

Teacher Inservice Hours for Professional Development

Administration will determine and assign all ~~direct up to four (4) floating~~ (4) days of in-service for the staff. These in-service days will ~~must~~ be clearly communicated sufficiently in advance and completed between July 1 and June 30 of the contract year to which they apply.

Teacher Floating Work Day Hours

~~Teachers must utilize up to will be assigned one day or eight (8) hours of floating work time beginning on August 1st of the contract year for classroom preparation or coursework prep.~~

Teacher Compensation

New-to-the-District Teachers will be placed on the salary schedule at the sole discretion of the District Administrator.

Teachers Employed Prior to July 1, 2014 have been placed on the School District of Tomahawk Compensation Guide (formerly known as the Tomahawk Alternative Compensation Model) salary grid put in place the fall of 2014 at their base wage or slightly above their previous base wage with the remainder of their previous total salary being made up of supplemental pay. Any base wage increases continue to be negotiated as required by law. The compensation guide can be found on the District web page. New hires will be placed accordingly on the compensation guide.

Hourly Subbing

Teachers will be compensated for covering other teachers' ~~full classes periods and students~~ and at a rate as agreed upon by the Board of Education.

Pay Periods

Teachers will be paid over ten (10) months in equal installments unless desiring compensation spread out over 12 months. Professional employees must give written notification to the employer that he/she wants to spread out the compensation over 12 months. Such elections must be made before the first day of the school year. Elections are irrevocable after the work period begins. All employees' pay, will occur semi-monthly, generally on the 15th and last day of each month via electronic (direct deposit).

Mileage Reimbursement

Every effort should be made to use District vehicles for professional travel. In the event that district employees must use their personal automobiles for these approved activities they will be reimbursed at the current mileage rate used by the Internal Revenue Service.

Above Pay

The above pay schedule can be found on the district website.

3. School term support staff will be allowed the following sick leave per school year.
 - a. Secretary/Nurse-ten (10)
 - b. Paraprofessional/Aide-nine (9)the employee however will be allowed the following maximum days for sick leave usage
Any employee working less than full-time but seventy-five (75%) as or more shall have his/her sick leave prorated, consistent with the Employee's

4. Administration has the right to ask for a medical note.

Sick leave will be paid for any absence of work due to the following:

- a. Personal illness, injury, or serious health condition of the employee;
- b. Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a handicapping condition as set forth in Wisconsin Administrative Code section PI 11.02(23) (examples of handicapping conditions are: Cognitive disability, autism, etc);
- c. Serious health condition of an immediate family member to include: father, mother, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law;
- d. Medical or dental appointments for employee's child (under the age of 18 or disabled) that cannot be scheduled outside of the employee's regularly scheduled work hours;

In the event an employee does not fulfill his/her contract or agreement with the Board of Education, the portion of sick leave that was granted at the start of the school year shall be prorated, with the adjustment made on the final salary payment.

Funeral Bereavement Leave

Employees will be allowed three (3) days of bereavement funeral leave per year to attend funerals for the following: Spouse, child, foster child, step-child, grandchild, brother, sister, step brother or sister, parent, grandparent, great grandparent, in-laws of the employee, spouse/domestic partner, or other relatives of the employee or spouse residing in the employee's household. In addition, four (4) days of accrued sick leave per occurrence may be used for the purpose of travel.

Additional Bereavement Leave

In extenuating circumstances, additional days may be granted by the District Administrator or his/her designee to extend bereavement funeral leave, or to allow for attendance at funerals for individuals not listed above. Such additional days shall be deducted from the employee's accrued sick leave.

Personal Leave

Employees shall be entitled up to two (2) days of personal leave each employment year. Any unused personal leave each year will be converted to the employee's accumulated sick leave.

A "day" of personal leave is defined the same as a "day" of sick leave and may be used in the same increments as sick leave.

Personal leave may be used for personal obligations which cannot reasonably be conducted outside of the employee's workday.

The personal day will not be granted during the first or last week of a school year, on a parent-teacher conference day or on an in-service day. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. Personal leave shall not be used to engage in activities for which the employee will receive compensation from any source. Compensation shall not include payment or reimbursement of expenses. In addition, personal leave shall not be used to attend Association membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.

A request in writing to the Administrator shall be made as far in advance as possible, normally not less than seven (7) days. Emergencies may delay the submitting of the written statement until the employee returns to work.

The Administrator has the right to approve or disapprove all requests, based on availability of finding a substitute.

No more than six (6) employees in the District may take personal leave on any given day when school is in session, unless the District Administrator or his/her designee grants approval to exceed the six (6) employee limit.

Part-time employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work.

Jury Duty

A non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury for which he or she is summoned by the court when such duty occurs during the employee's work hours. The employee must notify his or her immediate supervisor as soon as notice of jury duty is received, as well as immediately upon termination of jury duty or when temporarily relieved of jury duty.

An employee who is unable to report for work because of jury duty will be paid his or her regular wages for those days. The employee will reimburse the district the amount of any payment he or she received for serving on jury duty during work days (less any travel expenses received).

Family Medical Leave Act (FMLA)

See Policy 3430.01/4430.01.

- a. ~~Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA qualifying reason, the employer will notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances.~~
- b. ~~Rights and Responsibilities Notice. The District will provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements.~~

- ~~c. Designation Notice. The District shall inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA.~~

Retirement Benefits

Eligibility

Any employee may participate in the following voluntary retirement plan, provided that the employee has:

- a. Attained the age of 55 (as of June 30 of the school year in which the letter of resignation for retirement becomes effective); and
- b. Completed a minimum of fifteen (15) years of service in the District; and
- c. Received approval from the District to retire with the benefits described herein.

Notice to All Employees of the District

Teachers must provide the District, no later than March 1st, with a written letter notifying the District of their intent to retire effective with the last day of the contract year. All other employees must provide the District, with no less than thirty (30) days' notice, with a written letter notifying the District of their intent to retire and the intended retirement date.

1. In the event that benefit amount is not exhausted by age 65, the employee may apply the unused balance toward the purchase of a Medicare supplement insurance.
2. Retired employees may elect a different health insurance provider other than the District's group plan. The district will pay the premiums from the retired employee's credit balance until it is exhausted. Any employee choosing other than the District provided plan shall hold the District harmless for any losses in benefits as a result of not choosing to keep the District's group policy. Such employees also waive their rights to return to the District's group health policy.
3. Upon the death of the retiree, the remaining credit balance shall be used to provide health and dental insurance premium payments for the retiree's spouse until that balance is exhausted; or the surviving spouse may elect to receive a lump sum cash settlement for the remaining accumulated sick leave balance.
4. In the event that both spouses are employed by the District, the first spouse to retire may hold his/her health insurance credit in abeyance until the retirement of the other spouse. Retired employees may elect a different health insurance provider other than the District's group plan. The district will pay the premiums from the retired employee's credit balance until it is exhausted.

- c. "Assault" purposeful and intentional action to induce harm/injury upon a staff member.

Weapons Prohibition: Firearms and dangerous weapons including but limited to knives, bows, crossbows and arrows are prohibited on all property of the District. The prohibition includes firearms and dangerous weapons in vehicles on school property. Licensed peace officers who are serving in their official capacities are the only persons exempted from this prohibition per Board Policy.

Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member must follow proper procedures.

Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply

1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved.
2. The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).
3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
4. The individual(s) filing the grievance must propose a specific remedy.
5. The issue and proposed remedy must be under the reasonable control of the District.

Staff Reduction

The Board may reduce administrative, professional, and/or support staff as necessary. Such staff reductions will be made in compliance with *Policy 3131 - Reduction in Staff and Policy 4131 - Reduction in Staff*.

Reduction in Force

~~In the event the District determines to reduce the number of positions, or the percentage of a full time equivalency in any position(s), the provisions set forth in this section shall apply.~~

Professional Staff Reduction in Force

~~In the implementation of staff reductions under this section, individual employees shall be selected for full or partial layoff in accordance with the following guidelines:~~

~~Where appropriate, attrition may be used to achieve the necessary number of position reductions.~~

~~Selection of staff for reduction, once positions have been identified will be based on the following considerations;~~

- a. ~~Qualifications of the employees being considered for reduction~~
- b. ~~Performance of employees, based on performance evaluations~~

~~e. Input from direct supervisors~~

~~d. Length of service to the District~~

~~The District Administrator shall determine the appropriate employees for reduction considering all factors that he or she deems important in the best interests of the District~~

~~Professional Staff Reduction in Staff~~

~~Please see Policy 3131, Reduction in Staff.~~

~~Professional Staff Reemployment Process and Opportunities~~

~~The reemployment process is solely available to employees laid off under this section. It does not apply to employees non-renewed based upon performance consistent with Wis.Stat. §188.22.~~

- ~~1. **Reemployment Period:** Employees laid off under this section shall retain the reemployment options set forth herein for a period of twelve (12) months after the employee's last day of work with the District.~~
- ~~2. **Reemployment Obligations – Employee:** All employees laid off under this section shall have their names placed on a reemployment list. In the event a similar vacancy occurs or a new but similar position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employees on the reemployment list may apply for the vacant position according to the terms of this *Handbook*. The District will post vacancies in accordance with the terms of this *Handbook*.~~
- ~~3. Reemployment opportunities shall end should an employee refuse reemployment to a position in accordance with the Vacancies section of this *Handbook*, except as provided below:~~
- ~~4. Casual or substitute work with the District during the reemployment period shall not extend the reemployment period. Employees on the reemployment list may refuse reemployment to positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of the ability to apply to the next available position for which the employee is qualified. Employees on reemployment list shall not lose the ability to apply for an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment, or a temporary appointment with the District.~~

Layoff Notice

~~The District will give at least thirty (30) calendar days' notice of layoff. The layoff notice shall specify the effective date of layoff, that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address, and that it will refer the employee to the Reduction in Force provision in this *Handbook*.~~

Support Staff Reduction in Force

~~In the event the District determines to reduce the number of positions, or the number of hours in any position(s), the provisions set forth in this section shall apply.~~

~~In the implementation of staff reductions under this section, individual employees shall be selected for full or partial layoff in accordance with the following steps:~~

~~Where appropriate, attrition may be used to achieve the necessary number of position reductions.~~

~~Selection of staff for reduction, once positions have been identified, will be based on the following considerations;~~

- ~~a. Qualifications of the employees being considered for reduction~~
- ~~b. Performance of employees, based on performance evaluations~~
- ~~c. Input from direct supervisors~~
- ~~d. length of service to the District~~

~~The District Administrator shall determine the appropriate employees for reduction considering all factors that he or she deems important and in the best interest of the District.~~

Recall/Rehire

~~There will be no official recall.~~

Non-Renewal, Employee Discipline and Termination

Non-Renewal

Full time Professional staff employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats., and is not covered by the grievance procedure under this *Handbook*.

Employee Discipline and Termination

All staff may be terminated or contract may be non renewed for any reason provided that the decision is not arbitrary or capricious.

Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material.

Grievance Procedure

Staff member complaints including but not limited to employee termination, employee discipline, and workplace safety violations, misinterpretation or inappropriate application of district personnel policies and administrative guidelines has occurred, they shall be directed to the direct supervisor/coordinator for informal discussion and resolution. If the complaint is not resolved informally, staff may initiate formal complaint procedures. *Refer to Policy 3340 - Grievance Procedure and Policy 4340 - Grievance Procedure.*

Purpose

~~The purpose of this Section is to provide for the exclusive internal method for resolving grievances concerning discipline, termination and workplace safety. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.~~

Definitions

- a. ~~Grievance: A "grievance" is defined as any complaint that arises concerning discipline, tination or workplace safety.~~
- b. ~~Grievant: A "grievant" may be any employee.~~
- e. ~~Day: The term "days" as used in this Section shall mean regularly scheduled workdays, unless otherwise indicated.~~
- d. ~~Discipline: "Discipline" means verbal reprimands in which a written record of the reprimand is placed in the employee's file, written reprimands, suspension, and demotion. Discipline does not include performance reviews, work plans, or corrective actions that do not include a reprimand or other adverse employment action.~~
- e. ~~Termination: "Termination" means discharge from employment. Non renewals and layoffs (reduction in force) are not considered terminations and are not subject to this procedure.~~
- f. ~~Workplace Safety: "Workplace Safety" means those conditions related to physical health and safety of employees enforceable under federal or state law, or District rule related to safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training, and warning requirements, workplace violence, and accident risk.~~

Time Limits

~~The time limits set forth in this Section shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the District and the grievant. The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.~~

Grievance Processing Procedure

~~Grievances shall be processed in accordance with the following procedure:~~

~~Step One - Informal Resolution: An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting and discussion shall occur within ten (10) days after the facts upon which the grievance is based first occurred or should have reasonably become known. The grievant(s) shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant in writing and (if applicable and appropriate) the representative of his/her answer within ten (10) days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file a written grievance.~~

~~Step Two – Written Grievance: If the grievance is not resolved at Step One, the grievant(s) shall file a written grievance with the immediate supervisor within ten (10) days of the response in Step One above or if no response is provided within ten (10) days of the deadline for the response. The written grievance shall include: (a) the facts upon which the grievance is based; (b) the issues involved; (c) the specific Handbook and policy provisions that were allegedly violated that triggered the discipline, workplace safety or termination issue; and (d) the relief sought. The grievance shall be signed and dated by the grievant. The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the District Administrator.~~

~~If the grievant's immediate supervisor is the District Administrator, the grievant shall skip Step Three and proceed directly to Step Four if he/she is not satisfied with response of his/her immediate supervisor at Step Two (or if no answer is provided in the above timeframe).~~

~~Step Three – Appeal to District Administrator: If the grievance is not resolved at Step Two, the grievant may appeal the written grievance to the District Administrator within ten (10) days after the response at Step Two or if no response is provided within ten (10) days of the deadline for the response. The District Administrator shall meet with the grievant(s) and/or the employee's designated representative and the principal or immediate supervisor within ten (10) days after receiving the written grievance. The District Administrator shall respond to the written grievance within ten (10) days of the meeting or at a later date as determined by the District Administrator if further investigation is warranted. The District Administrator shall indicate in writing the disposition of the grievance and forward it to the grievant and (if applicable and appropriate) the grievant's representative. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the impartial hearing officer.~~

~~Step Four – Appeal to Impartial Hearing Officer (IHO): If the grievance is not resolved in Step Three, the employee must notify the District Administrator, within ten (10) days after receipt of the District Administrator's answer or if no response is provided within ten (10) days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer.~~

~~Step Five – Appeal to Board of Education of Education: If the grievance is not resolved at Step Four, the grievance may be appealed to the School Board of Education within ten (10) days after the decision at the prior step. Either the administration or the grievant may appeal an impartial hearing officer's decision to the Board of Education. The Board of Education's decision is final and may not be appealed. All Board of Education actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.~~

~~The Board of Education shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance~~

~~process, the exhibit must be provided to the other party at least twenty four (24) hours prior to the hearing.~~

~~The Board of Education shall render a written decision that affirms, reverses, or modifies the decision of the hearing officer (or, if applicable, of the District Administrator). Such decision shall be rendered in a timely manner and shall be sent to the administration, the grievant, and (if applicable) the grievant's representative. The Board of Education's decision is final and may not be appealed. All Board of Education actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.~~

Grievant's Right to Representation

~~Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing.~~

Consolidation of Grievances

~~Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the Administration.~~

Appendix D

ATHLETIC ASSIGNMENTS

Baseball-Head High School Varsity	9%
Baseball-Assistant	6%
Basketball-Boys Head	11%
Basketball-Boys Assistant	8%
Basketball-Girls Head	11%
Basketball-Girls Assistant	8%
Basketball-Middle School Boys Head	4.5%
Basketball-Middle School Boys Assistant	3.5%
Basketball-Middle School Girls Head	4.5%
Basketball-Middle School Girls Assistant	3.5%
Cross Country Track-Head	9%
Cross Country Track-Assistant	6%
Cross Country Track-Middle School	4%
Cross Country Track-Middle School Assistant	3%
Football-Head	10%
Football-Assistant	7%
Football-Middle School Head	4.5%
Football-Middle School Assistant	3.5%
Golf-Head	8%
Golf-Assistant	5%
Hockey-Head	11%
Hockey-Assistant	8%
Hockey-Head Girls	11%
Hockey-Assistant Girls	8%
Intra-Murals Boys, Girls (Head)	2%
Intra-Murals Assistant	1.5%
Intra-Murals Noon	2%
Softball-Head	9%
Softball-Assistant	6%
Spirit Club Advisor	2.5%
Strength & Conditioning Coach (per season)	8%
Swimming-Boys	10%
Swimming-Boys Assistant	7%
Swimming-Girls	10%
Swimming-Girls Assistant	7%
Track-Boys/Girls Head	10%
Track-Boys/Girls Assistant	7%
Track-Middle School Boys/Girls Head	4.5%
Track-Middle School Boys/Girls Assistant	2.5%
Volleyball-Head	9%
Volleyball-Assistant	6%
Volleyball-Middle School Head	4%
Volleyball-Middle School Assistant	3%
Wrestling-Head	11%
Wrestling-Assistant	8%
Wrestling-Middle School Head	5%
Wrestling-Middle School Assistant	4%
Workers-Extra Curricular (per hour)	\$14.78

3.5%