

## NOTICE

**SCHOOL DISTRICT OF NEW GLARUS  
BOARD OF EDUCATION  
HANDBOOK & PERSONNEL COMMITTEE MEETING  
MONDAY, SEPTEMBER 9, 2019  
HIGH SCHOOL CONFERENCE ROOM  
6:45 PM**

## AGENDA

- I. **CALL MEETING TO ORDER - LARRY STUESSY**
- II. **EMPLOYEE HANDBOOK - TEACHERS - SECTIONS 5.02 AND 5.03** 2
- III. **EMPLOYEE HANDBOOK - SUPPORT STAFF - SECTION 3.02** 59
- IV. **BOARD GOAL - RECRUIT HIGH QUALITY STAFF**
- V. **BOARD GOAL - RETAIN HIGH QUALITY STAFF**
- VI. **ADJOURN**

### POSTED :

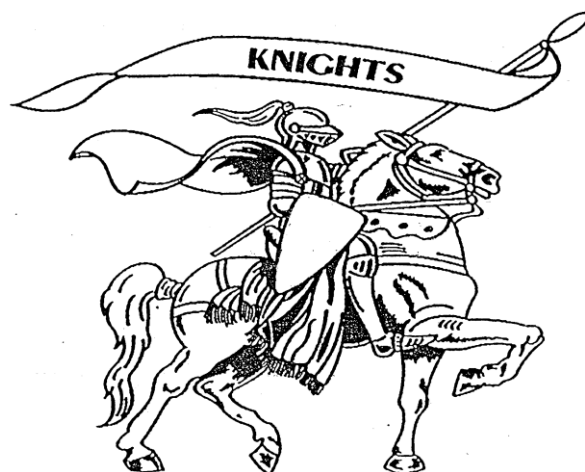
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NG ELEMENTARY SCHOOL  
NG POST OFFICE  
BANK OF NEW GLARUS  
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MARINE CREDIT UNION

PUSUANT TO APPLICABLE LAW, NOTICE IS HEREBY GIVEN THAT A QUORUM OR A MAJORITY OF THE NEW GLARUS SCHOOL DISTRICT COMMITTEE MEMBERS MAY ATTEND THIS MEETING. INFORMATION PRESENTED AT THIS MEETING MAY HELP FORM THE RATIONALE BEHIND FUTURE ACTIONS THAT MAY BE TAKEN BY THE NEW GLARUS SCHOOL DISTRICT BOARD. UPON REQUEST TO THE DISTRICT OFFICE, SUBMITTED TWENTY-FOUR (24) HOURS IN ADVANCE, THE DISTRICT SHALL MAKE REASONABLE ACCOMODATIONS INCLUDING THE PROVISION OF INFORMATIONAL MATERIAL IN AN ALTERNATIVE FORMAT FOR A DISABLE PERSON TO BE ABLE TO ATTEND THIS MEETING. THIS AGENDA IS PRELIMINARY AND MAY BE MODIFIED OR SUPPLEMENTED TO PROVIDE THE FINAL AGENDA AND NOTICE FOR THIS MEETING. THE FINAL AGENDA WILL BE POSTED AND DISTRIBUTED AS REQUIRED BY CHAPTER 19 OF THE WISCONSIN STATUTES.

# **SCHOOL DISTRICT OF NEW GLARUS**

## **EMPLOYEE HANDBOOK**

**JULY 1, 2019**



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## **DISTRICT'S MISSION STATEMENT**

**The School District of New Glarus is a community committed to excellence in education and to providing equal opportunity and an appreciation of diversity among all students. We promote a love for life-long learning and the development of responsible citizens in a global society. We recognize the importance of a blend of academic and co-curricular activities as a means of developing the whole student.**

**We pursue these goals from a background of strong values and cultural heritage. Our District depends on a collaborative community to support the achievement of our vision, and we are committed to developing the relationships and resources to achieve these goals. The District serves as a foundation for the future success of our students.**

**PART I -  
PROVISIONS  
APPLICABLE TO ALL  
STAFF**

## SECTION 1 - PREAMBLE AND DEFINITIONS

### 1.01 About this Handbook

- A. Employees Covered: This *Handbook* is provided as a reference document for the New Glarus School District's (hereinafter referred to as "District") employees.
- B. Disclaimer: The contents of this *Handbook* are intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this Handbook should not be considered all-inclusive. The District has the discretion to modify, revoke, suspend, terminate, or change any or all such plans, policies, or 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 District and anyone or all of its employees or a guaranty 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 in an individual employment contract. In case of a direct conflict between this *Handbook*, rules, regulations or policies of the Board and any specific provisions of an individual employment contract or collective bargaining agreement, the individual employment contract or collective bargaining agreement shall control.
- C. If any provision or section within this *Handbook* is held to be invalid by operation of law, the remainder of this *Handbook* shall not be affected thereby. Any change in the law will impact the operation and enforcement of the provisions of this *Handbook* by modifying the provisions to conform to the law.
- D. The District has the right to interpret and apply the provisions of this *Handbook* in its discretion and as it deems appropriate as an essential management right and to determine whether specific circumstances require deviation from its terms.

### 1.02 Definitions

- A. Administrative Employees: "Administrative Employees" are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. Regular Employees: "Regular Employees" are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
  - 1. Full-time School Year Employee: "Regular full-time employees" are defined as one who is scheduled to work forty (40) or more hours per week for a school year.
  - 2. Full-time Calendar Year Employee: "Regular full-time employees" are defined as one who is scheduled to work forty (40) or more hours per week for a calendar year.
  - 3. Part-time School Year Employee: "Regular part-time employees" are defined as one who is scheduled to work a school year or more, but less than forty (40) hours per week for a school year.
  - 4. Part-time Calendar Year Employee: "Regular part-time employees" are defined as one who is scheduled to work a school year or more, but less than forty (40) hours per week for a calendar year.
- C. Summer School Employees: A "summer school employee" is defined as an employee who is hired to work for the District during the summer school session.
- D. Substitute Employees: "Substitute Employees" are defined as persons hired to replace a regular employee during the regular employee's absence.
- E. Teachers: "Teachers" are defined as persons hired under a contract pursuant to § 118.21, Wis. Stats.
- F. Temporary Employees: "Temporary Employees" are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.
- G. Coaches: Coaches are persons hired to fill a coach vacancy for a specific sport(s). Coaches may be employed by the District in another capacity. In that case, the hours worked by the employee as a coach are not counted for purposes of the employees' classification as a full-time or part-time employee.

### **1.03 General Personnel Policies**

This Employment Handbook is subservient to, and does not supersede, the provisions set forth in Board policies.

## **SECTION 2 - EMPLOYMENT LAW**

### **2.01 Equal Opportunity**

The District complies with laws that prohibit discrimination on the basis of age, race, religion, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, 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 non-working 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.

### **2.02 Reasonable Accommodation**

In accordance with federal and state laws, the District provides reasonable accommodation to known physical or mental limitations of an otherwise qualified employee with a disability unless the accommodation would impose an undue hardship on the District. Reasonable accommodation may be, depending on the circumstances, modification or adjustment to a job, the work environment, or the way things usually are done that enables an employee with a disability to perform the essential functions of a job, and to enjoy equal benefits and privileges of employment. Reasonable accommodation may also include a leave of absence or modified work schedule.

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with Board policy, to the extent permitted by law. The District may require a physician's statement documenting the need for the requested accommodation. The District may also require a physician's statement documenting the employee's ability to return to work and perform the essential functions of the position in question. Not every accommodation proposed by an employee and his or her physician will be deemed reasonable by the District. Moreover, the District will not provide reasonable accommodations that create an undue hardship for the District.

### **2.03 Equal Opportunity Complaints**

The District encourages informal resolution of complaints under this provision. A formal complaint resolution procedure is available in the Board policies, however, to address allegations of violations of the provision in the District.

### **2.04 Employment of Minors**

No one under eighteen (18) years of age will be employed without providing proper proof of his or her age. Minors will be employed only in accordance with state and federal laws and Board policies.

### **2.05 Harassment and Bullying**

Sexual harassment, harassment based upon an individual's membership in a protected class and discrimination based upon an individual's membership in a protected class are not only violations of federal and state law, but also not tolerated in the District. As such, the District will take all necessary and appropriate actions to eliminate harassment from the workplace.

It is the policy of the School District of New Glarus to maintain a work environment free of discrimination and harassment.

#### Definition of Sexual Harassment

Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other unwelcome verbal, physical or visual conduct of a sexual nature when: (a) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment; (b) submission to or rejection of that conduct or communication is used as

a factor for any employment decision affecting an individual; or (c) that conduct or communication substantially interferes with an individual's employment. Specific examples include, but are not limited to, the following:

- Making unwelcome requests for sexual favors; lewd or derogatory comments or jokes; comments regarding sexual behavior or the body of another employee; use of offensive or demeaning terms that have sexual connotations; and other vocal activity such as catcalls or whistles.
- Showing or sending materials that have a sexual content or are of a sexual nature (such as obscene letters, notes, invitations, photographs, cartoons, articles, etc.) either by e-mail, interoffice mail, Internet or otherwise, to employees who may find such materials offensive.
- Making unwelcome suggestions regarding, or invitations to, social engagements or work-related social events, especially after being informed that the invitations are unwelcome.
- Retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to the District or any government agency.
- Expressly or impliedly indicating that an employee's job security, job assignments, conditions of employment, or opportunity for advancement may depend on the granting of sexual favors.
- Engaging in objectionable physical closeness, behavior, actions, or contact, including touching, assault, or blocking or impeding movements.
- Deliberately or carelessly creating an atmosphere of sexual harassment or intimidation.

The District has the discretion to determine whether particular conduct violates this provision or is otherwise inappropriate.

#### Other Unlawful Harassment

Harassment is defined as: Unwanted, deliberate or repeated unsolicited comments (oral or written), gestures, graphic material, physical contacts, verbal/nonverbal or physical conduct directed to an individual because of his or her membership in a protected class constitute harassment when this conduct:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working or educational environment; or
2. Has the purpose or effect of unreasonably or substantially interfering with an individual's work or student's performance in school, including his or her performance in curricular, extracurricular, and nonacademic activities; or
3. Otherwise adversely affects an individual's employment or a student's opportunities in curriculum, extracurricular, and nonacademic activities; or
4. Submission to the conduct is made either explicitly or implicitly, a term or condition of an individual's employment; or a student's opportunity to obtain an education; or
5. Submission to or rejection of the conduct by an individual is used as the basis for employment decisions affecting the individual or as a factor in decisions affecting the student's education; or
6. Is sufficiently severe, persistent or pervasive that it adversely affects (a) a student's ability to participate in or benefit from an educational program or activity or (b) an individual's ability to work.

Harassment based on anyone's protected class is against the law. The District also prohibits this type of unlawful discriminatory harassment. Such behavior includes words or actions that are offensive to another based on sex, race, age, religion, color, creed, disability, sexual orientation, marital status, arrest or conviction record, national origin, or any other protected class. The District does not tolerate any form of harassment, whether it comes from supervisors, fellow employees, vendors, or any other party.

Each employee is expected to treat other employees with respect and to report immediately any suspected sexual harassment or other unlawful harassment.

#### Reporting Harassment

Any employee who believes he or she has been subjected to possible sexual harassment or other unlawful harassment has the right to immediately demand that the person stop at once. The employee should promptly

report the conduct to his or her supervisor. If the employee feels that reporting suspected harassment to his or her supervisor is not effective or possible, or if the supervisor is participating in the suspected harassment, he or she may speak with an administrator, or the District Administrator. In the event that the alleged harassment involves the District Administrator, an employee should report the conduct to an administrative or Board official.

The District will investigate all claims of harassment and appropriate action will be recommended. Confidentiality will be maintained as much as possible during the investigation.

### Non-Retaliation

No retaliation of any kind will occur because of reporting an incident of suspected sexual harassment or other unlawful harassment. An employee should immediately report any incident of further harassment or retaliation to his or her supervisor, or if the supervisor is participating in the harassment or retaliation, he or she may speak with an administrator, the District Administrator, or, if the alleged retaliation involves the District Administrator, an administrative or Board official.

## **2.06 Family and Medical Leave Act**

See the Human Resource Director for the District Family and Medical Leave Act (FMLA) policy.

Federal FMLA Poster:

<http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

Wisconsin FMLA Poster:

[http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_7983\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf)

## **SECTION 3 - GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS**

### **3.01 District Expectations**

The District expects its employees to produce quality work, maintain confidentially, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

The District expects employees to comply with the standards of conduct set out in Board policies, this *Handbook*, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. The District expects employees to adhere to the directives issued by their supervisors. Violation of any policies, regulations, *Handbook* provisions, guidelines, and/or directives may result in disciplinary action, including termination of employment.

The delineation of general employment practices and expectations in Section 3 of this *Handbook* is for informational purposes and is not intended to be an exhaustive list of all employment expectations that may be found in other applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

### **3.02 Accident/Incident Reports**

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports must cover property damage as well as personal injury. A completed accident report form must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday. In the event of a work-related accident or injury, a completed "Employers First Report of Injury or Disease" must be submitted to Human Resources. See, Part I, Section 8.

### **3.03 Attendance**

In order for the District to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may only be taken during times designated by the employee's supervisor/building administrator and as further specified in other parts of this *Handbook*. Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator.

Employees who are unable to report to work shall follow the applicable procedures for reporting his or her absence.

**Teachers, Special Education Assistants and Teaching Assistants:** If prior to 7:00 a.m., on the day of the absence must call in (1-800-942-3767) or log in to ([www.aesopeducation.com](http://www.aesopeducation.com)) to the AESOP absence reporting and substitute placement system. If after 7:00 a.m., on the day of the absence, the building secretary must be called. If possible, such notification should be made the evening prior to the time of absence. This will help to provide time for obtaining a substitute teacher.

**All other regular employees:** The employee must contact their immediate supervisor as well as the building secretary by the beginning of their work day. The employee must enter the time off request into “Employee Access” the day they return to work.

Any time spent not working during an employee’s scheduled day must be accounted for in the appropriate system. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated. Employees must notify the District and provide adequate notice of an absence, cannot incur unexcused absences and return to work the day following the expiration of an authorized leave of absence.

Absence is defined as failing to report to work for a scheduled shift or workday without having secured preapproved leave. An employee who incurs five (5) unexcused absences without providing adequate notice to the District in any 12-month period will be terminated for excessive absenteeism.

Employees who will be tardy must call their immediate supervisor prior to the start of the work day, unless it is an emergency. Employees may not have excessive tardies. Tardiness is defined as failing to report to work at the scheduled start time of an employee’s shift or workday, including failing to report back to work on time after a scheduled lunch or break period, without having preapproval to report late from an immediate supervisor. Tardiness may also include any instances where an employee has punched in at the start of his or her scheduled shift or workday, but who is not prepared to actually begin working at that time.

The District has the discretion to waive enforcement of these rules in very limited circumstances as may be necessary to provide a reasonable accommodation for a qualified individual with a disability under the Americans with Disabilities Act.

### **3.04 Bulletin Boards**

The District shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with Board policy and applicable law. All distributed and posted materials shall be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any Board policies or law. The District Administrator and/or his or her designee may remove material from the bulletin board(s) at his or her discretion.

### **3.05 Child Abuse Reporting**

Any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, have an obligation to report such suspicion. The employee shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department child welfare of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.

Green County Human Services: 608-328-9393

New Glarus Police Department: 608-527-2145

### **3.06 Communications**

The District is committed to providing technology resources to communicate effectively. Employees are expected to abide by the attached district communication policies.

### **3.07 Confidentiality**

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in District policy. The law and respect for our students require that pupil information may only be discussed with the student, his or her parents/guardians and District employees, who need to know the information. Disclosing pupil information to anyone else is a violation of the law and a violation of the District's expectations. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for pupil information and/or District records shall be referred to the appropriate administrator.

### **3.08 Conflict of Interest**

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated.

### **3.09 Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record**

All District employees shall notify their immediate supervisor or administrator as soon as possible, but no more than three (3) calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee, whichever occurs first for any felony and any of the other offenses as indicated below:

- a. crimes involving school property or funds;
- b. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- c. crimes that occur wholly or in part on school property or at a school-sponsored activity;
- d. crimes that involve minors, including, but not limited to current or former students enrolled in the District;
- e. crimes referenced in Wis. Stat. § 115.31; and/or
- f. immoral conduct as defined in Wis. Stat. § 115.31.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses (e.g., speeding, parking, seatbelt violations, etc.). However, the District does not classify an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension as a minor traffic offense. Such report shall be made as soon as possible, but in no circumstance more than three (3) calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees.

An arrest or indictment shall not be an automatic basis for an adverse employment action. However, if the offense giving rise to the arrest or indictment is a felony and/or substantially related to the circumstances of the employee's job. If the arrest or indictment relates to a pending criminal charge, the District may suspend the employee. Arrests or indictments for which criminal charges were dismissed shall not be the basis for adverse employment actions.

Conviction of a crime shall not be an automatic basis for an adverse employment action. The District may consider factors including the following, in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District: (1) the nature and gravity of the offense or conduct; (2) the time that has passed since the offense, conduct and/or completion of the sentence; (3) the nature of the position to which the employee is assigned; and (4) (for-non-felonious crimes only) the relationship between the offense and the position to which the employee is assigned.

Nothing in this provision shall prohibit the District from placing an employee on administrative leave based upon an arrest, indictment or conviction.

### **3.10 District Property**

Employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited to: employee identification badges and the key card for building entry. District equipment borrowed for short term use must be returned the first work day after project completion.

### **3.11 Drug-, Alcohol-, and Tobacco-Free Workplace**

The District seeks to provide a safe drug-free workplace for all of its employees.

- A. Prohibited Acts - Drugs and Alcohol: The manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, distribute, or be under the influence of any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for students on school-sponsored trips. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, or in the presence of students while on school premises or during school-related activities. § 120.12(20), Wis. Stats.
- C. Drug-Free Awareness Program: The District shall distribute drug-free awareness information to employees regarding the dangers of drug abuse in the workplace, the Board policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. (See Policy 522.1, Drug-Free Workplace and 41 U.S.C. § 702(a) (1)).
- D. Testing and Requirements: When the District has reasonable suspicion that an employee is violating Paragraph A, above, the District may require the employee to submit to testing for illicit drugs and/or alcohol. Employees required to possess a commercial driver's license may be required to undergo drug testing in accordance with relevant law, Board policy, and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the "Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures."
- E. Consequence for Violation: In addition to sanctions outlined in section 3.01, additional sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, and referral to appropriate law enforcement officials for prosecution.

### **3.12 Employee Identification Badges**

The District shall provide employees with an employee identification badge. Employee identification badges allow students, parents, coworkers, vendors and the public to know who employees are. They are an important part of providing a secure environment for our students. Employees must wear their employee identification badges in a visible spot during their contracted work time.

### **3.13 False Reports**

An employee shall not make false reports or statements arising out of or related to or arising out of his or her employment with the District. This provision applies to verbal and written reports and statements. Such reports and statements include but are not limited to the following: accident reports, attendance reports, insurance reports, physician's statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports.

### **3.14 Financial Controls and Oversight**

Any employee who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, and/or local law enforcement. Reports of suspected fraud or financial impropriety shall be processed and investigated in a manner that gives appropriate consideration to the confidentiality of these matters. However, limited disclosure may be necessary to complete a full investigation or to comply with law. Neither the Board nor any District employee shall unlawfully retaliate against a person who, in good faith, reports perceived fraud or financial impropriety.

### **3.15 Fraud and Financial Impropriety**

The District prohibits fraud and financial impropriety, in the actions of its Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

Fraud and financial impropriety shall include but is not be limited to the following:

1. forgery or unauthorized alteration of any document or account belonging to the District;
2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
4. impropriety in the handling of money or reporting of District financial transactions;
5. profiteering as a result of insider knowledge of District information or activities;
6. unauthorized disclosure of confidential or proprietary information to outside parties;
7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or Board policy;
9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
10. failure to provide financial records required by state or local entities;
11. failure to disclose conflicts of interest as required by law or Board policy;
12. disposing of District property for personal gain or benefit and,
13. any other dishonest act regarding the finances of the District.

Fraud Investigations: When circumstances warrant, the Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

### **3.16 Gambling**

Illegal gambling while on school premises and/or while performing services for the District is prohibited.

### **3.17 Gifts and Sale of Goods and Services**

- A. Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this provision for an employee to receive incidental entertainment, food, refreshments, meals, or similar amenities, that are provided in connection with a work-related activity where such incidentals primarily facilitate the employee's attendance at and participation in the activity, and, therefore, primarily benefit the District. Exceptions to this provision are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers may accept only gifts of token value from students.

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit

of the District must be referred to Administration for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value must be graciously declined.

- B. Sale of Goods and Services: No District employee may receive for his or her personal benefit anything of value from any person other than the District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of the District or at an activity of the District. § 118.12, Wis. Stats.

### **3.18 Honesty**

Honesty is a core value in the District. An employee shall be honest and trustworthy in all aspects of his or her work with the District, including in verbal statements, written documents, and electronic media.

### **3.19 Investigations**

- A. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his or her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph "B". An employee must volunteer such information, or the employee's failure may constitute "insubordination."
- B. Investigation interplay with potential criminal conduct: If the alleged misconduct being investigated by the District may constitute criminal conduct by the employee, the employee may be provided with a Garrity warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- C. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

### **3.20 Licensure/Certification**

Each employee who is required to hold a specific license or certification by law or by Board policy must provide the District with a copy of the current license or certificate to be maintained in his or her personnel file. Employees are expected to know the expiration date of their license/certification and meet the requirements for continued licensure or certification in a timely manner. A teaching contract with any person not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts or Letter of Assignments (and thus the employment relationship) shall terminate if, and when, the employee's certification / licensure terminates.

### **3.21 Nepotism**

Applicants for employment in the District shall be selected without regard to a familial relationship which they may have with a current employee of the District. However, to avoid possible conflicts of interest, an employee who is related to another employee or applicant, by blood or marriage, shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.

### **3.22 Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel Reimbursement**

- A. Allowances or Mileage Reimbursement: All employees who are required to drive a District vehicle, operate mobile equipment, or who receive a District travel allowance or mileage reimbursement, even on a periodic basis, as part of the employee's assigned duties for the District, must undergo an annual driver's license record check. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, trenchers, and golf carts.
- B. Notice of Traffic Violations: All employees who are required to drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement, even on a periodic basis, must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. It is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle.

- C. Commercial Driver's License (CDL): In addition to the notice requirements above, a CDL driver must notify his or her employer, in writing and within thirty (30) calendar days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.
- D. Personal Transportation Utilized for School Use
  - 1. Car Insurance

Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$500,000 combined single limit (CSL) liability, \$250,000/\$500,000 bodily injury and \$100,000 property damage. A minimum of private car transportation will be utilized. Employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle.
  - 2. Personal Vehicle Reimbursement

Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District, in its discretion, provided the District's maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of five hundred dollars (\$500.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.
  - 3. All transportation will be done in accordance with Board policy.

### **3.23 Outside Employment**

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties. The District shall have the discretion to determine whether outside employment interferes with the employee's assigned duties. The School Board expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment.

### **3.24 Personal Appearance/Staff Dress Code**

District employees are judged not only by their service but also by their appearance. It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene. Remember, to our students, parents and the public, employees represent the District.

The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere. All employees must wear name badges.

Appropriate safety gear shall also be worn at all times as deemed necessary. Any designated employees (e.g. custodial, cleaning, maintenance, transportation, food service et al), shall not wear open-toed or slip-on shoes during regular work hours. The food service department must adhere to the dress code set forth by the Food Service Management Firm.

### **3.25 Personal Property, Work Spaces, Including Desks, Lockers, etc.**

Employees have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may, at any time and in its sole discretion, conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked.

Employees have no expectation of privacy to items maintained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within an employee's personal property, e.g. purse, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.

### **3.26 Personnel Files**

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his or her personnel file, while in the presence of the administrator or his designee. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in § 103.13(6), Wis. Stats., upon payment of the actual cost for making such a copy, as identified in Board Policy.

If the request to review personnel records is pursuant to an active grievance filed by that employee, the District will provide copies of the records to the employee, at the employee's expense, and the employee and his or her representative may examine the copies outside of the presence of the administrator/records custodian.

After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.

### **3.27 Personnel – Student Relations**

All District personnel must recognize and respect the rights of students, as established by local, state, and federal law, and Board policies. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form (or seek to form) inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

The Board fully supports the right and desire of teachers to maintain a proper disciplinary atmosphere in all classrooms.

### **3.28 Political Activity**

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

- A. No employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, political topics.
- B. During established hours of employment or while an employee is engaged in his or her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a "political purpose" includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.

- C. No employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District's policies regarding facilities use by third parties.
- D. No employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- E. This section does not apply to the provision of information by school employees in connection with any election, referendum or legislation where authorized by the school board or District Administrator and where consistent with legal limitations on the use of public funds and school District resources.

### **3.29 Severance of the Employment Relationship**

The following is a non-exhaustive list of the events that will sever an employee's employment relationship with the District:

- A. Termination of employment pursuant to the terms of this *Handbook* and/or the employee's individual contract [if any];
- B. Voluntary resignation;
- C. Resignation in lieu of termination or non-renewal;
- D. Retirement;
- E. Non-renewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
- F. Failure to return to work following an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer [only applicable to employees where a reemployment process is expressly provided for in other sections of this *Handbook*];
- G. The conclusion of the reemployment period [only applicable to employees where a reemployment process is expressly provided for in other sections of this *Handbook*];
- H. Failure to return to work the day following the expiration of an authorized leave of absence;
- I. The completion of a temporary, summer, coaching or substitute assignment; and/or
- J. Job abandonment.

### **3.30 Solicitations**

Individuals, groups and organizations often wish to solicit employees to support a particular activity or organization. This solicitation may be charitable, political or for other purposes. All solicitations of employees on District premises or during school-sponsored events must be approved in advance by the administration and be consistent with Board Policy.

### **3.31 Employee (Whistleblower) Protection**

The District encourages and enables all individuals to raise serious concerns or reports of misconduct within the organization for investigation and appropriate action.

### **3.32 Workplace Safety**

- A. Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees must know the following: (1) Location of fire alarms and fire extinguishers; (2) evacuation routes; and (3) whom to notify in case of fire.
- B. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees must not risk their safety in fighting fires.

- C. Protection of Staff: An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the District Administrator or his or her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.
- D. Notification of Safety and Health Standards: § 101.55, Wis. Stats. requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter.
- E. The District shall not discriminate against or terminate any employee for exercising any right afforded by this section. An employee may file a grievance under Part I, Section 5 of this *Handbook* and Board policy to address the workplace safety issues as defined in subsection F, below. The employee may, in his or her discretion also file a complaint with the state Division of Equal Rights within thirty (30) calendar days if the employee believes a violation of the first sentence of this paragraph occurred.
- F. Weapons Prohibition: Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: §§ 120.13(1), 948.60, .605, .61, Wis. Stats.
  1. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this provision (e.g., law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty).
  2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.
  3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the District Administrator. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.
- G. 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 and student must follow proper procedures.

### **3.33 Violence in the Workplace**

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. A violation may also be referred to law enforcement.
- B. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
  1. Assault or battery.
  2. Blatant or intentional disregard for the safety or well-being of others.
  3. Commission of a violent felony or misdemeanor.
  4. Dangerous or threatening horseplay or roughhousing.
  5. Direct threats or physical intimidation.
  6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
  7. Physical restraint, confinement.

8. Possession of weapons of any kind on District property [see Part I, Section 3.33].
  9. Stalking.
  - 10.
  11. Any other act that a reasonable person would perceive as constituting a threat of violence.
- C. **Reporting Procedure:** An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/her from immediate harm, such as leaving the area.  
  
If the situation is not one of immediate danger and if the immediate danger is resolved, the employee shall report the incident to the appropriate supervisor or his or her designee as soon as possible and complete.
  2. An employee who has received a restraining order, temporary or permanent, against an individual who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his or her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.
- D. **Investigation and Investigation Findings:** The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him or her is also prohibited:  
  
In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation).

### **3.34 Work Stoppage**

Employees of the District shall not engage in, condone, assist or support any strike, slowdown, or sanction, or withhold in full or in part any services to the District.

## **SECTION 5 - GRIEVANCE PROCEDURE**

### **5.01 Grievance Procedure:**

The grievance procedure is outlined in the Board policies.

## **SECTION 6 PAY PERIODS**

### **6.01 Annualized Payroll Cycle**

Teachers will be paid in ten (10) monthly installments dividing the payroll between September and June payrolls. The payroll schedule can only be modified if there is a voluntary payment agreement authorization by all of the Teachers to be paid over a 12 month period between September and August.

Salaried employees scheduled to work year round will be paid in twelve (12) monthly installments dividing the payroll between the July and June payrolls.

Hourly employees will be paid for the hours worked the calendar month on the following month's payroll. For example, all hours worked in September will be paid on the October payroll.

## **6.02 Payroll Dates**

The payroll dates shall be the 15<sup>th</sup> of each month. If the 15<sup>th</sup> of the month fall on a weekend, the payroll date will be the preceding Friday. If a paid holiday falls on the 15<sup>th</sup>, payroll deposits shall be issued on the preceding business day.

## **6.03 Direct Deposit Payment Method**

The District will pay employees through direct deposit up to three (3) accounts of the employee's choice. The monthly payroll due (regular, stipends, co-curricular, etc.) will be made on one transfer on the 15<sup>th</sup> of the month. When the 15<sup>th</sup> of the month falls on a Saturday, Sunday or on a bank holiday, payment shall be made on the preceding business day. Substitutes and temporary employees will be provided the direct deposit advises. All other employees' payroll information is available on Employee Access. Direct deposit changes may be made with a fifteen (15) calendar day notice on the appropriate form.

## **6.04 Salary Deferrals –Tax Sheltered Annuities (TSA)**

The District offers a 403(b) plan for all employees that conforms to Federal 403(b) IRS Regulations.

The purchase of the annuity will be optional for the individual employee. The elective contributions may be either Pre-tax dollars or After-tax (Roth) dollars. The contributions will be remitted via payroll deduction to a District-approved Vendor, as required by the IRS Code and as directed by the District's plan document. Salary reduction limits will conform to statutory limits. Changes to the contributions may be made prior to the start of the month of the effective date. Employees will be notified at minimum of each year of the plan per IRS regulations. The Human Resource department has the actual district plan and vendor information packets.

## **SECTION 7 – SCHOOL BUSINESS TRAVEL EXPENSE REIMBURSEMENT**

### **7.01 Transportation Reimbursement**

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available from the Business Office or on the shared T. drive.

Required travel by commercial carrier shall be arranged by the employee and approved costs will be reimbursed by the District.

Required costs for ground transportation (taxi, bus, rental car) necessary for the employee to participate in an approved school-related business shall be reimbursed.

### **7.02 Housing Reimbursement**

The District shall reimburse employees for hotel accommodations during their required travel.

### **7.03 Meals Reimbursement**

The cost of meals for employees shall be reimbursed on overnight stays at the full cost of the meal (excluding alcoholic beverages), including tip, up to a maximum of \$50 per day per diem in Wisconsin or \$60 per day per diem out of state.

### **7.04 Incidental Cost Reimbursement**

Incidental costs such as taxicab fares, parking fees or bus passes may be reimbursed provided a receipt is included with the request for reimbursement.

## **SECTION 8 - WORKER'S COMPENSATION**

### **8.01 Worker's Compensation Coverage and Reporting Responsibilities**

All eligible employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the Human Resource office prior to seeking medical attention if at all possible.

In the event of an emergency, the employee shall notify his or her immediate supervisor within twenty-four (24) hours or as soon as practical

## SECTION 9 - PROFESSIONAL HOURS/WORKDAY

### 9.01 Letter of Appointment (non-teaching regular staff)

Should the District anticipate a continuing need for an employee's services during the next school year, it will issue a letter of appointment. A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full reduction in force. In the case of a change of assignment the employee shall be provided with at least thirty (30) calendar days' notice of the change of assignment, if practicable, as determined by the administration.

### 9.02 Hours of Work

#### A. Teaching Staff:

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats. As such, teachers are responsible for the completion of their duties as set forth in the teacher job description and those other duties specific to each teacher's position. A teacher and his or her appropriate supervisor(s) will determine the teacher's schedule based upon the completion of his or her duties and the needs of his or her student(s).

Although a professional's work is not limited to specified hours per day, a professional is ordinarily expected to work at least a forty (40) hour work week. Teachers must be present and be prepared for work prior to the start of instructional time, be present for all instructional time unless coverage has been arranged in advance, and are required to be present at other non-instructional times as directed by an administrator, as required by student needs, and/or as specified in this *Handbook*.

#### B. Hourly Employees and other Salaried Employees:

##### 1. Full Time Hourly Employees Workday and Workweek:

A regular full-time workday is eight (8) hours, excluding lunch time. Because of different schedule requirements, employees' starting, lunch, and finishing times may vary in different assignments and locations. Each employee's immediate supervisor will schedule working hours, break periods, and lunch periods. A regular work week is forty (40) hours or fewer. The regular work week is five (5) consecutive days unless the immediate supervisor assigns the employee to a different work schedule. This section shall not be construed as a guarantee or limitation on the number of hours per day or hours in a work week which may be scheduled or required by the District.

##### 2. Part Time Hourly Employees:

A schedule of hours shall be prepared for part-time employees. Such schedule shall be made known to the affected employees.

##### 3. Additional Hours and Overtime - Approval and Assignment:

a. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, and the community or District property.

b. Assignment: Additional hours and overtime assignments shall be assigned at the discretion of the District.

c. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1 ½) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated in the time-keeping system. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

4. Compensatory Time Off:

- a. In lieu of overtime pay, employees may, at their option, choose to receive compensatory time off. Compensatory time off may be taken by mutual agreement between the employer and the employee. One and one-half (1 ½ hour of compensatory time off will be granted for each one (1) hour worked above forty (40) hours per week. Time over forty (40) hours per week does not include paid time off, i.e. sick, vacation, holiday or personal leave time.
- b. Employees shall use the time keeping system for requesting and utilizing Compensatory time. The employee may accumulate up to forty hours of compensatory time off. Any overtime exceeding forty hours must be paid in cash. The employer, in its sole discretion, may pay cash in lieu of accrued compensatory time off at any time. Any unused compensatory time off as of June 30 will be paid out in the July payroll.

The District may in its discretion deny a request to use compensatory time off if the employee’s absence on the day requested would cause an undue disruption to the District’s operations (e.g., another member of the department or grade level has already requested leave on that day; the District has a special event scheduled such as an open house or parent teacher conferences; the District is unable to find a substitute employee and would be left short-staffed, etc.).

5. Lunch Period:

All employees who are scheduled to work seven (7) hours or more per day will be scheduled an unpaid half-hour lunch period, which shall be duty free. The duty free lunch must be taken during the work day, and may not be used at the beginning or the end of the work day.

6. Breaks:

Employees who are scheduled to work at least four (4) hours per work day will be scheduled one (1) fifteen (15) minute paid break. Employees who are scheduled to work at least eight (8) hours per work day will be scheduled two (2) fifteen (15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor. Breaks must be taken during the work day, and may not be used at the beginning or the end of the work day or during their lunch period.

Hours Worked	Break(s) and Lunch Period Scheduling
At least 4.0 to 6.99 hours	15 minute break
At least 7.0 to 7.99 hours	15 minute break and 30 minute duty-free lunch
At least 8.0 or more hours	Two 15 minute breaks and 30 minute duty-free lunch

7. Time Sheets / On-Line Time Keeping System:

Time sheets or an on-line time keeping system shall be used by all hourly employees. Employees will sign in only at such time as they are fully prepared to begin work and are scheduled to work. Employees are responsible for their own time keeping and shall not sign in or out for any other employee. If an employee leaves the premises for any non-business reason, he or she must sign out and sign in upon return.

**9.03 Administratively-Called Meetings**

Staff Meetings: Staff may be required to attend all mandatory administratively-called staff meetings. Administratively-called meetings may begin thirty (30) minutes before the normal workday begins or go thirty (30) minutes later than the end of the normal workday. The number of staff meetings shall be established by the District. The administration shall attempt to provide reasonable notice of all such meetings. Staff who are required to attend administratively-called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Other Administratively Called Meetings: The notification and duration provisions of the previous paragraph do not include nor shall they apply to meetings of individual educational program (IEP) teams, the preparation of individual education plans, parent-teacher conferences, department meetings or activities of similar nature, which are normally conducted at other times. Staff members are required to attend such events regardless of the

date, time or duration of said meetings. Staff members who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

#### **9.04 Attendance at School Events**

Staff members may be required to attend all mandatory administratively-required school events. These events, though not limited by enumeration, may be an open house/orientation for the high school and/or middle school, and curriculum night at the grade school. Whenever possible, Staff members shall be given no less than thirty (30) calendar days' notice of such mandatory events. Staff members who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator and/or his or her designee. Such conflict must be communicated to the applicable administrator as soon as possible before the date of the school event.

The building principal may require attendance at additional mandatory building or District event(s) that occur after the normal workday.

#### **9.05 Consultation with Parents**

Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and for the excellence of our schools. Such consultation may be in the form of email and other written correspondence, phone contacts, home visitations, progress reports, in-person appointments, etc., in addition to the scheduled parent/teacher conferences.

#### **9.06 Emergency School Closures**

##### Teaching Staff:

In the event the District is closed or an individual building(s) is closed, full or partial day closures may be made up at the discretion of the District. The District shall, at a minimum make up all days/hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements (days and hours) of the State of Wisconsin. Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.

##### Hourly Employees and Other Non-teaching Staff:

- A. All custodians are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible. Secretarial Staff may be required to help with the school closing process. The employee's immediate supervisor will provide directives to the secretarial staff in such situations.
- B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Any employee not at work when school is closed for an emergency shall not be paid for that day. If the day is not rescheduled, the employee may elect one of the options listed below in Section 9.07. Employees shall be required to make days up in the event that the District schedules make-up days.
- C. If employees report to work and a decision to close schools is made after that time, those employees will be paid only for the actual hours worked on such day.
- D. The hourly employee (non-teaching staff) may select one of the following options if the District does not reschedule the day/time:
  - a. The employee may elect to not be compensated for the day/time school was closed.
  - b. The employee may elect to use compensatory time off, vacation, personal, or sick leave time if available.

The employee must enter their time off by the next school day after the school closing if they wish to elect to take one of the approved time-off choices available.

## 9.08 School Calendar

The school calendar shall be determined by the Board. This includes the structure of the days, e.g. instructional, in-service, workdays, etc.

## SECTION 10 - SICK LEAVE

### 10.01 Sick Leave Earned

Eligibility. For employees hired and started with the district on or prior to 6/30/2015, whose individual contract, or letter of assignment has an assignment of at least fifty percent (50%) of full-time equivalency, or is a route bus driver with a letter of assignment for an a.m. and p.m. route per day is eligible to receive sick leave benefits.

For employees who start employment with the district on 7/1/2015 or after and employees who were employed with the district prior to 7/1/2014 but did not qualify for sick leave benefits prior to 7/1/2014 and whose individual contract, or letter of assignment has an assignment of at least seventy-five percent (75%) of full-time equivalency or 30 hours per week or greater is eligible to receive sick leave benefits.

- A. Calendar Year Employees: Each employee shall be credited with twelve (12) days (based on % of employment) of paid sick leave per contract year.
- B. School Year Employees: Each employee shall be credited with ten (10) days (based on % of employment) of paid sick leave per contract year.
- C. Crediting of Sick Leave: Sick leave though credited at the beginning of each contract year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed. An employee, who has used sick leave at the time of termination or resignation of employment that has not yet vested, shall be required to reimburse the District for any used time that has not yet vested.
- D. Part-time Employees: Part-time employees will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.

### 10.02 Sick Leave Use

- A. Sick leave shall be paid for any absence from work due to the:
  1. Personal illness, injury or serious health condition of the employee.
  2. Illness or injury of an employee's child, spouse, parent or domestic partner.
  3. Serious health condition of an employee's child, spouse, parent or domestic partner.
  4. Medical or dental appointments for the employee and/or an employee's child, spouse, parent or domestic partner that cannot be scheduled outside of the employee's regularly scheduled work hours.
- B. Definitions: The following definitions apply under this section:
  1. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 10.02, A (3), all definitions in this paragraph apply except for age eighteen (18).
  2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse.
  3. Spouse: means an employee's legal husband or wife.
  4. Domestic Partner: means a long term relationship as defined in Wisconsin State Statutes § 40.02(21c) or 770.01(1)
  5. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
    - a. Inpatient care in a hospital, nursing home, or hospice.

b. Outpatient care that requires continuing treatment or supervision by a health care provider.

- C. **Sick Leave Increments:** For teaching staff, sick leave may be allowed in half (½) day increments when a sub is required. When no sub is required, or coverage is not necessary, sick leave may be taken in less than half day increments at the discretion of the building principal. The employee must use good judgment and discretion in limiting such requests, where possible, and the District has the sole discretion to grant or deny such requests. For support staff, secretarial, maintenance, or other hourly staff, sick leave may be allowed in increments of a quarter (1/4) hour or more.

### **10.03 Sick Leave Accumulation**

Sick leave for full-time and part-time staff hired before July 1, 2013 will accumulate to a maximum of one thousand six hundred (1600) hours/two hundred (200) days. Existing staff with an accumulation in excess of two hundred (200) days may retain those days but may not accrue any days in excess of their balance on June 30, 2013. Sick leave for full-time and part-time staff hired on or after July 1, 2013 will accumulate to a maximum of seven hundred and twenty (720) hours/ninety (90) days. For staff hired on or after July 1, 2013, any sick leave hours in excess of seven hundred and twenty (720) hours/ninety (90) days are forfeited and cannot be used.

### **10.05 Reporting Procedure - Doctor's Certificate**

Unless it is not possible, each employee shall be required to inform his or her supervisor prior to his or her normal daily starting time of his or her need to be absent for one of the reasons stated in Section 10.02 above. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate must include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or terminate employees for excessive absenteeism.

### **10.06 Holidays during Sick Leave**

In the event that a paid holiday falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.

### **10.07 Sick Leave Bank**

The District will maintain a Sick Leave Bank to provide for critical illness (this could include a serious illness, surgery or other medical conditions requiring hospitalization) or injury of the employee or employee's spouse or child. The following are the terms for the program:

#### **A. Donation of Days**

1. Employees shall complete the donation form and hand it into the Human Resources Director no later than May 30<sup>th</sup> of the school year if they wish to contribute a (one) sick day to the Sick Leave Bank.
2. All donations of sick days to the Sick Leave Bank are permanent.
3. Donated days will be credited to the Sick Leave Bank effective July 1st.

#### **B. Eligibility**

1. Exhaustion of all accrued sick and personal paid time off available.
2. Missing at least 10 working days due to disability, or treatments related to a critical illness or injury.
3. The employee must otherwise qualify for sick leave usage.
4. Sick Leave Bank eligibility shall cease if the employee becomes eligible for long-term disability at any time during his/her absence.
5. No employee shall withdraw more than a total of 20 contract or assignment days of donated leave from the Sick Leave Bank per calendar year or exceed the number of days available in the Sick Leave Bank.

#### **C. Request Process**

1. Request the Sick Leave Bank Request Form from the Human Resource Director.
2. Submit a completed form to the Human Resource Director accompanied by a doctor's report identifying the critical illness, injury or disability, verifying the inability to work and the probable duration of the illness or disability.
3. Review and approval will be done by the Human Resource Director, the applicable supervisor and the District Administrator. All decisions are final.

## **SECTION 11 - JURY DUTY LEAVES**

### **11.01 Jury Duty Leave**

Employees will be given time off to serve on a jury, consistent with applicable laws.

### **11.02 Employee Notice**

An employee must notify his or her immediate supervisor as soon as notice of jury duty is received. Also, the employee is expected to contact his or her immediate supervisor immediately upon termination of jury duty or when temporarily relieved of jury duty.

### **11.03 Payment for Time Out on Jury Duty**

Regular employees who are unable to report for work because of jury duty will be paid the regular hours he or she is scheduled to work for up to five (5) full work days of jury duty. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or work days. Days spent on jury duty in excess of five (5) full work days of jury duty shall be unpaid, except the employee may elect to use sick, personal, and/or vacation time for any unpaid jury duty days if available.

The employee will send a copy of the check received from serving on the jury to the District Administrator and/or his or her designee and the employee's pay will be reduced by that amount (less any travel expenses received) on the next payroll.

Benefits will continue to accrue during time spent on jury duty.

## **SECTION 12 - BEREAVEMENT LEAVE**

### **12.01 Bereavement/Funeral Leave for a Death in the Family**

In the event of death in an employee's family, the employee shall be allowed per occurrence up three (3) day(s) off work with pay (if the employee has sick, personal, and/or vacation leave available). Family includes the spouse, parents, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse, aunts, uncles, nieces, nephews, first cousins and other individuals residing in the employee's household.

### **12.02 Other Bereavement/Funeral Leave**

Employees shall be granted up to one (1) day with pay (if the employee has sick, personal, and/or vacation leave available) per occurrence to attend funerals for other people of significance in the employee's life.

### **12.03 Additional Bereavement Leave**

In extenuating circumstances, additional days off work may be granted by the District Administrator or his or her designee. Such additional days, at the option of the employee, shall be deducted from the employee's accumulated sick, personal, and/or vacation leave if the employee wants paid leave.

### **12.04 Part-time Employee**

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

## **12.05 Bereavement Leave Increments**

For teaching staff, bereavement leave may be taken in half day increments where a sub is required. Where no sub is required, or coverage is not necessary, bereavement leave may be taken in less than half day increments at the discretion of the building principal. For support staff, secretarial, maintenance, or other hourly staff, sick leave may be allowed in increments of one quarter (1/4) hour or more.

## **SECTION 13 - PERSONAL LEAVE**

### **13.01 Personal Days Provided**

Calendar Year Employees: Employees shall be entitled to up to three (3) days (prorated for the % of employment) of personal leave each employment year.

School Year Employees: Employees shall be entitled to up to three (3) days (prorated for the % of employment) of personal leave each employment year.

Crediting of Personal Leave: Personal leave though credited at the beginning of each contract year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed. An employee, who has used personal leave at the time of termination or resignation of employment that has not yet vested, shall be required to reimburse the District for any used days that have not yet vested.

### **13.02 Reasons for Personal Leave**

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

### **13.04 Approval of Personal Leave and Number of Employees on Personal Leave**

A request, in writing, to the employee's Supervisor shall be made as far in advance as possible, normally not less than five (5) work days. Emergencies may delay the submitting of the written statement until the employee returns to work.

The Supervisor has the right to approve or deny all requests.

No more than two (2) employees per building or department may take personal leave on any given day when school is in session, unless the District Administrator or his or her designee grants approval to exceed the two (2) employee limit.

### **13.06 Personal Leave Increments**

For teaching staff, personal leave is allowed in one half (1/2) day increments. For all other staff, personal leave is allowed in fifteen (15) minute increments.

### **13.07 Personal Leave Carryover**

Staff may carryover a maximum of five (5) personal days from one school year to the next. They may accumulate a maximum of eight (8) personal days at any given time. For Teaching Personnel only, personal days in excess of five days at the end of the school year will be paid at \$100 per day.

### **13.08 Additional Personal Leave Time**

An additional five (5) days of Personal Leave time off may be taken with the approval of the supervisor. Personal time needed beyond the five (5) additional days must be approved by the Board in advance and follows the "Unpaid Leaves of Absence" Section. This time is without pay and will pay back a pro-rata share of the employee's health and dental benefit.

## **SECTION 14 - VACATION LEAVE**

### **14.01 Notice**

Vacation time shall be allocated to calendar year employees on July 1 of each calendar year.

## 14.02 Calendar Year Employees

Paid Vacation will be provided to Calendar Year Full-time and Calendar Year Part-time employees according to the following schedule:

Number of Years Worked	Vacation Days
Start of Year one (1) of service	Five (5) days
Start of Year two (2) of service	Ten (10) days
Start of Year eight (8) of service	Fifteen (15) days
Start of Year fifteen (15) of service	Twenty (20) days

Vacation time shall be prorated for calendar employees who work less than full-time, according to percentage worked.

Employees in their 1st year of service earn a pro-rated amount of vacation based upon the number of months worked. For example, an employee hired on October 1, 2011, would be eligible to earn nine-twelfths (9/12) of the employee's vacation allotment on October 1, 2011. This would entitle the employee to  $9/12 * 5$  days on October 1, 2011 or 3.75 days. The employee under this example would be entitled to five (5) days of vacation on July 1, 2012. This provision is not retroactive.

"Years of Service" as set forth in this Section refers to years of service in the District in a position that is eligible for vacation. Eligible employees in the District shall receive the preceding vacation depending on years of service as measured each July 1. Employees must start employment prior to January 1 of the year to receive a year of service on the following July 1. For part-time calendar employees, vacation pay shall be pro-rated based on the average number of hours worked per week during a calendar year.

Crediting of Vacation Leave: Vacation leave though credited at the beginning of each contract year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed. An employee, who has used vacation leave at the time of termination or resignation of employment that has not yet vested, will be required to reimburse the District for any used time that has not yet vested.

## 14.03 Scheduling of Vacation

Vacation time may be taken in full blocks or in shorter blocks not less than fifteen (15) minutes as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days' notice may be approved by the District Administrator and/or his or her designee. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period, but the District Administrator and/or his or her designee shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives. All vacations shall be taken during the school vacation months except by special arrangement with the immediate supervisor or his or her designee.

## 14.04 Vacation Accumulation

An employee may carry over a total of five (5) vacation days from the prior year to the next year's vacation amount. Carry over days must be used no later than December 31 of that contract year. Any carry over days not used by December 31 of that contract year shall be forfeited and shall not be paid out.

## 14.05 Payment upon Employment Severance/Transfer to a Position Not Eligible for Vacation

Employees who sever from employment for any reason other than disciplinary action or who transfer to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining that has vested in their accumulation. Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee's termination and will be remitted on the final paycheck or the paycheck following the transfer.

## SECTION 15 - HOLIDAYS

### 15.01 Holidays Defined

A paid holiday is a day off with pay for the number of hours the employee normally works.

#### A. Calendar Year Employees (full or part time)

- New Year's Day
- Memorial Day
- July 4
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Eve

Holiday pay shall be prorated for calendar employees who work less than full-time, according to percentage worked.

#### B. School Year Employees (full or part-time)

- Thanksgiving Day

### 15.02 Holidays Falling on Weekends

If any of the holidays listed above, fall on a Saturday, the preceding workday shall be observed as the holiday. If any of the above named holidays falls on a Sunday, the following workday shall be observed as the holiday. If January 1<sup>st</sup> falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday shall be observed as the December 31<sup>st</sup> holiday and the preceding Friday shall be observed as the January 1<sup>st</sup> Holiday. If December 24<sup>th</sup> and December 31<sup>st</sup> fall on a Sunday, the preceding Friday shall be declared the holiday unless the preceding Friday is a student contact day. If the preceding Friday is a student contact day, Section 15.03 will apply.

### 15.03 Holidays Falling on Student Contact Days

If any of the holidays listed in Section 15.01, above, fall on a student contact day, the employees shall work their regular hours that day, and shall instead receive a paid holiday on a date determined by the Administration.

### 15.04 Eligibility for Holiday

In order to be eligible for holiday pay, an employee must work the employee's scheduled workdays immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by the District Administrator and/or his or her designee. Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

## SECTION 16 - UNIFORMED SERVICES LEAVE

### 16.01 Uniformed Services Leave of Absence

Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this *Handbook*.

The "uniformed services" consist of the following [20 CFR § 1002.5(o)]:

- A. Army, Navy, Marine Corps, Air Force and Coast Guard
- B. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve

- C. Army National Guard and Air National Guard
- D. Commissioned Corps of the Public Health Service
- E. Any other category of persons designated by the President in time of war or emergency

### **16.02 Seniority/Length of Service during Uniformed Services Leave**

Employees shall continue to accrue length of service for wage/salary increments, if applicable, and all other purposes where length of service is a factor. The employee's absence shall not be construed as a break in service for any purpose.

Reemployment rights extend to persons who have been absent from a position of employment because of "service in the uniformed services." "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:

- A. Active duty and active duty for training
- B. Initial active duty for training
- C. Inactive duty training
- D. Full-time National Guard duty
- E. Absence from work for an examination to determine a person's fitness for any of the above types of duty
- F. Funeral honors duty performed by National Guard or Reserve members
- G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). See 42 U.S.C. § 300hh-11(d).

### **16.03 Request for Uniformed Services Leave**

When time permits, the request for a reserve military leave should be as far in advance as possible so the employer can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist's military orders. The request shall be submitted to the District Administrator or his or her designee.

## **SECTION 17 - UNPAID LEAVES OF ABSENCE**

### **17.01 Medical Leave**

- A. Applicability: This provision addresses unpaid medical leaves of absence. Family and Medical Leave (FMLA) leaves are outlined in Part I Section 2.06 of the *Handbook*. Depending upon the situation, a medical leave of absence may run concurrently with an FMLA leave.
- B. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) calendar days prior to the anticipated beginning of the leave. Such application will be reviewed by the District Administrator, the District Administrator shall make a recommendation regarding the proposed leave, and the leave shall be subject to Board of Education approval, at its sole discretion. The request must be accompanied by a physician's statement attesting to the disability and anticipated duration of the leave. The District has the discretion to require interim statements from the physician. The District may grant an unpaid medical leave due to disability. The length of the leave shall be determined on a case by case basis.
- C. Benefits During Leave:
  1. Length of service and other benefits shall not accrue during such leave.
  2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The Director of Human Resources will inform the employee of the amount owed. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.

3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
- D. Placement upon Return from Leave: The employee shall notify the District Administrator or his or her designee of the employee's intent to return to work at least forty-five (45) calendar days prior to the expiration of the leave. If the employee does not provide notice of intent to return to work on a timely basis, he/she will be deemed to have resigned from his or her position with the District as of the expiration date of the leave. The employee is expected to remain in contact with the District as the end of the leave approaches, so that a definite return to work date is established. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable:
1. The employee shall be eligible to return to duty from an unpaid medical leave of absence when he/she is physically able provided:
  2. The employee has previously indicated his or her intent to return to duty following the expiration of the medical leave.
  3. The employee provides his or her physician's certification that he/she is able to return to work. The District has the discretion to designate another physician to verify or refute the employee's physician's certification. If the two (2) physicians' certifications are in conflict, a 3<sup>rd</sup> mutually agreed to physician will issue a physician's certification. The 3<sup>rd</sup> physician's certification will be binding on the parties. The District will pay all costs associated with the 2<sup>nd</sup> and 3<sup>rd</sup> physician's certification.
- E. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his or her position with the District and waived any and all rights to further employment by the District.
- F. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

## **17.02 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons**

- A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least forty five (45) calendar days prior to the anticipated beginning of the leave. The unpaid leave of absence shall not exceed one (1) calendar year. Such application will be reviewed by the District Administrator, the District Administrator shall make a recommendation regarding the proposed leave, and the leave shall be subject to Board of Education approval, at its sole discretion.
- B. Benefits During Leave:
1. Length of service and other benefits shall not accrue during such leave.
  2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
  3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
- C. Placement upon Return from Leave: The employee shall notify the District Administrator or his or her designee of the employee's intent to return to work at least forty-five (45) calendar days prior to the expiration of the leave. If the employee does not provide such notice on a timely basis, he/she will be deemed to have resigned from his or her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be

returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable.

## SECTION 18 - INSURANCES

### 18.01 Dental Insurance

The Board shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.

When eligible, coverage will commence on the first of the month following the first day of employment and shall cease at the end of the month the employee's resignation or termination becomes effective.

***For employees hired and started with the district on or prior to 6/30/2014, whose individual contract, or letter of assignment has an assignment of at least fifty percent (50%) of full-time equivalency, or is a route bus driver with a letter of assignment for an a.m. and p.m. route per day is eligible to participate in the District's dental insurance.***

- A. Eligibility. An employee whose individual contract, letter of assignment has an assignment of at least fifty percent (50%) of full-time equivalency, or is a route bus driver with a contract for an a.m. and p.m. route per day is eligible to participate in the District's dental insurance. Hours worked beyond those set forth in the contract or letter of assignment shall not be used to determine insurance eligibility or insurance contributions.
- B. Premium Contributions:
  - 1. Salaried Employees: For regular full-time Salaried employees, including teaching staff, either school year or calendar year, the District shall pay no more than eighty-five (85%) percent of the single or family premium. For regular part-time salaried employees contracted at less than eighty-five (85%) percent, the District will pay a prorated share of the employer contribution based on the percentage of time each is employed.
  - 2. Hourly Employees: The District shall pay no more than eighty-five (85%) percent of the single or family premium for regular full-time hourly employees, either school year or calendar year. For regular part-time employees scheduled to work less than forty (40) hours per week, the District will pay the following :
    - a. 35 – 40.00 hours per week – 85% District contribution
    - b. 30 - 34.99 hours per week – 75% District contribution
    - c. 25 - 29.99 hours per week – 65% District contribution
    - d. 20 - 24.99 hours per week – 55% District contribution
    - e. AM and PM bus route driver – 50% District contribution

***For employees who start employment with the district on 7/1/2014 or after and employees who were employed with the district prior to 7/1/2014 but did not qualify for insurance prior to 7/1/2014:***

- C. Eligibility. An employee whose individual contract, or letter of assignment has an assignment of at least seventy-five percent (75%) of full-time equivalency or 30 hours per week or greater, is eligible to participate in the District's dental insurance. Hours worked beyond those set forth in the contract or letter of assignment shall not be used to determine insurance eligibility or insurance contributions.
- D. Premium Contributions:
  - 3. Salaried Employees: For regular full-time Salaried employees, including teaching staff, either school year or calendar year, the District shall pay no more than eighty-five (85%) percent of the single or family premium. For regular part-time salaried employees contracted at less than eighty-five (85%) percent, the District will pay a prorated share of the employer contribution based on the percentage of time each is employed.
  - 4. Hourly Employees: The District shall pay no more than eighty-five (85%) percent of the single or family premium for regular full-time hourly employees, either school year or calendar year. For regular part-time employees scheduled to work less than forty (40) hours per week, the

District will pay the following :

- a. 35 – 40.00 hours per week – 85% District contribution
- b. 30 - 34.99 hours per week – 75% District contribution

## **18.02 Health Insurance**

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.

When eligible, coverage will commence on the first of the month following the first day of employment and shall cease at the end of the month the employee's resignation or termination becomes effective.

***For employees hired and started with the district on or prior to 6/30/2014, whose individual contract, or letter of assignment has an assignment of at least fifty percent (50%) of full-time equivalency, or is a route bus driver with a letter of assignment for an a.m. and p.m. route per day is eligible to participate in the District's health insurance.***

- A. Eligibility. An employee whose individual contract, letter of assignment has an assignment of at least fifty (50%) percent of full-time equivalency, or is a route bus driver with a contract for an a.m. and p.m. route per day is eligible to participate in the District's health insurance. Hours worked beyond those set forth in the contract or letter of assignment shall not be used to determine insurance eligibility or insurance contributions.
- B. Premium Contributions:
  1. Salaried Employees: For regular full-time Salaried employees, including teaching staff, either school year or calendar year, the District shall pay no more than eighty-five (85%) percent of the single or family premium health insurance plan. For regular part-time salaried employees contracted at less than eighty-five (85%) percent, the District will pay a prorated share of the employer contribution based on the percentage of time each is employed.
  5. Hourly Employees: The District shall pay no more than eighty-five (85%) percent of the single or family premium for regular full-time hourly employees, either school year or calendar year. For regular part-time employees scheduled to work less than forty (40) hours per week, the District will pay the following :
    - a. 35 – 40.00 hours per week – 85% District contribution
    - b. 30 - 34.99 hours per week – 75% District contribution
    - c. 25 - 29.99 hours per week – 65% District contribution
    - d. 20 - 24.99 hours per week – 55% District contribution
    - e. AM and PM bus route driver – 50% District contribution

***For employees who start employment with the district on 7/1/2014 or after and employees who were employed with the district prior to 7/1/2014 but did not qualify for insurance prior to 7/1/2014:***

- E. Eligibility. An employee whose individual contract, or letter of assignment has an assignment of at least seventy-five percent (75%) of full-time equivalency or 30 hours per week or greater, is eligible to participate in the District's health insurance. Hours worked beyond those set forth in the contract or letter of assignment shall not be used to determine insurance eligibility or insurance contributions.
- F. Premium Contributions:
  6. Salaried Employees: For regular full-time Salaried employees, including teaching staff, either school year or calendar year, the District shall pay no more than eighty-five (85%) percent of the single or family premium. For regular part-time salaried employees contracted at less than eighty-five (85%) percent, the District will pay a prorated share of the employer contribution based on the percentage of time each is employed.
  7. Hourly Employees: The District shall pay no more than eighty-five (85%) percent of the single or family premium for regular full-time hourly employees, either school year or calendar year. For regular part-time employees scheduled to work less than forty (40) hours per week, the

District will pay the following :

- a. 35 – 40.00 hours per week – 85% District contribution
- b. 30 - 34.99 hours per week – 75% District contribution

### **18.03 Life Insurance**

The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.

- A. Eligibility: An employee, who qualifies for the Wisconsin Retirement System and meets the additional criteria provided by the carrier, may participate in the Life Insurance plan.
- B. Commencement and Termination of Benefits. Coverage will commence with the plan's requirements. Life insurance benefits cease at the end of the month the resignation or termination becomes effective.
- C. Premium Contributions: The employee can choose the coverage levels that they want and are responsible for the entire premium. In addition to the employee's premium, the District shall pay a required twenty (20%) percent of a basic premium.

### **18.04 Long-Term Disability**

The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.

- A. Commencement and Termination of Benefits. Coverage will commence on the first of the month following the employee's first day of employment and cease on the last day of employment.
- B. Premium Contributions: The District shall pay one hundred (100%) percent for long-term disability insurance.

### **18.05 Short-Term Disability**

The Board shall provide short-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.

- A. Commencement and Termination of Benefits. Coverage will commence on the first of the month following the employee's first day of employment and cease on the last day of employment.
- B. Premium Contributions: The District shall not pay any of the premiums if the employee chooses short-term disability insurance. The full premiums shall be the responsibility of the employee.

### **18.06 Wisconsin Retirement System (WRS) Contributions**

The Board shall contribute the employer's share and the employee shall pay the employee's required WRS contribution as required by state statutes and applicable regulations.

### **18.07 In Lieu of Health Insurance**

Employees who are eligible for the District's health insurance and choose to decline the District provided health insurance plan as listed because of other coverage, shall receive cash payment of \$200 per month. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check.

## **SECTION 19 - RETIREMENT BENEFIT OF TAX-SHELTERED ANNUITY CONTRIBUTION**

This section applies to Teachers who were hired by the District prior to July 1, 2013. A Teacher, who has completed ten (10) years of full time equivalency service with the District and who is eligible for retirement under the Wisconsin Retirement System will be credited with: (a.) up to two hundred (200) accumulated sick days at the rate of pay of \$90 per day not to exceed \$18,000; and (b.) \$500 per year for every year of full time equivalency employment with the District, not to exceed \$15,000. The total dollars credited for accumulated sick days and accumulated years of employment with the District shall not exceed \$30,000. Teachers, who retire by filing an irrevocable resignation with the District by March 1<sup>st</sup>, shall be eligible for an additional \$2,000

above and beyond the \$30,000 limit, not to exceed 32,000. The additional \$2,000 shall be prorated as listed below:

10-14 years of service - \$1,000

15-19 years of service - \$1,500

20 years of service and above - \$2,000

An eligible Teacher who tenders his or her irrevocable resignation to the District, retires at the end of the contract year, shall receive the dollar amount contemplated in the preceding paragraphs as contributions to a tax-sheltered annuity (TSA).

Tax-sheltered annuity contributions, will be made in a series of three (3) equal installments beginning in July after the Eligible Employee's retirement and on the two (2) subsequent annual anniversaries of that date. Retirees receiving Tax-sheltered annuity contributions cannot be employed by the District.

Teachers eligible for the benefit described in this section shall complete a beneficiary form prior to retirement, indicating the intended recipient of this benefit, in case of the employee's death. Should the employee die after retiring but before distribution of the entire benefit, the remaining due benefit shall be paid on the same schedule as described for a TSA contribution but instead shall be made directly to the named beneficiary.

## **SECTION 21 - REDUCTION IN FORCE, POSITIONS & HOURS**

### **21.01 Reasons for Reduction in Force**

In the event the Board determines to reduce the number of positions or the number of hours in any position, the provisions set forth in this section shall apply.

### **21.02 Notice of Reduction – Teaching Staff**

The District will provide notice of Reduction in Force in accordance with the non-renewal timelines and procedures set forth in § 118.22, Wis. Stats. The non-renewal notice shall specify the effective date of the non-renewal and the right to a private conference under § 118.22, Wis. Stats.

The District shall consider the educational needs of the District for determining the employee for nonrenewal or reduction in hours. In making this determination of educational need, administration may consider factors including but not limited to Qualifications as Established by the Board, Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area, Performance of the Employees Considered for Nonrenewal, and Length of Service of the Employee.

### **21.03 Notice of Reduction – Hourly and other Non-Teaching Staff**

The District will give at least thirty (30) calendar days' notice of any reduction in force. The notice of reduction in force shall be in writing, and shall specify the effective date and that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address.

### **21.04 Reduction in Hours Resulting in Nonrenewal and/or Reduction in Time Worked**

Employees whose positions are reduced in hours, either by nonrenewal or through another procedure (e.g., voluntary reduction or reassignment), shall not lose their credit for length of service and they shall not lose any sick leave earned as an employee. Reduced in time employees shall be treated as part-time employees under this *Handbook*. Any employee who is reduced in hours (partial layoff) may choose to be fully laid off.

### **21.06 In-Service and Other Training**

The District may require staff to attend in-service and other training, either of which may occur outside of employees' regular hours of work. Additional compensation (if any) for such training shall be determined by relevant law, Board policy, and pertinent employment contracts.

### **21.07 Furloughs (Hourly Employees)**

The District may furlough employees for budgetary reasons, and the following guidelines apply:

- A. Employees shall not receive their wages or salary but are permitted to use accrued vacation, compensatory time (if allowed) or personal leave to receive compensation on furlough days.
- B. Employees are prohibited from working.
- C. Sick leave, personal leave, etc. shall continue to accrue as if the employees were working.
- D. The District shall provide health insurance, dental insurance, etc. at the same level it would have if the employees were working.

**PART II -  
INDIVIDUAL  
CONTRACTS UNDER  
§118.21, WIS. STATS.  
AND PROFESSIONAL /  
EXEMPT NON-  
SUPERVISORY  
EMPLOYEES**

## SECTION 1 - PROFESSIONAL GROWTH

### 1.01 Requirement to Remain Current

All teachers shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, Board established curriculum, as well as continuing study of the art of pedagogy. In addition to maintaining high standards of excellence for the students and school, the teacher will make him/herself available during the contractual year and day to his or her colleagues for assistance, to the District for services beyond those specifically required as part of his or her individual contractual duties, and to the community as a valuable resource.

## SECTION 2 - TEACHER SUPERVISION AND EVALUATION

### 2.01 General Provisions

Evaluations will follow the Wisconsin Educator Effectiveness requirements. New staff with 3 or less years of experience will be evaluated every year for the 1<sup>st</sup> three years and be assigned a mentor for the first 3 years in the district. New staff with 4-5 years of experience will be evaluated every year for the 1<sup>st</sup> two years and be assigned a mentor for the first year in the district. New staff with more than 5 years of experience will be evaluated the first year and be assigned a mentor for the first year in the district. After the initial evaluations, the regular schedule will be followed which is typically every 3 years. Evaluations can be more frequent if deemed necessary by Administration. The mentor will receive a mentor day for their services.

## SECTION 3 - TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS

### 3.01 Teacher Assignments, Vacancies and Transfers

- A. Determination of Assignment: Teachers will be assigned by the District Administrator and/or his or her designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his or her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer must be made in writing to the District Administrator and/or his or her designee, who shall give due consideration to such requests (subject to the District Administrator's or the designee's authority to assign to all positions the individual who he/she believes is the best fit).
- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted on the WECAN web site. Employees will be noticed via school e-mail, and on the District's website of the opening. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.
- D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term "applicant" refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.
- E. Transfers: When the District determines that a transfer of an employee is necessary due to the District's inability to fill a vacancy or a new position according to the procedures set forth above or because the interests of the District demand such a transfer, the District may, at its discretion, transfer any employee in the District qualified for the position. No employee will be transferred by the District without a conference followed by a written notice from the District Administrator and/or his or her designee which will include the reasons for the transfer. An employee who is transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer.

### 3.03 Summer School Assignments

Summer school assignments for classes shall be offered first to District teaching staff, second to qualified support staff, third to certified substitute teachers, and fourth to other District certified staff, and fifth to non-District certified teachers. The District has the discretion to determine whether an applicant is qualified to perform a summer school assignment.

### 3.04 Extended Contracts

Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers shall be compensated for said days at their individual contracted per diem rates of pay. Days may be scheduled in full or partial day increments.

### 3.05 Job Sharing

- A. Definition: Job sharing is defined as a voluntary program to provide the opportunity for two (2) or more employees to share a position which will be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works. Job sharing may be allowed for reasons such as child rearing, health (member or member's family), continuing education, semi-retirement, transition to other employment, or any other reason deemed appropriate.
- B. Approval: Job sharing must be jointly approved by the District Administrator and the Board. By February 1<sup>st</sup> of the year prior to the job share, the job sharing participants must submit a letter of intent for approval to the District Administrator to begin the job share position for the ensuing school year. The District has the discretion to approve or deny the request.
- C. Assignment: Shared job holders shall be assigned specific job responsibilities at the time the job sharing contract is signed. The list of job responsibilities shall be appended to the individual contract and shall minimally include, but not be limited to:
  - 1. A description of the job to be shared and the percent of full-time for which the contract is let, as well as the above provisions controlling salary, benefits, seniority, unemployment, etc.
  - 2. Allocation of preparation time and planning responsibilities between the job sharers.
  - 3. Grade reporting requirements (if different than normal).
  - 4. Faculty meeting and parent conference responsibilities.
  - 5. Extra-duty assignments and compensation.
  - 6. Any other unusual or unique working conditions which may be applicable.
- D. Benefits: All benefits will be provided based on the eligibility criteria of each benefit program.

## SECTION 4 - DISCIPLINE, TERMINATION AND NONRENEWAL

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in § 118.22, Wis. Stats. No teacher shall be disciplined, non-renewed or terminated for arbitrary or capricious reasons. Nonrenewal shall be exclusively subject to the provisions of § 118.22, Wis. Stats. and is not covered by the grievance procedure under this *Handbook*.

### 4.01 Representation

In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or the termination of employment, or for the purpose of investigating circumstances which may lead to discipline or discharge, the employee has the right to request representation. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

## 4.02 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 or her reply to said material.

# SECTION 5 - PROFESSIONAL COMPENSATION

## 5.01 Salary Grid

- A. Salary Grid - The basic salaries of employees covered by this *Handbook* are set forth in Appendix which is attached to and incorporated in this *Handbook*.
- B. Part-time employees will receive the salary set forth in the *Salary Grid* in a percentage equal to the amount of their employment.
- C. The salary grid is based upon the regular school calendar set forth in this *Handbook*.
- D. The employee's pro-rate daily rate and pro-rate hourly rate shall be determined in the following manner:
  - 1. The employee's scheduled annual salary divided by the number of contracted days equals the pro-rata daily rate [extended contract or furlough days shall not be used in this calculation.] One hundred ninety (190) is the number of contracted days.
  - 2. The pro-rata daily rate divided by eight (8) hours per day equals the pro-rata hourly rate.
- E. The structure and adjustments provided for in this version of the employee handbook may be subject to change in future years at the discretion of the district.

## 5.02 Initial Salary Grid Placement

Employees new to the District shall be placed on the salary grid in Appendix commensurate with their education teaching experience and completion of any Permanent Add On's that apply. Employees may be placed on the salary grid, beyond their years of experience and education, at the discretion of the District Administrator, in cases where the position is difficult to fill, where the position involves specialty subject areas, and/or where there is a lack of quality candidates.

## 5.03 Salary Step Movement after First Year of Employment

Employees beginning employment prior to the end of the first semester who have provided satisfactory service, as determined by the District, will advance to the next step beginning the next contract year provided funds are available as determined by the District. Employees who begin employment after the end of the first semester will remain on the same step for the ensuing fiscal year. An employee may be held to the previous year's step for less than satisfactory performance. Employees may be advanced on the salary grid, beyond their years of experience and education, at the discretion of the District Administrator, in cases where the position is deemed 'Hard to fill', not to exceed the Salary Grid.

## 5.04 Educational Lane Adjustments / Permanent Add On's

- A. All lane adjustments and permanent Add On's are subject to prior approval by the District Administrator and/or designee.
- B. All adjustments to salary shall be made on the first or seventh payroll of the school year.
  - 1. Credit information for moving from the Bachelor (BA) Lane to the Master (MA) Lane, or an add-on for a PhD, must have a final transcript from an accredited institution showing the Degree earned, Major, and cumulative grade point average of a 3.0 or better to Human Resources.
  - 2. An employee who earns certification from the National Board for Professional Teaching Standards, or a Master Teacher designation if the National Board for Professional Teaching Standards is not available in the employee's certification area, shall have their salary increased by an amount approved by the Board. This shall be a one-time increase in the employee's salary and shall immediately cease if the employee fails to retain such certification.

3. An employee who earns their DPI Reading certification (316/317), shall have their salary increased by an amount approved by the Board. This shall be a one-time increase in the employee's salary and shall immediately cease if the employee fails to retain such certification.
  4. An employee who completes a Project Lead the Way course, shall have their salary increased by an amount approved by the Board. This shall be a one-time increase in the employee's salary per course.
- C. Timeline for submission for application to the salary grid: When a teacher qualifies for movement on the salary grid to a different lane, the movement shall be to the same step in the new lane as existed for the teacher in the previous salary lane provided funds are available as determined by the District. After placing the teacher in the new salary lane, the teacher shall then receive the increment in the new salary lane,(1) if the teacher is eligible for the increment,(2) step movement exists in the new lane; and (3) adequate funds are available as determined by the District. A minimum of one (1) lane adjustment will be given in in any year.

### **5.05 Curriculum Planning Projects and Other Projects within the Scope of Employment**

When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee's contract, the employee shall be paid at the summer staff development rate. The length of time and maximum number of hours for completion of the project shall be determined by the employee's immediate supervisor, in his or her sole discretion. Other projects that are outside of the terms of the individual employee's contract and that are approved by the District Administrator (or designee) shall be paid at the curriculum rate.

# 7

## PART III -

# NON-EXEMPT STAFF (SUPPORT STAFF) AND OTHER NON-CONTRACT, NON-TEACHING, NON- ADMINISTRATIVE STAFF

## SECTION 1 - PROBATIONARY PERIOD

### 1.01 Length of Probationary Period

All newly hired employees shall be on probation for a period of one hundred and twenty (120) work days.

## SECTION 2 - ASSIGNMENTS, VACANCIES AND TRANSFERS

### 2.01 Determination of Assignment

Employees will be assigned by the District Administrator of the District and/or his or her designee.

### 2.02 Job Posting

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally simultaneously for a minimum of ten (10) working days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the District's website ([www.ngsd.k12.wi.us](http://www.ngsd.k12.wi.us)) and sent out to all staff via email. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the tentative work hours of the position, the rate of pay for the position, and the qualifications required for the position.

### 2.03 Interviews

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.

### 2.04 District Ability to Select the Most Qualified Applicant

The District has the discretion to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position.

### 2.05 District Ability to Determine Job Description

The District has the discretion to determine the job descriptions needed for any vacant position.

### 2.06 Transfers

When the District determines that a transfer of an employee is necessary, due to the District's inability to fill a vacancy or a new position according to the procedures set forth above in Sections 2.02 through 2.05, or if the interests of the District demand such a transfer, the District has the discretion to transfer an employee to another position in the District, so long as the employee is qualified for the position. No employee will be transferred by the District without a conference followed by a written notice from the District Administrator which will include the reasons for the transfer.

## SECTION 3 - WAGE COMPENSATION AND EXPENSES

### 3.01 Wage Schedule

See the Support Staff Wage Schedule in the appendix. Other non-support staff covered under Part III of this *Handbook* will be addressed individually. The structure and adjustments provided for in this version of the employee handbook may be subject to change in future years at the discretion of the district.

### 3.02 New Employee Wage Schedule Placement for Support Staff

- A. New employee placement – New employees shall be placed on the wage schedule at Step 1 of their job classification.
- B. Step Movement after First Year of Employment: Employees beginning employment prior to December 31<sup>st</sup> who have provided satisfactory service, as determined by the District, will advance to the next step the

ensuing fiscal year on July 1<sup>st</sup> provided funds are available as determined by the District. Employees who begin employment after January 1<sup>st</sup> will remain on the same step for the ensuing fiscal year. An employee may be held to the previous year's step for less than satisfactory performance. An employee may be frozen at his or her previous year's wage rate for more serious nonperformance.

### **3.03 Out-of-Classification Pay**

Any employee working in a higher paid classification for more than ten (10) working days shall receive the pay of that classification. Upon completion of the employee's assignment under the higher pay scale, the employee shall revert to his or her former classification and rate.

### **3.04 Rate of Pay upon Transfer**

Whenever an employee is promoted to a new higher paid classification, he or she will be placed at the step that gives the employee the smallest wage increase. An employee who is transferred to a lower paid classification shall retain her/his step placement. Upon transfer to a position in the same job classification, the employee shall retain her/his pay rate and step placement.

### **3.05 Expenses**

Employees required, or approved, by the District to attend conferences, seminars, and in-service training sessions shall not receive reimbursement for travel, meals, lodging, and registration unless prior approval has been received.

## **SECTION 4 - EMPLOYEE EVALUATIONS**

### **4.01 Evaluation**

The primary purpose of evaluation is to provide continuous improvement in the quality of service to the community/students/staff of the District.

### **4.02 Procedures and Instruments**

The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented.

### **4.03 Frequency**

The frequency of evaluations shall be established at the discretion of the District but will typically be every 3 years.

### **4.04 Receipt of Evaluation**

Each employee shall receive a copy of his or her evaluation. The employee will be expected to sign his or her evaluation but only to acknowledge receipt of the same.

### **4.05 Comments, Disputes**

The employee may respond in writing with his or her comments attached to the completed evaluation.

### **4.06 Evaluators**

The Employer shall have the sole right to determine whether or not employees shall be evaluated and by which supervisory personnel. When a teacher works with an instructional assistant, the teacher may be requested to provide input for consideration.

## **SECTION 5 - RESIGNATION FROM EMPLOYMENT, DISCIPLINE, AND DISCHARGE**

### **5.01 Notice of Termination of Employment**

Employees will give notice of termination of employment, as soon as possible, but preferably at least ten (10) working days prior to the effective date of resignation. If an employee has overused sick, personal, or vacation time earned, the employee will have an amount equal to the value of that overused leave withheld from his or her last paycheck. The District's obligation to pay its share of the employee's insurance benefits will terminate at the end of the month in which the employee works his or her last day.

### **5.02 Discipline and Termination**

Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. Such discipline or termination will not be subject to the grievance procedure provisions of this handbook.

No non-probationary employee may be disciplined or terminated for arbitrary or capricious reasons.

### **5.03 Representation**

In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or the termination of employment, or for the purpose of investigating circumstances which may lead to discipline or discharge, the employee has the right to request representation. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

**PART IV -  
CO-CURRICULAR STAFF**

## SECTION 1 - ATHLETIC AND ACTIVITY ASSIGNMENTS

### 1.01 Letter of Assignment

Employees shall assume responsibility for the supervision of the extra-curricular activities that are included in their letters of assignment. Such activities shall be governed according to the following guidelines:

- A. Extra-curricular assignments will be posted internally to the teaching staff first for a minimum of 5 working days. After that, if the position has not been filled, the assignment will be posted externally.
- B. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. However, under no circumstances shall a Board member work as a coach, assistant coach, advisor, or assistant advisor to an extra-curricular activity.
- C. The stipend for extra-curricular activities shall be specified in the letter of assignment.
- D. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.

### 1.02 Payments

Payments for extra-curricular activities shall be made in accordance with District payroll procedures at the end of the term of the assignment. See the Appendix for the pay schedule information.

### 1.03 Work Schedule

Extra-curricular assignments may occasionally occur during part of an employee's regular workday in his or her other position(s) with the District (e.g., as a teacher). In such cases, the employee shall consult with the supervisor of his or her regular assignment to determine the appropriate course of action. In the supervisor's sole discretion, the employee may be (1) required to work a flexible schedule to make up time lost during his or her regular work week; (2) relieved from the requirement to make up the time lost; (3) required to re-schedule the extra-curricular activity; or (4) required to take any other action that the supervisor deems reasonable. All coaching staff who are not contracted as a full time teacher with the District must log their time that they spend on their assignment. The log must be turned in to the Athletic Director prior to final payment for their coaching duties.

### 1.04 Evaluation of Extra-Curricular Assignments

Individuals holding extra-curricular assignments shall be evaluated in the manner and frequency that their supervisor deems appropriate. When determining the manner and frequency of evaluations, the supervisor may take into account such factors as (1) the individual's experience with the particular activity; (2) input received from participants, parents, and other stakeholders; (3) the extent to which an individual needs additional guidance or oversight; and (4) any other consideration that a supervisor, in their reasonable discretion, deems appropriate.

### 1.05 Volunteers

Upon approval from the head coach/advisor and the athletic director or principal, an individual may serve as a volunteer coach/advisor for an extra-curricular activity. The following guidelines apply to volunteers:

- A. They will not be eligible for salary/wages, stipend, or benefits;
- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
- C. They will be responsible for their own personal injuries(i.e., ineligible for worker's compensation);
- D. They must consent to a background check;
- E. They must follow all District activity, athletic policies and procedures and other Board policies as applicable;
- F. They accept direct and indirect supervision of the head coach; and,
- G. They may be dismissed at any time without cause.

# **PART V - SUBSTITUTE EMPLOYEES**

## SECTION 1 - SUBSTITUTE TEACHERS AND TEACHING ASSISTANTS

### 1.01 Licensure and/or Permit, Training and Evaluation

All substitute teachers and teaching assistants shall have the necessary license and/or permit required by state law to serve in the substitute assignment.

### 1.02 Assignment and Professional Responsibilities

- A. Assignments: The Aesop automated substitute placement system will make all assignments for day-to-day substitutes. The substitute is responsible for their assignments accepted in the automated system.
- B. A “Substitute Folder” will be available for each substitute. It will contain all pertinent information so that the substitute can effectively cover the assignment.
- C. Professional Responsibilities: The professional responsibilities and duties of substitutes shall be consistent with the regular employee responsibilities and duties of the employee for whom they are substituting. When a substitute is employed as a long-term substitute teacher, or is employed at the end of the semester, they are expected to complete all tasks as deemed necessary by the principal.
- D. Long-Term Substitute Teaching Assignment: When a substitute is assigned for more than twenty (20) consecutive days in the same position, the long-term rates apply retroactive to the first day, unless the long-term nature of the assignment is known in advance, in which case payment will begin on the first day.
- E. Substitute Day: A support staff substitute’s absence will have the hours of the assignment documented in the automated placement system. A substitute’s teaching day shall be eight (8) hours for a full day, excluding the duty free lunch, or four (4) hours for a half day.
- F. In-Service: Long-term substitutes may be required at the administrator’s discretion to attend in-service days and will receive their long-term rate.
- G. Lunch: Substitutes shall be provided a lunch period consistent with the staff person that the substitute is replacing.
- H. Orientation Meeting: The District may have an orientation meeting at the beginning of each school year. Attendance at the in-service will be strictly voluntary. Substitutes attending the in-service will not be compensated for their attendance unless otherwise noted.
- I. Substitute Resource Guide: Each substitute will be provided with a resource guide at the beginning of each school year to detail procedures for substituting in the District.

### 1.03 Dismissal/Removal from Substitute List

Substitutes are not regular employees and therefore have no expectation of continued employment. As such substitutes may be disciplined or terminated for any reason and without recourse to the grievance procedure. Substitutes may also be removed from the substitute call list at the discretion of the District for any reason and without recourse to the grievance procedure.

### 1.04 Substitute Teacher Pay Schedule

Substitute teachers shall be employed at the rate established by the District.

# APPENDIX

## New Glarus Teacher Salary Grid 2019-20 FINAL

		Lane	
		BA	MA
		Level	
		1,250	4,000
<b>Start new teachers</b>	<b>3</b>	41,750	45,750
	<b>4</b>	43,000	47,000
	<b>5</b>	44,250	48,250
	<b>6</b>	45,500	49,500
	<b>7</b>	46,750	50,750
	<b>8</b>	48,000	52,000
	<b>9</b>	49,250	53,250
	<b>10</b>	50,500	54,500
	<b>11</b>	51,750	55,750
	<b>12</b>	53,000	57,000
	<b>13</b>	54,250	58,250
	<b>14</b>	55,500	59,500
	<b>15</b>	56,750	60,750
	<b>16</b>	58,000	62,000
	<b>17</b>	59,250	63,250
	<b>18</b>	60,500	64,500
	<b>19</b>	61,750	65,750
	<b>20</b>	67,000	
<b>Permanent Add On's:</b>			
\$ 1,000	<b>Per completion of approved Project Lead the Way Course</b>		
\$ 1,000	<b>Wisconsin DPI Reading Certification (316 / 317)</b>		
\$ 5,000	<b>National Board Certification</b>		
\$ 4,000	<b>PhD</b>		
<b>One time bonus:</b>			
\$ 1,000	<b>State or National Award</b>		

## HOURLY POSITIONS WAGE CHART FOR 2019-20 FINAL

	Starting Pay							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Secretary	\$ 16.75	\$ 17.05	\$ 17.35	\$ 17.65	\$ 17.95	\$ 18.25	\$ 18.55	\$ 18.85
Data Info Specialist	\$ 16.75	\$ 17.05	\$ 17.35	\$ 17.65	\$ 17.95	\$ 18.25	\$ 18.55	\$ 18.85
Administrative Asst Superintendent	\$ 16.97	\$ 17.27	\$ 17.57	\$ 17.87	\$ 18.17	\$ 18.47	\$ 18.77	\$ 19.07
Teaching Asst / 4K Asst	\$ 13.94	\$ 14.24	\$ 14.54	\$ 14.84	\$ 15.14	\$ 15.44	\$ 15.74	\$ 16.04
Spec Ed Asst/Title 1 Asst	\$ 14.29	\$ 14.59	\$ 14.89	\$ 15.19	\$ 15.49	\$ 15.79	\$ 16.09	\$ 16.39
Cook	\$ 14.12	\$ 14.42	\$ 14.72	\$ 15.02	\$ 15.32	\$ 15.62	\$ 15.92	\$ 16.22
Custodial	\$ 15.28	\$ 15.58	\$ 15.88	\$ 16.18	\$ 16.48	\$ 16.78	\$ 17.08	\$ 17.38
Maintenance	\$ 17.88	\$ 18.18	\$ 18.48	\$ 18.78	\$ 19.08	\$ 19.38	\$ 19.68	\$ 19.98
Van Driver Hourly	\$ 17.10							
Bus Hourly	\$ 18.85							
Bus Route Driver (AM/PM) 1.5 hr	\$ 31.24	Route						
	\$ 20.82	Hourly						
Student Worker	\$ 8.50							

**EXTRA CURRICULAR COACH / ADVISORS - 2018-19**

<b>COACHING</b>							<b>ADVISORS:</b>			
		HS/ MS/ ES	boys/ girls/ mixed	Fall/ Winter/ Spring	# of positions	Pay			HS/ MS/ ES	Total Pay
Football	Head	HS	boys	F	1	\$3,350	Yearbook	HS	\$ 1,500	
Football	Asst/JV/Fresh	HS	boys	F	5	\$2,200	Yearbook	MS	\$ 450	
							Yearbook	ES	\$ 450	
Volleyball	Head	HS	girls	F	1	\$2,700	Forensics	HS	\$ 1,650	
Volleyball	JV/Freshman	HS	girls	F	2	\$1,850	Forensics	MS	\$ 700	
							FCCLA	HS	\$ 900	
Cross Country	Head	HS	mixed	F	1	\$2,560	FCCLA	MS	\$ 450	
Cross Country	Asst	HS	mixed	F	1	\$1,800	FFA	HS	\$ 900	
							Student Council	HS	\$ 1,250	
Basketball	Co-coach	MS	girls	F	2	\$ 750	Student Senate	HS	\$ 900	
							Student Senate	MS	\$ 900	
Volleyball	Co-coach	MS	girls	F	2	\$ 750	National Honor Society	HS	\$ 900	
							Jazz Band	HS	\$ 1,300	
Cheerleading	Football	HS	girls	F	1	\$ 800	Chamber Choir	HS	\$ 1,300	
							Pep Band	HS	\$ 1,850	
Basketball	Head	HS	boys	W	1	\$3,350	Mock Trial	HS	\$ 1,000	
Basketball	JV/Freshman	HS	boys	W	2	\$2,350	Robo League	MS	\$ 900	
							Science Club	HS	\$ 450	
Basketball	Head	HS	girls	W	1	\$3,350	Spanish Club	HS	\$ 450	
Basketball	JV/Freshman	HS	girls	W	2	\$2,350	GAPP	HS	\$ 450	
							GSA	HS	\$ 450	
Basketball	Co-coach	MS	boys	W	2	\$ 750	Math Club/Math Meet Coach	HS	\$ 1,350	
							Math Club/Math Meet Coach	MS	\$ 1,350	
Baseball	Head	HS	boys	S	1	\$2,650	Safety Patrol	MS	\$ 950	
Baseball	JV/Freshman	HS	boys	S	2	\$1,900	PBIS	ES	\$ 2,560	
							PBIS	MS	\$ 2,560	
Softball	Head	HS	girls	S	1	\$2,650	PBIS	HS	\$ 2,560	
Softball	JV/Freshman	HS	girls	S	2	\$1,900	Musical/Play Directors	HS	\$ 2,750	
							Knightly News	HS	\$ 900	
Golf	Head	HS	mixed	S	1	\$2,240	Art Club	HS	\$ 450	
Golf	JV	HS	mixed	S	1	\$1,920	Computer Science	HS	\$ 450	
							Skills USA	HS	\$ 900	
Track	Co-coach	MS	mixed	S	2	\$ 900				

**Sport Event Workers:**

Sport Events are paid at \$25 per one equalalent. Some events are worth more than 1 sport event.

**Sport Event Worker Day**

Teaching staff can sign up for 5 events\* in order of seniority in the District. After the first round of teachers has had an opportunity to sign up, teachers will have the opportunity to sign up for any remaining events without regard to seniority. After that, the remainder of the events may be filled with other staff with prior approval of the Human Resource office to ensure Labor and Hour Laws and other benefit issues have been addressed. Any non staff members who are interested in taking the remaining jobs must have prior approval by the Human Resource office. The events will be organized by the Athletic Director.

Staff who work 5 or more Sporting Events will earn a "Sport Event Worker Day". The time off earned as a "Sport Event Worker Day" follows the same rules as a Personal Day when determining how it can be used. Only 1 "Sport Event Worker Day" can be earned in a school. The day cannot be carried over past the current school year. If the day has not been used during the school year, \$125 (\$25 per event) will be paid to the employee on the June payroll.

The Athletic Director will provide the business office with the names of the event workers. The District may, and reserves the right to decline to have any individual work a particular event or events.

## SECTION 3 - WAGE COMPENSATION AND EXPENSES

### 3.01 Wage Schedule

See the Support Staff Wage Schedule in the appendix. Other non-support staff covered under Part III of this *Handbook* will be addressed individually. The structure and adjustments provided for in this version of the employee handbook may be subject to change in future years at the discretion of the district.

### 3.02 New Employee Wage Schedule Placement for Support Staff

- A. New employee placement – New employees shall be placed on the wage schedule at Step 1 of their job classification, **unless they have similar experience from another school district. In that case they shall be placed on the salary grid commensurate with their school district experience. Employees may be placed on the salary grid, beyond their years of experience at the discretion of the District Administrator, in cases where there is a lack of quality candidates.**