.02, or paid to the Association in a manner authorized by the Association. Employees subject to this fair share provision may transmit fair share payments to the Association treasurer in a full lump sum payment in a manner authorized by the Association. In the event that lump sum payment is utilized, the Association will notify the District by September 1 of the names of those employees using the full lump sum payment method. The Association shall notify the District of all employees who are exempt from the provisions of this section by September 1. The Association shall notify the District of any changes in its membership affecting the operation of the provisions of this section thirty (30) days before the effective date of such change.
2. The Association shall notify the District of the amount certified by the Association to be the fair share of the costs of representation by the Association, referred to above, prior to any required fair share deduction.

The Association agrees to certify to 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 thirty (30) days before the effective date of the change.

The Association shall provide employees who are not members of the Association with an internal mechanism within the Association 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 determined to have been improperly collected by the Association. To the extent required by state or federal law, the Association will place in an interest bearing escrow account any disputed fair share amounts.

3. If, through inadvertence or error, the District deducts the wrong amount or fails to make a deduction which is properly due and owing from the employee's paycheck, an appropriate adjustment shall be made on the next paycheck of the employee and submitted to the GEA. The District shall not be liable to the GEA, and employee, or any other party, provided it acts in compliance with the requirements of this section, for the remittance or payment of any amount deducted from an employee's wages in the amount certified to the District by the Association in the manner provided herein.
The Association and the Wisconsin Education Association Council do hereby indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this section (fair share agreement), and in reliance on any lists or certificates which have been furnished to the District pursuant to this section, provided that the defense of any such claims, demands, suits, or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this section (fair share agreement) through representatives of its own choosing and its own expense.

300.04 **Association Rights**

- (1) Interschool Mail. The association will have the right to place any written materials which are produced by the association and/or its affiliated organizations and which do not contain any

content that is legally prohibited from being so distributed in teachers' mail boxes. The Association will be permitted to use the interschool mail for communications between its elected officials and its building representatives and between its appointed committee chairpersons and the members of their respective committees. Such communication shall be limited to that relating only to the Association's functions as the exclusive bargaining representative.

- (2) Bulletin Boards. The Association will be permitted to post materials on bulletin boards in faculty lounges, teacher workrooms, and teacher offices.
- (3) Use of School Buildings. The Association will be permitted reasonable use of school buildings for meetings outside of school hours in accordance with Board policy on use of facilities, presently numbered 830, as it may be amended from time to time.

300.05 **Bargaining Unit Work**

No person currently employed as a supervisor or administrator shall perform bargaining unit work if a person on recall pursuant to Section 200.00 is certified to perform such work.

400.00 **TEACHING CONTRACT**

400.01 **Salary Schedule**

The teachers' salary schedules are attached as Appendix A and Appendix A-1.

400.02 **Placement on Salary Schedule**

For all teachers, placement on the salary schedule shall be mandatory. Step location will be sequential and, in the discretion of the District Administrator, commensurate with the overall work experience of the teacher.

An employee who has worked ninety (90) or more days in the prior school year shall be advanced one increment (where possible). An employee who works less than ninety (90) days in a prior school year shall remain, for the ensuing school year, on the same step as his/her prior vertical placement.

If a person previously employed as an administrator or supervisor in the Germantown School District returns to bargaining unit employment, his/her placement on the salary schedule shall recognize the total, combined number of years such person has been employed by the District in a bargaining unit position and as a supervisor or administrator.

400.03 **Extended Contract Guidelines**

An extended contract is a contract issued to the professional staff for work of a professional nature extending beyond the normal professional duties of the staff. Extended contracts may be offered to staff members at the sole discretion of the Board according to the following guidelines:

- (1) A determination of educational priorities is to be made by the administrative staff and approved by the Board.
- (2) Teachers may submit proposals for extended contracts. These proposals will include the following:
 - A. Demonstrate educational need.
 - B. Describe the work to be accomplished.
 - C. A clear and concise statement of the goals to be accomplished.
 - D. The anticipated dates for the completion of each goal.
 - E. An outline for the evaluation of the proposal.
 - F. A list of resources, materials and equipment needed for the completion of the proposal.
 - G. Time needed by the teacher for the completion of the project.
 - H. A detailed outline as to how the information will be disseminated to the professional staff.
- (3) Payment to staff members for extended contract will be at a rate of \$17.08 per hour.

400.04 **Breach of Contract**

The parties agree that the teaching contract constitutes a binding legal agreement for the term set forth, the breach of which, by either party, will result in liability for damages to the other. It is further agreed by the parties that, in the event the teacher breaches his/her contract by termination of services during the term thereof, the sum of \$500 is determined to be the reasonable liquidated damages which the parties looking forward, reasonably anticipate will follow from such breach. The Board agrees to take such action only if the teacher resigns after June 30, or after more than two weeks after the teacher is given notice of his/her teaching assignment for the contract year, whichever occurs later.

400.05 **Act 11 Waiver**

The Association and the District agree that the Association waives, for themselves and their successors and assigns, any and all claims relating to the Agreement's treatment of the entire Wisconsin Retirement System Act 11 Credit provided by 1999 Wisconsin Act 11; which claims may otherwise arise in light of any subsequent case law, rulemaking or other legal authority governing entitlement to the credit provided by 1999 Wisconsin Act 11. Such claims include, but are not limited to, claims regarding the costing methodology used by the District with respect to the credit.

500.00 **EXTRA PAY**

500.01 **Extra Pay Schedule**

The schedule of extra salary for assignments made in addition to classroom teaching is attached in Appendix C.

500.02 **Supervision of Extracurricular Activities**

Teachers (or interns when permitted by contract and approved by the building principal) volunteering, or appointed if no volunteers exist, and approved by the District Administrator for supervisory duty at school extracurricular events, shall be paid \$21.08 for each event. An event shall be any extracurricular activity that lasts up to two hours. For those events that occasionally extend beyond two hours, the teacher shall be paid an additional \$10.54 per hour. No teacher shall receive more than \$63.24 for any event.

500.03 **Extracurricular Assignment Reduction**

During the duration of this Agreement, the Board of Education reserves the right to delete or diminish portions of the extracurricular programs. Therefore, the Board of Education reserves the right to delete or diminish the extracurricular assignments of teachers in the event of a reduction in the extracurricular program.

500.04 **Payment for Reading Specialists, Instructional Technology Specialist, Instructional Specialist, Curriculum Specialist, Special Education Support Teacher, Social Workers, and Psychologists**

Each reading specialist, instructional technology specialist, instructional specialist, curriculum specialist, high school guidance counselor, special education support teacher, district social worker and psychologist who works additional days beyond the negotiated school calendar days (i.e. 189 school calendar days) shall be paid a per diem daily rate. The daily rate shall be obtained by dividing the employee's placement amount on the salary schedule by the number of total school calendar days in the applicable school year.

500.05 **Additional Instruction Period Class Assignment (Germantown High School)**

- A. When the District deems it necessary due to unusual or emergency conditions, teachers may be assigned to teach a sixth class. A Department Head assigned to teach an additional class shall receive the same compensation and reduction in supervision provided herein for teachers assigned a sixth class.
1. This assignment shall be voluntary. In the event no available certified teacher volunteers, the District may select a teacher or department head for the assignment.
 2. The intent of this Agreement is to grant the District flexibility in scheduling as a temporary solution to exceptional circumstances. It shall not be used as a method for reducing or eliminating staff positions.
- B. Assignment of an additional instruction period in one semester of the school year.
1. Any teacher who is assigned a sixth instructional period in either semester during one school year shall have one preparation period during the semester of additional assignment. No supervision shall

be assigned during that semester.

2. Teachers shall receive an additional \$2000.00 per semester for teaching a sixth class.

C. Assignment of an additional instruction period for an entire school year.

1. Any teacher who is assigned an additional instruction period in both semesters of the school year shall have one preparation period and no supervision period during each semester

2. Teachers shall receive an additional \$2000.00 per semester (\$4000.00 total) for teaching a sixth period for both semesters of the school year.

600.00 **OTHER COMPENSATION AND MILEAGE REIMBURSEMENT**

600.01 **Classroom Teachers as Substitutes**

If a substitute teacher is unavailable, any teacher volunteering, or if no teacher volunteers, the teacher appointed to teach an extra class will be paid at the rate of \$14.70 per class hour.

600.02 **Teacher Homebound Salary**

A teacher will be compensated at the rate of \$21.04 per hour.

600.03 **Driver Education Compensation**

A teacher who teaches driver education outside of his/her regularly assigned duties will be paid \$16.80 per hour.

600.04 **Mileage Reimbursement**

Each bargaining unit member shall be reimbursed on a per mile basis for car expenses incurred as required by the district to fulfill his/her responsibilities. Expenses shall be submitted on the last working day of the month and reimbursed within the following thirty (30) days. The reimbursement per mile shall be paid at the Internal Revenue Service rate.

700.00 **INSURANCE**

700.01 **Life Insurance**

A group life insurance plan based on the next \$1,000 of contracted salary will be paid by the District in an amount of 100% of the premium. The district will provide the employee the option to purchase additional life insurance at the employee's expense at the group rate, if the carrier provides such option.

700.02 **Health Insurance**

The Board shall provide for each employee and his/her eligible dependents the WEA Trust Select Option 2 health insurance plan (Level one \$0 deductible and 100% coinsurance, Level Two \$100/200 deductible and 90% coinsurance, and Level Three \$100/200 deductible and 70% coinsurance) until October 1, 2009. Effective October 1, 2009, employees who complete the terms of his/her individual contract, the Board shall provide for each employee and his/her eligible dependents the WEA Trust Preferred Plan 1 (Network: \$100/\$200 deductible, 100% coinsurance, \$0 office visits, 100% mental health/substance abuse and chiropractic; Non-network: \$200/\$400 deductible, 80% coinsurance, \$1,450/\$2,900 out of pocket limits, \$10 office visits, 80% mental health/substance abuse and chiropractic). Coverage shall continue for the full 12-month period for employees unable to continue because of illness or injury. The plan shall also include a three-tier drug plan with a \$5.00 generic/\$10.00 preferred brand/\$25.00 other brand deductible, and extraction/replacement of natural teeth.

Employees will pay 3% of the health insurance premium.

The health insurance coverage shall include pre-admission review for non-emergency surgery and a waiver of premium for employees receiving disability insurance benefits under this Master Agreement

700.03 **Long Term Care**

The District shall pay 100% of the WEAIT Group Long Term Care Policy premium for each employee.

700.04 **Long Term Disability Insurance**

The Board shall provide for each employee the WEA Trust Long Term Disability Plan, which provides 90% of gross salary, longevity and any other pay which is contracted for between the employee and the District, with a 60 day elimination period. "Gross salary" shall include all payments received pursuant to Master Agreement Section 400.01, Salary Schedule and Appendices. "Any other pay" shall include "all payments received pursuant to Sections 500.04, 500.05, 800.01 (3), 800.02 (provided that duties are for at least one semester in length), 800.04, 800.05, 800.07 and 800.09. Teachers eligible for benefits under the policy shall have the option of using accumulated sick leave or the benefits provided herein. No teacher shall use payments from leave in addition to payments from the Long Term Disability benefit.

The District may select or change to another carrier provided the benefit levels are comparable. The District shall provide the Association with written evidence of comparable benefit levels prior to a change in carrier and must receive mutual agreement to any change.

700.05 **Dental Insurance**

The Board shall provide for each employee 95% of the monthly single or family premium for the WEA Trust Dental plan with a maximum annual benefit of \$2500. Coverage shall continue through August for each employee who completes the term of his/her individual contract. Coverage shall continue for the full twelve month period for each employee unable to continue because of illness or injury.

The District may select or change to another carrier provided the benefit levels and usual and customary payments of the new carrier are equal to or better than the WEA Insurance Trust Plan

The intent of the limitation on the Board's right to select or change to another carrier is to preclude such selection or change only for reasons directly related to such benefit levels or usual and customary payments.

If a carrier change is made and if the new carrier does not provide the usual and customary payment for benefit levels in WEA Insurance Trust dental plan, then the district shall be responsible, upon presentation of written proof of such difference, for the difference in payment due the employee.

700.06 **Part Time Benefits**

Employees covered by this agreement whose individual contracts are for 0.50 FTE to 0.90 FTE during a school year shall have the health and dental insurance premiums paid by the Board and individual on a pro-rata basis. For example, an individual with a 0.70 FTE contract would pay 30% of their premium.

Not more than 12 people per year will be subject to this provision. If there are more than 12 part time employees, the most senior employees will be subject to the existing provision of 700.02, 700.05 and 700.07. For example, if 14 employees were subject to this provision the 2 most senior employees would be eligible for existing provisions in 700.02, 700.05 and 700.07.

Individuals with contracts who have worked at least three (3) years as 0.80 FTE or greater teachers in the Germantown School District shall be exempt from this provision, and shall be subject the existing provision of 700.02, 700.05 and 700.07.

700.07 **Cafeteria Plan**

Effective July 1, 2002 Association Employees who are employed at 50% or greater contract (and who can demonstrate that they have other health coverage) may elect through the cafeteria plan either to be provided with the District's health insurance coverage as described in Article 700.02 or receive additional payment of cash compensation in the amount of \$5,425.68 per school year, payable in monthly installments. Following the 2002-2003 school year, and annually thereafter, this amount will be adjusted at the same rate of annual change of the consumer price index (Midwest Urban for all items) for the 12 months preceding April 1 of the prior school year. Effective July 1, 2002 employees who begin employment with the district on or after August 1, 2002 are eligible for payment of \$1200 annually as cash compensation in lieu of health insurance coverage pursuant to the terms of this paragraph.

To the extent consistent with the cafeteria plan rules under Code Section 125 regarding changes in family status and other coverage changes, employees who choose the additional payments of cash compensation described above shall be able to enroll in the District's health plan at a later date pursuant to the carrier's late enrollment terms, time lines, and conditions of reentry.

Employees eligible to participate in the District's dental insurance plan may also participate in the cafeteria plan for purposes of paying the Employee required premiums for dental coverage on a pretax basis through the cafeteria plan. In addition, all Association Employees shall be eligible to establish, by salary reductions, a medical expense reimbursement account (with maximum employee contributions of \$2,500.00 per plan year) and/or a dependent care assistance account to pay eligible medical and dependent care expenses, whichever is applicable, consistent with the flexible spending arrangement rules of Code Section 125.

The cafeteria plan shall be implemented using the WEA Best Flex Program.

It shall be the responsibility of the employee to pay the employee portion of the employment taxes which may be imposed upon any additional cash payments paid to the employee under the cafeteria plan, including, by way of illustrations and not limitation, FICA taxes.

The Cafeteria Plan benefit shall be available, non pro-rata, for employees working under a 0.50 FTE or greater contract, whether or not they demonstrate that they have other health insurance coverage, so long as the employee was first hired by the Germantown School District prior to August 1, 2002.

700.08 **Teacher Retirement**

The Board agrees to pay the full employee share to the Wisconsin Retirement System.

800.00 **JOB ASSIGNMENT**

800.01 **Individual Contract Assignment**

- (1) The Board, through the administrative staff, shall attempt, whenever possible, to assign teachers responsibilities within their major field of preparation. The Board retains the right to make subject field assignments which are in the best interest of the system even though some teachers may be required to accept subject assignments out of their major field of preparation.
- (2) The individual teacher contract which is executed between a returning teacher and the Board of Education shall have attached thereto a letter specifying the tentative teaching assignment and the tentative school building assignment for the period covered by the contract. Beginning on March 15 and continuing through June 15, a list of staff vacancies shall be posted in each school, with each vacancy for the next school year posted no later than two weeks after it occurs. Staff members may request transfer or promotion to fill existing vacancies. No reassignments will be made after June 15 unless an unanticipated situation arises. (Examples: A school building is in such condition that health and safety becomes endangered and must be partially or totally closed, two or more teachers in the same grade level and in the same building resign, transfers due to a reduction in teaching staff.) In that case, the District Administrator retains the right to make necessary reassignments.
- (3) All part-time employees shall be given an opportunity for consideration of a full-time position as soon as a full-time position in his/her licensed area becomes available.
- (4) If a bargaining unit member performs any Appendix D duty he/she shall be offered a contract for such duty in the form of Appendix E.

800.02 **Non-teaching Duties**

The Board reserves the right to assign non-teaching duties such as bus duty, study supervision, detention duties, playground duty, etc., to teachers. The Board agrees that non-teaching duties will be equitably rotated among members of the staff.

Germantown High School

Lunchroom supervision at Germantown High School shall be on a voluntary basis; if there are insufficient volunteers, the Administration shall appoint district employees. Payment for the duty shall be \$790 per semester. No high school staff member in the bargaining unit shall be assigned cafeteria area duty for the second semester of a school year if such duty was performed during the first semester of that school year.

This restriction on high school non-teaching duty assignments shall not apply to a teacher's 15 minute lunch supervision at the beginning and end of his/her respective lunch period. No teacher shall be assigned a 15 minute lunch supervision during a semester in which he/she is also assigned a full period of lunch supervision duty.

An employee shall not receive compensation under this section after three (3) consecutive absences, exclusive of administratively required reasons, provided that upon return to work the employee shall again be eligible for such pay until after three (3) consecutive absences.

Middle and Elementary Schools

Playground and lunchroom supervision at the middle and elementary schools shall be on a voluntary basis; if there are insufficient volunteers, the administration shall appoint district employees. Payment for the duties shall be at the rate of \$790 per semester. No middle or elementary school staff member in the bargaining unit shall be assigned lunchroom or playground duty for the second semester of a school year if such duty was performed during the first semester of that school year.

All Schools

Teachers can mutually agree to share lunchroom duty and agree to split the \$790.00 per semester payment. This plan will be submitted to the building principal prior to the beginning of each semester.

800.03 Class Loads

The right to schedule classes according to availability of classroom space and regulation of bus routes shall be reserved to the administration. However, when the number of students in a classroom becomes such that the effectiveness of the teacher is limited, the education of the students impaired, or a safety hazard exists, the administration shall make every reasonable effort to correct the situation.

800.04 Department Heads

Department Heads shall be given one less instruction period assignment in proportion to their departmental responsibilities. A Department Head may choose to divide, if scheduling permits and the principal agrees, an instruction period assignment into two (2) instruction period assignments. Should a Department Head be permitted to divide an instruction period into two (2) instruction period assignments, he/she would not be eligible for additional compensation provided in Section 500.05. A Department Head permitted to divide an instruction period assignment shall not be assigned a supervision period during the semester(s) in which the division occurs. A Department Head in a major area shall be compensated in the amount of 6.5% of the B.A., step 1 salary; a Department Head in a minor area shall be compensated in the amount of 4.5% of the B.A., step 1 salary.

800.05 Stand-in Administrator

Each elementary school building will have a teacher in charge in the absence of the building principal. This teacher will be called a "stand-in administrator". The pay for this teacher will be \$900 for the school year. The stand-in administrator will be appointed by the building principal.

800.06 Extra-Curricular and Co-Curricular Posting

Beginning on March 15 and continuing through June 15, a list of extra-curricular and co-curricular vacancies for the next school year shall be posted in each school, with each vacancy posted no later than two weeks after it occurs. For vacancies occurring at other times during the school year (whether for the current school year or the next school year), the Board shall make a good faith effort to post prior to filling the position.

800.07 Middle School House Leaders

Middle school house leaders shall be compensated in the amount of 6.5% of the B.A., step 1 salary.

800.08 Teacher Mentors

Teachers who volunteer and are selected to serve as mentors for teachers new to the district shall be paid one hundred dollars (\$100.00) per year.

800.09 **Germantown High School Math Lab**

Teachers who are assigned to the math lab will be compensated at the rate of nine hundred (\$900) dollars per semester assignment. Teachers assigned to the math lab shall tutor math students in all subject areas taught by math certified teachers. All math certified high school bargaining unit employees shall be eligible for assignment to the math lab.

The District agrees to fill math lab vacancies and any and all other non-paid teaching duty assignments simultaneously.

900.00 **TEACHER PERFORMANCE**

900.01 **Evaluation Procedure**

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel for the purpose of improving instruction. Therefore, the following procedure has been agreed to in an effort to accomplish this goal.

Procedures:

- (1) During the first three (3) weeks of school, the District Administrator shall orient or cause to be oriented all new teachers regarding evaluative procedures and instruments.
- (2) Evaluation shall be conducted only by a qualified building principal or assistant principal or other qualified administrator. All monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- (3) New teachers shall be observed for the purposes of evaluation at least two (2) times during the school year. These observations shall occur during the first semester. Experienced teachers shall be observed for the purposes of evaluation at least once every year.
- (4) Each teacher shall receive a copy of the classroom observation report at least two (2) school days prior to a conference between teacher and evaluator. This conference shall occur within fifteen (15) school days after the classroom observation. A copy signed by the teacher and principal shall be submitted to the Director of Human Resources within two (2) days after the conference. No teacher shall be required to sign a blank or incomplete evaluation form. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.
- (5) Specific assistance shall be provided to teachers within a reasonable period of time upon recognition of "professional difficulties". For the purpose of this article the term "professional difficulty" shall apply to deficiencies observed in classroom management, instructional skill and/or professional preparation.
- (6) If a complaint regarding a teacher is not called to the teacher's attention within fifteen (15) school days of receipt, it shall not be considered in connection with his/her evaluation or continued employment.
- (7) A teacher shall have the right, upon request, to review the contents of his/her personnel file. The teacher shall have the right to indicate which documents and/or materials in the file which are district initiated are obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the District Administrator or his/her designee. If the District Administrator or his/her designee agrees that the documents and/or materials are obsolete or inappropriate, they shall be removed and destroyed. If the District Administrator or his/her designee does not agree, they will remain in his/her file.
- (8) An employee will be notified when the district decides to release information from the employee's personnel file to the public. This paragraph does not require the district to notify an employee if the personnel record is released to an officer, employee, agent, attorney or other retained professional consultant of the district, or if the personnel record is submitted to a court, arbitrator or administrative law judge in any matter involving the school district.

900.02 **Teacher Discipline**

No teacher shall be discharged, nonrenewed, suspended or disciplined without just cause. In the case of

teacher nonrenewal, however, the following standard shall apply: 1. Less than two full years of employment with the District--applicable law; 2. More than two full years and less than three full years of employment with the District--arbitrary and capricious; 3. Three or more full years of employment with the District--just cause. Teachers may be demoted provided the reason(s) are not arbitrary or capricious.

1000.00 **SCHOOL DAY, TERM**

1000.01 **School Schedule**

The Administration shall establish the school schedule and shall determine reasonable arrival and dismissal times for the teaching staff. K-8 teachers are expected to be available in the school buildings 15 minutes before the scheduled student day starts and 15 minutes after the scheduled student day ends. 9-12 teachers are expected to be available in the school buildings 15 minutes before the scheduled student day starts and 10 minutes after the scheduled student day ends. Reasonable requests for late arrival and/or early dismissal may be honored by the building principal of the building to which the teacher is assigned. Teachers will remain longer in the buildings upon the request of building principals and/or parents. The length of the school day for teachers of the various grade levels for the terms of this Agreement shall not exceed the following:

K-5	444 minutes
Middle School	454 minutes
High School	462 minutes

Starting with the 94-95 school year four minutes of time expressed above shall be used to facilitate an annual calendar that will provide inservice time.

Each regular elementary education teacher shall have the average minutes of preparation time per week during student contact time shown below:

5 year old half-day kindergarten/early childhood	30
Grades All-day Kindergarten, 1-2	195
Grades 3-5	210

Each K-5 special education teacher shall receive 30 minutes of preparation time per day during the established workday.

The workday of each psychologist, special education support teacher and district social worker shall be 495 minutes including a 60 minute lunch. The workday of each reading specialist shall be 444 minutes including a 30 minute lunch. Additional time required in professional duties per day by a psychologist or social worker shall be compensated on the basis of compensatory release time. The release time shall occur as mutually agreed between such psychologist or social worker and his/her supervisor. Appropriate record keeping shall be maintained by the psychologist or social worker to evidence the accrual and use of compensatory time.

1000.02 **Staff Meetings and Related Responsibilities**

Teachers shall attend building and inservice meetings established by the Administration and/or staff members who have been assigned leadership responsibility. The number and length of such meetings shall be determined by the Administration. However, the third Thursday of each month will be reserved for G.E.A. business, and no administrator or staff member may schedule a meeting for that Thursday after 3:45 P.M.

Teachers will participate in staff meetings that occasionally extend until 5:00 P.M. and their attendance at these meetings may be required by the school administrator.

A school administrator may require a teacher's attendance at no more than two evening meetings each year, such as open house or parent visitation. (This does not include parent conference days.) A teacher's attendance at any other public meeting is at the discretion of the teacher.

Each bargaining unit member except for those who are eligible for compensatory time under Section 1000.01 who participates, in accordance with law or administrative assignment, in more than 10 complete

IEP or 10 complete Section 504 meetings before or after school will be given one-half hour compensatory time per meeting. IEP meetings and Section 504 meetings must be accumulated separately, and may **not** be combined to exercise the provisions of compensatory time as provided in this section. No compensatory time shall be taken unless it is approved at least five school days in advance by the building principal, is for at least one-half school day and is taken no later than the last day of the first semester following the year in which earned. The maximum compensatory time in each school year shall be one school day. The eligible employee may elect to take a payment of \$100.00 in lieu of comp time for each full comp time day earned.

1000.03 **Excused from Staff Meetings**

Teachers may be excused from attendance at such staff meetings as approved by the person authorized to call the meeting. Request for an excused absence should be made in writing prior to the day of the meeting.

1000.04 **School Calendar**

The School calendar for all teachers shall be composed of 189 days including student contact, in-service and conference days as shown in Appendices B and B-1. Teachers will be paid when a school or schools are closed by order of the Board because of adverse weather conditions, failure of mechanical equipment, bomb threats or any other situation beyond the control of the district. Any school day or days canceled as a result of a school or schools being closed pursuant to such an order may be rescheduled by the Board prior to or at the end of the school year on such date or dates as the Board may select. Such rescheduled school day or days shall be worked by the teachers involved without additional pay; provided, however, that the first two closing days shall be made up without exception and such additional days, if any, shall be made up if necessary to meet Wisconsin School District State Aid requirements.

Each reading specialist, instructional technology specialist, instructional specialist, curriculum specialist, district social worker, high school guidance counselor, special education support teacher, and psychologist shall work 199 work days with the additional work days beyond the negotiated calendar divided before and after the school calendar year.

Speech therapists and special education teachers (i.e., teachers of mentally retarded, learning disabilities, emotionally disturbed, early childhood and physically impaired students, and any other teacher defined as an EEN teacher by the Wisconsin Department of Public Instruction) shall not be required to attend the regularly scheduled conference days provided that each satisfies all of his/her IEP conference responsibilities in a timely manner.

Before the Board publicly announces the date or dates for any rescheduled school day or days, notice of the date or dates contemplated shall be given to the G.E.A. and, if requested by the G.E.A., an opportunity shall be given to the G.E.A. for discussion of such dates with the Board.

The parties agree that representatives of the GEA and the Board of Education will attempt to negotiate a school calendar prior to December 1 of each year for the following year

1100.00 **LEAVE AND EMERGENCY LEAVE**

1100.01 **General Annual Leave**

In each of their first three years of continuous employment in the district, teachers shall be granted ten (10) days of paid leave per 10 months of contract service. Thereafter, teachers shall be granted thirteen (13) days of paid leave per ten (10) months of contract service.

Annual leave shall accrue at the start of each new contract year in the District, except that, in the event a first year employee ceases employment, the leave shall be pro-rated as follows:

- 18 days employment shall earn 1 day of leave
- 36 days employment shall earn 2 days of leave
- 54 days employment shall earn 3 days of leave
- 72 days employment shall earn 4 days of leave
- 90 days employment shall earn 5 days of leave
- 108 days employment shall earn 6 days of leave
- 126 days employment shall earn 7 days of leave
- Over 126 days employment shall earn 10 days of leave

Teachers employed by the district on or before June 8, 1978 may accumulate leave to 120 days; teachers hired on or after June 9, 1978 may accumulate leave to 70 days starting in 2002-2003 provided that a 60 day long-term disability insurance program remains in force.

Teachers shall be allowed to use up to six (6) of such leave days annually for personal leave. Use of such personal days shall be pre-arranged between the employee and the Building Principal or other administrator whenever possible.

Administration may deny requests for personal days only when the number of pre-approved teacher personal leave requests reach 7% of the total number of teachers in that particular building, or four (4) teachers, whichever is greater, for any given day. If 7% of the total number of teachers is less than a whole number, the number shall be considered the next highest whole number (e.g., 4.3=5.0; 5.2=6).

Administration will consider extenuating circumstances and may grant leave beyond the designated days reserved per building when necessary. Teachers will not be asked nor be required to disclose the reason for personal leave except when asking administration to consider extenuating circumstances.

On an annual basis, any of an employee's six (6) personal days which have not been used may (a) be added to their leave bank, (b) paid out at the rate of one-hundred dollars (\$100.00) per day, or (c) contributed to another school district employee for catastrophic health care needs when the employee has exhausted their own bank. The determination of option (a), (b) and/or (c), and any combination thereof, is at the sole discretion of the teacher.

In addition to the ten (10) or thirteen (13) annual leave days, one (1) day of emergency leave may be granted to an employee with the discretion of the Building Principal or Superintendent.

1100.02 **Disability Leave**

- (1) A disability leave, for a period not to exceed one year, shall be granted on certification by a physician that an employee is incapable of performing normal work duties. By agreeing to the one year maximum, the GEA does not waive the rights, if any, which an affected employee may have under applicable state or federal law.
- (2) Employees on disability leave shall not be paid except for payments resulting from use of accumulated leave.
- (3) The employee shall give the District Administrator reasonable notice in writing of disabilities which can be anticipated. In all cases, a physician's certificate shall state an approximation of when the employee will be able to resume normal duties. During the course of the employee's disability leave, the District Administrator may request, at reasonable intervals, a statement from the employee's physician indicating whether the employee continues to be unable to return to work, and the employee shall instruct the physician to furnish that statement at the District Administrator's request. The District retains the right to have an employee on disability leave examined by a physician of its choice, provided the District pays the cost of such examination. Any employee requesting a disability leave must return to work at such time as he/she is medically able.
- (4) If a teacher's return to work occurs at the end of a semester or if the District believes that it would be in the best interests of the pupils to delay a change in teachers, a teacher returning from disability leave may be required to perform other teaching duties or curriculum development work until such time as a teacher transition may be accomplished.

1100.03 **Adoptive Leave**

An unpaid adoptive leave shall be granted to eligible employees who have completed a minimum of one year of continuous service. An employee shall be granted an adoptive leave only once with respect to any individual child. An employee who is granted an adoptive leave in conjunction with the adoption of a child shall not be granted a separate childrearing leave in connection with that same child. An employee who does not request an adoptive leave in connection with the adoption of a child shall be granted a Childrearing (B) leave in connection with that child on the terms and conditions stated in Section 1100.04. Adoptive leave shall commence on the date the employee receives physical custody of the adopted child or sixty days

after notice to the District Administrator that an application to an adoption agency has been made, whichever occurs last. The adoptive leave shall not exceed the duration of the current school year or, if commenced during the second semester, the duration of the current school year plus the first semester of the ensuing school year. The teacher shall notify the District Administrator by February 15 of his/her intent to return to the School District the following school year. Teachers returning to full employment at the beginning of the second semester shall notify the District Administrator by October 15th of his/her intent to return to the School district the following semester. An employee on adoptive leave shall not receive any fringe benefits beginning with the first of the month following the date upon which the leave commences. Throughout the period of the adoptive leave, no leave or any fringe benefit shall accrue to the employee. The employee may continue to be included in group insurance benefits if acceptable to the insurance carrier and if the premium is paid by the employee one month in advance or in accordance with other payment practices acceptable to the insurance carrier.

1100.04 **Childrearing Leave**

An unpaid childrearing leave shall be granted to eligible employees who have completed a minimum of one year of continuous service. A childrearing leave may occur either (1) immediately after childbirth disability (Childrearing A) or (2) no later than the commencement of the school year prior to the school year in which the child will begin first grade (Childrearing B). A Childrearing (A) leave shall not exceed the duration of the current school year or, if commenced during the second semester, the duration of the current school year plus the first semester of the ensuing school year. A Childrearing (B) leave must include both the first and second semesters of the same school year. Employees may be granted a childrearing leave (whether A or B) only once with respect to any individual child.

Written notice of a Childrearing (A) leave shall be provided the District Administrator no later than two weeks after the birth of the child. Written notice of a Childrearing (B) leave shall be provided to the District Administrator no later than February 15 of the school year prior to the school year in which the leave is to begin. An employee on either a Childrearing (A) or Childrearing (B) leave who intends to return to school at the beginning of the first semester of the ensuing school year shall provide written notice to the District Administrator by February 15 of the prior school year. An employee on Childrearing (A) leave who desires to return to school at the start of the second semester shall provide written notice to the District Administrator of such intent no later than October 15 of the first semester.

Employees on Childrearing (A) or (B) leaves will not receive fringe benefits beginning with the first of the month following the date on which the leave commences. Throughout the period of any Childrearing (A) or (B) leave, no leave or other fringe benefit shall accrue to the employee. The employee may continue to be covered by group insurance benefits if acceptable to the insurance carrier and if the premium is paid by the employee one month in advance or in accordance with other payment practices acceptable to the insurance carrier.

1100.05 **Absences not Covered**

Teachers will not be excused to participate in a remunerative activity. However, teachers will be excused without penalty to perform short-term civic duties (e.g. jury duty, in-state national guard) the scheduling of which is beyond the control of the teacher. Payments made to a teacher by outside sources for civic duties performed during short-term absence from school work, excluding mileage, lodging and food allowances, if any, will be assigned to the school district if the teacher is to receive teaching salary during such absence. Such absence must be approved by the District Administrator.

Pay deductions for days of absence not covered by leave policies shall be calculated for teachers at the rate of contracted day of the annual salary.

1100.06 **Extended Leave of Absence**

Each employee upon request may be granted an unpaid extended leave of absence for compelling personal reasons. The leave of absence shall be for a minimum of one semester per occurrence and shall extend no longer than two consecutive semesters. Any employee wishing to request such leave may do so by submitting a request in writing to the District Administrator. Upon return from such leave of absence, the teacher shall be reinstated within their area of certification to their prior position or to a position of similar nature. No teacher shall be granted increments on the salary schedule during the period of absence. The original seniority date of each employee receiving this leave shall remain unchanged. At the time of departure the employee shall indicate to the District their return date from this leave of absence. No later than April 1 of the semester prior to a return to the District for employment during the following Fall

semester, the employee shall notify the District of their intent to return by submitting a letter to that effect.

1100.07 Violation of Provisions

Willful violation of the purpose of leave provisions by any teacher, or the willful making of any false report regarding illness or leave, shall subject the teacher committing such violation, or making such false reports, to disciplinary action by the school administrator and shall constitute just cause for discharge, suspension without pay, or demotion.

1100.08 Statement of Unused, Accumulated Leave

Each year, during October, each teacher shall be furnished with a statement of unused, accumulated leave on record as of the last day of the previous contract year.

1100.09 Workers' Compensation

If an employee is absent due to illness or injury (a) arising out of Germantown School District employment and (b) paid under Workers' Compensation:

- (1) He/she shall continue to receive regular pay and all other benefits and rights until he/she (a) returns to work or (b) qualifies for long-term disability benefits, whichever occurs first. Regular pay shall include base salary, longevity, if any, and all other pay which is contracted for between the employee and the District for the time of such illness or injury.
- (2) There shall be no deduction from the employee's leave accumulation for available leave, if any, used pending the determination of whether the illness or injury will be paid under Workers' Compensation.

If the employee is absent due to illness or injury not paid under Workers' Compensation, the absence shall be treated as an illness or injury not arising out of District employment.

All Workers' Compensation checks shall be endorsed to the District promptly after receipt until the employee qualifies for LTD benefits except if such payments are made for time periods not contracted for between the employee and the District.

District employees are required to report injuries as soon as possible to their supervisor.

1100.11 Family And Medical Leave

If eligible, employees may take family and medical leave under Section 103.10 Wis. Stats. or the Federal Family Leave Act in conjunction with the foregoing leaves. However, it is specifically agreed that the time off for leaves under federal or state family and medical leave shall run concurrently with time off for leaves under sections 1100.01-1100.06.

1200.00 PROGRAM OF PROFESSIONAL IMPROVEMENT

The purpose of the program of professional improvement should be to improve the quality of the professional staff which in turn will improve the instructional program. The courses or district growth activities taken by each individual teacher should be appropriate to improve the quality of his/her teaching and improve that portion of the instructional program for which he/she is responsible. To reach this goal, the program should be well planned and organized. In order to achieve this goal and to assist the administration on course appropriateness, teachers should follow established contract and administrative procedures.

1200.01 Professional Improvement Opportunities and Recognition

The professional staff of the school district is encouraged to participate in professional improvement. Two types of opportunities are recognized by the district as evidence of professional growth.

- (1) Accredited university/college courses. Credits for these courses are recognized only for salary schedule advancement under the provision of 1200.04 of the contract.

- (2) District professional growth credits. These credits are defined as opportunities offered by the district for various professional tasks that are performed beyond the normal school day. All district professional growth credits are subject to prior administrative approval. Examples of these credits but not all inclusive are:
- District committee membership
 - Staff development classes
 - Conferences and workshops
 - Educational travel

(Some examples of above are Building Leadership Teams, Curriculum Coordinating Council, School Evaluation Consortium, Village Partnership, and Strategic Planning.)

Recognition of the district professional growth credit will be given in one of two ways.

- A. One district professional growth credit for each thirty (30) hours of approved service provided to be used for salary advancement subject to the provisions of 1200.04 of the contract.
- B. Compensation for Professional Growth Hours will be at a rate of \$10 per hour. Staff members may request payment for all accrued Professional Growth Hours on a yearly basis. Payment to staff will occur on the July 15th payroll.

1200.02 **Approval for Continuing Education**

Each teacher who wishes to receive credit for university/college credit or district professional growth credit shall:

- (1) Complete the permit for advanced study and receive prior approval from the District Administrator or designee. After the permit is submitted, the administration will notify the teacher of approval or disapproval in 15 calendar days.
- (2) Substantiate the relevance of the work to their respective area of teaching or responsibility in the district.
- (3) Submit evidence of completion of the approved course work or district professional growth activity required by the district.

1200.03 **Co-op or Capstone Teacher Requirements**

- (1) The district shall pay the full cost not to exceed \$500.00 of vocational teaching certificate renewal of each teacher employed in a teaching position subject to the requirements of Wis. Adm. Code XI, Sec. PI. 3.03(7)A, or as amended.
- (2) One of the prerequisites, as of March 1, 1981, to initial licensure by the Wisconsin Department of Public Instruction (DPI) as a Co-op or Capstone teacher is 2,000 or more hours of work in employment approved by the DPI. In addition, after a teacher is initially licensed by the DPI as a Capstone or Co-op teacher, he/she, during each three or five-year period after the date of initial licensure, must either (a) work 485 hours in employment previously approved by the DPI, (b) earn a certain number of college credits previously approved by the DPI, or (c) a combination of both. College credits earned for Capstone or Co-op purposes shall be considered for professional improvement credit by the District in accordance with the provisions of Sections 1200.00-1200.04. Capstone or Co-op work experience which meets the following tests shall receive District credit for vertical and horizontal movement on the salary schedule, at the rate of one credit hour for each 100 hours of work experience and one credit hour for the final 85 hours of the 485 hour work experience requirement:
 - A. The work begins after the teacher has completed at least one day of work as an employee of the District.
 - B. The work received prior approval of the District after receipt and evaluation of (a) written approval from a representative of the DPI and (b) in accordance with Sections 1200.00-

1200.04, a written description of the proposed work experience.

- C. The work is performed after August 25, 1980.
- D. The work experience, in fact, will count towards the teacher's DPI work experience requirement for either initial licensure or continuing licensure. (For example, if a teacher is required to perform 485 hours of work or earn six college credits sometime between August 1, 1981 and July 31, 1986, and has met all or a portion of that requirement through a combination of course work and work experience as of August 15, 1983, all work experience for which credit is sought after meeting the requirement, even if previously approved by the DPI and the District, shall not count for vertical or horizontal credit on the District's salary schedule.)

If a teacher presents DPI prior approval of proposed work experience for which District approval is sought, the request shall not be denied by the District except for reasons that are not arbitrary and capricious.

1200.04 **Adjustment of Salary for Credits Earned**

Teachers expecting to advance from one division to another on the salary schedule must notify the Administration before May 15 if the change is to occur in the following school year. Actual contract revisions will be made when evidence of satisfactory completion of the requirements is submitted to the District Administrator. Failure to submit an advance study form for approval to the District Administrator prior to May 15 will cause delay of increase until the following contract year. Adjustments will be made only in September or at mid-semesters in January.

- 1. Salary schedule advancement to division 2 (BA+15), division 3 (BA+30), and division 4 (BA+45/MA) can be granted by earning approved graduate or district professional growth credits. A maximum of six district professional growth credits may be used for each division advancement.
- 2. Salary schedule advancement to division 5 (MA+15) and division 6 (MA+30) can be granted only if the teacher holds a formal master's degree. Graduate credits and up to six district professional growth credits earned after the master's degree has been awarded may be used for each division advancement.

The provisions in 1 and 2 above became effective with the 1993-94 school year. The following exception is granted: all teachers hired and who have taught under a regular or limited term contract prior to January 1, 1993 shall be allowed to advance to Division 6 (MA+30) on the salary schedule without a master's degree by completing the number of required approved credits.

1200.05 **Professional Study Leave of Absence**

- (1) The Board of Education encourages advanced professional study by staff members. Therefore, 5 percent of the teaching staff may, on a priority basis, be granted a leave of absence for one school year for professional study as approved by the District Administrator without loss of position on the salary schedule. A year of professional study is to be construed as a year of experience.
- (2) Application for a leave of absence must be made to the District Administrator prior to May 15. Prior to September 15 of the year during which the leave will be taken, the District Administrator must be presented an outline of the teacher's projected course of study. If during the course of study, an emergency arises and the teacher feels that he/she must withdraw from the course of study, prior permission must be obtained from the Board of Education to withdraw or alter his/her course of study for the leave of absence to remain valid. The teacher shall notify the Board of Education by February 15 of his/her intent to return to the school district the following semester, provided that the District shall inform him/her of this requirement on or before February 1 by certified mail, return receipt requested, sent to the address of the teacher on file with the District.
- (3) Teachers on leave of absence from the school system may remain in the group health insurance for medical coverage and in the life insurance group as approved by the carrier provided the premium is paid by the individual teacher one month in advance.

1200.06 **Association Leave Days**

The Board will provide the G.E.A. with a total of fifteen (15) unpaid Association leave days per year, provided that no one member of the bargaining unit may use more than ten (10) of such days.

1300.00 **SUMMER SCHOOL TEACHING PAY**

Summer school pay shall be determined by the following schedule:

- 1) \$18.00 per hour for teachers holding BA or BA+15 salary schedule status.
- 2) \$22.00 per hour for teachers holding BA+30 or BA+45/MA salary schedule status.
- 3) \$26.00 per hour for teachers holding BA+60/MA+15 or BA+75/MA+30 salary schedule status.

1400.00 **TEACHER RETIREMENT**

1400.01 **Retirement Notice**

The teacher must submit to the District Administrator no later than February 1 of the employee's final individual contract year, an unqualified letter of retirement from the Germantown School District, effective at the end of that year to be eligible for the benefits under section 1400.02 and 1400.03.

1400.02 **Retirement Payments**

To recognize the contributions of those teachers who have provided long and effective service to the youth of the district, during the teacher's final individual contract year in the district the Board agrees to make the following retirement payments:

A. Longevity Retirement Payment

With fifteen (15) years of service in the district, \$1,546 shall be added to the salary of the teacher in the teacher's final individual contract year. With twenty (20) years of service to the district, \$2,055 shall be added to the salary of the teacher in the teacher's final individual contract year. The appropriate amount will be prorated by the remaining pay periods, to the salary of each teacher who qualifies.

B. Unused Leave/Retirement Payment

At retirement, a teacher with 15 years or more of service with the district, shall be eligible for a retirement payment of \$100.00 per day for one half the number of the unused leave days to a maximum of sixty (60) days. (i.e., the maximum a teacher can receive is sixty (60) unused days X .5 X \$100.00 per day = \$3,000.) Teachers may elect to receive payment as follows:

- (1) A full payment of the appropriate amount at the conclusion of the teacher's final individual contract year.
or
- (2) As payment for Medicare carve-out insurance premiums up to the amount of the unused leave payment. To qualify for this option the teacher must be eligible for Medicare and have no gap in coverage from the application of retiree health insurance as provided in section 1400.03. The Medicare carve-out insurance shall be through the District's health insurance plan carrier and subject to the rules of the insurance carrier.

1400.03 **Retiree Health Insurance**

(1) **ELIGIBILITY**

A teacher shall be eligible for the benefit described in this Section only if he/she will have completed at least fifteen (15) years of service in the District by the end of the school year during which Notice is given under this Section, resigns in accordance with such Notice provision and will be at least fifty-five (55) years of age prior to the September 1 of the year in which the benefit commences.

(2) **BENEFITS**

Benefits under this Section shall be provided to qualifying teachers:

With 15 years of service in the District -- ninety-six (96) months of health insurance premium payments beginning on the first September 1 following Notice of retirement in amounts provided by this Section.

For each month for which the employee qualifies for a District premium payment under this Section, the District shall pay the teacher's single or family, as appropriate, plan coverage premium, provided that the amount paid shall never exceed the specific premium amount paid by the District on behalf of the teacher for the final month of employment under his/her individual contract. The health insurance plan for teachers under this Section shall be the same plan as is made available to active employees from time to time, including any amendments from time to time.

A qualifying teacher shall be entitled to participate in the benefits under this Section only until the first to occur of (a) expiration of the ninety-six (96) month benefit period, (b) the death of the teacher, (c) the eligibility of the teacher for Medicare or (d) the eligibility of the teacher for comparable health insurance through his/her subsequent employment.

If a teacher dies while receiving a benefit under this Section and is survived by a spouse and/or dependents, such surviving spouse and/or dependents shall be eligible to succeed to any unused portion of the teacher's benefit under this Section, provided that the District's premium payments for such surviving spouse and/or dependents will be at the then current appropriate rate, up to the maximum premium ceiling in effect for the teacher prior to death.

A teacher who has been covered by the Section 700.07 Cafeteria Plan during the final individual contract year of employment may select either single or family coverage for the purpose of benefits under this Section, subject to the rules of the insurance carrier.

1500.00 **TEACHER PAY SCHEDULE**

During the term of this Agreement, teachers shall be paid in 24 (twenty-four) equal monthly installments on the 15th and last calendar days of the month, or the last working day prior to the 15th and last calendar day of the month. The Germantown School district will offer the GEA employees the option of direct electronic deposit of earnings. Employees who wish to continue receiving paper paychecks must notify the Business office of their desire to continue with that option. Once an employee has selected the direct deposit option, he/she cannot return to the paper option. Employees who desire direct deposit will notify the Business Office of their choice of bank following district procedures. Employees may change their bank choice during the year by notifying the Business Office 15 work days in advance following district procedures. The mail to the employee's district e-mail account, at the discretion of the Business Office. This earning statement will include: balance of leave days, placement on the pay schedule, important dates regarding the contract, professional growth credits, extra pay. Employees choosing direct electronic deposit option may elect annually, prior to the start of school, the current payment schedule or a 12 month payment schedule. Employees choosing the current schedule will receive one payment on the last day of the current school term and will receive the other five payments on June 30th.

1500.01 **Elective Contributions - Salary Reduction**

The Board will make payroll deductions for those teachers who desire to participate in the District's tax sheltered annuity program. The purchase of the annuity will be optional with the individual teacher.

The number of companies to which payment will be made shall be limited to five (5), (including the WEAIT/TSA). During the term of the Agreement the Association shall review the TSA plans of the current programs to determine if these plans shall be replaced with another. Following the study, the District will limit the plans to five (5) chosen by the Association; provided, however, that no plan shall be made available unless the provider of such plan executes a hold harmless provision in favor of the District against any liabilities arising from mistakes of the vendor. The Association shall give the District at least thirty (30) days notice before replacing any of the current programs.

The District shall transmit to the annuity carrier(s) the amount due on the same date as payroll checks are issued to the Association members.

The District shall remit the funds deferred from the Employee's salary under the terms of this Agreement

for the purchase of a non-forfeitable annuity contract or the establishment of a custodial account both as described in section 403(b) of the Internal Revenue Code of 1986 (IRC).

Unless the Employee elects a later effective date, changes in the Employee's choice of the TSA plan or the amount withheld (including the complete termination of the salary reduction on a date specified by the Employee) shall begin on the first (1st) day of the pay period immediately following receipt of written notice regarding such change, provided that the Employee gives the District such written notice at least fifteen (15) working days prior to the first (1st) day of the next pay period.

The Employee shall certify in writing as requested by the District but no more than two times per year (e.g., due to a change in full time equivalency, absence, other deferrals, etc.), that the percentage or dollar amount of salary reduction withheld from compensation complies with the limits applicable to 403(b) TSA plan deferrals and does not exceed the amount permitted under Section 403(b), 415 and 402(g) of the Internal Revenue Code. Upon request from the District, the Employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the Employee's TSA vendor or other knowledgeable practitioner (i.e., an accountant, attorney, IRS agent, etc.)

The District agrees to provide the Employee, upon written request, with timely information available from the District's records, which is necessary to enable the Employee to make these determinations.

The Employee acknowledges the Association and the District make no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the Employee's salary reduction funds. The Employee agrees the Association and the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.

1500.02 Credit Union

Teachers shall have the option of payroll deduction for participation in the Citizens Credit Union or Educators Credit Union. Teacher authorization for deduction shall be made on a form provided by the Board after mutual agreement on its content is reached by the Board and the G.E.A. The District will make bi-monthly payroll deductions for an employee with funds forwarded in a timely manner.

1600.00 GRIEVANCE PROCEDURE

(1) DEFINITIONS

- a. A "grievance" is a claim based upon an event or condition which affects the wages, hours, and conditions of employment of a teacher, group of teachers or the Association and/or the interpretation, meaning or application of any of the provisions of this Agreement.
- b. A "grievant" shall be defined as a teacher, group of teachers, or the Association on behalf of the group of teachers.
- c. The term "days" when used in this article shall, except where otherwise indicated, mean working school days and weekday summer vacation days. If it is impossible to comply with the time limit specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.
- d. Subject Matter: A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, issue involved, the relief sought, the date the incident or violation took place, the specific section the grievance alleged to have been violated and the signature of the grievant and the date.

- (2) PURPOSE: The purpose of this article is to secure at the lowest possible administrative level equitable solutions to the problems that may from time to time arise during the administration of this Agreement. In the event that a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school term, which, if left unresolved until the beginning of the following school term, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon as is practical.

(3) STEPS OF PROCEDURE--

- Step 1: The teacher, alone or with his/her representative shall orally explain his/her grievance to the building principal or to the appropriate administrator no later than ten (10) days after he/she knew or should have known of the causes of such grievance. In the event of a grievance, the teacher shall perform his/her assigned work task and grieve his/her complaint later. The building principal or to the appropriate administrator, shall within five (5) days after presentation of the grievance, orally inform the teacher and representative where applicable, of his/her decision.
- Step 2: If the grievance is not settled at the first step, the teacher or his/her representative shall prepare a written grievance on forms supplied by the GEA and present it to the building principal within three (3) days after the oral decision in step one. The building principal shall further investigate the grievance and submit his/her decision to the grievant in writing within five (5) days after receiving written appeal of the grievance.
- Step 3: If the grievance is not settled at the second step, the teacher and/or his/her representative may appeal the written grievance to the District Administrator within five (5) days after receipt of the written decision of the building principal. The District Administrator may discuss the grievance with the teacher and his/her representative shall be afforded to be present at such conference. In any event, the District Administrator shall respond in writing within ten (10) days after said conference or if no conference is held within ten (10) days after receipt of the written grievance appeal.
- Step 4: If the grievance is not settled at the third step, within five (5) days the teacher or his/her representative shall file, in writing, the grievance with the District Administrator for automatic consideration by the Board of Education (hereafter, Board) at a meeting to be held at the earliest possible time, not to exceed two weeks after the date of notification. The Board will conduct a hearing on the grievance, and will hear the issues as presented by the aggrieved party, the GEA, the principal, and the District Administrator. The Board will submit a recommendation within two (2) weeks to the aggrieved party, the principal, the District Administrator, and the GEA.

(4) ARBITRATION PROCEDURE

- a. **Time Limit:** If a satisfactory settlement has not been reached in Step 4, the Association must notify the District Administrator in writing within five (5) days that the grievance will be processed to arbitration.
- b. **Arbitrator Selection:** Any grievance which cannot be settled through the above procedures may be submitted to an arbitrator selected as follows: The Board and the Union shall endeavor to select an arbitrator by mutual agreement. If the parties are not able to agree on an arbitrator within thirty (30) days after Board receipt of the Association's notification, either party may request the WERC to submit the names of five qualified arbitrators for consideration. The arbitrator shall be chosen by alternate striking of names with the grieving party having the first strike. The remaining person shall serve as the arbitrator.
- c. **The Arbitration Hearing:** The arbitrator selected or appointed shall meet with the parties at a mutually agreeable time to review the evidence and to hear testimony relating to the grievance. Upon completion of the review and hearing, the arbitrator shall render a written decision to the parties which shall be binding upon both parties.
- d. **Costs:** The parties shall share equally the cost and expenses of the arbitration proceedings including transcript fees and fees of the arbitrator. Each party, however, shall bear its own costs of witnesses and all other out-of-pocket expenses including possible attorneys' fees.
- e. **Decision of the Arbitrator:** The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to the interpretation of the contract in the area where the alleged breach occurred. Any modification and addition to or deletion from expressed terms of this Agreement by the arbitrator shall be considered a per se violation of Section 788.10 of the Wisconsin Statutes.

1700.00 **SAVINGS CLAUSE**

If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby. If such article or part of this Agreement is a subject of mandatory collective bargaining, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

1800.00 **REPEAL AND/OR MODIFICATION**

There shall be no changes in this contract during its effective term unless both parties are in agreement thereto.

1900.00 **BOARD/GEA COMMUNICATION**

The parties agree that the Superintendent, a designated administrator, and Association representatives will meet bi-monthly to guide and provide direction for facilitating the building level education of students and act upon district-wide interests.

2000.00 **TERM OF AGREEMENT**

This Agreement shall become effective on the first calendar day of the 2010-2011 school year and shall be in full force and effect through June 30, 2010. Negotiations concerning a successor Agreement shall begin on or about April 15, 2010.

Signed at Germantown, Wisconsin this 18th day of February, 2011.

GERMANTOWN EDUCATION ASSOCIATION

GERMANTOWN BOARD OF EDUCATION

President

President

Chief Negotiator

Cle

**APPENDIX A
Germantown School District
Salary Schedule
2010-2011**

2010-2011 Contract Step	Division 1 BA	Division 2 BA + 15	Division 3 BA + 30	Division 4 MA (BA +45)*	Division 5 MA + 15 (BA +60)*	Division 6 MA +30 (BA +75)*	2010-2011 Contract Step
1	34,815.00	36,573.00	37,893.00	39,867.00	41,726.00	43,996.00	1
2	36,375.00	37,785.00	39,108.00	41,412.00	43,279.00	45,904.00	2
3	37,583.00	38,996.00	40,319.00	42,958.00	44,831.00	47,804.00	3
4	38,787.00	40,204.00	41,527.00	44,504.00	46,388.00	49,705.00	4
5	39,999.00	41,419.00	42,739.00	46,050.00	47,940.00	51,613.00	5
6	41,207.00	42,631.00	43,954.00	47,596.00	49,496.00	53,514.00	6
7	42,419.00	43,846.00	45,165.00	49,086.00	50,659.00	55,586.00	7
8	43,623.00	45,065.00	46,377.00	50,966.00	52,546.00	57,824.00	8
9	44,831.00	46,266.00	47,589.00	52,839.00	54,433.00	60,063.00	9
10	44,831.00	47,477.00	48,800.00	54,719.00	56,317.00	62,301.00	10
11	44,831.00	47,477.00	50,012.00	56,595.00	58,207.00	64,540.00	11
12	44,831.00	47,477.00	50,012.00	58,980.00	60,094.00	66,782.00	12
13	44,831.00	47,477.00	50,012.00	58,980.00	62,987.00	69,021.00	13
14	44,831.00	47,477.00	50,012.00	58,980.00	62,987.00	74,024.00	14

*This provision available only to teachers hired prior to January 1, 1993.

.APPENDIX B

**GERMANTOWN SCHOOL DISTRICT
2010-2011 CALENDAR**

GERMANTOWN SCHOOL DISTRICT
2010-2011 CALENDAR

APPENDIX C

Extra Pay Schedule

Each teacher performing an extra duty assignment shall receive a separate payroll check for such duty on one of the following supplemental payroll days:

1. July 15
2. August 15
3. September 15
4. November 15
5. January 15
6. March 15
7. Last teacher contract day in June

Requests for payment may be made either (a) following completion of the assignment or (b) if the assignment requires performance of work throughout the full school year, on a semester basis. Payment shall be made on the first of the above scheduled supplemental payroll dates which is at least 15 calendar days after the approved request is received in the Business Office.

APPENDIX D
% of Base Salary

I. PAY SCHEDULE FOR ATHLETIC ACTIVITIES

Basketball (Boys & Girls)			Softball		
Head	13%		Head	10%	
Assistant	9%		Assistant	8%	
Middle School	8%		Middle School	6%	
Baseball			Swimming (Boys & Girls)		
Head	12%		Head	12%	
Assistant	8%		Assistant	8%	
Cross Country			Tennis		
Head	10%		Head	9%	
Assistant	8%		Assistant	7%	
Football			Track (Boys & Girls)		
Head	12%		Head	12%	
Assistant	8%		Assistant	7%	8%
			Middle School	7%	
Golf			Volleyball		
Head	9%		Head	10%	
Assistant	7%		Assistant	8%	
			Middle School	7%	
Gymnastics			Wrestling		
Head	13%		Head	12%	
Assistant	9%		Assistant	8%	
			Middle School	7%	
Soccer (Boys & Girls)					
Head	10%				
Assistant	8%				

II. PAY SCHEDULE FOR CO-CURRICULAR ACTIVITIES

A.	High School				
	Annual				
	Head	12%	DECA		
	Assistant	7%	Head	7%	
	Band		Assistant	5%	
	Head	10%	FBLA		
	Cheerleading		Head	7%	
	Head	10%	Assistant	5%	5%
	Assistant	10%	Peer Listeners		6%
	Choir		Varsity Club	8%	
	Head	8%	Weight room	7%	
	Debate		HERO	4%	
	Head	4%			
	Drama		VICA	5%	
	Head	6%			
	Assistant	5%			
	Variety Show	5%			
	Forensics				
	Head	7%			
	Assistant	5%			
	Intramurals				
	Head	8%			
	Pom Poms				
	Head	10%			
	Student Council	5%			
	Advisors (2)				

APPENDIX D, (cont.)
 % of Base Salary

II. PAY SCHEDULE FOR CO-CURRICULAR ACTIVITIES (continued)

B.	Middle School		
	Annual		
		Head	7%
		Assistant	4%
	Band		
		Head	7%
	Cheerleading		
		Head	4%
	Chorus		
		Head	7%
	Dramatics		
		Head	7%
		Assistant	5%
		Variety Show	5%
	Forensics		
		Head	7%
		Assistant	5%
	Newspaper		
		Head	7%
		Assistant	5%
	Student Council		6%
C.	OTHER		
	GHS/KMS Band		9%
	GHS/KMS/ELEM Destination Imagination/Odyssey of the Mind		4%

III. PAY SCHEDULE FOR OTHER CLASS/CLUB ADVISORS

Class/Club Advisor shall be paid \$15.07 per hour. Class/Club Advisors must receive approval from the school principal for the maximum number of hours to be worked in that activity during the contract year, prior to the beginning of the activity.

For those assignments that indicate an assistant in Appendix D in addition to a head position, the determination of the need for an assistant shall be decided by the principal following a conference with the head coach/advisor, athletic director (athletic activities) and/or assistant principal (co-curricular activities).

If (a) the principal recommends that an assistant is needed, (b) the district administrator approves that recommendation and, (c) no assistant is available for the position, the person serving as head coach/advisor shall receive as additional compensation an amount equal to fifty percent (50%) of the amount normally paid to the assistant for that activity.

Any teacher who is required by a building administrator to submit time sheets which list the number of hours engaged in any particular athletic or co-curricular activity shall be given a signed copy of the time sheet which will constitute approval of the hours by the building administrator within five (5) days after receipt.

**APPENDIX E
INDIVIDUAL CONTRACT FOR ATHLETIC AND
CO-CURRICULAR ACTIVITIES**

The Germantown School District and _____, a member of the bargaining unit covered by the terms of a Master Agreement between the Germantown School District and the Germantown Education Association agree that the bargaining unit member will perform the following appendix D duty (ies):

This extra-duty contract shall be subject to all applicable terms and conditions of the Master Agreement between Germantown School District and the Germantown Education Association, as amended from time to time, including Appendix C and Appendix D.

This extra-duty contract will not be valid unless signed below and returned to the District Office on or before _____.

EMPLOYEE SIGNATURE

Date

FOR THE DISTRICT

Date

(A duplicate of this signed agreement will be returned to the employee.)

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**APPENDIX F
CONTRACT OF LIMITED
TERM TEACHER**

The Board of Education of the Germantown School District (School Board), hereby contracts with _____, a limited term teacher (Teacher), a professionally trained educator legally qualified in the State of Wisconsin, to perform services as a teacher at _____.

This contract shall commence on the ___ day of _____, 200x, and shall continue in full force and effect until _____.

For services rendered, the said School Board is to pay to said Teacher under the following plan, to wit: Step __, ___ Level \$ ___ for ___ calendar days, together with the following fringe benefits, to wit: ___ FTE Health, dental, prescription drug, long term disability, term life insurance and ___ leave days. The prorated amount shall be \$ _____.

It is further agreed, that this contract incorporates by reference, to have the same effect as if made a part hereof, the attached School Board Policy 534 and Procedures 534.R(2).

The parties understand and agree that this is a solemn, binding contract not to be breached by either party without good and sufficient cause.

THIS CONTRACT IS NOT COVERED BY SECTION 118.22, WIS. STATS., AS AMENDED FROM TIME TO TIME. THE TEACHER HAS NO CONTRACTUAL OR OTHER LEGAL RIGHT TO HIS OR HER LIMITED TERM POSITION.

This contract is not valid unless returned on or before _____.

Dated this ___ day of _____, _____.

I hereby accept the provisions as set forth in this contract.

BOARD OF EDUCATION OF THE
GERMANTOWN SCHOOL DISTRICT

Teacher

BY: _____
President

Address

Clerk

Treasurer

Social Security Number

Witness: _____
Superintendent

Date

Memorandum of Understanding
between the
Germantown Board of Education
and the
Germantown Education Association

The Master Agreement between the Board of Education (“Board”) and the Germantown Education Association (“GEA”) establishes the length of the school day for Germantown High School teachers as 462 minutes. The Agreement stipulates that GEA members assigned to the high school “*are expected to be available in the school buildings 15 minutes before the scheduled student day starts and 10 minutes after the scheduled student day ends.*”

By mutual agreement, the Board and the GEA concur that, as used in section 1000.01 of the Master Agreement, “available” means that covered employees must avail themselves to students, parents, employers, administrators, and colleagues.

The Board has the acknowledged right to establish the scheduled student day starting and ending times, as well as the duration of the student day. So long as the length of the school day for teachers is 462 minutes, the length of the student day shall not exceed 447 minutes. In all cases where the Board establishes the duration of the student day as less than 447 minutes, the above-referenced 15 minute and 10 minute periods shall not be infringed upon, except as expressly provided within section 1000.01, and elsewhere, of the Agreement, and residual minutes of the school day for teachers shall be generally recognized as duty-free, unassigned time for teachers.

Example: The Germantown High School student day is from 7:20 a.m. until 2:22 p.m. or 422 total minutes. The stipulated “available” times are from 7:05 a.m. until 7:20 a.m. and from 2:22 p.m. until 2:32 p.m., which is 25 total minutes and makes the total “assigned time” equal to 447 minutes. If the Board establishes the starting time for high school employees covered under this Agreement to be at 7:00 a.m. and the ending time to be at 2:42 p.m., the 15 minutes added to fulfill the requirement of 462 minutes shall be considered to be permissible. However, notwithstanding occasional needs to the contrary, the high school administration shall not have any expectation other than attendance during the first 5 minutes and final 10 minutes: this is time allocated for teachers’ personal time.

It is also understood by the Board and the GEA that occasional and infrequent requests by teachers to leave school upon the conclusion of the student day or to arrive at school shortly before the start of the student day are reasonable allowances, as are the occasional and infrequent requests by administrators and parents to remain at school beyond the stipulated times (1000.01)

For the Board: _____

For the GEA: _____

For the Administration: _____

This agreement is effective October 12, 2004 and shall remain in force until obviated by changes in the Master Agreement, if any.