



# **WAUNAKEE**

**COMMUNITY SCHOOL DISTRICT**

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## **Administrative Assistant Classified Staff Custodial and Maintenance Employment Guidelines**

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The most recent and updated version is available on the district website

## **Purpose**

The purpose of this Employee Handbook is to inform employees about District expectations and policies, provide legal protection for the District, notify employees of their legal rights, serve as a reference guide on important terms and conditions of employment and clarify questions that an employee may have about their working relationship with the District.

Please note that this handbook does not constitute an employment contract. This handbook is part of School Board policy. As with any School Board policy, the information contained in this handbook is subject to change. Employees are responsible for contacting their supervisor or Human Resources if they have any questions, concerns or need further explanation regarding this handbook, any Board policies or regarding any aspect of their employment.

All cited references are to sections of the Wisconsin Statutes and WCSD policies as amended to date. This Employee Handbook replaces any and all prior verbal and written communications regarding the Waunakee Community School District's working conditions, policies, procedures, appeal processes, and benefits.

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## **1.0 DEFINITIONS OF EMPLOYEE**

### **1.1 Regular Full-Time Employee**

A regular full-time employee shall be defined as an employee who is regularly scheduled to work forty (40) hours per week.

### **1.2 Regular Part-Time Employee**

A regular part-time employee shall be defined as an employee who is regularly scheduled to work less than forty (40) hours per week.

### **1.3 Weekend Employee**

A weekend employee shall be defined as an employee who is regularly scheduled to work only Saturdays and/or Sundays. Weekend employees are considered limited-term employees and are eligible for benefits only to the extent outlined in their letter of employment.

### **1.4 Probation**

All newly hired regular full-time and regular part-time employees shall serve a twelve (12) month probationary period. During an employee's probationary period the District may discipline or discharge the employee, and said discipline or discharge shall not be subject to the grievance procedure.

Employees who have completed the probationary period satisfactorily and are continued thereafter may be disciplined or discharged for cause.

### **1.5 Limited Term Employee**

All limited term employees are covered by these guidelines only to the extent outlined in their letter of employment.

## **2.0 WORK SCHEDULES / HOURS OF WORK**

**2.1** Work schedules shall be developed by each immediate supervisor. Supervisors shall establish a regular schedule of hours. The regular schedule may be changed from time to time for operational reasons; however, the supervisor shall whenever possible provide one (1) week's advance notice to all employees so affected.

**2.2** Prior approval must be given by the immediate supervisor if an employee works beyond their regularly scheduled hours per week in any week.

**2.3** The District is required by law to record and pay for hours actually worked, including overtime hours, for non-exempt employees. Time actually worked for non-exempt employees is documented by a time sheet. Employees are responsible for accurately recording their time worked for each scheduled workday. It is not appropriate for

employees to simply mark down the scheduled work time, but rather must record actual “time in” and “time out” in order to be paid properly.

- 2.4 An employee shall take a one-half (1/2) hour unpaid, duty free lunch break near the mid-point of each work day. Employees working less than six (6) hours per day may or may not have a lunch break at the discretion of the employer.
- 2.5 Paid break times shall be determined by the supervisor, and shall not be taken consecutively or in conjunction with lunch breaks, **nor to start or finish the work day:**

Hours Worked	Breaks
0 to 2 hours per day	0 minutes
2.01 to 6.5 hours per day	(1) 15 minute break
6.51 or more hours per day	(2) 15 minute breaks

- 2.6 If necessary, supervisors may adjust schedules to meet the needs of the District.

### 3.0 TIMEKEEPING

- 3.1 A work week consists of Sunday 12:00 a.m. through Saturday 11:59 p.m.
- 3.2 The normal workday for all full time employees shall be no more than eight (8) hours per day. The normal workweek for all full time employees shall be forty (40) hours per week. A custodian’s normal schedule of forty (40) hours per week may include work on Saturdays at a building where services are routinely provided.
- 3.3 All hourly employees will record hours worked through True Time, an electronic time tracking system. Hourly employees must clock in when they arrive at work, clock out for lunch, clock back in upon return from lunch, and clock out at the end of their work day.
- 3.4 Employees are responsible for their own timesheet and shall not punch in or out for any other employee.
- 3.5 The District’s Timekeeping System requires that an employee complete the electronic timesheet and submit it for True Time approver/supervisor approval. The payroll department will then input the employee’s time worked into the system for timekeeping. Timesheets must be submitted weekly within the time frame established for the pay schedule.
- 3.6 When an employee submits their timesheet for approval they are certifying that the time recorded is accurate. Falsification of the time record is a serious violation of District policy and is, in essence, theft. Such falsification will result in corrective action, up to and including immediate termination.
- 3.7 Work in excess of forty (40) hours per week (overtime) shall be compensated at the

rate of time and one-half (1 1/2) the employee's normal hourly rate of pay. All overtime hours must have the prior approval of an employee's supervisor.

- 3.8 The District reserves the right to schedule overtime work as required in a manner consistent with the requirements of the School District.
- 3.9 Paid holidays shall be counted as hours worked for purposes of overtime calculation. Other paid time off shall not be counted as hours worked for purposes of overtime calculation.

**See Appendix E – True Time**

#### **4.0 COMPENSATORY TIME (COMP TIME)**

- 4.1 Regular, 12-month, full time employees are eligible to accrue comp time in lieu of overtime payment.
- 4.2 Compensatory (comp) time is earned at the rate of one and one-half (1 1/2) times the number of overtime hours actually worked.
- 4.3 Comp time shall be utilized in no less than 15 minutes increments.
- 4.4 Consecutive comp days shall not be approved and comp days shall not be approved in conjunction with vacation or personal days. An exception to this restriction may be made when the comp time is going to be used during winter or spring break, or other non-student days.
- 4.5 All comp time earned between January 1<sup>st</sup> and December 15<sup>th</sup> must be taken by December 15<sup>th</sup> or paid out. A maximum of 48 hours of comp time may be taken during this timeframe; all remaining hours earned shall be paid out.

#### **5.0 PAYROLL, WAGES AND REIMBURSEMENTS**

##### **5.1 Hourly Wages**

Upon hire an employee's starting wage shall be at the discretion of the district administrator or their designee. If an employee changes classification within the district and their prior wage scale was adjusted after their job change, their initial wage placement can be reviewed and adjusted within a period of twelve months.

Wages shall be reviewed annually. Employees on an improvement plan shall not receive an increase in pay.

##### **5.2 Paychecks**

Staff will receive paychecks on the 15<sup>th</sup> and 30<sup>th</sup> of each month during the school year. When the fifteenth or thirtieth day of the month falls on a Saturday, Sunday, or on a bank holiday, payment shall be made on the preceding business day. The District shall provide

all payments via electronic deposit, and all payroll information shall be provided electronically.

12 Month employees	24 payrolls	7/30 to 7/15
11 Month	22 payrolls	8/30 to 7/15
10 Month	19 payrolls	9/30 to 6/30

### 5.3 Overused Leave at Time of Termination

Employees will give written notice of termination of employment at least two weeks prior to the last day of work. If an employee has overused the holiday, sick or vacation time earned, the employee will have an amount equal to the value of that overused leave withheld from their last paycheck.

### 5.4 Mileage

Employees who incur expense through the authorized (by the Business Manager) use of their private vehicle for school business shall be reimbursed the current IRS rate. Actual expenditures within the above maximums shall be reimbursed upon submission of an expense voucher with accompanying receipts and mileage statement to the Business Office.

### 5.5 Building Checks and Call Back - Custodial/Maintenance

Custodial and maintenance employees will receive two (2) hours' pay at their regular rate for building checks at the high school and one (1) hour's pay at their regular rate for building checks in all other buildings required to be conducted on weekends. Custodial and maintenance employees will receive two (2) hours' pay at two (2) times their regular rate for building checks at the high school and one (1) hour's pay at two (2) times their regular rate for building checks in all other buildings required to be conducted on holidays.

If employees are called back to work after having completed their regular work hours and leaving for the day, or are called to work and leave again before the start of their regular shift, they shall be paid for a minimum of two (2) hours at time and one-half their regular rate of pay for hours that are unattached to other hours worked that day. For an event to be considered call back, it needs to end more than two (2) hours prior to the start of an employee's regularly defined start time. Periods of time one (1) hour 45 minutes or less will be considered a temporary schedule adjustment.

### 5.6 Weather-Related Closed Days ~~Snow Days~~

- A. Employees shall be paid for up to four (4) ~~weather-related closed days~~ ~~snow days~~ if it is necessary to cancel school.
- B. In the case of an early release or delayed start, hours paid for hours not worked shall be counted toward the maximum of four (4) paid ~~weather-related closed days~~ ~~snow days~~.

- C. In the event of a fifth ~~weather-related closed days~~~~snow day~~ or any ~~weather-related closed days~~~~snow day~~ thereafter, employees will have the option of taking an unpaid day, or using a personal or vacation day if available. Employees are asked to submit a leave request via Employee Access indicating how they choose to account for the time.
  
- D. In the event of an early release or delayed start after there have already been four paid ~~weather-related closed days~~~~snow days~~, paychecks shall be adjusted to reflect fewer hours worked, unless paid time off is substituted. The missed time shall not be made up and employees should leave work or report to work according to the adjusted schedule.
  
- E. Custodians / Maintenance and Administrative Assistants  
Unless directed otherwise by their immediate supervisor, custodial and maintenance employees are to report to work on days declared by the district administrator to be snow or emergency days. In the event the employee finds it impossible to report for work, or if they are directed not to report for work, they shall be paid for up to four (4) snow or emergency days per year. Employees who work on the first four snow or emergency days shall be able to take the same number of hours worked on the snow or emergency day, as personal leave time on a future day. The personal leave time shall be approved by the Director of Facilities, and shall be used during the year or lost, it shall not carry over, and shall not be paid out. If there are more than four (4) snow or emergency days in any given year, employees shall be expected to report for work. In the event an employee finds it impossible to report for work, they may utilize personal leave, comp time, or vacation time, at the discretion of their immediate supervisor. In the event of a late start or early release due to a snow or emergency day, hours not worked but paid shall count toward the 4 days (32 hours) of paid snow or emergency time.
  
- F. ~~Employees who work 50% or more of their total weekly assigned hours remotely are not eligible for paid closure days, as outlined above, including closures due to weather or facility-related events (e.g. weather closed days, power outages, or water main breaks).~~

## 6.0 TIME OFF

### 6.1 Eligibility and Paid Time Off Allocations

All employees classified in these Employment Guidelines shall be eligible for time off as outlined in the following sections.

10-Month, and School-Year Only Employees: Paid time off allocations occur on the first day of July each year. Employees hired after July 1st or after the school year begins will accrue paid time off on a prorated basis based on a proration of the remaining days in their

assignment.

11-Month and 12-Month, Year-Round Employees: Paid time off allocations occur on hire date anniversaries.

Employees who resign or are terminated before the end of the work year, or assigned number of work days, will have their paid time off prorated (reduced) based on the number of days actually worked.

Employees who do not work the same number of hours on each workday shall have their allocations determined by the average number of hours per day calculated on a weekly basis. Part-time employees shall receive allocations prorated for their FTE. Weekend employees are not eligible for time off.

### **Administration**

The Board of Education may implement and/or change policies to prevent misuse of time off at any time upon their discretion.

The Director of Human Resources, or their designee, may request verification of the need for an employee's time off at their discretion.

Employees are responsible for adhering to the time off guidelines and to use the electronic time off system, Skyward - Employee Access, correctly.

Time off requests should be entered into Skyward prior to the absence being taken.

### **Time Off Use**

All time off requests may be requested in hourly increments of 0.25 hours and must be submitted in Skyward - Employee Access. If time off requests are less than a full day, employees are expected to work for the remaining workday.

External substitutes (substitutes in Frontline) only are hired for a minimum of two (2) hours per day. Frontline substitute requests must be a minimum of two (2) hours up to eight (8) hours per day. Absences of 1.75 hours or less requiring a substitute request are submitted to the building office via the shared communication plan administered by the building substitute coordinator/office staff.

## **6.2 Personal Leave**

A. **Allocation Amounts:** 11 and 12-Month employees will be credited with two (2) days of personal leave per year. 10-month and School-Year only employees will be credited with four (4) days of personal leave per year. These days are separate from sick leave and are allocated as personal leave.

B. **Use:**

a. Personal days can be used for anything.

- b. Unused personal leave is added to accrued sick leave at the end of each fiscal year (June 30th) or for 11 and 12-month staff on anniversary date, which is accumulative to 188 days (1,504 hours), 120 days (960 hours) of which can be applied toward retirement.

**C. Restrictions on Use:**

- a. District-Wide: No more than three (3) hourly support staff (Para-Educators, LMTC Assistants, Technology Assistants, Health Assistants) may use personal leave on any one day.
- b. Personal leave should be submitted forty-eight (48) hours in advance of the actual absence date whenever possible.
- c. Employees who work less than 12-months per year:
  - i. Personal leave may not be used before or after an unpaid break or holiday.
  - ii. Personal leave may not be used on the last ten (10) school days of the year.
  - iii. Personal leave may not be used during the first week of school.

**D. Requests for Exceptions of Use:** The Director of Human Resources may grant approval for use of personal leave for extenuating circumstances or once-in-a-lifetime events. These requests must be submitted prior to submitting a time off request via the PowerSchools system found in available forms.

**E. Personal Leave Bank:** Employees who are not eligible for vacation and who have completed ten (10) consecutive years of service in the district may bank up to three personal days. These days may be combined with the two (2) personal days given at the beginning of the year to allow for one (1) full week off with pay. Any employee who wishes to bank personal days must notify the Director of Human Resources via email prior to the end of the school year. The use of banked personal days is subject to the restrictions listed under personal leave.

### 6.3 Sick Leave

- A. **Allocation Amounts:** Employees shall be allocated sick leave as described below, accumulative to 188 days (1,504 hours). The maximum number of sick days to be applied toward retirement benefits shall be 120 days (960 hours). Unused sick leave is only paid out upon meeting the district's retirement eligibility.
  - a. School-Year only Employees: Eight (8) days of sick leave are allocated each year.
  - b. 11-Month Employees: Eleven (11) days of sick leave are allocated each year.
  - c. 12-Month Employees: Twelve (12) days of sick leave are allocated each year.
- B. **Use:** Sick leave may be used for:
  - a. Personal illness.

- b. Doctor and/or dentist appointment for self that cannot be scheduled outside of normal work hours.
- c. Immediate family\* member illness, or doctor and/or dentist appointment that cannot be scheduled outside of normal work hours.
- d. Care for a child in their immediate family that cannot safely be left alone in situations of canceled or closed childcare.
- e. Staff may request sick leave for attendance at funerals not covered under bereavement leave. Verification of attendance may be required.
- f. If an employee exhausts all available sick leave, they must use any available personal leave, vacation, or any other accrued, paid leave prior to requesting unpaid sick leave. There may be certain exceptions under the State and Federal Family and Medical Leave Laws.

\* Immediate family includes: spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, parent-in-law, brother or sister-in-law, son or daughter-in-law, or grandparent-in-law

### **Family and Medical Leave**

Under the State and Federal Family and Medical leave Acts, employees may be entitled to leave above and beyond the leaves provided in these guidelines. Any absence of more than three days that qualifies as Family and Medical leave will be counted as Family and Medical leave. The District administers the State and Federal Family and Medical Leave Acts concurrently. A 12-month period starting July 1 and ending on June 30, is used for calculating leave eligibility under the Federal Family and Medical Leave Act. Employees should contact the Director of Human Resources to request Family and Medical leave or to discuss their options for time off under the State and Federal laws. Please see Appendix C for employee rights and responsibilities under the Family and Medical Leave Act.

### **6.4 Bereavement Leave**

Staff may use up to three (3) days of paid leave for death in the immediate family. These days shall not be deducted from sick leave. An additional three (3) days of sick leave may be used as bereavement leave for deaths in the immediate family. The Director of Human Resources may grant additional days, either as paid leave deducted from sick leave or as unpaid days, at their discretion. Immediate family includes: spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, parent-in-law, brother or sister in law, son or daughter-in-law or grandparent-in-law, aunt or uncle. An employee's or employee spouse's miscarriage is also eligible for bereavement leave.

Staff may request sick leave for attendance at funerals, not covered under bereavement leave. Verification of attendance may be required.

### **6.5 Jury Duty**

Any employee who is required to respond to a call for jury duty as a witness in court not involving a party to this employer shall be excused from work and the employer agrees to

pay the difference between jury fees paid the employee (excluding mileage and parking fees or Saturday or Sunday fees) and the employee's regular daily rate. Employees are asked to submit to the payroll office a copy of the check they receive for jury duty within three (3) days of their receipt of the check.

An employee must notify their immediate supervisor as soon as notice of jury duty is received.

Also, the employee is expected to contact their immediate supervisor immediately upon termination of jury duty or when temporarily relieved of jury duty.

The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

The above provisions on jury duty affect an employee only if they are called to serve on a jury during the period the employee normally works (i.e. School Year employees are only affected if called to serve on a jury during the School Year working period).

## **6.6 Vacation**

### **A. Eligibility:**

- a. 12-month employees and 11-month Administrative Assistants are eligible for vacation.
- b. Employees who properly resign (minimum of two week written notice) or retire shall be paid for accrued, unused vacation on a prorated basis. Discharged employees shall not receive vacation pay. Employees who resign before working one year are only eligible for prorated unused vacation to be paid out.

### **B. Allocation Amounts:**

- a. 12-month employees shall be given five (5) days of vacation to use during their first year of employment, and 11-month employees shall be given two (2) days of vacation to use during their first year of employment. During their first year of employment, they are also accruing vacation that will be posted for use during their second year of employment. Vacation will be accrued accordingly for future years. \*See vacation allocation schedule below.
- b. A maximum of ten (10) days of unused vacation may be carried over to the next year.

### **C. Use:**

- a. Employees must have approval from their immediate supervisor via Employee Access prior to taking vacation days. Supervisors may limit the length of an employee's vacation to one-week increments, and reserves the right to approve the scheduling of vacation so as not to interrupt the operations of the District.

- b. Vacation may be taken on days which employees are not scheduled to work, including winter break, and spring break.

**D. Restrictions on Use:**

- a. Employees who work less than 12-months per year:
  - i. Vacation may not be taken during the first five (5) days or the last ten (10) days of the school year. This restriction may be waived at the discretion of the Director of Human Resources, for extenuating circumstances.
  - ii. Vacation cannot be used to extend a holiday or recess (a recess is defined as any break in the regular five (5)-day school week). This restriction may be waived at the discretion of the Director of Human Resources for extenuating circumstances.
- b. A maximum of two (2) people per day, per classification can use vacation time except on days when employees are not scheduled to work. If conflicts between employees arise as to vacation scheduling, preference will be given in order of seniority, provided that the vacation requests have been submitted at least six months in advance.

VACATION SCHEDULE			
<b>12-Month Full-Time</b>	5 days during first year		
	10 days during 2nd year	16 days during 7th year	21 days during 13th & 14th year
	11 days during 3rd year	17 days during 8th year	22 days during 15th & 16th year
	12 days during 4th year	18 days during 9th year	23 days during 17th & 18th year
	14 days during 5th year	19 days during 10th year	24 days during 19th & 20th year
	15 days during 6th year	20 days during 11th & 12th year	25 days during 21st year & thereafter
<b>11-Month Full-Time</b>	2 days during first year		
	5 days during 2nd year	10 days during 6th & 7th year	14 days during 14th & 15th year
	6 days during 3rd year	11 days during 8th & 9th year	15 days during 16th year and thereafter
	7 days during 4th year	12 days during 10th & 11th year	
	9 days during 5th year	13 days during 12th & 13th year	

**6.7 Unpaid Leave Eligibility:**

- A. After one (1) year of employment, staff shall be able to take one (1) unpaid leave day per year of employment cumulative to a maximum of three (3) days at any time. An employee could take one (1) day per year, or they could choose not to use any for two (2) years and in the third year, they could take three (3) days. No more than three (3) unpaid days can accumulate. Once three (3) unpaid leave days were used,

there would be no unpaid leave days available until the following year, when there would be one (1).

**B. Use:**

- a. Unpaid leave requests may be requested for situations that do not fall under any other time off category and are considered “once-in-a-lifetime” requests.

Applicable paid time off should be exhausted prior to requesting unpaid leave.

Any unpaid time off qualifies as a once-in-a-lifetime leave, even if for a single day, and must be pre-approved by your principal/supervisor and the Director of Human Resources prior to submitting an unpaid leave request in Skyward-Employee Access.

These requests must be submitted prior to submitting a time off request via a TalentEd/PowerSchools form. Log into your TalentEd/PowerSchools account to submit an Employee Special Time Off Request Form (Not extended leave).

Taking unpaid leave without having received prior approval for the leave is a serious offense which may result in an unpaid suspension or discharge.

- b. The allowance for unpaid leave days will be on a first come, first served basis with each building.
- c. Unpaid leave may be used for education, medical reasons, maternity, military or National Guard service, civic duties or for other purposes approved by the District.
- d. After the initial thirty (30) days of unpaid leave, no benefits shall be received nor shall the leave serve as experience credit for seniority or for any other purposes. Employees may continue District insurance coverage at their own expense if permitted by District policies in effect at the time.

**C. Restrictions on Use:**

- a. No more than two (2) staff members per classification per day may use unpaid leave at any time.
- b. Unpaid leave shall be taken in increments of not less than one (1) full day.
- c. Unpaid leave requests must be submitted at least five (5) days prior to the absence date(s).
- d. Unpaid leave may not be used to extend holidays.
- e. Employees who work less than 12-months per year:
  - i. Unpaid leave may not be used before or after an unpaid break.
  - ii. Unpaid leave may not be used on the last ten (10) school days of the year.

iii. Unpaid leave may not be used during the first five (5) days of school.

## 6.8 Paid Holidays

(If the holiday falls within the employee's regular work schedule)

12-Month, Full-Time Employees		
1. Fourth of July	5. Christmas Eve Day	9. Good Friday
2. Labor Day	6. Christmas Day	10. Memorial Day
3. Thanksgiving Day	7. New Years Eve Day	
4. Day After Thanksgiving Day	8. New Years Day	

11-Month, Full-Time Employees		
1. Labor Day	5. Christmas Day	9. Memorial Day
2. Thanksgiving Day	6. New Years Eve Day	
3. Day After Thanksgiving Day	7. New Years Day	
4. Christmas Eve Day	8. Good Friday	

Less Than 11-Month Employees	
1. Labor Day	3. Day After Thanksgiving Day
2. Thanksgiving Day	4. Memorial Day

- A. If a paid holiday falls on a Saturday, the previous Friday shall be considered the holiday. If a paid holiday falls on a Sunday, the following Monday shall be construed the holiday. These holidays may be adjusted to best fit the work year.
- B. Holidays Falling on Student Contact Days: If any of the holidays listed above, fall on a student contact day, the employees shall work their regular hours that day, and shall instead receive a holiday on a date determined by the Administration.
- C. Any employee required to work on a holiday for which they are eligible to receive holiday pay shall receive two times the regular hourly rate of pay.
- D. To qualify for holiday pay an eligible employee must be on the active payroll of the District and must have worked on their regularly scheduled work day immediately preceding and immediately following the paid holiday, unless a scheduled vacation is taken, an illness is verified by a physician's certificate, or the employee is otherwise excused by the District Administrator.

## 7.0 BENEFITS

All insurance carriers, programs, and coverages in this Benefits section will be selected and determined by the Board of Education.

When an employee resigns or retires health, dental, vision insurances will end on the last day of month of employment with the district, during the school year or on last day of June at the end of the school year.

When an employee resigns or retires, short-term disability, long-term disability and life insurance(s) end on the last day worked with the district.

## 7.1 Health Insurance

Employees who work 30 or more hours per week shall be eligible to enroll in the district's health insurance. The district makes a substantial contribution toward the cost of each eligible employee's medical coverage. Medical plan rates and summaries on insurance plans offered to employees and employer contribution rates approved by the Board of Education may be obtained from the Human Resources Department. The employer provides a HMO, POS and HDHP health plans. For employees enrolling in a single or family Point of Service (POS) health plan, the employer contribution dollar amount will match the employer contribution dollar amount paid towards the HMO health plan. The high deductible health plan is the lowest cost plan and is the single rate offer for the Federal Affordable Care Act.

Employees completing the established district annual health assessment process will receive an additional employee premium savings as outlined in the annual health assessment incentive section of this handbook.

Employer health insurance contribution rate when both spouses are employed by the district. This paragraph defines employer contribution rates when one family health insurance policy is selected when both spouses are district employees and both are eligible for health insurance. The contribution varies whether at least one of the spouses is eligible for the Alternative Benefit Plan. The contribution will be based on the employee enrolled in health insurance. When neither spouse is eligible for the Alternative Benefit Plan, the district contribution paid will be based on the family plan rate of the HMO or HDHP premium (or if enrolling in the POS Plan, the family HMO Plan premium). When at least one spouse is eligible for and elects to enroll in the Alternative Benefit Plan, the district contribution will be based on the family plan rate of the HMO or HDHP premium (or if enrolling in the POS Plan, the familyHMO Plan premium).

## 7.2 Annual Health Assessment Incentive

The annual health assessment incentive is designed to engage employees, district and insured spouses in identifying health risks and to improve their health and prevent chronic disease. Participation in the program is voluntary. If both the employee and spouse do not participate in the annual health assessment process established by the district, the district's contribution towards the single or family coverage health insurance premiums are the employer contribution rate outlined in the health insurance section of this

handbook. The following employer contribution rates apply towards single or family health coverage for individuals participating in the health assessment.

~~3% rate savings. Family - Both the employee and spouse are required to visit and meet with the staff at the district Staff Wellness Clinic. ¶~~

5% rate savings (3% plus an additional 2% rate savings). Family - Both the employee and spouse are required to visit and meet with the staff at the district Staff Wellness Clinic and both the employee and spouse are required to be current or have completed all recommended age / gender appropriate screenings. Spouses not employed by the district may complete their visit as a virtual visit with staff at the district Wellness Clinic.

Human Resources will provide employees with the last date to complete the employee and spouse annual health assessment to receive the above rate savings. Participation in the annual health assessment affects the premium rates for the following insurance plan year. The only information Human Resources receives from the health assessment provider is whether the individuals meet with the Wellness Clinic staff, is current on age / gender appropriate screenings and a summary report of aggregate data with no identifiable individual data.

### **7.3 Health Savings Account (HSA)**

The district maintains a health savings account (HSA) for eligible employees in accordance with IRS 969 plan regulations. A health savings account (HSA) is a benefits plan designed to allow employees to set aside pre-tax dollars to pay for eligible medical expenses such as co-pays, deductibles and other qualifying out-of-pocket medical expenses. Employees must be enrolled in a High Deductible health plan in order for contributions to be made to an HSA. The district will make a defined employer contribution towards a single or family HSA and district contributions will only be made for the months that an employee is enrolled in the HDHP. The combined district and voluntary employee contribution shall not exceed the annual IRS limit. The account is owned by the employee and unused funds rollover year to year. It is the employee's responsibility to manage their HSA account according to IRS 969 plan regulations.

### **7.4 Family Reimbursement Account (FRA) with Alternative Benefit Plan (ABP)/Health Reimbursement Account (HRA)**

If an employee provides proof of enrollment in a non-District qualified health insurance plan, the employee may choose to waive District health insurance at time of employment or reduce District health insurance enrollment at a future date by making a health insurance tier level change (family to waive, single to waive, or family to single). In exchange, the employee is eligible to accept enrollment in the FRA. The FRA has two benefit components:

A. Cash payment per month amount of either: \$50 single to waive coverage, \$100 family to single coverage or \$150 family to waive coverage. This benefit component is an alternative benefit plan (ABP).

B. Reimbursement by the District for qualifying out-of-pocket medical expenses incurred on the non-District health insurance plan including in-network deductibles, copays, and prescription expenses. This benefit component is a health reimbursement account (HRA).

The Family Reimbursement Account (FRA) is maintained under the District’s IRS Section 125 Cafeteria Plan. It is the employee’s responsibility to enroll with the Human Resources Department for this benefit including: electing FRA at time of employment, when eligible to enroll due to a qualifying event occurring mid-plan year, and annually at the district’s annual open enrollment.

Custodial & Maintenance Employee Group Only - See Appendix F

**7.5 Dental Insurance**

Employees who work 30 or more hours per week shall be eligible to enroll in district dental insurance. The district shall pay premiums as indicated below. If both spouses are employed by the District, and both are eligible for health and dental insurance benefits, the Board shall pay 100% for family dental insurance. If an eligible employee waives health insurance but elects single or family dental insurance, the District will pay 100% of the dental premium. See Appendix G for dental insurance legacied language.

ff

<del>11 &amp; 12 Month Hourly Staff</del>	<del>Single Coverage</del>	<del>Family Coverage</del>	ff	<del>School Year Only Hourly Staff</del>	<del>Single Coverage</del>	<del>Family Coverage</del>	ff
<del>8 hours</del>	<del>88%</del>	<del>88%</del>	ff	<del>8 hours</del>	<del>88%</del>	<del>70%</del>	ff
<del>7+ hours</del>	<del>83%</del>	<del>83%</del>	ff	<del>7+ hours</del>	<del>83%</del>	<del>66%</del>	ff
<del>6+ hours</del>	<del>78%</del>	<del>78%</del>	ff	<del>6+ hours</del>	<del>78%</del>	<del>58%</del>	ff

**7.6 Vision Insurance**

The employer shall offer a voluntary, employee-paid vision policy for employees working 30 or more hours per week.

**7.7 Cobra Law Insurance Continuation**

Both state and federal laws give certain individuals, who would otherwise lose their employer health insurance coverage, the right to continue their coverage for a period of time. The district follows applicable Federal and State COBRA laws when offering employees, at their own expense, the opportunity to continue district health, dental and vision insurance plan(s).

## **7.8 Flexible Spending Plan**

The district maintains medical and dependent care flexible spending plans (FSA) under IRS section §125 cafeteria plan regulations for eligible employees to make pre-tax contributions for qualifying dependent care, health, dental, vision and other qualifying expenses. To participate in this benefit, eligible employees must complete the enrollment process. It is necessary that interested employees re-enroll during each annual open enrollment period to maintain continued participation. It is the employee's responsibility to manage their FSA account(s) as per IRS section §125 cafeteria plan regulations. Individuals enrolling in a HDHP may not participate in a medical FSA.

## **7.9 Life Insurance**

The district shall provide a 100% employer premium paid life insurance policy to employees working 30 or more hours per week.

\$35,000 - Hourly school year only staff

\$85,000 - 11 and 12-month year-round staff

See current life insurance policy booklet for benefit limitations and/or exclusions. When an employee resigns or retires, his or her life insurance ends on the last day worked with the district. See Appendix G for life insurance legacy language.

## **7.10 Long-Term Disability (LTD)**

The employer shall pay for a disability insurance plan for all employees working 30 hours or more per week. The benefit is 90% of salary after 60 calendar days. See the current long-term policy booklet for benefit limitations and/or exclusions. See Appendix G for disability insurance legacy language.

## **7.11 Short-Term Disability**

The employer shall offer a voluntary, employee-paid short-term disability policy for support staff working 30 or more hours per week. See the current short-term policy booklet for benefit limitations and/or exclusions. See Appendix G for disability insurance legacy language.

## **7.12 Supplemental Insurance**

The employer shall offer a voluntary, employee-paid supplemental policies for employees working 30 or more hours per week.

## **8.0 OTHER BENEFITS**

### **8.1 Wisconsin Retirement/Employee Trust Funds**

The Board will contribute the employer's share for all eligible employees who qualify for enrollment under the rules of the Department of Employee Trust Funds. The employee will pay the employee's required Wisconsin Retirement System contribution pursuant to state statute requirements.

### **8.2 403(b) Employee Savings Plan**

The Board of Education maintains a 403(b) Employee Savings Plan to help employees save for retirement via district approved 403(b) investment vendors. The 403(b) plan is a voluntary retirement savings program funded solely by the employee via payroll salary reduction contributions on a pre-tax or ROTH after-tax basis. The district does not make any contributions to employee 403(b) employee savings plans. It is the employee's responsibility to manage their 403(b) plan participation in accordance with 403(b) rules and regulations and district plan documents. If the employees's 403(b) calendar year annual deposits exceed the IRS standard calendar year maximum, it is the employee's responsibility to properly calculate and determine their annual 403(b) deferral eligible amount when submitting salary reduction agreement payroll deduction requests related to 403(b) age 50 catch ups and 15 years of service catch ups.

### **8.3 457(b) Deferred Compensation Plan**

The Board of Education maintains an IRS Section 457(b) deferred compensation plan to help employees save for retirement. The 457(b) plan is a voluntary retirement savings program funded solely by the employee via payroll salary reduction contributions on a pre-tax or ROTH after-tax basis. The district does not make any contributions to employee 457(b) deferred compensation plans. It is the employee's responsibility to manage their 457(b) deferred compensation plan participation in accordance with 457(b) rules and regulations.

### **8.4 Uniforms (Custodial & Maintenance)**

The district shall provide each employee with five (5) uniform shirts or the equivalent dollar value in other apparel upon satisfactory completion of his/her probationary period. The district shall provide each employee with three (3) shirts or the equivalent dollar value in other apparel on an annual basis thereafter. Maintenance staff shall receive four (4) shirts or the equivalent dollar value in other apparel on an annual basis. All custodial/maintenance staff members shall be required to wear the district-purchased apparel during their work shift. Uniform shirts shall be mandatory, except as approved by the Director of Facilities.

### **8.5 Phones (Head Custodians & Maintenance Department)**

The Board of Education shall provide a smartphone device to the Head Custodian and Maintenance employee. The Head Custodian and Maintenance employee is expected to

carry the smartphone device at all times, including nights and weekends. The Board of Educations will allow personal use of the smartphone device as the Head Custodian and Maintenance employee is not expected to carry both a work and personal device at all times.

## **8.6 Workers Compensation Coverage and Reporting Responsibilities**

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the employee's supervisor and human resources via the schools worker's compensation carrier's injury reporting phone line (24 hours per day, 7 days a week) prior to seeking medical attention, if at all possible. In the event of an emergency, the employee shall provide notification within twenty-four (24) hours after the occurrence of the injury. Phone reporting procedures are located on the Human Resources For Staff internal web page.

### **Benefits While on Worker's Compensation**

Employees who incur injury or illness in the conduct of their employment with the District that is compensable under the Worker's Compensation laws of the State of Wisconsin may be eligible to receive payments. Payment shall be accomplished as follows:

1. Up to day sixty (60) of Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each day while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive day of leave, or as long as the employee has accumulated sick leave available, whichever occurs first.
2. Day Sixty-One (61) and thereafter of Worker's Compensation Leave: The employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.
3. Injuries Not Covered by Worker's Compensation. Some types of injuries suffered while at work may not be covered by worker's compensation insurance. Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following:
  - a. Injuries because of a self-inflicted wound.
  - b. Injuries sustained because of an employee's horseplay.
  - c. Injuries sustained while an employee does an activity of a strictly private nature.

4. Absence from work during the first three days due to injury or illness allowed under Worker's Compensation shall not be fully charged to the employee's accumulated paid leave provided the following conditions are met:
  - a. The district's worker's compensation carrier approves the employee claim as work comp related
  - b. And, the employee provides the Director of Human Resources with a doctor's note verifying work restrictions, including the dates absence from work is required as a result of the illness or injury.
5. The district does not make or influence the determination of eligibility for a worker's compensation claim. Our carrier reviews the situation and the medical records to make the decision.

6. Temporary Transitional Duty

**Purpose:**

In the case of an employee receiving or applying for workers' compensation benefits whose injuries were incurred during the course and scope of employment, a temporary, transitional work assignment within the limits of imposed restrictions will be made whenever appropriate.

Following a work-related injury, health care providers might find that an employee has restrictions limiting normal duties and activities during the healing period. Such restrictions might include lifting limitations and/or limited movements such as avoidance of bending and twisting. WCSD realizes the importance of a transitional work assignment in assisting an employee's return to their normal course of employment in as short a time period as possible. The temporary, transitional work program aids reintegration into the work environment and assists the injured employee in returning to a productive lifestyle. This program provides service to the district while the injured employee recovers and benefits the employee by reducing sick leave usage had the employee remained off work.

**Assignments:**

A temporary work assignment is work that an employee may perform during a work-related injury recovery period. It may be either a full-time or part-time assignment. The rate of pay during such a temporary work assignment will be the employee's regular wage in effect at the time of such a temporary work-related injury. Temporary, transitional work assignments may include the following:

- a. Modification of an employee's regular work assignment.
- b. Temporary reassignment to another shift.
- c. Temporary reassignment to another position within the employee's department and/or,
- d. Temporary reassignment to another department.

8.7 District employees may receive free entry to home athletic events by presenting their employee identification badge. WIAA tournament events are excluded.

## **9.0 RETIREMENT ELIGIBILITY AND DISTRICT RETIREE BENEFITS**

1. Employees who plan to retire shall notify the Director of Human Resources in writing of their intent to do so three months prior to the date on which they wish to retire.
2. If the employee provides proper notice outlined above in item 1 of this Retirement Section, and who have been employed at least one (1) year in the Waunakee School District and who have reached the age of 55 shall be eligible to receive retirement benefits as follows.
  - a. If permitted by the health care and dental insurance providers, an employee may continue District coverage as a retiree by paying the monthly plan premium directly to the insurance provider(s). The effective retiree insurance date will be the date after active employee insurance(s) end which is outlined in 7.0 Benefits. The offer of retiree insurance(s) will be the same insurance plans and coverage the employee was enrolled in on the last day of active employee insurance coverage. The program offered to district employees is subject to change on an annual basis.
  - b. A District post-retirement HRA employer contribution benefit shall be provided based on the years of service schedule in Section 9.1e below.
3. Any employee hired after June 30, 2012 will not be eligible for district provided post-employment benefits if they are receiving an annuity from the WRS. No employee shall be eligible to retire from the district more than once.
4. If an employee meets the years of service requirement and has to retire before reaching the age of 55 due to a serious health condition that qualifies for WRS disability retirement, they shall be deemed eligible for the District's retirement benefits as well.

### **9.1 Retirement Health Reimbursement Account (HRA)**

1. The HRA provider and plan shall be selected and determined by the Board of Education. No HRA 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.
2. This HRA account is intended to be accessed during retirement years, subject to the terms and conditions of the HRA provider. The HRA is a portable post-employment benefit that can be accessed by the employee to pay eligible health care expenses, subject to the terms and conditions of the HRA. All withdrawals and payments from the HRA Plan shall cease when the funds in the plan are exhausted.

3. Survivorship Rights for Retirees Receiving the Health Reimbursement Account Plan: Benefits payable to the spouse and/or dependents will not exceed, in combination with those already provided to the retiree before their death, those that would have been available to the retiree if they had survived. Such benefits are subject to the terms and conditions of the HRA plan and applicable Internal Revenue Service Code and rules.
4. The retired employee shall pay the distribution fee to access the HRA funds.
5. Post-Retirement Employer Contribution and Retiree HRA Benefit. The district shall fund a post-employment Health Reimbursement Account (HRA) for employees who elect to retire pursuant to and who meet district retiree eligibility requirements outlined in 9.0 Retirement items 1 and 2 above.

Prorated HRA Benefit. Staff must complete a minimum of ten years of service to earn the full HRA benefit value. Employees that have completed less than 10 years of service are eligible for a prorated portion of the HRA benefit following this HRA Vesting Schedule.

HRA Vesting Schedule after # years experience in the Waunakee Community School District

After # Years Experience	HRA Benefit Eligibility	After # Years Experience	HRA Benefit Eligibility
After 1 year	10%	After 6 years	60%
After 2 years	20%	After 7 years	70%
After 3 years	30%	After 8 years	80%
After 4 years	40%	After 9 years	90%
After 5 years	50%	After 10 years	100%

Sick Leave Value Definition. The sick leave per day maximum value is based on the employee's per diem salary (hourly rate at time of retirement x hours per day work schedule) and the maximum sick leave value shall not exceed \$~~1471.43~~ per day. The maximum unused sick day credit shall not exceed 120 unused sick days.

Years of Service Definition. The years of service maximum value is \$500 per each full year of service to the district.

Post-Employment Employer HRA Contribution Calculation			
+ \$ Sick Leave Value	= Up to \$ <del>1471.43</del>	x # Unused sick on last day of employment	
+ \$ <u>Years of Service Value</u>	= \$500.00 x # Years of Service		
= \$ Net Total Post-Employment HRA Value			
x \$ <u>HRA Vesting Schedule Percent</u>	(See Vesting Schedule chart above)		
= \$ Final Total Post-Employment HRA Value			

Deposit by the District in the HRA Upon Retirement. The final total post-employment HRA value is a one-time deposit into the employee's HRA by the District. The payment shall occur on either September 15<sup>th</sup> or January 15<sup>th</sup>,

whichever date occurs first following the effective date of the employee's retirement.

## **10.0 SUPERVISION & EVALUATION**

A. Employees shall be evaluated annually during their first three years of employment in the district and every third year thereafter, or more often if necessary as determined by their immediate supervisor. Direct supervisors shall meet with each employee to discuss their written evaluation.

B. Employees on an improvement plan shall not receive an increase in pay.

If, after a period of time, the employee's performance does not improve, notice of termination shall be given.

C. In-Service: All classified staff are encouraged to attend in-service sessions or take courses for professional development as recommended and approved by their immediate supervisor. The district will pay registration fees and employees will be paid their regular hourly rate for time spent attending pre-approved in-service or training sessions outside of their regular work hours. Employees are encouraged to discuss their individual training needs and suggestions with their immediate supervisor.

## **11.0 ASSIGNMENTS, VACANCIES, TRANSFERS, LAYOFFS**

### **11.1 Physical Examination**

Upon initial employment, an employee must have a limited physical examination, including a chest x-ray or TB test, and a physician must certify the employee to be free from communicable disease. The District shall provide for the physical at one of the local clinics at employer expense. The employee may elect to have a physical at another clinic or provider at their own expense.

### **11.2 Job Postings/Vacancies**

A. Any job opening within the hourly employment groups shall be posted for a minimum of five (5) working days. The notice shall include the date of posting, a description of the position available, hours of work, shift, work location, pay range, and the qualifications required for the position. It shall be the responsibility of the employee to check the postings and to apply for the vacant positions.

B. In situations where administration determines that the needs of the students and the district will be best served by doing so, an employee may be reassigned to an open position in lieu of posting the particular vacancy.

- C. An employee who wishes to transfer to a vacant position shall file a written application for the position with the Director of Human Resources or other person designated by the District on the job posting.
- D. Qualified personnel may apply for the vacant position without resigning their present position in the District, and if selected shall retain their seniority within the same classification within their current employee group.
- E. An employee who applies for a vacant position prior to the end of the posting period may be granted an interview for the position, and if qualified, may be awarded the position. The District retains the right to determine the qualifications needed for any vacant position.
- F. The employer may select the best qualified applicant based upon an impartial assessment of the relative ability, training, qualifications, experience, and performance among the applicants. The term applicant refers to internal and external applicants. In the event two or more equally qualified applicants shall apply for a position, the internal applicant will be selected.

### **11.3 Job Changes/Transfers**

When employees within the classified staff move from one position to another, pay and benefits shall be determined as follows:

- A. There shall be no hourly wage increase when employees move between positions within the same classification or pay range. Exceptions may be made at the discretion of the Human Resources Director, based upon experience and qualifications.
- B. When an employee moves into a position that has a higher wage scale than their current position, they shall be placed within the pay range to insure that they have received a pay increase. If the beginning hourly wage for the new position is higher than the employee's current hourly wage, they may be placed at the minimum hourly wage for the new position. If the employee is currently earning more than the beginning hourly wage for the new position, they will be placed higher within the range to insure a pay increase.
- C. If an employee moves from a position that doesn't earn vacation into a position that does earn vacation, they will have to work in the new position for the length of time indicated in order to qualify for vacation. Previous time worked in a position that does not earn vacation will not apply. If, however, an employee has been earning vacation, they will retain their earned vacation and previous time worked will apply toward vacation in the new position.

## 11.4 Lay-Off Language

- A. The District may subcontract for goods and services. No employee will be reduced in regular hours or laid off as a result of the operation of this provision.
- B. The District will, if practicable, give at least thirty (30) calendar days' notice of layoff. The layoff notice shall specify the effective date of layoff.
- C. Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing layoffs.
- D. If layoff becomes necessary, seasonal and temporary employees will be laid off before regular employees.
- E. Layoff decisions shall be based upon the relative ability, training, qualifications, experience, performance, and seniority of the employees within affected classifications. Seniority shall be defined as continuous, permanent employment with the District. An employee's wages shall not be a factor considered in selection for layoff.
- F. Seniority shall be broken if an employee:
  - a. Quits.
  - b. Is discharged.
  - c. Fails to report to work upon expiration of a leave of absence.
  - d. Retires.
  - e. Voluntarily transfers out of a custodial or maintenance position.
  - f. Failure to report to work within the time frame set forth in a recall notice.
- G. An employee who is to be laid off or reduced in hours shall not be allowed to replace (bump) a less senior employee in another classification.
- H. Laid off (full or partial) employees shall not lose any seniority, sick leave, and vacation earned as employees. Fully laid off employees shall not accrue any sick or vacation time. Reduced in time employees shall have all the rights and privileges of full-time employees except that economic provisions will be prorated to be consistent with the portion of a full-time position held.
- I. Employees on lay-off shall be recalled to vacancies in their classification in the inverse order of lay-off. If an employee refuses the position, they shall be removed from the re-call list.
  - a. If the District has a vacant position available for which a laid-off employee is qualified as determined by the District, the employee shall be notified of such position and offered employment in that position, commencing as of the date specified in the notice but no earlier than fifteen (15) days from the date of notice

- b. Employees shall be notified of recall by registered mail. The employee shall respond to the recall within five (5) days of receipt of the notice. It shall be the responsibility of the employee to keep the District advised of their current whereabouts. An employee's failure to respond to the recall will be considered a waiver of that employee's recall rights.
  
- J. Laid-off employees who are eligible may continue group insurance coverage available through the District during the 18-month recall period by reimbursing the District for premium costs. Nothing in this section shall be construed as expanding upon state or federal COBRA rights.
  
- K. No new custodial or maintenance hires will be made by the District while there are custodian or maintenance employees who have been laid off or reduced in hours who are willing, available, and qualified to fill the vacancy.

## **12.0 CRIMINAL BACKGROUND CHECKS/CHARGES/CONVICTIONS – OBLIGATION TO REPORT CRIMINAL RECORD**

### **12.1 Job Applicants**

- A. All individuals applying for employment with the District are required to file in writing, in advance of employment and on forms provided by the District, a statement identifying whether the applicant has been convicted of a misdemeanor or felony in this state or any other state or country; and has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District's performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination. Knowingly falsifying information shall be sufficient grounds for refusal to hire or termination of employment. Omission or withholding of information may be grounds for refusal to hire or termination of employment.
  
- B. Additionally, all persons applying for any position shall be required to agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information. Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks.

### **12.2 Current Employees**

- A. Current District employees shall be required to notify Human Resources as soon as possible, before reporting to their next scheduled day of work but no more than three calendar days after any arrest, indictment, conviction, no contest plea or guilty plea, or other adjudication of the employee for any felony, misdemeanor or

other offense.

- B. Employees are not required to report minor traffic violations. However, for positions requiring driving duties, an offense of operating a vehicle while under the influence, revocation or suspension of a license, and driving after revocation or suspension are required to be reported.
- C. The District shall conduct an annual driver's license record check on all District employees who drive a District vehicle, operate mobile equipment for the District, or transport children. The District may also conduct criminal history and background checks on current District employees as deemed appropriate.
- D. An employee's arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the criminal record information and make related employment decisions in accordance with provisions of the District's current Employee Handbook and applicable legal requirements.

Failure to report under this section may result in disciplinary action, up to and including termination of employment.

WCSD Policies 522, 529, 533.1, 546~~541.1~~, 751.22, ~~752~~

## 13.0 GRIEVANCE PROCEDURE

### 13.1 Definitions:

A grievance shall mean a dispute regarding the application of School Board policies regarding an employee's discipline or termination of employment, or a dispute concerning workplace safety. No grievance shall be processed under this policy unless it is in writing and contains all of the following:

- A. The name and position of the grievant;
- B. a clear and concise statement of the grievance;
- C. the issue involved;
- D. the relief sought;
- E. the date the incident or alleged violation took place;
- F. the specific section of the Policy or workplace safety rule alleged to have been violated; and
- G. the signature of the grievant and the date.
  - a. The term "days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee or his or her classification is scheduled to work.
  - b. A "grievant" is an employee as defined by state statutes governing this grievance procedure. At the grievant's cost and request they may be represented by a person of their choice.

- c. "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.
- d. "Discipline" means oral reprimands (where 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" means discharge from employment. Non-renewals and layoffs (reduction in force) are not considered terminations and are not subject to this procedure.

## 13.2 Procedures:

### First Step

Within fifteen (15) days after the facts upon which the grievance is based or should have reasonably become known the employee shall present the written grievance to their immediate supervisor. The immediate supervisor shall give a written answer within ten (10) days of receipt of the grievance, with a copy to the District Office. An employee who has been notified of termination may process the grievance commencing at Step 3.

### Second Step

If the grievance is not satisfactorily resolved at Step 1, it may be submitted by the grievant to the District Administrator within five (5) days after having received the answer in the First Step. After receipt of the written grievance by the District

Administrator, they or the designated representative of the District Administrator will meet with the grievant in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting, the District Administrator shall respond to the grievance in writing. The District Administrator shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this policy and otherwise properly processed as required by this policy. If the District Administrator is aware of other similar pending grievances, they may consolidate those matters and process them as one grievance.

### Third Step

Upon the written request of the grievant in response to an adverse decision, the decision at the Second Step may be appealed to the District Administrator by a written statement particularly describing the reason for appeal. If the decision at Step 2 is based in whole or in part on the basis of timeliness, scope of the grievance process or other failure of the Grievant to properly follow the process the matter shall be referred to the Board who shall determine whether the matter should be processed further. If the Second Step decision is on the merits of the grievance only the grievance will be referred to an Impartial Hearing Officer (IHO). The IHO will be designated by the District Administrator.

Any costs incurred by the (IHO) will be paid by the School District. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The burden of proof shall be “a preponderance of the evidence”. In termination and discipline cases, the District shall have the burden. In workplace safety cases, the employee shall have the burden. The IHO may request oral or written arguments and replies. The IHO shall provide the parties a written decision. The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add to subtract from or modify the terms of the Board policy or rule that forms the basis for the grievance.

#### Fourth Step

Either party may appeal an adverse determination at Step 3 to the Board of Education, by filing written notice appealing the decision of the IHO in the District Office within ten (10) days of the decision of the IHO. The Board of Education shall within thirty (30) days after submission of the appeal schedule the review of the IHO's decision. The review will be conducted by the Board during a closed session meeting unless an open session is requested by the employee. The Board may make its decision based on the written decision of the IHO or the Board may examine any records, evidence and testimony produced at the hearing before the IHO. A simple majority vote of the Board membership shall decide the appeal within twenty (20) days following the last session scheduled for review. The Board will issue a final written decision which shall be binding on all parties.

### **13.3 Timelines**

Failure to process a grievance by the grievant within the time limit, or agreed upon extensions, shall constitute waiver of the grievance and will be considered resolved on the basis of the District's last answer. Failure of a management representative to meet the time limits shall cause the grievance to move automatically to the next step in the procedure. To encourage that grievances are addressed in a prompt manner the time limits set by this policy are intended to be strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of the parties.

### **13.4 Exclusive Remedy**

This procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with administration and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by administration which has final authority, subject to any applicable Board policy or directive, to resolve the matter.

## 14.0 OTHER DUTIES

### 14.1 Voluntary Special Education Duties/Driving Duties

Staff that voluntarily accept additional hours to transport students in Special Education or under McKinney Vento Act support in school vans or approved personal vehicles shall be paid \$~~39.12~~<sup>38.00</sup> per hour.

Staff that voluntarily accept additional hours to supervise and support students in after school co-curricular activities shall be paid \$~~23.15~~<sup>22.49</sup> per hour.

### 14.2 School Bus Driving

Staff that have a CDL permitting school bus operation may drive for the WCSD bus service and simultaneously be paid for their regularly scheduled daily work hours and as a bus driver for the service. Supervisors must approve of these schedule arrangements in advance and not all positions will be eligible due to student care responsibilities.

The district will also provide a \$500 bonus to any staff person that earns their CDL and/or becomes a bus driver for the WCSD bus service after 90 days of driving services.

## 15.0 SPECIAL EDUCATION PROGRAM AIDE LICENSE

Effective for licenses obtained or renewed on July 1, 2023 or later

### 15.1 Initial Licensure Upon Hire

Staff hired to work as special education para educators can submit for WI licensure fee reimbursement after working for WCSD for 90 days.

### 15.2 Licensure Renewal – Returning Staff

Returning staff hired to work as special education para educators can submit for licensure fee reimbursement after incurring such fees. Reimbursement will be via the Accounts Payable office.

# Your Employee Rights Under the Family and Medical Leave Act

## What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

## Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

## How do I request FMLA leave?

Generally, **to request FMLA leave you must:**

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

## What does my employer need to do?

If you are eligible for FMLA leave, your **employer must:**

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing:**

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

## Where can I find more information?

Call **1-866-487-9243** or visit [dol.gov/fmla](http://dol.gov/fmla) to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



**WAGE AND HOUR DIVISION**  
UNITED STATES DEPARTMENT OF LABOR



## Appendix B Administrative Assistant Job Titles and Pay Ranges

\*AA = Administrative Assistant

Years of Experience	AA - Attendance AA - Guidance Receptionist	AA-Asst. Principal AA-Principal Receptionist/AA-Asst. HS Principal	AA-Activities Director AA-Director of Student Services AA-Data and Scheduling AA-Director of Building/Grounds AA-Director of Human Resources AA-Director of Instruction AA-Director of Special Education AA-Director of Technology AA-Director of Business Services AA-Summer School District Receptionist/AA-Auxiliary Serv	Accounting Specialist Accounts Payable Specialist AA-Superintendent District Registrar Employment & Benefits Specialist Payroll Specialist Payroll & Benefits Specialist Grant Specialist Special Ed Compliance Specialist
Minimum	\$21.27	\$24.30	\$27.36	\$31.24
1 Year	\$21.85	\$24.94	\$28.09	\$32.08
2 Years	\$22.43	\$25.58	\$28.82	\$32.92
3 Years	\$23.01	\$26.22	\$29.55	\$33.76
4 Years	\$23.59	\$26.86	\$30.28	\$34.60
5 Years	\$24.17	\$27.50	\$31.01	\$35.44
6 Years	\$24.46	\$27.82	\$31.37	\$35.86
7 Years	\$24.75	\$28.14	\$31.73	\$36.28
8 Years	\$25.04	\$28.46	\$32.09	\$36.70
9 Years	\$25.33	\$28.78	\$32.45	\$37.12
10 Years	\$25.62	\$29.10	\$32.81	\$37.54
11 Years	\$25.91	\$29.42	\$33.17	\$37.96
12 Years	\$26.20	\$29.74	\$33.53	\$38.38
13 Years	\$26.49	\$30.06	\$33.89	\$38.80
14 Years	\$26.78	\$30.38	\$34.25	\$39.22
15+ Years	\$27.07	\$30.70	\$34.61	\$39.64

## Appendix C Custodial and Maintenance Job Titles and Pay Ranges

Years of Experience	Custodian Courier	Head Custodian	Maintenance HS Head Custodian	Electrician Plumber
Minimum	\$21.35	\$27.26	\$28.66	\$35.63
1 Year	\$21.67	\$27.86	\$29.43	\$36.60
2 Years	\$22.00	\$28.46	\$30.20	\$37.57
3 Years	\$22.32	\$29.06	\$30.97	\$38.54
4 Years	\$22.64	\$29.66	\$31.74	\$39.51
5 Years	\$22.96	\$29.96	\$32.51	\$40.48
6 Years	\$23.24	\$30.56	\$32.90	\$40.96
7 Years	\$23.52	\$30.86	\$33.29	\$41.44
8 Years	\$23.80	\$31.16	\$33.68	\$41.92
9 Years	\$24.08	\$31.46	\$34.07	\$42.40
10 Years	\$24.36	\$31.76	\$34.46	\$42.88
11 Years	\$24.64	\$32.06	\$34.85	\$43.36
12 Years	\$24.92	\$32.36	\$35.24	\$43.84
13 Years	\$25.20	\$32.66	\$35.63	\$44.32
14 Years	\$25.48	\$32.96	\$36.02	\$44.80
15+ Years	\$25.76	\$33.26	\$36.41	\$45.28

## Appendix D Classified Staff Job Titles and Pay Ranges

Years of Experience	LMTC Assistant Para Educator-Regular	Health Assistant Technology Assistant	Para Educator-Special Education/ELL	Copy Clerk Crossing Guard
Minimum	\$20.62	\$20.97	\$21.96	\$21.20
1 Year	\$21.12	\$21.47	\$22.47	\$21.80
2 Years	\$21.62	\$21.97	\$22.97	\$22.40
3 Years	\$22.12	\$22.47	\$23.47	\$23.00
4 Years	\$22.62	\$22.97	\$23.97	\$23.60
5 Years	\$23.12	\$23.47	\$24.47	\$24.20
6 Years	\$23.38	\$23.73	\$24.73	
7 Years	\$23.64	\$23.99	\$24.99	
8 Years	\$23.90	\$24.25	\$25.25	
9 Years	\$24.16	\$24.51	\$25.51	
10 Years	\$24.42	\$24.77	\$25.77	
11 Years	\$24.68	\$25.03	\$26.03	
12 Years	\$24.94	\$25.29	\$26.29	
13 Years	\$25.20	\$25.55	\$26.55	
14 Years	\$25.46	\$25.81	\$26.81	
15+ Years	\$25.72	\$26.07	\$27.07	

## Appendix E True Time

### HOURLY STAFF - TRUE TIME

#### Skyward Abbreviated Instructions

To report time worked, as well as submitting weekly time sheets.

#### **Reporting time worked is often referred to as “Punching In / Punching Out”:**

Devices to use to complete this action are:

- A computer
- Skyward Mobile Access (mobile device)

#### **Punch in / out as follows:**

Beginning of Day: In

Lunch Start: Lunch

Lunch End: In

End of Day: Gone

#### **Submit Timesheet at end of each week:**

It is the employee's responsibility to submit their timesheet to their True Time approver / supervisor at the end of each workweek. A workweek consists of Sunday 12:00 AM through Saturday 11:59 PM. Timesheets need to be submitted by no later than 8:00 AM Monday morning.

#### **Denied timesheet:**

If your True Time approver / supervisor denies your timesheet, you will receive an email indicating denial. You will need to figure out why it was denied, make the edits and submit again in a timely manner (Monday for the previous week).

For assistance, please visit the Human Resources (For Staff) website, or send an email to your True Time approver / supervisor.

## **Appendix F**

### **Alternative Benefit Plan [ABP] in Lieu of Health Insurance**

#### **Custodial & Maintenance Employee Group**

The Alternative Benefit Plan (ABP) is maintained under the District's IRS Section 125 Cafeteria Plan. If an employee is eligible for health insurance from the District and can demonstrate they have health insurance coverage by a health insurance policy outside of the District, the employee may choose to waive District health insurance coverage. The employee may then choose to accept a "cash in lieu" payment through the Alternative Benefit Plan (ABP). It is the employee's responsibility to enroll with the Human Resources Department for this benefit including: electing cash in lieu (ABP) at the time of employment, when eligible to enroll due to a qualifying event occurring mid-plan year, and annually at the district's annual open enrollment if choosing to maintain the ABP benefit. The cash payment amount for full-time (8 hours per day) is \$~~455~~<sup>437</sup> per month.

Once an employee opts to enroll in either the Section 7.4 ABP benefit or Section 7.5 FRA benefit, the employee forfeits the eligibility to transition between the ABP and FRA benefits. This restriction is in place as the employee would not fulfill the criterion for a health insurance tier level change from being enrolled in District health insurance to waiving it.

## **Appendix G**

### **Benefits and Insurance Legacy Language**

#### **Health Insurance**

Employees who work less than 30 hours and were employed by the district prior to July 1, 2015 and were enrolled in the district's health insurance prior to July 1, 2015 shall be legacied in, as long as allowable by applicable employment law.

#### **Dental, Life, Short-Term Disability and Long-Term Disability Insurances**

Employees who work less than 30 hours and were employed by the district prior to July 1, 2023 and were enrolled in the district's dental, life, short-term disability and long-term disability insurances prior to July 1, 2023 shall be legacied in, as long as allowable by applicable employment law.

## Appendix H Title IX Notice

The Board of the Waunakee Community School District does not discriminate on the basis of sex in its education program or activity and is required by Title IX and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The District's Title IX Coordinator(s) is/are:

Director of Human Resources, Waunakee Community School District. 905 Bethel Circle,  
Waunakee, WI 53597

Brian Grabarski, 608.849.2000, ext. 8167 [briangrabarski@waunakee.k12.wi.us](mailto:briangrabarski@waunakee.k12.wi.us)

Director of Special Education, Waunakee Community School District. 905 Bethel Circle,  
Waunakee, WI 53597

Tiffany Loken, 608.849.2000, ext. 8268 [tiffanyloken@waunakee.k12.wi.us](mailto:tiffanyloken@waunakee.k12.wi.us)

Any inquiries about the application of Title IX and its implementing regulations to the District may be referred to the Title IX Coordinator(s), the Assistant Secretary for the U.S. Department of Education's Office for Civil Rights, or both.

The Board has adopted a grievance process and procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process and procedures are included in Policy 413/513 Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available at: <https://www.waunakee.k12.wi.us/board/policies>

The grievance process and procedures specifically address how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the District will respond.

*The contents of this handbook are presented as a matter of information only. The procedures described are not conditions of employment. The school district reserves the right to modify, revoke, suspend, terminate, or change any or all such procedures, in whole or in part, at any time with or without notice. The language which appears in this handbook is not intended to create, nor is it to be construed to constitute, a contract between the school district and any one or all of its employees or a guarantee of continued employment.*

*Notwithstanding any provisions of this handbook, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this handbook or individual contract.*

*The Waunakee School District is an equal opportunity employer and does not discriminate against any individual on the basis of age, race, religion, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, gender identity, transgender status, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political or religious affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law, or according to District policy.*

*Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.*