



Monona Grove School District

Monona Grove Teacher Handbook

Revised per Board of Education – September 13, 2023

## Employee Acknowledgment

I acknowledge that I have received and reviewed a copy of the Monona Grove School District Teacher Policies and Handbook (Handbook). I understand that it is my responsibility to read the Handbook. If there are any policies or provisions provided to me that I do not understand, I will seek clarification from my immediate supervisor. I understand that this Handbook states the Monona Grove School District's policies and procedures in effect on the date of publication. I also understand that these policies and procedures are continually evaluated and may be modified, revoked, suspended, terminated, or changed in whole or in part, with prior notification to staff and an effective date for the change.

I understand that this *Handbook* does not constitute an employment contract. 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 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. 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.

Printed Name

Signature

Date

(Supervisors are to maintain this page in the employee's personnel file. After the employee ceases employment with the District, the District will maintain this record pursuant to its records retention schedule, or if none, for a period of no less than 7 years.)

# Preamble

## Employees Covered:

This Handbook is provided as a reference document for the Monona Grove School District's (hereinafter referred to as "District") teachers. For purposes of this handbook, the term teachers shall include reading consultants, guidance personnel, librarians, social workers, psychologists, speech and language therapists, nurses, occupational therapists, and physical therapists.

# Disclaimer

The contents of this Handbook are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, with prior notification to staff and an effective date for the change. The language which appears in this Handbook is not intended to create, nor is it to be construed to constitute a contract between the District and any of its teachers or a guarantee of continued employment.

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 will take precedence.

This Handbook is intended to provide teachers with information regarding policies, procedures, ethics, expectations and standards of the District; however, this Handbook should not be considered all-inclusive. Copies of Board Policies and Administrative Guidelines are available on the District website at <http://www.boarddocs.com/wi/mgsd/Board.nsf/Public> under "Policies". It is important that each teacher is aware of the policies and procedures related to his/her position. The rights and obligations of all teachers are governed by all applicable laws and regulations, including, but not limited by enumeration, the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code, and the policies of the Monona Grove School Board.

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## Mission and Vision Statements



Monona Grove School District

**Our Mission:**

To be a safe, equitable, and inclusive learning community for everyone.

**Our Vision:**

Engaged learning where equity is prioritized.

## SECTION 1. DEFINITIONS

- A. Discipline: Discipline is broadly defined as a suspension [unpaid or paid], or an oral or written reprimand. Discipline for the purposes of Grievance is narrowly defined in Section 4: Grievance Policy and Procedure.
- B. Summer School Teacher: A summer school teacher is defined as an employee who is hired to work for the District during the 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.
1. If seasonal/summer school session employment is available, the District shall offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.
  2. The terms and conditions of employment for seasonal/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.
- C. Supervisor: The District will identify the individual teacher's supervisor on the employee's job description.
- D. Teacher: For purposes of this Handbook, "Teachers" are defined as any person who holds a teacher's certificate or license issued by the state superintendent or a classification status under the technical college system board and whose legal employment requires such certificate, license or classification, including reading consultants, guidance personnel, librarians, social workers, psychologists, speech and language therapists, nurses, occupational therapists, and physical therapists. The Department of Public Instruction (DPI) determines the requirements for licensing. Information regarding the requirements for lifetime educator licensing (post-2017) may be found at: <https://dpi.wi.gov/tepd/licensing/types/lifetime>
1. Full-time Teacher: Regular full-time teachers are defined as one who works 1425 or more hours per year for a school year.
  2. Part-time Teacher: Regular part-time teachers are defined as one who works a school year or more, but less than 1425 hours per year for a school year. See sections: 8.01 Sick Leave Earned, 13.0 Family and Medical Leave, 17.02 Dental Insurance, 17.03 Health Insurance, 17.06 Long Term Disability, 17.07 Short- Term Disability, 21.01 Normal Hours of Work, 23.03 Job Sharing, 25.01 Additional Hours for Less-than Full Time Teachers.
  3. Exclusions: A regular full-time or regular part-time teachers does not include a substitute teacher as defined in this Section.
- E. Termination Definition for Grievance Procedure: See Section 4: Grievance Policy and Procedure.
- F. Workplace Safety Definition for Grievance Procedure: See Section 4: Grievance Policy and Procedure.

*Note: Additional Definitions may be added to this Handbook as needed.*

## **1.01 General Personnel Policies**

This *Employment Handbook* is subservient to, and does not supersede the provisions set forth in District policies, available online at <http://www.boarddocs.com/wi/mgsd/Board.nsf/Public>. The Monona Grove Board of Education, through the Personnel Committee, is committed to collaborating with MGEA and interested teachers, in a meet and confer process to amend or revise this handbook and any related Monona Grove School Board Personnel Policies.

1. Timelines: In general the process will commence no later than October 15<sup>th</sup> and terminate by April 30<sup>th</sup> of each school year, effective July 1<sup>st</sup> unless otherwise stated.
2. Agenda: Agenda and specific issues to be considered shall be determined by the Personnel committee following discussion with the Superintendent in collaboration with the MGEA and interested teachers.
3. Process: The committee shall engage in a collaborative process.

## **SECTION 2. EMPLOYMENT LAW**

### **2.01 Nondiscrimination and Equal Employment Opportunity**

The Board of Education does not discriminate in the employment of staff on the basis of the Protected Classes of race, color, national origin, age, sex (including transgender status, change of sex, gender identity, gender expression or gender nonconformity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer- sponsored meeting or to participate in any communication with the employer about religious matters or political matters, or any other characteristic protected by law in its employment practices.

For additional information, please see Board Policy 3122.

### **2.02 Equal Opportunity Complaints**

The District encourages informal resolution of complaints under this policy. Employees who believe they have been unlawfully discriminated/retaliated against are entitled to use the complaint process in Board Policy 3122.

### **2.03 Section 504/ADA Prohibition against Disability Discrimination in Employment**

The Board of Education prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of

employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

The Board will provide reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District's program and/or activities. A reasonable accommodation is not required for an individual who is merely regarded as having a disability.

For additional information, please see Board Policy 3123.

## **2.04 Employee Anti-Harassment**

### **Prohibited Harassment**

The Board is committed to a work environment that is free of harassment of any form. The Board will not tolerate any form of harassment and will take all necessary and appropriate action to eliminate it. Any member of the School District community who violates this policy will be subject to disciplinary action, up to and including termination of employment. Additionally, appropriate action will be taken to stop and otherwise deal with any third party who engages in harassment against our employees.

The Board will vigorously enforce its prohibition against harassment based on race, color, national origin, age, sex (including gender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters (collectively, Protected Classes), or any other characteristic protected by law in its employment practices (hereinafter referred to as harassment) and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board prohibits harassment that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur employee-to-employee, employee-to-student, male-to-female, female-to-male, male-to-male, or female-to-female.

The Board will investigate all allegations of harassment and, in those cases where harassment is substantiated, take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects.

Individuals who are found to have engaged in harassment will be subject to



appropriate disciplinary action.

## **Notice**

Notice of the Board's policy on anti-harassment related to employment practices and the identity of the District's Compliance Officer will be posted throughout the District and published in any District statement regarding the availability of employment, staff handbooks, and general information publications of the District as required by Federal and State law and this policy.

## **Definitions**

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

**Complainant:** is the individual who alleges, or is alleged, to have been subjected to harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

**Day(s):** Unless expressly stated otherwise, the term “day” or “days” as used in this policy means a business day(s) (i.e., a day(s) that the District office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

**Respondent:** is the individual who has been alleged to have engaged in harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

**School District community:** means students and Board employees (i.e., administrators, and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

**Third Parties:** include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

## **Bullying**

Bullying rises to the level of harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause

discomfort or humiliation, or unreasonably interfere with the individual's school or work performance or participation, and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

“Harassment” also includes “hate speech”—the use of language, behavior, or images/symbols that express prejudice against a particular group or groups on the basis of any protected characteristic(s).

Examples are:

- A. making statements that promote violence toward a racial or ethnic group;
- B. drawing, displaying or posting images or symbols of prejudice (e.g., swastikas).

### **Sexual Harassment**

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitutes sexual harassment when:

- A. a supervisory employee engages in harassing behavior towards a subordinate employee, regardless of whether such conduct creates a hostile work environment;

- B. acquiescence in or submission to such conduct is an explicit or implicit term or condition of employment;
- C. an individual's acquiescence in, submission to, or rejection of such conduct becomes the basis for employment decisions affecting that individual;
- D. such conduct is sufficiently severe, pervasive, and persistent such that it has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment;
- E. consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism results in an adverse employment action for another employee or otherwise creates a hostile work environment;
- F. inappropriate boundary invasions by a District employee or other adult member of the District into a student's personal space and personal life.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, i.e., sexual harassment prohibited by Title IX, is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. unwelcome sexual propositions, invitations, solicitations, and flirtations;
- B. unwanted physical and/or sexual contact;
- C. threats or insinuations that a person's employment, wages, promotion, assignments, or other conditions of employment may be adversely affected by not submitting to sexual advances;
- D. unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, text messages, or social media postings;
- E. sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work environment that reasonably may embarrass or offend individuals;

- F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;
- G. asking or telling about sexual fantasies, sexual preferences, or sexual activities;
- H. speculation about a person's sexual activities or sexual history or remarks about one's own sexual activities or sexual history;
- I. giving unwelcome personal gifts, such as lingerie, that suggest the desire for a romantic relationship;
- J. leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin;
- K. consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment;
- L. inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life; and
- M. verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Sexual relationships between staff members, where one (1) staff member has supervisory responsibilities over the other, are discouraged as a matter of Board policy. Such relationships have an inherent possibility of being construed as sexual harassment because the consensual aspect of the relationship may be the result of implicit or explicit duress caused by uncertainty regarding the consequences of non-compliance.

Romantic or sexual relationships between District staff (teachers, aides, administrators, coaches or other school authorities) and a student is expressly prohibited. Any school staff member who engages in sexual conduct with a student may also be guilty of a crime and any information regarding such instances will be reported to law enforcement authorities.

### **Boundary Invasions**

Boundary invasions may be appropriate or inappropriate. Appropriate boundary invasions make medical or educational sense. For example, a teacher or aide assisting a kindergartner after a toileting accident or a coach touching a student during wrestling or football can be appropriate. However, other behaviors might be going too far, are inappropriate, and may be signs of sexual grooming. Inappropriate boundary invasions may include, but are not limited to the following:

- A. hugging, kissing, or other physical contacts with a student;

- B. telling sexual jokes to students;
- C. engaging in talk containing sexual innuendo or banter with students;
- D. talking about sexual topics that are not related to curriculum;
- E. showing pornography to a student;
- F. taking an undue interest in a student (i.e. having a special friend or a special relationship);
- G. initiating or extending contact with students beyond the school day for personal purposes;
- H. using e-mail, text messaging, or websites to discuss personal topics or interests with students;
- I. giving students rides in the staff member's personal vehicle or taking students on personal outings without administrative approval;
- J. invading a student's privacy (e.g. walking in on the student in the bathroom, locker-room, asking about bra sizes or previous sexual experiences);
- K. going to a student's home for non-educational purposes;
- L. inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of student);
- M. giving gifts or money to a student for no legitimate educational purpose;
- N. accepting gifts or money from a student for no legitimate educational purpose;
- O. being overly touchy with students;
- P. favoring certain students by inviting them to come to the classroom at non-class times;
- Q. getting a student out of class to visit with the staff member;
- R. providing advice to or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so;
- S. talking to a student about problems that would normally be discussed with adults (i.e. marital issues);
- T. being alone with a student behind closed doors without a legitimate educational purpose;

- U. telling a student secrets and having secrets with a student;
- V. other similar activities or behavior.

Inappropriate boundary invasions are prohibited and must be reported promptly to one of the District Compliance Officers, as designated in this policy, the Building Principal or the Superintendent.

### **Religious (Creed) Harassment**

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

### **National Origin/Ancestry Harassment**

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

### **Age Harassment**

Prohibited age-based harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's age, being over age forty (40), and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment.

### **Race/Color Harassment**

Prohibited race/color based harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race and/or color and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references regarding racial customs.

### **Disability Harassment**

Prohibited disability harassment occurs when unwelcome physical, verbal, or

nonverbal conduct is based upon an individual's disability, perceived disability, or record of disability, and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's current or past disability or a perceived condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

### **Anti-Harassment Compliance Officer**

The following individual shall serve as the District's Anti-Harassment Compliance Officer (hereinafter, "the Compliance Officer" or CO):

Nicole Thibodeau  
Director of Human Resources  
608-221-7660  
5301 Monona Drive  
Monona, WI 53716  
nicole.thibodeau@mgschools.net

The name, title, and contact information of this individual will be published annually in the staff handbooks and on the School District's website.

The Compliance Officer is responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

### **Reports and Complaints of Harassing Conduct**

The Compliance Officer will be available during regular school/work hours to discuss concerns related to harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about unwelcome conduct or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The Compliance Officer shall accept reports of harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level officials. Upon receipt of a report of alleged harassment, the Compliance Officer will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the CO will designate a specific individual to conduct such a process as identified in a pre-defined list of investigators. The Compliance Officer will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer will prepare

recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes harassment is obligated, in accordance with this policy, to report such observations to the Compliance Officer within two (2) days. Additionally, any Board employee who observes an act of harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the Complainant, if age eighteen (18) or older, or Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Members of the School District community along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third-Parties who believe they have been harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment unless the complaining individual makes the complaint maliciously or with the knowledge that it is false.

Reporting procedures are as follows:

- A. Any employee who believes s/he has been the victim of harassment prohibited under this policy is encouraged to report the alleged harassment to the appropriate school official as identified in D below.
- B. Teachers, administrators, and other District officials who have knowledge of or receive notice that an employee has or may have been the victim of harassment prohibited under this policy shall immediately report the alleged harassment to the appropriate school official as defined in D below.
- C. Any other person with knowledge or belief that an employee has or may have been the victim of harassment prohibited by this policy shall be encouraged to immediately report the alleged acts to an appropriate school official as identified in D below.
- D. Appropriate District officials are as follows:



1. Any complaint under this policy shall be reported to the District's Compliance Officer unless the complaint is regarding the Compliance Officer. In such cases, the complaints shall be reported to the Superintendent, who will appoint/designate another individual to serve as CO for the complaint regarding a CO.
  2. Any complaint under this policy regarding the Superintendent or Board Member that is received by the District Compliance Officer shall be referred to the Board's legal counsel, who shall assume the role of the District Compliance Officer for such complaints.
- E. The reporting party or Complainant shall be encouraged to use a report form available from the Principal of each building or available from the District office, but oral reports shall be considered complaints as well. ***Use of formal reporting forms shall not be mandated.*** However, all oral complaints shall be reduced to writing. Further, nothing in this policy shall prevent any person from reporting harassment directly to the Superintendent or other supervisory employee.
- F. To provide individuals with options for reporting harassment to an individual of the gender with which they feel most comfortable, the District shall designate both a male and a female District Compliance Officer.

If during an investigation of alleged bullying, aggressive behavior, and/or harassment in accordance with Policy 5517.01 - Bullying, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to the Compliance Officer who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be investigated in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1662 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

### **Investigation and Complaint Procedure**

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party (e.g., a visitor to the District) who believes that they have been subjected to harassment or has witnessed harassment of another may seek resolution of the complaint through the procedures described below. The complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of harassment or retaliation with the United States Department of Education Office for Civil Rights (OCR), the Wisconsin Equal Rights Division, and/or Equal Employment Opportunity Commission (EEOC). The Chicago Office of the OCR can be reached at John C. Kluczynski Federal Building, 230 S. Dearborn Street, 37th Floor, Chicago, IL 60604; Telephone: 312-730-1560; FAX: 312-730-1576; TDD: 800-877-8339; Email: OCR.Chicago@ed.gov; Web: <http://www.ed.gov/ocr>.

### **Complaint Procedure**

A Complainant who alleges harassment based on a protected class or retaliation may file a complaint, either orally or in writing: 1) with a Principal; 2) directly the CO, or 3) to the Superintendent or other supervisory employee. As noted above, any complaint received regarding the Superintendent or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints. Additionally, if the complaint is regarding the CO, the complaint shall be reported to the Superintendent, who will appoint/designate another individual to serve in the role of CO for a complaint regarding a CO.

Due to the sensitivity surrounding complaints of harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a Principal, Superintendent, or other supervisory employees, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) days.

Throughout the course of the process, as described herein, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All written complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions deemed

appropriate in consultation with the Superintendent. No temporary arrangements shall be disciplinary to either the Complainant or Respondent.

Within two (2) days of receiving a complaint, the CO will inform the Respondent that a complaint has been received.

The Respondent is not entitled to receive a copy of any written complaint unless the CO determines it is appropriate to do so; however, the Respondent will be informed about the nature of the allegations. The CO shall inform the Respondent of the requirements of this policy, which may include providing the Respondent with a copy of this policy or information about where to find it. Respondent shall be afforded the opportunity to submit a written response to the complaint. The CO shall inform the Respondent of the Respondent's deadline to provide the CO with the written response to the allegations in the complaint.

Within two (2) days of receiving the complaint, the CO will initiate an investigation by at a minimum confirming receipt of the complaint with the Complainant and informing the Complainant of the investigation process.

Investigations shall be completed promptly. What constitutes promptness will depend on the complexity of the issues, the number of incidents or factual elements, the number of witnesses and documents to be consulted, and the availability of witnesses and other evidence. The CO shall keep the Complainant reasonably informed of the investigation's progress.

The investigation will include:

- A. interview(s) with the Complainant;
- B. interview(s) with the Respondent;
- C. interviews with any other witnesses who reasonably may be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO or designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of harassment as provided in this policy and State and Federal law as to whether the Respondent engaged in harassment or retaliation toward the Complainant. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used.

The CO may consult with the Board's attorney during the course of the investigatory process and/or before finalizing the report to the Superintendent.

In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias or partiality, or for other reasons that impair the CO's ability to conduct an investigation, the CO may engage outside legal counsel to conduct the investigation consistent with this policy.

Absent extenuating circumstances, within five (5) days of receiving the report of the CO, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in harassment of or retaliation toward the Complainant, the Superintendent must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the harassment or retaliation. The corrective action should be reasonable, timely, age-appropriate, effective, and tailored to the specific situation.

The decision of the Superintendent shall be final. If the investigation results in disciplinary action, the employee subject to discipline is entitled to file a grievance pursuant to Board Policy 3340. Nothing in this policy shall be construed to prevent an employee from bringing a complaint before the Equal Employment Opportunity Commission or the Wisconsin Equal Rights Division.

The Board reserves the right to investigate and resolve a complaint or report of harassment regardless of whether the member of the School District community or Third Party alleging the harassment pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

All timelines pertinent to the investigation process are intended to be guidelines to assure that the investigation proceeds with all deliberate efficiency. Failure of the CO to meet any specific timeline does not invalidate the investigation or provide a defense to the allegations.

## **Privacy/Confidentiality**

The District will employ reasonable efforts to protect the rights of the Complainant, the Respondent(s), and all the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligation in an investigation of harassment. The School District will respect the privacy of the Complainant, the Respondent, and all witnesses in a manner consistent with the School District's legal obligations under State and Federal law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided with the Complainant's identity.

During the course of an investigation, the CO will determine whether confidentiality during the investigation process is necessary to protect the interests and reputations of those involved and/or to protect the integrity of the investigation and if so, shall instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

## **Directives During Investigation**

The CO may recommend to the Superintendent placing any employee involved in an investigation under this Policy on administrative leave pending resolution of the matter. If the Superintendent is the Respondent, the CO shall make such recommendation to the Board. Administrative leave may be appropriate in situations in which protecting the safety of any individual or the integrity of the investigation necessitates such action.

The CO shall determine whether any witnesses in the course of an investigation should be provided a *Garrity* warning apprising the person of his/her obligations to answer questions truthfully and honestly while preserving the right against self-incrimination in the context of any resulting criminal investigation or prosecution.

Every employee interviewed in the course of an investigation is required to provide truthful responses to all questions. Failure to do so may result in disciplinary action.

## **Remedial Action and Monitoring**

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to counseling services, reinstatement of leave taken due to because of the discrimination, or other appropriate action.

The Board may appoint an individual, who may be an employee, to follow up with the Complainant to ensure no further discrimination or retaliation has occurred

and to take action to address any reported occurrences promptly.

### **Sanctions and Disciplinary Action**

The Board shall vigorously enforce its prohibitions against harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable law.

When imposing discipline, the Superintendent shall consider the totality of the circumstances. In those cases where harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

Where the Board becomes aware that a prior disciplinary action has been taken against the Respondent, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

### **Retaliation**

Retaliation against a person who makes a report or files a complaint alleging harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

### **Allegations Constituting Criminal Conduct**

If the CO has reason to believe that the Complainant has been the victim of criminal conduct, such knowledge should be reported to local law enforcement.

After such a report has been made, the Superintendent shall be advised that local law enforcement was notified.

If the Complainant has been the victim of criminal conduct and the accused is the Superintendent, such knowledge should be reported by the CO to local law enforcement. After such a report has been made, the Board President shall be advised that local law enforcement was notified.

Any reports made to local law enforcement shall not terminate the COs' obligation and responsibility to continue to investigate a complaint of harassment. While the COs may work cooperatively with outside agencies to conduct concurrent investigations, the harassment investigation shall not be stopped due to the involvement of outside agencies without good cause after consultation with the Superintendent.

### **Reprisal**

Submission of a good faith complaint or report of harassment will not affect the Complainant's or reporter's work status or work environment. However, the Board also recognizes that false or fraudulent claims of harassment or false or fraudulent information about such claims may be filed. The Board reserves the right to discipline any person filing a false or fraudulent claim of harassment or false or fraudulent information about such a claim.

The District will discipline or take appropriate action against any member of the School District community who retaliates against any person who reports an incident of harassment prohibited by this policy or participates in a proceeding, investigation, or hearing relating to such harassment. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

### **Miscellaneous**

The District shall conspicuously post a notice including this policy against harassment in each school in a place accessible to the School District community and members of the public. This notice shall also include the name, mailing address, and telephone number of the COs, the name, mailing address, and telephone number of the State agency responsible for investigating allegations of discrimination in educational employment, and the mailing address and telephone number of the United States Equal Opportunity Employment Commission.

A link to this policy and any related administrative guidelines shall appear in the employee handbook and a copy shall be made available upon request of employees and other interested parties.

### **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of harassment. The Superintendent shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District staff at

such times as the Board in consultation with the Superintendent determines is necessary or appropriate.

The Board will respect the privacy of the Complainant, the individuals against whom the complaint is filed, and the witnesses as much as practicable, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery, disclosure, or other legal obligations.

### **Retention of Investigatory Records and Materials**

The CO is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but are not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports, allegations, complaints, and statements collected;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;
- E. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- F. all documentary evidence;
- G. e-mails, texts, or social media posts pertaining to the investigation;
- H. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- I. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- J. dated written determinations to the parties;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any supportive measures offered and/or provided to Complainant and/or the Respondent, including no contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and



- M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects.
- N. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);
- O. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- P. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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

### **3.01 District Expectations**

The District expects its teachers to produce quality work, maintain confidentiality as required by law and Board Policy 8330 Student Records and Board Policy 8350 Confidentiality with respect to student and employee records, work efficiently, and exhibit a professional, respectful, and courteous attitude toward other employees, parents, students, administrators and Board members. The District expects teachers to comply with all applicable Board policies, work rules, job descriptions, and legal obligations.

The District expects teachers to comply with the standards of conduct set out in Board policies, this *Handbook*, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees.

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.

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

The Board of Education directs that all reasonable efforts be made to ensure a safe learning and working environment for the students and employees of this District. To that end and so that legitimate employee claims for worker's compensation be expedited, the Board requires that accidents be reported and evaluated. Any accident that results in an injury, however slight, to a student, an employee of the District, or a visitor to the schools must be reported promptly and in writing to the District Business Office. Injured persons shall be referred immediately to the appropriate personnel for such medical attention as may be needed.

The injured employee, visitor, or the staff member responsible for an injured student shall complete a form that includes the date, time, and place of the incident; the names of persons involved; the nature of the injury to the extent that it is known; and a description of all relevant circumstances. The student's parent shall be contacted.

Any employee of the District who suffers a job-related injury must report the injury and its circumstances to the principal or job supervisor, as appropriate, as soon as possible following the occurrence of the injury. The failure of an employee to comply with this mandate may result in disciplinary action in accordance with applicable policy or contractual standards.

Please see Board Policy 8442.

### **3.03 Attendance**

The District expects teachers to make every effort to be present for work. Teachers are expected to adhere to their assigned schedule. In order for the schools to operate effectively, teachers are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the teacher has received approved leave.

Teachers who are unable to report to work shall follow the district's reporting procedures for reporting his/her absence. Excessive tardiness, failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action.

### **3.04 Length of Service**

Length of Service list shall be established by the total years of continuous service as a teacher in the District, with such calculation commencing as of the first day taught followed by continuous service. An up to date Length of Service list will be available for inspection by the Association or any interested member of the staff.

### **3.05 Monona Grove Education Association**

The Board agrees that the individual teacher shall have full freedom of association, self-organization and the designation of representatives of his/her own choosing, to negotiate base wages and that he/she shall be free from interference, restraint,

or coercion by the Board, or its agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

A. Recognition

To the extent allowable by law, the Board recognizes the Association (MGEA) as the sole bargaining representative for all full-time and part-time certified personnel employed by the Monona Grove School District, including department coordinators, reading consultants, guidance personnel, librarians, social workers, psychologists, speech and language therapists, nurses, occupational therapists, and physical therapists, and excluding the Superintendent, Director of Business Services, Director of Pupil Services, Director of Instruction and Continuous Improvement, principals, assistant principals, and per diem substitute teachers employed by the School District. Members of this collective bargaining unit are referred to as “teachers.”

Membership in the Association is voluntary. Teachers have the right to join, refrain from joining, and/or maintain or drop their membership in the Association.

B. Association Meetings: The Association shall have the right to schedule Association meetings in school buildings as follows:

Meetings of Association at large:

Before 7:50 A.M. and after 4:00 P.M. on school days Wednesday through Friday and at any time between the hours of 8:00 A.M. and 10:00 P.M. on non-school days.

Building meetings:

Before 7:50 A.M., during the duty free lunch period of the teachers involved, and after 3:50 P.M. on school days Wednesday through Friday and at any time between the hours of 8:00 A.M. and 10:00 P.M. on non-school days. Any meeting so scheduled shall conclude before 10:00 P.M. The building principal must be given 24 hours advance notice of any such meetings and time and place of any such meetings will be agreed upon between the building principal and the president of the Association, or his/her building designee. Any custodial expense incurred by the District as a result of such use of the school buildings will be paid for by the Association. Future use of school buildings under this provision may be modified by the Board, should it become necessary to adopt a written policy curtailing general non-school use of buildings as a result of the need for reduction of energy use.

C. Discussion of Grievances: Building representatives or executive officers of the Association may discuss grievances with members after notifying the building principal and providing there is no interference with the teaching assignment.

D. Equipment use: The Association shall have the right to use for Association business, school equipment, such as copying equipment, when such equipment is not otherwise in use for purposes related to the Association's responsibilities and functions as the exclusive collective bargaining representative. Only qualified personnel as determined by the building

principal will operate any such equipment. The Association shall pay for the costs of all materials and supplies incident to such use. The Association agrees to accept responsibility for repairing or replacing any equipment damaged during such use.

- E. Teacher Mailboxes: Subject to all applicable rules and regulations of the U.S. Postal Service, the Association shall have the right to place material in the mailboxes of teachers, and in the inter- school mail service, such material to be properly identified by the Association and shall be related to the Association's responsibilities and functions as the exclusive collective bargaining representative. Placement shall be made by the building representative or other authorized Association representative. Copies of all materials shall be furnished to the building principal.
- F. Bulletin Boards: The Association shall have the right to use bulletin board space in the faculty lounge of each building to post Association notices related to the Association's responsibilities and functions as the exclusive collective bargaining representative. Such space is to be clearly identified by the Association with the name of the Association. Placement of such notices shall be made by the building representative or other authorized Association representative.
- G. Information: Consistent with its statutory duty to collectively bargain with the Association as the bargaining representative of bargaining unit employees, and to provide information and data, the Board agrees to furnish the Association, upon proper request, relevant information and data with respect to total base wages.
- H. Orientation: The Association shall be given the last thirty-minute time period on the Agenda at the end of the final day of the before school Orientation Workshop for new teachers to present Association information. Such presentation by the Association may continue past the end of the contracted school day at the discretion of the Association.
- I. Board Agenda Items: At the request of the Association, the Superintendent will place items on the Board Agenda after consultation with the Board President.

### **3.06 Bulletin Boards**

The Employer shall provide a bulletin board as a limited forum for teachers 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. If a collective bargaining unit exists, the Association will be allowed to post items on the bulletin board subject to the restrictions set forth herein and as amended by the applicable collective bargaining agreement. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law. The Superintendent will be provided a copy of all posted material at the time of the posting. The Superintendent and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

### **3.07 Child Abuse Reporting**

- A. Every District employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B.
- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department or, in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police 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.
- C. See *also*, Board Policy 8462 Student Abuse and Neglect.

### **3.08 Technology Use**

- A. District employees are expected to comply with Board Policies: 7540 Technology, 7530.02 Staff Use of Personal Communication Devices, 7540.01 Technology Privacy, 7540.04 Staff Use of Information Technology and Communication Resources, 7504.06 Electronic Mail, and 7542 Access to District Technology Resources from Personally-Owned Communication Devices when using information technology and communication resources.
- B. The District's computer network is for educational purposes. Staff should not assume that any of their work or activities on the computer network is private. Such activity may be monitored.
- C. Compliance with Federal, State and Local Law: For all electronic media, teachers 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 teacher is using private or public equipment, on or off District property. These restrictions include:
  - 1. Confidentiality of student records. Refer to Board Policy 8330 Student Records.
  - 2. Confidentiality of other District records, including staff evaluations and private email addresses. Refer to Board Policy 3002 Personnel Records.
  - 3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. Refer to Board Policy 8320 Personnel Records.

4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
- D. Personal Web Pages: Teachers 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.
- E. 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.

### **3.09 Confidentiality**

Pupil information that teachers obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in 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. Refer to Board 8330 Student Records and 8350 Confidentiality.

In addition to student information, confidentiality is expected in other areas, including employee (refer to Board Policy 8320 Personnel Records) or District business information. Any requests for District records shall be referred to the appropriate administrator.

### **3.10 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 required to avoid outside activity that may compete or be in conflict with the best interests of the District.

Teachers 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 teacher may use his or her position to solicit opportunities for financial gain or anything of substantial value for the private benefit of himself or herself or

his or her immediate family, or for an organization with which he or she is associated. Refer to Board Policies 3210 Staff Ethics and 3230 Conflict of Interest.

### **3.11 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 in regard to that contract some function requiring the exercise of discretion on the employee's part. See *Wis. Stats. § 946.13(1) (a) and (b)*.

### **3.12 Copyright**

All reproduction, display, performance, and/or modification of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" as defined by federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Questions regarding copyright shall be directed to the Superintendent.

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, pictorial images, sculptural works, performance, music, video, or computer-programmed materials or the like, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. Teachers are further advised that copyright provisions apply to all forms of digital media. It is important to note that a Copyright may exist for a work of material regardless of whether such material is marked with a copyright notice. Teachers should also refer to Board Policy 2531 Copyrighted Works.

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

Every District employee shall notify his/her immediate supervisor or administrator as soon as possible, but no more than three calendar days, after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

- A. crimes involving school property or funds;
- B. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- C. crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- E. A misdemeanor which violates the public trust.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. A conviction of a crime shall not be an automatic basis for termination. The District will consider the circumstances of the offense, and whether the circumstances of the offense substantially relate to the circumstances of the employee's job in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District. If an employee is arrested during employment with the District, the District will determine whether the circumstances of the offense substantially relate to the circumstances of the employee's job. If the District determines there is a substantial relationship, the District may place the employee on administrative leave pending the District's further investigation.

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

The District seeks to provide a safe drug-free workplace for all of its employees. See Board Policies 3122.01 Drug and Alcohol-Free Workplace and 3215 Use of Tobacco by Professional Staff.

The Board of Education believes that quality education is not possible in an environment affected by drugs and alcohol. It will seek, therefore, to establish and maintain an educational setting which is free from illegal drugs and alcohol.

Consistent with the Drug-Free Workplace Act, the Board prohibits the manufacture, possession, use, distribution, or dispensing of any non-medical use controlled substance, including alcohol and any drug paraphernalia, by any member of the District's professional staff at any time while on District property or while involved in any District-related activity or event. Further the Board also prohibits professional staff from being under the influence of drugs and/or alcohol at any time while on district property or involved in any District-related activity or event. Any staff member who violates this policy shall be subject to disciplinary action up to and including termination.

### **3.145 Employee Assistance Program**

The District maintains an Employee Assistance Program (EAP). EAP is a voluntary and confidential program designed to promote the well-being of employees and their family members. Information on the District's EAP provider, benefits, and contact information may be found on the District website under Staff Resources > Benefits > Other.

### **3.15 Employee Identification Badges**

The District shall provide teachers with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, coworkers, vendors and the public to know who employees are. They are an important part of providing a secure environment for



our students. Teachers must wear their employee identification badges in a visible spot during their contracted work time.

### **3.16 False Reports**

Teachers 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 Fraud and Financial Impropriety**

The District prohibits fraud and financial impropriety in the actions of its Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District. The District expects all individuals involved with the Monona Grove School District, including students, employees, Board of Education members, consultants, vendors, contractors and other parties maintaining any relationship with the District to act with integrity, due diligence and in accordance with all applicable laws, District policies and procedures in matters involving District fiscal, and property resources. See *also*, Board Policy 8900 Fraud.

### **3.18 Honesty**

Honesty is a core value in the District. Teachers shall not intentionally falsify or create any inaccuracies verbally or on any official District documents including but not limited to time sheets, job applications, AESOP, employee or student records, etc.

### **3.19 Nepotism**

- A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District, except that the District may refuse to hire or promote a person into a position when the position will report to an individual who is the spouse of the person considered for hire or promotion, or when the position will report to an individual with whom the person has a relationship by affinity or consanguinity. In addition, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.
  
- B. Definition: For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated 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. The phrase "decision to hire" includes every aspect of the hiring process.

- C. Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the Superintendent or his or her designee. Should the Superintendent be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District.

### **3.20 Outside Employment**

Outside employment is permitted so long it does not interfere with District responsibilities and does not create a conflict of interest as defined above in Section 3.10 Conflict of Interest and Section 3.11 Contracts and Conflict of Interest. See *also*, Board Policy 3231 Outside Activities of Staff.

### **3.21 Personal Property**

Liability: The District does not assume any responsibility for loss, theft or damages to personal property. If teachers 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. See *also*, Board Policy 3281 Personal Property of Staff Members.

### **3.22 Personnel Records**

A teacher shall have the right to review certain personnel documents, upon request and consistent with the timelines and content limitations specified in Wis. Stat. § 103.13, and Board Policies 3002 and 8320 Personnel Records, at least two times per calendar year, while in the presence of the administrator or his designee. The teacher is entitled to examine any personnel documents which are used or which have been used in determining that teacher's qualifications for employment, promotion, transfer, additional compensation, termination or other disciplinary action, and certain medical records. This examination must be accomplished in the presence of the person officially charged by the Superintendent with custody of those documents. No personnel documents may be removed from the visual presence of the official custodian. A teacher shall have the right, upon request, to receive copies of any documents permitted to be reviewed pursuant to Wis. Stat. § 103.13, except those delineated in § 103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such a copy. A

teacher who is involved in a current grievance against the District may designate in writing a representative of the teacher's union, collective bargaining unit or other designated representative to inspect the records which have a bearing on resolution of the grievance. After reviewing his or her personnel records, the teacher has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the teacher has the right to file a written statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached teacher rebuttal statement to the third party. § 103.13(4) Wis. Stats.

### **3.23 Personnel – Student Relations**

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Teachers shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, teachers 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. Teachers shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Teachers shall not use profane or obscene language or gestures in the workplace

The Board fully supports the right and desire of teachers to maintain a proper disciplinary atmosphere in all classrooms. The Board further realizes that this is necessary if students and teachers are to realize maximum effectiveness in the cooperative goals of educational excellence. See *also*, Board Policy 3213 Student Supervision and Welfare.

### **3.24 Staff Physical Examinations**

Staff physical examinations are required in accordance with section 118.25 of the Wisconsin statutes and are addressed in Board Policy 3160 Physical Examination.

### **3.25 Political Activity**

Teachers 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 and during which a student is present, engage in any activity 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.
- 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.
- D. Paragraphs A, B, and C above do not apply to Monona Grove Education Association business that is consistent with Part 1, Section 3.04 of this *Handbook*.

### **3.26 Employee (Whistleblower) Protection**

The Board of Education expects all its employees to be honest and ethical in their conduct, and to comply with applicable State and Federal law, Board policies and administrative procedures. Pursuant to State law, the Board expects instructional staff members to report to their immediate supervisors any violation or suspected violation of any Federal, State or local law, policy, or regulation committed by any employee, or agent of an agency or independent contractor which is doing business with the Board, which creates and presents a substantial or specific danger to the public's health, safety, or welfare.

Additionally, pursuant to State law, instructional staff members are expected to report any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor which is doing business with the Board.

It is the responsibility of an employee who is aware of conduct on the part of any Board member or employee that possibly violates Federal or State law, or Board policy, to call this conduct to the attention of his/her immediate supervisor. If the employee's immediate supervisor is not responsive or is the employee whose behavior is in question, the employee should report the alleged misconduct to the District Administrator.

After such a report is made, the immediate supervisor will ask that the report be put in writing.

Any employee making such a report shall be protected from discipline, retaliation, or reprisal for making such report as long as the employee made such a report based on a reasonable and good faith belief that the report is accurate and not based on the employee's intent to harm, harass, intimidate, or retaliate against another individual.

Employees are subject to disciplinary action, up to and including termination, for purposely, knowingly, or recklessly making a false report under this policy. Conversely, employees are subject to disciplinary action, up to and including termination, if they are aware of a violation of Federal, State, or local law that the Board has the authority to correct and they do not make a report confirmed in writing to their immediate supervisor.

If the alleged misconduct that is reported involves a Board member, the employee shall report to the District Administrator who is authorized to engage the Board's legal counsel to manage an investigation concerning the matter. If the report concerns the District Administrator the employee shall make the report to the Board President, who is authorized to engage the Board's legal counsel to manage the investigation.

Upon receipt of a report made by an instructional staff member pursuant to this policy, an investigation shall be commenced as soon as possible and shall be handled expeditiously.

Refer to Board Policy 3211 Whistleblower Protection.

### **3.27 Work Made for Hire**

Any work prepared by an employee within the scope of his/her employment is owned by the District under current federal copyright laws. This is called "work

made for hire.” Occasionally a teacher has questions regarding the use of materials to be included in book or other commercial materials. Such materials created by the teacher may include staff presentations, student assessments, assignments, lesson plans, and similar materials.

In recognition of the unique value and importance of these materials to teachers, as well as the public interest in dissemination of educational materials developed at public expense, the District grants non- exclusive license to the teachers as creators to keep and use such materials in printed and electronic forms.

Teachers therefore may take copies with them at separation of employment but are also expected to leave copies of materials. Teachers are encouraged to share materials they have developed with each other in collaborative efforts to share best practices.

Prior Permission from the Superintendent of his/her designee shall be required in cases when “work made for hire” will be offered for sale or where payment is required for use.

See *also*, Board Policy 3231 Outside Activities of Staff.

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

Teachers shall have no expectation of privacy with respect to any item or document stored in or on District-owned or controlled property, which includes, but is not limited to, vehicles, 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.

### **3.29 Violence in the Workplace**

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. 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:
  - 1. 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.
  - 2. Threat: A communicated intent to inflict physical or other harm on any person or property.
  - 3. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
  - 4. 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:
1. Assault or battery.
  2. Blatant or intentional disregard for the safety or well-being of others.
  3. Commission of a violent felony or misdemeanor.
  4. Dangerous or threatening horseplay or roughhousing.
  5. Direct threats or physical intimidation.
  6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
  7. Physical restraint, confinement.
  8. Possession of weapons of any kind on District property [please see section 3.43].
  9. Stalking.
  10. 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 he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
  2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.  
An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her 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 him/her is also prohibited.  
In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order 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.

See *also*, Board Policy 3362.01 Threatening Behavior towards Staff Members.

### **3.30 Legal Custodian of Records**

The Board has designated the following individual(s) as legal custodian(s) of records for the district: Superintendent and Board Clerk. The legal custodian is responsible for the maintenance of all district records under his/her charge and is vested with full legal power to render decisions and carry out the duties of school authorities under the public records and property law.

Refer to Board Policy 8310 Public Records.

## **SECTION 4. EMPLOYEE GRIEVANCE POLICY AND PROCEDURE**

This Employee Grievance Policy and Procedure is intended to apply to all school district employees, except as otherwise noted. Employees with a complaint related to employee discipline, employee termination, nonrenewal for performance, or workplace safety shall follow the procedures and timelines as described in this section. Section 4 replicates Board Policy 3340 Grievance Procedure. See *also* Section 3.22 Personnel Records of the Handbook.

Issues that arise related to the Handbook but not covered by Section 4 – Grievance Policy and Procedure may be brought to the attention of the immediate supervisor, followed by the Superintendent, followed by the Employment Relations Committee ERC Recommendations of the ERC shall be advisory only. See Board Policy 3340.01 General Employee Concerns.

Board Policy 3340 Grievance Procedure

It is the policy of the District to treat all employees equitably and fairly in matters affecting their employment. Each employee of the District shall be provided an opportunity to understand and resolve certain matters affecting employment that the employee believes to be unjust. This section shall apply to all regular full-time, part-time, limited, temporary, and seasonal employees.

This procedure is available in the case of any employee's disagreement with discipline or termination of employment, as well as any matter relating to workplace safety.

A grievance shall mean a dispute concerning an employee's discipline or termination of employment, or a dispute concerning workplace conditions that affect workplace safety. Only one subject matter shall be covered in any one grievance. A written grievance shall contain:

- A. the name and position of the grievant;
- B. a clear and concise statement of the grievant;
- C. the issue involved;
- D. the relief sought;
- E. the date the incident or violation took place;
- F. the specific section of the Policy Manual alleged to have been violated;
- G. the signature of the grievant and the date.

All employee grievances must be filed by the aggrieved employee(s). The grievance must be filed within five (5) working days after the employee knew or should have known of the cause of such grievance.

The following procedures shall be followed:

**A. Principal or Immediate Supervisor:**

Any employee that believes s/he has a matter subject to the grievance procedure shall present the grievance to his/her immediate supervisor. If applicable, the employee shall perform the assigned task and grieve later. The Principal or Immediate Supervisor shall, within five (5) working days, inform the employee in writing of his/her decision.

**B. Superintendent:**

In the event the Principal's decision does not resolve the problem, the employee may, within five (5) working days of the date the Principal's written decision is issued, present his/her grievance in writing to the Superintendent. This grievance shall fully state the details of the problem and suggest a remedy.

The Superintendent shall, within five (5) working days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) working days. This step does not apply to any grievance related to action by the Board of Education that directly affects the grievant.

**C. Hearing before an Impartial Hearing Officer:**

In the event the matter is not resolved to the employee's satisfaction by the Superintendent, the employee may, within five (5) working days of the date of the written decision of the Superintendent, request in writing that the matter be referred for a hearing before an impartial hearing officer. The Board of Education shall appoint a hearing officer for the purpose of conducting the hearing. If the Superintendent denies the grievance based on whether the grievance is timely or relates to a covered matter (i.e. workplace safety, discipline or termination), the matter shall be referred to the Board for determination of whether the grievance may proceed. If the Board determines that the grievance may proceed, it will then be referred to the Impartial Hearing Officer. The Board may appoint a hearing officer or panel of potential hearing officers from which to select an officer for this purpose either on an ad hoc basis or by resolution adopted for a school year and delegate to the Superintendent the responsibility to arrange for such hearing with one of the selected officers. Each grievance shall be heard by a single hearing officer and such hearings shall be private. The employee and the District may present witnesses, and each side may select one individual to attend the hearing as a representative.

Any employee representative selected shall be at no expense to the District.

The Hearing Officer may only consider the matter presented to him/her in the initial grievance filed by the employee. The decision will apply exclusively to the employee presenting the grievance. The Impartial Hearing Officer shall have authority to run the hearing, including administering oaths, admitting evidence



into the record, providing for transcription, etc. The Officer may not modify any board policy and may not issue decisions on matters not presented to the Administrator in the initial grievance. Any costs incurred by the impartial hearing officer shall be paid by the District.

#### **D. Board of Education:**

In the event that either party is dissatisfied with the hearing officer's decision, that party may within ten

(10) working days, present the grievance in writing to the Board, who shall consider the matter within thirty (30) working days after its receipt, unless postponed by mutual agreement. The Board shall revise the decision of the impartial hearing officer and may either issue a decision or determine that additional evidence or testimony is necessary and provide for a hearing for that purpose. The Board's decision shall be by majority vote, which shall be final.

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

Time limits contained in this grievance procedure outlined above may be extended by mutual consent of the parties. If any applicable time limit for advancing the grievance to the next step in the process is not met, the grievance shall be deemed resolved. Each employee shall be afforded any opportunity to be represented at each step of the grievance procedure by a representative of the employee's choice and at no expense to the District.

For purposes of this grievance procedure, the following definitions shall apply:

- A. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under Federal or State law, or District rule related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risks.
- B. "Termination" does not include voluntary resignation or retirement, or the nonrenewal of an employment contract pursuant to 118.22 and 118.24 Wis. Stats., nor does it include position elimination due to a reduction in force under Policy 3131.
- C. "Employee discipline" refers to unpaid suspensions written reprimands, or demotion, but excludes performance conferences/evaluations, staff assignments, improvement plans, or oral counseling or reprimand unless a written record of the reprimand is placed in the employee's file.

## **SECTION 5. PAY PERIODS**

### **5.01 Annualized Payroll Cycle**

- A. Annualized Payroll: Teachers may voluntarily request to be paid on a twelve (12) month payroll cycle as set forth in 5.02 below. This election may be provided at the same time as the issuance of the individual contract or letter of intent. Teachers 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.
- B. School Year Payroll: Teachers who do not voluntarily request to be paid on a twelve (12) month payroll cycle shall be on a ten (10) month basis.

### **5.02 Payroll Dates**

Payroll will be paid on Friday on a biweekly basis. A payroll schedule will be posted on the Business Services section of the District Website. If a payroll falls on a federal bank holiday, the payroll will be deposited on the previous business day.

### **5.03 Direct Deposit Payment Method**

All teachers shall participate in a direct payroll deposit plan. Direct deposit notification will be emailed to the teacher's District email account on each payday. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing. Each teacher shall, with each electronic payroll deposit slip, receive information on the teacher's salary received. In addition to the above, each teacher shall have access to electronic records indicating the number of accumulated sick leave hours, the number of personal hours, and the sick and personal hours remaining to the teacher's credit.

### **5.04 Salary Deferrals**

- A. The District will maintain a tax-deferred retirement savings program. Teachers shall have the opportunity to participate in the District's 403(b) and/or 457 retirement savings program to invest their money through salary deferral.
- B. Teachers, upon their written request may participate in the District's 403(b) and/or 457 retirement savings program. Details about these programs, including enrollment information, may be found on the District website under Staff Resources > Benefits > Retirement.

## **SECTION 6. COMPENSATION AND EXPENSE REIMBURSEMENT**

### **6.01 Mileage Reimbursement**

The District shall reimburse teachers an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each teacher required by the District to drive his or her personal vehicle during the course of performing duties for the District. Requests for reimbursement

shall be made through Employee Access. Directions on how to submit for reimbursement may be found on the District's website under Staff Resources > Business Services > Skyward/Employee Access > Expense Reimbursement Procedures.

## **SECTION 7. WORKER'S COMPENSATION**

### **7.01 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 personnel office prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form found on the District Website under Staff Resources.

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

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

- A. Up to day sixty (60) of Worker's Compensation Leave: The teacher will be paid income equivalent to the income the teacher would have earned had the teacher 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 teacher has accumulated sick leave available, whichever occurs first.
- B. Day Sixty-One (61) and thereafter of Worker's Compensation Leave: The teacher will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The teacher, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

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

Some types of injuries suffered while at work may not result in payment under 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 a teacher's horseplay.
- C. Injuries sustained while a teacher does an activity of a strictly private nature.

## SECTION 8. SICK LEAVE

### 8.01 Sick Leave Earned

- A. Each teacher shall be credited with eleven (11) days of paid sick leave at the beginning of each school year. Should any teacher not complete the year's contract, there shall be a proration of actual days employed at the rate of one day sick leave for each eighteen (18) days and a prorated reduction of pay for all excess sick leave granted, if any, to be automatically deducted from any final payment due the teacher.

Sick leave days are calculated by multiplying eleven (11) days times the individual teacher's regularly scheduled hours. (e.g., 7.5 hours per day x 11 days). Therefore, sick leave information accessible to teachers is reported in total Sick Leave hours rather than in total sick leave days.

Part-time Teachers: Part-time teachers will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.

- B. Crediting of Sick Leave: Sick leave credited at the beginning of each school year is vested only upon completion of the work year. Any teacher terminated or resigning will be credited only with those days earned at the time employment is severed.

In the event a teacher is out on long-term disability at the beginning of the school year, the teacher will be credited with the full eleven (11) days of sick leave, as if he/she were currently an active employee, teaching within the district.

### 8.02 Sick Leave Use

- A. Sick leave shall be paid for any absence from work due to:
1. Personal illnesses, injury or serious health condition of the teacher or the teacher's immediate family or permanent household requiring the personal care of that member by the teacher. The Superintendent may waive the personal care requirement at his/her discretion.
  2. Medical or dental appointments for the teacher and/or child that cannot be scheduled outside of the teacher's regularly scheduled work hours.
  3. COVID-19- related self-quarantine requirements for the teacher or individual in the teacher's permanent household requiring personal care of that individual by the teacher.
- B. Teachers shall notify their immediate supervisor five (5) days prior to the absence or, as soon as reasonably possible.
- C. Definitions: the following definitions apply under this section:  
Immediate Family means the spouse, domestic partner<sup>1</sup>, sister, brother, children, grandchildren, parents, or grandparents (all included) of the

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<sup>1</sup> As defined by Wis. Stats. 770.01 and ETF Health Insurance affidavit

teacher or his/her spouse.

- D. Sick Leave Increments: Sick leave may be allowed in increments of one-half (1/2) hour.

### **8.03 Sick Leave Accumulation**

Unused Sick Leave may be accumulated from year to year up to 130 days as long as the teacher remains in the service of the school district. The eleven days of sick leave credited at the beginning of the school year will be in addition to the 130 day maximum accumulated days during the active school year. At the end of the school year, maximum number of days will be reset to 130 days.

### **8.04 Sick Leave and Long-Term Disability**

A teacher may receive long term disability payments once he/she reaches the first day of eligibility. In the event a teacher is out on long-term disability at the beginning of the school year, the teacher will be credited with the full eleven (11) days of Sick Leave, as if he/she were currently teaching within the District.

### **8.05 Sick Leave and Short-Term Disability**

Short-term disability is a voluntary benefit program offered through the District and is activated only by teacher request. The short-term disability premium is paid 100% by the teacher. Sick leave and short-term disability benefits may be used concurrently.

### **8.06 Reporting Procedure and Doctor's Certificate**

Each teacher will be required to inform his/her immediate supervisor as soon as possible prior to his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 9.02 above.

Whenever the supervisor deems verification appropriate, the teacher may be required to furnish the District with a written verification of illness signed by either a licensed physician or a nurse practitioner. When appropriate, written verification should include a statement releasing the teacher to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge teachers for excessive absenteeism.

### **8.07 Holidays during Sick Leave**

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

### **8.08 Catastrophic Sick Leave Bank**

A sick leave bank has been created by the Monona Grove School District under the below-listed terms. The sick leave bank policy and enrollment/revocation forms will be posted on the District's website.

1. All employees of the District may participate in the sick leave bank on a voluntary basis. All participants in the sick leave bank must contribute one day of sick leave to the sick leave bank
2. Each year of participation in the bank from any accumulated sick leave that they have available. The level of commitment for any participant,

regardless of when he/she enrolls, is the contribution of a minimum of two days over a two-year period regardless of the accumulated level of the bank. Those participants who have exhausted their sick leave will remain eligible to draw from the bank and will again contribute at such time as they have accumulated sick leave days.

3. The sick leave bank can accumulate to a maximum of two times the number of participating employees. When the bank reaches that amount, there will be no need to contribute any additional sick leave days by participating employees until such time as the bank has been reduced to an amount less than two times the number of participating employees.
4. Participants must provide written notice of their initial intent to participate in the bank and their enrollment will carry over each year unless written notice is given to withdraw from the program by the third Friday in September.
5. Any participant who withdraws from participation in the bank forfeits all sick leave days contributed to the bank.
6. A committee of the Director of Human Resources, one MGEA representative, one support staff representative and the Principal from the school where the requesting participant is employed will administer sick leave bank requests.
7. Requirements for using sick leave days from the sick leave bank include:
  - a. A written request for use of sick days from the sick leave bank must be made by the employee or on behalf of the employee in need of sick leave days.
  - b. All written requests for use of the sick leave bank must be submitted to the Director of Human Resources who will convene the committee to review and act upon the request within five days. Appeals of denied requests will be reviewed and acted upon by the Superintendent, the MGEA President, and a support staff representative within five days of the denial.
  - c. The requesting employee must have exhausted his/her individual sick leave accumulation, personal business days, vacation or compensatory days (if eligible) and emergency leave days before he/she may use days from the bank. The bank is not considered part of the employee's accrued leave.
  - d. All requests for days from the sick leave bank must be accompanied by a statement from the employee's doctor, which certifies that the illness and/or disability is one of a long-term duration.
  - e. Short-term illnesses or disabilities will not qualify for withdrawal of sick leave days from the bank. An exception to this rule may be considered if the short-term illness is a reoccurrence of a previous long-term disability or illness.
  - f. Only those employees who have donated a sick leave day are eligible to withdraw sick leave days from the bank during that year. The maximum number of days that can be withdrawn for any one illness/disability is 45 days per incident. At no point can an employee use days from the sick leave bank if he/she is eligible and drawing long-term disability.
8. Sick leave days left in the bank at the end of the year will be carried over and

accumulated to the next year. Individual eligibility will not carry over to the next year.

## **SECTION 9. JURY DUTY and other JUDICIAL PROCEEDINGS LEAVES**

### **9.01 Jury Duty and other Judicial Proceedings**

A non-accumulative paid leave for as much time as is required will be provided to a teacher to serve on a jury or any judicial or quasi-judicial administrative tribunal as concerns employment related matters, including arbitration or fact-finding proceedings for which he or she is summoned by the court when such duty occurs during the teacher's work hours. No paid leave will be provided for jury duty or any judicial proceeding that occurs outside of the teacher's regular work hours or work days.

All such leaves are subject to the approval of the teacher's immediate supervisor, who may request documentation of the dates/times of the proceedings.

### **9.02 Notice**

A teacher must notify his or her immediate supervisor as soon as notice of jury duty or any judicial or quasi-judicial administrative tribunal as concerns employment related matters, including arbitration or fact-finding proceedings is received.

The teacher must notify his or her immediate supervisor immediately upon termination of jury duty, when temporarily relieved of jury duty, or upon termination of other judicial proceedings.

A teacher is expected to return to work as soon as possible after jury duty is completed.

### **9.03 Payment for Time Out on Jury Duty or Other Judicial Proceedings**

#### A. Jury Duty

A teacher who is unable to report for work because of jury duty will be paid the hours he or she is regularly scheduled to work. The teacher shall submit a copy of the order to appear for jury duty to the District Office as verification of attendance.

The teacher will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, etc.) or loss of any salary adjustment to which the teacher is entitled. The time required for any teacher to serve on jury duty will not be deducted from sick leave or personal leave the teacher has earned or will earn in the future.

#### B: Other Judicial Proceedings

A teacher who is unable to report for work because of any judicial or quasi-judicial administrative tribunal as concerns employment related matters, including arbitration or fact-finding proceedings will be paid the hours he or she is regularly scheduled to work. The teacher shall submit a copy of the order to appear for legal proceedings to the District Office as verification of attendance. The teacher will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance,

etc.) or loss of any salary adjustment to which the teacher is entitled. The time required for any teacher to serve at another judicial proceeding will not be deducted from sick leave or personal leave time the teacher has earned or will earn in the future.

## **SECTION 10. BEREAVEMENT LEAVE**

### **10.01 Bereavement Leave for a Death in the Immediate Family**

In the event of death in a teacher's immediate family, the teacher shall be allowed three (3) regularly scheduled consecutive school days per occurrence.

Teachers shall request bereavement from their building principal or immediate supervisor or his/her designee using the District's reporting procedures as soon as reasonably possible.

At the discretion of his/her immediate supervisor, when necessary for travel, a teacher may be granted up to two (2) additional consecutive days of bereavement leave which said teacher may charge against any other leave entitlement.

Immediate family includes the spouse, domestic partner<sup>2</sup>, parent, child, sibling, or grandparent of either the teacher or his/her spouse.<sup>1</sup>

### **10.02 Bereavement Leave for a Death of an Individual Outside of the Immediate Family**

Teachers shall be granted one (1) day with pay per occurrence to attend funerals of a niece, nephew, aunt, uncle, and/or cousin of either the teacher or his/her spouse and other individuals residing in the teacher's household.

Board will advise administrators to make every reasonable effort to allow requesting teachers' time to attend the funeral of a fellow teacher in the Monona Grove system.

### **10.03 Additional Bereavement Leave**

In extenuating circumstances, whether the request falls under Section 10.01 or 10.02, additional bereavement leave days may be granted by the Superintendent or his/her designee. Paid leave for additional bereavement days shall be deducted from another leave entitlement. Unpaid leave may be granted at the discretion of the Superintendent.

### **10.04 Bereavement Leave Increments**

Bereavement leave may be allowed in increments of one (1) hour.

## **SECTION 11. PERSONAL LEAVE**

### **11.01 Personal Leave Overview**

Teachers shall be allocated two (2) non-cumulative personal leave days at the beginning of each school year. Any teacher who does not complete the school

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<sup>2</sup> As defined by Wis. Stats. 770.01 and ETF Health Insurance affidavit



year shall have his/her personal leave days prorated based upon the portion of the school year he/she has completed when he/she separates from employment. Additional personal leave may be granted at the discretion of the Superintendent. Personal leave may be taken in one- hour increments, except when an external substitute is needed, in which case, personal leave shall be used in half-day or full-day increments.

Teachers shall request leave through the District’s reporting procedures, at least two (2) days in advance of the requested absence, except in the case of an emergency.

### **11.02 Personal Leave Restrictions**

- A. Personal leave may not be taken for reasons to extend a school break, such as on days immediately before or after holidays or vacation periods, or on in-service days. The Superintendent may waive these restrictions at his/her discretion.
- B. No more than the following number of teachers from each building indicated below may use personal leave on any given day:
  - A. Winnequah School 3 teachers
  - B. Taylor Prairie School 2 teachers
  - C. Cottage Grove School 2 teachers
  - D. Granite Ridge School 2 teachers
  - E. Glacial Drumlin School 4 teachers
  - F. Monona Grove High School 4 teachers

### **11.03 Unused Personal Leave**

Teachers who have unused personal leave at the end of the school year shall be compensated \$20 per hour (\$150 per day) of unused personal leave. Teachers who leave the District prior to the end of the school year shall not be eligible for any unused personal leave pay out.

## **SECTION 12. UNIFORMED SERVICES LEAVE**

### **12.01 Uniformed Services Leave of Absence**

Teachers 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 Length of Service during Uniformed Services Leave**

Teachers shall continue to accrue length of service for wage/salary

increments, if applicable, and all other purposes where length of service is a factor. The teacher'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).

### **12.03 Request for Uniformed Services Leave**

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

### **12.04 Calculation of Payment for Members of the Military**

Teachers, performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be allowed the difference between their regular basic pay and the pay they receive from the government. Evidence of payment from the government must be presented to the District office so proper computation can be made for district payment for the pay period covered by the leave.

## **SECTION 13. FAMILY AND MEDICAL LEAVE (FMLA)**

In accordance with Federal and State law, the Board of Education will provide family and medical leave to professional staff. The Board's Family and Medical Leave Act policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") and the Wisconsin Family and Medical Leave Act ("WFMLA"). To the extent that this policy is ambiguous or conflicts with the FMLA or the WFMLA, the FMLA and the WFMLA will govern.

Family and medical leave taken under this policy may be covered by Federal law, State law, or both. When leave taken by a staff member under this policy is governed by both Federal and State law, the more generous provision will control in the event of a conflict. However, when leaves are governed by State or Federal law, but not both, the applicable law will control under this policy. In this regard, you should note that certain leaves may be covered by both State and Federal law for only a portion of the leave. To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the Board's other

policies will run concurrently (at the same time).

For additional information regarding FMLA, refer to Board Policy 3430.01 Family and Medical Leave of Absence.

## **SECTION 14. RELIGIOUS HOLIDAY LEAVE**

Teachers shall be eligible for two (2) days of non-accumulative religious holiday leave per school year to be deducted from sick leave or personal leave for the purpose of observing religious holidays, provided observance prevents the teacher from working on said day(s). A request for absence for the purpose of observing religious holidays shall be made in writing to the Superintendent, or his/her designee, at least five (5) school days prior to the requested absence.

## **SECTION 15. CHILD REARING LEAVE**

- A. Application Procedures: The teacher shall make written application for an unpaid child rearing leave to the Superintendent at least 30 days in advance unless the teacher is unable to provide such notice due to medical reasons, or in the case of an adoption, the teacher is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the Superintendent and shall be granted or denied in his/her sole discretion, taking into consideration the continuity and integrity of classroom instruction.
- B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited as follows:
1. Child born or adopted during the summer vacation – the following two semesters.
  2. Child born or adopted during the first semester – the balance of that semester plus the second semester.
  3. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.

Shorter leave and/or an early return from the leave shall only be upon the mutual agreement of the teacher and the Board. The superintendent, at his/her discretion, may grant additional leave beyond the timelines outlined above.

- C. Benefits during the unpaid child rearing leave:
1. The child rearing leave is an unpaid leave.
  2. During the unpaid child rearing leave, the teacher may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the first of the month, the teacher's insurance coverage shall be terminated.

3. During the unpaid child rearing leave, the teacher shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.
- D. Return from the Unpaid Child Rearing Leave: The teacher shall notify the Superintendent or his/her designee of the teacher's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the teacher does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the teacher may be returned to his or her former position, if available. If the former position is not available as determined by the District, the teacher shall be returned to a position equivalent in terms of percentage of contract unless the teacher's percentage of contract was reduced or increased due to nonrenewal and/or layoff, whichever is applicable.
  - E. Interaction with family and medical leave provisions: Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.

## **SECTION 16. UNPAID LEAVE OF ABSENCE – FOR OTHER THAN MEDICAL AND CHILD REARING REASONS**

- A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least 60 days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the Superintendent and shall be granted or denied in his/her sole discretion, taking into consideration the continuity and integrity of classroom instruction. The unpaid leave of absence shall not exceed one (1) calendar year.
- B. Benefits during Leave:
  1. Length of service and other benefits shall not accrue during such leave.
  2. The teacher may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the teacher's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the teacher's insurance coverage shall be terminated.
  3. During the unpaid leave, the teacher shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
- C. Placement upon Return from Leave: The teacher shall notify the Superintendent or his/her designee of the teacher's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the teacher does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the teacher may be returned to his or her former position, if available.

If the former position is not available as determined by the District, the teacher shall be returned to a position equivalent in terms of percentage of contract unless the teacher's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

### **16.1 Short-Term Unpaid Leave**

Teachers who have exhausted their paid leave time may request unpaid leave. Unpaid leave shall be granted at the discretion of the teacher's immediate supervisor. A teacher who uses unpaid leave shall not receive pay on the day(s) of the unpaid leave and shall also be responsible for the cost of his/her benefits on said day(s). The Superintendent may waive the required reimbursement for benefits at his/her discretion. Teachers who use unpaid leave for absences related to COVID-19 shall not be responsible for the cost of his/her benefits on said day(s).

## **SECTION 17. BENEFITS AND INSURANCE**

For purposes of this section, hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc.

### **17.01 Cafeteria Plan/Flexible Spending Account**

The District will provide a cafeteria plan/flexible spending account [FSA] under applicable sections of the Internal Revenue Code (§ 105, § 106, § 125 and § 129) to permit teachers to reduce their salary and contribute to an FSA to cover the following expenses:

- A. Payment of insurance premium amounts;
- B. Permitted medical expenses not covered by the insurance plan;
- C. Dependent care costs.

Payments and the designation of amounts to be contributed to the teacher's account will be subject to the procedures, rules and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections (§ 105, § 106, § 125 and § 129).

### **17.02 Dental Insurance**

The Board shall provide dental insurance to eligible teachers who meet the dental insurer's eligibility requirements. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

- A. Eligibility.
  - 1. Minimum Hours for Any Board Contribution:

a. Teachers hired before July 1, 2019:

A teacher whose individual contract has an assignment of at least fifty percent (50%) of full-time equivalency (FTE) is eligible to participate in the District's dental insurance.

b. Teachers hired on or after July 1, 2019:

A teacher whose individual contract has an assignment of at least eighty percent (80%) FTE is eligible to participate in the District's dental insurance.

2. Pro-ration of District Contributions:

a. Teachers hired before July 1, 2019:

A teacher whose individual contract has an assignment of at least fifty percent (50%), not to exceed seventy-five percent (75%) FTE shall receive a prorated District contribution based on the percentage of the FTE. A teacher whose individual contract has an assignment of seventy-six percent (76%) to one-hundred percent (100%) FTE shall receive full District contribution of the premium.

b. Teachers hired on or after July 1, 2019:

A teacher whose individual contract has an assignment of eighty percent (80%) to one-hundred percent (100%) FTE shall receive full District contribution of the premium.

3. Both Spouses Employed by the District: If spouses are employed by the District and are both eligible for insurance, the employees shall be eligible for one family plan or two single plans. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated teacher whose spouse does not work for the District. At least one teacher must be employed at seventy-six percent (76%) if hired before July 1, 2019, or at eighty percent (80%) if hired on or after July 1, 2019, in order to qualify for a full employer contribution. As such, the following options exist for such spouses:

- a. Coverage under one family plan; or
- b. Two single plans

B. Commencement and Termination of Benefits. Coverage will commence on the first day of the month following the teacher's completion of enrollment requirements, which are due within thirty (30) days of the teacher's start date. The insurance benefits described in this *Handbook* and in the individual contract terminate according to the following schedule:

1. If a teacher resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If a teacher resigns, is non-renewed, or is terminated and has

completed the school year, his/her insurance benefits shall terminate as of August 31.

C. Premium Contributions:

Rate information detailing the District and employee contributions for dental insurance may be found on the District website under Staff Resources > Benefits > Dental Insurance.

D. Job Sharing Teachers:

Job sharing teachers shall receive prorated insurances. Dental insurance benefits may be split in any manner agreed upon by the job sharing teachers that is allowable by the insurance carrier so long as the total cost to the District for the two job sharers does not exceed the cost of such insurance(s) for a full-time teacher electing full family benefits. Where job sharers do not agree on how to allocate their dental insurance benefits, the District's share(s) of the cost of such benefits shall be prorated on the basis of the percentage of time each job sharer works (percentage of contract), not to exceed 100% of the cost to the District of a teacher employed on a full-time basis and receiving family coverage.

### **17.03 Health Insurance**

The Board shall provide health insurance to eligible teachers who meet the health insurance carrier's eligibility requirements. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility.

1. Minimum Hours for Any Board Contribution:

a. Teachers hired before July 1, 2019:

A teacher whose individual contract has an assignment of at least fifty percent (50%) of full-time equivalency (FTE) is eligible to participate in the District's health insurance.

b. Teachers hired on or after July 1, 2019:

A teacher whose individual contract has an assignment of at least eighty percent (80%) FTE is eligible to participate in the District's health insurance.

2. Job Sharing Teachers:

Job sharing teachers shall receive prorated insurances. Health insurance benefits may be split in any manner agreed upon by the job sharing teachers that is allowable by the insurance carrier so long as the total cost to the District for the two job sharers does not exceed the cost of such insurance(s) for a full-time teacher electing full family benefits. Where job sharers do not agree on how to allocate their health insurance benefits, the District's share(s) of the cost of such benefits shall be prorated on the basis of the percentage of time each job sharer works

(percentage of contract), not to exceed 100% of the cost to the District of a teacher employed on a full-time basis and receiving family coverage.

3. Both Spouses Employed by the District: If spouses are employed by the District and are both eligible for insurance, the teachers shall be eligible for one family plan or two single plans. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated teacher whose spouse does not work for the District. At least one teacher must be employed at seventy-six percent (76%) if hired before July 1, 2019, or at least eighty percent (80%) if hired on or after July 1, 2019, in order to qualify for a full employer contribution.
- B. Commencement and Termination of Benefits. Coverage will commence on the first day of the month following the teacher's completion of enrollment requirements, which are due within thirty (30) days of the teacher's start date. The insurance benefits described in this *Handbook* and in the individual contract terminate according to the following schedule:
1. If a teacher resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
  2. If a teacher who resigns, is non-renewed, or is terminated has completed the school year, his/her insurance benefits shall terminate as of August 31.
- C. Premium Contributions. Rate information detailing the District and employee contributions for health insurance may be found on the District website under Staff Resources > Benefits > Health Insurance.

#### **17.04 Liability Insurance**

The School Board shall carry liability insurance that provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy. Employees may inspect the District's liability insurance policy upon request.

#### **17.05 Life Insurance**

The Board shall make available life insurance to eligible teachers who meet the life insurance carrier's eligibility requirements. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

- A. Eligibility:
1. A teacher who qualifies to participate in the Wisconsin Retirement System per state statute is eligible for life insurance.
  2. Teachers may enroll in life insurance at any time; however after the first thirty (30) days of employment, a health information form will be required with the application and may result in a denial of coverage.
- B. Commencement and Termination of Benefits:  
Coverage will commence on the first day of the month following the date the teacher completes enrollment requirements at least



30 days after the date of hire.

The life insurance contract terminate according to the following schedule:

1. If a teacher resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month following the resignation or termination becomes effective.
  2. If a teacher resigns, or is terminated, or is non-renewed and completes the school year, his/her life insurance benefits shall terminate August 31st.
  3. A teacher may voluntarily terminate life insurance coverage at any time by submitting appropriate written notice to the District Office. Coverage will continue through the end of the month following the notification.
- C. Premium Contributions: Payment of the life insurance premium is the sole responsibility of the teacher. The teacher contribution is automatically deducted from payroll to ensure ongoing coverage.

### **17.06 Long-Term Disability**

The Board shall provide long-term disability insurance to eligible teachers who meet the long-term disability insurance carrier's eligibility requirements. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility:

Minimum Hours for Any Board Contribution: A teacher whose individual contract has an assignment of at least 50% of full time equivalency (713 hours) is eligible to participate in the District's long-term disability insurance.

B. Commencement and Termination of Benefits:

Coverage will commence on the teacher's first day of employment. The District shall automatically enroll the teacher for long-term disability coverage.

The long-term disability insurance benefits described in this *Handbook* and on the individual contract terminate as of the last day worked.

- C. Premium Contributions: The District shall pay eighty percent (80%) of the premium for long-term disability insurance. The teacher shall pay the remaining portion of the premium. The teacher contribution is automatically deducted from payroll to ensure ongoing coverage.

D. Benefits:

The benefits will be equal to ninety percent (90%) of the teacher's monthly wages. Coverage shall begin after the 90<sup>th</sup> consecutive calendar day of disability as determined by the carrier. Termination of benefits will be determined by the carrier as provided in the plan documents.

### **17.07 Short-Term Disability**

The Board shall make available short-term disability insurance to teachers who meet the short-term disability carrier's eligibility requirements. The insurance carrier(s), program(s), and coverage's will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for Any Board Contribution: A teacher whose individual contract has an assignment of at least 50% of full time equivalency (713 hours) is eligible to participate in the District's short-term disability insurance.
2. Teachers may enroll in short-term disability at any time; however after the first thirty (30) days of employment, a health form will be required along with the application and may result in a denial of coverage.

B. Commencement and Termination of Benefits.

Coverage will commence on the first day of employment or on the first of the month following the carrier's approval of the teacher's application. The short-term disability insurance benefits described in this *Handbook* and on the individual contract terminate as of the last day worked.

1. A teacher may voluntarily terminate short-term disability coverage at any time by notifying the District Office in writing. Coverage will continue through the end of the month of notification.

C. Premium Contributions: Payment of the short-term disability premium is the sole responsibility of the teacher. If at any time the teacher does not meet the payment requirements the District will consider the short-term disability coverage to be voluntarily terminated. The teacher contribution is automatically deducted from payroll to ensure ongoing coverage.

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

The Monona Grove Board of Education and the eligible employees shall pay the required retirement contributions per state statute.

## **17.09 Consolidated Omnibus Budget Reconciliation Act (COBRA)**

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers teachers the opportunity to remain on the District's health, dental, FSA and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end. Teachers who are eligible for COBRA will receive notification from the District.

## **SECTION 18. WORK STOPPAGE**

Teachers of the District shall not engage in, assist or support any strike, slowdown, or sanction, or withhold in full or in part any services to the District as a work stoppage. In the event of a violation of this Section, the District may take disciplinary action. See *also*, Board Policy 3531.

## **SECTION 19. NONRENEWAL FOR PERFORMANCE**

### **19.01 Length of Probationary Period for Teachers**

All teachers new to the District shall be considered to be under probation for a period of three (3) years; except, teachers new to the District with at least three (3) years of prior experience shall be considered under probation for a period of two (2) years. A probationary teacher who commences employment prior to December 1 of a school year shall be granted a year of probationary credit.

Teacher absence (after hire date) for sixty (60) school days or more in any one (1) year of the probationary period shall extend such teacher's probation for one (1) additional year.

## **19.02 Standard for Nonrenewal for Probationary and Post-Probationary Teachers**

### A. Probationary Teacher:

1. A probationary teacher may be non-renewed during their probationary period for any reason that is not arbitrary or capricious. Such non-renewal shall not be subject to the grievance procedure provided in Board Policy 3340.
2. Nonrenewal for a probationary teacher shall be subject to the provisions of section 118.22, Wis. Stats., which provides a teacher the right to a private conference with the Board of Education prior to being given written notice of refusal to renew the teacher's contract. A request for such a conference must be made within five (5) days of preliminary notice of nonrenewal.

### B. Post-Probationary Teacher:

1. Nonrenewal of a post-probationary teacher shall be subject to the provisions of section 118.22, Wis. Stats., which provides the right to a teacher to a private conference with the Board of Education prior to being given written notice of refusal to renew the teacher's contract. A request for such a conference must be made within five (5) days of preliminary notice of nonrenewal.
2. A post-probationary teacher who has not been placed on a plan of improvement will not be considered for nonrenewal for performance.  
A post-probationary teacher who has been placed on a plan of improvement during the last five (5) years of his/her employment with the District and who is currently on an improvement plan for a minimum of 90 school days may be non-renewed for performance.  
A post-probationary teacher who has not previously been placed on a plan of improvement during the last five (5) years of his/her employment with the District and who is currently on an improvement plan for a minimum of 180 school days may be non-renewed for performance.

## **SECTION 20. DISCIPLINE AND TERMINATION**

### **20.01 Standard for Discipline and Termination**

A teacher may be disciplined or terminated for "cause". Such discipline or termination shall be subject to the grievance procedure (Section 4) provisions of this *Handbook*. "Cause" 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.

## **20.02 Representation**

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

## **20.03 Disciplinary Materials**

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

## **20.04 Termination of Employment**

The employment relationship between the District and any teacher is terminated:

- A. If the teacher is discharged pursuant to section 1.03, whichever is applicable.
- B. If the teacher quits his/her employment.
- C. If the teacher fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
- D. If the teacher retires.

# **SECTION 21. PROFESSIONAL HOURS/WORKDAY**

## **21.01 Normal Hours of Work**

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 "normal" hours of work for full-time for teachers shall be seven and one-half (7 ½) hours (450 minutes) in length exclusive of a thirty (30) minute duty free lunch period. The actual workday for each building shall be established by the Board.

The District shall make reasonable efforts to constrain the level of work outside the normal workday that is not otherwise compensable at reasonable levels and to equitably distribute such work among the staff.

## **21.02 Traveling Teachers**

Teachers regularly assigned to teaching duties in more than one school building within the City of Monona or within the Village of Cottage Grove shall be provided at least twenty (20) minutes to travel from one school building to the other.

Teachers regularly assigned to teaching duties in school buildings in the City of Monona and the Village of Cottage Grove shall be provided at least thirty (30) minutes to travel from one school building to the other. Such periods of travel shall commence at the end of the class period in one building and end with the

commencement of the ensuing class period in the other building. Travel time shall be included as teaching time. This provision shall be administered with due consideration for weather; traveling conditions; duties related to shared classrooms; student related teacher responsibilities; and any other emergencies that affect the terms herein.

Teachers regularly assigned teaching duties that require them to travel between school buildings shall not be assigned supervision duties.

### **21.03 Administratively Called Meetings**

Faculty meetings: Shall be held as necessary at the call of the building principal. Such meetings will be ended before the end of the "normal workday", except that one (1) faculty meeting each month at each school may be extended by not more than sixty (60) minutes beyond the normal workday. Such extended meetings shall not be scheduled for Fridays. In consideration of the above, the normal workday shall end at the close of the normal pupil day on Fridays, but in no instance less than fifteen (15) minutes before the end of the normal workday.

Teachers are expected to attend faculty meetings. Teachers unable to attend may be excused at the discretion of the building principal. Teachers so excused shall not be disciplined, and shall not suffer any reduction in pay or benefits. Teachers may be required to make up the time involved in said activity.

Other Administratively Called Meetings: The notification and duration provisions described above for faculty meetings do not include nor shall they apply to meetings of individual educational plan (IEP) teams, the preparation of IEP's, parent-teacher meetings, department meetings, continuous improvement meetings, or activities of similar nature, which are normally conducted at other times. Teachers are expected to attend such meetings with reasonable advance notice. In emergencies or cases that require urgent and timely action, advance notice may be waived.

Teachers unable to attend may be excused at the discretion of the building principal. Teachers so excused shall not be disciplined, and shall not suffer any reduction in pay or benefits. Teachers may be required to make up the time involved in said activity.

Individualized Education Plan: Meetings are to be scheduled outside of classroom instructional time of teachers involved whenever possible, including within the school day. Exceptions may be made for extenuating circumstances and must be approved in advance by Building Administrator or his/her designee.

### **21.04 Open House (Back to School Night)**

The District may schedule an Open House or Back to School Night once per year at each school building, beyond the normal workday. Such events shall be scheduled at the building level at a time that reflects attempts to accommodate the mutual convenience of all concerned. Teachers are expected to attend open house. Teachers who are unable to attend open house for extenuating circumstances may be excused at the discretion of the building principal.

### **21.05 Flexible Scheduling during Workweek**

Building principals may adjust the beginning and ending times of the normal workday to conform to the particular circumstances and/or needs of the individual school buildings involved (e.g. district-wide aligned hours on professional development days) as long as the seven and one-half (7 ½) hours workday is maintained. In addition, and with the mutual consent of the affected teacher(s), building principals may adjust the beginning and ending times of the normal workday to conform to the particular circumstances and/or needs of individual teacher(s) involved as long as the seven and one-half (7 ½) hours workday is maintained.

### **21.06 Emergency School Closures**

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

### **21.07 School Calendar**

The school calendar shall be determined by the Board. The calendar shall consist of 190 teacher workdays. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board. The following shall count toward the non-session days: Labor Day, Thanksgiving Day, and Memorial Day.

## **SECTION 22. TEACHER SUPERVISION AND EVALUATION**

Teachers will be supervised and evaluated in compliance with State and Federal law. See *also*, Board Policy 3220 Staff Evaluation.

## **SECTION 23. TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS**

### **23.01 Teacher Assignments, Vacancies and Transfers**

- A. Determination of Assignment: Teachers will be assigned (new assignment or re-assignment), relocated or transferred by the Superintendent and/or his/her designee.

The following criteria may be considered by the Superintendent and/or his/her designee when assigning teaching staff: educational needs of the District, including but not limited to, changing enrollments, instructional requirements, the opening of new buildings, and the wishes of teachers who desire to change their place of employment within the District.

- B. Job Posting: Whenever a position becomes vacant, as determined by the District, or a new position is created, notice of such available position will be posted and communicated via email to all District teachers. In general, teachers will have five (5) days from the date of the posted vacancy to respond. However, on or after August 10, the District may shorten the posting timeline at its discretion due to the proximity to the

start of the school year.

The vacancy also may be posted externally concurrently. The District retains the right to temporarily fill vacant positions at its discretion. The notice shall include the date of posting, the job requirements, and a description of the position available, the anticipated start date and the qualifications required for the position.

C. Assignment Preference Consideration: Teachers may express in writing to the Superintendent and/or his/her designee their preferences regarding: a) school; b) grade level; and/or c) subject. If a teacher wishes to be transferred to another position, application for such transfer shall be made in writing to the Superintendent and/or his/her designee within the timeframe for internal applicants stated in the vacancy posting. Insofar as possible, consideration will be given these requests.

D. Process for Filling Vacancies:  
A qualified internal candidate who applies for a vacant position, prior to the end of the posting period for internal applicants, will be granted an interview for the position. The Superintendent and/or his/her designee retain the right to select the most qualified internal or external applicant for any position. The Superintendent retains the right to determine the job descriptions needed for any vacant position. The Superintendent may consider qualifications that are related to the position and exceed minimum posted qualifications. The Superintendent may fill the position with either an internal or external candidate at his/her sole discretion.

E. Involuntary Transfers

A teacher being considered for involuntarily transfer by the Superintendent and/or his/her designee will be provided the following:

1. A conference with the Superintendent and/or his/her designee.
2. Written notice from the Superintendent and/or his/her designee which will include the reasons for the transfer.

### **23.02 Teacher Absence and Substitutes**

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to submit a request for a substitute through the District's reporting procedures. If possible, such notification should be made the evening prior to the time of absence, or before 5:00 a.m. This will help to provide time for obtaining a substitute teacher.

### **23.03 Job Sharing**

- A. A Post Probationary teacher who wishes to job share during the following school year shall apply for a job share position prior to February 15th. Job share is defined as two teachers holding one job divided on a percentage basis acceptable to each.
- B. If the building principal(s) where the job share position is located approves of a proposed job share arrangement agreeable to the involved teachers, new contracts reflecting the job share arrangement

shall be issued to both teachers. If a Post Probationary teacher wants a job share and can get a temporary teacher, or a probationary teacher as a partner, such arrangement shall not otherwise affect the status of the temporary or probationary teachers involved.

- C. A job share arrangement may be approved on an annual basis. If a job share arrangement for a subsequent school year is discontinued by request of one or both teachers, the Post Probationary teacher(s) involved shall be entitled to resume their former position or a comparable position for which they are certified if such a position is available. Job sharing teachers do not have bumping rights based on their job sharing arrangement. If no such position is available, the job share position will continue for the following school year pending approval of the principal(s). If the principal recommends termination of the job share for a subsequent school year, job sharing teachers shall be entitled to resume their former positions or comparable positions for which they are certified if such positions are available. If no such position is available, a layoff provisions pursuant to Section 25 of this *Handbook* may occur. If the District implements a layoff, job share teachers shall be accorded their earned seniority and shall be subject to layoff on the same terms as teachers who are not in a job sharing arrangement.
- D. Job sharing teachers shall receive prorated salary and fringe benefits, including insurances as set forth in Section 18 of this Handbook.
- E. Job share teachers shall attend all parent-teacher conferences. Job share teachers shall be subject to the Open House (Back to School Night) provisions of this Handbook.
- F. Job share teachers shall attend, on a percentage basis equal to their respective contracts, early dismissals, staff committee work days, faculty meetings, non-session days and in- services that are held during the normal school day. Supervision responsibilities shall be assigned on a percentage basis equal to their respective contracts, or as mutually agreed upon by the job share teachers.
- G. If one of the job share teachers becomes ill or takes childrearing leave or is absent for any other reason, the other job share teacher may be requested to cover for the absent teacher. If he or she does so, the teacher performing such services shall be paid the staff substitute rate for all work days up to ten (10) consecutive working days. If the replacement service exceeds ten (10) consecutive working days, the job share teacher performing such services shall be paid at his or her regular rate on a full-time basis retroactive to the beginning of such consecutive replacement service.

## **SECTION 24.      REDUCTION IN FORCE - POSITIONS & HOURS                           (NON-PERFORMANCE-RELATED NONRENEWAL)**

### **24.01      Reasons for Reduction in Force**

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



## **24.02 Notice of Reduction**

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The nonrenewal notice shall specify the effective date of the nonrenewal, the right to a private conference under § 118.22, Wis. Stats and will refer the teacher to the Reduction in Force provision in this *Handbook*.

## **24.03 Selection for Reduction – Steps**

In the implementation of staff reductions under this section, individual teachers shall be selected for nonrenewal in accordance with the following steps:

- A. Step One - Attrition: Normal attrition resulting from teachers retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reducing staff.
- B. Step Two - Volunteers: Volunteers will be non-renewed first. The District will provide the volunteer(s) with a nonrenewal notice. Requests for volunteers will be sent to teachers within each grade level, departmental and certification area. A teacher who volunteers to be non-renewed under this section will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining teacher in the grade level, department/certification area are qualified to perform the remaining work. Volunteers will be treated as other nonrenewal under this section of the *Handbook*.
- C. Step Three - Selection for Nonrenewal: The Superintendent and/or his/her designee shall select the teacher in the affected grade level, department/certification area for nonrenewal based on the following criteria:
  - Certification/ DPI Licensure including multiple DPI certifications.
  - Experience in the Grade-Level, subject area, and/or Department in the district
  - Length of Service in the Monona Grove School District.
  - Status on an improvement plan under District's evaluation procedure.
  - Professional development, training, including but not limited to, majors or minors in appropriate subjects and curriculum, and other applicable skills.
  - Specific needs of a school's educational programs including curricular and co-curricular programs.
  - Documentation of teacher performance and evaluation

## **24.04 Teacher's Right to Private Board Conference Under § 118.22**

A teacher may file a request for a private conference with the board within five (5) days after receiving the preliminary notice of non-renewal. That conference will be held prior to being given written notice of refusal to renew the teacher's contract.

The hearing before the Board will include evidence related to the four criteria. A majority of the full Board (4 Board members) must affirm or deny the decision. The Board decision will be final.

#### **24.05 Nonrenewal for Reduction in Hours**

Teachers who are not renewed for reduction in hours shall not lose any accrued length of service or sick leave earned. Such not renewed teachers shall be treated as part-time teachers under this *Handbook*.

#### **24.06 Reemployment Process**

- A. Post probationary teachers who have been not renewed due to reduction in force shall be reemployed in inverse order of their nonrenewal for positions that may develop in the level or department for which he/she is qualified by certification and experience, and all benefits to which a teacher was entitled at the time of nonrenewal due to reduction in force shall be restored in full upon re-employment within the recall period.
- B. Post probationary staff members shall retain such right of reemployment for a period of two years after the beginning of the next school year following full or partial nonrenewal due to reduction in force. Probationary teachers shall have no reemployment rights.
- C. It shall be the obligation of the teacher to keep the Board informed as to his/her current address while in his/her reemployment period.
- D. Teachers who are notified in writing of an available position in their level or department must accept the position offered within ten (10) days after receipt of such written notice or be deemed to have forfeited any and all rights to re-employment under this Section.
- E. Teachers who are notified in writing of an available part-time position in their level or department may decline such part-time position without forfeiting their re-employment rights under this Section. Nothing in this Section shall be construed to permit teachers whose teaching contracts are reduced to refuse additional assignments.
- F. Reinstatement of teachers so reemployed will not result in a loss of credit for previous years of service.
- G. Post probationary teachers who have been fully or partially not renewed due to reduction in force may continue group insurance coverage available through the Board during their reemployment periods if such teachers' pay the full premium costs. Failure to forward premium payment to the insurance provider on a previously stipulated schedule will terminate this option.

#### **24.07 Insurance Benefits Following Nonrenewal**

Please see Part I, Section 15, COBRA, subsection 15.11 for a full explanation of insurance continuation options.

#### **24.08 Accrued Benefits during Reemployment Period**

Non-renewed teachers shall suffer no loss of sick leave, or other accrued benefits when rehired. Sick leave days shall not accrue for a teacher during the reemployment period.

## **SECTION 25. PROFESSIONAL COMPENSATION**

The Board of Education will comply with state statutes as to teacher compensation. Teachers will receive individual notices as to their salary prior to the beginning of each school year

### **25.01 Additional Hours for Less than Full Time Teachers**

Teachers who work less than full-time and are required to work above and beyond their contract time shall be paid at their hourly contracted rate of pay. (Full-time teachers are contracted for 1,425 hours per year)

### **25.02 After School Teachers**

Teachers that are performing after school academic teaching/support shall be paid an hourly rate of thirty-two dollars (\$32) per hour.

### **25.03 After School Detention Supervision**

Teachers performing After-School Detention Supervision shall be paid twenty dollars (\$20) per hour.

### **25.04 Bus Supervision**

Teachers performing bus supervision prior to the start of school or at the end of the school day shall be paid twenty dollars (\$20) per hour.

### **25.05 Classroom Moves**

Teachers that are required to move their classrooms, shall be paid two hundred dollars (\$200).

### **25.06 Curriculum Workshop Pay**

Teachers assigned to work on a curriculum project that is outside the terms of the individual teaching contract shall be paid at a rate of thirty-two dollars (\$32) hour. The length of time and maximum number of hours for completion of the project shall be determined by the administration.

### **25.07 Extended Contracts**

Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers shall be compensated for said days at their individual per diem rates. Teachers on extended contracts shall be paid an added 1/190th of their regular teaching salaries, exclusive of additive pay, for each day of extension over the 190-day calendar. The schedule for these additional days shall be determined by the administration and the days may be scheduled in full or partial day increments.

### **25.08 Extended School Year- ESY**

Teachers contracted to perform Extended School Year services (ESY) per individual student IEP's shall be paid an hourly rate of thirty-two dollars (\$32) per hour.

### **25.09 Homebound Teachers**

Teachers assigned to teach homebound students outside the normal school day, shall be paid at a rate of thirty-two dollars (\$32) per hour.

### **25.10 IEP Meetings**

Teachers assigned to attend IEP meetings shall be paid at a rate of sixteen dollars and fifty-cents (\$16.50) per hour.

### **25.11 Jumpstart Teachers**

Teachers contracted to teach Jumpstart shall be paid an hourly rate of thirty-two dollars (\$32) per hour.

### **25.12 Lunchroom Supervision**

Teachers performing lunchroom supervision during their duty free lunch period shall be paid twenty dollars (\$20) per hour.

### **25.13 Meeting/Workshops**

Teachers assigned to attend meetings and workshops beyond their contract time shall be paid at a rate of thirty-two dollars (\$32) per hour.

### **25.14 Mentor Stipend**

Teachers who accept assignment as a mentor to another new teacher that does not qualify for our new teacher mentoring program shall be paid \$500 per school year in which that teacher is mentoring. The assignment of mentor and mentee will be performed by administration.

### **25.145 New Teacher Orientation**

New to the district teachers shall be paid at a rate of thirty-two dollars (\$32) per hour for time required at new teacher orientation.

### **25.15 Overload Teaching Pay**

A teacher, upon the request of the administration, may volunteer to teach an additional class beyond a full teaching load in lieu of supervisory assignment. A teacher teaching an additional class beyond the full teaching load, and in lieu of a supervisory assignment, shall be compensated at the rate of 12.5% of the teacher's regular teaching contract for the school year.

### **25.16 Overtime Program**

Teachers performing duties in the Overtime Program shall be paid twenty dollars (\$20) per hour.

### **25.17 Saturday School**

Teachers performing duties during Saturday School shall be paid twenty dollars (\$20) per hour.

### **25.18 Teachers Subbing for Administrator**

Teachers designated to substitute for the building administrator during his/her workday shall be paid sixteen dollars (\$16) per hour to a maximum of one hundred dollars (\$100) per day.

### **25.19 Teachers Subbing for Teachers**

A teacher may be required to substitute during his/her workday. When required to substitute during planning/preparation time, the teacher shall be reimbursed at a rate of thirty-two dollars (\$32) per hour. Time will be paid by rounding up to the next quarter hour.

### **25.20 Supervision at Non-Athletic Events**

Staff performing supervision duties at non-athletic events such as school dances shall be paid twenty dollars (\$20) per hour.

### **25.21 Supervision at Non-Varsity Athletic Events**

Staff performing supervision duties at non-varsity athletic events shall be paid forty dollars (\$40) per event.

### **25.22 Supervision at Varsity Athletic Events**

Staff performing supervision duties at varsity athletic events shall be paid fifty dollars (\$50) per event.

### **25.23 Summer School Teaching Pay**

Teachers contracted to teach school summer school shall be paid at a rate of thirty-two dollars (\$32) per hour.

### **25.24 Teachers Training Teachers**

Teachers assigned to train other teachers/staff shall be paid fifty dollars (\$50) per hour, not including prep time, if the training is outside the individual teaching contract.

Teachers assigned to train other teachers/staff shall be paid forty dollars (\$40) per hour, not including prep time, if the training is performed within the individual teaching contract.

### **25.25 Teachers Training Parents**

Teachers assigned to train parents shall be paid fifty dollars (\$50) per hour, not including prep time, if the parent training is held outside the individual teaching contract

### **25.26 Event Manager at Athletic Events**

Staff who perform event management duties at athletic events shall be paid \$100 per assignment.

## **SECTION 26. POST-EMPLOYMENT BENEFITS**

The Teacher Retirement Benefit Plan is contained in Appendix A.

## **Appendix A: Teacher Retirement Benefit Plan**

The Monona Grove School District (the District) has established this Teacher Retirement Benefit Plan (the Plan) effective January 1, 2015. The purpose of the Plan is to (a) supplement the retirement benefits accrued by eligible teachers under the Wisconsin Retirement System and (b) reward teachers for service with the District.

The full plan can be found on the district's staff resource page at:  
<https://www.mononagrove.org/staff-resources/benefits>