

**EMPLOYEE HANDBOOK**  
**July 1, 2022**

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

Please note that the terms of the *Employee Handbook* cannot contravene terms in a collective bargaining agreement or individual employment contract.

All cited references are to sections of the Wisconsin Statutes as amended to date.

# Employee Acknowledgment

To be signed and returned to District Human Resources

I hereby acknowledge that it is my responsibility to become familiar with the contents of the Verona Area School District (District) *Employee Handbook*. My signature below indicates that I have read the *Handbook* and understand that I am expected to abide by the standards, policies and procedures defined or referenced in this document. I also understand that I am also to become familiar with and abide by the additional regulations, policies and laws found in the District School Board policies. The *Employee Handbook* and other School Board policies can be found on the District's website at [www.verona.k12.wi.us](http://www.verona.k12.wi.us). This handbook is part of School Board policy. As with any School Board policy, the information contained in this *Handbook* is subject to change. As the District provides updated policy information, I accept responsibility for reading and understand the expectation that I abide by the changes.

I understand that this *Handbook* does not constitute an employment contract. For those employees covered by Part II, I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor and Human Resources of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation regarding this Handbook, any Board policies or regarding any aspect of my employment. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation or a parking ticket received as a result of my operation of a District motor vehicle). I also agree that the District may withhold liquidated damages fees for breach of contract if I leave my employment without paying the fee or without prior approval. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

I understand that this *Employee Handbook* replaces any and all prior verbal and written communications regarding the Verona Area School District's working conditions, policies, procedures, appeal processes, and benefits.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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# Verona Area School District Strategic Pillars

## **Pillar 1: Authentic Relationships**

Authentic relationships are developed by: creating a welcoming environment for students, staff, families, and the community; nurturing open, trusting relationships; practicing mutual respect; and engaging in pro-active communication. We encourage family and community engagement in every school, seek innovative ways to encourage culturally-responsive collaboration - within and outside of VASD, and embrace a "*We Are In This Together*" environment for students, staff, families, and community members that supports a shared responsibility for student success.

## **Pillar 2: Equitable Allocation of Resources**

Resource allocation (money, time, people, and space) is about priorities. VASD has identified student needs and access to opportunity as resource allocation priorities. We use data to determine the greatest areas of need and focus, and we allocate resources to increase access to opportunity based on student needs in a way that is transparent, easily understood, and measurable. All resource allocation decisions are viewed through the lens of the Equity Framework.

## **Pillar 3: High Expectations for Every Student**

We have high expectations for individual student growth and utilize data to determine whether we are providing rigorous and relevant programs - and the necessary supports for success - for every student. Specific, measurable, academic, and social-emotional benchmarks across the PreK-12 continuum are in place, to ensure every student is prepared for post-secondary success.

## **Pillar 4: Safe, Inclusive Learning Environment**

Everyone has a place in our schools, feels valued and is safe. Learning environments are culturally-responsive, inclusive and have systems of support that ensure physical, emotional, and social safety for all members of our school community.

## **Pillar 5: Supporting and Empowering Staff**

Staff voice, engagement, and success is integral to implementation of the district's mission and goals. Our governance and continuous improvement model and Equity Framework empower and guide staff. Through our system of supports, staff feel valued, appreciated, have high expectations for themselves, and have built organizational trust. All staff have clear performance expectations that drive evaluation, professional development, and

accountability. Systems are in place to support recruitment, retention, and succession planning.

## **District Emergency Procedures**

### **A. School Safety**

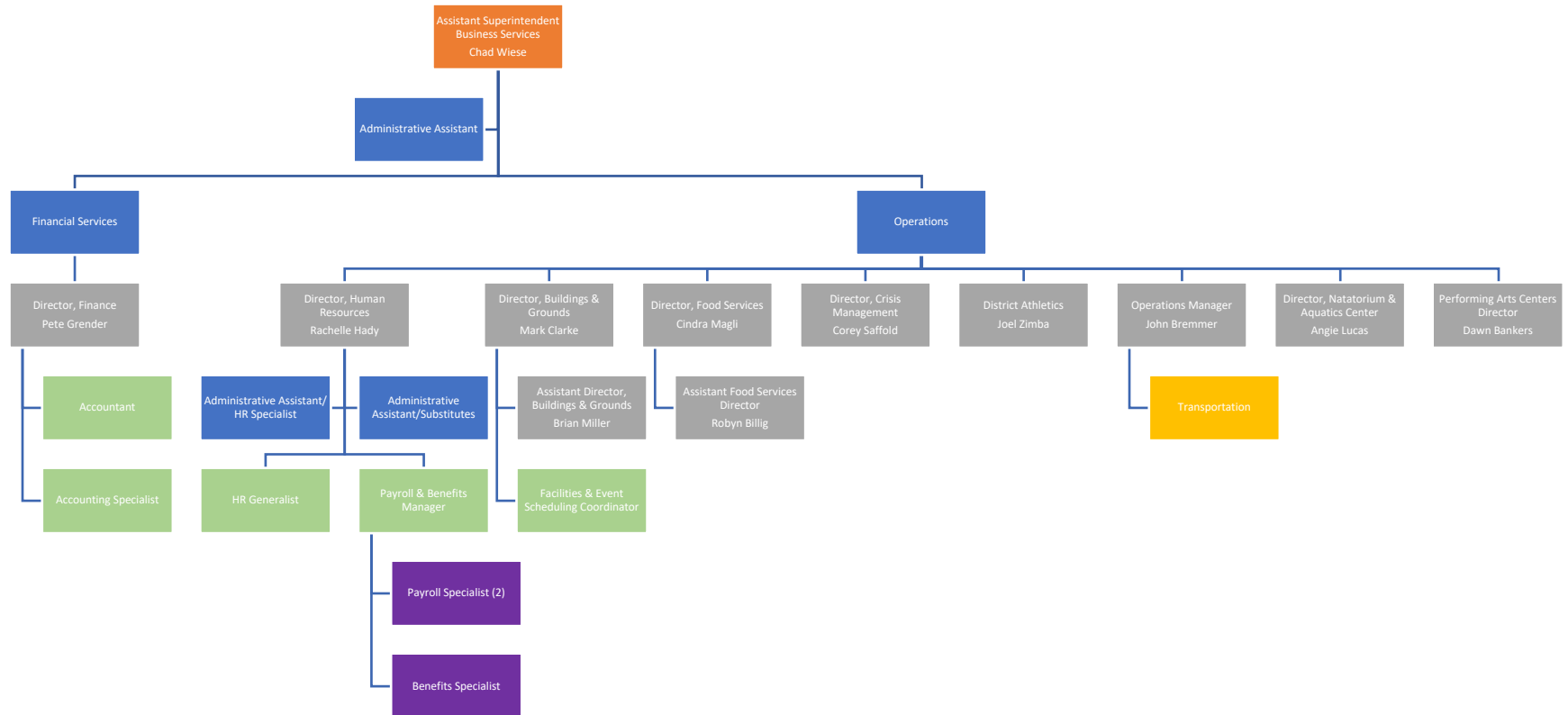
Maintaining a safe and secure educational environment is the responsibility of every employee. Quality instruction cannot occur unless students first feel safe while at school. It is the responsibility of every employee of the District to understand and follow the District Safety Plans. These plans can be viewed by employees on the VASD Intranet. [VASD Policy 720](#)

1. Identification Badges: All employees, while carrying out their employment duties, shall display identification badges in plain view. Badges must be worn on a lanyard around the neck or in some other fashion above the waist. [VASD Policy 731.2](#)
2. Emergency Plans: All employees are expected to know and follow the emergency plans in place for each building. Each employee should know who the members of your site's Building Emergency Response Team (BERT). In the event of an emergency, staff should call "911", report the emergency, then notify building administration. BERT team contact information can be viewed by employees on the VASD Intranet.
3. Door Access: Staff must maintain the physical integrity of our schools. All doors except the main entrance and/or other exits designated by the District as monitored entrances must remain locked during the school day. Unlocking or propping open doors that are to remain closed are prohibited.
4. Crisis Communication: In the event of a crisis, the Superintendent shall act as the District's spokesperson. In the absence of the Superintendent, the appointed designee shall serve as spokesperson. No other employees are authorized to share any information with the media. [VASD Policy 821.1](#)

# **Verona Area School District Organizational Charts**

## **Superintendent's Cabinet**

# Business Services Team

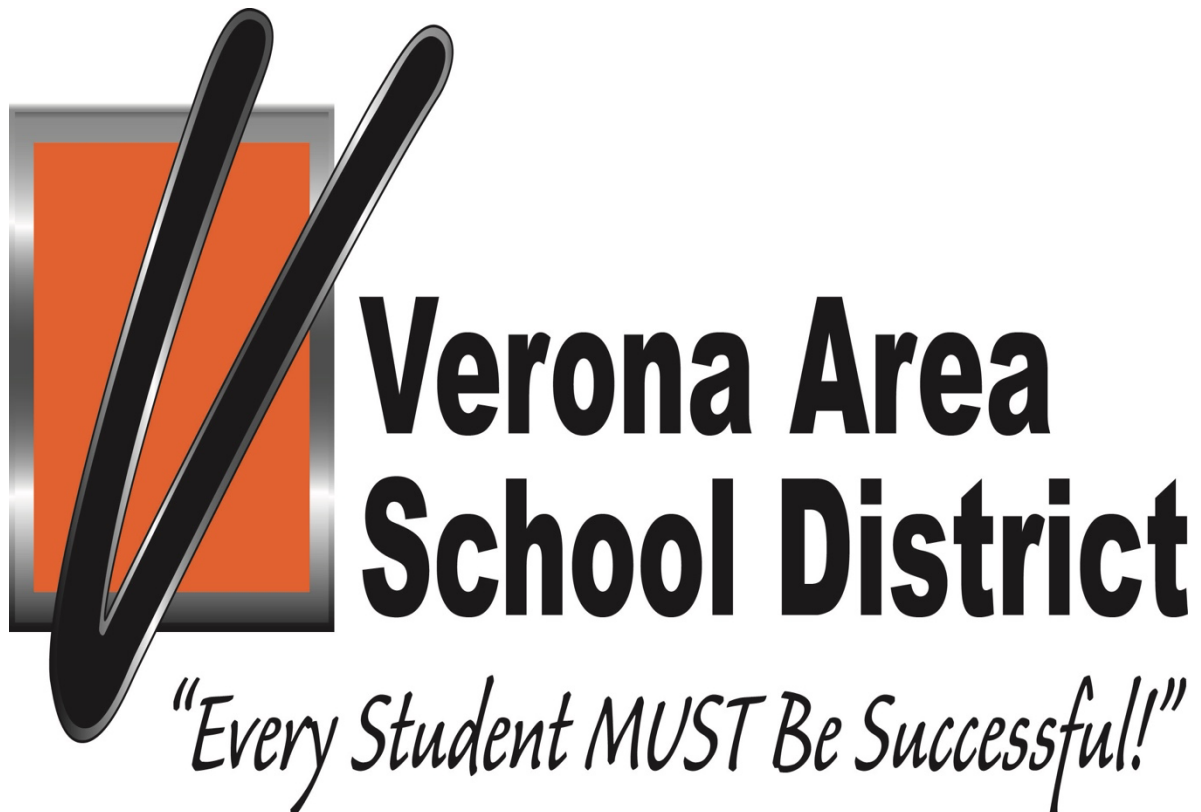


## **Student Services Team**



## **Academic Services Team**





## **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 all Verona Area School District (hereinafter referred to as “District”) employees.
- B. Disclaimer: The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, or change handbook, policies, or procedures, in whole or in part, at any time with notice per School Board rules. Any specific changes made by the School Board subsequent to publication of this document are controlling. In case of a direct conflict between this *Handbook*, rules, regulations or policies of the Board and any specific provisions of an individual contract or collective bargaining agreement, the individual contract or collective bargaining agreement shall control. This *Employee Handbook* is intended to provide employees with employment information regarding policies, procedures, ethics, expectations, and standards of the District; however, this *Handbook* should not be considered all inclusive. This *Employment Handbook* is subservient to and does not supersede the provisions set forth in District policies. Copies of Board Policies and Administrative Regulations are available on the Verona Area School District website at [VASD Board of Education Policies](#).

It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Verona Area School District Board of Education.

## **1.02 Employee Position Group Definitions**

- A. Administrative: Administrative positions are defined as exempt positions where a contract pursuant to § 118.24, *Wis. Stats.* is required or the position is otherwise identified by the District as administrative in nature.
- B. Confidential, Technical, Supervisory (CTS): Exempt and non-exempt positions that are considered “confidential” (e.g., may have access to collective bargaining and/or other privileged information), technical in nature or supervisory positions (not to include administrators with supervisory duties).
- C. Extra-Curricular: Extra Curricular positions are exempt and involve before and after school clubs, activities, sports, school leadership and/or other special duties.
- D. Hourly Support: Hourly support staff positions are defined as those where non-exempt (e.g., eligible for overtime) work is performed in the District. This group of positions excludes these other non-exempt position groups: confidential/technical/supervisory, and miscellaneous.
- E. Miscellaneous: Any other position not otherwise defined by the District.
- F. Substitute: Substitute positions are defined as those used to fill day to day or long-term absences or when a position is vacant due to turnover. These exempt positions are not subject to §118.22 nor § 118.24, *Wis. Stats.*
- G. Summer/Seasonal: Summer and seasonal position are exempt and non-exempt positions filled for only a portion of the calendar year.
- H. Teacher: Teacher positions are defined as exempt positions where a contract pursuant to §118.22, *Wis. Stats.* is required or the position is otherwise identified by the District as teaching in nature.

## **1.03 Definition of Employment Terms**

- A. Continuing Position: A continuing position is defined as a position that is anticipated to continue from one school year to the next, regardless of the length of assignment (school year, 11-month, 12-month, etc.) The District, at its discretion, may add, reduce, or otherwise amend continuing positions based on the needs of the District. Notice of changes to continuing positions will be made pursuant to state statute (if applicable) and this employee handbook.
- B. Daily Rate: For exempt (salaried) employees, their daily rate shall be the quotient of their annual salary divided by the number of work days identified in their employment contract.

- C. Discipline: Discipline is defined as an employee suspension [unpaid or paid], or a written reprimand.
- D. Extended School Year: Additional required educational activities for students with special needs that typically take place over the summer.
- E. Exempt: Positions that do not qualify for overtime per the Federal Fair Labor Standards Act. Exempt employees are paid a salary regardless of hours worked, except as specifically noted in this employee handbook.
- F. Hourly: A position that is not exempt from the overtime provisions of the Federal Fair Labor Standards Act. Work is paid by the hour, with overtime as applicable.
- G. Hourly Rate: For non-exempt staff, the hourly rate is the amount identified on the appropriate salary schedule. For salaried staff, it is the quotient of their daily rate divided by the number of hours considered full time for their employee group (e.g., seven and one-half [7.5] hours/day for teachers and eight [8] hours/day for administrators).
- H. Non-Exempt: Employees who are paid on an hourly basis and are eligible for overtime under the Federal Fair Labor Standards Act.
- I. Salaried: An employee whose position is exempt from the overtime provisions of the Federal Fair Labor Standards Act and is paid a defined amount of money to complete the work of the position, rather than by the hour.
- J. Summer School Employment: Work for the District during a summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.
- K. Supervisor: The person charged with evaluating the work performance of an employee, approving time off and/or time worked, etc.
- L. Temporary: Positions filled for a specific project or for a specific length of time, not to exceed one year. An employee in a temporary position has no expectation of continued employment. The phrase "one year, non-continuing contract" may also be used to describe temporary teacher positions.
- M. Termination: Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the

purposes of this document, “termination” shall not include voluntary retirement, voluntary resignation or a nonrenewal of contract under § 118.22, Wis. Stats, § 118.24, Wis. Stats. or a non-reappointment to a Non-Represented/Part-time/Miscellaneous position.

#### **1.04 Types of Employment**

- A. Full-time: A position scheduled to work thirty-seven and one-half (37.5) or more hours per week on a regularly scheduled basis.
- B. Part-time: A position scheduled to work less than thirty-seven and one-half (37.5) hours per week on a regularly scheduled basis.

### **SECTION 2.EMPLOYMENT LAW**

#### **2.01 Employment of Minors**

No one under eighteen (18) years of age will be employed without providing proper proof of their age. Minors will be employed only in accordance with state and federal laws and District policies. All employees under the age of sixteen (16) must have a work permit on file with the District before beginning their employment. Pursuant to state law, employees required to obtain a work permit will be reimbursed by the employer for the cost of the work permit fee.

#### **2.02 Equal Opportunity**

The Verona Area School District is an equal opportunity employer. Personnel hiring and administration in the District shall be conducted so as not to discriminate against applicant or employee on the basis of age, race, religion, sex or sexual orientation, gender identity, marital status, national origin, disability or handicap, creed, color, political affiliation, pregnancy, citizenship, ancestry, arrest record, conviction record not substantially related to a person's job or activity in the school, membership in the national guard, state defense force or any other United States or Wisconsin reserve component of the military forces, use or nonuse of lawful products off school premises during non-working hours, or any other reason prohibited by state or federal law.

The District carefully and systematically examines all employment policies and practices to be sure they do not either purposely or inadvertently operate to the detriment of any persons.

Reasonable accommodations shall be made for qualified individuals with a disability or handicap unless such accommodations would impose an undue hardship to the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities. 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 District policy. [VASD Policy 511](#)

### **2.03 Equal Opportunity Complaints**

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District. [VASD Rule 511](#)

### **2.04 Fair Labor Standards Act**

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA]. For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found in Appendix A. Notification of rights under the FLSA is set forth in the employment posters in each work site employee lounge.

### **2.05 Family and Medical Leave Act**

- A. Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Handbook* as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). The notice is included in Appendix B. Notwithstanding above, employees who are not eligible for FMLA leave due to being part-time or have not met the 12-month employment requirement under FMLA law, may be eligible for FMLA-like leave for their own serious medical condition or for the serious medical condition of a family member, up to 60 days of time off. FMLA-like leave may not be used to extend FMLA leave and not be used in-lieu of FMLA leave.
- B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five (5) business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).
- C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <http://www.dol.gov/whd/fmla/finalrule/WH381.pdf>.

- D. Designation Notice. The District shall “inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA.” U.S. DEP’T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).

## **2.06 Immigration Law Compliance**

Pursuant to the requirements of federal law, the District will only employ United States citizens and aliens who are authorized to work in the United States. Therefore, candidates recommended for employment must complete Form I-9, Employment Eligibility Verification before commencing work and at other times prescribed by applicable law or District policy. Except as otherwise required by law, information concerning work authorization status of an applicant or employee shall be kept confidential.

## **2.07 Discrimination and Harassment**

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment based on any personal characteristic described above in Section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace.

Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile, or offensive working environment. Supervisory criticism as part of a performance evaluation and/or progressive discipline process, is not considered harassment unless it meets any of the criteria identified in this section. In addition, unprofessional conduct, rudeness, or lack of consideration are examples of conduct that are unlikely to constitute harassment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

- A. Unwelcome sexual advances, comments or innuendos;
- B. Physical or verbal abuse;
- C. Jokes, insults, or slurs directed toward the protected groups set forth above (Such comments are unacceptable whether the individual within the protected class is present in the workplace to overhear them and whether a member of a class professes to tolerate such remarks);

- D. Taunting based on personal characteristics described above intended to provoke an employee; and/or
- E. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

## **2.08 District Policy on Harassment**

All employees are responsible for ensuring that discrimination and harassment do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations, and operations. Anyone who believes that they have been the subject of discrimination or harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures.

All reports regarding employee discrimination or harassment shall be taken in good faith, seriously, treated fairly and promptly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee discrimination or harassment. Actions that result in discrimination on a basis not related to an employee's job performance or those that are determined to be harassment shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of potential discrimination or alleged harassment to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of potential discrimination or alleged harassment, as described above, may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to discrimination or harassment complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal. [VASD Policy 512](#)

## **2.09 District Employee Complaint Procedures**

This policy and its accompanying procedures shall be published annually and distributed to all staff. [VASD Rule 511](#)

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

## **3.01 District Expectations**

The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, students, and community members. 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. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

The following delineation of employment practices 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.

This handbook and any other relevant documents will be made available to each current employee with an opportunity to have any questions answered. In addition, employees new to the District will receive orientation to these procedures and expectations.

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

All accidents/incidents occurring on District property, school buses or during school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. Accident Report forms for students and adults can be accessed online and must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, whichever is later.

In the event of a work-related accident or injury, please see the Worker's Compensation section of this *Handbook*. Employees who injure themselves while on the job must complete and submit an accident report within twenty-four (24) hours of the injury. This includes injuries that do not require medical attention. Immediately following the accident, complete an accident report and send it to Human Resources. If you seek medical treatment due to a work-related injury, you must provide a copy of written work restrictions from your treating physician prior to your next scheduled work shift.

The District encourages employees to use GHC or UW Health providers to treat work-related injuries or illnesses.

### **3.03 Attendance**

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned work schedule. For the schools 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 work rules for reporting his/her absence. These work rules can be found on the District Departments/Human Resources & Payroll under the “Absence Reporting and Time Entry” tab. [VASD Absence Reporting and Time Entry Work Rules](#)

Any time spent not working during an employee’s scheduled day must be accounted for in Skyward using the appropriate reasons. The District will monitor attendance and absence patterns. Theft of time, improper modification of time worked records, failure to notify the District of an absence, failure to return to work within three (3) days following the expiration of an authorized leave of absence, or failure to report to work for three (3) days without providing notice may result in disciplinary action up to and including termination.

### **3.04 Employee and Labor Organization Use of Facilities, Equipment, and Communications**

Employees and/or employee labor organizations may use District facilities, equipment and communication tools as follows:

- A. Labor organizations of District employees may use a school building facility for which a building use rental fee is typical required, after school hours, without charge up for up to ten (10) meetings per school year to meet with members. Labor organizations of District employees may use other District spaces for which a building use rental fee is not collected after hours on an as needed and necessary basis.
- B. Employees may use the school building facilities outside the school hours as part of any civic association, so long as District facility use guidelines are followed. The superintendent may waive any scheduling and/or fee requirements.
- C. The Employer shall provide a bulletin board in each building 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 District policy and applicable law. Employees may, as a privilege, post notices of activities and matters of employee concern on bulletin boards in areas designated for employee use, which shall not be in areas open to the public or students. Such use may not include material critical of the District and may not include partisan political material. The Superintendent will be provided a copy of all posted material upon request.
- D. If collective bargaining units exist, the Association will be allowed to post items on the bulletin board subject to the restrictions set forth herein and as amended by policy or the Employee Handbook. All distributed and posted materials shall always be professional in approach, shall not be offensive, derogatory, and/or inimical to the District, staff, students, parents, its board,

administrators, or taxpayers and shall not be in contravention of any District policy or law. The Superintendent will be provided a copy of all posted material upon request.

- E. Employees and associations shall have the right to use District interschool mail, email, and phone systems. In addition, they may use school equipment including, but not limited to: typewriters, duplicating equipment, calculating machines, computers, and other equipment at reasonable times, when such equipment is not otherwise in use, scheduled to be used, or requested to be used by students or staff. The equipment shall only be used for materials required for formal Association meetings and related union business and employees shall not use District equipment for commercial purposes. In no instance are District supplies to be used.
- F. These privileges may be terminated by the District after due notice and hearing of any violation. In addition, this entire subsection, except the first sentence, shall be immediately suspended by the District during any slow-down, strike, work stoppage, and/or violation of a collective bargaining agreement.

### **3.05 Employee Rights to Self-Organize**

Our employees have the right of self-organization, and the right to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection. Our employees also have the right to refrain from any and all such activities. Our employees do not need to join a labor organization to work here and have the right to refrain from paying dues even while remaining a member of a collective bargaining unit.

This handbook, and the wages, benefits, terms, and conditions of employment detailed herein, applies to all employees regardless of whether they participate in a labor organization.

### **3.06 Child Abuse Reporting**

- A. Except as provided under §48.981 (2m), Wis. Stats., school employees who have reasonable cause to suspect that a child has been abused or neglected or who have reason to believe that a child has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B.
- B. The employee shall immediately inform, by telephone or personally, the applicable county department 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. The employee must also notify their building principal/immediate supervisor.

- C. The District Board Policy 454 on Reporting Child Abuse/Neglect can be accessed at [VASD Policy 454](#).

### **3.07 Communications**

- A. All employees must read, sign, and submit a completed Acceptable Use Policy agreement before they receive access to District communication tools.
- B. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records.
- C. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations, or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g., surveillance videos, extracurricular activities, voicemail recordings.
- D. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
  - i. Confidentiality of student records. [VASD Policy 347](#)
  - ii. Confidentiality of other District records, personnel files, and medical information. [VASD Policy 526](#)
- E. Personal Web Pages: Employees may not misrepresent the District by creating or posting any content to any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may

purport to speak on behalf of the District through any personal or other non-authorized website.

- F. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

### **3.08 Confidentiality**

Pupil information employees obtained 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 Board policy. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

### **3.09 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 their position to obtain financial gain or anything of substantial value for the private benefit of themselves or their immediate family, or for an organization with which they are associated. [VASD Policy 533.2](#)

### **3.10 Contracts and Conflict of Interest**

No employee may negotiate or bid for or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs regarding that contract some function

requiring the exercise of discretion on the employee's part. *See § 946.13(1)(a) and (b), Wis. Stats.*

### **3.11 Copyright**

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video, or computer-programmed materials, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as “fair use” under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the Director of Educational Technology. [VASD Policy 771](#) and [VASD Rule 771](#)

### **3.12 Criminal Background Checks/Charges/Convictions – Obligation to Report Criminal Record**

#### **A. Job Applicants**

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

#### **B. Current Employees**

- i. Current District employees shall be required to immediately notify their immediate supervisor or administrator after any arrest, indictment, conviction, no contest plea or guilty plea, or other

adjudication of the employee for any felony, misdemeanor, or other offense immediately.

- ii. Employees are not required to report minor traffic violations. However, for positions requiring driving duties, an offense of operating a vehicle while under the influence, revocation, or suspension of a license, and driving after revocation or suspension are required to be reported.
- iii. The District shall conduct an annual driver's license record check on all District employees who drive a District vehicle, operate mobile equipment for the District, or transport children. The District may also conduct criminal history and background checks on current District employees as deemed appropriate.
- iv. An employee's arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the criminal record information and make related employment decisions in accordance with provisions of the District's current Employee Handbook and applicable legal requirements.  
[VASD Policy 533.1](#)  
[VASD Rule 533.1](#)

### **3.13 District Property**

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for 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 by enumeration: employee identification badges and/or the key fob for building entry. District equipment borrowed for short term use should be returned as soon as possible after project completion.

### **3.14 Diversity Initiatives**

It is the policy of the District to take initiatives to achieve equal employment opportunity in all personnel actions and procedures, including, but not limited to, recruitment, hiring, training, transfers, promotions, compensation, gender identity, gender, gender assignment and other benefits.

This policy is to be administered not only without prejudicial and discriminatory regard to any protected status which includes but is not limited to race, creed, color, disability, national origin, sexual orientation, religion, age, and sex, but special efforts in recruitment and employment shall be taken to overcome barriers to equal employment opportunities.

[VASD Policy 533](#)

### 3.15 Drug-, Alcohol-, and Tobacco-Free Workplace

The District seeks to provide a safe, drug-free workplace for all 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, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. [VASD Policy 522.1](#)
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats. [VASD Policy 831](#)
- C. Drug-Free Awareness Program: The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and (if applicable) employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. 41 U.S.C. § 702(a) (1).
- D. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech, or body odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.



- E. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline, or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution [41 U.S.C. 702(a)(1)(A)]. Compliance with the District's policies and rules is mandatory and is a condition of employment.
- F. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than three (3) days after such conviction. Within ten (10) days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a)(1)(D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].
- G. Employee Assistance Program: The employee assistance program (EAP) is a confidential, voluntary work-site program to assist employees affected by behavioral, medical or productivity concerns or problems. EAP helps in the prevention, identification and resolution of these problems and concerns. The Standard is our EAP provider and can be viewed under District Departments; Human Resources and Payroll; Employee Benefits at [VASD EAP Link](#) or by calling 1-888-293-6948.

### **3.16 False Reports**

Employees may be disciplined for filing false reports or statements including but 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.

### **3.17 Financial Controls and Oversight**

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the Superintendent or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited

disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor their area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

### **3.18 Fraud and Financial Impropriety**

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

- A. Fraud and financial impropriety shall include but is not limited to the following:
  - i. forgery or unauthorized alteration of any document or account belonging to the District;
  - ii. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
  - iii. theft and/or misappropriation of funds, securities, supplies, or other District assets, including employee time;
  - iv. impropriety in the handling of money or reporting of District financial transactions;
  - v. profiteering due to insider knowledge of District information or activities;
  - vi. unauthorized disclosure of confidential or proprietary information to outside parties;
  - vii. unauthorized disclosure of investment activities engaged in or contemplated by the District;
  - viii. 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 District policy;
  - ix. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;

- x. failure to provide financial records required by state or local entities;
  - xi. failure to disclose conflicts of interest as required by law or District policy;
  - xii. disposing of District property for personal gain or benefit and,
  - xiii. any other dishonest act regarding the finances of the District.
- B. Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the Superintendent or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, Superintendent, 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.

### **3.19 Gambling**

Gambling on District-owned or leased premises is prohibited at all times. Gambling during the workday on or off District property is prohibited.

### **3.20 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 policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of school board officials or by an umbrella or affiliate organization of such statewide association of school board officials. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students. **Note:** Immediate family shall be defined as a 'relationship of affinity' as used in [VASD Policy 533.2](#)

It is the District's policy [VASD Policy 524](#) 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 should be referred to the Assistant Superintendent of

Business Services or designee 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 should be graciously declined. Please refer to § 19.59, Wis. Stats.

- B. Sale of Goods and Services: No District employee may receive for their personal benefit anything of value from any person other than themselves employing 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 their employing District or at an activity of their employing District. § 118.12, Wis. Stats.

### **3.21 Honesty**

Honesty is a core value in the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, pupil records, etc.

### **3.22 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/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.
- B. Investigation Interplay with Potential Criminal Conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided 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.

### **3.23 Licensure/Certification**

Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in their personnel file. Personnel files can be found on the VASD Intranet and access is granted through the Human Resources Department. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. Employment under § 118.21 and § 118.24, Wis. Stats. are conditioned upon proper possession of State of Wisconsin licensure. 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 shall terminate if, and when, the authority to teach terminates. An administrative contract with any person not legally authorized to be an administrator shall be void. All administrator contracts shall terminate if, and when, the authority to be an administrator terminates.

### **3.24 Nepotism**

- A. To ensure sound management policies and procedures and to avoid actual or potential conflicts of interest, no individual who is related to any employee of the District by affinity or consanguinity shall be appointed to and/or assigned to a position having a conflicting interest with a position held by an individual with whom they are related. Conflicting interest is defined as having direct responsibility involving power to recommend appointment, dismissal, promotion, retention, demotion, and salary or for supervision and evaluation of an individual with whom they are related by affinity or consanguinity. For purposes of this policy, a “relationship of affinity” is defined as one that includes, but is not limited to, a relationship which an individual has with their spouse, domestic partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent (for example, sharing the same place of residence). A “relationship by consanguinity” is defined as a relationship which an individual has with a blood relative that extends to first cousin.
- B. Should a District employee be called upon to participate in a decision to hire, retain, promote, demote, dismiss, evaluate, or determine the salary of a person related to them by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate their decision-making authority regarding that person to the Superintendent or their designee. Should the Superintendent or their designee be called upon to participate in a decision to hire, retain, promote, demote, dismiss, evaluate, or determine the salary of a person related to them by affinity or consanguinity, they shall refrain from participating in such decision and shall instead delegate their decision-making authority in regard to the employment status of that person to another employee of the District.
- C. Nothing in this policy shall be construed as discouraging the appointment of relatives for positions not designated by this policy as being in conflict. Except as restricted by this policy, each recommendation for employment shall be based upon the best-qualified applicant for the position to be filled. Nothing in this policy shall be construed to limit the opportunity for promotion of any person employed by the District.

- D. In situations where a conflict of interest arises during employment, the Superintendent shall review the situation on a case-by-case basis and the Superintendent's decision shall be final. [VASD Policy 533.2](#)

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

- A. Records Check: All employees who drive a District vehicle, operate mobile equipment or transport students in a private vehicle 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, ditch witches, UTV's and golf carts.
- B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment or transport students in a private vehicle must immediately notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. Citations related to the vehicle itself (i.e., lighting, title, plates, etc.) are not the responsibility of the employee. Supervisors receiving such notice will immediately notify the Business Office. Payment for any driving related citations received while driving a District vehicle 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 in paragraph A, above and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within thirty (30) days of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.
- D. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. *See § 121.52(2), Wis. Stats.*
- E. Personal Transportation Utilized for School Use and Insurance Requirements
- i. Use of private car transportation for pupils is discouraged. Employees must notify and receive approval from the appropriate supervisor 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. *See § 121.555, Wis. Stats.*
  - ii. When a private vehicle is used to transport students by an employee or another authorized driver, proof of current motor vehicle insurance,

which must include liability coverage, vehicle safety check and medical assessment must be submitted to the Business Office at least ten (10) days in advance of a planned trip. Current driver's license information must also be provided.

### **3.26 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 as determined by the District. The Board of Education 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 regularly scheduled 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. See individual employment contracts, if applicable, for additional information regarding outside employment. [VASD Policy 539.1](#)

### **3.27 Work Attire and Personal Appearance**

- A. It is the District's expectation that employees present a well-groomed, professional appearance and to practice good personal hygiene. Clothing and/or appearance that a supervisor considers disruptive, inappropriate or which otherwise adversely affects the educational atmosphere is not permitted.
- B. Appropriate safety gear shall 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. In accordance with Wisconsin Administrative Code, at all times when a district lifeguard is on duty, lifeguards shall wear clothing that is conspicuously marked "Lifeguard" or "Guard", a rescue tube with a harness as instructed in national certification courses, and a whistle. The District shall provide for the cost of the shirt and the whistle. Lifeguards must also wear a swimsuit while on duty. The District will purchase one swimsuit per year for each lifeguard hired. District purchased uniforms may not be worn when the employee is off-duty.

### **3.28 Personal Property**

- A. Liability: The District does not assume any responsibility for loss, theft, or damages to personal property. 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.

- B. Search of Personal Effects [Please see Section 3.40 of the *Handbook for information on the Search of District Property*]: Employees should have no expectation of privacy to items contained 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. with searches conducted in accordance with District policies. Items not in plain view and observed within personal property, e.g., purse, satchel, wallet, coat, backpack, etc., may only be searched in accordance with applicable state and federal law.

### **3.29 Personnel Files**

- A. The District shall keep only one (1) official personnel file. Personnel records are maintained in a digital format. Except for teacher evaluations conducted through the Educator Effectiveness process, employee performance evaluations shall be included in the personnel file. No material relative to an employee's performance evaluation, discipline, termination, or workplace safety will be placed in the personnel file unless the employee has had an opportunity to read the material. The employee shall have the right to answer or qualify any material or report filed, and the employee's answer shall be attached to the material in the file and removed when and if the material is removed. Materials related to any grievance matter shall not be maintained in an employee's personnel file.
- B. Complaints regarding an employee made to the administration and/or District, which become an employment issue, shall be described in writing by the administration and promptly called to the employee's attention.
- C. Employees shall have the right to access their digital personnel file. A user name and password are provided by Human Resources. Employees shall have the right to a duplicate copy of records included in the personnel files except for records defined to be confidential under § 103.13 Wis. Stats. With written authorization by the employee, a representative of the employee may also view the employee's personnel file. If employees receive a duplicate copy of records, they may be required to pay a reasonable amount per copy not to exceed the amount required of the general public for copies.
- D. Employees may make a written request of the superintendent to remove obsolete documents and disciplinary records related to offenses which have not been repeated within a five (5) year period from their personnel file.



### **3.30 Personnel – Student Relations**

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Employees shall not spend time outside of work with students without prior supervisor approval and confirmation of related school or extra-curricular activities. 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 inappropriate social or romantic relationships with students, regardless of whether the student is over the age of 18. Employees shall not use profane or obscene language or gestures in the workplace. Employees should refrain from texting or communicating through social media with students unless for school or extra-curricular related reasons. Employees may not view material with sexual content on work systems or during the work day, regardless of whether children are present.

### **3.31 Physical Examination**

- A. Examination: Upon initial employment and thereafter as directed, physical examinations shall be required of District employees in accordance with § 118.25 Wis. Stats. This examination shall include a Tuberculosis (TB) skin test screener. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.
- B. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination. [VASD Policy 523.1](#)

### **3.32 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 school employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- B. No school 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. After school union meetings are exempt from this provision.

- C. No school 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. [VASD Policy 824](#)

### **3.33 Position Descriptions**

Position descriptions are available for inspection for each District employee and are located on the District Internet under Human Resources. At a minimum, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of the job description, with or without accommodations.

### **3.34 Posting of Positions**

The superintendent shall notify the employees via email of all vacant administrator, teaching, hourly support staff and non-union support staff positions amounting to an increase of one-half (.5) full time equivalency or more. Internal posting of these positions must be for at least five (5) calendar days but may run concurrent with an external posting. Teacher vacancies occurring during the fourteen (14) calendar days prior to the first day of school and during the first fourteen (14) calendar days of school need not be posted.

### **3.35 Severance from Employment**

An employee's employment relationship shall be broken and terminated by:

- A. termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];
- B. voluntary resignation;
- C. retirement;
- D. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
- E. failure to return to work following recall within fourteen (14) calendar days of receipt of notice to do so;
- F. the employee whose position has been reduced per Section 42 and was not recalled after fifteen (15) consecutive months;
- G. failure to return to work the day following the expiration of an authorized leave of absence; and
- H. Job abandonment, defined as an employee failing to report an absence and failing to report to work on at least three (3) consecutive days.

### **3.36 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 must be approved in advance by the administration and be consistent with Board Policy.

### **3.37 Teamwork**

Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Serving as an effective team member is a key component in accomplishing the District's mission. Some important actions are:

- A. Getting to know co-workers and their capabilities.
- B. Helping to create a pleasant, caring, and enjoyable work atmosphere.
- C. Showing respect, cooperation, and integrity at all times.
- D. Making use of District technology to effectively communicate with all employees in the District.

### **3.38 Wellness**

- A. Educational Environment: District employees are encouraged to promote a healthy learning atmosphere for students by promoting wellness. The District encourages staff to use foods of a high nutritional value in fundraising activities and to create an educational environment that supports the promotion of healthy food and beverage choices for students. Using food as a learning or behavior incentive should be kept to a minimum. Incentives shall be healthy food choices. The withholding of a meal as punishment is prohibited.
- B. Employee Wellness: The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees. See Section 8.02 under Health Insurance Benefits.

### **3.39 Employee (Whistleblower) Protection**

- A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District or action of an employee of the District is in violation of law, a written complaint must be filed in accordance with the District's complaint procedure. [VASD Rule 511](#) If the complaint is about a practice or activity of an individual noted in the complaint process, the complaint shall be filed at the next highest step in the process.
- B. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to

support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

- C. Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

### **3.40 Work Spaces, Including Desks, Lockers, etc.**

Employees shall 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 except as provided for under Section 3.28, subsection B of this *Handbook*.

### **3.41 Work Made for Hire**

Occasionally an employee has questions regarding the use of materials to be included in books or other commercial materials. Such materials created by the employee may include lesson plans, staff development presentations, or tests/test items. Any work prepared by an employee within the scope of his/her employment for the use of the employer is owned by the District. Under federal copyright laws, this is called "work made for hire." The intellectual skills and abilities of the employee that were used to make the work can be used in other employment settings at the employee's discretion. An employee with questions regarding

ownership or copyrights on materials prepared within the scope of his/her employment should consult with his/her supervisor.

### **3.42 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 should know the following:
- i. Location of fire alarms;
  - ii. Location of fire extinguishers;
  - iii. Evacuation routes;
  - iv. Location of Automatic External Defibrillators (AEDs) See the Internet under District Departments/Health Services for specific locations; and
  - v. Whom to notify in case of fire.

Employees need to take precautions to prevent fires from occurring. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees should not risk their safety in fighting fires.

- B. 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 Superintendent or his/her designee, who shall acknowledge receipt of such report and keep the staff informed of action taken.
- i. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
  - ii. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.
- C. Work Injury Reporting: Any employee who is injured while performing authorized school business needs to complete an accident report within twenty-four (24) hours of the injury. This includes injuries that do not require medical attention. Immediately following the accident, please complete an accident report form and submit it to Human Resources.

If you seek medical treatment due to a work-related injury, you must provide a copy of written work restrictions from your treating physician prior to your next scheduled work shift.

The District has arranged with GHC to treat work-related injuries or illnesses for employees. To seek treatment, you can contact any one of the following clinics:

GHC-Sauk Trails; 8202 Excelsior Dr. Madison 608.831.1766

GHC-SCW Hatchery Hill; 3051 Cahill Main, Fitchburg 608.661.7200

GHC-SCW Urgent Care; 675 W. Washington Ave, Madison 608.442.8100

- D. Notification of Safety and Health Standards: § 101.055 Wis. Stats. requires the Wisconsin Department of Commerce 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. Furthermore, the employee may request the Wisconsin Department of Commerce to conduct an inspection.
- E. Discrimination  
The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under the Part I, Section 5 of this Handbook and District policy to address the workplace safety issues as defined in subsection G, below. The employee may, at his/her discretion, also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See § 101.055 Wis. Stats.;
- F. Weapons Prohibition: Except as specifically provided for in §948.605 (2) and (3) Wis. Stats., firearms and dangerous weapons are prohibited on all property of the District. Licensed peace officers and the District Security Coordinator are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: §§ 119.25, 120.13(1), 941.235, 948.60, 948.605, 948.61, Wis. Stats. [VASD Policy 832](#)
- G. Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, school violence, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.
- H. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:

- i. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
- ii. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions).
- iii. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
- iv. The individual(s) filing the grievance must propose a specific remedy.
- v. The issue and proposed remedy must be under the reasonable control of the District.

### **3.43 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. In the event of a violation of this section, the District may take whatever disciplinary action it deems appropriate up to and including discharge.

### **3.44 Violence/Bullying 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 by its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. Definitions as Used Under this Section:
  - i. Workplace Violence: Behavior in which an employee, former employee, contractor, or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury, or death to others at the District or under the direct supervision of the District.
  - ii. Threat: A communicated intent to inflict physical or other harm on any person or property.
  - iii. Intimidation: Behavior or communication that comprises coercion, extortion, duress, or putting in fear.
  - iv. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking, or harassment, among other types of protective orders, including temporary restraining orders.

- C. 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:
- i. Assault or battery.
  - ii. Blatant or intentional disregard for the safety or well-being of others.
  - iii. Commission of a violent felony or misdemeanor.
  - iv. Dangerous or threatening horseplay or roughhousing.
  - v. Direct threats or physical intimidation.
  - vi. Loud, disruptive, profane, or obscene language, or gestures that are clearly not part of the typical school District learning environment.
  - vii. Physical restraint, confinement.
  - viii. Possession of weapons of any kind on District property [please see Section 3.42, F].
  - ix. Stalking.
  - x. Any other act that a reasonable person would perceive as constituting a threat of violence.
- D. Reporting Procedure: An employee who is the victim of violence, believes they have been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
- i. If an emergency exists and the situation is one of imminent death or great bodily harm, the employee shall contact the local law enforcement by dialing 911 and may take whatever emergency steps are available and appropriate to protect themselves from immediate harm, such as leaving the area. Employees who contact 911 must also notify their building principal/immediate supervisor or designee.
  - ii. If the situation is not one of imminent death or great bodily harm, the employee shall report the incident to the building principal/immediate supervisor or designee as soon as possible.
- An employee who has received a restraining order, temporary or permanent, against an individual that 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 their supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.



- E. 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 them 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 need to disclose results to other parties depending on the circumstances; (e.g., to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

### **3.45 Conformity to Law**

If any provision of this *Handbook*, or addendum thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any sections, or addendum thereto, should be restrained by such tribunal, the remainder of this *Handbook* shall not be considered affected thereby.

## **SECTION 4.MANAGEMENT RIGHTS**

### **4.01 Delineation of Rights**

Management retains all rights of possession, care, control, and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this *Handbook*/individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited by enumeration to, the following rights:

- A. To direct all operations of the school system;
- B. To establish and require observance of reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule, and assign employees in positions within the school system;
- D. To suspend, discharge, and take other disciplinary action against employees; (Employees should see the following sections for discipline/discharge

standards: Teachers, Section 37, Hourly staff, Section 55, and Substitutes & Casual employees, Section 65.05).

- E. To relieve employees from their duties because of lack of work or any other legitimate reason;
- F. To maintain efficiency of school system operations;
- G. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
- H. To introduce new or improved methods or facilities;
- I. To select employees, establish quality standards, and evaluate employee performance;
- J. To determine the methods, means, and personnel by which school system operations are to be conducted;
- K. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- L. To determine the educational policies of the District; and
- M. To contract out for goods and services with a goal of maintaining as many services in house as is educationally sound and economically feasible.

#### **4.02 Sole Basis**

This section does not describe any rights of the Verona Area Education Association (VAEA) nor the Verona Educational Support Personnel Association (VESPA) or employee(s). Accordingly, the VAEA and/or VESPA and/or an employee(s), may not base any charge of a *Handbook* violation under the District's grievance process or any other forum solely on this section.

### **SECTION 5. GRIEVANCE PROCEDURE**

#### **5.01 Purpose - Ability To Grieve Discipline, Termination And Workplace Safety**

The purpose of this section is to provide for the exclusive internal method for resolving grievances concerning discipline, termination, and workplace safety. Employees who have access to a grievance process through a Collective Bargaining Agreement are not eligible to use this process. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

## 5.02 Definitions

Grievance: A "grievance" is defined as any timely written complaint, submitted according to the procedures herein, that arises concerning employee discipline, employee termination or workplace safety.

Grievant: A "grievant" may be any employee.

Day: The term "days" as used in this section shall mean school days, except for grievances filed between June 1<sup>st</sup> and August 31<sup>st</sup> of any year.

Receipt of Written Communication: A grievant is deemed to be in "receipt of a written communication" from the District regarding a grievance, including a denial of the grievance at any stage of the process, as of the date the communication is either personally delivered to the grievant, sent to the employee's school District email address, or sent by mail to or left at the employee's mailing address of record with proof of such delivery.

### A. Grievable Event:

- i. Employee Discipline: A "grievable event" as to employee discipline is the employee's receipt of oral or written notice of the imposition of specific discipline by the District; or if no express notice of discipline is received, the occurrence of the event alleged by the employee to constitute disciplinary action. The initiation and conduct of an investigation that may lead to a potential disciplinary matter is not a grievable event.
- ii. Employee Termination: A "grievable event" as to employee termination means the employee's receipt of any written or verbal notice of termination of an individual's employment with the District. The effective date of the employee's termination is not a separate or new grievable event.
- iii. Workplace Safety: A "grievable event" as to a workplace safety issue is the presence of a hazardous condition in the workplace, whether ongoing or reasonably likely to reoccur, that an employee alleges (1) constitutes a violation of a workplace health or safety code, regulation or standard; or (2) poses a recognized hazard likely to cause death or serious physical harm to the employee; and that has not previously been grieved under this grievance procedure and addressed by a decision of an Impartial Hearing Office or the Board.

### B. Termination, discipline, and workplace safety: The terms "termination," "discipline" and "workplace safety" are intended to have only the limited meaning given to them under the state statutes that require the School Board to create a grievance system addressing those issues. For purposes of clarity

and as examples of issues that either are or are not grievable under this grievance procedures (unless the applicable statutes are so interpreted by a court or tribunal, or amended at a later time), the following shall apply:

- i. The term “discipline” is defined as a suspension, or a written reprimand. The term discipline shall not be interpreted to include a supervisor’s performance evaluation of an employee; a performance improvement plan; any verbal or written notice of performance expectations; any verbal reprimand; or the placing of an employee on administrative leave with pay.
- ii. Termination is defined as involuntary, complete, and permanent severance of the employment relationship as a result of some type of affirmative misconduct, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence, non-renewal in accordance with Part II, Section 36 of this handbook, or other reason deemed sufficient by the School Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. The term “termination” does not encompass all events that lead to a separation from employment. For example, the following personnel actions are not to be deemed “terminations” under the grievance procedure:
  - a. any voluntary quit, including resignation or retirement;
  - b. a job transfer or change in assignment;
  - c. a reduction in hours or in full-time equivalency;
  - d. non-reappointment to an extra-curricular or co-curricular assignment where other employment remains ongoing; or
  - e. completion of assignment by any temporary, substitute, or similar limited –term employee.

Except as noted above, where separation from employment results from the District’s use of specific statutory procedures for the non-renewal of a fixed-term employment contract, such separation via nonrenewal is not grievable as a “termination.”

- C. The term “workplace safety” means a hazardous condition in the workplace, whether ongoing or reasonably likely to reoccur, that an employee alleges (1) constitutes a violation of a workplace health or safety code, regulation or standard; or (2) poses a recognized hazard likely to cause death or serious

physical harm to the employee. Further, a grievance over an alleged workplace safety issue under this grievance procedure is appropriate only if:

- i. The safety of at least one employee is involved (as opposed to exclusively the safety of students or visitors);
- ii. The issue concerns the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions);
- iii. The grievance is filed by an employee who is presently affected by the issue, or who might reasonably in the future be affected by the issue (i.e., an employee otherwise lacking any interest in the issue may not file a grievance on behalf of another employee); and
- iv. The issue presented by the grievance must be under the reasonable control of the school District.
- v. Although a given issue, complaint or concern may not properly qualify as a grievance over “termination”, “discipline”, or “workplace safety”, employees may still pursue and seek a resolution to such issues, complaints or concerns by raising the matter with their immediate supervisor or more formally through Board Policy 525 General Employee Concerns. [VASD Policy 525](#)

### **5.03 Time Limits**

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

### **5.04 Grievance Processing Procedure**

Grievances shall be processed in accordance with the following procedure:

- A. Step One – Informal Resolution: An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and, should they choose to have one present, the employee's designated representative. The informal meeting and discussion shall occur within ten (10) days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievance. The grievant shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The

immediate supervisor shall notify the grievant and (if applicable and appropriate) the representative of his/her answer within ten (10) days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant may file a written grievance.

- B. Step Two - Written Grievance: If the grievance is not resolved at Step One, the grievant shall file a written grievance with the immediate supervisor within ten (10) days after the earlier of the following: (1) receipt of the Step One response; or (2) the District's deadline for providing a Step One response (if no response is provided). The written grievance shall include the facts upon which the grievance is based, the issues involved, the specific *Handbook* and/or School Board policy provisions that were allegedly violated that triggered the discipline, workplace safety and termination issue and the relief sought. The grievance shall be signed and dated by the grievant. The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten days (10) after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal with the Superintendent.

If the grievant's immediate supervisor is the Superintendent, the grievant shall skip Step Three and proceed directly to Step Four if they are not satisfied with response of their immediate supervisor at Step Two (or if no answer is provided in the above timeframe).

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

If there is a dispute over the timeliness or the ability to use the grievance procedure on the issue, the Administration shall have the discretion to bifurcate the hearing for the purpose of deciding those issues (i.e., address whether the grievance was filed in a timely manner before hearing the merits of the grievance or address whether the content of the grievance is properly before the impartial hearing officer).

Upon receipt of the request for a hearing, a qualified impartial hearing officer will be assigned to the grievance, per the requirements of Board policy/rule. See Appendix C for details.

The hearing officer shall have discretion to establish specific procedures for the conduct of the hearing, provided that such procedures are consistent with any applicable statutory and general due process requirements. The hearing officer shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. The hearing officer shall not be required to abide by the rules of evidence that would apply in civil or criminal court cases. For instance, they may choose to admit hearsay and accord it such weight that it may be due. The hearing officer is responsible for ensuring that they are creating and preserving a record of the proceedings that will enable Board review. Upon completion of this review and hearing, the hearing officer shall render a written decision to the administration, the grievant, and (if applicable and appropriate) the grievant representative.

A decision of the hearing officer shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the policy or handbook. The hearing officer may deny the grievance or conclude that the grievance should be sustained in whole or in part and recommend a remedy. A decision of the hearing officer shall be limited to the subject matter of the grievance and shall be consistent with the role of the hearing officer as established in Board policy/rule. The decision of the hearing officer and any recommendations contained therein are subject to review by the Board via appeal, as described below.

Hearing officers are encouraged to use appropriate means of narrowing the issues in dispute, including seeking and documenting such stipulations as to which parties may be able to agree. The hearing officer shall decide disputed facts based upon a “preponderance of the evidence” standard.

In a case involving a challenge to discipline or termination, unless a different standard applies due to the application of substantive rights or employment protections arising from a source other than this grievance procedure, the District shall have the initial burden of production to demonstrate a plausible factual basis for the challenged action, which shall be subject to rebuttal by the grievant. The District shall have the ultimate burden of proving that its action

met the applicable standards for discipline/termination as defined in the sections of this handbook addressing administrators, teachers, support staff and all other employees.

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

The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing.

One appeal from Step Four, the hearing officer’s factual findings and conclusions of law shall have distinct standards of review. The School Board shall accord significant deference to the hearing officer’s findings of fact but (1) may modify any such findings if after consulting with the hearing officer the School Board concludes that the most reasonable view of the records calls for modification of one or more of the findings; or (2) may remand the case back to the hearing officer for further factual development and (if necessary) revised conclusions of law. In terms of conclusions of law and mixed questions of fact and law, the School Board shall apply an arbitrary and capricious standard of review, meaning that the hearing officer’s findings shall be accorded deference unless the IHO’s finding has “no reasonable basis”.

The School Board shall render a written decision that affirms, reverses, or modifies the decision of the hearing officer (or, if applicable, of the Superintendent). Such decision shall be rendered in a timely manner usually within thirty (30) calendar days of the Board meeting at which a decision is made, and a copy of the decision shall be provided to the administration, the grievant, and (if applicable and appropriate) the grievant’s representative. The School Board’s decision is final and may not be appealed. All School Board actions throughout this process shall comply with requirements of Wisconsin’s Open Meetings Law.

## **5.05 Grievance Filing**

- A. Any grievant who files a grievance must submit a signed and dated document that includes, at minimum, the following information:



- B. Identification of the document using the word “Grievance”;
- C. Date the grievable event occurred;
- D. Whether the grievance concerns a termination, disciplinary action, or a workplace safety issue;
- E. The basic nature of the complaint/allegations and the issue(s) to be resolved;
- F. The alleged responsible supervisor;
- G. Any known witnesses to key events; and
- H. The relief or remedy that is requested.

#### **5.06 Disputes as to Timeliness or Grievability**

No grievant has the right to pursue an untimely grievance or a grievance that falls outside the definition of a grievance (e.g., because the complaint does not deal with termination, discipline, or workplace safety). If there is a dispute over the timeliness or the grievability of a grievance that the parties are unable to resolve, the administration shall have the discretion to request, and the hearing officer shall allow, bifurcation of the merits of the grievance and any issue(s) regarding grievability. In the event of bifurcation of the issues, any decision as to a grievability issue shall be appealable to the Board prior to any remand to a lower step of the grievance procedure for decisions and/or a hearing on the merits.

#### **5.07 Grievant's Right to Representation**

Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing. Student records shall not be disclosed to an employee's representative except in compliance with applicable law and Board policy.

#### **5.08 Consolidation of Grievances**

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

#### **5.09 Group Grievances**

Group grievances involve more than one employee and any of the following:

- A. More than one work site;
- B. More than one supervisor; or
- C. An administrator other than the immediate supervisor.

Such grievances may be initially filed at Step Three; however, they shall follow the initial timelines for filing the grievance at steps A. and B. above.

### **5.10 Grievances Filed by the Superintendent**

In the event a grievance is filed by the Superintendent, it shall be initially filed with the School Board President and School Board Clerk according to the deadlines established within Step 1 of this grievance procedure. The Board shall have the role and responsibilities of the Superintendent in Step 4 and elsewhere in the process. All other notices provided by the Superintendent acting as a grievant shall similarly be filed with the Board President and Board Clerk.

### **5.11 Voluntary Modifications to and Waiver of Procedures**

In the interest of achieving the most timely and satisfactory resolution of employee complaints and grievances, a grievant may voluntarily reach an agreement with the Superintendent to modify the process established within this grievance procedure, provided that no such modification eliminates the role of the School Board as the final level of appeal that is available in any grievance. For example, a grievant may voluntarily waive specific procedural steps within this process, including the right to waive any hearing before an impartial hearing officer. However, any such voluntary modification or waiver of any portion of this grievance procedure shall be documented in writing and added to the record of the grievance.

### **5.12 Settlement of Grievances**

The Superintendent and the grievant may reach a voluntary settlement of the grievance at any time under which the grievant agrees to withdraw and drop the grievance. The Superintendent shall notify the School Board of all such settlements. The Superintendent shall also have the right to make any such settlement that results in the payment of financial compensation, so long as notification to the School Board is given prior to execution of the settlement agreement.

### **5.13 Impartial Hearing Officer Selection Procedures**

See Appendix D for the process that the District will use to determine IHO eligibility and assignment.

## **SECTION 6. PAYROLL PROCEDURES**

### **6.01 Payroll Cycles, Dates, and Procedures**

#### **A. School Year Employees:**

- i. Exempt (Salaried) Staff: Teachers and other school year employees exempt from the Federal Fair Labor Standards Act (FLSA) requirements for overtime who are scheduled to work the school year may voluntarily request to be paid on a twelve (12) month payroll cycle as set forth in subsection 3, below. Such request shall be made in writing and submitted to Human Resources as part of the individual employment contract or other employment document as applicable. If they do not elect to be paid on a twelve (12) month payroll cycle, they shall only be paid during the pay periods of their contract.

All school year employees covered under this provision shall have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the District-approved format.

- a. Extra-Curricular, Coaching, and Special Assignment Positions: Teachers shall receive payments for any Extra-Curricular, Coaching or Special Assignment positions based on the pay cycle they have identified on their individual employment contract (e.g., either twelve [12] month/twenty-six [26] payments or ten [10] month/twenty-four [24] payments) See the District Internet under Human Resources and Payroll for the extra-curricular, coaching, special assignment salary schedule.
- b. An employee who works in this role and is not employed in another employee group shall only be paid in a lump sum after the assignment ends. See the District Internet under Human Resources and Payroll for the extra-curricular, coaching, special assignment salary schedule.
- ii. Non-Exempt Staff: Non-exempt (e.g., hourly) employees shall be paid on the pay date following the pay period in which the work is performed. Hourly staff are not eligible for annualized pay.
- iii. School Year Payroll Cycle: School year employees shall be paid every two weeks in accordance with the payroll schedule listed on the District Internet under Human Resources and Payroll. A typical school year payroll cycle is twenty-two (22) pay periods but may vary depending on the specific school year. Contact Payroll staff with any questions.
- B. Year-Round Employees: All employees scheduled to work the full calendar year will be paid on Fridays every two weeks based upon a twenty-six (26) payroll cycle.
- C. Exceptions to Payroll Dates - If the scheduled payroll date does not fall on a business day, payroll will be paid on the last business day preceding the normal payroll date. "Business day" for purposes of this section shall mean those days that the Federal Reserve is open. On occasion, the District may need to extend or shorten a payroll cycle to ensure that there are twenty-six (26) pay periods in a given year. In those situations, employees will be provided written notice.
- D. Direct Deposit - Direct deposit is required for all employees. Employees may utilize one or more financial provider(s) of their choice, so long as that provider(s) accepts direct deposits. New employees must provide direct

deposit information within thirty (30) calendar days of hire. Direct deposit changes may be made after giving payroll ten (10) calendar day notice in writing.

- E. Electronic Access to Pay and Leave Records – A record of gross wages, deductions, withholdings, and net pay shall be made available on each employee's "Employee Self-Service" module in Skyward on each pay day. In addition, each employee shall have access to electronic records indicating the number of accumulated general leave hours, the number of personal days remaining to the employee's credit, and the number of vacation hours (if applicable) that have been taken and the number remaining.

Each non-exempt employee shall, with each electronic payroll deposit slip, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received.

Each exempt employee shall, with each electronic payroll deposit slip, receive information on the employee's salary received.

F. Definitions

- i. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- ii. Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.

**6.02 Elective Salary Deferrals**

- A. The District will maintain an elective employee savings programs without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and/or IRS Code 457 Savings Program (collectively referred to as "Savings Programs") and invest their money through salary deferral in qualifying IRS Code 403(b)(7) and 457 investment options (collectively referred to as an "Investment Options").
- B. The purchase of an Investment Option will be at the discretion of the individual employee. The employee may make elective salary reductions in one or both of the following ways:
- i. Pre-tax dollars (salary reduction, also known as "regular" contributions) or
  - ii. After tax dollars (also known as "Roth" contributions)

- C. Employees will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor.
- D. A vendor becomes a District-approved vendor by meeting the requirements set forth by the District which include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. The total number of vendors shall be determined by the District. The list of District-approved vendors shall be updated and revised from time to time by the District.
- E. The amount to be deducted is selected and the determination made wholly by the employee choosing to participate in the Savings Program but is subject to IRS contribution limits.
- F. The District shall transmit salary deferral amounts as soon as possible after the payroll date, with every effort made to transmit authorized funds no later than fifteen (15) business days following the payroll date. Where practicable the District will make contributions to vendors by electronic transmission.
- G. Employees may choose to defer either a percent of salary or a specific dollar amount up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50), additional deferral (414(v)(2)(B)(i)), and the “catch up” provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.
- H. The salary reduction limits will be adjusted from time to time as modified by the IRS.
- I. Catch-Up Contributions
  - i. Documentation will only be required where the employee’s total (and Age 50+) deferrals for the calendar year are in excess of the 402(g) limits.
  - ii. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the Employee’s vendor within thirty (30) calendar days if requested by the District.
  - iii. The District agrees to provide the employee, upon written request, with timely information available from the District’s records, which is necessary to enable the employee to make catch-up deferrals.
- J. General:
  - i. The employee shall be permitted to change the amount or vendor upon providing written notice by the tenth (10<sup>th</sup>) day of the month to be

effective on the following month's payroll. Upon initial enrollment for new employees, the employee shall certify in writing as requested by the District but no more than two times per year (e.g., due to a change in full-time equivalency, absence, other deferrals, etc.), that the percentage or dollar amount of salary reduction withheld from compensation complies with the limits applicable to 403(b)/457 plan deferrals and does not exceed the amount permitted under Section 403(b), 415 and 402(g) of the IRS Code except as provided for below.

- ii. In no event shall the employee's contribution exceed one hundred percent (100%) of the employee's compensation less payroll and other required deductions. Employee and employer contributions are one hundred percent (100%) vested and non-forfeitable at all times.
- iii. Loans shall not be permitted.
- iv. Hardship withdrawals are permitted and IRS safe harbor standards with respect to estimating an immediate and heavy financial need [Treasury Section 401(k)-1(d)(3)(iii)(B) will be used]. Contact the vendor or plan administrator for further details if a hardship withdrawal is requested.

K. Salary Reduction Agreement:

- i. Employees will be required to sign an agreement to authorize deductions from salary. The current agreement is on the District Internet under District Departments/Human Resources and Payroll/Employee Benefits. The District, without the consent of the employee, is authorized to modify the salary reduction agreement to comply with applicable IRS and/or other legal requirements. The District will provide the employee with reasonable notice concerning any such modification.
- ii. A change in a beneficiary designation shall take effect when the election is accepted by the Vendor.
- iii. The Employee acknowledges the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax deferred program, or the company provides the investment options, or which invests the Employee's salary reduction funds. The Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation, or benefits provided by the vendor.

## **SECTION 7.MILEAGE AND EXPENSE REIMBURSEMENTS**

### **7.01 Mileage Reimbursement**

The District shall reimburse an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive their personal vehicle while performing duties for the District. Mileage reimbursement for travel to and from the employee's home to their normally assigned starting work location is not permitted. Requests for mileage reimbursements must be submitted within thirty (30) calendar days of the end of the month in which reimbursement is being requested or else payment may be delayed or denied.

### **7.02 Expense Reimbursement**

For any expense in which an employee desires to be reimbursed, they must first obtain the prior approval of their supervisor or the prior approval of the supervisor who oversees the budget from which the expense reimbursement would be drawn. An itemized receipt of expenses must be provided, along with a signed mileage and expense reimbursement form. In all instances, reimbursement is contingent on the availability of funds. Mileage/expense forms can be found in each school's office or on the District's website. Signatures of the employee and administrator/supervisor with budget authority for the funds to be used for reimbursement are required.

## **SECTION 8.EMPLOYEE BENEFITS**

### **8.01 Provisions Applicable to All Employees**

- A. Additional Information - Additional information on all benefits identified in this section can be found on the District's website under District Departments/Human Resources and Payroll/ Employee Benefits.
- B. Employee Group Exclusion - Except as explicitly provided for in this Handbook or as otherwise required by law, employees in substitute and miscellaneous positions are excluded from the benefits identified in this section.
- C. Dual Employment - Any employee who works in more than one employee group (excluding substitute and miscellaneous positions) but whose combined, assigned hours equal at least thirty-seven and one-half (37.5) hours per week are in a "dual employment" mode for District benefit purposes. Employees with dual employment shall be considered full-time employees with the District for benefit purposes. See Section 18 in Part III for how holiday hours are credited. All other benefits and seniority will be computed on a pro-rated basis according to the employee's appointment level under the respective parts of this handbook. The section of handbook covering the work being performed will be controlling on all wage, hour, and condition of employment matters.

## **8.02 Health Insurance**

- A. Eligibility and Effective Dates of Coverage - The District will offer one or more health insurance plans for those employees who work thirty (30) or more hours per week. Coverage begins on the date of hire. Coverage for school year employees shall end August 31<sup>st</sup>. Coverage for school year employees who terminate employment during the school year and for all twelve (12) month employees will be the end of the month in which the employee terminates. An employee whose last day of work is on or before the fifteenth (15<sup>th</sup>) of the month will not be responsible for that month's employee contribution.
- B. Provisions – Benefit coverage shall be as described on the District's website under District Departments/Human Resources/Employee Benefits.
- C. Long Term Disability Waiver – District health insurance coverage shall include a waiver of employee health premium contributions for those who qualify for long term disability benefits.
- D. Contributions
  - i. Full Time Employees – For those who work at least thirty-seven and one-half (37.5) hours per week, the District shall pay eighty-nine percent (89%) of the premium costs at either the single or family rate for the lowest cost District health insurance plan provided they complete the district's wellness incentive program. For those who choose not to participate in the wellness program, the District shall contribute eighty-seven percent (87%). Employees who choose not to complete the health risk assessment will have additional health insurance deductions taken beginning with the first payroll in January and continuing for the remainder of the payroll year until the total additional required two percent (2%) contribution is made.
  - ii. Part-Time Employees
    - 1. Teachers - For teachers who work at least thirty (30) hours per week but fewer than thirty-seven and one-half (37.5) hours per week, the District shall contribute an amount equal to eighty-nine percent (89%) of their FTE percentage (e.g., hours scheduled/thirty-seven and one-half (37.5) hours) towards the premium costs at either the single or family rate for the lowest cost District health insurance plan provided they complete the online health risk assessment.
    - 2. Hourly Support Staff - For hourly support staff who work at least thirty (30) hours per week but fewer than thirty-seven and one-half (37.5) hours per week, the Board agrees to pay seventy percent (70%) of the premium costs at either the single or



family rate for the lowest cost District health insurance plan provided they complete the online health risk assessment.

- iii. District Spousal Benefit: If both spouses are either employed by or one is working and one is retired from the District (with at least one eligible for the full district contribution when both were employed), only one (1) family plan will be provided to the active employee. However, the District shall pay ninety-nine percent (99%) of the lowest cost family plan provided to the aforementioned spouses provided they complete the annual health risk assessment. For those who choose not to participate in the wellness program, the District shall make an eighty-seven percent (87%) contribution the following plan year.
- iv. If both spouses are Tier 2 retirees, contributions shall be combined and made to the plan of the individual who has retired first.

A. Wellness Incentive Program - The District values the health of each employee and believes that employee wellness is mutually beneficial to the employee, the employer, our students, and greater community. To that end, an employee wellness benefit is offered to every employee of the District, with an additional incentive to those who take the District's health insurance. All participation in the program is completely voluntary. Employees can submit their affidavit at any time between July 15th and November 15th of each school year. Exams must be completed between November 16<sup>th</sup> of the prior year and November 15<sup>th</sup> of the current year.

- i. The District's wellness program emphasizes the importance of an ongoing relationship with one's primary care physician and completing age and/or medical condition appropriate preventive visits. A link that shows preventive care guidelines established by the U.S. Preventive Services Task Force, Women's Preventive Services Guidelines and a sampling of supportive research can be found on the VASD website under District Departments/Human Resources/Employee Wellness.
- ii. To receive the VASD wellness program incentives, each employee (and spouse if applicable and if the employee takes VASD health insurance) will have their Primary Care Physician verify that they have completed all age and/or medical condition-appropriate preventive visits. The Affidavit form can be found on the VASD website under District Departments/Human Resources/Employee Wellness.
- iii. A summary of the Wellness program and eligibility criteria is listed in the table below.

<b>Person</b>	<b>Criteria</b>	<b>Incentive</b>
<b>Employee with VASD Insurance</b>	Physician verification of age/condition appropriate visit(s).	+2% Health Insurance Premium Reduction by VASD <b>AND</b> \$150 Wellness Payment on Employee's payroll.
<b>Employee without VASD Insurance</b>	Physician verification of age/condition appropriate visit(s).	\$150 Wellness Payment on Employee's payroll.
<b>Spouse of VASD Employee OR Spouse of Retiree with VASD Insurance (Tier 2).</b>	Physician verification of age/condition appropriate visit(s).	\$150 Wellness Payment to VASD Employee of Spouse.  \$150 HRA contribution to VASD Retiree of Spouse.
<b>Tier 2 Retiree</b>	Physician verification of age/condition appropriate visit(s).	+\$450 Family Health Insurance Premium Contribution to Health Reimbursement Arrangement (HRA).
<b>Tier 3 Retiree</b>	Not Eligible.	N/A.

- iv. Employees can submit their Affidavit at any time before November 15<sup>th</sup> of each school year. The previous financial incentives offered by the District will be maintained.
- v. The only information that the District will receive from the health provider is whether the employee/spouse/retiree has completed all age and medical condition appropriate examinations and diagnostic procedures.

### **8.03 Dental Insurance**

- A. Eligibility and Effective Dates of Coverage - The District will offer a dental insurance plan for those employees who work twenty (20) or more hours per week. Coverage begins on the date of hire. Coverage for school year employees who terminate employment during the school year and for all twelve (12) month employees will end at the end of the month in which the employee terminates. Coverage for school year employees will end August 31<sup>st</sup>.
- B. Provisions – Benefit coverage shall be as described on the District's website under District Departments/Human Resources/Employee Benefits.

- C. Contributions - For all employees who work at least twenty (20) hours per week, the district shall pay ninety (90%) of the premium costs of either the single or family dental insurance plan.

#### **8.04 Life Insurance – Employer Paid**

- A. Eligibility and Effective Dates of Coverage - This employer paid term life insurance benefit shall be one times (1x) the amount of the employee's annual salary to the next higher thousand (\$1,000.00) for regular employees who are scheduled to work a minimum of twenty (20) hours per week. Coverage begins on the date of hire and continues until the employee separates from the District. Upon termination (resignation, retirement, etc.), the employee may continue the coverage at their own cost.
- B. Provisions – Benefit coverage shall be as described on the District's website under District Departments/Human Resources/Employee Benefits.
- C. Contributions - The district shall pay the entire cost of this benefit for eligible employees.

#### **8.05 Life Insurance – Employee Paid**

- A. Eligibility and Effective Dates of Coverage - Optional term life insurance is available with the Wisconsin Public Employers Group Life Insurance Plan for employees who work twenty (20) or more hours per week. Coverage begins on the first day of the month following thirty (30) days from the date of hire. Upon termination (resignation, retirement, etc.), the employee may continue the coverage at their own cost.
- B. Provisions – Benefit coverage shall be as described on the District's website under District Departments/Human Resources/Employee Benefits.
- C. Contributions - The employee pays the entire premium for coverage. If the employee selects basic coverage for themselves, the District pays an additional twenty percent (20%) of the total basic premium cost as outlined in the Wisconsin Public Employers Group Life Insurance Plan as required by state statutes for a post retirement benefit.

If an employee elects to pay for basic coverage, they are eligible to purchase additional coverage for themselves, plus add coverage for spouses, and/or dependents at their own cost.

#### **8.06 Vision Insurance**

- A. Eligibility and Effective Dates of Coverage - The District will offer a vision insurance plan for those employees who work twenty (20) or more hours per week. Coverage

begins on the date of hire. Coverage for school year employees who terminate employment during the school year and for all twelve (12) month employees will end at the end of the month in which the employee terminates. Coverage for school year employees will end August 31<sup>st</sup>

- B. Provisions – Benefit coverage shall be as described on the District’s website under District Departments/Human Resources/Employee Benefits.
- C. Contributions – The employee pays the full cost of the plan.

### **8.07 Long-Term Care**

Long Term Care insurance will be provided to regular employees scheduled a minimum of twenty (20) hours per week by the District with benefits as specified in the policy on the District Internet under Human Resources and Payroll/Employee Benefits. Coverage begins on the date of hire. Enhanced benefits will be available for employees who choose to pay the additional premium cost for the enhanced benefits. Upon termination (resignation, retirement, etc.), the employee may continue the coverage at their own cost.

### **8.08 Long Term Disability**

Long Term Disability coverage will be provided to employees scheduled a minimum of twenty (20) hours per week by the District with benefits as specified in the policy on the District Internet under Human Resources and Payroll/Employee Benefits. The District shall pay for long-term disability protection at ninety percent (90%) of the employee’s normal compensation. Coverage begins on the date of hire. If a claim is made, there is a sixty (60)-day qualifying period before benefits are paid.

### **8.09 Wisconsin Retirement System Contributions**

The Board agrees to pay the required employer contribution for any and every employee who qualifies under the rules of the Department of Employee Trust Funds. Employees shall be required to contribute the employee’s portion.

### **8.10 Liability Insurance**

Any and every employee shall be covered for liability in accordance with the terms of the District’s liability insurance policy. Coverage begins on the date of hire. A summary of coverage and a copy of the policy is available for review on the District Staff Intranet under Human Resources.

### **8.11 COBRA Law Continuation of District Health Plan Usage**

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District’s health, dental, and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.

- A. Qualifying Events: An employee, employee’s spouse, and an employee’s dependent children (if any) covered by and participating in the District’s

health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District-sponsored coverage is lost due to the occurrence of any of the following qualifying events:

- i. Voluntary or involuntary termination of employment for any reason other than “gross misconduct.” (e.g., resignation or retirement);
- ii. Death of the covered employee;
- iii. Divorce or legal separation from the covered employee;
- iv. Loss of “dependent child” status;
- v. Eligibility for Medicare entitlement;
- vi. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.

B. Period of COBRA Continuation: In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee’s spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.

C. COBRA Extension [Second qualifying events]: A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:

- i. The employee's death;
- ii. Divorce or legal separation;
- iii. The covered employee becomes eligible for Medicare;
- iv. A child loses their “dependent child” status.

**\*Note:** The second event can be a second *qualifying* event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.

- D. Premium Cost & Payment: The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.
- E. Termination of Coverage: Employee continuation coverage may be terminated automatically if:
- i. The employee fails to make a monthly premium payment to the third-party administrator on time;
  - ii. The employee obtains similar coverage through a different employer;
  - iii. The employee becomes eligible for Medicare and converts to an individual policy;
  - iv. The District terminates its health plan;
  - v. The employee's guaranteed continuation period expires.

The employee or a qualified beneficiary have the responsibility to inform the District of a divorce, legal separation, or a child losing dependent status under the group health plan within sixty (60) days of the qualifying event. The District will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage.

COBRA participants must also notify the District if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

- F. Disability Extension: If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from their family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and their family's qualified beneficiaries may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11)-month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from their family is disabled and within the first eighteen (18) months of COBRA continuation coverage. (The cost of COBRA coverage will increase from one hundred percent [100%] to one hundred and fifty percent [150%] of total premium during this additional eleven (11)-month extension period.).

## **8.12 Vacation**

- A. Eligibility – Hourly and CTS employees in year-round (twelve [12]-month) positions are eligible for paid vacation. See Section 19 in the employee handbook and applicable provisions in Administrator Contract provisions for amounts, approval process and usage restrictions.
- B. Usage – Vacation days must first be approved by the employee’s supervisor before being taken. Employees should not make financial commitments for days off associated with vacation days until after approval is given.
- C. Severance Payout – Any employee with accrued vacation at their date of separation shall have all accumulated hours paid out at the employee’s current hourly rate as a direct deposit/cash amount.

## **SECTION 9.DISTRICT RETIREMENT BENEFITS**

### **9.01 Background**

The District will provide retirement benefits and/or retirement contributions to eligible employees in accordance with the documents adopted by the Board of Education at its July 14, 2014, regular meeting and as amended as noted below. These changes first became effective August 1, 2014. Any employee who retired prior to August 1, 2014, will receive the District retirement benefits in place at the time of retirement. All years of District service shall count towards District retirement benefits even if there is a break in service.

### **9.02 Tier Eligibility**

For any employee retiring after August 1, 2014, retirement benefits and/or contributions will be based on the employee’s tier placement as of August 1, 2014. A memo documenting the employee’s tier placement was placed in the employee’s personnel file at that time.

Any employee hired after August 1, 2014, shall automatically be placed in Tier 4 for retirement purposes.

### **9.03 Tier Eligibility Table (Placement as of August 1, 2014)**

<b>Tier</b>	<b>Tier Eligibility</b>
<b>Tier 2</b>	At Least fifteen (15) years of District Service and At Least Age fifty-five (55) <b>OR</b> At Least ten (10) Years of District Service and Age sixty (60) (Teachers/Administrators only) <b>OR</b> Twenty (20) or More Years of Service.
<b>Tier 3</b>	Employees Hired Before July 1, 2011, Who Do Not Meet Tier 2 Criteria.
<b>Tier 4</b>	Employees Hired After July 1, 2011.

Note: All references to years of service are prorated for FTE with a seven and one half (7.5)-hour day/one hundred and eighty-four (184)-day employment term considered “full time”.

#### **9.04 District Retirement Benefit Eligibility and Vesting - Tier 2**

- A. Teachers and Administrators: Employees in these groups must reach the age of fifty-five (55) and have at least fifteen (15) years of service or reach the age of sixty (60) and have at least ten (10) years of service. Employees meeting these criteria are considered “vested” when they provide written notice of their intent to retire.
- B. CTS and Hourly Support Staff: Employees in these groups must reach the age of fifty-five (55) and have at least fifteen (15) years of service. Employees meeting these criteria are considered “vested” when they provide written notice of their intent to retire.

#### **9.05 District Retirement Benefit Eligibility and Vesting – Tier 3**

Teachers, Administrators, CTS, and Hourly Support Staff: Employees in these groups must reach the age of fifty-five (55) and have at least fifteen (15) years of service. Employees meeting these criteria are considered “vested” when they provide written notice of their intent to retire.

#### **9.06 District Retirement Benefit Eligibility and Vesting – Tier 4**

Employees must reach the age of fifty-five (55) and have at least twenty (20) years of District service. Employees meeting these criteria are considered “vested” when they provide written notice of their intent to retire.

#### **9.07 Distribution of District Retirement Benefits**

District health and dental retirement benefits in Tiers 1 and 2 and contributions in Tiers 3 and 4 shall be provided through a Health Reimbursement Arrangement (HRA). A retiree pays for eligible medical expenses out of pocket, then submits a reimbursement form to the HRA provider for reimbursement out of the retiree’s account. Initial HRA contributions shall be made within thirty (30) days of the end of the employee’s active insurance coverage and annually on or around July 1<sup>st</sup> thereafter. The retiree’s final year of HRA contributions shall be prorated based on months of coverage.

Percent of salary payments (teachers/administrators in Tiers 2 or 3) shall be made through a non-elective, post-employment 403(b).

Long Term Care is paid for by the Tier 2 retiree on a yearly basis and then reimbursed by the District with the provision of a paid receipt.

In all instances, the provider shall be determined by the employer.



## 9.08 Tier 2 District Retirement Benefits

### A. Benefit Description

- i. Health and Dental Insurance: The District shall provide access to District health, dental and life insurance pursuant to Section 8.02, 8.03, 8.04, and 8.05, respectively. Such coverage shall be that currently provided to active employees and is conditioned upon the extensions of such coverage by the master contract of the insurance carrier providing medical and dental insurance benefits to employees of the District.
- ii. Long Term Care Insurance: The District shall provide access to employee only District Long Term Care coverage pursuant to Section 8.06 at the same base level as when hired.
- iii. Percent of Salary (Teachers/Administrators only): The District shall contribute an amount of the retiree's highest district salary based on the percentage and duration listed below. The employee's highest salary shall not include special assignments, coaching duties, nor extended contract provisions.

### B. Benefit Contribution Percentage and Duration

- i. Teachers: The District shall provide an annual HRA contribution equivalent to eighty-nine percent (89%) of the lowest cost health and/or dental plans (single or family based on their coverage when they retire) for seven (7) years or until eligible for Medicare, whichever comes first (provided the retiree completes wellness eligibility requirements; otherwise, District contribution is eighty-seven percent [87%] for the following plan year). Retiree shall also be eligible to be reimbursed for employee only long-term care benefits for seven (7) years, or until the employee becomes Medicare eligible, whichever comes first.

Percent of salary contributions shall be made so that an amount equivalent to twenty percent (20%) of a teacher's highest salary will be paid for five (5) years beginning September 1<sup>st</sup> after expiration of the teacher's contract or ninety (90) days after their last contracted day of employment, whichever comes first. Sixty (60) monthly payments will be made.

- ii. Administrators: The District shall provide an annual HRA contribution equivalent to eighty-nine percent (89%) of the lowest cost health and/or dental plans (single or family based on their coverage when they retire) for seven (7) years or until eligible for Medicare, whichever comes first (provided the retiree completes wellness eligibility

requirements; otherwise, the contribution shall be eighty-seven percent [87%] for the following plan year). Retiree shall also be eligible to be reimbursed for employee only long-term care benefits for seven (7) years, or until the employee becomes Medicare eligible, whichever comes first.

Percent of salary contributions will be made pursuant to the administrator contract provisions. To comply with IRS plan requirements, contributions will be made monthly for sixty-six (66) months beginning July 1<sup>st</sup> in the year of retirement or within thirty (30) days after their last contracted day of employment, whichever comes first.

- iii. CTS Staff: The District shall make an HRA contribution equal to twenty percent (20%) of the employee's highest salary rate for seven (7) years or until the retiree becomes Medicare eligible, whichever comes first (provided the retiree completes wellness eligibility requirements, otherwise the contribution shall be eighty-seven percent [87%] for the following year). Retiree shall also be eligible to be reimbursed for employee only long-term care benefits for seven (7) years, or until the employee becomes Medicare eligible, whichever comes first.
- iv. Hourly Support Staff: The District shall provide an annual HRA contribution equivalent to eighty-nine percent (89%) of the lowest cost single health and/or dental plans for five (5) years or until eligible for Medicare, whichever comes first. Retiree shall also be eligible to be reimbursed for employee only long-term care benefits for five (5) years, or until the employee becomes Medicare eligible, whichever comes first.

C. Access to Health and Dental Plans Any retiree who completes their years of retiree insurance benefits prior to turning age sixty-five (65) may, at their own expense, continue the medical insurance policy currently provided to active employees, if in accordance with the master contract of the carrier. The retiree will pay the complete cost of the premium and shall be billed directly from the insurance carrier according to the carrier's administrative procedures. It is expressly stated that no retiree will be able to continue with the District insurance plans at their own cost when they become Medicare eligible.

D. Benefit Contribution Maximum Limit

- i. Tier 2: The total value of health, dental and long-term care benefit amounts paid into the HRA shall be the actual premium cost, provided, however, that the total amount of District contributions shall not exceed the following amounts:

Tier 2

Employee Group	Family Contribution	Single Contribution
Teachers	\$120,000	\$57,000
Administrators	\$120,000	\$57,000
Hourly Support Staff		\$57,000

\*CTS maximum salary equivalent HRA contribution is \$102,000.

E. Additional Tier 2 Restrictions for Teachers and Administrators

Employees who retire under the provisions of this section and who resume an equivalent position on a regular basis in the State of Wisconsin in a position which is more than fifty percent (50%) of a full-time basis in a K-12 public school shall forfeit any rights to continued retirement benefits for the remainder of the retiree's eligibility.

**9.09 Tier 3 and Tier 4 District Retirement Benefits**

A. Benefit Description

- i. HRA Contribution: Upon retirement, eligible retirees shall receive a contribution to an HRA.
- ii. Percent of Salary (Teachers/Administrators only): The District shall contribute an amount of the retiree's highest district salary based on the percentage and duration listed below. The employee's highest salary shall not include special assignments, coaching duties, nor extended contract provisions.

B. Benefit Contribution Percentage and Duration

- i. HRA Contribution: Retirees shall receive three thousand dollars (\$3,000) per year of service prorated for FTE with a seven and one half hour (7.5) day/one hundred and ninety-two (192)-day contract considered "full time". Additional contributions are not made for additional hours nor additional days worked.
- ii. Percent of Salary
  - a. (Teachers) Percent of salary contributions shall be made so that an amount equivalent to twenty percent (20%) of a teacher's highest salary will be made for five (5) years beginning September 1<sup>st</sup> after expiration of the teacher's contract or ninety (90) days after their last contracted day of employment, whichever comes first. Sixty (60) monthly payments will be made.

- b. (Administrators) Percent of salary contributions will be made pursuant to the administrator contract provisions. To comply with IRS plan requirements, contributions will be made monthly for sixty-six (66) months beginning July 1<sup>st</sup> in the year of retirement or within thirty (30) days after their last contracted day of employment, whichever comes first.
- C. Access to Health and Dental Plans: Tier 3 and 4 retirees shall not have access to the District insurance plans when they retire except as required under Federal COBRA law (see Section 8.10)

### **9.10 Additional Benefits**

Retiring employees are eligible to receive a severance payout for accumulated general leave and vacation. See Section 10.08.

### **9.11 Retirement Notification**

Employees must provide notice of their intent to retire to Human Resources according to the following deadlines by employee group.

#### **Retirement Notification Deadlines by Employee Group**

<b>Employee Group</b>	<b>Date</b>
<b>Teachers</b>	March 1st
<b>Administrators</b>	January 15th
<b>School Year CTS or Hourly Support</b>	March 15th
<b>11- or 12-month CTS or Hourly Support</b>	Ninety (90) calendar day notice

### **9.12 Retiree Tier Choice**

When retiring, employees may elect to move to a higher numbered tier (e.g., from Tier 2 to Tier 3) but in no case can they move to a lower numbered tier (e.g., from Tier 3 to Tier 2). In addition, when both spouses are employees of the District and the first one retires under the Tier 2 defined benefit plan, the other must also retire under the Tier 2 plan except as noted below. Similarly, when the first retired spouse retires under the Tier 3 or Tier 4 retirement plan, the other must also retire under the Tier 3 or Tier 4 retirement plan except as noted below. The only exception to this rule is when the first spouse makes an election at a Tier in which the second spouse is not eligible at the time of his/her retirement. In this instance, the first spouse can elect any Tier in which they are eligible, and the second spouse can elect any Tier in which they are eligible.

### **9.13 Benefit Continuation Upon Death**

In the event an eligible employee dies after giving notice of their intent to retire, but before receiving all accrued District retirement benefits, the employee's spouse or dependents shall receive all remaining District retirement benefits. If the employee is single, any accrued District retirement benefits shall be paid to the estate.

## SECTION 10. GENERAL LEAVE

### 10.01 Eligibility and Allocation Rules

Employees scheduled for a minimum of twenty (20) hours per week shall be eligible for paid general leave (GL). Employees qualify for the full complement of allocated days of general leave per year on the first day of July each year, or, for school year employees, on the first day of each school term subject to the banked days noted for hourly support staff below. Should an employee leave the District before the end of their assigned number of employment days, their general leave accrual will be pro-rated based on the number of days actually worked. Employees hired after the school year begins shall accrue general leave days based on a proration of the remaining days in their assignment. Employees who do not work the same number of hours on each workday shall have their leave eligibility determined by the average number of hours per day calculated on a weekly basis. Part-time employees shall receive general leave allocations prorated for their FTE.

### 10.02 Regulation

The Board may formulate and implement policies to prevent abuse of general leave. The Superintendent or her/his designee may, at his/her discretion, request verification of the need for the leave. Following major surgery, accident, illness, clearance from a health care professional must be obtained before resumption of duties.

### 10.03 Allocation Amounts

- A. Teachers: Fifteen (15) days of general leave are provided per year.
- B. Administrators and CTS: Employees shall receive one and one half (1.5) days of general leave for each month worked.
- C. Hourly Support Staff: New employees shall receive general leave (prorated based on FTE status) as noted in Table 1. Upon start of the second (2nd) year of employment, banked general leave days shall be credited to the employee's general leave account and the employee shall receive their general leave allocation in full.

Table 1: Allocated and Banked G/L Days per Year of Employment

Available Days Per Year	Available/Banked Days Per Year*			
	175-193 Days	194-220 Days	221-259 Days	260 Days
Yr. 1	6.75/6.75	7.5/7.5	8.25/8.25	9/9
Yr. 2	13.5/0	15/0	16.5/0	18/0
<b>Annual Allocation</b>	13.5	15	16.5	18

\*Note: Allocations are based on assigned work days per Notice of Assignment.

New employees may elect to donate one day per year to the Hourly Support Staff Emergency Sick Leave Bank (HSS\_ESLB). See Appendix F.

Employees not eligible for General Leave due to being part-time will be allocated 7 days of unpaid leave, to be used for the same reasons and under the same guidelines as General Leave.

#### **10.04 Accumulation**

- A. Teachers: General leave may accumulate up to one hundred and forty-one (141) days (equivalent to one thousand, fifty-seven and one half [1,057.50] hours based on a full-time teacher work day of seven and one half [7.5] hours).
- B. Administrators: General leave may accumulate up to one hundred forty-one (141) days (equivalent to one thousand, one hundred and twenty-eight [1,128] hours based on a full-time administrator work day of eight [8] hours).
- C. CTS and Hourly Support Staff: General leave may accumulate to one thousand and one hundred (1,100) hours.

#### **10.05 Use**

General leave may be used for the following reasons:

- A. Illness of the employee,
- B. Illness of a member of the family\*,
- C. Legal involvement unable to be scheduled outside of contracted time (up to one [1] day, up to two [2] days outside of Dane County),
- D. Maternity/paternity or adoptive proceedings,
- E. Weekday graduation of a member of the family (up to one [1] day, up to two [2] days outside of Dane County). General leave is not available for local graduations occurring on a weekend,
- F. Proceedings pertaining to military service including a family member's graduation or call to active duty, not including routine military service such as summer camp, (up to one [1] day, up to two [2] days outside of Dane County),
- G. Family wedding or wedding where employee is a member of the wedding party (up to one [1] day, up to two [2] days outside of Dane County),
- H. Visit a school with a spouse, child, or grandchild (e.g., college campus visit (up to one [1] day, up to two [2] days outside of Dane County), special school

activity such as 8<sup>th</sup> grade promotion, school play, P/T conference unable to be scheduled outside of contracted time). Attendance at sporting events and helping a family move into a college dorm are not considered school visits,

- I. Academic conferences relevant to post-secondary degrees (e.g., writing Master's Exam, National Board Certification exam for teachers (up to one [1] day),
- J. Dental or medical appointments unable to be scheduled outside of contracted time,
- K. Personal Wellness Day is defined as a day an employee takes off from work in order to relieve work stress or renew vitality, not to be used as a vacation or other VASD leave reason. No Personal Wellness days shall be taken on the day before or after an unpaid break or holiday except as approved by the building administrator/supervisor after consultation with Human Resources. In no instances may Personal Wellness days be scheduled on work days designated as professional development days on an employee's work day calendar. (up to two [2] days)
- L. Any emergency concerning one's family\* (up to one [1] day),
- L. Funeral of a relative or friend,
- M. Bereavement for death,
- N. Religious holidays,
- O. Reasons other than those listed, or additional general leave reasons already listed, may be approved if a written request is submitted to the superintendent or designee who may wish to refer it to the District,
- P. Adverse Weather (for hourly support staff only).

\*Family is defined as spouse, domestic partner, parent, or dependent child (whether by blood or marriage) or any other individual with whom the employee may be living. The superintendent or their designee is authorized to approve general leave if the relationship is to an adult child with a serious health condition, a close personal friend, or close relative other than those listed.

Further, general leave absences that require pre-absence scheduling and approval may not be scheduled on work days designated as professional development days on an employee's workday calendar.

### **10.06 Low Utilization Incentive**

Any employee who uses three (3) or fewer general leave days in any given year shall be allowed to utilize one (1) day the following school year from their general leave allocation subject to usage restrictions for personal days. Personal days, leave bank donations, and District designated adverse weather days shall not count for purposes of the low utilization incentive. The employee is not allowed to use more than one such day per year. If the day is not used, it shall remain in the employee's general leave account as an undesignated general leave day.

### **10.07 Well Pay**

For eligible employees who have exceeded their maximum general leave accumulation, well pay benefits will be paid on or before June 30th. This benefit is subject to WRS contributions.

- A. Teachers: Teachers who have accumulated more than one hundred and forty-one (141) days of general leave at the end of the school year shall be paid sixty dollars (\$60.00) for each day over one hundred and forty-one (141), up to a maximum of fifteen (15) days per year. Teachers shall not be credited with more than one hundred and forty-one (141) days prior to the start of any school year.
- B. Administrators: Administrators who have accumulated more than one hundred and forty-one (141) days of general leave at the end of the school year shall be paid in accordance with the administrative contract provisions.
- C. Hourly Support Staff and CTS: Hourly support staff with a minimum of eight (8) years of employment in the District and who have accumulated more than one thousand and one hundred (1,100) hours of general leave at the end of the school year shall be paid fifteen dollars (\$15.00) for each hour over one thousand and one hundred (1,100) hours. Hourly employee shall not be credited with more than one thousand and one hundred (1,100) hours prior to the start of any school year.

### **10.08 Severance Contribution**

This benefit shall be provided to eligible employees as a non-elective post-employment contribution on behalf of the employer. This severance contribution is not subject to WRS contributions. For employees leaving at the end of the school, the contribution will be made prior to June 30<sup>th</sup>. For those leaving during the school year, the contribution shall be made within thirty (30) days of the retirement effective date. An employee who qualifies for Well Pay and Severance Contribution shall be paid Well Pay first and Severance Contribution on the balance of accumulated unused general leave. Payments will be made to a 403b.

- A. Teachers: A teacher terminating employment with the school system after five (5) or more years in the District (layoff, resignation, or retirement upon



completion of the school year) shall be granted forty dollars (\$40.00) per day of accumulated, unused general leave.

- B. Administrators: Administrators who have accumulated more than one hundred and forty-one (141) days of general leave at the end of the school year shall be paid in accordance with the administrative contract provisions.
- C. Hourly Support Staff and CTS: An hourly support staff terminating employment with the school system after eight (8) years in the District shall be paid fifteen dollars (\$15.00) per hour for accumulated, unused general leave.

#### **10.09 Emergency Sick Leave Bank (ESLB)**

- A. See Appendix E for the ESLB rules for teachers.
- B. See Appendix F for the ESLB rules for hourly support staff employees.
- C. See Appendix G for the ESLB rules for CTS employees.

#### **10.10 Personal Days**

Restrictions on Use: Personal days are part of the general leave allocation except as noted below. Personal day absences shall be granted, with no reason required, by the employee's immediate supervisor provided the following conditions are met:

- A. No more than three (3) teachers and two (2) hourly support staff members per building may use this leave on any one day;
- B. No personal days shall be taken on the day before or after an unpaid break or holiday except as approved by the building administrator/supervisor after consultation with Human Resources.

In no instances may personal days be scheduled on work days designated as professional development days on an employee's work day calendar.

- C. Only one (1) personal leave day may be used after March 1st for any school-year (10/11 month employee);
- D. Personal leave days must be used prior to May 24th for any school-year (10/11 month employee); and
- E. The employee's supervisor must be notified, approval given, and the absence entered into Skyward and AESOP/Frontline (if the position requires a sub) at least three (3) days prior to the planned absence. Employees should not make financial commitments for days off associated with personal days until after approval is given.

### **10.11 Personal Day Allocations**

Administrators, Teachers, CTS, and Hourly Support Staff shall receive personal days in accordance with the following schedule:

Personal Leave Day	Qualifications	Part of General Leave Allocation?
1 <sup>st</sup>	Between hire date and 9.99 years of service.	Yes
2 <sup>nd</sup>	Between 10 and 24.99 years of service.	Yes
3 <sup>rd</sup>	Beginning with the 25 <sup>th</sup> year of employment.	No, an additional day. *

\*Note: In lieu of an additional personal day, an employee may elect to receive an additional one hundred and fifty dollars (\$150) per day in compensation.

### **10.12 Unpaid Personal Leave**

Employees may be granted personal leave without pay to attend or participate in such activities as travel, family visitation or other personal matters. Unpaid leave requests must be made in writing and are considered by the Superintendent on a case-by-case basis. Approvals are typically only granted for “once in a lifetime” opportunities, so only one request may be approved for the employee during their employment.

Employees who have exhausted their general leave, are on a FMLA or medical leave of absence, and have applied for and remain eligible for long-term disability benefits, may remain on an unpaid personal leave for up to 4 years from the date of their leave of absence, so long as they remain eligible and enrolled in long-term disability insurance salary continuation, in a manner that allows the disabled employee access to premium waive health insurance. Employees will give up all rights to their position and may apply and be placed in an open position they are qualified and licensed for when they are released back to work with no restrictions. If they do not return to work or are unable to return to work after 4 years, their employment will end.

## **SECTION 11. JURY DUTY LEAVE**

### **11.01 Eligibility**

Subject to the provision on “Payment for Time Out on Jury Duty” (see 11.03 below), a non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury for which they are summoned by the court when such duty occurs during the employee’s work hours. No paid leave will be provided for jury duty that occurs outside of the employee’s regular work hours or workdays.

### **11.02 Employee Notice**

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

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

An employee who is unable to report for work because of jury duty will be paid the regular hours they are scheduled to work. The employee will send the Jury Duty Form, see the District Staff Intranet/Human Resources/Payroll Information to the Human Resources Department. The employee will not suffer any loss of benefits that would be accrued during this time (i.e., sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

## **SECTION 12. UNIFORMED SERVICE LEAVE**

### **12.01 Eligibility**

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.

### **12.02 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 in writing to the employee's supervisor who will forward the request to Human Resources.

### **12.03 Payment While on Leave**

In addition to the requirements of the law to provide an unpaid leave, the District shall pay employees who qualify for Uniformed Service Leave the difference between their regular pay and the pay received from the state or federal government. These days are not to be deducted from general leave.

### **12.04 Benefits/Seniority/Length of Service during Uniformed Services Leave**

Employees shall continue to receive benefits and 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).

## **SECTION 13. WORKER'S COMPENSATION**

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

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the employee's supervisor and human resource office prior to seeking medical attention, if at all possible. In the event of an emergency, the employee shall provide notification within twenty-four (24) hours after the occurrence of the injury. The employee shall fill out an accident report form that can be found on the District Staff Intranet under Human Resources/HR Documents.

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

If any employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance, and the employee will be compensated in the following manner:

- A. Up to Day Sixty (60) of Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each day while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive day of leave, or as long as the employee has accumulated sick leave available, whichever occurs first.
- B. Day Sixty-One (61) and thereafter of Worker's Compensation Leave: The employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

### **13.03 Injuries Not Covered by Worker's Compensation**

Some types of injuries suffered while at work may not be covered by worker's compensation insurance. Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following:

- A. Injuries because of a self-inflicted wound
- B. Injuries sustained because of an employee's horseplay
- C. Injuries sustained while an employee does an activity of a strictly private nature.

## **SECTION 14. SCHOOL CLOSURE DUE TO INCLEMENT WEATHER OR OTHER EMERGENCIES**

### **14.01 Criteria and Notification**

The Superintendent or designee shall have the authority to close school in the event of extremely bad weather or other emergency that threatens the health or safety of students and staff. The Superintendent or designee may cancel school for the entire day, delay the start of school for the day or dismiss school early. If the school schedule is changed in any way to weather or other emergency, local media outlets will be notified, an email and text will be sent to all district staff and notice put on the District's website([www.verona.k12.wi.us](http://www.verona.k12.wi.us)). It is the employee's responsibility to monitor at least one

of these communication outlets to determine whether they are to report to work. [VASD Policy 723.3](#)

- A. Teachers/Administrators: If school is not held, teachers/administrators are not required to report to work, and no general leave will be deducted. The District shall, at minimum, make up all days/hours necessary to guarantee the receipt of state aid and/or necessary to meet the minimum annual school year requirements for minutes of instruction. Teachers/administrators shall not receive additional compensation if the District requires such time to be made up.
- B. Hourly and CTS Staff: If schools close for reasons of any emergency, hourly support staff scheduled to work on all shifts for that day will not report to work and will not be paid. Employees may be designated in advance that they are to report to work when school is closed. If so designated, they will work. However, no one is asked to risk personal injury to report to work. Employees working on such days shall receive time and one-half pay.

Employees who do not report to work will have the option to take the day without pay or may use general leave or vacation (if eligible) to maintain pay status.

Substitutes: If students do not report to school, substitute teachers do not report to school. If a delayed start is announced, substitute teachers report thirty (30) minutes prior to the new start time of school.



**PART II - STAFF WITH INDIVIDUAL CONTRACTS  
UNDER §118.22, WIS. STATS. (TEACHERS)**

## **SECTION 15.      COMPENSATION**

### **15.01 Starting Salary**

The Director of Human Resources shall determine the starting salary of newly hired teachers based on the needs of the District. The current approved Teacher Salary Schedule is located on the District Internet under District Departments, Human Resources and Payroll/Salary Schedules. Step placement criteria:

- This includes public and private 4k-12 schools
- This includes in-state and out-of-state schools
- This includes international schools if a license is required by their government
- This does not include substitute teaching or student teaching
- Working less than 50% FTE or less than a full year does not equal a step
- Use total years of teaching to count the number of steps (0 and 1 years = Step 2, 2 years = Step 3, 3 years = Step 4, etc)
- Those who are from out-of-state will be placed on a lifetime license lane if they have more than 3 years of teaching experience. They will have 3 years from their hire date to receive their Wisconsin Lifetime License and will be frozen on steps if not received.
- Supplemental Step Placement, not to exceed 6 steps total.
  - Dual-certification candidates will be given additional steps in their initial placement if they have dual certification in either Special Ed or Bilingual Licensure (not ESL). Additional step advancement must be consistent with all candidates (recommending an(3 steps).
  - DPI identified hard-to-fill positions will be given additional steps in their initial placement. Additional step advancement must be consistent with all candidates (3 steps).
  - Market forces that impact us to hire highly qualified candidates as a part of OE.4 (3 steps).

### **15.02 Salary Advancement**

Base wages for each school year will be negotiated with the designated and appropriately certified bargaining unit representatives. Supplemental wages, if any, may be provided at the sole discretion of the District. Approved base and supplemental wage increases shall be provided to all teachers in the District.

The current Teacher Salary Schedule has vertical lanes that relate to WI DPI PI-34 licensure stages: Provisional Educator, Life License Educator and Master Educator. In addition, a lane denoting a Life License Educator with Master's Degree attainment is included. Any teacher who has a current, valid five (5)-year license that was granted prior to PI-34 implementation shall be placed in the Life License Educator lane (or Life License Educator with Master's lane as applicable).

Subject to negotiations and the availability of funds, typical wage progressions may include one or more of the following:



- A. One (1) or more steps (vertical movement within a lane). Note that steps do not always relate to years of experience.
- B. Moving one (1) or more lanes (horizontal movement) based on changes to a teacher's licensure status on or after July 1st of the contract year. The compensation for a lane movement is as follows:
  - i. The teacher's current year salary will be increased by the percentage amount identified in the column that the teacher is moving to.
  - ii. The teacher will then be placed on the next highest step at or above the sum of the current year salary and the applicable percentage of salary increase denoted in the column to which the teacher is moving.
  - iii. In the event a teacher qualifies for two lane movements at once, the teacher can either move one (1) column per year for two (2) years (with column percentage increases each year and placement at the next highest step) or can move directly to the highest column for which they are eligible and receive the percentage increase (with placement at the next highest step) for that column only.
  - iv. Teachers who provide documentation of licensure change after August 15<sup>th</sup> will receive the appropriate lane and step increase within thirty (30) days of providing the required documentation. This pay increase will be retroactive to the beginning of the contract year.
    - i. If the wage is adjusted as part of a mass change for all teachers, the retroactive wages will be paid in a lump sum at the time of the move.
    - ii. If the lane movement is an individual adjustment, the additional compensation will be spread out over the remaining paychecks of the teacher's identified payroll cycle.
- C. Across the board salary schedule increases where the entire schedule is increased by a defined percentage.

For purposes of movement through the salary schedule, part-time teachers will receive the same step increment(s) as full-time teachers.

### **15.03 Teachers Subbing for Teachers**

When a teacher is requested by the principal/designee to teach the class of a teacher who is absent, the teacher shall be paid thirty dollars (\$30.00) per hour.

### **15.04 Voluntary Work During the Teacher Lunch Period**

If a teacher accepts a voluntary assignment during their duty-free lunch period, they will be compensated at the curriculum rate.

### **15.05 Summer Teachers**

Teachers who are employed by the Verona Area School District during the school year and are hired during the summer months shall be paid according to the current approved Summer and Seasonal Wage Rate Schedule which is located on the District Internet under District Departments, Human Resources and Payroll, Salary Schedules.

The terms and conditions of employment for summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.

### **15.06 Parent/Teacher Conferences, Back to School Meeting Preparation and 6<sup>th</sup> and 9<sup>th</sup> Grade Transitions**

- A. Conferences for Traveling and/or Part-Time Teachers - Parent/Teacher conferences may be conducted at multiple sites according to the teachers' percentages of assignments. Administrators may request teachers to be available for additional Parent/Teacher conferencing time. With the exception of teachers working job-sharing arrangements, part-time teachers who are requested to work in excess of their percentage of employment shall be compensated at the teachers' hourly rates of pay.
- B. Elementary Class Size Conference Impact - Elementary teachers shall be eligible for additional compensation at the current curriculum rate according to the table below:

Students Enrolled in Class at Time Of Conference	Additional Hours Permitted for Payment
19	.5
20	1.3
21	2.1
22	2.9
23	3.7
24	4.5
25	5.3
26+	Individually Negotiable

- i. Normal and customary parent contact, including but not limited to phone calls, emails, notes and other informal personal contact, shall not be eligible for additional remuneration.

- ii. Teachers may submit timesheets upon completion of spring conferences and no later than May 31<sup>st</sup> with payment to be made in June.
  - iii. The chart above is premised on fall and spring conferences of twenty (20) minutes and thirty (30) minutes respectively, or alternatively a total of fifty (50) minutes per student. The District reserves the right to determine the length of conferences to best meet student and parent needs. The VABOA will meet and confer with affected teachers and the designated bargaining representative if the District increases the total length of conferences per student.
- C. Elementary Back to School Meeting Preparation- Regular elementary classroom teachers may be paid for up to four (4) hours for preparation for back to school parent meetings in the fall. These four (4) hours of preparation are for parent meetings to be conducted in the months of August and/or September.

Teachers who choose to conduct such meetings will be paid at the teacher's regularly scheduled hourly rate. Special Education teachers who choose to participate with regular elementary classroom teachers in said conferences will also be paid at their regularly scheduled hourly rate.

D. Sixth and Ninth Grade Orientation - Teachers of sixth (6<sup>th</sup>) and ninth (9<sup>th</sup>) grade students may participate in orientation activities specific to the incoming grade level in the spring and beginning of the school year that take place outside the normal contract day. Up to six (6) hours may be submitted for compensation at the teacher's regularly scheduled hourly rate.

### **15.07 Flex Day**

The purpose of an additional flex day is to provide time for teachers to work together on goals that connect to and are aligned with the District direction.

The process for planning and implementation at the building level will be organized and supervised by the Building Principal. Plans for the use of the flex time must relate to building or District goals. It is expected that professional staff members will work in teams or departments to identify goals, delineate strategies, and create a timeline of tasks.

While it is the intent that the individual or group will establish a schedule for flex time, in the absence of said schedule, the principal reserves the right to assign a project plan for utilization of the designated flex time to that individual or group. If the individual does not submit a plan by September 30<sup>th</sup>, the Principal shall assign a plan and timeline. In the event teachers in a group cannot mutually agree to times for collaboration and project work, the teachers will need to complete their flex time work individually.

Each individual must submit a flex day completion form by May 31<sup>st</sup> of each year. Failure to complete planned flex day work and submit a completed form will result in a day's pay deduction from the last check in June. Should an individual be placed on medical leave prior to completing the flex time work prior to June 30, general leave may be used in lieu of a pay dock.

### **15.08 Upham Woods**

Teachers who volunteer, subject to the approval of the administration, to accompany students to Upham Woods for extended school day activities are to be compensated as follows:

- A. one half (1/2) comp day for each evening of activities/supervision; and
- B. one (1) comp day for each evening and overnight supervision.

### **15.09 Summer Camps and Other Community Enrichment Opportunities**

The following two options are available for teachers to operate summer camps and enrichment opportunities that are separate and distinct from summer school. This section shall apply to the following:

ACT Preparation	Theater Camp
Art/Ceramic Camp	Track
Basketball – Boys and Girls	Volleyball – Boys and Girls
Football	Weights
MS Theater	Youth Basketball Camp/League
Soccer – Boys and Girls	Others as Approved by the District

#### **Option 1: District Sponsored Activity**

The program falls under the jurisdiction of the District. Payment for each position will be determined by a spreadsheet that identifies anticipated revenues and fixed expenses, with the balance being made available for payment to employees. The decision of the camp/enrichment event leader shall determine the compensation amounts for all employees who assist the leader.

#### **Option 2: Independent Contractor**

The program will be run independently, and the director assumes all responsibility including insurance, rental fee(s), salaries, and all other financial liability. The District agrees to treat all independent organizations equitably including, but not limited to, assessing rental fees and distribution of registration forms in District mailings.

The camp option may only be changed prior to the start of the camp process by notifying the Athletic Director.

### **15.10 Teacher Work Calendar**

The school calendar, including the determination of the structure of the days, e.g., instructional, in-service, workdays, etc., shall be at the sole discretion of the Board. See the District website under District Departments/Human Resources and Payroll/Teacher Work Day Calendar for the current school calendar.

A typical teacher work calendar shall consist of one hundred and ninety-two (192) contract days, which shall include the following:

- A. One hundred and eighty (180) student contact days;
- B. Two (2) teacher “Back to School” in-service days;
- C. Three (3) professional development days;
- D. Two (2) parent conference days
  - i. The fall conference day is a combination of a scheduled morning conference time during the normal work day and “comp time” for conferences held after normal contract hours in the fall
  - ii. The spring conference day is a paid “comp day” scheduled at the end of the school year and is a combination of the “Back to School” night in the fall and the spring parent/teacher conferences that are scheduled and held after normal contract hours.
- E. One (1) Family Contact Day. Meetings with parents/students take place outside of the normal contract days/hours prior to October 1<sup>st</sup> of each year and is compensated in the form of a paid “comp day” as noted on the teacher work calendar.
- F. One (1) Flex Day. Flex Day time must be completed in cooperation with colleagues and be focused on District or building goals and is compensated in the form of a paid “comp day” as noted on the teacher work calendar. The project or combination of projects must equal seven and one half (7.5) hours. See Section 15.07.
- G. Three (3) paid holidays: Labor Day, Thanksgiving Day, and Memorial Day.

### **15.11 Professional Development Days**

Each year, the three (3) required professional development days will be identified on the teacher work day calendar. Each teacher is required to attend a full day of each scheduled professional development (regardless of FTE). Part-time teachers may submit a timesheet to their building principal to be paid at their hourly rate for additional hours worked beyond their assigned FTE.

For those who do not attend, the applicable pay deduction will be made. For an unexpected illness of self or family member, General Leave may be used. No scheduled general leave absences (including personal days) may be requested nor used on these days.

Teachers who provide training for any District sponsored training will be compensated at four hundred dollars (\$400) per day/two hundred dollars (\$200) per half day in addition to their normal daily rate. This training will also count towards the teacher's required professional development days.

The District may offer one or more "optional" days of professional development that a teacher may choose to attend. These days are in addition to the teacher's one hundred and ninety-two (192)-day work calendar and will be noted as "optional" days of attendance on the teacher work calendar. Teachers who attend these optional days shall be paid one hundred dollars (\$100) per day/fifty dollars (\$50) per day half day for attendance.

### **15.12 Extra Teacher Workdays for New Hires**

In addition to the one hundred and ninety-two (192)-teacher work day calendar, four (4) additional days of work will be required for all full time and all part time teachers new to the District in their first twelve (12) months of employment. These days are required to be worked as full days regardless of a new teacher's FTE status. (For this section, "new to the District" is defined as not having participated in these additional days in our District in a previous assignment.)

Three (3) of the four (4) days shall be the three (3) workdays immediately preceding the first day that returning staff report. Each of these three (3) days will include fifty percent (50%) site/District scheduled time and fifty percent (50%) individual time for teachers to work in their classrooms. New teachers will receive their daily rate of his/her contracted salary for each of the three (3) days preceding the first day that returning staff report.

The remaining fourth (4<sup>th</sup>) day, which may be broken down into one-two (1-2) hour blocks of time, shall be a flexible work day scheduled after hours at the discretion of the corresponding building administrator. Pay shall be at the curriculum rate.

### **15.13 Extended Days**

Upon agreement by the teacher, additional contract days may be added to the contracted school calendar at the discretion of the District. Teachers shall be compensated for said days at their individual contracted per diem rates of pay as per the current salary schedule.

### **15.14 Reimbursements for Credits, NBPTS Certification, Or Wisconsin Master Educator Portfolio**

Teachers shall be reimbursed the actual cost of courses directly related to the current area of teaching assignment or for application costs to seek National Board of Professional Teaching Standards (NBPTS) certification up to a maximum of one thousand, eight hundred dollars (\$1,800.00) in any five (5)-year period. Course reimbursement for a part-time teacher shall be pro-rated based on their individual contract FTE.

In the event a teacher's licensure area is not covered by the NBPTS, the teacher may be reimbursed for the actual cost of obtaining the Wisconsin Master Educator Portfolio. Since Occupational Therapists and Physical Therapists do not have a NBPTS nor Wisconsin Master Educator pathway, they may request to be placed in the Master Educator pay column after having completed five (5) full years of District employment.

Notwithstanding the above, a teacher may be reimbursed for the costs associated with becoming a trainer of any District approved professional development topic. Such reimbursement shall be in addition to the dollar amounts listed above, but approval is contingent upon the availability of funds.

The beginning of the five (5)-year period for credit reimbursement shall be determined by the teacher's starting date in the District. Graduate courses related to assigned responsibilities are eligible for this one thousand, eight hundred dollar (\$1,800.00) reimbursement include those taken anytime within this five (5)-year period.

Courses must directly relate to the teacher's current area of teaching assignment or courses in the following university or college departments:

- Department of Psychology
- Department of Guidance and Counseling
- Department of Curriculum and Instruction
- School of Library Science
- Department of Educational Administration
- Department of Rehabilitative Psychology and Special Education
- Department of Educational Policy Studies
- Department of Social Work

Teachers who resign (excluding retirement) will be required to repay the Verona Area School District for any Tuition Reimbursement paid in the proceeding last two (2) full semesters of employment. Reimbursement waivers may be granted in hardship situations at the discretion of the Director of Human Resources.

The District will not be liable for any insurance claims filed by teachers when traveling to/or-attending courses in completing the above stated requirements.

Teachers shall be eligible for reimbursement provided:

- A. all courses, except those referenced in the list of departments above, have received prior written approval of the superintendent or designee;
- B. the teacher is a full-time or part-time member under contract in the month reimbursement is to be dispersed. For example, teachers leaving the District whose last contract day is in June are not eligible for reimbursement of coursework completed in July onward.

Courses taken, which meet the criteria outlined above, will be reimbursed on a monthly basis except during the months of August and September.

Reimbursement for coursework will be executed upon Human Resources receiving all of the following:

- A. Official transcript or grade report from the instructor indicating that all course requirements have been successfully fulfilled, and received within sixty (60) days of completion of the course or upon receiving the course grade;
- B. An official receipt designating the tuition and/or fees identified for each course from the appropriate institution indicating that the course fees are paid in full (books, computers, parking etc. are not reimbursable),
- C. A completed, signed, and dated "*Request for Credit, NBPTS or Wisconsin Master Educator Portfolio Reimbursement*" form. These expenses may be submitted for reimbursement at any time, regardless of completion status.

This information must be received by the second (2<sup>nd</sup>) Friday of the month for reimbursement to occur on the fourth (4<sup>th</sup>) Friday of the same month. Forms and information received after the second (2<sup>nd</sup>) Friday of the month will be reimbursed the following month.

### **15.15 Enrollment Impact (Class Size)**

The distribution of students in classes by the District shall be according to the following descriptions. Class sizes that exceed the following descriptions which result from a principal, or other supervisor, granting a request initiated by a teacher will not qualify for wage adjustment.

- A. Reasonable efforts will be made to staff classrooms in accordance within class sizes of twenty-five to one (25:1) at the Elementary (Grades K-5) level and within thirty to one (30:1) at the Secondary (Grades 6-12) level. The impact of increased enrollment (*i.e.*, more preparation, more papers to correct, more work projects to supervise, probability of more disciplinary problems) on a teacher's working day may be an individually negotiable area if one of the following guidelines is exceeded:
  - ii. K-5 - Any enrollment over twenty-five (25)
  - iii. 6-12 - Any enrollment over thirty (30)

An affected teacher shall have the personal option of seeking a fair and equitable financial and/or workload compensation for that increased



enrollment from the District. This request may be made directly to building administration.

- B. The following departments are excluded from impact guidelines for enrollment: Music, Art, Physical Education, Library Media Specialists, Education Technology personnel, Student Services personnel, and other personnel not engaged in classroom teaching. Teachers in these departments may seek a fair and equitable financial and/or workload compensation should they believe their class sizes are excessive. All charter school teachers are also exempt from impact guidelines.
- C. Nothing contained in this section is intended to define or limit class sizes, such authority to be specifically reserved to the District. The intent of this section is to address the impact of enrollment on a teacher's working day.

### 15.16 Teaching Load (Workload Grid)

- A. The following table sets forth the workload of District teachers. Individual employment contracts shall be based upon the following table and contracts that are issued for less than one hundred percent (100%) employment shall be calculated according to this table and the formulas in subsection D. Teachers with workloads which exceed the parameters described in the following table shall be compensated based upon calculations provided in subsection D.
- B. Workload Grid Table - All components are expressed in minutes per week:

Components	High School	Middle School	Elementary School
Contracted time	2400 minutes/week	2400 minutes/week	2400 minutes/week
Duty Free Lunch	150	150	150
Face-to face Instruction	1250 range: 1275-1337	1350 range: 1290-1410	1425 range: 1365-1485
*Individual preparation time	250	225	420
Other duties	250	285	405 (this is other duties and school business combined)
School business	500	390	(see above)

\*NOTE: This category includes but is not limited to High School: the equivalent of one (1) period every two (2) days (block schedule); Middle School: the

equivalent of one (1) period per day; Elementary School: a combination of time when students are supervised by someone other than the classroom teacher, for example, related arts, recess, etc.

C. Other workload components:

- i. Elementary teachers will not be required to supervise student activities during recess periods or during the students' lunch periods unless this supervision is in lieu of teaching assignment.
- ii. Elementary teachers will receive an additional paid day to be paid at the teacher's scheduled per diem salary as compensation for preparation performed outside the regular teacher work day. Pay for this day will be paid with the first June paycheck.
- iii. The teacher's day shall include no fewer than thirty (30) consecutive minutes per day for duty-free lunch.
- iv. Administrators have the ability to assign other duties such as, but not limited to, study halls to an employee in combination with other duties to comprise a full-time contract. It is permissible for teachers to work with students during their preparation time if they so choose.

D. Wage Adjustment - The method of calculation for determining a less than full time assignment and the method of calculation for determining an overload is described as follows:

For a part-time assignment - The percent of a teacher's individual contract that is less than full time shall be determined by subtracting the number of instructional minutes of the teacher's assignment from the lowest number of the instructional range, divide the resulting sum by the mid-point of the range as shown on the Work Load Grid to obtain the percent of assignment less than full time. Subtract the percent less than full time from one hundred percent (100%) to obtain the percent of the teacher's part-time contract. [Example: For a teacher who has a high school assignment of one thousand one hundred and fifty [1,150] instructional minutes, subtract one thousand, one hundred and fifty [1,150] from one thousand one hundred and ninety [1,190] (the lowest number of the range) = forty [40] divided by one thousand two hundred and fifty [1,250] (the mid-point) = three point two percent [3.2%]. One hundred percent [100%] minus three point two percent [3.2%] = ninety-six point eight percent [96.8%] part-time contract.]

For an overload assignment - The percent of an overload assignment shall be determined by subtracting the highest number of the instructional range from the number of instructional minutes of the teacher's assignment, divide the

resulting sum by the midpoint of the range as shown on the Work Load Grid to obtain the percent of assignment greater than full time. Multiply the percent greater than full time times the teacher's salary on the salary schedule times the length of time of the overload assignment to obtain the amount of overload pay for the teacher. [Example: For a teacher who has an elementary school assignment of one thousand five hundred and fifty (1,550) instructional minutes for one semester, subtract one thousand four hundred and eighty-five (1,485) (the highest number of the range) from one thousand five hundred and fifty (1,550) = sixty-five (65) divided by one thousand four hundred and twenty-five (1,425) (the midpoint) = four point six percent (4.6%). Four point six percent (4.6%) times the teacher's scheduled salary times point five (.5) = the overload salary.]

### 15.17 Traveling Teachers

The length of the work day for traveling teachers shall not exceed the length of the work day for a non-traveling teacher at the same level (*e.g.*, elementary school, middle school, high school) based on their assigned starting time. Work days will be in consecutive minutes beginning with the teacher's starting times. The teacher's thirty (30) consecutive minutes for duty-free lunch shall not include any minutes of travel time.

The total number of minutes for travel time will not be calculated as part of student contact time (*i.e.*, not instructional minutes). \* The following allocation of time will be used for traveling:

Sites	CV	GE	NCS/VAIS	SC	SP	BR/CKCS	SO	VAHS/EA
CV	n/a	15	10	10	20	10	20	10
GE	15	n/a	15	15	15	15	15	15
NCS/VAIS	10	15	n/a	5	20	5	20	10
SC	10	10	5	n/a	20	5	20	10
SP	20	15	20	20	n/a	20	5	20
BRMS/CKCS	10	15	5	5	20	n/a	20	10
SOMS	20	15	20	20	5	20	n/a	20
VAHS/EA	10	15	10	10	20	10	20	n/a

\*Note: It is understood that middle school and high school schedules for traveling teachers will be adjusted by no more than one (1) class period less than a full load for travel time.

A teacher who is assigned to multiple building sites shall have the site where the teacher has the largest percentage of work assignment designated as a Homebase. When a teaching assignment is evenly divided between two or more buildings, the teacher shall declare a Homebase. Teachers shall attend faculty meetings and staff development days at their Homebase school. Exceptions to this provision may be made upon mutual agreements between teachers and administrator(s).

## SECTION 16. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### 16.01 Supervision and Evaluation

- A. Basis for Evaluations - Written evaluations based on classroom observation(s) and the assessment of professional performance as described in District's teacher job description, shall be completed for all teachers based on the state's Educator Effectiveness plan. <https://dpi.wi.gov/ee> Teacher evaluations shall be conducted openly and with the full knowledge of the teacher.
- B. Right to Representation and Right of Rebuttal - Whenever a teacher is requested to meet with an administrator or with the District, the teacher shall at all times be entitled to have a representative of their choice, present for any hearing, conference, or meeting regarding the teacher's professional performance. During all steps of the evaluation process, the teacher shall have the right to submit a written response to the observation or evaluation, and the response shall be attached to the evaluation documentation.
- C. Frequency of Evaluation and Observation
  - i. Probationary teachers shall be in a "summary year" for evaluation purposes the first three (3) years of District employment under a continuing contract. Each probationary teacher shall be provided with one (1) formal, written observation and at least two (2) mini observations. These observations will take place between September 15 and May 31st and the written evaluation will be completed prior to the end of the school year. If unsatisfactory performance is observed, the teacher shall receive written notice of concerns when they are identified, and an unsatisfactory evaluation shall be communicated no later than April 1<sup>st</sup>. An unsatisfactory evaluation may result in non-renewal of the employment contract.
  - ii. Probationary teachers who were at one time District non-probationary teachers in good standing shall serve a two (2) year probationary period to include one (1) formal, written observation per year and two (2) mini observations. These observations will take place between September 15 and May 31st and the written evaluation will be completed prior to the end of the school year.
  - iii. Non-probationary teachers shall receive a written evaluation at least once every three (3) years.
- D. Formal Observation Process – Evaluator and teacher shall schedule a pre-observation conference, an observation date and time, and a post-observation conference. A conference between the evaluator (observer) and the teacher

who has been observed shall be held within fifteen (15) working days after the teacher receives written feedback on the observation.

- E. Informal (Mini) Observation Process – The evaluator shall conduct an unannounced, informal observation at a time of their choosing. Evaluator shall document observation evidence and provide a written summary of feedback to the teacher.
- F. Unsatisfactory Evaluation or Observation - If a non-probationary teacher has an unsatisfactory evaluation or observation, the teacher will be notified in writing of the unsatisfactory evaluation or observation. The teacher (if a non-probationary teacher) and the evaluator (observer) will work together to develop a Plan of Improvement that will identify areas in need of improvement, strategies, and resources to assist the teacher in improving, a timetable for improvement, priorities for most needed improvement, and further opportunities for evaluation or observation. See Section H below.
- G. Part-Time Teachers - Movement through the evaluation sequence for part time teachers and full-time teachers on one (1) year, non-renewing contracts is separate from a teacher's continuing contract status.

All part time and those full-time teachers on a one (1) year, non-renewing contract shall follow the three (3) year Observation/Evaluation sequence identified provided there has been no break in service. However, they shall continue to be considered probationary teachers for contract renewal purposes (e.g., Probation 1). If/when they obtain continuing contract status, they will begin the three (3) year probationary cycle.

- H. Performance Improvement
  - i. Retention Without An Increase - A teacher found to have unsatisfactory performance may be retained for one (1) year without an increase in pay. This shall not affect the teacher's seniority in the District. Upon acceptable improvement, the teacher shall advance on the salary schedule as if no freeze had occurred.
  - ii. Performance Improvement Procedure - In the event a probationary teacher is notified in writing of unsatisfactory performance as noted on the written evaluation or observation, or if a teacher's performance is found to be unsatisfactory by the District, the procedure described below will be followed:
    - a. Minor issues will be addressed initially on a verbal basis between the teacher and supervisor.

- b. Major issues or persistent minor issues will be addressed in writing, as well as verbally. The teacher's supervisor will provide the teacher with a written description of performance deficiencies and, in person, discuss the issue(s) with the teacher.
- c. Every effort will be made to identify clearly the nature of the problem and the recommendations for improvement. The administration will establish a reasonable timetable for compliance and the criteria for evaluation. The administration will schedule a future meeting to review the teacher's performance.
- d. This procedure does not obligate the District to place on probation a teacher whose performance is considered to be unsatisfactory and shall not preclude taking other action including, but not limited to, non-renewal within the year the teacher has been notified of unsatisfactory performance.
- e. If the District places a teacher on probation, the potential consequences of this probationary status shall be communicated clearly in writing to the teacher within a reasonable time.

#### **16.02 Teacher Child Rearing Leave of Absence**

The District shall grant a leave of absence for child-rearing purposes without pay, to any teacher who is under contract, upon written request for such leave.

- A. This child rearing leave is an additional benefit that the teacher has the option of requesting after the birth or adoption of a child. once a leave permitted by law (FMLA) has ended.
- B. A teacher who wishes to take leave under this policy shall make application in writing to the District.
- C. Once requested and approved, the leave begins after any leave permitted by law (e.g., FMLA) ends. Leave under this policy can only be used for the remaining portion of the school year in which a birth or adoption occurs, with the option to extend this child rearing leave for a period of one (1) additional full school year. Teachers who do not elect to take a child rearing leave in the year of the birth/adoption are not eligible for the provisions of the section at a later time.

- D. The teacher on child-rearing leave shall notify Human Resources in writing by March 15<sup>th</sup> of their intent to return to active teaching duty for the ensuing school year.
- E. A teacher who begins leave after March 15<sup>th</sup> of a school year shall have until April 15<sup>th</sup> to declare intent to return to duty for the ensuing school year.
- F. A written or unwritten employment policy or practice which discriminates against employees or prospective employees because of pregnancy is in prima facie violation of the Wisconsin Fair Employment Practices Law.
- G. Written or unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement, and payment under any health or temporary disability insurance or general leave plan, formal or informal, shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disability. Such disabilities when caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or general leave plan available in connection with employment. Where the termination of an employee who is temporarily disabled is caused by an employment policy under which insufficient or no leave is available, such a termination violates the law if it has a disparate impact on employees of one sex and is not justified by business necessity.

### **16.03 Other Teacher Leaves of Absence**

A one (1) year leave of absence may be granted when qualified replacements can be secured. Such leaves shall be requested in writing, shall be without pay, or under such conditions as the District may approve. Except for illness, generally four (4) years of local teaching experience and intent to return to a teaching assignment in the Verona Schools will be required. The teacher on leave shall notify the superintendent in writing by February 15<sup>th</sup> of their intent to return to active teaching duty for the ensuing school year.

- A. Recoverable illness
- B. Travel
- C. Exchange teaching program
- D. Scholarships
- E. Advanced education

- F. Explore career alternatives.

Teachers may apply for a one (1)-year extension to the above leaves of absence, but in no situation shall additional years be granted.

#### **16.04 Reassignments and Transfers**

- A. The District has the right to reassign within a building and transfer teachers among buildings. When reassignments and transfers can be anticipated, the administration shall notify teachers in writing by March 1. If an involuntary reassignment or transfer becomes necessary after March 1, the teacher to be reassigned or transferred will be notified in writing within fourteen (14) calendar days subsequent to the decision, along with reasons for such reassignment and transfer. Whenever possible, the teacher to be reassigned or transferred shall be granted a private conference with the building principal. Such conference shall be held outside the hours when the teacher is assigned students.

Teachers under continuing contracts who desire a change in academic teaching position for which they are currently licensed, or who desire to transfer to another building, must submit a letter of interest to the contact person noted in the posting.

Teachers under continuing contracts who apply for open positions may be interviewed. If requests for transfer are denied, teachers will be notified within thirty (30) days and shall be given reasons for the denials.

- B. When multiple reassignments and/or transfers are to be made in the District due to opening of new buildings or reorganization, only teachers under continuing contracts will be reassigned or transferred as follows:
  - i. Voluntary Reassignment or Transfer - Volunteers for the reassignments and/or transfers will first be sought District-wide. Volunteers from the school(s) or program(s) represented by the students to be moved or reorganized will receive priority in the process. Upon request, volunteers who are not granted a reassignment or transfer will be given a personal consultation with an administrator.
  - ii. Involuntary Reassignment or Transfer - The remaining positions will be filled through a stratified random drawing among full time professional staff on continuing contracts from the school(s) or program(s) represented by the students to be moved or reorganized. The drawing will be conducted by the District. Employees may attend. Professional staff names will be grouped into three categories by total teaching experience recognized by the District:



- a. Zero (0) through three (3) years of experience
- b. More than three (3) through ten (10) years of experience
- c. More than ten (10) years of experience

Staff to be involuntarily reassigned and/or transferred will be selected randomly within each category until all positions are filled. The District may decide which category to start with based on need. Teachers who have multiple certifications will not be reassigned or transferred into a grade or subject which they have not taught in the preceding five (5) years. Teachers may be transferred up to one (1) grade level on either side of their current assignment provided they currently hold appropriate certification. In lieu of accepting an objectionable involuntary reassignment or transfer, teachers may inform the District that they will not contest their own layoff.

### **16.05 Duty Hours**

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.*

The hours per day for all teaching staff shall be eight (8) continuous hours, including a one-half (½) hour duty-free lunch period, except on Fridays and days preceding vacations, holidays, and unpaid breaks, when teachers may leave after having supervised the departure of pupils, unless assigned to special projects or activities which require extra time.

### **16.06 Renewal and Non-Renewal of Contracts**

- A. Process: It is intended herein that the procedure for non-renewal of teacher contracts shall be in accordance with § 118.22, *Wis. Stats.*
- B. Part-time Employees: Part-time employees are not covered by § 118.22, *Wis. Stats.* and, therefore, they should be so informed at the time of employment and so informed, in writing, on their individual contract. Upon receipt of a fourth (4<sup>th</sup>) consecutive one (1)-year part-time contract of sixty-five percent (65%) or more, the District confers the right to a continuing contract with notification and non-renewal provisions as delineated in Wisconsin law and this *Employee Handbook*. Upon receipt of a third (3<sup>rd</sup>) consecutive one (1)-year contract of one point zero (1.0) FTE, a teacher on a temporary contract will have earned the right to a continuing contract with notification and lay-off provisions as delineated by Wisconsin law and this *Employee Handbook*. A full-time non-probationary teacher who moves to a part-time contract of sixty-five percent (65%) or more will maintain the right to a continuing contract at the contract face percentage with notification and non-renewal provisions as delineated in Wisconsin law and this *Employee Handbook*.

C. Standard for Nonrenewal for Teachers:

- i. Probationary Employee: A probationary teacher may be non-renewed during their probationary period for reasons that are not arbitrary or capricious, and such nonrenewal will not be subject to the grievance provisions of this *Handbook* or through the District's Grievance Policy. Such nonrenewal shall be exclusively subject to the provisions of § 118.22, *Wis. Stats.*
- ii. Non-Probationary Employee: After completing the probationary period, non-probationary teachers may be non-renewed as follows:
  - a. A non-probationary teacher who has not been placed on a Performance Improvement Plan (PIP) under the District's evaluation procedures for at least two (2) full consecutive semesters may only be non-renewed for good and sufficient reason.
  - b. A non-probationary teacher who has been placed on a Performance Improvement Plan under the District's evaluation procedures for two (2) or more consecutive semesters may be non-renewed in the school year of or immediately following the PIP for reasons that are not arbitrary or capricious. This action shall be considered a termination for purposes of the District's grievance procedure.
  - c. Notwithstanding "b" above, a nonrenewal shall not be deemed a "termination" under the District's grievance procedure. Such nonrenewal shall be exclusively subject to the provisions of § 118.22, *Wis. Stats.*

**16.07 Standards for Discipline and Termination**

A probationary teacher may be disciplined for reasons that are not arbitrary or capricious and may be terminated for good and sufficient reason. "Good and sufficient reason" is defined as the following:

- A. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and
- B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

“Arbitrary and Capricious” is defined as not having a “rational connection between the facts established and the decision made.”

A non-probationary teacher may be disciplined or terminated for good and sufficient reason. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*.

No teacher may be employed or dismissed except by a majority vote of the full membership of the District. Nothing in this section prevents modification or termination of a contract by mutual agreement of the teacher and the District.

The District shall notify the teacher in writing of any alleged problems which could require discipline or discharge, indicate expected correction, and indicate a reasonable period of correction, unless the alleged problem is so serious as to require immediate disciplinary action or discharge.

A teacher may elect to have present a representative whenever requested to meet with the administration for the purpose of being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. All information in the possession of the administration bearing on any disciplinary action will be made available to the teacher and to his/her representative at the teacher's request.

### **16.08 Study**

During the school year, moderate study for professional advancement will be encouraged. However, teachers should keep in mind that the work of the school and the necessity for good health on the part of the teacher are paramount. Accordingly, teachers should avoid overburdening themselves with professional study and other outside activities not related to the school program.

### **16.09 Breach of Contract and Liquidated Damages**

Any teacher seeking release from his/her individual employment contract shall submit a written request to the Board and if approved, the teacher shall be subject to the liquidated damages specified in this section. No release from contract will be effective until approved by the Board and until the liquidated damages are paid. If the teacher does not pay the fee upon demand, the District shall have the option to withhold the fee from any monies due and owing teacher. A teacher who requests release from and/or breaches the individual employment contract after June 15 shall pay liquidated damages in the amount of five hundred dollars (\$500). A teacher who requests release from and/or breaches the individual employment contract after August 1 shall pay liquidated damages in the amount of one thousand dollars (\$1000). The amount of liquidated damages for a part-time teacher shall be pro-rated based on the percentage of the teacher's individual employment contract. Damages may be waived or reduced by the Superintendent in hardship cases.

### **16.10 Tutoring**

Teachers shall not tutor their own pupils for a fee during the school year. No tutoring for which a teacher receives a fee will be carried out in the school building. Employees are encouraged to refer to the District Policy 356 Tutoring Services and Rule 356 Rules Governing Staff Member Tutoring Activities.

### **16.11 Administratively-Called Meetings**

Teachers may be required to attend administratively called meetings not to exceed three (3) hours per month beyond the work day defined in this Agreement. If the administratively called meetings include I.E.P. meetings, then affected teachers may be required to attend up to four (4) hours per month beyond the work day. Any time beyond the three (3) hours (or four (4) hours if I.E.P. meetings are included) will be compensated pursuant to the teacher's scheduled salary (not to include additive assignments and other types of added pay) calculated in whole hour increments. Administratively called meetings shall include staff meetings, department meetings, team meetings, grade level meetings, I.E.P. meetings, and any other meetings beyond the regular work day called by an administrator.

### **16.12 Reduction in Force and Recall Procedure**

- A. This procedure shall apply when the District reduces the teaching staff. The District shall have the sole right to determine the teaching position or positions to be eliminated or reduced. After the District has determined which positions shall be eliminated or reduced, the following procedure shall be used:
- B. The full or partial reduction of each teacher shall commence on the date that they complete the teaching contract for the current school year.
- C. In the event the District anticipates that a reduction will be necessary for the next contract year, the teacher so affected will be notified through the non-renewal process described in Section 16.06.
- D. The selection of teachers for positions to be reduced shall be made according to the following guidelines:
  - i. Step One - Normal attrition: Normal workforce attrition (i.e., employees resigning, retiring, in temporary employment, terminated pursuant to Section 16.07 or non-renewed pursuant to 16.06) will be relied upon to the extent possible.
  - ii. Step Two – Volunteers: In the event the teacher does volunteer, they shall be afforded all rights under this section. Volunteering is an annual decision and the employee who volunteers for reduction shall not be eligible for recall during the contract year when the reduction is made. When employment contracts are issued for the following school year,

the District will assume that the employee is returning to the FTE level the employee held prior to volunteering unless the employee agrees to volunteer in lieu of layoff the next year. Insurance coverage and seniority will continue during the time an employee volunteers at the pro-rated amount consistent with the employee's FTE status prior to volunteering. Volunteers will be treated as a District directed nonrenewal under this section of the *Handbook*.

- D. If Steps 1 and 2 are insufficient to accomplish the desired reduction in staff, teachers shall have their positions reduced by the superintendent (e.g., "economic non-renewal"), as long as the teachers retained are certified and qualified for their positions. The superintendent shall apply the following factors in the order listed:
- i. The teacher's seniority in the District.
  - ii. The teacher's total teaching experience, both within and outside the Verona Area School District.
  - iii. If two (2) or more teachers are tied at this point, the District shall determine which of those teachers shall be laid off by a random drawing, with a representative from both the District and the teachers (and their representatives, should they choose to invite them, present).
  - iv. "Seniority" for the purpose of this section shall be applied from date of hire (i.e., first contracted day) in the District. If two (2) or more teachers are tied at this point, the following tiebreakers shall be applied in the following order: Central office date stamp of receipt of signed Letter of Intent/Contract; and date of Board of education approval of contract offer.
- Part-time teachers shall accrue seniority on a pro-rated basis, provided there has been no break in service. An approved leave of absence will not constitute a break in seniority. A position reduction will not constitute a break in seniority during any recall period.
- E. "Certification" will be determined by current DPI certification in the District Office. It is the responsibility of the employees to have all of their certifications on file in the District Office.
- F. "Qualified" is defined as meeting one or more of the following criteria as it applies to the position to be taught:
- i. Has a Master's degree; or

- ii. Has previously taught in the certification area and school grade level (e.g., elementary, middle, high school), within the past eight (8) years;
- iii. Has acquired six (6) credits in the certification area within the past five (5) years prior to commencing the position to be taught; or
- iv. Has acquired National Board of Professional Teaching Standards certification; or
- v. Has completed the Wisconsin Master Educator Portfolio

#### G. Recall

Teachers whose continuing contracts are non-renewed in whole or in part under the provisions of this section shall be offered in reverse order, vacant positions which they are certified to fill for a period of fifteen (15) months following the end of the school year they are teaching when the reduction occurs. Teachers who were previously assigned to full-time teaching positions shall be recalled to full-time teaching positions provided that such teachers shall have the option of accepting any part-time teaching position that may exist without jeopardizing their recall status for any full-time position. No new or temporary (not to include substitutes) appointments shall be made by the District while there are teachers on the recall list with the seniority available who are qualified and certified to fill the vacancies. All benefits to which teachers were entitled at the time of their reduction, including accumulated sick leave, will be restored to teachers recalled under this provision upon their return to active employment and such teachers will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education. When teachers are eligible for recall, any ties in the recall process should be decided according to the tie-breaker procedure of this section.

Within twelve (12) calendar days after a teacher receives a notice of re-employment, they must advise the District, in writing, that they accept the position offered by such notice and will be able to commence employment on the date specified therein. Any notice shall be considered received when sent by registered letter, return receipt requested to the last known address of the teacher in question as shown on the District's records.

It shall be the responsibility of each teacher who has been reduced to keep the District advised of their current whereabouts. Any and all re-employment rights granted to a teacher whose position has been reduced under this section shall terminate upon such teacher's refusal to accept any full-time position for which they are certified that has been offered by the District. Failure to respond to notice of recall within the twelve (12)-day period shall be deemed a refusal.

- H. Rights to Insurance Coverage - Teachers who are laid off shall be eligible to continue to participate in eligible insurance plans at the teacher's expense to the extent permitted under the applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
- I. No teacher may be prevented from seeking and securing other employment during the period their position is reduced under this section.

### **16.13 Job Sharing**

- A. Definition  
"Job Sharing" is hereby defined as a voluntary program whereby two (2) teachers on continuing contracts share one (1) full time equivalent position. Teachers considering a job share should not expect job sharing responsibilities to be limited to strict proration of duties. The unique nature of job sharing requires both teachers to perform certain additional duties.
- B. Application
  - i. Initial Application  
  
Eligible teachers who wish to be considered for job sharing as a team are to submit a joint application to the superintendent no later than February 1<sup>st</sup> for job sharing intended to be effective for the following school year. Application forms will be provided by the District.
  - ii. Renewal  
  
Job sharing teachers who wish to continue their job sharing arrangement are to reapply every year by February 1<sup>st</sup>.
- C. Approval - Requests for job sharing must be approved by the District prior to the commencement of any program. The District retains sole discretion with respect to granting applications for job sharing.
- D. Eligibility
  - i. Only employees who have completed the probationary period will be considered for job sharing.
  - ii. Applicants must apply as a team.
  - iii. Teachers must be certified to teach the subject and/or grade levels involved in the shared job.

E. Contract

- i. All wages, insurance benefits, leave accrual, and all other benefits shall be pro-rated on the basis of the time worked as a percent of a full-time equivalent position.
- ii. Once a job sharing position has been established, the renewal of the teachers' contracts for subsequent years will be at the percent of employment established in the job shared position, except as described later in this section or except as affected by a reduction as described in Section 16.12. Job sharing teachers will be required to return to full-time status or be reduced per Section 16.12 in the event the shared position is discontinued or if one of the participants in a shared job is unable to continue in this shared assignment or is reduced per Section 16.12.
- iii. Job sharing teachers who are reduced per Section 16.12 shall retain all staff reduction rights. However, job sharing teachers waive the right to displace less senior full-time employees should the job sharer be required to return to full-time employment prior to the completion of the job-sharing assignment.
- iv. Once a shared job has been established, a full-time employee with seniority may not displace teachers in the job share position.

F. Assignments and Responsibilities

- i. Job sharing teachers shall be assigned specific job responsibilities at the time the job-sharing contract is signed. A list of job responsibilities shall be appended to the individual contract and shall include, but not be limited to the following: a description of the job to be shared and the percent of full time for which the job sharing teacher is hired as well as the provisions related to benefits; the allocation of preparation time and planning responsibilities between the job sharing teachers; grade reporting requirements; faculty meeting and parent conference responsibilities; and special assignment and extra-duty assignments, if any.
- ii. Any time necessary for the coordination of the teaching assignment responsibilities shall be performed on the job sharing teachers' own time and not on the District's. Both job sharing teachers are required to attend all parent/teacher conferences, special education meetings for individual students, faculty meetings, in-service/staff development activities, meetings scheduled for Late Start/Early Release, and other similar required staff meetings. In addition, both job-sharing teachers are required to participate in the proportional Flex Day activities consistent with the individual's percent of contract.



- iii. In the event a job sharing teacher will be absent, the teacher who will be absent is responsible for contacting their job sharing partner to give the partner the right of first refusal to substitute at the regular substitute pay rate. After discussion with the partner, the teacher who will be absent will notify the District of the absence and whether or not a substitute will be required.

#### **16.14 Mentoring Program**

- A. Program Establishment - The District has mentor positions to coach new staff and non-probationary teachers. Mentors shall be provided to all new staff in their first year of employment with the District. Based on the availability of funds, mentors may also be assigned to teachers in their second (2<sup>nd</sup>) year of District employment. Mentors may be provided to non-probationary teachers in cases of mutual agreement between the non-probationary teacher and the administration.
- B. Role - The primary role of the mentor with the teacher who is being provided with mentoring (hereinafter the “mentee”) is intended to promote the well-being and professional development of mentees by assisting and guiding the new staff to develop the capacity and confidence to make their own informed decisions, enrich their own knowledge, and sharpen their own abilities regarding teaching and learning. The parties agree that mentoring is not evaluating and that the relationship between mentor and mentee must be strictly confidential. The mentor will not be expected or required to evaluate the mentee.
- C. Selection - Mentors will be selected by the administration and must agree to serve as mentors or they will not be assigned. Mentors will typically have five (5) years of teaching experience, demonstrate a commitment to professional growth, and be recognized for professional or teaching expertise. In rare cases, consideration may be given for those with fewer than five (5) years of experience.



**PART III - STAFF WITHOUT INDIVIDUAL  
CONTRACTS UNDER §118.22, WIS. STATS.  
(HOURLY SUPPORT STAFF)**

## **SECTION 17.      COMPENSATION**

### **17.01 Wages**

See the District website under District Departments/Human Resources and Payroll/Salary Schedules for the most current salary schedule.

### **17.02 Movement on the Wage Scale**

An employee whose first date of employment with the District is before March 1<sup>st</sup> shall be advanced to the next appropriate step on the wage schedule for the following year provided funds are available for a step increase. An employee whose first date of employment is March 1<sup>st</sup> or after during the school year shall remain on the step on which the employee was placed when hired for the following year.

### **17.03 Longevity**

An employee shall receive longevity pay effective at the beginning of the employee's movement to Step 9 on the Hourly Support Staff Salary Schedule.

### **17.04 In-Service Pay**

Employees required to prepare for and conduct in-services either scheduled separately or on staff development days shall be paid a stipend based on the length and complexity of the presentation. Such payment shall be no less than one hundred dollars (\$100.00) per session and shall be distributed in a fair and equitable manner. In-services shall be in addition to an employee's regular duties and does not include occasional information sharing with fellow employees.

### **17.05 Movement Between Classifications**

- A.    Promotions – Employees moving to a higher paid classification shall be placed on the schedule according to their current step on the salary schedule.
- B.    Demotions - Employees moving to a lower paid classification within their job family shall be placed on the step on the salary schedule nearest to the employee's previous wage rate without receiving a decrease. They shall remain at that step until their years of service compel advancement to the next step. All other employees who are demoted shall be placed on the schedule according to their step on the salary schedule.
- C.    Out-of-Class Work - Employees who are assigned out-of-class work during their regular workday will not suffer a reduction in their regular pay. Employees who are assigned hours of work in addition to their normal workday will be paid the applicable hourly rate for work performed. Such assignments outside the regular workday shall be voluntary.

### **17.06 Substituting**

Employees shall be paid at their regular hourly rate for occasional substituting which is strictly voluntary on the part of the employee.

### **17.07 Recognition of Prior Service**

- A. An hourly employee who terminates their employment with the District and is rehired by the District within one (1) month of the employee's last day of work will receive recognition for all prior service to the District. The employee will receive seniority, benefits, and placement on the wage schedule equivalent to that provided at the time of termination minus any benefit paid out at time of termination.
- B. An hourly employee who terminates their employment with the District and is rehired by the District after one (1) month, but within one (1) year of terminating their employment will be placed on the same step on the salary schedule as when they left but shall lose all other accrued benefits. The employee will also be subject to the probationary period as outlined in Section 22.

### **17.08 Additional Compensation**

- A. Overtime Pay - Overtime pay shall be one and one-half (1-1/2) times an employee's regular step placement for all hours worked over forty (40) hours in a week. In determining the total number of hours in an employee's workweek for overtime purposes, the employer shall include all hours of paid leave.
- B. Compensatory Time - Upon agreement between the employee and their direct supervisor, an employee may choose to receive overtime earnings as compensatory time off, in lieu of overtime pay, at time and one-half. Compensatory time off may be taken by mutual agreement between the employer and the employee. Time over forty (40) hours per week does not include any general leave, holiday, floating holiday, vacation, or compensatory time used. Compensatory time can accumulate up to a maximum of one hundred and sixty (160) hours. All compensatory time in excess of 80 hours will be paid out annually in June. All compensatory time earned will be recorded on the employee's time record. Requests for use must receive prior approval from the employee's supervisor.
- C. Special Overtime Situations -
  - i. Commencement - set-up and take down for and assistance with graduation outside of an employee's normally scheduled days and hours shall be paid at the overtime rate.
  - ii. Snow Removal - The overtime rate shall be paid for snow removal work that occurs outside the employee's regularly scheduled hours.

- iii. Building Checks – The overtime rate will be paid for building checks after the employee has worked the required forty (40) hours per week. The District will recognize one (1) hour for this duty.
  - iv. Food Service Work Outside Scheduled Hours - Employees will be compensated at a rate of time and one half (1-1/2) the employee's base pay for any hours scheduled outside of their Notice of Assignment, regardless of the number of hours worked in week. See Section 17.08(H).
  - v. Mandated Holiday Work – Employees shall be paid at twice (2x) their regularly hourly wage, including longevity increases, but excluding compensation from extra-curricular duties and supervisory duties, for all hours worked on a District designated holiday.
  - vi. Call Back - Employees called back to work without a minimum of twenty-four (24)-hour advance notice (before the work begins) shall be guaranteed a minimum of two (2) hours of pay at the overtime rate. The employer reserves the right to require the employee to work the complete two (2) hour period. Time worked between the hours of 6:00 P.M. and 6:00 A.M. will be paid in accordance with Section 17.08 (D) Night Work Differential.
- D. Night Work Differential - Employees required to work between the hours of 6:00 p.m. and 6:00 a.m. shall receive a differential of forty-five cents (\$0.45) per hour for each hour worked during those hours.
- E. Overnight Supervision for Extended School Day Activities - An employee who volunteers to accompany students for extended school year activities outside of the Hourly Staff Extra Curricular Wage Schedule assignments shall be paid their hourly rate (or overtime) as applicable.
- F. Compensation for Supervising Students Considered "Hard to Serve" - Special Education Assistants that work with students who have been identified as "Hard to Serve" will be paid an additional two dollars and fifty cents (\$2.50) per hour in addition to the employee's regularly scheduled salary. The additional two dollars and fifty cents (\$2.50) per hour will only be paid to employees for the hours that the employee actually works with the student provided that the employee works at least one class period with the student. Criteria for 'Hard to Serve" Designation include:
- i. At least 1.0 FTE assigned specifically to the student;
  - ii. A student with an ongoing history of or currently exhibiting significant repeated physical aggression and/or sudden unprovoked attacks towards students and/or staff. These attacks typically result in physical

injury with resulting medical claims or lost work time. An isolated incident or minor injuries (bites/scratches) typically would not qualify for additional compensation; and

- iii. Multiple student disciplinary actions (not applicable if the actions are a manifestation of the student's disability).

Requests for designation should be made in writing to the Director of Student Services and provide evidence supporting the criteria identified above. If approved, the Director will notify HR and the employee(s) impacted. Prior to the start of each school year and as needed during the year, the site Special Education Supervisor will provide Human Resources and Payroll with a listing of staff assigned to work with each aforementioned student and a schedule of the hours each SEA supports the student. To be eligible to receive Hard to Serve compensation, SEAs must first complete additional training related to the student, the student's disability, and Non-Violent Crisis Intervention (NVCi).

- G. Individualized Education Program (IEP) Meetings - Employees who are requested to participate in IEP meetings that extend beyond their regular work hours but are continuous with their regular work hours shall be paid at their regular hourly wage. If there is a break between their regular work hours and a scheduled IEP meeting, employees shall remain available for work and, whether assigned work or not, will be paid for the additional waiting time and IEP meeting time at their regular rate of pay. Overtime pay shall apply as stated in Section 17.08 (A). Call Back pay shall apply as stated in Section 17.08 (vi). Compensatory time may be scheduled in agreement with the immediate supervisor in lieu of additional pay at the option of the employee.

- H. Food Service Assignments Outside of Normal Working Hours -

- i. When weekend or evening hours for Food Service employees may be required by the District, the District will post such work immediately upon notice that an event is scheduled with a minimum of ten (10) working days prior to the special event. An exception will be made for emergency situations as identified by the Superintendent.
- ii. Cross-training for the kitchen equipment in various buildings throughout the District will be done for all Cook, Head Cook and Production Manager personnel to widen the pool of qualified employees who can cover these events.
- iii. Volunteers from any building may post to work at these events. If there are more volunteers than are needed for a particular event, the District will assign the most senior employee for such work.

- iv. If there are not enough qualified volunteers to cover a scheduled event, the District may assign such work based on inverse seniority for qualified employees. Such work shall be rotated based on inverse seniority among qualified employees in the District.
  - v. Employees may be assigned a shift of a maximum of eight (8) hours.
  - vi. No events that would require the presence of food service staff will be scheduled over holiday weekends or school breaks (including fall break in October, Thanksgiving break, winter break, and spring break, but not the summer interim) except in the case of an emergency.
  - vii. Summer work will be offered on a volunteer basis. The District will not subcontract any food service work unless there are not enough volunteers from the Non-Confidential Hourly Food Service employees to cover a scheduled event.
- I. Extracurricular Assignments - A separate letter of assignment shall be issued to any employee who is offered and accepts an extracurricular assignment that requires after-school time. Said assignments are to be considered as extra and not part of the employee's regular job duties and responsibilities. Employees accepting extracurricular assignments will be compensated with a stipend.

## **SECTION 18. HOLIDAYS**

- A. All hourly employees working at least thirty-seven and one-half (37.5) hours per week are entitled to paid holidays which fall within the employee's notice of assignment. Employees will be compensated for paid holidays at their normal daily rate.
- B. The following holidays shall be paid holidays:
 

July 4*	Labor Day
Thanksgiving Day	Day after Thanksgiving*
Christmas Eve Day	Christmas Day
New Year's Eve Day	New Year's Day
Martin Luther King Jr Day*	Memorial Day
Juneteenth*	

\*for twelve (12) month employees only.
- C. Employees working less than thirty-seven and one-half (37.5) hours per week shall receive the following holidays:
 

Labor Day	Thanksgiving Day
Christmas Eve Day	Christmas Day
New Year's Eve Day	New Year's Day
Memorial Day	

- D. If a holiday falls on a Saturday or Sunday, it will be observed on the date determined by the Superintendent or designee after consultation with the employees.

Employees working less than thirty-seven and one-half (37.5) hours per week shall receive one (1) paid floating holiday to be scheduled subject to the approval of the employee's supervisor. This floating holiday time will be prorated based on the employee's date of hire.

Employees working at least thirty-seven and one-half (37.5) hours per week shall receive two (2) paid floating holidays to be scheduled subject to the approval of the employee's supervisor. This floating holiday time will be prorated based on the employee's date of hire.

Employees with "dual employment" (teacher and hourly) will have their holidays based on full time employment and based on the section of the handbook in which the employee with a dual appointment as the greatest percentage of employment. However, if the employee has a fifty percent (50%) teacher appointment and a fifty percent (50%) hourly appointment, then the employee will have the option of choosing which contract shall determine their holidays and shall inform the District of his/her selection.

## **SECTION 19. VACATIONS**

- A. Employees working at least thirty (30) hours per week for twelve (12) months shall be eligible for vacation. Employees may schedule vacation days with the employer's approval. Vacation shall be paid at the employee's normal daily rate.
- B. Vacation days shall be granted in accordance with the following schedule:

<b>At Start of Year Of Employment</b>	<b>Vacation Days Per Year</b>
0-4.9 years	10 days
5-10.9 years	15 days
11-18.9 years	20 days
19 or more	25 days

- C. Unused vacation may accumulate to a maximum of sixty (60) days. Unused vacation shall be paid to an employee upon separation from employment. Employees who leave employment prior to June 30<sup>th</sup> of any given year shall have their accrued vacation for that final year of service prorated based on the number of days that they worked in that final year. For example, an employee who received fifteen (15) days of vacation on July 1<sup>st</sup> of a school year and resigned January 1<sup>st</sup> of that school year, having worked one



hundred and thirty-five (135) of the two hundred and sixty (260) days of that school year, will receive seven point eight (7.8) days of vacation (e.g.,  $135/260 \times 15 \text{ days} = 7.8 \text{ days}$ ) for her/his final year of employment with the District.

- D. An employee with continuous service shall receive credit for those years of previous experience in a job or jobs that qualified for vacation in determining the number of vacation days which they shall be granted.
- E. During the first year of employment, vacation is prorated by the number of months a new employee works during the first year of employment. A new employee must be at work on the first working day of a month for that month to count for vacation proration. July 1 is established as the uniform date to be used effective July 1, 2000, and thereafter for vacation accrual. To convert vacation for a current employee to the July 1 date, as of July 1, 2000, a current employee shall have the number of days for which they are eligible credited retroactively from their anniversary dates.

## **SECTION 20. REQUIRED TRAINING AND EDUCATION**

- A. The Employer shall reimburse employees for all costs for required courses, conferences, or workshops. Employees shall be in pay status, including drive time from their worksite to and from the training, for required courses, workshops, or conferences. The Employer shall pay mileage for out-of-District travel to employees to attend such required educational programs.
- B. The Employer shall pay the full amount per current employee for the cost of special education, Certified Occupational Therapy Assistant (COTA) and Educational Interpreter certification, for initial and renewal certification. The Employer shall pay for the cost of an employee's continuing education including job-related courses, conferences, or in-services, provided however, that the employee shall first obtain the advance written approval of the Employer. Each COTA and Educational Interpreter will be provided up to one thousand five hundred dollars (\$1,500.00) during each five (5) years of employment to be used for COTA and Educational Interpreter continuing education and professional memberships.

## **SECTION 21. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

### **21.01 Standard Workday and Starting and Ending Times**

A standard workday is eight (8) consecutive hours, excluding lunchtime. Because of differing work schedules, an employee's starting time, lunchtime, and ending times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours and lunchtime.

### **21.02 Standard Workweek**

A standard workweek is forty (40) hours or less. The standard workweek consists of five (5) consecutive days from Monday through Friday unless the employee and their immediate supervisor agree to a different work schedule.

### **21.03 Non-Standard Work Schedules**

Employees hired with a job description that specifies a workweek that varies from a Monday through Friday workweek shall be paid at time and one-half for all assigned work performed outside their established workweek and Sections 17.07 A, B and C shall apply.

### **21.04 Lunch Break**

An unpaid, duty-free lunch break of at least thirty (30) minutes shall be included in the above-stated workday for employees working over four (4) hours per day.

### **21.05 Rest Breaks**

Employees working fewer than six (6) hours per day, but more than three (3) hours per day, shall be entitled to one (1) break of fifteen (15) minutes per day. Employees working six (6) or more hours per day shall be entitled to two (2) breaks of fifteen (15) minutes per day in addition to the thirty (30) minute unpaid lunch break. Rest breaks may be combined, and time may be used immediately preceding, following, or in lieu of the lunch break with the approval of the Employer.

### **21.06 Resignation Notice**

A resigning employee shall give the District at least fourteen (14) calendar days written notice prior to the effective date of their resignation.

## **SECTION 22. PROBATIONARY PERIOD**

### **22.01 New Hires**

All newly hired employees shall serve an initial probationary period of ninety (90) days actually worked including general leave and holidays but excluding vacation and non-paid days. During such probationary period, employees may be suspended or terminated by the Employer at-will.

### **22.02 Rights During Probation**

Probationary employees shall have all rights of employees under this Agreement except as specified above (Section 22.01). The probationary period may be extended by the employer for up to an additional ninety (90) days actually worked provided the employee receives written notice.

## **SECTION 23. NOTICE OF ASSIGNMENT**

- A. On or before the last work day of the school year, the District will issue a letter of intent to each employee who works less than twelve (12) months so that

they can expect a work assignment for the next year within the District comparable to the job that they were hired for in the previous year. The employee must sign and return her/his letter of intent to the District within two (2) weeks of the date stated on the letter of intent. At least two (2) weeks prior to the start of the school year, the employee will be given a written notice of assignment. This notice will identify the employee, the position, the length of the work year and the length of the workday. The employee will be notified of any changes in the details of her/his assignment. This provision does not apply to temporary employees.

- B. The employee will be consulted regarding any changes in the details of her/his assignment. This provision does not apply to temporary employees.

#### **SECTION 24. EARLY RELEASE/LATE START**

- A. Employees will be paid for hours worked during the regular business day including those hours of Early Release and/or Late Start days, which are included in the employee's Notice of Assignment. Employees will be present and ready for work, and the employee's immediate supervisor shall assign work for the employee during said days. No general leave may be used during Early Release or Late Start times unless the District is presented with a pre-approved absence form or medical excuse from a licensed medical care provider.
- B. Once training and building/District needs have been met, the supervisor and the employee may develop mutually agreed upon work schedule options for the remainder late start/early release days (i.e., flex scheduling and/or unpaid time).

#### **SECTION 25. ELEMENTARY AND SECONDARY EDUCATION ACT (ESSA)**

- A. All paraprofessionals hired prior to January 1, 2006, with instructional support duties will be deemed "highly qualified" for the purposes of the Federal Elementary and Secondary Act [USC 6319 (c)] if:
  - i. they meet the requirements of the performance option by attending staff development sessions during early release or late start times and
  - ii. meet with their supervisor to review their portfolio and to provide documentation of relevant training.

Supervisors shall meet with all paraprofessionals hired prior to January of 2006. At this meeting with their supervisor, employees will be issued a certificate guaranteeing their highly qualified status which meets the requirements of 20 USC 6319 (c).

- B. Paraprofessionals hired after January 1, 2006, may also be deemed highly qualified if they have:
- i. completed at least two (2) years of study at an accredited institution of higher education that is equivalent to at least forty-eight (48) semester hours or
  - ii. obtained an associate's (or higher) degree
- Or
- iii. successfully completed two of the three requirements which include job related testing, an interview and demonstrated performance through observation or documentation.

If a paraprofessional has been determined by another school District or by the Wisconsin Department of Public Instruction as meeting the requirements of 20 USC 6319 (c), then they shall be considered by the Verona Area School District as meeting the requirements of 20 USC 6319 (c).

## **SECTION 26. PART-TIME EMPLOYEES ELIGIBILITY FOR ADDITIONAL HOURS, SENIORITY, HOLIDAYS AND GENERAL LEAVE**

- A. Part-time employees may be offered any additional hours of temporary work not to exceed eight (8) hours per day before casual employees are hired.
- B. Temporary hours worked will count toward seniority and general leave if the temporary period is at least three (3) months. Seniority and general leave accruals shall be applied retroactively to the start date of the temporary period. Holidays will be paid retroactively as a floating holiday to be used at the employee's discretion.
- C. A temporary basis is defined as follows: Hours worked to replace another employee out sick or on vacation; and/or hours worked to fill a temporary vacancy due to resignation, retirement, or leave of absence of another employee.
- D. Temporary work will not result in a new notice of Assignment.

## **SECTION 27. EMPLOYEE IMPROVEMENT, EVALUATION, DISCIPLINE AND DISCHARGE**

### **27.01 Purpose**

The primary purpose of the improvement and evaluation program is to enhance the quality of service and to mutually recognize and build on employee strengths, growth needs, and improvement goals and strategies.

### **27.02 Evaluation Procedure**

The District will orient all new employees regarding evaluation procedures at the time of hire.

- A. All non-probationary employees will be evaluated in writing by their supervisor(s) a minimum of one (1) time during their first six (6) months of work or the equivalent of one (1) semester.
- B. Employees will be evaluated in writing at least once every three (3) years by their supervisor(s) or the supervisors' designee(s). An employee may request additional evaluations. Further, a supervisor who has performance concerns about an employee can conduct additional evaluations at any time.
- C. Employees shall be given a copy of their evaluation reports prepared by their supervisor(s) and shall have the right to discuss the report(s) with their supervisor(s).
- D. The employee has the right to answer any evaluation report and to have their answer attached to the file.

### **27.03 Performance Improvement**

In the event an employee's performance is identified as unsatisfactory the supervisor (note that the supervisor shall not be a teacher or an hourly employee) will take the following steps to address performance concerns:

- A. Minor issues will be addressed verbally in a face to face meeting between the employee and supervisor.
- B. Major issues or persistent minor issues will be addressed in writing and discussed, in a face to face meeting. Components of the written document will include:
  - i. description of performance deficiencies, desired expectations, and criteria of evaluation;

- ii. recommendations on how to achieve the desired expectations;
  - iii. a reasonable timetable for compliance;
  - iv. a schedule of meeting(s) for review of the plan.
- C. Whenever an employee is requested to meet with a supervisor, the employee shall at all times be entitled to have a representative of his/her choice present for any hearing, conference, or a meeting regarding the employee's performance.

## **27.04 Discipline and Discharge**

- A. Non-probationary employees shall not be discharged, suspended, formally reprimanded, reduced in rate of pay, or otherwise disciplined without good and sufficient reason except as noted in 3C below. "Good and sufficient reason" is defined specifically and as the following:
- i. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and
  - ii. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.
- B. The District shall generally follow a system of progressive discipline unless the alleged problem is so serious as to require immediate disciplinary action or dismissal. When an employee's conduct results in a good and sufficient reason for disciplinary action, the following progressive discipline process will be followed:
- i. An initial oral reprimand will be given to the employee. The supervisor must make it clear to the employee that an oral reprimand is being issued. A memorandum confirming that an oral reprimand has been given will be provided to the employee and copied to the employee's personnel file. If issues continue to present themselves, additional disciplinary steps may include a written reprimand(s), suspension(s), and/or dismissal.
  - ii. The employee will be notified of the need for disciplinary action within ten (10) working days of the supervisor becoming aware of the situation.
  - iii. The employee shall be assured that their alleged delinquencies are reasonably related to the orderly, efficient, and safe operation of the school system.

- iv. The employee shall have the right to expect that the action taken be reasonably related to the seriousness of the offense.
  - v. The employer shall apply its rules, orders, and penalties consistently and without discrimination.
  - vi. The employee shall have the right to appeal any action through the grievance procedure.
  - vii. The employer will conduct a fair, objective, timely and thorough investigation of the allegations.
- C. A non-probationary employee who has been identified as “Unsatisfactory” as part of a Performance Improvement Plan for at least two (2) consecutive semesters may be terminated for reasons that are not arbitrary and capricious.
- D. An employee may elect to have a representative present whenever requested to meet with the administration for the purpose of being disciplined. An employee may request that a designated representative receive a copy of any written disciplinary/discharge information given to the employee.

## **SECTION 28. SENIORITY**

### **28.01 Seniority**

- A. Accrual - Seniority shall accrue from an employee’s latest date of employment within a bargaining unit position based upon full-time equivalency and shall be continuous thereafter. No differences shall be made between a school year appointment and a twelve (12) month appointment.
- B. Break in Seniority - An employee will lose seniority when the employee:
- i. Quits,
  - ii. Is discharged or terminated for just cause,
  - iii. Is absent from work for five (5) consecutive working days without notification to and approval by the Board, unless the employee is unable to notify for physical or other reasons,
  - iv. Fails to report to work able to fulfill all assigned responsibilities assumed at the time of layoff. No employee shall be required to report to work earlier than fifteen (15) days from the date of notice of recall,

- v. Fails to report to work able to fulfill all assigned responsibilities within five (5) days after the termination of a leave of absence,
- vi. Is on leave of absence for personal or health reasons and accepts other employment without permission,
- vii. Is retired,
- viii. Is on layoff for more than fifteen (15) months or,
- ix. Takes a position outside the bargaining unit and fails to return to District employment within twelve (12) months. If the employee returns to District employment within fifteen (15) months, they shall not accrue seniority for the period of employment outside the District but will not lose previously accrued seniority.

Note: Employees who are hired into temporary positions that end at the completion of the school year and are subsequently rehired by the District by September 1<sup>st</sup> of that same calendar year will be viewed as not having a break in service.

- C. Seniority List - The District will annually produce a seniority list and make it available to employees upon request. If an employee sees an error, they are encouraged to bring it to the attention of the District.
- D. District Employment Outside the Bargaining Unit - An employee will not accrue seniority while employed by the District in a position outside of the bargaining unit but will not lose previously accrued seniority.
- E. Transfers and reassignments shall not interrupt or reduce an employee's seniority in the District.

## **SECTION 29. EMPLOYEE MOVEMENTS (VACANCIES, TRANSFERS, AND REASSIGNMENTS)**

### **29.01 Vacancies**

- A. A vacancy shall be any hourly position of three (3) or more hours per day or fifteen (15) or more hours per week or the addition of three (3) or more hours per day to an existing position.
- B. No vacancy will be deemed to exist until the following has occurred in the order listed:

1st - Transfers, if any, will be implemented,



2nd - Employees on layoff will be recalled to jobs for which they are qualified,

3rd - Vacancies will be posted and filled according to Section 29.02 and 29.E.

- C. Notice of vacancies will be posted online and through the District's email. Notices of vacancies shall be posted a minimum of five (5) working days before a position is filled and may be posted concurrent with outside recruitment. Notices of vacancies shall contain the date of posting, a description of the vacant position, the location of the vacancy, requirements of the position, and the name of the person to whom the application is to be returned and the date by which the application must be submitted.
- D. Outside Recruitment - Nothing herein shall preclude the District from filling a vacancy with an applicant from outside the bargaining unit. Employees who apply may be interviewed.
- E. The most qualified applicant shall be selected for the position. If two or more applicants are equally qualified, the District employees will be given preference. If two or more District employees are equally qualified, the employee with the greatest seniority will be given preference.

## **29.02 Transfers**

- A. Employees who desire a transfer must return their applications by the date specified on the job posting. All qualified bargaining unit members who apply in a timely fashion may be granted an interview.
- B. When making transfers, the Administration shall take into consideration the best interest of the District and the following criteria:
  - i. Training of the employee,
  - ii. Experience of the employee,
  - iii. Seniority of the employee,
  - iv. Performance of the employee and,
  - v. Preference of the employee.
- C. If it is determined that two District employees are equally qualified, the employee with the greatest seniority will be given preference.

### **29.03 Reassignments**

- A. The district reserves the right to reassign staff based on the needs of the district and qualifications of the employee. No employee shall be involuntarily transferred without a conference with a supervisor who will explain the reasons therefore.
- B. Special Education Reassignment and Transfer - A Paraprofessional who is assigned to work with a special needs student who moves to another building in the District may choose among the following options: 1) with the approval of the Director of Pupil Services, move with a student with whom they are working one-to-one; or 2) be reassigned or transferred to other available work for which the employee is qualified.
- C. Multiple Transfers - When multiple transfers and/or reassignments are to be made in the District due to opening of new buildings or reorganization, the following process will be used:
  - i. Volunteers for the transfers and/or reassignments will first be sought District-wide. The District retains the right to limit the number of volunteers accepted from a specific school or program in order to provide for the needs of the District. If there are more volunteers than needed, volunteers will first be accepted from the school(s) or program(s) represented by the students to be moved or reorganized. If there are still more volunteers than needed, a random drawing will be held from the pool of volunteers from the school(s) or program(s) represented by the children being moved or reorganized.
  - ii. The remaining positions will be filled through inverse District-wide seniority among support staff within job family.
  - iii. Transfers and reassignments shall not interrupt or reduce an employee's seniority in the District.

## **SECTION 30. LAYOFF AND RECALL PROCEDURE**

### **30.01 Procedure**

This procedure shall apply when the Board reduces staff or hours. The Board shall have the sole right to determine which position(s) shall be eliminated or reduced. If layoffs are necessary, full layoffs may be considered where educationally and/or economically possible prior to any partial layoffs. Reduction in hours covered by this section (partial layoff) are those that result in loss of benefit or results in a twenty percent (20%) reduction in hours worked.

### **30.02 Notice of Layoff**

If the Board anticipates layoff(s), employee(s) so affected will be notified in writing at least thirty (30) calendar days in advance of the effective day of layoff. If possible, employees will be notified of possible layoff prior to May 15<sup>th</sup>. The layoff letter will inform the employee of their responsibility to keep the District informed in writing of any address changes and will refer the employee to the layoff provisions in the District *Employee Handbook*.

### **30.03 Selection for Layoff**

The selection of employees to be laid off shall be made according to the following guidelines:

- A. Normal workforce attrition (i.e., employees resigning, retiring, in temporary employment, or terminated pursuant to Section 23) will be relied upon to the extent possible.
- B. Volunteers will be considered next. Requests for volunteers will be sent to all unit employees. In the event the employee does volunteer, they shall be afforded all rights under this section.
- C. If Steps A and B are insufficient to accomplish the desired reduction in staff, employees shall be laid off by the superintendent. The superintendent shall apply the following factors:
  - i. The employee's job category. See D. below for job categories.
  - ii. The employee's seniority in the District. Seniority is defined in Section 24 of this handbook.
- D. Job categories are as follows:
  - i. Food Service
    - a. Food Service Assistant
    - b. Cook
    - c. Head Cook
    - d. Production Manager
  - ii. Custodial/Maintenance
    - a. Custodian 1
    - b. District Delivery Driver
    - c. Custodian 2
    - d. Groundskeeper
    - e. Custodian 3
    - f. Custodian 4
    - g. Maintenance

- iii. Education Assistants/Technical
    - a. Education Assistant
    - b. Education Assistant - LMC
    - c. Educational Assistant - Health
    - d. Education Assistant - Special Education
    - e. Educational Technology Assistant - LMC
    - f. Education Technology Support Technician
    - g. Vocational Coordinator
  - iv. Secretarial/Clerical
    - a. Copy Center Clerk
    - b. Secretary
    - c. Secretary – Food Service
  - vi. Resource Specialists
    - a. Swimming Instructor
    - b. Certified Occupational Therapist Assistant
    - c. Educational Interpreter
    - d. Bilingual Specialists
    - e. Educational Assistant – Bilingual
    - f. Educational Assistant – Special Ed, Bilingual
    - g. Secretary - Bilingual
- E. “Seniority,” as defined in Section 24 of this handbook, for the purpose of this section, shall be applied District-wide within a given job category and shall be applied in inverse order of the date of employment. This language shall apply in instances of both full and partial layoffs. If two (2) or more employees have identical seniority, the employee(s) to be laid off shall be selected by lottery.
- F. Employees slated for layoff will be given the opportunity to voluntarily transfer to a vacant position for which they are judged to be the most qualified applicant in order to avoid a layoff (See Section 24.B).
- G. If no vacancies exist, or if the employee were not judged the most qualified, or if the employee did not wish to transfer to an available vacancy with fewer hours than their current notice of assignment, the employee would displace the least senior person in the applicable job title in the District based on the employee’s District-wide seniority.
- H. From time to time there are special education students who need one-on-one assistance by specified individuals within the classification of special education assistant. These positions will be exempt from displacement on the basis of seniority as described in letter G above. The exemption shall expire when the need for creating the exemption no longer exists.

### **30.04 Appeal of Layoff Decision**

The decision by the Board that employee layoff(s) is (are) necessary is not grievable.

### **30.05 Benefit Eligibility During Layoff**

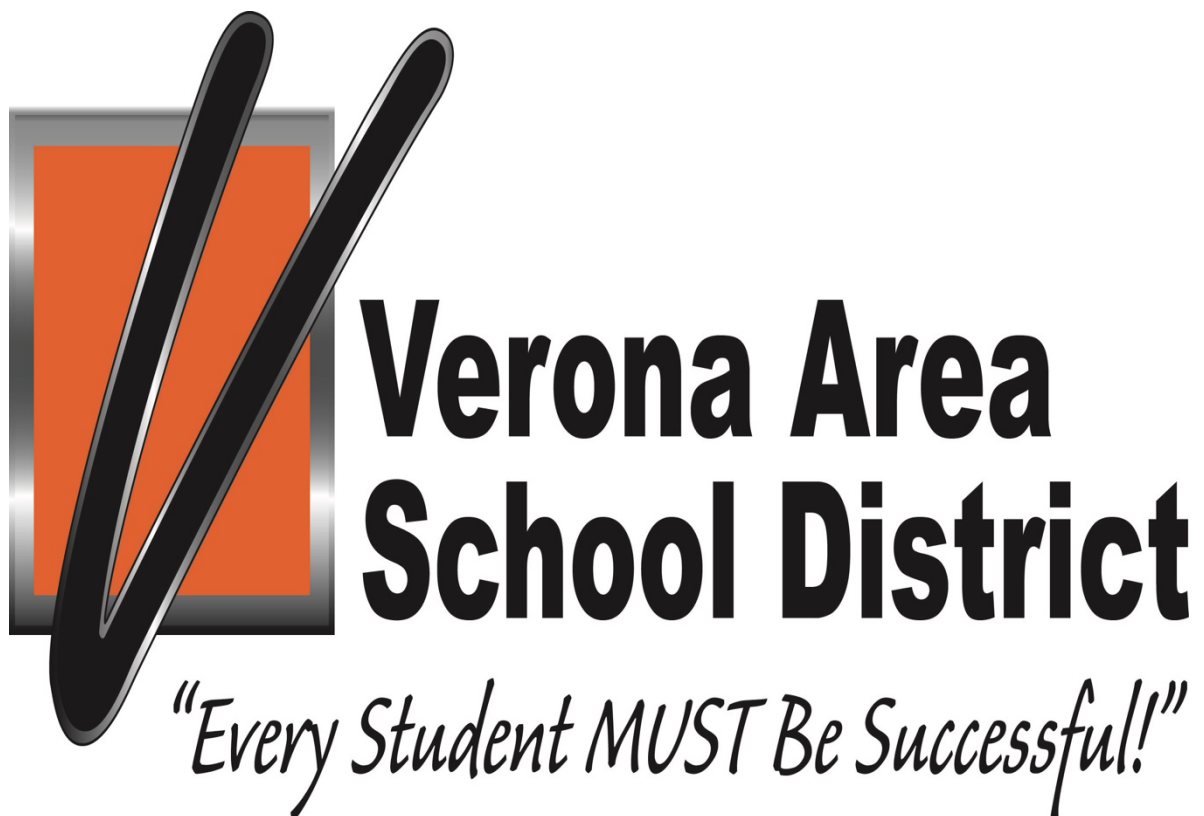
- A. Full Layoff - Employees who are laid off shall be eligible to continue any medical insurance, dental insurance, life insurance policy, and/or disability insurance policy then in effect, at their own expense in accordance with COBRA law.
- B. Reduction in Hours - Benefits will conform to the levels provided to the reduced assignment. Employees who are partially laid off shall not lose any previously accrued benefits.

### **30.06 Recall**

- A. Employees who are laid off shall be offered, in inverse order of layoff, vacant positions in the family of job categories for which they are qualified, or for which they can be qualified, for a period of twelve (12) months following layoff. Employees in the Job Family #vi, Resource Specialist, shall only be eligible for recall within their category (i.e., job title). Employees who were previously assigned to full-time positions shall have the option of accepting any part-time position that may exist without jeopardizing their recall status for any full-time position. Employees recalled to a lower paid classification will be placed according to Section 17.05.
- B. No new or temporary (not to include substitutes) appointments shall be made by the Board while there are laid-off employees with the seniority available who are qualified to fill the vacancies. All benefits to which employees were entitled at the time of their layoffs, including accumulated general leave, will be restored to employees recalled under this provision upon their return to active employment. Employees will be placed on the salary schedule for the employee's current positions at the step immediately following the step they were on at the time of layoff.
- C. Employees who are partially laid off shall not lose any previously accrued benefits.
- D. Within twelve (12) calendar days after an employee receives written notice of re-employment, they must notify the Director of Human Resources, in writing, that they accept the position offered by such notice and will be able to commence employment on the date specified therein. Any notice shall be considered received when sent by certified letter with a return receipt requested to the last known address of the employee being recalled as shown on the District's records.

- E. It shall be the responsibility of each employee on layoff to notify the Director of Human Resources, in writing, of their current whereabouts, including a current mailing address. Any and all re-employment rights granted to an employee on layoff shall terminate upon such employee's refusal to accept any position for which they are qualified that has been offered by the Board with the exception(s) noted in (Section 24.C.5.A) above. Failure to respond to notice of recall within the twelve (12) calendar day period shall be deemed a refusal.
- F. No employee may be prevented from seeking and securing other employment during the period they are laid off under this section.
- G. Employees who are recalled into a position other than the position from which laid off will serve a thirty (30) workday orientation period in the new position. The employee will be given assistance in the new position and will be reviewed at approximately fifteen (15) work days and prior to the thirtieth (30<sup>th</sup>) workday in the position. If during such orientation period the employee fails to demonstrate that they can perform in the new position, they will be placed onto or returned to layoff status.
- H. When a vacancy occurs while any employee(s) is (are) on layoff status, the District will send a letter to offer to recall the most senior qualified employee on layoff to that vacancy. This letter will be sent by certified mail.
- I. A part-time employee may accept a position that is not comparable in hours to the position from which they were laid off without losing his/her recall rights to a position with comparable hours. Employees recalled to a lower paid classification will be placed according to Section 17.05.
  - i. The definition of "comparable" shall be as defined per Wisconsin Unemployment Compensation insurance guidelines. Specifically, work is considered reasonably similar if:
    - a. The work is of similar capacity (e.g., an individual who worked in a professional capacity will be working as a professional,
    - b. The gross weekly wage is more than eighty percent (80%) of the weekly wage earned in the prior academic year or term,
    - c. The number of hours the individual will be working is more than eighty percent (80%) of the average number of hours worked in the prior academic year or term,
    - d. The work involves substantially the same skill level and knowledge as the work performed in the prior academic year or term, and

- e. In addition, for customary vacation periods and holiday recesses, the individual will have reasonable assurance of performing similar work in the period immediately following the vacation period or holiday recess in accordance with school District calendar.



**PART IV – EXTRA CURRICULAR, COACHING AND  
SPECIAL ASSIGNMENTS**



## **SECTION 31. EXTRA-CURRICULAR, COACHING AND SPECIAL ASSIGNMENTS**

### **31.01 Letter of Assignment**

- A. Employees shall assume responsibility for the supervision of the extra-curricular activities that are included in their letters of assignment. The Letter of Assignment shall include the title of the assignment and the total amount to be paid for the assignment.
- 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 (on either a paid or a volunteer basis).
- C. The stipend or hourly wage 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.

### **31.02 Vacancies**

- A. Vacant athletic coaching positions must be posted internally for at least five (5) calendar days and may be posted externally concurrent with the internal posting. Employees must file a letter of interest with the Athletic Director to be considered for the position. Applicants may be interviewed.
- B. All other positions contained herein may be filled by the overseeing administrator/supervisor at their discretion.

### **31.03 Payments**

- A. Payments for extra-curricular activities shall be made in accordance with District payroll procedures. See Part 1, Section 6.
- B. See the District Internet under District Departments, Human Resources and Payroll, Salary Schedules, for the current Extra Curricular, Coaching and Special Assignment Salary Schedule.

### **31.04 Work Schedule**

- A. Extra-curricular, coaching, and special assignments may be of interest to an employee whose regular position is not in this capacity (e.g., teacher, hourly support staff, etc.) Prior to accepting an extra-curricular, coaching, or special assignment, the employee shall consult with the supervisor of his/her regular assignment to review any potential time conflicts.

- C. In the event of a time conflict between the obligations of both positions, the supervisor of the regular position, supervisor of the extra-curricular, coaching, or special assignment position and employee shall meet and discuss potential solutions with a goal of finding consensus on how to best proceed. Potential solutions include, but are not limited to:
- i. be relieved from the time and work assignments of their regular assignment,
  - ii. be relieved of the work time of their regular assignment but be expected to make up/complete all assigned work,
  - iii. work a flexible schedule to make up time lost during his/her regular workday,
  - iv. be required to re-schedule the extra-curricular activity (if appropriate),
  - v. complete some other reasonable action that the supervisor of the regular position deems necessary,
  - vi. be not eligible for hire in the extra-curricular, coaching, or special assignment, or
  - vii. some combination of items 1-5 above or other agreed upon solutions.
- C. In the absence of consensus, the supervisor of the regular position shall determine the conditions under which an employee may participate in an extra-curricular, coaching, or special assignment position. The employee shall have the right to appeal pursuant to the [VASD Board Policy 525, General Employee Concerns](#).

### **31.05 Educational Leadership Levels**

Educational leadership special assignments shall be paid based on the following hours of work:

Level	Hours Assigned
A	100
B	80
C	50
D	25

### **31.06 Evaluation**

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 his/or reasonable discretion, deems appropriate.

### **31.07 Volunteers**

Upon approval from the head coach/advisor and the athletic director or principal, an individual in an extra-curricular assignment may permit one or more volunteer coach/advisors to assist. 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 and athletic policies and procedures and other District policies as applicable,
- F. They accept direct and indirect supervision of the head coach and,
- G. They may be removed from volunteering at any time with or without cause.

# APPENDIX A: Fair Labor Standards Act (FSLA)

## EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### FEDERAL MINIMUM WAGE

**\$7.25** PER HOUR

BEGINNING JULY 24, 2009

- OVERTIME PAY** At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.
- CHILD LABOR** An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor.
- Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:
- No more than*
- 3 hours on a school day or 18 hours in a school week;
  - 8 hours on a non-school day or 40 hours in a non-school week.
- Also, work may not begin before 7 a.m. or end after 7 p.m., except from June 1 through Labor Day, when evening hours are extended to 9 p.m. Different rules apply in agricultural employment.
- TIP CREDIT** Employers of “tipped employees” must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.
- ENFORCEMENT** The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.
- Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act’s child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.
- ADDITIONAL INFORMATION**
- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
  - Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
  - Some state laws provide greater employee protections; employers must comply with both.
  - The law requires employers to display this poster where employees can readily see it.
  - Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
  - Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



For additional information:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**WWW.WAGEHOUR.DOL.GOV**



U.S. Department of Labor | Wage and Hour Division

WHD Publication 1088 (Revised July 2009)

# APPENDIX B: Family and Medical Leave Act (FMLA)

## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division



WHD Publication 1420 Revised January 2009

# **APPENDIX C:**

## **Important Federal and State Law Websites**

### **Employee Protections Against Use of Honesty Testing Devices**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_10861\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_10861_p.pdf)

### **Employee Rights and Responsibilities**

#### **Under the Family and Medical Leave Act**

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

### **Employee Rights Under the Fair Labor Standards Act**

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

### **Employee Rights under Wisconsin's Business Closing/Mass Layoff Notification Law**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9006\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_p.pdf)

Spanish [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9006\\_s\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_s_p.pdf)

### **Federal Fair Labor Standards Act**

<http://www.dol.gov/whd/regs/compliance/posters/wh1385State.pdf>

### **Hazardous Chemicals in the Workplace?**

English <http://commerce.wi.gov/sb/docs/SB-PubSectSafHazardousPoster6894.pdf>

### **Hours and Times of Day Minors May Work in Wisconsin**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9212\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_p.pdf)

Spanish [https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9212\\_s\\_p.pdf](https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_s_p.pdf)

### **Notice to Employees About Applying for Wisconsin Unemployment Benefits**

English <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7e.pdf>

Spanish <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7s.pdf>

Hmong <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7h.pdf>

### **Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9116\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9116_p.pdf)

### **Notification Required When Employers Decide to Cease Providing a Health Care Benefit Plan**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_11054\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11054_p.pdf)

### **Occupational Injuries and Illnesses Summary**

English

[http://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=11301](http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=11301)

### **OSHA Job Safety and Health**

English <http://www.osha.gov/Publications/osh3165.pdf>

Spanish <http://www.osha.gov/Publications/osh3167.pdf>



**Public Employee Safety and Health**

English <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

**Retaliation Protection for Health Care Workers**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_12210\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_12210_p.pdf)

**U.S. DEPARTMENT OF LABOR WORKPLACE POSTER REQUIREMENTS FOR SMALL BUSINESSES AND OTHER EMPLOYERS**

<http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>

**Your Rights Under USERRA: The Uniformed Services Employment and Reemployment Act**

([complete information from Dept. of Labor](#))

English [http://www.dol.gov/vets/programs/userra/USERRA\\_Private.pdf#Non-Federal](http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf#Non-Federal)

**Your Rights Under USERRA****The Uniformed Services Employment and Reemployment Rights Act**

English [http://www.dol.gov/vets/programs/userra/userra\\_private.pdf](http://www.dol.gov/vets/programs/userra/userra_private.pdf)

**Wisconsin Fair Employment Law**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_4531\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_p.pdf)

Spanish [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_4531\\_s\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_s_p.pdf)

**Wisconsin Family and Medical Leave Act**

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

Spanish [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_7983\\_s\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_s_p.pdf)

**Wisconsin Minimum Wage Rates**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9247\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_p.pdf)

Spanish [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9247\\_s\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_s_p.pdf)

## **APPENDIX D:**

### **Impartial Hearing Officer Selection Procedure**

Verona Area School District

Originally approved by the Board September 19, 2011

Revised Below for first reading on March 10, 2012, for second reading on April 2, 2012 and for a third reading on June 27, 2022.

In the event an employee grievance related to employee discipline, termination, or workplace safety proceeds to a hearing before an Impartial Hearing Officer (IHO), the Superintendent or designee shall identify impartial hearing officer consistent with the following minimum requirements:

1. The IHO shall be 1) a current or former school administrator, provided the person demonstrates to the satisfaction of the Superintendent sufficient familiarity with the procedures for conducting a fair and impartial hearing; or 2) such other individuals deemed qualified by the School Board provided that the Board, upon recommendation by the Superintendent, affirmatively approves such individual's alternative qualifications prior to the person serving as a hearing officer. No more than five (5) IHO's shall be used at any one time, with the following WERC arbitrators included: Peter Davis, Dan Nielsen and Sue Baumann.
2. The IHO shall not represent the District in any other capacity.
3. The hearing officer shall not be an employee of the District.
4. Due to their background and experience, IHO's may be identified based on their suitability to hear grievances over particular issues. For example, an individual may be deemed well-qualified to hear a grievance over a "workplace safety" issue, or perhaps well-suited for grievances other than a grievance over a workplace safety issue.
5. The IHO assigned to any pending grievance must be available to hear the case and render a decision in a timely manner. No more than five (5) IHO's may be in the pool at any one time. The employee and District shall each have the ability to strike one name from the IHO pool. The selected IHO will be randomly drawn from a hat from the remaining IHOs, with the employee drawing the name in the presence of the District.



## **APPENDIX E:**

### **Emergency Sick Leave Bank Procedures – Certified Staff**

A Certified Staff Sick Leave Bank (CSSLB) has been created under the following terms:

#### **A. Donation Process**

1. Any salaried staff member whose position requires DPI certification is considered a “teacher” for purposes of the CSSLB. Any teacher may choose to donate upon request from Human Resources. The bank shall have a maximum of 500 full-time days (e.g., 7.5 hours per day x 500 days = 3,750 hours maximum).
- 2 Up to one (1) day of general leave may be donated each time a donation request is announced to staff. Teachers who elect to donate must provide written authorization. The leave will be taken from the employee’s personal leave allotment and placed in the CSSLB in the school year the donation request is authorized.
3. Teachers whose contract assignment is less than full time and elect to donate will have their donation pro-rated based on their contract FTE.
4. If there are more teachers offering to donate a day than days needed to reach the CSSLB maximum, the donation will be taken on an equal, pro-rated basis from each teacher. For example, if 100 teachers offer to donate a day and only 50 days are needed, each teacher will have  $\frac{1}{2}$  day of general leave deducted. Part time teachers would first have their FTE pro-ratio calculated, then the overall pro-ratio applied.
5. Teachers who are new to the District are exempt from this requirement until such time that a new donation request for CSSLB days is made.
6. Teacher donations to the CSSLB bank are irrevocable once authorized for donation and may not be withdrawn from the CSSLB except through an approved, qualifying request process.

#### **B. Eligibility Criteria**

1. Days must be available in the CSSLB.
2. Union membership/non-membership shall not be used as an eligibility criterion.
3. A teacher must:

- a. have contributed to the CCSLB during the last time a donation request was announced to staff (except new teachers as noted above).
  - b. have exhausted his/her individual general leave and personal day allotment or will have exhausted them by the time they begin using CCSLB days.
  - c. be experiencing a hardship situation involving a serious medical condition of the employee, their spouse, dependents, and/or any other individual with whom the employee may be living.
  - d. agree that they shall not be eligible to receive more than a total of one hundred (100) days during the teacher's employment in the district.
  - e. agree that any CCSLB days allocated to the teacher but not used for a qualifying condition will be returned to the CCSLB.
4. Teachers (or someone authorized to act on behalf of the teacher) will complete a CCSLB Application Form and submit it to the Chair of the CCSLB Review Committee.

#### C. Review and Approval Process

- 1. The CCSLB Review Committee shall be comprised of the following
  - A. The duly elected Verona Area Education Association Grievance Chair shall serve as the Chair of the CCSLB.
  - B. The Chair shall appoint at least two other teachers to serve on the CCSLB Committee.
- 2. The Committee may waive the 100 day lifetime maximum at its discretion for hardship situations.
- 3. If the Committee denies a request, an appeal to the Director of Human Resources may be made. The decision of the Director may be appealed to the Superintendent of Schools.

#### D. Other

- 1. If a teacher has a workplace injury and is receiving Worker's Compensation payments (typically paid at 90% of salary), the teacher may request and receive up to 100 days at 10% of their FTE level.

2. If a teacher receives days from the CCSLB and does not use all granted days, the days must be returned to the CCSLB.
3. A retiring teacher may elect to donate up to 10 of their accumulated general leave days in their year of retirement. This donation is not subject to the 500 day CCSLB maximum limit.
4. Unallocated days in the CCSLB at the end of the school year will be carried over and accumulated to the next year.

## **APPENDIX F:**

### **Emergency Sick Leave Bank Procedures – Hourly Staff**

An Hourly Staff Sick Leave Bank (HSSLB) has been created under the following terms:

- A. **Eligibility** - All Employees (full-time and part-time) identified as Hourly Support Staff in the VASD Employee Handbook must have hours credited to the Hourly Support Staff Sick Leave Bank (HSSLB) at the most recent donation opportunity (i.e., May 1 of the previous year - see deposit requirement of Section C below) to be eligible to make an HSSLB withdrawal request. This eligibility requirement may be waived by the HSSLB Committee if fifty percent (50) of the general leave utilized by the employee in the year of the donation request was used for illness of self or family member, maternity/paternity/adoption, dental or medical appointment(s), funeral of relative/friend and bereavement for death. New employees are exempt from this requirement until such time that a new donation request for HSSLB days is generated by Human Resources. Union membership/non-membership is not used as an eligibility criterion.
- B. **Administration** - The HSSLB Committee shall be comprised of a Chair and at least two other hourly support staff. The duly elected Verona Education Support Personnel Association Representative shall serve as the chair of the HSSLB. The Chair shall appoint at least two other hourly support personnel to serve on the committee. The HSSLB Committee will not discriminate on the basis of race, color, creed, religion, sex or sexual orientation, age, national origin, ancestry, disability, marital status, political affiliation, genetic information, citizenship status, military service, arrest or conviction record, or any other basis defined by state and federal laws and regulations.
- C. **Deposits** – The sick leave bank maximum is 500 days. In the event the bank has fewer than that number of days as of January 1<sup>st</sup>, a HSSLB donation form will be sent by Human Resources to Hourly Support Staff Employees in the spring of the year (with a goal of May 1<sup>st</sup>). Returning this form to Human Resources indicates an employee voluntarily contributes up to one (1) general leave day to the HSSLB. One (1) general leave day equals the number of daily hours worked as per the employee's District Notice of Assignment for that year (e.g., 8 hours for a 1.0 FTE/12 month employee or 7.5 hours for a 1.0 FTE/10 month employee). The donated day is deducted from the employee's accumulated general leave account in the school year the donation request is authorized.

If there are more employees offering to donate a day than days needed to reach the HSSLB maximum, the donation will be taken on an equal, pro-rated basis from each employee. For example, if 100 employees offer to donate a day and only 50 days are needed, each employee will have ½ day of general leave deducted. Part time

employees would first have their FTE pro-ration calculated, then the overall pro-ration applied. Newer employees (service years 1 through 4) who have their general leave allocation prorated may donate from their “banked” days. Unallocated days in the HSSLB at the end of the school year will be carried over and accumulated to the next year. In the unlikely event the bank runs out of days during the school year, an additional request for donations in a school year may be generated by Human Resources.

- D. Withdrawal – The HSSLB is intended to provide additional paid time off for personal or immediate family emergency situations when Hourly Support Staff have exhausted all available paid time off including general leave and vacation. General Leave time may only be used for reasons designated in the Employee Handbook. Available paid time off does not include “banked” days for newer employees, who cannot access those days until the fifth service year. If an employee has a workplace injury and is receiving Worker’s Compensation payments (typically paid at  $\frac{2}{3}$  of salary), the employee may request and receive up to 100 days at  $\frac{1}{3}$  of the daily hours worked. Withdrawals are granted at the discretion of the Committee and may require a historical summary of general leave usage, and verifiable documentation from a licensed health-care professional for medical situations. All information submitted will be kept confidential by the Committee. Requests must be written using the HSSLB Application Form and submitted to HR. If eligible for withdrawal, Human Resources will forward requests to the committee for review. Applicants may not receive more than the maximum lifetime total of one hundred (100) HSSLB days. The committee may waive the 100 day lifetime maximum at its discretion for hardship situations. The Committee will meet within a timely manner of receipt of the application and render a decision. Any granted HSSLB days that remain unused, must be returned to the HSSLB.
- E. Appeal - If a request is denied by the HSSLB committee, an appeal to the Director of Human Resources may be made. The decision of the Director may be appealed to the Superintendent of Schools, whose decision shall be final.

## Appendix G:

### **Confidential, Technical and Supervisory Staff Sick Leave Bank Procedures**

A Confidential, Technical, and Supervisory Staff Sick Leave Bank (CTSSSLB) has been created under the following terms:

- A. Eligibility - All Confidential, Technical, and Supervisory Staff (full-time and part-time) must have hours credited to the Confidential, Technical, and Supervisory Staff Sick Leave Bank (CTSSSLB) at the most recent donation opportunity (i.e., May 1 of the previous year - see deposit requirement of Section C below) to be eligible to make a CTSSSLB withdrawal request.
- B. Administration - The administration of the leave bank shall be performed by three (3) individuals voted on by members yearly. The CTSSSLB Committee will not discriminate on the basis of race, color, creed, religion, sex or sexual orientation, age, national origin, ancestry, disability, marital status, political affiliation, genetic information, citizenship status, military service, arrest or conviction record, or any other basis defined by state and federal laws and regulations.
- C. Deposits - A CTSSSLB donation form is sent by Human Resources to Confidential Hourly Employee members in the spring of the year. Returning this form to Human Resources indicates a member voluntarily contributes one (1) general leave day to the CTSSSLB (e.g., 8 hours for a full time employee). If a member elects to contribute, those days shall not be credited to said member's leave accrual nor shall said member otherwise receive compensation for that day. Unallocated days in the CTSSSLB at the end of the school year will be carried over and accumulated to the next year.
- D. Withdrawal - The CTSSSLB is intended to provide additional paid time off for personal or immediate family emergency situations when CTS Employees have exhausted all available paid time off including general leave and vacation. If a member has a workplace injury and is receiving Worker's Compensation payments (typically paid at  $\frac{2}{3}$  of salary), the member may request and receive up to 100 days at  $\frac{1}{3}$  of the daily hours worked. Withdrawals are granted at the discretion of the Committee, which will require a historical summary of general leave usage, and verifiable documentation from a licensed health-care professional for medical situations. All information submitted will be kept confidential by the Committee. Requests must be written using the CTSSSLB Application Form and submitted to the Chairperson. A request may not exceed fifteen (15) days. However, if more days are needed, additional requests may be submitted, subject to the availability of days in the CTSSSLB. Applicants may not receive more than the maximum lifetime total of one hundred (100) CTSSSLB days. The committee may waive the 100 day lifetime maximum at its discretion for hardship situations. The Committee will meet within ten (10) working days of receipt of the application and render a decision on the request within five (5) working days of the meeting. Any granted CTSSSLB days that remain unused, must be returned to the CTSSSLB.
- E. Appeal - If a request is denied by the CTSSSLB committee, an appeal to the Director of Human Resources may be made. The decision of the Director may be appealed to the Superintendent of Schools whose decision shall be final.