

SCHOOL DISTRICT OF SOUTH MILWAUKEE

**EMPLOYEE HANDBOOK
APPROVED: AUGUST 7, 2024**

TABLE OF CONTENTS

PART 1: GENERAL INFORMATION

Introduction	1
Handbook Explanation	2
Employee Acknowledgement	3
Strategic Plan	4
Definition of Employees	4
School Calendar	4

PART 2: DISTRICT COMMITMENTS

Bullying and Harassment Free Workplace	5
Equal Opportunity Employment	5
Equal Opportunity Complaints.....	6
Fair Labor Standards Act	7
Family and Medical Leave Act	7
Reasonable Accommodations	8
Safe and Violence Free Workplace	9

PART 3: EMPLOYEE COMMITMENTS – ALL EMPLOYEES

Overview	10
Accident/Incident Reports.....	10
Appropriate Use of District Funds.....	10
Attendance (Daily, Meetings, School Events)	11
Background Check.....	11
Bulletin Boards and Use of District Email	12
Child Abuse Reporting	12
Confidentiality	13
Conflicts of Interest and Conflict Resolution.....	13
Criminal Record Reporting.....	14
District and Personal Property.....	15
Dress Code	15
Drug, Alcohol and Tobacco Free	16
Duty Free Lunch.....	17
Electronic Recording	17
Ethics Code	17
Investigations	17
Licensure/Certification	18
Management Rights	18
Outside Employment	19

Pandemic and Health Emergency Guidelines	19
Personnel Files.....	19
Physical Exam and Fitness for Duty.....	19
Political Activity.....	20
Seclusion and Restraint	20
Staff Interaction with Students	21
Summer Days/Hours.....	22
Teamwork and Service to the Students	22
Tattoos and Piercings.....	23
Technology and Social Media	23
Use of Student Workers	23
Workplace Safety	23
Work Stoppage	25

PART 4: INSURANCE AND BENEFITS – ALL EMPLOYEES

Cafeteria Plan/Flexible Spending Account.....	26
COBRA Law Continuation of District Health Plan Participation	26
Dental Insurance.....	28
Health Insurance.....	30
Liability Insurance	32
Life Insurance	33
Long-Term Disability	33
Short-Term Disability	33
Vision Insurance.....	33
Wisconsin Retirement System (WRS) Contributions	34
Workers' Compensation.....	34

PART 5: PAYROLL AND EXPENSE REIMBURSEMENT – ALL EMPLOYEES

Annualized Payroll Cycle	35
Direct Deposit.....	35
Expense Reimbursement Procedures.....	35
Mileage Reimbursement.....	36
Payroll Dates.....	36
Salary Deferrals – Tax Sheltered Annuities (TSA)	36
Timekeeping Procedures	36

PART 6: LEAVES – ALL EMPLOYEES

Bereavement Leave.....	37
Child Rearing.....	37
Holidays.....	39

Jury Service or Court Leave	40
Military	40
Personal Days	41
School Cancellation Days	42
Sick Leave	42
Special Time Off Requests	45
Unpaid Leave	46
Unpaid Medical Leave.....	46
Vacation Days.....	48

PART 7: GRIEVANCE PROCEDURES – ALL EMPLOYEES

Timelines	49
General Requirements	50
Process	52

PART 8: PROFESSIONAL TEACHING STAFF WITH CONTRACTS UNDER § 118.22, WIS. STATS.

<u>8.01 Professional Hours/Workday</u>	
Normal Hours of Work.....	54
Professional Hours	54
School Calendar.....	55
<u>8.02 Professional Growth</u>	
Duty to Remain Current	55
Mentoring.....	55
Professional Learning Days	56
<u>8.03 Teacher Assignments, Vacancies and Transfers</u>	
Teacher Assignments, Vacancies and Transfers	56
Employee Resignations	56
Teacher Absence and Substitutes.....	57
Summer School Assignments	58
Extended Contracts	58
<u>8.04 Teacher Supervision and Evaluation</u>	
General Provisions	58
<u>8.05 Reduction in Force, Positions and Hours</u>	
Reasons for Reduction in Force	58
Notice of Reduction	59
Selection for Reduction – Steps	59
Reduction in Hours Resulting in Nonrenewal	60
Reemployment	60

Insurance Benefits Following Nonrenewal.....	60
Furloughs.....	60
 <u>8.06 Discipline, Termination and Nonrenewal</u>	
Standard for Nonrenewal for Teachers.....	60
Length of Probationary Period for Teachers	61
Standard for Discipline and Termination for Teachers	61
Representation	61
Disciplinary Materials	62
Termination of Employment.....	62
 <u>8.07 Professional Compensation</u>	
Salary Schedule	62
Initial Salary.....	62
Overload Pay.....	62
Curriculum Planning Projects and Other Projects with Scope of Employment	63
Teacher Leadership Positions	63
Supervision Pay and Assignment.....	63
Substitute Pay	63
Elementary Classroom Teachers.....	64
Traveling Teacher Allowance	64
 <u>8.08 Retirement</u>	
Wisconsin Retirement System (WRS) Contributions	65
Post-Employment Benefits	65
 <u>8.09 Paid Time Off</u>	
Holidays.....	65
Personal Days	65
Sick Days.....	66
Compensatory Time.....	66

PART 9: SALARIED AND HOURLY SUPPORT STAFF

<u>9.01 Hours of Work and Work Schedule</u>	
Letter of Appointment	67
Regular Workday and Starting and Ending Times	67
Regular Workweek	67
Additional Hours and Overtime	67
Compensatory Time Off.....	68
Lunch Period.....	69
Flexible Schedule	69
Attendance at Meetings	69

<u>9.02 Professional Growth</u>	
Duty to Remain Current	69
Professional Learning Days	70
<u>9.03 Assignments, Vacancies and Transfers</u>	
Job Posting	70
Interview and Selection Process.....	70
Involuntary Transfers.....	70
<u>9.04 Supervision and Evaluation</u>	
General Provisions	70
Evaluators.....	71
<u>9.05 Reduction in Force, Positions and Hours</u>	
Reasons for Reduction in Force	71
Notice of Reduction	71
Selection for Reduction – Steps	71
Reduction in Hours	72
Reemployment Period	72
Insurance Benefits Following Reduction in Force.....	72
Furloughs.....	72
<u>9.06 Discipline and Termination</u>	
Length of Probationary Period	73
Standard for Discipline and Termination.....	73
Representation	73
Disciplinary Materials	74
Termination of Employment.....	74
<u>9.07 Wages, Compensation and Expenses</u>	
Wage Schedule – Employee Classifications.....	74
New Employee Wage Schedule Placement.....	74
Out of Classification Pay.....	74
Rate of Pay upon Promotion/Transfer	74
Call-In Pay	75
<u>9.08 Insurances</u>	75
<u>9.09 Retirement</u>	
Wisconsin Retirement System (WRS) Contributions	75
<u>9.10 Paid Time Off</u>	
Holidays.....	75
Personal Days	75
Sick Leave.....	76

Vacation Days.....	76
<u>9.11 Building Substitutes</u>	
Yearly Work Days and Hours	77
Holidays and Paid Time Off	77
<u>9.12 Cleaners</u>	
Yearly Work Days.....	77
Paid Time Off	77
<u>9.13 Custodians</u>	
Yearly Work Days.....	78
Vacation Selection	78
Overtime Procedures.....	78
Call-In Pay	78
Post-Employment Benefits - Custodians	79
<u>9.14 Paraprofessionals</u>	
Yearly Work Days.....	79
Summer School Assignments.....	79
Playground/Lunch/Bus Supervision	79
Post-Employment Benefits – Paraprofessionals	80
<u>9.15 Recreation: Before/After School Care, Fitness Center & Safety Team</u>	
Paid Time Off	80
<u>9.16 School Nutrition Services</u>	
Work Period.....	80
Summer Lunch	80
Uniform Allowance	81
Qualifications.....	81
Certification Incentive	81
<u>9.17 Secretaries</u>	
Yearly Work Days and Hours	81
Summer School Assignments.....	81
Post-Employment Benefits - Secretaries.....	82
Holidays.....	82
<u>9.18 Other Employees</u>	
Other Post-Employment Benefits	82

PART 10: EXTRA-CURRICULAR STAFF

Letter of Assignment	83
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Payments	83
Work Schedule	83
Evaluation.....	83
Volunteers	84
Pay Schedule	84

PART 11: SUBSTITUTE STAFF

Substitute Teachers	85
Substitute Support Staff	85

PART 12: APPENDIX

Appendix A: FMLA Poster.....	87
Appendix B: Extra-Curricular Pay Schedule.....	88

PART 1: GENERAL INFORMATION

1.01 Introduction

Welcome to the School District of South Milwaukee! Whether you are new to SDSM or a long time employee, the School Board extends its appreciation for your commitment to public education and furthering the growth of our students.

The purpose of this *Handbook* is to provide information and guidance that will help employees in understanding what can be expected from the District and what the District expects from employees. The employee handbook describes the professional expectations and necessary conditions for our work together.

The goal for the *Handbook* is to be a valuable tool in understanding how the District works, as well as to serve as a reference guide for answering questions about employment in the District. However, the *Handbook* is not a detailed description of all employment policies. Please be sure to take the time to review the policies on the School Board section of the District's webpage at sdsm.k12.wi.us.

Each employee is responsible for reviewing the *Handbook* and completing the employee acknowledgement page. Please be sure to review the specific School Board policies that are referenced throughout the *Handbook*, including all employment policies. It is each employee's responsibility to read and become familiar with this information and to follow the District's policies and procedures.

Thank you for making the decision to work with the very dedicated and caring staff and students in South Milwaukee!

Sincerely,

Deidre Roemer

Deidre Roemer
Superintendent

Sophia Williams

Sophia Williams
School Board President

1.02 Handbook Explanation

- A. Employees Covered: This *Handbook* is provided as a reference document for the employees of the School District of South Milwaukee.
- B. 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, at any time with or without notice. The language which appears in this *Handbook* is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment. Notwithstanding any provisions of this *Handbook*, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this *Handbook* or individual contract.

In case of a direct conflict between this *Handbook*, rules, regulations or policies of the Board and any specific provisions of an individual contract or collective bargaining agreement, the individual contract or collective bargaining agreement shall control.

This *Employee Handbook* is intended to provide employees with 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 Rules are available in each administrative office to all personnel and are on the District website at sds.k12.wi.us. It is important that each employee is aware of the policies and procedures related to their position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the School Board for the School District of South Milwaukee.

1.03 Employee Acknowledgement for 2024-2025 School Year

(To be signed and returned to the employee's supervisor or Personnel Office.)

I hereby acknowledge that it is my responsibility to access the School District of South Milwaukee *Handbook* in hard copy or online. My signature below indicates that I agree to read the *Handbook* and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in the School Board Policies located on the District webpage. The *Handbook* and the Board Policies Manual can be located in various supervisors' offices and on the District's website at sdsm.k12.wi.us. The *Handbook*, Board Policies Manual, and Administrative Regulations can be found under the heading "policies" in the School Board section of the webpage.

The information in this *Handbook* is subject to change. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this *Handbook*. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes.

I understand that this *Handbook* does not constitute an employment contract or alter my status as an at-will employee unless specifically addressed for those employees covered by Part 8. I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor and the personnel office 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.

My signature on this physical form or via electronic signature, is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the District incurred by me (an example may be a traffic citation for a parking ticket, received as a result of my operation of a District motor vehicle). 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

1.04 Strategic Plan

Our strategic plan includes a goal to improve the employee experience which includes getting feedback from all staff and increasing communication and collaboration with our employees and designated bargaining representatives. We will work together to solve problems and to increase our capacity to make a greater impact on student achievement. To promote and preserve a productive relationship between employee and employer, there will be regular communication and feedback between the employee's union representatives and district and school administration.

Our Mission:

The School District of South Milwaukee acts with a relentless commitment to remove barriers and care for all students so they feel accepted and will learn without exception.

Our Vision:

The South Milwaukee School District, in collaboration with our community, is committed to offering every student genuine opportunities to cultivate curiosity, empathy, and a lifelong love of learning. Our goal is to empower learners to explore their passions, develop essential skills, and build the confidence needed to successfully achieve their aspirations.

1.05 Definition of Employees

Please note that the *Handbook* references the District, Board and administration throughout. The term "District" is used to refer to the school system. Decisions and determinations are deemed to be made by the administration unless specifically stated as a Board decision.

School Board members are not considered employees for purposes of this *Handbook*. School Board members are expected to follow the School Board policies regarding professional expectations and responsibilities.

1.06 School Calendar

The school calendar shall be determined by the Board. The determination of the structure of the days, e.g. instructional, in-service, professional development, workdays, etc. shall be at the discretion of the Board.

The school calendar can be found on the district's website at: sdsm.k12.wi.us.

Part 2: District Commitments

2.01 Bullying and Harassment Free Workplace

The District prohibits harassment and bullying of its employees in any form. The District's policy is to provide a workplace free of (1) verbal or physical harassment concerning an employee's age, race, creed, religion, color, physical or mental disability, marital status, pregnancy, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, citizenship status, political or religious affiliation, physical appearance or attributes use or non-use of lawful products off the employer's premises during non-working hours, or past, present or future status in the uniformed services of the United States (hereinafter referred to as an individual's status as a member of a protected class); and (2) unwelcome sexual advances, requests for sexual favors, and any other conduct or communication constituting sexual harassment as that term is defined by state and federal law.

Harassment and bullying is prohibited in any form. The District strongly disapproves of any form of harassment of its employees by anyone -- internal or external to the District. Further, harassment is strongly disapproved of regardless of whether it occurs within or outside of the District. Appropriate disciplinary action will be taken promptly against any employee engaging in unlawful harassment.

The policy of the District is to investigate thoroughly and remedy any known incidents of harassment. In order to accomplish this, all employees have a responsibility to report any incident of harassment to the attention of their immediate supervisors. Employees who feel aggrieved because of harassment are strongly encouraged to bring the matter to the immediate attention of their supervisors.

An employee who has a complaint of harassment should follow the steps found in Board Policy Rule 512.1. No employee, supervisor or Board member shall attempt to restrain, interfere with, coerce, discriminate or take reprisal action against the complainant or their witnesses during or after the presentation, processing and resolution of a complaint.

Cross Reference: [Policy 512.1 Harassment Policy](#)
 [Rule 512.1 Discrimination and Harassment Complaint Procedures](#)

2.02 Equal Opportunity Employment

The District is committed to provide fair and equal employment opportunities for all District employees and to provide a learning and working environment free of discrimination. Federal and state law prohibits discrimination because of age, race, creed, religion, color, physical or mental disability, marital status, pregnancy, sex, national origin, ancestry, sexual orientation, transgender status, gender identity, arrest record, conviction record, citizenship status, political or religious affiliation, use or non-use of lawful products off the employer's premises during non-working

hours, military service in the U.S. armed forces, a state defense force, the national guard of any state or any other reserve component of the U.S. armed forces, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law, or according to District policy. Discrimination, as defined herein, is strictly prohibited.

Discrimination is defined as any action, policy or practice, including bias, stereotyping and harassment, which is detrimental to a person or group of persons and differentiates or distinguishes among persons, or limits or denies opportunities, privileges, employment, roles or rewards or perpetuates the effect of past discrimination, based on the protected class of the individual or group of individuals.

The District shall periodically examine all policies currently in practice and in the future to ensure that it does not discriminate or is in violation of federal and/or state law.

The District expressly prohibits any form of discrimination. Individuals, who feel these rights have been violated, shall follow the Discrimination and Harassment Complaint Procedure as outlined in Board Policy Rule 512.1. No recipient or other person may intimidate, threaten, coerce, retaliate, or discriminate against any individual for making, filing, or assisting with a complaint.

The District will comply with the Genetic Information Nondiscrimination Act.

Cross Reference: [Policy 512 Equal Employment and Non-Discrimination Rule 512.1 Discrimination and Harassment Complaint Procedures](#)

2.03 Equal Opportunity Complaints

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

Any employee who has reasonable cause to suspect that a student has been sexually harassed or subjected to sexual violence shall immediately report such suspicion to a District Title IX Coordinator. Any employee who observes student-to-student, employee-to-student, or student-to-employee, or other sexual harassment or sexual violence of any form shall take reasonable action to stop the harassment or violence and shall report the incident immediately to a District Title IX Coordinator.

Cross Reference: [Policy 512 Equal Employment and Non-Discrimination Rule 512.1 Discrimination and Harassment Complaint Procedures](#)

2.04 Fair Labor Standards Act

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and receive overtime pay at time and one-half the regular rate of pay for all hours worked over forty (40) hours in a workweek. Employees may not work overtime without specific pre-approval from their supervisor.

All employees paid on an hourly basis are required to record their actual hours of work on their timecard or electronic system, as applicable.

Certain employees are exempt from the minimum wage and overtime pay requirements of the FLSA. Teachers, administrators and other employees that meet the job duties tests and wage requirements are generally considered exempt employees.

Employees are encouraged to promptly report any problems with pay as soon as the employee becomes aware of the issue. If an employee believes that an improper deduction has been made to their salary or that overtime was worked and not paid, the employee should immediately report this information to their direct supervisor or the Director of Personnel, Administrative & Legal Services. Notification of rights under the FLSA can be found where notices to employees and applicants are customarily posted.

Cross Reference: [Policy 521 Overtime](#)

2.05 Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) is a provision created by Federal and State law that provides an unpaid leave from work for specific family and/or medical reasons. The District will conform to both State and Federal FMLA laws, as well as the Wisconsin Bone Marrow and Organ Donation Leave Law.

If you need to be absent from work for your serious health condition, the serious health condition of an eligible family member, birth or adoption of a child, or any other condition that you believe may be eligible for this leave, please contact the Director of Personnel, Administrative and Legal Services as soon as possible. The federal FMLA also provides for periods of leaves to eligible employees for certain qualifying exigencies that arise when an eligible family member is on or called to active duty and to care for a covered service member with a serious illness or injury.

- A. **Notification of Benefits and Leave Rights:** The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf> See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). (Please see poster in Appendix A) Wisconsin FMLA information: <https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd-7983-p.pdf> Information concerning leave rights under Wisconsin Bone Marrow and Organ Donation Leave law will be posted in a conspicuous place where notices are customarily placed.

- B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).
- C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <https://www.dol.gov/whd/forms/WH-381.pdf>
- D. Designation Notice. The District shall "inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).
- E. Employees who do not return from FMLA leave will be responsible to repay all health insurance premiums paid by the district during the time of the unpaid FMLA leave. This section will not apply if the employee remains on leave due to medical necessity or to premiums made during a time of accrued paid leave.

Cross Reference: [Policy 531](#) [Family Medical Leave Act](#)
 [Rule 531](#) [Family and Medical Leave Act Procedures](#)

2.06 Reasonable Accommodations

Reasonable accommodations shall be made for qualified individuals with a disability or a sincerely held religious belief, unless such accommodations would impose an undue hardship on the District.

A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability or sincerely held religious belief to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities, or without the same sincerely held religious belief.

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act should use the following procedure.

Prospective employees

Prospective employees should contact the Director of Personnel, Administrative & Legal Services to discuss reasonable accommodations necessary to apply or interview for the position. The request may be in writing to jsielaaff@sds.k12.wi.us or through a phone call to 414-766-5011.

The administration will determine that the prospective employee meets the minimum qualifications for the position being applied for and will enter into an interactive process to review the accommodation request. An accommodation will be offered and discussed to meet the needs of the applicant that does not provide an undue hardship to the district.

Current employees

Current employees should contact the Director of Personnel, Administrative & Legal Services to discuss a potential reasonable accommodation. After an initial discussion, the employee will be asked to provide appropriate documentation from their medical provider related to the disability. Providers will be specifically told to not send medical records or genetic information.

The administration will then consider whether the impairment substantially limits a person's ability to work or meet job-related requirements. If so, then a potential change or modification will be discussed to allow the employee to perform the essential functions of the position. This conversation will continue until an accommodation is agreed upon that meets the needs of the employee and does not create an undue hardship to the district.

Cross Reference: [Policy 512 Equal Employment and Non-Discrimination](#)
 [Rule 512.1 Discrimination and Harassment Complaint Procedures](#)

2.07 Safe and Violence Free Workplace

The possession, use, sale, or distribution of weapons or look-alike weapons while on District property, in a District-owned vehicle, or at District-sponsored activities or events by any person is strictly prohibited. For purposes of this policy, "weapons" includes but is not limited to mace, pepper spray, ignition devices, martial arts instruments, explosive devices, knives, razors, firearms (loaded or unloaded), facsimile firearms, hunting equipment or any object or substance that could be used to cause bodily harm.

Any person that violates this policy shall be referred to law enforcement officials for prosecution under applicable laws. Employees violating this policy shall be disciplined in accordance with District procedures.

Exceptions to this policy shall be made for employees that are lawfully using a tool that could be considered a weapon, law enforcement and others as allowed by state law.

Cross Reference: [Policy 517 Use and Possession of Weapons](#)
 Handbook Part 3, Workplace Safety

PART 3: EMPLOYEE COMMITMENTS – ALL EMPLOYEES

3.01 Overview

The District expects its employees to commit to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations. The District expects employees to comply with the standards of conduct set out in Board policies, this *Handbook*, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees, including the strategic plan. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

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

3.02 Accident/Incident Reports

All accidents/incidents occurring on District property, school buses, while using a district-owned vehicle, or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident/incident report form must be submitted to the building principal/immediate supervisor within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation section of this Handbook.

Staff members have a duty to report injuries and accidents to parents/guardians in a timely manner.

3.03 Appropriate Use of District Funds

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the Superintendent or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be processed in a manner that gives appropriate consideration to the confidentiality of these matters. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor their area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

Cross Reference: [Policy 519 Ethics / Conflict of Interest](#)

3.04 Attendance (Daily, Meetings, School Events)

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

Employees who are unable to report to work shall follow the applicable procedures for reporting their absence. Any time spent not working during an employee's scheduled day must be accounted for using the appropriate procedure. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time-worked documentation will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including loss of pay or termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment. Excessive absences can lead to disciplinary action, up to and including termination.

Staff members are required to attend all mandatory administratively called meetings. Administratively called meetings will generally occur within the workday but there may be limited occasions where it is necessary to begin a meeting before the time at which the normal workday begins or end later than the end of the normal workday. These meetings will be conducted within a reasonable length of time. Staff members are required to attend all meetings related to the professional responsibility of the position held.

Staff members are encouraged to attend school events. Limited school events may be mandatory for staff attendance (example: elementary spring sing concert for elementary music and classroom teachers). Every effort will be made to inform staff members of these events well in advance of the date.

While in attendance for an assigned schedule, employees may not perform personal childcare while at work. Exceptions may be made for "Take your child to work day" or other limited and unique circumstances.

3.05 Background Check

Background checks will be required for all new employees prior to hire. Background checks may also be required of existing employees on a case by case basis. Knowingly falsifying information shall be sufficient grounds for termination of employment.

Cross Reference: [Policy 522.1 Background Checks and Disclosures](#)

3.06 Bulletin Boards and Use of District Email

Each school shall provide a bulletin board/other area as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. If a collective bargaining unit exists, the Association/Union will be allowed to post items on the bulletin board subject to the restrictions set forth herein. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or School Board members and shall not be in contravention of any District policy or law. District email may also be used as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law

The Building Principal or Superintendent must be provided a copy of all posted material or email that is to be sent to any groups of staff within a building or throughout the District. The Superintendent and/or designee shall be allowed to remove material from the bulletin board(s) and email at their discretion.

All District provided technology (including but not limited to Email, Google apps, other software) is considered property of the District and is a public document that may be subject to disclosure under Open Records Law and may be reviewed by the superintendent or designee at any time. Please review the technology policy for acceptable use of District email.

Cross Reference: [Policy 512 Equal Employment and Non-Discrimination](#)
 [Policy 512.1 Harassment Policy](#)
 [Policy 551 Technology Use](#)
 Handbook Section 3.27, Technology

3.07 Child Abuse Reporting

Any school employee who has seen a child in the course of professional responsibilities (except as provided in Wisconsin Statutes Section 48.981(2m)) and has reasonable cause to suspect that the child has been abused or neglected or who has reason to believe that the child has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report the suspected abuse or neglect to the appropriate agency and in accordance with district procedures. All employees are required to complete training as directed by the District.

Cross Reference: [Policy 513.1 Duty to Report Suspected Child Abuse or Neglect](#)

3.08 Confidentiality

Pupil information that employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board Policy 347. The law and respect for our students require that student issues are only discussed with employees and parents/guardians who need to know the information. Staff members should not discuss or disclose confidential status information (such as special education or multi-lingual status) or personal family information with or in front of other students.

In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator. Any requests to talk with the media as a school district employee should be discussed with the District Communications Coordinator prior to talking with the media. All subpoena requests should be shared with the supervisor and Director of Personnel, Administrative & Legal Services.

Cross Reference: [Policy 347 Student Records](#)
 [Policy 348 Student Personal Information](#)

3.09 Conflicts of Interest and Conflict Resolution

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

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)*.

Employees shall attempt to resolve conflicts, concerns or questions with the appropriate person closest to the concern, conflict or question at the building or department level. If the issue is not resolved with the immediate supervisor, the appropriate district office administrator should be notified, followed by the superintendent.

Cross Reference: [Policy 519 Ethics / Conflicts of Interest](#)

3.10 Criminal Record Reporting

All District employees shall notify their 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, or 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 in a school district or as an educator;
- C. Crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. A misdemeanor or other crime which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community];
- E. A restraining order against the employee for any reason;
or
- F. A misdemeanor or other crime which violates the public trust.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. An offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported immediately if the employee regularly or occasionally 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. An arrest, indictment or conviction of a non-felonious crime shall not be an automatic basis for an adverse employment action. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a non-felonious crime during employment with the District:

- A. The nature of the offense;
- B. The date of the offense;
- C. The nature of the position to which the employee is assigned; and,
- D. The relationship between the offense and the position to which the employee is assigned.

For any employee who is convicted of a felony and has not been pardoned, the District shall have the discretion to terminate that individual's employment or to non-renew their contract.

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

3.11 District and Personal Property

The District may supply an employee with equipment or supplies to assist the employee in performing their job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited to: employee identification badges and the key or key fob for building entry. District equipment specifically approved to be borrowed for short term use should be returned the first work day after project completion in the same condition. Employees will be responsible for lost or damaged items when borrowed, including library materials.

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

Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Personal items not in plain view (ex: items within a purse, wallet, coat, backpack) may not be searched except in limited situations as provided for within state or federal law.

The District does not assume any responsibility for loss, theft or damages to personal property. Employees are encouraged to exercise reasonable care of personal items. The District is not liable for vandalism, theft or any damage to cars parked on school property.

3.12 Dress Code

Uniformed Employees

Some employee groups may be required to wear uniforms (i.e., custodial and kitchen staff). Uniforms provide a professional appearance within the District and save the employee's wardrobe. Employees will be monitored by their supervisor to ensure that the uniform meets District requirements, is clean and in good repair. Appropriate safety gear shall also be worn at all times as deemed necessary.

Non-Uniformed Employees

All District employees work for the public, and the public often judges individuals and the District by appearance. It is important that all staff attire be appropriate for the job and that it conveys a neat, professional and clean image. Appropriate business casual attire should be consistent with professional responsibilities and activities. The mode of dress or grooming should not be disruptive

to the educational environment. Any employee appearing for work whose dress is identified by administration as inappropriate, for any reason, will be asked to leave and return acceptably attired.

Cross Reference: [Policy 515](#) [Dress Code](#)

3.13 Drug, Alcohol and Tobacco Free

The District is committed to maintaining a drug-, alcohol- and tobacco-free working and learning environment for all employees and students. Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug, drug paraphernalia or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while on school-sponsored trips. Employees shall not provide alcohol, drugs of any sort or tobacco to any student regardless of student age. Employees shall not promote or advertise the use of alcohol, drugs or tobacco to students. For purposes of this provision, being under the influence of alcohol includes having a detectable alcohol concentration of 0.02 or higher and also includes any stricter standard established by state or federal law as a prohibited alcohol concentration for particular positions or duties.

Employees shall be required to undergo alcohol and/or drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs.

Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. This prohibition includes look-a-like products including e-cigarettes.

Cannabidiol Oil (CBD Oil) may be brought and taken at work if there is a written statement and appropriate instructions are supplied by the physician. The physician must state that it is required that the employee use the medication during work hours. The physician must state either on the prescription or in the letter, the specific conditions under which the physician should be contacted regarding the condition or reactions of the employee receiving the medication and the medication is in the original container with appropriate dosage information.

The product may not be administered in a manner that, in the opinion of the District or school, would create a disruption to the educational environment or cause exposure of the product to students or other employees.

Cross Reference: [Policy 516](#) [Drug Free Workplace](#)
[Policy 516.1](#) [Tobacco Free Schools](#)

3.14 Duty Free Lunch

Staff members working six (6) or more hours per day are guaranteed a minimum thirty (30) minute unpaid duty-free lunch. Staff members may voluntarily agree to provide a paid duty during the duty free lunch period. Any staff member providing lunch supervision during their duty free lunch period shall receive \$16/hour or an option for teachers to take 1:1 compensation time during specified non-student, non-professional learning days.

3.15 Electronic Recording

Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. virtual/distance learning classes, surveillance videos, extracurricular activities, voicemail recordings.

3.16 Ethics Code

Honesty is a core value in the District. Employees shall act in an honest and truthful manner verbally and on official District documents such as time sheets, job applications, pupil records, etc. The District's ethics policy shall be followed by all employees.

Cross Reference: [Policy 519 Ethics / Conflicts of Interest](#)

3.17 Investigations

Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to their supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below. Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.

Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning (the employee may be required to answer questions for the District investigation but the information could not be used in the criminal investigation). *Garrity v. New Jersey*, 385 U.S. 493 (1967).

Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

3.18 Licensure/Certification

Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in their personnel file. Personnel files can be found in the District office. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. Failure to have a valid teaching license on the first day of school will result in a reduction in salary until the license is obtained. If a valid license is still not obtained after one month's time, the individual may be subject to further discipline up to and including immediate termination. The District will work with teachers who have exceptional circumstances, such as meeting requirements of an emergency license, new certification areas or other unique situations.

3.19 Management Rights

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

- A. To direct all operations of the school system;
- B. To establish and require observance of reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees in positions within the school system;
- D. To suspend, discharge and take other disciplinary action against employees;
- E. To relieve employees from their duties because of lack of work or any other legitimate reason;
- F. To maintain efficiency of school system operations;
- G. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
- H. To introduce new or improved methods or facilities;
- I. To select employees, establish quality standards and evaluate employee performance;
- J. To determine the methods, means and personnel by which school system operations are to be conducted;
- K. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- L. To determine the educational policies of the District;

- M. To contract out for goods and services; and,
- N. To interpret and apply the *Handbook* and policies to particular situations as the District deems appropriate.

3.20 Outside Employment

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

3.21 Pandemic and Health Emergency Guidelines

All employees shall follow all new, revised or temporary district guidelines and rules related to employment in a pandemic or other health emergency. The expectations for employees within the orders, rules, and/or guidelines are considered additions to our Employee Handbook. By acknowledging receipt of the Employee Handbook and your understanding of the expectations contained herein for employees, you are also acknowledging current or future pandemic-related or health related orders, rules, and/or guidelines.

3.22 Personnel Files

The District shall maintain a personnel file for all employees. An employee shall have the right to review the contents of their personnel file in accordance with state law and Board policy.

Cross Reference: [Policy 524 Personnel Records](#)
[Policy 524.1 Personnel Records and Open Records Law](#)

3.23 Physical Exam and Fitness for Duty

Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with Section 118.25 of the Wisconsin Statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.

Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent the limitations imposed by applicable state and federal law. Failure

to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

3.24 Political Activity

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

- A. No school employee shall, (1) in the presence of any student, and/or (2) during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, political topics.
- B. During established hours of employment or while an employee is engaged in their official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a "political purpose" includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.
- C. No 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. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District's policies regarding facilities use by third parties.
- D. No 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.
- E. This section does not apply to the provision of information by school employees in connection with any election, referendum or legislation where authorized by the school board or Superintendent and where consistent with legal limitations on the use of public funds and District resources.

3.25 Seclusion and Restraint

There will be limited times when a student will need to be placed in seclusion or restrained. Wisconsin Statute 118.305 Pupil Restraint and Seclusion prohibits the use of seclusion or physical restraint by school staff except in very limited circumstances where a student's behavior presents

a clear, present, and imminent risk to the physical safety of students or school staff and it is the least restrictive intervention feasible.

If a student is subject to the use of seclusion or restraint by any school staff member, the following must occur:

- The staff member must notify the school principal and all appropriate reports must be completed.
- The parents/guardians must be provided with a copy of the written incident report, including incidents involving law enforcement officers.
- Involved school staff, the principal and pupil services staff shall meet after each incident of seclusion or restraint to discuss the incident.
- If the student subject to the use of seclusion or restraint is a student with an IEP, an IEP team meeting within ten school days of the second time seclusion or restraint of a student with a disability within the same school year

Please note that prone restraint (restraining a student while the student is flat on the ground on their stomach) is expressly prohibited.

The district shall ensure that training is completed for appropriate staff members. The superintendent or designee shall submit a report to the School Board and DPI within the statutory reporting period.

3.26 Staff Interaction with Students

All employees will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Developing relationships with students is a key component of our roles, but those relationships must remain professional. Employees should not discuss personal information (i.e, marital status, salaries, employment concerns, personal relationships) and/or conflicts with colleagues with or in the presence of students. Employees shall always follow the District's technology and social media policies when communicating with students.

Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace. Employees shall follow all school rules, regulations and policies related to interaction with students.

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

Cross Reference: [Policy 513.1 Duty to Report Suspected Child Abuse or Neglect](#)

3.27 Summer Days/Hours

The District will close on Fridays during the summer months. The District is closed to all staff with the exception of custodial staff and staff related to open areas. Areas that will remain open include the fitness center, the recreation department summer fun camp, lunch through the school nutrition department, and limited PAC events.

Vacation days used during this time will be paid out on an hourly basis. The Fourth of July will be paid as the normal scheduled working hours and not as additional hours.

Salaried Staff

Salaried employees will be expected to work the normal total weekly hours during Monday-Thursday, with the option of working remotely on Friday to complete the weekly total.

Hourly Staff

Hourly employees will need to work with the supervising administrator to best determine summer hours. Staff members will have the ability to work up to the maximum number of hours Monday-Thursday that they would have worked during a Monday-Friday work schedule. Staff members may also choose, with administrative approval, to work less than the maximum number of hours per week. This may be different from week to week, with administrative approval. Overtime will only be paid for working more than forty hours per week and must be pre-approved by their immediate supervisor.

3.28 Teamwork and Service to the Students

Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Some important actions are:

- Working collaboratively with co-workers to serve the best interests of students.
- Helping to create a positive, respectful and enjoyable work atmosphere.
- Making use of District technology to effectively communicate with all employees in the District.
- Making use of District technology in order to perform all job functions well.
- Working collaboratively together with colleagues in coplan to coserve roles to best meet the needs of students.

Teamwork is expected and is demonstrated by showing respect, cooperation and leadership at all times. Serving as an effective team member is a key component in accomplishing the District's mission. All staff members should proactively demonstrate the character traits of respect, responsibility, perseverance, honesty and kindness.

3.29 Tattoos and Piercings

Employee will not have visible tattoos, piercings or plugs/ear gauges that are disruptive to the learning environment.

3.30 Technology and Social Media

Employees are encouraged to use District technology to enhance professional responsibilities. Photos of employees taken at school or district sponsored events may appear on district social media pages. All employees are required to adhere to District policies related to technology including not posting pictures of students to personal social media accounts unless the picture is at a public event. Pictures of students should not be stored on personal devices.

Cross Reference: [Policy 551 Technology Use](#)
[Policy 551.1 Social Networking Technology](#)

3.31 Use of Student Workers

Student workers may be assigned to various positions throughout the buildings and grounds. Positions assigned to student workers may be paid or unpaid through various school initiatives or openings. Staff members assigned to work with or supervise student workers shall follow all applicable policies and procedures.

Cross Reference: [Policy 519 Ethics / Conflict of Interest](#)

3.32 Workplace Safety

A. Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:

1. Location of fire alarms;
2. Location of fire extinguishers;
3. Evacuation routes and evacuation procedures including taking student lists upon evacuation; and
4. Whom to notify in case of fire.

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

All staff members are required to exit the building during fire drills or other evacuation times. All teachers and paraprofessionals are required to exit and remain with their students, or provide general supervision of students if not assigned with students at that time.

- B. Notification of Safety and Health Standards: Wisconsin Statute § 101.055 requires the Wisconsin Department of Commerce to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore the employee may request the Wisconsin Department of Commerce to conduct an inspection.

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under this *Handbook* to address the workplace safety issues. The employee may, in their discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See WIS. STAT. § 101.055; Public Employee Safety and Health.

- C. Weapons Prohibition: Firearms and dangerous weapons are prohibited on all property of the District and at all school-sponsored events. The prohibition includes firearms in vehicles on school property. Licensed peace officers who are serving in their official capacities and off-duty City of South Milwaukee police officers are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 119.25, 120.13(1), 941.235, 948.60, 948.605, 948.61.
- D. Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures. Required training related to preparedness shall be completed in a timely manner.
- E. Violent Behavior: 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.
- F. School Violence: Employees are required to contact the South Milwaukee Police Department when there is a belief that there is a severe and imminent threat to the health or safety of a student or school employee or the public.
- G. School Safety: Staff members are responsible for following all school safety procedures. This includes the Standard Response Protocols and not propping open doors at any time.

Additionally, District employees are required to notify the personnel office if they have a restraining order against any individual(s) or feel that any individual(s) may be a threat to the employee's personal safety while at work.

Cross Reference: [Policy 512 Equal Employment and Non-Discrimination](#)
 [Policy 512.1 Harassment Policy](#)
 [Policy 517 Use and Possession of Weapons](#)

3.33 Work Stoppage

Employees of the District shall not engage in, condone, assist or support any strike, slowdown, or sanction, or withhold in full or in part any services to the District. In the event of a violation of this Section, the District may take whatever disciplinary action it deems appropriate, up to and including discharge.

Cross Reference: [Policy 528 Unauthorized Work Stoppages](#)

PART 4: INSURANCE AND BENEFITS – ALL EMPLOYEES

4.01 Cafeteria Plan/Flexible Spending Account

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

- A. Payment of insurance premium amounts (IRC § 106);
- B. Permitted medical expenses not covered by the insurance plan (IRC § 105) to the lawful maximum, and
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

4.02 COBRA Law Continuation of District Health Plan Participation

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

- A. Qualifying Events: An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical and dental), may qualify for continuation coverage if District -sponsored coverage is lost due to the occurrence of any of the following qualifying events:
 - 1. Voluntary or involuntary termination of employment for any reason other than "gross misconduct";
 - 2. Death of the covered employee;
 - 3. Divorce or legal separation from the covered employee;
 - 4. Loss of "dependent child" status;
 - 5. Eligibility for Medicare entitlement;
 - 6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.
- B. Period of COBRA Continuation: In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered

dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.

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

1. The employee's death;
2. Divorce or legal separation;
3. The covered employee becomes eligible for Medicare;
4. A child loses their "dependent child" status.

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

- D. Premium Cost & Payment: The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.

- E. Termination of Coverage: Employee continuation coverage may be terminated automatically if:

1. The employee fails to make a monthly premium payment to the District on time;
2. The employee obtains similar coverage through a different employer;
3. The employee becomes eligible for Medicare and converts to an individual policy;
4. The District terminates its health plan;
5. The employee's guaranteed continuation period expires.

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

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

- F. Disability Extension - If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified

beneficiary from their family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and their family's qualified beneficiaries may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11)-month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from their family is disabled and within the first eighteen (18) months of COBRA continuation coverage. (The cost of COBRA coverage will increase from 100% to 150% of total premium during this additional eleven (11)-month extension period.).

- G. The District will follow any new required, permanent or temporary rules that apply to COBRA for local school districts.

4.03 Dental Insurance

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

A. Eligibility: Administration, Professional Teaching staff

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's dental insurance. For the purposes of employees' eligibility for insurance, full-time equivalency is defined as working eight (8) hours per day. 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 limited to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.

B. Eligibility: Custodians

1. Minimum Hours for Any Board Contribution: An employee whose individual assignment of at least 1800 working hours per year is eligible to participate in the District's dental insurance. Hours worked beyond those in the employee's normal work assignment(s) shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not limited to, the following: extended days, summer work or assignments, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 1800 working hours

per year are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

C. Eligibility: Secretaries

1. Minimum Hours for Any Board Contribution: An employee whose individual assignment of at least 1557 working hours per year is eligible to participate in the District's dental insurance. Hours worked beyond those in the employee's normal work assignment(s) shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not limited to, the following: extended days, summer work or assignments, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 1557 working hours per year are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

D. Eligibility: Others

Employees not listed in Sections 4.03 A, B, C or E shall receive dental insurance on a case by case basis. Such information shall be provided to each employee in the initial letter of appointment.

E. Employees Not Eligible

Employee groups not eligible for dental insurance benefits include cleaners, school nutrition employees and paraprofessionals.

- F. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.

- G. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of the month following the first day of employment. The insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

1. If a contracted employee resigns or is terminated during the term of their individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If a school year employee resigns and has completed the school year, insurance benefits shall terminate as of August 31, or when insurance is available at a new position, whichever is earlier. Employees who are 12 month and all retirees shall have insurance benefits terminated at the end of the last month worked.

4.04 Health Insurance

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

A. Eligibility: Administration, Professional Teaching staff

1. **Minimum Hours for Any Board Contribution:** An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's health insurance. For the purposes of employees' eligibility for insurance, full-time equivalency is defined as working eight (8) hours per day. 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 limited to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. **Cash in Lieu of Health Insurance:** Under the Cafeteria Plan of the District, teachers, custodians, and secretaries who are eligible for but decline coverage through the District's health insurance program shall be offered a monthly cash payment equal to \$400 per month. This payment shall cease when the employee is enrolled in the health insurance program subject to the terms of the plan and consistent with the cafeteria plan and the insurance carrier's enrollment rules.

The District shall offer this option only if it results in the payment of reduced health insurance premiums for the District as a whole.

If both spouses are employed by the District, the couple may not participate in both a family health insurance policy and the cash option under the Cafeteria Plan of the District.

3. **Pro-ration of District Contributions:** An employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.

Part-time teachers between .25 FTE and .49 FTE shall receive a yearly payment of two thousand one hundred dollars (\$2,100) and shall not receive any District-paid health insurance.

Part-time teachers under .25 FTE shall not receive any District-paid health insurance and shall not receive a yearly payment.

B. Eligibility: Custodians

1. **Minimum Hours for Any Board Contribution:** An employee whose school year individual assignment of at least 1800 working hours per year is eligible to

participate in the District's health insurance. Hours worked beyond those in the employee's normal work assignment(s) shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not limited to, the following: extended days, summer work or assignments, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 1800 working hours per year are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Cash in Lieu of Health Insurance: Under the Cafeteria Plan of the District, teachers, custodians, and secretaries who are eligible for but decline coverage through the District's health insurance program shall be offered a monthly cash payment equal to \$400 per month. This payment shall cease when the employee is enrolled in the health insurance program subject to the terms of the plan and consistent with the cafeteria plan and the insurance carrier's enrollment rules.

The District shall offer this option only if it results in the payment of reduced health insurance premiums for the District as a whole.

If both spouses are employed by the District, the couple may not participate in both a family health insurance policy and the cash option under the Cafeteria Plan of the District.

C. Eligibility: Cleaners

1. Minimum Hours for Any Board Contribution: An employee whose individual assignment of at least 1560 (6 hours per day) working hours per year (not including supervisory or other hours) is eligible to participate in the District's health insurance and receive a single health plan. Cleaners are eligible for family insurance plans. The premium difference between the single and family plans is the responsibility of the employee. Employees whose assignments are less than 1560 working hours per year are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

D. Eligibility: School Nutrition Workers

1. Minimum Hours for Any Board Contribution: An employee whose individual assignment of at least 1300 working hours per year is eligible to participate in the District's health insurance and receive a single health plan. School Nutrition staff are eligible for family insurance plans. The premium difference between the single and family plans is the responsibility of the employee. Employees whose assignments are less than 1300 working hours per year are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

E. Eligibility: Paraprofessionals

1. Minimum Hours for Any Board Contribution: An employee whose individual assignment of at least 1080 (6 hours per day) working hours per year (not including supervisory, summer school or other hours) is eligible to participate in the District's

health insurance and receive a single health plan. Paraprofessionals are eligible for family insurance plans. The premium difference between the single and family plans is the responsibility of the employee. Employees whose assignments are less than 1080 working hours per year are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

F. Eligibility: Secretaries

1. Minimum Hours for Any Board Contribution: An employee whose individual assignment of at least 1557 working hours per year is eligible to participate in the District's health insurance. Hours worked beyond those in the employee's normal work assignment(s) shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not limited to, the following: extended days, summer work or assignments, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 1557 working hours per year are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Cash in Lieu of Health Insurance: Under the Cafeteria Plan of the District, teachers, custodians, and secretaries who are eligible for but decline coverage through the District's health insurance program shall be offered a monthly cash payment equal to \$400 per month. This payment shall cease when the employee is enrolled in the health insurance program subject to the terms of the plan and consistent with the cafeteria plan and the insurance carrier's enrollment rules.

The District shall offer this option only if it results in the payment of reduced health insurance premiums for the District as a whole.

If both spouses are employed by the District, the couple may not participate in both a family health insurance policy and the cash option under the Cafeteria Plan of the District.

G. Eligibility: Others

Employees not listed in Sections 4.04 A, B, C, D, E, or F shall receive health insurance on a case by case basis. Such information shall be provided to each employee in the initial letter of appointment.

- H. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.
- I. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of the month following the first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

1. If a contracted employee resigns or is terminated during the term of their individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If a school year employee resigns and has completed the school year, insurance benefits shall terminate as of August 31, or when insurance is available at a new position, whichever is earlier. Employees who are 12 month and all retirees shall have insurance benefits terminated at the end of the last month worked.

4.05 Liability Insurance

Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

4.06 Life Insurance

The Board shall provide life insurance coverage to eligible employees. Nutrition service workers are not eligible employees for this coverage. The District will pay the full cost of the life insurance coverage to the nearest \$1,000 above the individual actual salary.

4.07 Long-Term Disability Insurance

The Board shall provide long-term disability (LTD) insurance to eligible employees. Nutrition service workers are not eligible employees for this coverage. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. If the employee is eligible for health insurance, the employee on LTD may continue participation in the district health insurance plan as a COBRA participant for one year, paying the same monthly contribution as an active employee. After one year, the employee must either return to work or continue the COBRA at full COBRA cost until the remaining COBRA election period is exhausted.

4.08 Short-Term Disability Insurance

Short-term disability insurance will not be provided by the Board. Short-term disability insurance will be available as an employee-purchased benefit. There will be limited open enrollment periods available.

4.09 Vision Insurance

Vision insurance will not be provided by the Board. Vision insurance will be available as an employee-purchased benefit. There will be limited open enrollment periods available.

4.10 Wisconsin Retirement System (WRS) Contributions

The Board shall contribute the employer's share. The employee shall pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution.

4.11 Worker's Compensation

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to their supervisor/building secretary **and** Community Care Insurance by calling 1-833-564-0894. The employee will be put in contact with a medical professional who will document the incident/claim and advise of next steps. The employee is responsible for completing the employee report of incident and the employee's supervisor is responsible for completing the supervisor form. Once all forms are completed, all items must be returned to the district office. In the event of an emergency, the employee shall notify their immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable.

If you are injured at work, the District worker's compensation insurance may cover your medical costs related to your injury and your lost time. The State of Wisconsin mandates a three (3) day wait for workers' compensation payments on lost time (time you have been away from work due to the injury). The employee may use personal accumulated paid time off during these three (3) days. Pay through workers' compensation is payable beginning on the employee's fourth day of missed work due to the injury. One exception to this is if the employee was intentionally injured by a student. The District will pay the employee for the first three days of missed work if the employee was intentionally injured by a student. This will be determined on a case by case basis after a review of any/all documentation of the incident. No other leaves will be applied to the worker's compensation leave, with the exception of FMLA leave. The employee, subject to the rules and regulations of the carrier, may become eligible for long-term disability leave.

Premiums due to the District for health or dental insurance are required to be paid by the employee to the District throughout the duration of the workers' compensation leave.

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

- A. Injuries because of a self-inflicted wound.
- B. Injuries sustained because of an employee's horseplay or fighting initiated by the injured worker.
- C. Injuries sustained while an employee was participating in an off-duty activity.

PART 5: PAYROLL AND EXPENSE REIMBURSEMENT – ALL EMPLOYEES

5.01 Annualized Payroll Cycle

All employees scheduled to work the 2024-25 fiscal year will be placed on the twenty-six (26) payroll cycle. Salaried school year employees will be placed on the twenty-six (26) payroll cycle. Hourly school year employees will be paid bi-weekly during their working year.

5.02 Direct Deposit

All employees shall participate in a direct payroll deposit plan. Direct deposit statements will first be available for viewing on the employee's Skyward account on each payday. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing. Each non-exempt employee shall receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each exempt employee shall receive information on the employee's salary received. In addition to the above, each employee shall have access to electronic records indicating the number of accumulated sick leave days, the number of personal days remaining to the employee's credit, and the number of vacation days taken and the number remaining.

5.03 Expense Reimbursement Procedures

Expenditures incurred by an employee for work related expenses may be reimbursed through the Business Office if the expenditure is preapproved by the employee's supervisor. The reimbursement will be net sales tax because the District is a tax exempt organization; this requirement will only be waived by the Director of Business Services under extenuating circumstances. All requests for reimbursement must be accompanied by receipts and proper documentation.

Employees required, or approved, by the District to attend conferences, seminars, and in-service training sessions shall not receive reimbursement for travel, meals, lodging, or registration unless prior approval is received. The District reimbursement schedule is listed below. Employees will be reimbursed at the following rates, or actual cost, whichever is less.

Breakfast:	\$10.00
Lunch:	\$15.00
Dinner:	\$20.00
Lodging:	The government rate (unless pre-approved for a higher rate)
Registration:	Actual cost of registration

Please note that meals will not be reimbursed if the cost of the meal is included in the registration fee.

5.04 Mileage Reimbursement

The District shall reimburse employees an amount equal to \$0.50 per mile. Mileage reimbursement must be due to an employee required by the District to drive their personal vehicle during the course of performing duties for the District. Teachers and specified other salaried staff members traveling to more than one school with the use of a vehicle, shall receive a yearly stipend of \$300.

Travel with a total of sixty (60) miles or less shall not be reimbursed. Travel with a total of over sixty (60) miles shall receive full mileage reimbursement. Staff members who transport students (or who travel for specific student needs) as a part of their work day or extra-curricular activities shall not be subject to the sixty (60) mile limitation on mileage reimbursement. Forms to be used to report mileage shall be available in the business office. Administrators are not eligible for travel stipends.

5.05 Payroll Dates and Yearly Increases

Payroll dates will occur every other Friday. Payroll dates that fall on a federal holiday will have payroll direct deposits issued the previous day. There may be an adjustment for salaried employees if the calendar includes 27 pay periods.

Employees who are hired during first semester and continuously employed during the first and second semesters will receive a salary increase the following school year and employees hired during the second semester will not receive an increase for the next school year.

5.06 Salary Deferrals – Tax Sheltered Annuities (TSA)

The District will maintain a TSA program without regard to the employee's current contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle").

The District has approved and will maintain a 403(b) Plan Document that includes all the relevant information related to the TSA/403(b) plan.

Deferred Compensation: Employees may defer salary through the Wisconsin Deferred Compensation Plan (457). The plan limitations and salary deferral rights will be those permitted by the TSA unless the Deferred Compensation plan's rules are in conflict, in which case the Deferred Compensation rules shall apply.

5.07 Timekeeping Procedures

Employees shall follow all timekeeping procedures as determined by the administration, including not clocking in prior to entering the workplace and not clocking out once they have left the workplace. Hourly employees are required to accurately and honestly record actual hours worked on timecards or electronic system, as applicable. Failure to follow these procedures may result in disciplinary action.

PART 6: LEAVES – ALL EMPLOYEES

6.01 Bereavement Leave

In the event of death in an employee's immediate family, the employee shall be allowed per occurrence up to five (5) days off work with pay. Immediate family for this section includes the employee's parents, spouse, domestic partner, fiancé, children, and step-relatives of the same relationship as provided herein of the employee and their spouse or domestic partner.

In the event of death in an employee's extended family, the employee shall be allowed per occurrence up to three (3) days off work with pay. Extended family for this section includes the employee's brother, sister, grandchildren, grandparent, and step-relatives of the same relationship as provided herein of the employee and their spouse or domestic partner.

Employees shall be granted up to one (1) day per occurrence to attend funerals of all other relatives and/or close friends of the employee and their spouse or domestic partner, and other individuals residing in the employee's household. Such days shall be deducted from the employee's accumulated sick leave or, if no sick leave is available, taken without pay unless personal leave or vacation time is available.

In extenuating circumstances, additional days may be granted by the Director of Personnel, Administrative and Legal Services or their designee. Such additional days, at the option of the employee, shall be deducted from the employee's accumulated sick leave if the employee wants paid leave.

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

6.02 Child Rearing

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the Director of Personnel, Administrative & Legal Services at least sixty (60) days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee 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 Director of Personnel, Administrative & Legal Services or their designee and shall be granted or denied in their sole discretion in accordance with this *Handbook* and applicable state and federal laws.

- B. Duration of the Unpaid Child Rearing Leave Once the Employee have been Employed for One Full School Year: The maximum length of the leave (after FMLA has been exhausted) shall be limited to an additional four (4) weeks of unpaid childrearing leave.

An early return from the leave shall only be upon the mutual agreement of the employee and the Director of Personnel, Administrative & Legal Services or their designee.

- C. Benefits During the Unpaid Child Rearing Leave:

1. Once the employee has been employed for one year, the first two (2) weeks of childrearing or FMLA for the birth, adoption or foster care of a child, shall be paid at the employee's normal rate of pay without use of any paid time off. District paid childrearing leave may only be applied once per school year. This leave expressly does not extend FMLA or unpaid childrearing time off.
2. Time beyond the two (2) weeks of paid childrearing is an unpaid leave (except as may be applicable during the FMLA portion of the leave).
3. During the unpaid child rearing leave, the employee may continue participation in insurance programs at their own expense subject to approval of the carrier. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
4. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave.

- D. Return from the Unpaid Child Rearing Leave: If the employee does not return after the leave, they will be deemed to have resigned from their position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to their former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or reduction in force, whichever is applicable. Employees will be returned to their former position if the total leave of absence from the position is under 6 months, with very limited exception that would be communicated to the employee.

- 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.

- F. During the period of approved FMLA leave due to the birth or adoption of a child, married couples who are both District employees may transfer accrued sick leave from

one spouse to the second spouse upon written request. All other applicable laws regarding FMLA shall be followed at all times.

6.03 Holidays

A paid holiday is a day off with pay for the number of hours the employee normally works. Paid holidays will be provided to full-time and part-time employees according to the following schedule (unless otherwise provided in an individual contract or this *Handbook*):

A. 12 Month Employees

1. January 1
2. Memorial Day
3. July 4
4. Labor Day
5. Day before Thanksgiving Day
6. Thanksgiving Day
7. Day after Thanksgiving Day
8. December 24
9. December 25
10. December 31

B. Employees working at least 225 days per fiscal year, but less than a full calendar year

1. January 1
2. Memorial Day
3. Labor Day
4. Day before Thanksgiving Day
5. Thanksgiving Day
6. Day after Thanksgiving Day
7. December 31

C. School Year Employees working less than 225 days per fiscal year:

1. January 1
2. Memorial Day
3. Thanksgiving Day

For all hours worked by an hourly paid employee on any of the holidays specified, the employee shall be paid at two (2) times their regular rate of pay.

If any of the holidays listed above fall on a weekend, the administration shall determine the workday to be observed as the holiday.

In order to be eligible for holiday pay, an employee must work the employee's scheduled workdays immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by the Superintendent and/or their designee. Employees on

unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

6.04 Jury Service or Court Leave

Jury Service

A non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury for which they are summoned by the court when such duty occurs during the employee's work hours. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or work days. The district strongly encourages deferment of jury service to a time when students are not in session.

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

An employee who is unable to report for work because of jury duty will be paid the regular hours they are scheduled to work. The employee will send the check received from serving on the jury to the Director of Business Services and/or their designee. Travel reimbursement is not due to the District. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

6.05 Military

Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence 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

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

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

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

Other Benefits During Leave

With respect to any other benefits, the District acknowledges that, to the extent required under USERRA, an employee who is on leave and engaged in covered uniformed service is entitled to such other rights and benefits not determined by seniority as the District generally provides to other employees having similar seniority, status, and pay who are on a leave of absence or furlough under a contract, agreement, policy, practice, or plan in effect at the commencement of such uniformed service or as may be established while such person performs such service. If such non-seniority benefits to which employees on furlough or leave of absence are entitled vary according to the type of leave, an employee who engaged in uniformed service covered by USERRA must be given the most favorable treatment accorded to any comparable form of leave that is applicable. *See* 38 U.S.C. §§4303(2) and 4316(b)(1); 20 C.F.R. §1002.150(b).

Written notice must be provided at least 30 days in advance or as soon as possible after the employee receives orders so the employer can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist's military orders. The request shall be submitted to the Director of Personnel, Administrative & Legal Services or their designee.

6.06 Personal Days

Personal leave may be used by employees. The number of personal days shall be as set forth in the applicable employee section of the *Handbook*.

Personal leave days for teachers shall not be used to extend a holiday, vacation, or school recess period. The personal leave day will not be granted for teachers on a parent-teacher conference day or on a professional development day. Personal leave during these days may be approved on a limited basis at the discretion of the Director of Personnel, Administrative & Legal Services or their designee. Personal leave shall not be used to engage in job actions in South Milwaukee.

If an employee has used more personal days than they have earned at the time the employment relationship is severed, the district may deduct a sum equal to the personal days used, but unearned from any earned but unpaid salary/wages.

Approval of Personal Leave and the Total Number of Employees on Personal Leave

- A. A request in writing, or through the absence management electronic program, to the employee's supervising administrator shall be made as far in advance as possible, normally not less than ten (10) days. Emergencies may delay the submitting of the written statement until the employee returns to work.
- B. The supervising administrator has the right to approve or deny all requests.
- C. The supervising administrator may limit the number of granted personal days on any given day due to supervision or other legitimate concerns.

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

6.07 School Cancellation Days

The superintendent shall close school and/or school activities at their discretion for weather or other emergencies. The District shall have the discretion to require employees to report to school on days when school is closed for students due to non-weather related emergency reasons.

Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils. Teachers shall not receive a deduct in pay for days that the District or building is closed under this section.

Secretarial and professional employees shall have the discretion to report to work or work virtually on days when school is closed due to inclement weather, if the building may be opened safely for non-custodial staff, at the discretion of the superintendent. Food service employees and paraprofessionals are not to report to work on days when school is closed due to inclement weather. Unless otherwise notified, custodians are always required to report to work on days the school is closed for students due to inclement weather.

Hourly employees will be paid only for hours actually worked or for paid time off used. Salaried employees may not have salaries docked per state and federal guidelines. Paraprofessionals will be provided the opportunity for two (2) hours of in person specified work at a professional learning day after the school cancellation day.

Employees will be required to work any day designated as a make-up day by the School Board, which requires teachers to be in attendance. Hourly employees will be paid only for hours actually worked or for paid time off used.

6.08 Sick Leave

School year employees shall be eligible for ten (10) sick days per year. Eleven month employees shall be eligible for eleven (11) sick days per year. Calendar year employees shall be eligible for twelve (12) sick days per year. Hourly employees shall accumulate sick days in hours. Sick leave accumulation is subject to the limitations found below. All sick leave is limited to three (3) days

per medical issue unless FMLA paperwork is approved. Documentation of medical appointments may be required upon request. Sick leave for part-time employees shall be pro-rated.

A. Sick leave shall be paid for any absence from work due to the:

1. Personal illness, injury or serious health condition of the employee.
2. Illness or injury of an employee's child.
3. Serious health condition of a spouse, child, domestic partner or parent.
4. Medical or dental appointments for the employee, spouse, domestic partner and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.

B. Definitions: the following definitions apply under this section:

1. Child: means a natural, adopted, foster or treatment foster child, a child of a domestic partner, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition.
2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse or domestic partner.
3. Spouse: means an employee's legal husband or wife.
4. Domestic Partner: means a relationship between two (2) individuals that satisfies all of the following:
 - a. Each individual is at least eighteen (18) years old and otherwise competent to enter into a contract.
 - b. Neither individual is married to, or in a domestic partnership with, another individual.
 - c. The two (2) individuals are not related by blood in any way that would prohibit marriage under § 765.03, Wis. Stats.
 - d. The two (2) individuals consider themselves to be members of each other's immediate family.
 - e. The two (2) individuals agree to be responsible for each other's basic living expenses.
 - f. The two (2) individuals share a common residence. Two individuals may share a common residence even if any of the following applies:
 - 1). Only one of the individuals has legal ownership of the residence.

- 2). One or both of the individuals have one or more additional residences not shared with the other individual.
- 3). One of the individuals leaves the common residence with the intent to return.

C. Sick Leave Increments: Sick leave may be allowed in increments of .25 hour.

D. Sick Leave Accrual: Salaried employees will accrue all sick leave at the start of the year, even though not all leave has been earned. Hourly employees will accrue sick leave twice a year, with half accrued as of July 1 and half accrued as of January 1. Sick leave is earned at one day per month

If an employee has used more sick leave days than they have earned at the time the employment relationship is severed, the district may deduct a sum equal to the sick leave days used, but unearned from any earned but unpaid salary/wages. Deductions will be based on one (1) day of paid sick leave earned per month of employment to a maximum of twelve (12) days per fiscal year.

E. Sick Leave Accumulation: Sick leave for employees will accumulate for full-time employees to a maximum of ninety (90) days. Employees who have accumulated over ninety (90) days will be required to use the accumulated days until the accumulated number is at ninety (90) days or below before new sick days will be provided.

Sick leave for part-time employees will accumulate to a maximum of ninety (90) workdays. Days for part-time employees are based upon the actual number of hours worked per day of the part-time employee. Employees who have accumulated over ninety (90) days will be required to use the accumulated days until the accumulated number is at ninety (90) days or below before new sick days will be provided.

F. Sick Leave and Long-term or Short-term Disability: In the event an employee becomes eligible for benefits under the District's long term disability insurance program, the employee will no longer receive paid sick leave. Employees may take sick leave at the same time as short term disability.

G. Overused Sick Leave: If an employee leaves the school system prior to the completion of their contract term or the school/calendar year for an individual employee and had used all sick leave, a sum equal to the sick leave days used but not earned would be deducted from the remaining pay. Deductions will be based on one (1) day of paid sick leave earned per month of employment to a maximum of twelve (12) days per contract year.

- H. Reporting Procedure - Doctor's Certificate: Each employee shall be required to inform their supervisor prior to, or within two (2) hours of their normal daily starting time of their need to be absent for one of the reasons stated in Section A above, except in emergencies. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism. A Doctor's Certificate will be required for appointments on days immediately adjacent to a school recess.
- I. Holidays during Sick Leave: In the event that a paid holiday falls within a period when an employee is on sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.

6.09 Special Time Off Requests

Overview

The purpose of this process is to allow flexibility for school year employees to have needed time off during the school year, while balancing the importance of school staff in their roles during student days and professional learning time. This section applies to school year employees only; it does not apply to 12 month employees.

Unpaid Days

School year employees may request up to three (3) full unpaid days every five (5) years. These days may be used to extend a school recess, as limited below, and may be combined with accrued personal days. Requests must be submitted through the approved Google Form, found in the HR News & Notes Information Sheet, or other published document.

Personal or Unpaid Days Next to a School Recess

School year employees may generally not take a personal or unpaid day next to a school recess. The use of a personal day(s) next to a school recess is limited to once every 5 years. These may be requested through the mentioned Google form and limited to the following number of staff members on a first requested, first approved basis:

- 4 elementary staff;
- 2 middle school staff
- 3 high school staff

A school recess is defined as a weekday that is not a teacher work day. Examples include holiday breaks, winter and spring breaks, and the Friday after parent teacher conferences.

Days off under this section will generally not be approved on a professional learning day without extenuating circumstances.

6.10 Unpaid Leave

In general, unpaid leave is not provided to employees except for “once in a lifetime” opportunities. Unpaid leave will not be granted on a regular basis for non-medical reasons.

All requests for unpaid leave of absence, other than emergencies, must be submitted to the District at least ninety (90) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the Director of Personnel, Administrative & Legal Services or their designee and shall be granted or denied in their sole discretion. Late requests may be accepted in cases of emergency or unforeseen circumstances. The unpaid leave of absence shall not exceed one (1) calendar year.

Length of service and other benefits shall not accrue during such leave. For leaves longer than one month, the employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District under COBRA. The continuation of health insurance at the employee’s expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee’s insurance coverage shall be terminated. Please see Part 4, COBRA, for a full explanation of insurance continuation options.

For leaves longer than one month, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

For leaves of twelve (12) weeks or longer, the employee shall notify the Director of Personnel, Administrative & Legal Services or their designee of the employee’s intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice they will be deemed to have resigned from their position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to their former position, if available. If the former position is not available as determined by the District, the employee shall be returned to an open position equivalent in terms of percentage of contract unless the employee’s percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable.

6.11 Unpaid Medical Leave

Unpaid medical leaves of absence are for absences of longer than what the employee is eligible for under state or federal FMLA laws or long-term disability. All requests for a medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the Director of Personnel, Administrative & Legal Services or their designee and shall be granted or denied in their sole discretion.

A physician’s statement attesting to the disability and anticipated duration of the leave may be required. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year.

A. Benefits During Unpaid Leave:

1. Length of service and other benefits shall not accrue during such leave.
2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave.

B. Placement upon Return from Leave: The employee shall notify the Superintendent or their designee of the employee's intent to return to work at least ninety (90) days prior to the expiration of the leave. If the employee does not provide such notice, they will be deemed to have resigned from their position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to their former position, if available. If the former position is not available as determined by the District, the employee may be returned to an available position for which the District determines the employee is qualified, equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

The employee shall be eligible to return to duty from an unpaid medical leave of absence when they are physically able provided:

1. The employee has previously indicated their intent to return to duty following the expiration of the medical leave.
2. The employee provides their physician's certification that they are able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.

C. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, they will be deemed to have resigned their position with the District and waived any and all rights to further employment by the District.

D. Interaction with Family and Medical Leave Provisions And COBRA: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above shall be consistent with any leave(s) provided for under the

Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act. COBRA may also apply during times of unpaid medical leave

6.12 **Vacation Days**

Vacation days shall be as set forth in the applicable employee section of the *Handbook*. Vacation days that are not used will be lost and not paid out, with the exception that 5 days of vacation may be carried over to the next fiscal year.

Overused Vacation Days

If an employee leaves the school system prior to the completion of their contract term or the school/calendar year for an individual employee, and had used all vacation days, a sum equal to the vacation days used but not earned would be deducted from the remaining pay. Deductions will be based on vacation earned equally per month of an employment year.

PART 7: GRIEVANCE PROCEDURE

Employees shall use the following procedure as the exclusive internal method for resolving disputes regarding employee termination, employee discipline or workplace safety issues. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

7.01 Timelines

- A. **Informal Grievance Submission:** The employee must discuss any grievance related to discipline or workplace safety with the employee's immediate supervisor prior to filing a formal written grievance in order to informally resolve the issue. Grievances related to termination may proceed straight to the written grievance step.
- B. **Formal Grievance Submission:** If the grievance is not resolved at the informal level, the employee may file a written grievance within fifteen (15) working days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. "Working day" is defined as any day that the District Business Office is open. The grievance must be in writing.
- C. **Administrative Response:** The Director of Personnel, Administrative & Legal Services (or designee) will meet with the grievant within fifteen (15) working days of receipt of the written grievance. The Administration will provide a written response within five (5) working days of the meeting.
- D. **Impartial Hearing:** If the grievance is not resolved at the formal grievance level, the grievant may file an appeal to the Impartial Hearing Officer by giving written notice to the Director of Personnel, Administrative & Legal Services within ten (10) working days of the Administrative Response. The Administration will work with the Impartial Hearing Officer and grievant to schedule a mutually agreeable hearing date.

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

The hearing shall be closed to the public. Direct testimony of students will not be allowed. Written and notarized statements of students may be submitted and not considered hearsay.

- E. Impartial Hearing Officer Response: The Impartial Hearing Officer shall file a written response within thirty (30) working days of the hearing date.
- F. School Board Review: If the grievance is not resolved at the IHO level, the non-prevailing party may file a request for School Board review within ten (10) working days of receipt of the Impartial Hearing Officer Response. The School Board shall make a decision regarding whether or not a hearing will be held within twenty-five (25) working days of the appeal. A written decision will be made within sixty (60) working days of the filing of the appeal. The School Board's decision is final and may not be appealed.
- G. All timelines may be extended by mutual agreement.

7.02 General Requirements

- A. An employee may only initiate a grievance in writing regarding employee termination, employee discipline or alleged workplace safety issues.
 - 1. The term "employee termination," as used in this section, shall not include the following:
 - a. Layoffs;
 - b. Workforce reduction activities;
 - c. Voluntary termination including, without limitation, quitting or resignation;
 - d. Job abandonment;
 - e. End of employment due to disability;
 - f. Retirement;
 - g. Non-renewal under Wis. Stat. Section 118.22; or,
 - h. Any other cessation of employment not involving involuntary termination, including but not limited to, completion of assignment of a temporary, seasonal, contract, daily assignment, substitute, or replacement employment relationship.
 - 2. The term "employee discipline," shall include any employment action that results in disciplinary suspension without pay, disciplinary reduction in pay or other benefits, or disciplinary demotion.

The term "employee discipline," as used in this section, shall not include the following:

- a. Plans of correction or performance improvement;
- b. Performance evaluations or reviews;
- c. Documentation of employee acts and/or omissions in an employment file;

- d. Oral or written reprimands;
 - e. Administrative suspension with pay;
 - f. Administrative suspension without pay pending investigation of alleged misconduct or nonperformance;
 - g. Non-disciplinary wage, benefit or salary adjustments; or,
 - h. Other non-material employment actions.
- 3. The term "workplace safety" as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.
- B. The written grievance must contain:
 - 1. A statement of the pertinent facts surrounding the nature of grievance.
 - 2. The date the incident occurred.
 - 3. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion.
 - 4. The specific requested remedy; and,
 - 5. Must include the workplace safety rule alleged to have been violated, if applicable.
- C. The Administration's written response to the grievance must contain:
 - 1. A statement of the date the meeting between the Administration and grievant was held.
 - 2. A decision as to whether the grievance is sustained or denied.
 - 3. In the event the grievance is denied, a statement outlining the timeline to appeal the denial.
- D. Impartial Hearing Officer Selection: The Administration shall select the Impartial Hearing Officer (IHO). The IHO shall not be an employee of the district. The IHO may be an employee of another district, a retired school administrator, a lawyer, a professional mediator/arbitrator, or other qualified individual. The cost of the IHO will be the responsibility of the district.
- E. Impartial Hearing Officer Standard of Review: The IHO will adhere to specific guidelines set forth by the District regarding hearing procedures. The standard of review for the IHO will be whether the decision of the Administration was arbitrary or capricious based on the standard required in the Handbook. A decision will not have been arbitrary or capricious if it was made in the best interest of the district.

If the decision was not arbitrary or capricious then the IHO is required to find on behalf of the Administration. The Rules of Evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence.

F. The Impartial Hearing Officer's written recommendation to the grievance must contain:

1. A statement of the pertinent facts surrounding the nature of the grievance.
2. A recommendation as to whether the grievance is sustained or denied, with the rationale for the recommendation.
3. A statement outlining the timeline to appeal the recommendation.
4. The IHO must sustain or deny the decision of the Administration. Authority is not given to modify the decision as made by the Administration. Authority is not given to grant in whole or in part the specific request of the grievant.

G. Appeal to the School Board: The School Board may decide, in each situation, whether it will review the record and make a decision, assign an independent hearing officer to create a recommendation for the School Board's review, or hold a new hearing and make an independent decision. The manner of review is the sole choice of the School Board. All School Board actions throughout this process shall comply with the requirements of Wisconsin's Open Meetings Law.

If the School Board meets with the parties for a hearing to review evidence and hear testimony relating to the grievance, all exhibits must have been either presented at a previous grievance step or must have been provided to the other party at least twenty-four (24) hours prior to the hearing. This review by the School Board will be held in closed session.

H. The School Board's written decision regarding the grievance must contain a decision as to whether the grievance is sustained, denied or modified.

7.03 Process

A. Grievances will be processed per the provided timelines.

1. An employee may advance a grievance to the next step if a response is not provided within the designated timeframes.
2. An employee may not file or advance a grievance outside of the designated timeframes.

3. The Director of Personnel, Administrative & Legal Services may advance a grievance to the next step at the written request of either the employee or the supervisor.
 4. Failure of the employee to adhere to any of the specified timelines within the process shall result in the grievance being denied. Timelines may only be extended through the mutual consent of both parties. The School Board in its discretion may, however, consider an otherwise untimely grievance at the School Board level of the grievance procedure.
- B. Grievance meetings/hearings held during the employee's off-duty hours will not be compensated.
 - C. Any grievant may be represented at all stages of the grievance procedure by a representative of their own choosing.
 - D. Grievances of the same type, and with similar factual situations, may be consolidated at the discretion of the Administration.
 - E. Granting the requested or agreed upon remedy resolves the grievance.
 - F. The decision of the School Board is final and not subject to further review.

PART 8: PROFESSIONAL TEACHING STAFF

8.01 Professional Hours/Workday

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.

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" as well as a duty-free lunch period of at least thirty (30) minutes each day. A 40-hour work week for middle school and high school teachers results in a typical work day equivalent to 7:15 am - 3:45 pm. At the elementary level, the work day is equivalent to 8:00 am - 4:30 pm.

Professional Hours

Education and teaching is a professional occupation. The professional staff is expected to be with students for their supervision and instruction and to be present at those times needed to carry out their professional responsibilities. Professional responsibilities include, but are not limited to time and events such as: all instructional time, grade level/department/building/district meetings, professional development, supervision duties, attending and supporting youth at concerts, some PTO/booster/school events, etc. At times, these requirements may result in work days with more than 8 hours of required time.

Part-time staff members are required to attend 100% of professional development expectations to include professional development, grade level, department, and faculty meetings without additional compensation. Part-time staff members are required to attend 100% of open house time. Part-time teachers are required to work the assigned percentage of FTE for all parent teacher conferences and required record days.

A common expectation for all South Milwaukee staff members is that they may manage their work time; South Milwaukee faculty are committed to students as demonstrated through their completion of classroom responsibilities, duties and work. Teachers are to be available to meet with parents, staff, colleagues, and administration, and participate in meetings or professional responsibilities including contributing to the school community through attending school sponsored events.

South Milwaukee school faculty has the flexibility to not be at work for a defined eight-hour work day. Teachers manage their work time and operate under "professional hours". Teachers are expected to be at their work areas during their assigned duties and teaching assignments and 15 minutes prior to and after the student day, unless excused by their building principal or their designee. Teachers are collectively responsible for overall student learning, safety of students and

their own professional responsibilities. For example, teachers should be in attendance before and after the regular student day for activities such as faculty/department/grade level meetings, IEP meetings, student assistance, etc. Teachers are expected to fulfill their professional responsibilities, including all duties.

Administration will recognize teachers' professional judgment in managing their time as long as professional responsibilities are met. Flexibility in scheduling for child care issues, family or personal business, allows teachers to adjust their schedules, as long as arrangements are made to attend meetings and fulfill professional responsibilities. Teachers may leave early or arrive late occasionally due to an appointment, or complete an errand during a prep period, without logging time away as long as instructional time or other work duties are not missed (but must inform the office as a professional courtesy). Misuse of professional hours will result in disciplinary action.

School Calendar

The school calendar shall be determined by the Board. The calendar shall consist of one hundred ninety (190) teacher days. The determination of the structure of the days, e.g. instructional, professional development, holiday, workdays, etc., shall be at the discretion of the Board.

8.02 Professional Growth

Duty to Remain Current

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

Mentoring

All new teachers to the District will be placed into the District's mentoring program. All aspects of the mentoring program, including attendance at meetings, is expected of new teachers to the District as well as active mentors.

Professional Learning Days

The District recognizes the importance of staff development that is designed to enhance professional knowledge, skills and dispositions to meet job responsibilities and positively impact the achievement of the District's mission. Therefore, all teachers are required to attend all professional learning days of the District. Part-time teachers shall attend all meetings without additional compensation or time off. Personal days and pre-scheduled sick days shall not be granted on professional development days without unique and unavoidable cause. If a staff member misses professional learning time due to an unavoidable cause, it is the staff member's responsibility to ensure they receive the professional learning information through communication with administration and/or collaborative teacher teams.

Teachers must be present for the complete professional development day and may not leave early for extra-curricular activities. Coaches may leave early for game day timelines.

8.03 Teacher Assignments, Vacancies and Transfers

Teacher Assignments, Vacancies and Transfers

Teachers may be assigned or transferred by the Superintendent and/or their designee.

Teachers in the District are free to request transfers. The right of transfer remains as a function of the District. The District will make every effort to relocate teachers at their request whenever possible, but at the same time, seek to maintain a balanced staff.

The District retains the right to fill, select, assign and hire staff at its discretion and to determine the qualifications and job descriptions for any positions.

Employees should refer to the Internal Transfer Process document for more information.

Employee Resignations

- A. The teacher's individual contract shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:
 1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher should provide such notice at least ninety (90) calendar days prior to the date the employee desires the severance to occur.
 2. It is agreed that liquidated damages are due to the District as follows:
 - a. Five hundred dollars (\$500) if the employee's resignation is provided after June 15, but before July 1st.

- b. One thousand dollars (\$1,000) if the employee's resignation is provided on or after July 1st, but before August 1st.
 - c. Two thousand dollars (\$2,000) if the employee's resignation is provided on or after August 1st, but before September 1st.
 - d. Three thousand dollars (\$3,000) if the employee's resignation is provided on or after September 1st.
 3. Liquidated damages do not apply to teachers who do not return their contracts per the timelines in the Wisconsin Statutes.
 4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation. The resignation will not be approved by the School Board prior to this step.
- B. The administration in its discretion may waive the liquidated damages for the following reasons:
1. Employment transfer of spouse;
 2. Illness of employee; or,
 3. Other reasons as specifically approved by the Board.

In the event the District chooses to waive the liquidated damages, the District shall return any damages submitted with the resignation notice to the employee.

- C. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.

In the event said teacher breaches this contract by termination of services during the term hereof, the Board may, at its option, demand to recover from the teacher such amount of liquidated damages as set forth above; provided, however, that this expressed intent to liquidate the uncertain damages and harm to the District is not the exclusive remedy or right of the Board, but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from such a breach by the said teacher.

Teacher Absence and Substitutes

When a teacher is to be absent from school, it is the responsibility of the teacher to record the absence in the designated substitute/absence management system in a timely manner.

Summer School Assignments

When possible, summer school classes should be made known on or before May 1. All current teachers in the District may apply for summer school positions in the same manner as non-District teachers and will generally receive preference over non-District teachers. Employees teaching summer classes shall be paid at an hourly rate and shall not receive contracts.

Summer school pay shall be compensated at the sixty (60) minute hourly rate of \$27.00 for current District teachers and \$25.00 for non-District teachers. There shall be no compensation for preparation time, with the exception of potential first day of mandatory meetings and preparation time. Otherwise, payment is available only for actual student-contact teaching time. Teachers shall not receive holiday pay for the Fourth of July. Teachers shall not receive paid sick leave or paid personal days during summer school.

Extended Contracts

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

8.04 Teacher Supervision and Evaluation

General Provisions

The District views teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members. Every teacher in the District will be supervised and evaluated by an administrator and/or their designee. The evaluation process will be provided to each teacher in the formal evaluation year at the beginning of the applicable school year.

All teachers new to the District will be formally evaluated each year for the first two years of employment. All other teachers will be evaluated at least every three years, with reflective work during the non-formal evaluation years.

8.05 Reduction in Force, Positions and Hours (Formerly Layoff)

Reasons for Reduction in Force

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

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. A nonrenewal shall not be deemed a “termination” under the grievance procedure in this *Handbook*.

Selection for Reduction – Steps

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

- A. Step One - Attrition: Normal attrition resulting from employees 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 all applicable teaching staff. An employee who volunteers to be non-renewed under this section will put their request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District directed nonrenewal under this section of the *Handbook*.
- C. Step Three - Selection for Reduction/Layoff: The District shall select the employee in the affected grade level, department/certification area for nonrenewal.
 - 1. The District shall utilize the following criteria in order of application for determining the employee for nonrenewal:
 - a. Educational Needs of the District: Will be those needs as identified and determined by the District.
 - b. Qualifications as Established by the District: Including, but not limited to specific skills, certification, training, District evaluations, etc.
 - c. Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District. These experiences shall include but not be limited to current and past assignment and practical experience in the area of need.
 - d. Administration Recommendation: Including consideration of the feedback in the employee evaluation system.

Reduction in Hours Resulting in Nonrenewal

Employees who are non-renewed under this section, and such nonrenewal results in a reduction in hours, shall not lose any accrued length of service or sick leave earned as an employee. Reduced in time employees shall be treated as part-time employees under this *Handbook*.

Reemployment

Employees who are non-renewed under this section are eligible for reemployment in the District.

Insurance Benefits Following Nonrenewal

Please see Part 4, COBRA, for a full explanation of insurance continuation options.

Furloughs

A furlough is the placement of an employee, a group of employees, or a classification of employees on a temporary leave without pay for a defined period of time, which may be extended, as determined by Administration. A furlough is not a layoff and typically lasts less than 90 calendar days. A furlough may extend beyond 90 calendar days in extraordinary circumstances. The decision to implement a furlough will be made by the Superintendent or designee after consultation with the School Board. Employees will be given as much advance notice as possible, but not less than seven (7) calendar days prior to implementation of the furlough. Employees will receive written notification of the furlough. Such notice shall include the expected dates of furlough. Furloughed employees may be called back to work prior to the end of the identified furlough period upon written notification of the Superintendent or designee. Failure to return to work if called back will result in a voluntary resignation on the part of the employee.

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

- A. Employees shall not receive their wages or salary but are permitted to apply accrued personal leave (thus receiving compensation). Employees may not use sick days.
- B. Employees are prohibited from working in the same capacity for the District, but may be hired temporarily in another role while furloughed.
- C. Sick leave, personal leave, etc. shall continue to accrue as if the employees were working.
- D. The District shall provide health insurance, dental insurance, etc. at the same level it would if the employees were working.
- E. Employees will be selected first by classification and building or department (as appropriate) then volunteers, then taking into consideration the needs of the District.

8.06 Discipline, Termination and Nonrenewal

Standard for Nonrenewal for Teachers

- A. Probationary Employee: A probationary teacher may be non-renewed during their probationary period for any reason, and such nonrenewal will not be subject to the

grievance procedure of this *Handbook*. Such nonrenewal shall be exclusively subject to the provisions of Wis. Stat. § 118.22. Probationary teachers will receive written prior notice of concern(s) leading to non-renewal decision.

B. Non-Probationary Employee: After completing the probationary period, the procedure for nonrenewal will be as follows:

1. A non-probationary teacher who has not been placed on a plan of assistance under the District's evaluation procedures for two (2) consecutive semesters may only be non-renewed for cause ("cause" is defined below).
2. A non-probationary teacher who has been placed on a plan of assistance under the District's evaluation procedures for two (2) or more consecutive semesters may be non-renewed for reasons that are not arbitrary or capricious.

A nonrenewal shall not be deemed a "termination" under the grievance procedure in this *Handbook*. Such nonrenewal shall be exclusively subject to the provisions of Wis. Stat. § 118.22.

Length of Probationary Period for Teachers

All teachers shall have a two (2) year probationary period.

Standard for Discipline and Termination for Teachers

A teacher may be disciplined or terminated for "cause." Such discipline or termination shall be subject to the grievance procedure 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. The penalty is reasonable: The particular discipline or termination imposed by the District must not be unreasonable. Progressive discipline may be used as appropriate. Progressive discipline is not required. Discipline may begin at any level, including termination, depending on the severity of the offense.

Representation

In the event any employee 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 employee has the right to request representation. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

Disciplinary Materials

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

Termination of Employment

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

- i. If the employee is discharged pursuant to the terms of this *Handbook*.
- ii. If the employee quits their employment verbally, in writing, or through abandonment of the job.
- iii. If the employee 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.
- iv. If the employee retires.
- v. If the employee contract is non-renewed

8.07 Professional Compensation

Salary Schedule

The District has a compensation model for the teaching staff. The compensation model will be provided to teachers on a regular basis.

Initial Salary

The District will assign an initial salary to educators upon hire.

Overload Pay

Teachers who work overloads (as defined below) shall receive an increased salary for that school year only. Overloads shall be paid as described below. Overload pay shall not be considered to be part of base wages.

High School: An overload is defined as class time assigned above the yearly equivalent of five classes per day and a full year sixth assignment. A 45 to 50-minute per day overload will be paid at \$4,400 per semester. Unbalanced schedules are specifically not considered overloads. A modified block schedule is not considered an overload.

Middle School: An overload for non-allied arts classes is defined as class time assigned above the yearly equivalent of four classes and one instruction resource class per day or four extended class periods each day. An overload for an allied arts class is defined as class time assigned above the

yearly equivalent of six classes per day. A 45-minute to 60-minute per day overload will be paid at \$2,200 per quarter. A 65-minute to 80-minute per day overload will be paid at \$2,600 per quarter. Unbalanced schedules are specifically not considered overloads.

Elementary Schools: Overloads are not available at the elementary level.

Curriculum Planning Projects and Other Projects with Scope of Employment

When mutually agreed between the District and a teacher, curriculum development work and staff development work performed outside of the teacher workday shall be compensated at the rate of twenty-seven dollars (\$27.00) per hour.

Teacher Leadership Positions

The District may have teacher leadership positions as determined and designated by administration. Individuals for these positions will be selected by administration from staff members who apply. Teacher leadership stipends are not considered part of the teacher's salary or base wage. Compensation shall be determined by the District. Teachers in leadership positions will be evaluated in the leadership role in addition to the normal evaluation process.

Supervision Pay and Assignment

Pay for compensated supervisory duties and supervision at athletic events will be paid on an hourly basis at the rate of \$16.00/sixty (60) minute hour. Compensation will be paid bi-weekly based on the actual hours worked in the pay period. Before school and after school supervision assignments are typically not compensated and are assigned on a rotating basis.

If enough supervisors do not volunteer for the needed compensated daily positions, the building administrator may assign supervision on a rotating basis.

Substitute Pay

- (1) When a teacher substitutes for another teacher during their preparation time or lunch hour, they shall be compensated at a rate of twenty-five dollars (\$25.00) per hour. Elementary teachers will only receive payment for keeping their own classroom students in lieu of art, library, music or physical education classes.
- (2) When a teacher substitutes for another teacher at any other time during the school day, other than those specified above, they shall receive a pro-rated portion of the current substitute daily rate paid in fifteen (15) minute blocks.
- (3) Teachers shall not be paid for missing preparation time, except as otherwise described in this section. Specifically, teachers will not be paid for missed preparation time due to field trips or other events/activities.

Elementary Classroom Teachers:

The following applies for classroom teachers when the principal assigns additional students from a different class to a classroom teacher due to the absence of a fellow teacher. This section does not apply when students remain at school and are assigned to a teacher in lieu of attending a field trip or other activity.

- A. *Under Three Hours* - If an elementary classroom teacher is absent for less than three (3) hours, no supplementary pay would be provided to another classroom teacher that supervises the students.
- B. *Half Day Absence* - If an elementary classroom teacher is absent for a half-day and:
 - a. If the students of the absent teacher are all assigned to the classroom of another classroom teacher, the classroom teacher accepting the students shall receive \$50 supplementary pay for the half day.
 - b. If the students of the absent teacher are divided between two other classrooms, each of the other classroom teachers shall receive \$25 in supplementary pay for the half day.
- C. *Full Day Absence* - If an elementary classroom teacher is absent for a full day, a substitute teacher is not available, and another classroom teacher(s) agrees to provide instruction to the students:
 - a. If the students of the absent classroom teacher are all assigned to the classroom of another classroom teacher, the classroom teacher accepting the students shall receive \$100 in supplementary pay for the full day.
 - b. If the students of the absent classroom teacher are divided between two other classrooms, each of the other classroom teachers shall receive \$50 in supplementary pay for the full day.
- D. Timecards will be used and must be signed by the principal and include the absent teacher name, the amount of time the teacher provided instruction to additional students and if the students were the entire class or a portion of the class.
- E. Student services, reading, instructional coaches, media specialists, specials teachers (art, music, phy. ed.), and administrators shall not be eligible to receive supplementary pay, except if a scheduled class is cancelled due to teaching in a different classroom. If so, then that teacher will receive pay per this section.

Traveling Teacher Allowance

Teachers traveling to more than one school with the use of a vehicle, shall receive a yearly stipend of \$300. Mileage between schools will not be paid.

This compensation shall be paid through a payroll account and shall be reported as salary in accordance with applicable Internal Revenue Service rules and regulations.

8.08 Retirement

Wisconsin Retirement System (WRS) Contributions

Teachers working at least 880 hours per year are covered under the State of Wisconsin Retirement System (WRS). The Board agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution.

Post-Employment Benefits

Teachers shall receive other post-employment benefits per the plan approved by the School Board on December 11, 2013 and as updated on February 23, 2021. A copy of the plan will be provided to new employees and to all others upon request.

Teachers must meet all eligibility requirements to obtain other post-employment benefits, including age and years of service requirements, prior to obtaining post-employment benefits. Teachers who are at least fifty-five (55) years of age by August 31 in the calendar year of retirement may make application for post-employment benefits to the Superintendent no later than February 1 of the school year immediately prior to that in which the retirement is to be effective.

Teachers are not eligible to obtain district-paid retirement benefits while under investigation for a workplace violation. Terminated employees are also not eligible for district-paid retirement benefits.

8.09 Paid Time Off

Holidays

Please refer to Part 6: Leaves-All Employees.

Personal Days

One (1) day personal leave is granted per year and may be accrued to a maximum of three (3) days. Three (3) days in a year may be used if accrued. Approval or disapproval is given by the supervising administrator in relation to affecting the educational program. Personal leave days are not allowed before or after holidays, recess, or first and last day of the contract year. It is required that ten (10) or more days' notice be given unless an emergency exists.

Employees who do not use the third accrued personal leave day shall have this day added to their personal sick leave days if they are not at the maximum sick leave allowance as specified in this *Handbook*. Employees who are at the maximum sick leave allowance shall receive compensation in the amount of one hundred twenty-five dollars (\$125) by July 31 following the end of the school year if they have not used the third accrued personal leave day.

Sick Days

Please refer to Part 6: Leaves-All Employees. Teachers who do not use any sick days during one contracted year shall receive one (1) personal day to be used the following school year. Teachers may not use this additional personal day to accumulate more than three (3) personal days in any one school year.

Compensatory Time

Non-classroom teacher leaders are eligible to take up to eight (8) days off during the school year for equivalent non-paid time performed leading summer initiatives or performing required duties as approved by the Superintendent or their designee if no other compensation is provided for that time. Summer days required as part of the regular teacher paid assignment do not count toward potential compensatory time off. Teacher leaders must receive approval of the amount of earned compensatory time from the Superintendent or their designee by September 1 of each year. Compensatory time off must be pre-approved by the teacher's immediate supervisor at least ten (10) days in advance of the day off. Approval or disapproval is given by the supervisor in relation to affecting the educational program and professional duties of the teacher leader.

PART 9: SALARIED AND HOURLY SUPPORT STAFF

Salaried and hourly support staff employees include all cleaners, custodians, food service workers, paraprofessionals, recreation department employees, secretarial staff and all other non-union, non-administrative support staff positions (unless specifically identified in a different section of the *Handbook* or letter of appointment).

9.01 Hours of Work and Work Schedule

Letter of Appointment

Each new employee shall be issued a letter of appointment that shall be consistent with, but subservient to, this *Handbook* and Board policy. The letter of appointment shall include relevant employment information.

A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full reduction in force. In the case of a change of assignment the employee shall be provided with at least thirty (30) calendar days' notice of the change of assignment, if practicable, as determined by the administration.

School year employees shall receive a notice of continuing employment on or before the last day in June.

Regular Workday and Starting and Ending Times

A regular full-time workday is eight (8) hours or less, excluding lunch time. Because of different schedule requirements, employee's starting, lunch, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours and lunch periods.

Regular Workweek

A regular work week is forty (40) hours or less. The regular work week is five (5) consecutive days unless the immediate supervisor assigns the employee to a different work schedule. This section shall not be construed as a guarantee or limitation on the number of hours per day or hours in a work week which may be scheduled or required by the District.

Additional Hours and Overtime

This section applies to all support staff defined in this section.

- A. Approval: In order for an employee to work beyond their contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional

cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property.

- B. Assignment: Non-emergency scheduled overtime assignments will be filled using qualified volunteers first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the overtime, the District may assign the work on a rotating basis within the applicable job classification. Emergency overtime assignments shall be assigned at the discretion of the District.
- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.
- D. Working Outside of the Workplace: Hourly employees may not perform District work from home or otherwise perform District work outside of the workplace without prior approval. Nominal time (approximately five minutes per day) may be used to check messages or perform any small task. Time worked beyond nominal time must be pre-approved.

Compensatory Time Off

In lieu of overtime pay, employees may, at their option, choose to receive compensatory time off. Compensatory time off may be taken by mutual agreement between the employer and the employee. One and one-half (1.5) hour of compensatory time off will be granted for each one (1) hour of work above forty (40) hours per week. Time over forty (40) hours per week does not include sick, vacation, holiday or personal leave time.

- A. An agreement must be reached between the employer and the employee in order for compensatory time off to be utilized. 29 C.F.R. 553.23. This agreement may be done through an employer-employee agreement negotiated with the individual employee.
- B. The agreement must be reached and accepted before the employee performs the work compensable as overtime. A record of the agreement must be kept. Agreement must provide for overtime hours to be compensated at a rate of not less than time and one-half for each overtime hour worked.
- C. The employee may accumulate up to forty (40) hours of compensatory time off. Any overtime exceeding forty (40) hours must be paid. The employer, in its sole discretion, may compensate in lieu of accrued compensatory time off at any time. Any unused compensatory time off will be paid out on the last paycheck in June in the fiscal year in which the time was earned.

- D. The District may require that compensatory time off be exhausted before vacation is taken, even if this will result in accrued vacation being forfeited by the employee.
- E. The District may in its discretion deny a request to use compensatory time off if the employee's absence on the day requested would cause an undue disruption to the District's operations (*e.g.*, another member of the department has already requested leave on that day; the District has a special event scheduled such as an open house or parent teacher conferences; the District is unable to find a substitute employee and would be left short-staffed, etc.).
- F. If the District denies a request to use compensatory time off, it may either substitute the leave with cash compensation, or notify the employee of a suitable time in which they may use their earned compensatory time within a reasonable period of time of the original.

Lunch Period

All employees who work six (6) hours or more per day will be entitled to an unpaid half-hour lunch period, which shall be duty free.

Flexible Schedule

An employee may request a change in their weekly work schedule. The request for a change in the employee's weekly work schedule shall be made at least one (1) week in advance of the proposed change, unless circumstances allow for a shorter notice period. The request shall be filed with the employee's immediate supervisor. The immediate supervisor shall have the authority to grant or deny the employee's request in their sole discretion. The scheduling of hours of work under the flexible work schedule is at the sole discretion of the immediate supervisor. All hours of work under a flexible work schedule agreement must be completed within one regular workweek. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime.

Attendance at Meetings

Hourly employees required to attend meetings called or scheduled by the District shall be paid for all hours spent in attendance at such meetings.

9.02 Professional Growth

Duty to Remain Current

All staff shall engage in independent and active efforts to maintain high standards of individual excellence.

Professional Learning Days

The District recognizes the importance of staff development that is designed to enhance professional knowledge, skills and dispositions to meet job responsibilities and positively impact the achievement of the District's mission. Therefore, all staff members are required to attend all professional learning days related to their position in the District. Personal days and sick days shall not be granted on professional learning days without unique and unavoidable cause.

9.03 Assignments, Vacancies and Transfers

Job Posting

When a position becomes vacant or a new position is created, notice of such available position may be posted internally via the electronic job board. The District retains the right to fill vacant positions at its discretion during the posting and selection period. External vacancies will typically be posted on the WECAN website.

Interviews and Selection Process

Employees in the District are free to request transfers. The right of transfer remains as a function of the District. The District will make every effort to relocate employees at their request whenever possible, but at the same time, seek to maintain a balanced staff.

The District retains the right to fill, select, assign and hire staff at its discretion and to determine the qualifications and job descriptions for any positions.

Employees should refer to the Internal Transfer Process document for more information.

Involuntary Transfers

When the District determines that an involuntary transfer of an employee is necessary, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice.

9.04 Supervision and Evaluation

General Provisions

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

Employees shall be evaluated in their first year of employment and at least once every three (3) years thereafter. Employees may be evaluated more often at the discretion of the immediate supervisor.

Each employee shall receive a copy of their evaluation. The employee will be expected to sign their evaluation to acknowledge receipt of the document.

Evaluators

The District shall have the sole right to determine whether or not employees shall be evaluated in any given year and by which supervisory personnel. When a teacher works with an instructional assistant, the teacher may be requested to provide objective input for consideration by the administrator who is evaluating the instructional assistant.

9.05 Reduction in Force, Positions and Hours (Formerly “layoff”)

Reasons for Reduction in Force

In the event the Board determines to reduce the number of positions or the number of hours in any position, the provisions set forth in this section shall apply to individuals specifically identified as having reemployment rights at the time of the reduction in force.

Notice of Reduction

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

Selection for Reduction – Steps

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing layoffs.
- B. Step Two - Volunteers: Volunteers will be reduced first. The District will provide the volunteer(s) with a reduction in force notice. Requests for volunteers will be sent to employees within each job category. An employee who volunteers to be laid off will put their request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the job category are qualified to perform the remaining work.
- C. Step Three - Selection For Reduction/Layoff: The District shall follow the guidelines before to select the employee in the affected job category for layoff or reduction in hours.
 1. Job categories for the purpose of this section shall be defined as:

a. Cleaner	b. Custodian
c. Food Service Worker	d. Paraprofessional
e. Secretary	f. Technical Support

g. Other

2. The District shall utilize the following criteria in order of application for determining the employee for full or partial reduction in hours:

- a. Educational Needs of the District: Will be those needs as identified and determined by the District.
- b. Qualifications as established by the District: Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.
- c. Qualifications of the Remaining Employees in the Affected Job Category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and
- d. Administrative Recommendation

Reduction in Hours

Employees who are reduced in hours shall not lose any benefits they have accrued. Benefits are defined as length of service, sick leave, and vacation earned as an employee. Reduced in time employees shall be treated as part-time employees under this *Handbook*. Any employee who is reduced in hours (partial layoff) may choose to be fully laid off.

Reemployment Period

Employees who are non-renewed under this section are eligible for reemployment in the District.

Insurance Benefits Following Reduction in Force

Please see Part 4, COBRA, for a full explanation of insurance continuation options.

Furloughs

A furlough is the placement of an employee, a group of employees, or a classification of employees on a temporary leave without pay for a defined period of time, which may be extended, as determined by Administration. A furlough is not a layoff and typically lasts less than 90 calendar days. A furlough may extend beyond 90 calendar days in extraordinary circumstances. The decision to implement a furlough will be made by the Superintendent or designee after consultation with the School Board. Employees will be given as much advance notice as possible, but not less than seven (7) calendar days prior to implementation of the furlough. Employees will receive written notification of the furlough. Such notice shall include the expected dates of furlough. Furloughed employees may be called back to work prior to the end of the identified furlough period

upon written notification of the Superintendent or designee. Failure to return to work if called back will result in a voluntary resignation on the part of the employee.

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

- A. Employees shall not receive their wages or salary but are permitted to apply accrued vacation or personal leave (thus receiving compensation). Employees may not use sick days.
- B. Employees are prohibited from working in the same capacity for the District, but may be hired temporarily in another role while furloughed.
- C. Sick leave, personal leave, etc. shall continue to accrue as if the employees were working.
- D. The District shall provide health insurance, dental insurance, etc. at the same level it would if the employees were working.
- E. Employees will be selected first by classification and building or department (as appropriate) then volunteers, then taking into consideration the needs of the District.

9.06 Discipline and Termination

Length of Probationary Period

All newly hired employees shall be on probation for a period of two calendar years from the date of hire.

Standard for Discipline and Termination

- A. Probationary Employees: Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. Such discipline or termination shall be subject to the Grievance Procedures in this *Handbook*.
- B. Non-Probationary Employees: A non-probationary employee may be disciplined or terminated for "cause." Such discipline or termination shall be subject to the Grievance Procedures in this *Handbook*. "Cause" is defined as the following:
 - 1. 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
 - 2. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable. Progressive discipline may be used as appropriate, but is not required.

Representation

In the event any employee 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 employee has the right to request representation. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the

District, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

Disciplinary Materials

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

Termination of Employment

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

- A. If the employee is discharged pursuant to the terms of this *Handbook*.
- B. If the employee quits their employment verbally, in writing, or through abandonment of the job.
- C. If the employee 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 employee retires.

9.07 Wages, Compensation and Expenses

Wage Schedule – Employee Classifications

All wage schedules are provided to employees.

New Employee Wage Schedule Placement

The District will assign an initial salary to employees upon hire.

Out of Classification Pay

Any employee working in a higher paid classification for more than thirty (30) consecutive working days shall receive the pay of that classification. Upon completion of the employee's assignment under the higher pay scale, the employee shall revert to their former classification and rate.

Rate of Pay upon Promotion/Transfer

Whenever an employee is promoted to a new higher paid classification, they will be placed at the pay rate that gives the employee the smallest wage increase. An employee who is involuntarily transferred to a lower paid classification shall retain her/his pay rate. Upon voluntary transfer to a position in the same job classification, the employee shall retain her/his pay rate. Upon voluntary transfer to a position in a lower job classification, the employee shall be moved to the applicable lower salary consistent with the definitions of the classification.

Call-In Pay

Employees called in to work hours outside of their regular work schedule that are not contiguous with their regular work schedule, except as noted below, shall be paid no less than one (1) hour pay. The District may, at its discretion, require such employees to work the full one (1) hour period. Employees called in to open the building for a special event, i.e. use of school District facility by an outside agency or for co-curricular events, will be paid for the time that the employee is required to be at the District.

9.08 Insurances

All insurance information is found within Part 4 of the *Handbook*. Information regarding the insurance plans may be found on the District website.

9.09 Retirement

Wisconsin Retirement System (WRS) Contributions

Employees working at least 880 hours per year are covered under the State of Wisconsin Retirement System, in accordance with Section 66.90 of the Wisconsin Statutes. The Board agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution.

9.10 Paid Time Off

Holidays

Please refer to Part 6: Leaves-All Employees.

Personal Days

Two (2) days personal leave is granted per year. All hourly employees may carry over personal days from one year to the next, to a maximum of four (4) days. Personal days will not be allowed to carry over from one year to the next if there would be more than four personal days in the next school year. For instance, if two days were not used in one year, both could carry over to the following year, for a total of four days. If only one personal day is used, only two days can carry over to the next year, resulting in an allocation of four days. Unused personal days that cannot be carried over will be placed into the employee's sick leave.

Approval or disapproval is given by the supervisor in relation to affecting the educational program. It is required that ten (10) or more days' notice be given unless an emergency exists.

Sick Leave

Please refer to Part 6: Leaves-All Employees.

Time off accruals will occur for Paraprofessionals, Nutrition Services and Cleaners two times per year. The first will be for 50% of the allocation which will be applied on July 1 of each year. The second 50% will be applied on February 1.

Vacation Days

The vacation schedule listed below is effective each July 1. Vacation is pro-rated beginning with the date of hire and continuing through June 30th of that work year. Thereafter, new vacation days are awarded as of each July 1st.

Employees already employed by the District who are changing from a 10-month position to an 11 or 12-month position shall be able to take vacation during their first year in the 11 or 12-month position according to the vacation schedule and number of years of seniority in the District.

Continuous employment with the School Board is used to compute authorized vacation pay.

Vacation time may be taken in full blocks, or in shorter blocks not less than one hour as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least ten (10) working days prior to taking such leave, however, vacation time requested with less than ten (10) working days notice may be approved by the supervisor and/or their designee. No employee may be denied the ability to take all of their accrued vacation during a 12-month period, but the supervisor and/or their designee shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives. Vacations will be arranged with the cooperation of the employee's immediate supervisor. In cases of conflict, seniority will be used to determine vacation periods.

Employees are encouraged to take vacations during periods when students are not in school in order to be on hand at times of greatest need and to reduce the cost of hiring substitutes. In addition, vacations cannot be carried over from year to year, unless mutually agreed upon between the employee and supervisor. A maximum carryover of five (5) days may be carried over. The number of vacation days are as follows:

Twelve-month (260 days) Employees:

1. Ten (10) work days upon hire.
2. Fifteen (15) work days after one (1) year of service.
3. Twenty (20) work days after ten (10) years of service.

Eleven-month (240 days) Employees:

1. Six (6) work days upon hire.
2. Ten (10) work days after one (1) year of service.
3. Sixteen (16) work days after ten (10) years of service.

Employees working less than 240 days per year are not eligible for vacation days.

Existing employees working 240 or more days per year who have more assigned vacation days than set forth above shall keep the existing number of vacation days, but shall not accrue more vacation days until the years of service described above has been met.

Employees who are involuntarily reduced from twelve months to eleven will retain all earned vacation days that they have acquired to date. Employees will accrue vacation days as an eleven month employee as of the first day in the eleven month position. Employees moved from a twelve (12) or eleven (11) month position to a ten (10) month position (whether voluntarily or involuntarily) shall be paid out accrued vacation days.

Part-time eleven or twelve-month employees shall receive a pro-rated amount of vacation based on their percentage of full-time equivalency (FTE). For example, a twelve-month, four (4) hour per day, five (5) day per week employee with one (1) year of service shall receive ten (10), four (4) hour days of vacation per year.

9.11 Building Substitutes

Yearly Work Days and Hours

The work year for building substitutes includes all student days. Additionally, building substitutes may be required to work during early release or full professional learning days as determined by the district.

Holidays and Paid Time Off

Building substitutes will receive paid holidays per section 6.03. Building substitutes will receive five (5) paid sick days per year and one (1) personal day per year. Building substitutes may accrue up to 5 personal days, and 20 sick days.

9.12 Cleaners

Yearly Work Days

Unless otherwise provided in the initial hire letter, cleaners are responsible for working twelve (12) months per year on all normal workdays, absent any approved paid or unpaid time off.

All full-time cleaners working over six (6) consecutive hours in length are entitled to a least one-half ($\frac{1}{2}$) hour duty free lunch.

Paid Time Off

Cleaners will receive twelve (12) paid sick days and two (2) paid personal days. The days will accrue two times per year. The first accrual will be for 50% of the allocation which will be applied on the first day of the work year. The second 50% will be applied on February 1.

The vacation year shall be between July 1 and June 30. The days will accrue two times per year. The first accrual will be for 50% of the allocation which will be applied on July 1. The second 50% will be applied on February 1. Vacation regulations will be provided by the administration on a yearly basis. Vacation shall be approved on a first come, first served basis, or with administration's discretion. Five (5) working days' notice is required for the use of vacation or personal days to ensure proper coverage.

New hires may not take vacation or personal days within the first month of work.

Except in the case of an emergency, time off will **not** be approved for the first or last week of school.

9.13 Custodians

Yearly Work Days

Unless otherwise provided in the initial hire letter, custodians are responsible for working twelve (12) months per year on all normal workdays, absent any approved paid or unpaid time off. The normal workday shall be eight (8) consecutive hours in length in addition to at least one-half (1/2) hour duty free lunch. Lunch time will be provided within the eight (8) hour work day for second and third shift employees.

Vacation Selection

The vacation year shall be between July 1 and June 30. Vacation regulations will be provided by the administration on a yearly basis. Vacation shall be approved on a first come, first served basis, or with administration's discretion. Five (5) working days' notice is required for the use of vacation, personal days, or the use of comp-time to ensure proper coverage.

Except in the case of an emergency, time off will not be approved for the first or last week of school

Overtime Procedures

Overtime shall be administered per Administrative discretion.

Call-In Pay

Call-back or alarm call overtime work is irregular or occasional overtime work performed by an employee on a day when no work is scheduled, or at a time which requires the staff member to return to the school or district building from an off-duty status. Call-back or alarm call overtime work is deemed not less than 1 hour in duration for pay or compensatory time. If your duties require more time, you will be paid or eligible for compensatory time for all additional time over the 1 hour that is guaranteed.

Post-Employment Benefits - Custodians

Custodians shall receive other post-employment benefits per the plan approved by the School Board on March 5, 2014, 2014 and as updated on February 23, 2021. A copy of the plan will be provided to new employees and to all others upon request.

Custodians must meet all eligibility requirements to obtain other post-employment benefits, including age and years of service requirements, prior to obtaining post-employment benefits. Custodians may make application for post-employment benefits no later than three (3) months prior to severing employment with the District in order to obtain post-employment benefits (i.e., must provide notice by April 1 to retire on June 30).

Custodians are not eligible to obtain district-paid retirement benefits while under investigation for a workplace violation. Terminated employees are also not eligible for district-paid retirement benefits.

9.14 Paraprofessionals

Yearly Work Days

Paraprofessionals work all student days in the building at which the paraprofessional is assigned.

Summer School Assignments

Employees interested in summer school positions shall notify the District by March 1 of each year.

The District will offer the summer school position to the first qualified paraprofessional on the summer school list starting with number one (1). The definition of qualified is at the discretion of the District and is not a decision that may be grieved. Once the appointment is made, then the employee who received the summer school position will go to the end of the list, and all other employees who were lower on the list than the person selected will move up one position on the summer school list.

If an employee turns down the position, then they go to the bottom of the list. All employees who want to have their names added to the summer school list will be placed at the end of the adjusted list based on seniority. The following year the District will follow the same process.

Playground/Lunch/Bus Supervision

Playground, lunch and bus supervision may be part of the paraprofessional's normal working hours. However, if the assignment is in addition to the normal working hours, the rate of pay shall be \$13.70 per hour.

Post Employment Benefits – Paraprofessionals

Upon retirement, employees who are at least fifty-five (55) years old and have at least fifteen (15) years of continuous service with the District, shall receive a lump sum payment of one-thousand dollars (\$1,000). Paraprofessionals may make application for post-employment benefits no later than three (3) months prior to severing employment with the District in order to obtain post-employment benefits (i.e., must provide notice by April 1 to retire on June 30).

9.15 Recreation: Before/After School Care, Fitness Center & Safety Team

Paid Time Off

Employees in these areas who are 12 month and work a scheduled minimum of fifteen (15) hours per week will receive the following paid days off.

- Sick: five (5) days, may accrue up to ninety (90) days
- Personal: one (1) day, may accrue up to three (3) days
- Vacation: five (5) days, may accrue up to 10 days.

Employees in these areas who are school year employees and work a scheduled minimum of fifteen (15) hours per week will receive the following paid days off.

- Sick: five (5) days, may accrue up to ninety (90) days
- Personal: one (1) day, may accrue up to three (3) days

The paid time off year shall be between July 1 and June 30. Five (5) working days' notice is required for the use of vacation or personal days to ensure proper coverage. New hires may not take vacation or personal days within the first month of work. Except in the case of an emergency, time off will **not** be approved for the first or last week of school. Days are equivalent to the number of hours an employee typically works. For instance, if an employee typically works five (5) hours per day, each sick, personal and vacation day is equal to five (5) hours.

9.16 School Nutrition Services

Work Period

The school nutrition service work year will include all student days in the assigned building during which breakfast or lunch is served. School nutrition service employees may be required to work prior to the start of school for training and set up and may be required to work extra days at the end of the school year for cleaning and shut down.

Summer Lunch

Employees interested in summer lunch positions shall notify the Director by April 1 of each year. The Director will assign specific summer positions.

Uniform Allowance

School nutrition personnel shall receive a yearly uniform allowance of \$150. If an employee is hired after the start of the school year, the uniform allowance will be prorated. In addition, the District will provide a \$30 credit towards non-slip shoes from a District approved vendor. The safety of our staff is very important and wearing non-slip shoes will reduce slips, trips and falls in the kitchen area. Receipts for purchases will be required.

Qualifications

All school nutrition personnel are required to obtain annual job-specific training hours. For staff working less than 20 hours per week, 4 hours are required. For staff working more than 20 hours per week, 6 hours are required.

Certification Incentive

All school nutrition personnel are able to receive twenty five (25¢) cents per hour certification pay if they become SNA Level 1 certified. They may also receive an additional twenty five (25¢) cents per hour certification pay if they become ServSafe certified.

9.17 Secretaries

Yearly Work Days and Hours

The work year for ten-month (10) employees shall consist of 203-205 days. The days shall occur in the months between August and June. The days shall include the contracted holidays

The work year for full-time eleven (11) month employees shall consist of 240 days. The days shall include the contracted holidays.

The work year for twelve-month (12) employees shall consist of all normal workdays, excluding the contracted holidays.

Full-time secretarial/clerical employees shall work 7.75 hours per day on all days when teachers are required to be on duty. Work hours when teachers are not on duty (i.e., before and after the start of the teacher work year, during holiday breaks, etc.) will be 7 hours per day. Individual positions may have different hours based on need.

Summer School Assignments

The principal secretary at E. W. Luther Elementary School will be the principal secretary for summer school. If there is another position, it will be assigned each year based on a rotating list of interested elementary secretaries. Acceptance or denial of a position moves a person to the bottom of the list.

Post-Employment Benefits - Secretaries

Secretaries shall receive other post-employment benefits per the plan approved by the School Board on March 5, 2014 and as updated on February 23, 2021. A copy of the plan will be provided to new employees and to all others upon request.

Secretaries must meet all eligibility requirements to obtain other post-employment benefits, including age and years of service requirements, prior to obtaining post-employment benefits. Secretaries may make application for post-employment benefits no later than three (3) months prior to severing employment with the District in order to obtain post-employment benefits (i.e., must provide notice by April 1 to retire on June 30).

Secretaries are not eligible to obtain district-paid retirement benefits while under investigation for a workplace violation. Terminated employees are also not eligible for district-paid retirement benefits.

Holidays

Secretaries shall receive the holidays listed in section 6.03. In addition all secretaries will receive December 31 as a paid holiday.

9.18 Other Employees

Other Post-Employment Benefits

Specific professional employees shall receive other post-employment benefits per the plan approved by the School Board on March 5, 2014 and as updated on February 23, 2021. A copy of the plan will be provided to new eligible employees and to all others upon request.

Eligible employees must meet all eligibility requirements to obtain other post-employment benefits, including age and years of service requirements, prior to obtaining post-employment benefits. Eligible employees may make application for post-employment benefits no later than three (3) months prior to severing employment with the District in order to obtain post-employment benefits (i.e., must provide notice by April 1 to retire on June 30).

Other employees are not eligible to obtain district-paid retirement benefits while under investigation for a workplace violation. Terminated employees are also not eligible for district-paid retirement benefits.

PART 10: EXTRA-CURRICULAR STAFF

10.01 Letter of Assignment

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

- A. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant.
- B. The stipend for extra-curricular activities shall be specified in the letter of assignment.
- C. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.

10.02 Payments

Payments for extra-curricular activities shall be made in accordance with District payroll procedures during the time of the activity.

Year-long clubs and activities will be paid twice, once at the end of each semester. Activities that are not year-long will be paid at the end of the semester in which the activity occurs.

10.03 Work Schedule

Extra-curricular assignments should occur outside of the regular contractual work day for the majority of the time. Extra-curricular assignments may occasionally occur during part of an employee's regular workday in their other position with the District. In such cases, the employee shall consult with the supervisor of their regular assignment to determine the appropriate course of action. In the supervisor's sole discretion, the employee may be (1) required to work a flexible schedule to make up time lost during their regular workday; (2) relieved from the requirement to make up the time lost; (3) required to re-schedule the extra-curricular activity; or (4) required to take any other action that the supervisor deems reasonable.

10.04 Evaluation

Individuals holding extra-curricular assignments shall be evaluated in the manner and frequency that their supervisor deems appropriate.

10.05 Volunteers

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

- A. Volunteers will not be eligible for salary/wages, stipend, or benefits;
- B. Volunteers will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
- C. Volunteers will be responsible for their own personal injuries (i.e., ineligible for worker's compensation);
- D. Volunteers must consent to a background check and may be required to have a tuberculin skin (TB) test at District expense;
- E. Volunteers must follow all District activity and athletic policies and procedures and other District policies as applicable;
- F. Volunteers accept direct and indirect supervision of the head coach;
- G. Volunteers may be dismissed at any time without cause; and,
- H. Hourly employees may not volunteer for an extra-curricular activity that is regularly occurring or is substantially similar to the job held during the normal work day.

10.06 Pay Schedule

The pay schedule is attached as Appendix B.

PART 11: SUBSTITUTE STAFF

11.01 Substitute Teachers

A. Pre-Employment Requirements

Substitute teachers will be employed through the District or an outside company. The District retains the ability to directly employ permanent building substitutes and long-term substitutes.

B. Long-Term Substitute Assignment

1. When a substitute is assigned for more than twenty (20) consecutive days in the same specific position, then the long-term rates apply retroactive to the first day, unless the long-term nature of the assignment is known in advance, in which case payment will begin on the first day. Long term rates are dependent on specific situations.
2. Responsibilities of the long-term substitute teacher shall be the same as the regular classroom teacher.
3. If a substitute teacher is employed by the district and is anticipated to work at least 90% of the school year in the same position, then the substitute teacher will be eligible for health insurance. Substitute or replacement teachers shall not be eligible for health insurance during the months of July and August, unless hired as a permanent teacher for the following school year. The District's contribution shall be as set forth in section 4.04 of this *Handbook*.

C. Dismissal/Removal from Substitute List

Substitute teachers are casual/daily employees and therefore have no expectation of continued employment. As such substitute teachers may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute teachers may also be removed from the substitute call list at the discretion of the District.

11.02 Substitute Support Staff

Pre-Employment Requirements

All new substitute support staff hires will have to meet all new staff requirements, including but not limited to, a physical examination, in accordance with Section 118.25 of the Wisconsin Statutes and a criminal background check.

Substitute support staff may be hired through the District or an outside company.

Licensure and/or Permit

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

Training and Evaluation

Suitable programs of training, orienting and evaluating the work of substitute support staff may be provided by the instructional staff and/or the District as appropriate.

Assignment and Professional Responsibilities

- A. Assignments: Substitutes may be assigned through an online absence management system. Assignments may be cancelled at the discretion of the District.
- B. Policies: School Board policies are available to the substitute on the District website.
- C. Notifying/Declining Daily Substitute Call:
A substitute may refuse a daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute staff list if the substitute demonstrates a pattern or practice of declining assignments.
- D. Responsibilities: The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.
- E. Substitute Day: The substitute's length of service will be determined by the District.
- F. Compensation/Hourly Rate: Substitute employees shall receive compensation for services rendered as determined by the District.

Dismissal/Removal from Substitute List

Substitute employees are casual employees and therefore have no expectation of continued employment. As such, substitute employees may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute employees may also be removed from the substitute call list at the discretion of the district.

Miscellaneous Provisions

- A. Professional Development: Each per diem substitute may be required to participate in new employee orientation or professional development day programs in the schools. Substitutes shall be paid at their applicable hourly rate for professional development participation if the District requires them to attend.
- B. Duty Free Lunch: All substitutes shall be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.

Appendix A: FMLA Poster

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

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

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

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

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

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

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

Am I eligible to take FMLA leave?

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

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

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

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

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

How do I request FMLA leave?

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

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

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

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

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

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

What does my employer need to do?

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

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

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

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

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

Where can I find more information?

Call **1-866-487-9243** or visit dol.gov/fmla to learn more.

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



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR



WH1420 REV 04/23

Appendix B: Extra Curricular Pay Scale

Athletic Assignments

<u>Sport</u>	<u>Title</u>	<u>\$ Amount</u>
Baseball	Head Coach	3,800
	Asst. Coach JV	2,850
	Asst. Coach JV-2	2,415
Basketball - Boys	Head Coach	3,800
	Asst. Coach	2,850
	Soph. Coach JV	2,850
	Frosh. Coach JV-2	2,660
Basketball - Girls	Head Coach	3,800
	Asst. Coach	2,850
	Soph. Coach JV	2,850
	Frosh. Coach JV-2	2,660
Cross Country - Boys & Girls (Head is of both)	Head Coach	3,800
	Asst. Boys	2,470
	Asst. Girls	2,470
Football	Head Coach	3,800
	Asst. Coach Varsity Reserve	2,850
	Asst. Coach JV-2	2,470
	Asst. Coach	2,850
	Asst. Coach	2,850
	Asst. Coach	2,850
	Asst. Coach	2,850
	Asst. Coach	2,850
	Asst. Coach	2,470
	Asst. Coach	2,470
Golf – Boys	Head Coach	3,230
	Asst. Coach	2,470
Powerlifting	Head Coach	3,040
Soccer - Boys	Head Coach	3,230
	Asst. Coach JV	2,470
Soccer - Girls	Head Coach	3,230
	Asst. Coach JV	2,470

Softball	Head Coach	3,800
	Asst. Coach JV	2,850
	Asst. Coach JV-2	2,300
Swim - Boys	Head Coach	3,800
	Asst. Coach JV	2,850
	Diving Coach	950
Swim - Girls	Head Coach	3,800
	Asst. Coach JV	2,850
	Diving Coach	950
Tennis - Boys	Head Coach	3,230
	Asst. Coach JV	2,470
Tennis - Girls	Head Coach	3,230
	Asst. Coach JV	2,470
Track - Boys	Head Coach	3,800
	Asst. Coach	2,850
	Asst. Coach	2,850
	Asst. Coach	2,850
	Asst. Coach	2,850
Track - Girls	Head Coach	3,800
	Asst. Coach	2,850
	Asst. Coach	2,850
	Asst. Coach	2,850
	Asst. Coach	2,850
Track – Boys and Girls	Asst. Coach Pole Vault	2,850
Volleyball - Boys	Head Coach	3,230
	Asst. Coach JV	2,470
Volleyball - Girls	Head Coach	3,230
	Asst. Coach JV	2,470
	Asst. Coach JV-2	2,470
Wrestling	Head Coach	3,800
	Asst. Coach	2,850
	Asst. Coach JV	2,850
Cheerleaders (Fall & Winter together)	Head Coach	3,800
	Asst. Coach JV	2,470

Pom Poms	Head Coach	3,800
(Fall & Winter together)	Asst. Coach JV	2,470

Skills USA		380
Strength & Conditioning		380

Music and Drama Related Assignments

A cappella (Delta V and Pop Rockets)	1,330
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Fall Play - General Director	3,040
Fall Play – Costumes	914
Fall Play – Lights and Sound	1,103
Fall Play – Set Construction & Scenery Props	2,205

Musical - General Director	2,850
Musical – Choreographer	760
Musical – Costumes	914
Musical – Set Construction & Scenery Props	2,205
Musical – Lights and Sound	1,103
Musical - Orchestra	1,330
Musical - Vocal Preparation	1,330

Field Marching Band	2,850
Field Marching Band	2,850
Field Marching Band	2,470
Color Guard	1,329

Music Services

Elementary (minimum 1 concert one year)	125
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Middle School	
Band (minimum 2 concerts per year)	500
Choir (minimum 2 concerts per year)	500
Orchestra (minimum 2 concerts per year)	500

High School	
Band*	2,470
Choir*	2,470
Orchestra*	2,470
Pep Band (6 performances)	500

*Stipend includes a minimum of 6 concerts per year, regional and state solo and ensemble, and Jazz and More event.

Student Activities

Cadets	1,300
Peer Mediation	1,520
Elementary Student Council	950
Middle School Newsletter	1,901
Middle School Yearbook	2,010
Middle School Student Council	1,900
Middle School Spanish Club	950
Middle School Environmental	950
Middle School Volunteer Coordinator	1,901
Middle School National Junior Honor Society	950
Middle School Talent Show	731
Middle School WEB	3,800
Middle School Peer Mediation	1,520
Altruistic Club	570
Elementary Girls on the Run	380
Elementary Character Club	380

High School:

Senior Class Activities	2,280
Head of Yearbook	3,800
Chess Team	1,330
Class Advisors	3,000
• 9 th Grade Class Advisor - 1,000	
• 10 th Grade Class Advisor – 1,000	
• 11 th Grade Class Advisor – 1,000	
Debate	2,850
DECA	1,520
FBLA	1,520
German Honor Society	380
Spanish Honor Society	380
National Art Honor Society	950
National Honor Society	1,520
Gay Straight Alliance	950
FCCLA	950
HOSA	950
Skills USA	380
Math Club	950
High School Paper	1,520
SM Green	950
Thespians	380
Link Crew	3,800
• Advisor – 950	
• Advisor – 950	
• Advisor – 950	

• Advisor – 950	
Robotics	950
Anime Club	950
Motorcycle Build	950
Forensics	1,901
Unity Club	950
<u>Services</u>	
High School Store	2,280

Longevity Pay for Co-Curricular Assignments

When a person begins their fifth (5th) year in a co-curricular activity or paid supervision assignment, they will receive a 4% longevity increase to their pay. When a person begins their tenth (10th) year in a co-curricular activity, they will receive an 8% longevity increase in co-curricular pay. When a person begins their fifteenth (15th) year in a co-curricular activity or paid supervision assignment, they will receive a 12% longevity increase to their pay. When a person begins their twentieth (20th) year in a co-curricular activity or paid supervision assignment, they will receive a 16% longevity increase to their pay. This amount is calculated off the co-curricular pay for that activity as it appears in this contract. Longevity shall not be paid for hourly rate assignments or positions.

If an individual accepts or is assigned to another co-curricular position, experience in the District in an activity different from the current activity shall be credited up to five (5) years towards longevity.