



**Thursday, August 26, 2021
Special Board of Education Meeting**

**APPLETON AREA SCHOOL DISTRICT
SPECIAL BOARD OF EDUCATION MEETING**

****Time: 7:30 AM****

The Board of Education will be meeting in the Scullen Leadership Center, 131 E. Washington Street, Suite 1A. Some individuals will be joining via zoom and the meeting will be livestreamed on YouTube.

In-person public attendance is suspended until further notice. Members of the media or general public may access the meeting via the live stream broadcast on the Appleton Area School District YouTube Channel: <https://www.youtube.com/channel/UChO-l09YGgt4uKnCWYvt8Pw>.

For remote attendance via telephone, please dial: 1-312-626-6799 Meeting ID: 933 1629 9215

Any special needs or any requests for accommodations related to accessing the meeting should be sent to Clara Kopplinger, at kopplingerclar@asd.k12.wi.us or (920) 832-6126, at least 24-hours in advance of the meeting. This would include any person for whom it would be burdensome or infeasible to use the primary method(s) of remote access established by the District.

1. Meeting Opening

Subject	A. Roll Call
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Meeting	Aug 26, 2021 - Special Board of Education Meeting
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Category	1. Meeting Opening
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Type	Procedural
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Subject	B. Pledge of Allegiance
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Meeting	Aug 26, 2021 - Special Board of Education Meeting
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Category	1. Meeting Opening
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Type	Procedural
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2. Approval of Agenda (GC-2: Governing Commitments)

Subject	A. Board Member Request to Remove Consent Agenda Items(s) for Separate Consideration
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Meeting	Aug 26, 2021 - Special Board of Education Meeting
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Category	2. Approval of Agenda (GC-2: Governing Commitments)
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Type	Procedural
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Subject	B. Approval of Agenda
Meeting	Aug 26, 2021 - Special Board of Education Meeting
Category	2. Approval of Agenda (GC-2: Governing Commitments)
Type	Action, Procedural

3. Reports (OE-8.4: Assure that the Board has adequate information from a variety of internal and external viewpoints to assure informed Board decisions.)

Subject	A. Personnel Services Report: Personnel Services Updates
Meeting	Aug 26, 2021 - Special Board of Education Meeting
Category	3. Reports (OE-8.4: Assure that the Board has adequate information from a variety of internal and external viewpoints to assure informed Board decisions.)
Type	Discussion, Information, Report

Chief Human Resources Officer Julie King will report on Personnel Services updates.

4. Board Business

Subject	A. Compensation Increases for Administrators, Administrative Support Unit (ASU) staff, Secretaries, Maintenance and Paraprofessionals for 2021-2022
Meeting	Aug 26, 2021 - Special Board of Education Meeting
Category	4. Board Business
Type	Action

File Attachments
[IFC-Compensation Increase 2021-22 \(Admn ASU Sec Maint Para\).pdf \(83 KB\)](#)

Motion & Voting

Motion to approve Compensation Increases for Administrators, Administrative Support Unit (ASU) staff, Secretaries, Maintenance and Paraprofessionals for the 2021-2022 school year.

Motion by Kristine Sauter, second by Deborah Truymen.

Final Resolution: Motion Carried

Aye: James Bowman, Kay Eggert, Deborah Truymen, Kristine Sauter, Edward Ruffolo

Subject	B. Professional Educator Wage Settlement and Compensation increase for 2021-2022
Meeting	Aug 26, 2021 - Special Board of Education Meeting
Category	4. Board Business
Type	Action

File Attachments

Motion & Voting

Motion to approve the Professional Educator Wage Settlement and Compensation Increase for the 2021-2022 school year.

Motion by Deborah Truyma, second by Kristine Sauter.

Final Resolution: Motion Carried

Aye: James Bowman, Kay Eggert, Deborah Truyma, Kristine Sauter, Edward Ruffolo

Subject	C. Substitute Compensation / Substitute Handbook Revisions 2021-2022
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Meeting	Aug 26, 2021 - Special Board of Education Meeting
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Category	4. Board Business
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Type	Action
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File Attachments

[IFC - Substitute Compensation 8-23-21.pdf \(114 KB\).](#)

[Substitute Handbook 21-22.pdf \(959 KB\).](#)

Motion & Voting

Motion to approve the Substitute Compensation / Substitute Handbook Revisions for the 2021-2022 school year.

Motion by Edward Ruffolo, second by Deborah Truyma.

Final Resolution: Motion Carried

Aye: James Bowman, Kay Eggert, Deborah Truyma, Kristine Sauter, Edward Ruffolo

Subject	D. Employee Handbook Revisions
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Meeting	Aug 26, 2021 - Special Board of Education Meeting
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Category	4. Board Business
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Type	Action
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File Attachments

[IFC Employee Handbook Revisions \(2021-2022\) FINAL.pdf \(214 KB\).](#)

[AASD - All Employee Handbook 21-22 Revisions \(8-26-21\) Final.pdf \(2,322 KB\).](#)

Motion & Voting

Motion to approve Employee Handbook Revisions.

Motion by James Bowman, second by Edward Ruffolo.

Final Resolution: Motion Carried

Aye: James Bowman, Kay Eggert, Deborah Truyma, Edward Ruffolo

No: Kristine Sauter

Subject	E. Consent Agenda Item(s) Removed for Separate Consideration
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Meeting	Aug 26, 2021 - Special Board of Education Meeting
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Category 4. Board Business

Type Action

5. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board)

Subject A. Professional Educator New Hire(s)

Meeting Aug 26, 2021 - Special Board of Education Meeting

Category 5. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board)

Type Action

File Attachments

[IFC Professional Educator New Hires 8-26-21.pdf \(118 KB\)](#)

Motion & Voting

Motion to approve the Superintendent's Consent Agenda as submitted.

Motion by Deborah Truyma, second by Kristine Sauter.

Final Resolution: Motion Carried

Aye: James Bowman, Kay Eggert, Deborah Truyma, Kristine Sauter, Edward Ruffolo

Subject B. Professional Educator Resignation(s)

Meeting Aug 26, 2021 - Special Board of Education Meeting

Category 5. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board)

Type Action

File Attachments

[IFC Professional Educator Resignations 8-26-21.pdf \(7 KB\)](#)

Subject C. Administrative Hire(s)

Meeting Aug 26, 2021 - Special Board of Education Meeting

Category 5. Superintendent's Consent Agenda (OE-8.10: Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board)

Type Action

File Attachments

[IFC-Administrative Hires.pdf \(373 KB\)](#)

6. Items of Information

Subject	A. None
Meeting	Aug 26, 2021 - Special Board of Education Meeting
Category	6. Items of Information
Type	Information

7. Board Meeting Debrief (GC-2.2: The Board is responsible for its own performance and commits itself to continuous improvement.)

Subject	A. Discussion of the Board's Work at the Meeting
Meeting	Aug 26, 2021 - Special Board of Education Meeting
Category	7. Board Meeting Debrief (GC-2.2: The Board is responsible for its own performance and commits itself to continuous improvement.)
Type	Discussion

8. Adjourn

Subject	A. Motion to Adjourn the Meeting - Please note: Upon the adjournment of the Special Board Meeting, there will be a brief recess prior to the start of the Board of Education Work Session. The Work Session of the Board will begin at approximately 8:30 AM on a separate meeting ID (980 8185 6315) and live stream.
Meeting	Aug 26, 2021 - Special Board of Education Meeting
Category	8. Adjourn
Type	Action, Procedural

Motion & Voting

Motion to adjourn at 8:27 AM.

Motion by James Bowman, second by Kristine Sauter.

Final Resolution: Motion Carried

Aye: James Bowman, Kay Eggert, Deborah Truymen, Kristine Sauter, Edward Ruffolo

9. Future Meetings

Subject	A. Board Work Session: Monday, September 13, 4:00 PM
Meeting	Aug 26, 2021 - Special Board of Education Meeting
Category	9. Future Meetings
Type	Information

Subject	B. Next Board Meeting: Monday, September 13, 2021, 6:00 PM
Meeting	Aug 26, 2021 - Special Board of Education Meeting
Category	9. Future Meetings

Type

Information

ITEM FOR CONSIDERATION

- Topic:** Compensation Increase for the 2021-2022 School Year for Administrators, Administrative Support Unit (ASU) staff, Secretaries, Maintenance and Paraprofessionals.
- Introduction:** The total recommended compensation increase for all employee groups is 2.38%. Given the current competitive labor market, the budget and savings from employees electing a lower cost health insurance option, a compensation increase for Administrators, Administrative Support Unit (ASU) staff, Secretaries, Maintenance, and Paraprofessionals is recommended for the 2021-2022 school year.
- Administrative Recommendation:** To approve a compensation increase for the 2021-2022 school year for eligible Administrators, Administrative Support Unit (ASU) staff, Secretaries, Maintenance, and Paraprofessionals who are active employees at the time of approval for the 2021-2022 school year to be distributed in the following manner:
- a. All eligible staff would advance a step/level or within their salary range retroactive to July 1, 2021. The total cost of step/level increases would be approximately \$143,437.
 - b. Each eligible staff member in the respective groups above would receive a 2% compensation increase. This wage increase would be retroactive to July 1, 2021, and would carry forward into future years. The total cost of hourly wage increases would be \$475,260.
- Fiscal Note:** The total cost to the District will be approximately \$618,697.
- Instructional Impact:** Maintaining competitive compensation is essential to retaining and attracting high-quality employees.
- Contact Person:** Julie King (920-997-1399, ext. 2042) Greg Hartjes, 920-997-1399 (x2029)
- Board Action:** August 26, 2021

ITEM FOR CONSIDERATION

Topic:	Professional Educator Wage Settlement and Compensation Increase for the 2021-2022 School Year
Background:	A tentative Base Wage Agreement has been reached with the Appleton Education Association (AEA). The Agreement has been reached voluntarily in a spirit of cooperation between the AEA and the District negotiators. By state law, negotiations with the AEA have been limited to base wage increases. The total increase to the base wage is limited (by state law) to the increase in the Consumer Price Index. For the current year the applicable Consumer Price Index is 1.23%. The base wage increase will be included as part of the level movement on the AASD Compensation Framework. Given the current competitive labor market, the budget and savings from employees electing a lower cost health insurance option, a compensation increase for Professional Educators is recommended for the 2021-2022 school year.
Administrative Recommendation:	To approve a total wage increase of 2.32% for all eligible Professional Educators for the 2021-2022 school year. When calculated, the total amount representing a 2.32% increase is \$1,706,805 to be distributed among active AASD Professional Educators at the time of approval for the 2021-2022 school year. All eligible Professional Educators would receive a minimum of \$1,000 increase (prorated for less than full-time) to be distributed in the following manner: • Professional Educators eligible for a level increase would advance starting with the first pay period of the 2021-2022 school year. The total cost of level increases is \$1,514,695. • The level increase includes revisions to the Compensation Framework (<i>attached</i>) consisting of an increasing the starting salary to \$43,600 cell that represents base wage and increasing the top cells by \$1,000. The compensation structure revision cost is \$192,110. The outstanding working relationship between the District and our Professional Educators has continued.
Fiscal Note:	The total cost to the District will be approximately \$1,706,805.
Instructional Impact:	A competitive compensation framework is essential to retaining and attracting high quality professional educators.
Contact Person(s):	Julie King, 920-997-1399 (2042) and Greg Hartjes, 920-997-1399 (2029)
Board Action:	August 26, 2021

Professional Educator Compensation Framework Revision 2021-2022 School year

Compensation Framework - Educators				
	Professional Educator 2020-2021	Professional Educator 2021-2022	Professional Educator (with a Master's Degree) 2020-2021	Professional Educator (with a Master's Degree) 2021-2022
1	\$42,450	\$43,600	\$47,450	\$48,600
2	\$43,700	\$44,600	\$48,700	\$49,600
3	\$45,100	\$45,600	\$50,100	\$50,600
4	\$46,600	\$46,600	\$51,600	\$51,600
5	\$48,150	\$48,150	\$53,150	\$53,150
6	\$49,800	\$49,800	\$54,800	\$54,800
7	\$51,500	\$51,500	\$56,500	\$56,500
8	\$53,100	\$53,100	\$58,100	\$58,100
9	\$54,600	\$54,600	\$59,600	\$59,600
10	\$56,100	\$56,100	\$61,100	\$61,100
11	\$57,600	\$57,600	\$62,600	\$62,600
12	\$59,050	\$59,050	\$64,050	\$64,050
13	\$60,400	\$60,400	\$65,400	\$65,400
14	\$61,750	\$61,750	\$66,750	\$66,750
15	\$62,950	\$62,950	\$67,950	\$67,950
16	\$63,950	\$63,950	\$68,950	\$68,950
17	\$64,950	\$64,950	\$69,950	\$69,950
18	\$65,950	\$65,950	\$70,950	\$70,950
19	\$66,950	\$66,950	\$71,950	\$71,950
20	\$67,950	\$67,950	\$72,950	\$72,950
21	\$68,950	\$68,950	\$73,950	\$73,950
22	\$69,950	\$69,950	\$74,950	\$74,950
23	\$70,950	\$70,950	\$75,950	\$75,950
24	\$71,950	\$72,950	\$76,950	\$77,950

ITEM FOR CONSIDERATION

TOPIC:

Substitutes Compensation / Substitute Handbook Revision

BACKGROUND INFORMATION:

Substitutes are essential for the daily operations of the District and the continuity of learning for our students. There was a decrease in the number of substitutes from the 2019-2020 school year to last school year. Since then, the District's substitute pool has been gradually increasing for the 2021-2022 school year, but not to the number in previous years. Therefore, it is imperative to adjust rates to remain competitive with surrounding Districts and the labor market.

In addition, for improved efficiency the attached Substitute Handbook represents a consolidation of the Substitute Teacher Handbook and the Substitute Support Staff Handbook into one document. In addition, the document includes clarifications (highlighted in yellow) that do not represent significant changes and the proposed compensation structure below.

FISCAL NOTE:

The following adjustment to substitute rates, which are competitive to surrounding district, are recommended for the 2021-2022 school year; effective 8/25/21.

Substitute Teachers:

Daily Rate of Pay 1-10 days: \$130.00 (full day) / \$65.00 (half day)

Daily Rate of Pay 11-19 days: \$150.00

Long-Term 20+ Days: \$200.00 per day

Substitute Support Staff rates:

Paraprofessional: \$13.50

Paraprofessional w/SPED training: \$14.50

Bus Paraprofessional \$14.50

ELL Interpreters \$15.25

Educational (DHH) Interpreters: \$22.00

Secretary \$14.50

**ADMINISTRATIVE
RECOMMENDATION:**

Approve.

INSTRUCTIONAL IMPACT:

Substitute staff provide continuity in the learning of students for staff absences. It is important to secure/maintain the appropriate number of substitutes to meet District needs.

CONTACT PERSON:

Julie King, 997-1399 x 2042.

8/26/21



Substitute Handbook

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Appleton Area School District



Department of Human Resources

131 East Washington Street, Suite 1A

Appleton, WI 54911

P: (920) 832-6161 F: (920) 832-5740

www.aasd.k12.wi.us

August 2021

Dear Substitute:

Thank you for your commitment to serving the students of the Appleton Area School District. Your dedication and contributions as a substitute are truly appreciated. I began my employment with the Appleton Area School District 26 years ago as a principal and administrator and have had first-hand experiences with the challenges of serving the district in this capacity. I am also well aware of the value that a high-quality substitute brings to a school community. Our principals and school staff members will work very hard to ensure that you have a positive experience while teaching in our district.

As a district, our top priority is student learning. Quality instruction is the key to accomplishing this priority. Whether you are a recent graduate, a veteran of substitute work, or a retired staff member, you have the opportunity to touch the lives of many young people with your special talents every day you enter a school.

On behalf of everyone in the Appleton Area School District, have a rewarding and successful school year!

Very truly yours,

A handwritten signature in black ink that reads 'Judith Baseman'.

Dr. Judith M. Baseman, Ph.D.
Superintendent of Schools

PURPOSE OF THE HANDBOOK

This *Handbook* is provided as a reference document for substitute and support staff.

This *Handbook* is intended to provide substitutes with information regarding policies, procedures, expectations and standards of the District. It is the substitute's responsibility to read the *Handbook* and abide by the policies, procedures, expectations and standards defined or referenced in this document. Staff without an individual contract are employed, "at-will", and employment is not for any definite period. Termination of employment may occur at any time, at the option of the District or the employee, according to guidelines stated in this *Handbook*. It is also important to know that this *Handbook* should not be considered all-inclusive of the information for which substitutes are responsible for knowing and following. Additional guidelines that substitutes should follow include, but are not limited to Board of Education policies and rules referenced in the Board of Education Policies Manual. The Board Policies Manual can be located on the District's website.

The information in this *Handbook* is subject to change. The District reserves the right to make changes that may supersede, modify or eliminate the information summarized in this *Handbook*. The most current electronic version of the *Handbook* is the official *Handbook* and supersedes all earlier versions of the *Handbook*.

SECTION 1: EMPLOYMENT LAW AND CONDITIONS

Equal Opportunity Employer

The Appleton Area School District does not discriminate on the basis of race, color, national origin, ancestry, marital status, pregnancy, parental status, age, sex, sexual orientation, arrest record, conviction, religion or physical disability, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin, use or nonuse of a lawful product off school premises during nonworking hours, or any other reason prohibited by state or federal law. This practice applies to all terms and conditions of employment including, but not limited to, recruitment, appointment, training, layoff, promotion, discipline, leaves of absence, or termination. Exceptions to this policy may only be made in accordance with state and federal law. ([Board Policy 511](#) – *Equal Opportunity / Affirmative Action*)

The Appleton Area School District will not limit, segregate or classify any applicants for employment or any employee in any way that adversely affects their opportunities or status because of disability. Reasonable accommodations shall be made for qualified individuals with a disability, unless it is clear that an accommodation would impose an undue hardship on the operation of the District. A reasonable accommodation is any change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a position, or to enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities. ([Board Policy 112.1](#) – *Nondiscrimination on The Basis Of Handicap/ Disability*)

An employee who believes that he/she has been subjected to any form of employment discrimination, including harassment based on any characteristic protected by law, is encouraged to report the incident to his/her immediate supervisor or to the Superintendent.

Harassment, Sexual Harassment, and Discrimination

All School District employees have the right to work in an environment of respect and dignity and free from all forms of harassment. The Board of Education will not tolerate, condone, or allow harassment by any employee or non-employee who conducts business with the Appleton Area School District. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race, color, sex, religion, age, disability, sexual orientation, or national origin.

The Board of Education considers harassment and discrimination of others to be forms of serious employee misconduct. Therefore, the District shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment and discrimination. A violation of this policy can lead to discipline up to and including discharge.

Definitions:

Verbal Harassment: Unsolicited or unwelcome verbal conduct, including but not limited to innuendoes, degrading or suggestive comments, repeated pressure for dates, jokes, unwelcome flirtations, degrading words used to describe an individual, obscene and/or graphic descriptions of an individual's body or threats that job, wages, assignments, promotions or working conditions could be affected if the individual does not agree to or submit to unwelcome conduct.

Non-Verbal Harassment: Unsolicited or unwelcome non-verbal conduct, including, but not limited to sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, electronic messaging, email, the internet or other such sources as a means to express or obtain sexual or discriminatory material, printed or written materials including offensive cartoons, suggestive or offensive sounds, whistling, catcalls or obscene gestures, or any material which inappropriately raises the issues of sex or discrimination.

Physical Harassment: Unsolicited or unwelcome physical contact, which may include touching, hugging, massages, kissing, pinching, patting, or regularly brushing against the body of another person.

Unwelcome Harassment: For the purpose of this policy, conduct is unwelcome when the person subjected to the conduct did not solicit or incite the conduct and regarded the conduct as undesirable or offensive. Conduct may be unwelcome despite participation by the offended employee and despite the fact that the offended employee does not tell the accused the conduct is unwelcome.

Sexual Harassment: Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: submission to such conduct is made either explicitly or implicitly a term of condition of employment; or submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Any verbal, written, visual or physical act that creates a hostile, intimidating or offensive work environment or interferes with an individual's job performance.

Bullying: Bullying includes aggressive and hostile behavior that is intentional and involves an imbalance of power between the bully and the bullied. This behavior may include but is not limited to physical and verbal assaults, nonverbal or emotional threats or intimidation, harassment, social exclusion and isolation, and exhortion.

Cyber-Bullying: Cyber-bullying is harassment through technology. Cyber-bullying includes, but is not limited to the following misuses of technology: harassing, teasing, intimidating, threatening or terrorizing another person by sending or posting inappropriate and hurtful email messages, instant messages, text messages, digital pictures or images, website postings and social media.

Appleton Area School District

Other Forms of Harassment: Persistent and unwelcome conduct or actions on the basis of race, color, religion, national origin, disability, sex, arrest or conviction record, marital status, sexual orientation, membership in the military reserve, use or nonuse of lawful products away from work, and other protected categories under federal or state law are prohibited under this policy.

Any employee encountering harassment is encouraged but not required to inform the person that his or her actions are unwelcome and offensive. This initial contact can be either verbal or in writing. The employee is to document all incidents of harassment in order to provide the fullest basis for investigation.

Any employee who believes that he/she is being harassed shall report the incident(s) as soon as possible to a supervisor or the Superintendent so that an investigation can be conducted and, if necessary, steps may be taken to protect the employee from further harassment, and so that appropriate remedial action, where appropriate, may be initiated. Please reference [Board Policy 512](#) – *Employee Harassment* regarding the complaint procedure.

Any harassment complaint filed under this policy will be promptly investigated in a confidential manner so as to protect the privacy of persons involved. Confidentiality will be maintained throughout the investigatory process, and records will only be released if required by state or federal law.

The Board of Education will not permit or condone retaliation against an employee who files a harassment complaint, makes a report of harassment, or participates in an investigation. Retaliation is a violation of this policy and shall be reported immediately. Any employee found to have retaliated against another employee for filing a harassment complaint, reporting harassment, or participating in an investigation will be subject to the same disciplinary action as provided for harassment offenders. Complaints for retaliation shall be reported and processed in the same manner as complaints for harassment.

Employment of a Felon

The District reserves the right to not employ or terminate from employment an individual who has been convicted of a felony and who has not been pardoned for that felony.

Immigration Reform Act Compliance

The District is committed to employing only United States citizens and aliens who are authorized to work in the United States. Therefore, the District complies with the provisions of the Federal Immigration Reform and Control Act of 1986, including, but not limited to, requiring verification of authorization to accept employment in the United States from all employees.

SECTION 2: PRE-EMPLOYMENT PROCEDURES

Criminal Background Check

The Board of Education is committed to maintaining a safe environment for students and staff. Thus, the District requires a criminal background check of each applicant recommended for employment.

Each person recommended for a position shall be required to complete a Criminal Record Inquiry Information form. The form will include a statement to which the candidate agrees to the release of all investigative records to the District for examination for the purpose of verifying the criminal violation. Information is requested solely to enable the District to make inquiries to appropriate government officials, regarding possible criminal records or pending criminal charges which pursuant to 111.31, Wis. Stat., that may substantially relate to the position being sought. Any criminal record information obtained by the District will be used only in accordance with applicable law. Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks.

Pre-employment Protocol

As a condition of employment, a test for tuberculosis shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes.

The Board of Education shall also require the applicant to submit to a test for controlled substances, the results of which must indicate there is no evidence of non-prescribed drug use. The Board of Education shall assume the fees for examinations and testing.

SECTION 3: GENERAL EMPLOYMENT INFORMATION

Accident / Incident Reports

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other off-site 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 report form must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, employees may be entitled to workers' compensation benefits.

Bloodborne Pathogens and Hepatitis B Vaccination

All designated employees who have occupational exposure to bloodborne pathogens must complete the District-sponsored Exposure to Bloodborne Pathogens Training within ten (10) days of initial assignment, and be offered the Hepatitis B vaccine at no cost through Occupational Health Systems.

After the training, should an employee specifically requested by the District to obtain Hepatitis B vaccination choose not to do so, then the employee must sign the Declination Waiver provided by the District.

Employees who have been specifically requested by the District to obtain Hepatitis B vaccination should check with their personal physicians about the medical advisability of going through the vaccination procedure. If an employee does not have a medical risk to receive the vaccination, the District will recommend that he/she go through the procedure. If an employee's personal physician believes that there is a medical risk, then reasonable efforts shall be made to meet the medically certified inability of an employee to perform his/her regularly assigned tasks.

Should an employee who believes that he/she is at risk of contracting Hepatitis B not be on the list of those specifically requested by the District to obtain Hepatitis B vaccination, then he/she should contact the Personnel Services Office to discuss the situation. ([Board Policy 453.33](#) - *Significant Exposure to Bloodborne Pathogens*)

Assignments / Cancellations

In order for schools to operate effectively, employees are required to be punctual and present for work. A substitute must register in the office at least fifteen (15) minutes prior to the job start time. A substitute is required to be in the building during prep time. If you will be late, please inform the Substitute Services Secretary or contact the school.

If you receive a late call for an assignment and accept the assignment call the school or the Substitute Services Secretary to inform us that you will be arriving late for the assignment.

If an emergency arises or you become ill the morning of an assignment, please contact Absence Management to cancel the assignment. You can cancel up to two hours before the assignment is scheduled to begin. If the system informs you it is too late to cancel the assignment, please call the Substitute Services Secretary. **If you accept an assignment and**

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need to cancel for a non-emergency reason, please give at least a 24-hour notice so that another sub can take the job.

An assignment will be considered as cancelled if the system or the District has notified the substitute of an assignment cancellation prior to 9:30 p.m. the evening before the assignment is scheduled to begin.

If a substitute reports for an assignment that has not been cancelled and is no longer needed, the substitute shall have the opportunity to receive the appropriate rate of pay for the original job by working in an alternate assignment or capacity as determined by the District and/or site. If the new assignment is at another school, you will receive a stipend for moving. If the sub refuses a new assignment, they are not paid.

Late Start Days

On Late Start days (refer to the school calendar), there are no students in the classrooms for the first two hours so usually no subs are needed during that time. Substitutes do not need to report during those first two hours of the school day unless the Principal/Administrator requests the sub to report or it is listed in Frontline in the notes to report at the regular time.

Absence Management Automated Substitute System

The automated substitute system calls for substitutes during the following times:

- 5:00 a.m. - 12:30 p.m. for that day's jobs only
- 3:30 p.m. – 9:30 p.m. for jobs on the next day

If you are contacted by the system for an assignment and you already have an assignment scheduled for that day, accept it. Your previous assignment for that day was cancelled and the system will notify you of that cancellation.

If you are using a cell phone be sure to always have it on during call out times as an assignment can get cancelled and the system will attempt to call you using the number you have programmed in Absence Management.

If you have a name, address, or phone change, contact the Substitute Services Secretary.

District Property

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment or upon request.

Drug Free Workplace

The Appleton Area School District is committed to maintaining a drug-free workplace. Therefore, the manufacture, distribution, dispensing, possession, or use of alcohol or a controlled substance by an employee during the workday or while engaged in extra duty assignments, shall be strictly prohibited. All employees shall be required to undergo alcohol and drug testing at any time the administration has reasonable suspicion to believe the employee has violated the District's policy concerning alcohol and other drugs. Such testing may be conducted when there is reasonable suspicion to believe the employee has used or is using alcohol or drugs prior to reporting for duty, or while on duty. Any employee who

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violates this policy shall be subject to disciplinary action up to and including discharge. All employees will abide by provisions of [Board Policy 522.1 – Drug Free Workplace](#).

Emergency Procedures

The first time assigned to a site, the substitute employee should take the time needed to review various site-specific emergency procedures. These would include emergency response procedures, emergency evacuation procedures and routes, tornado emergency procedures, fire drill plans for the site, and intruder/lockdown. In the event of an intruder, there are specific **A.L.I.C.E.** processes to follow (**A.L.I.C.E. means Alert, Lock down, Inform, Counter, Evacuate**). Always check with the school office to confirm the appropriate code word and to obtain any other school-specific emergency information or directions.

Protection from Retaliation

It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the Superintendent. If the complaint is about a practice or activity of the Superintendent, the complaint must be filed with the Board of Education President.

An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy.

The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

School Closure Due to Inclement Weather or Emergency

If the District is closed or an individual building(s) is closed due to emergency conditions, substitute employees should not report to work and will receive no compensation. However, if the school day has started and the substitute begins work before an emergency closing is

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declared, he/she will receive the full day substitute pay. Also, if a substitute has been scheduled for a long-term substitute position (11+ days for an educator sub and 30+ days for a para sub) and the schools are closed, the substitute will be paid.

Smoking and Tobacco Use

In the interest of a tobacco-free environment and in compliance with state law, smoking and/or use of other tobacco products is prohibited in all school district buildings, on all school district controlled properties and in all school-sponsored transportation vehicles, at all times ([Board Policy 831](#) – *Smoking and Tobacco Use*). Employees shall not smoke or use tobacco products while on duty as an employee of the District. Employees who violate this policy will be subject to disciplinary action.

Weapons

The Appleton Area School District (AASD) is committed to providing safe learning environments for all students, staff, parents, and volunteers. No person, including someone with a CCW (Carrying a Concealed Weapon) license, shall use or possess a firearm, whether loaded or unloaded, any destructive device or other dangerous weapon as defined under section 948.605 (Gun-Free School Zones Law) and 948.6 of the state statutes, in school buildings and other buildings owned, occupied or controlled by the school district, on school premises, in school-provided transportation, or at any school-sponsored or school-supervised activity, except as otherwise specifically authorized in ([Board Policy 832](#)- *Weapons on School Premises*).

Any employee on school premises in possession of a weapon will be subject to appropriate disciplinary action, up to and including termination. Also, any staff member who has reason to believe that a person has or will violate this policy is required to report to the school principal, their supervisor, or law enforcement immediately. Failure to report such information may subject the staff member to disciplinary action, up to and including termination.

Workplace Safety

The Appleton Area School District is committed to providing a safe and healthy working environment. It is the responsibility of each individual to observe safe work practices and follow the safety rules at all times. The District is vitally interested in the employee's safety and well-being, and employees should report all potential safety concerns to his/her immediate supervisor whenever such conditions are observed. If the matter is not satisfactorily resolved through informal discussion with the immediate supervisor, an employee may present a written complaint within ten (10) days to the immediate supervisor.

SECTION 4: SUBSTITUTE EXPECTATIONS AND PRACTICES

The Board of Education expects employees to produce quality work, maintain confidentiality, work efficiently and ethically, and exhibit a professional and courteous attitude toward other employees, parents, and students. The Board of Education expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations. The Board of Education expects employees to comply with the standards of conduct stated in Board policies, this *Handbook*, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. The expectations found in this *Handbook* are 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.

Copyrighted Materials

Infringement on copyrighted material is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as “fair use” under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form.

The school district does not condone the illegal use or reproduction of copyrighted materials in any form. Employees, who willfully disregard [Board Policy 771](#) – *Reproduction of Copyrighted Materials*, do so at their own risk, assume all liability and may be subject to disciplinary measures by the District.

Electronic Communications and Acceptable Use

The Appleton Area School District (AASD) is committed to the effective use of technology to both enhance the quality of student learning and the efficiency of District operations. Technology and network resources are valuable tools for students, staff and community. The AASD provides computer facilities, equipment, software and a local and wide-area network that is accessible for the primary purpose of supporting the educational mission of the District.

The use of the AASD electronic communication systems is provided to staff to further the educational mission of the AASD. These electronic communication systems include, but are not limited to: email, blogs, social media, learning management systems, telecommunication systems, and other web-based/electronic tools. The District provides email access to conduct school business. Employees may use email for personal reasons, as long as it conforms to school etiquette standards and is not used excessively.

Use of the District technology system is a privilege and not a right. Employees who use the District’s information technology system should have no expectation of privacy in the content of their personal files, communications and records of their online activity. Employee use of the District’s network will be governed by [Board Policy 522.7](#) – *Acceptable Use For Technology And Network Resources* and the related administrative guidelines. The consequences for violations of this policy may result in suspension of technology privileges, report to criminal authorities, legal action, or discipline up to and including termination.

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Employee Use of Social Media

Social media is defined as “online services that require communication between two or more people” and encompasses a wide range of written, audio, and visual communication. Social media networks include but are not limited to: personal websites, blogs, wikis, social networks, online forums, twitter, and virtual worlds. .

The District recognizes the importance of online social media networks as a communication and learning tool for AASD staff and students. The District also recognizes its obligation to teach and ensure responsible and safe use of these technologies. Toward that end, the District provides password-protected social media tools and District approved technologies for e-learning and encourages the use of District tools for collaboration by employees and students.

An employee’s use of any social media network or postings, displays, or communications on any social media network must comply with all state and federal laws and applicable District policies. Professional employees’ use of social media networks will be governed by [Board Policy 522.7](#) – *Acceptable Use For Technology And Network Resources* and the related administrative guidelines.

False Reports

Honesty is a core value of the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, etc. Employees may be disciplined for filing false reports or statements including but not limited to the following: accident reports, attendance reports, insurance reports, physician’s statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports.

Identification Badges

As part of the effort to ensure a safe and secure environment, each substitute will be issued an identification badge. Identification badges must be displayed in plain view while carrying out customary employment duties. No alterations may be made to the badge. A fee may be incurred for more than one replacement. **For staff badge information, contact Substitute Services.**

Investigations

In the event of a District investigation or inquiry, every employee has an affirmative duty to provide to his/her supervisor(s), or any other District official assigned to investigate, all relevant and factual information about matters subject to an investigation. Employees are required to cooperate with the investigation. Failure to cooperate in a District investigation may result in discipline, up to and including discharge. The District may place an employee on administrative leave, paid or unpaid, during an investigation into an alleged misconduct by an employee.

Licensure / Certification

All substitute teachers shall have the necessary license and/or permit required by state law to serve in the substitute teaching assignment. **Substitute paras shall have a special education aid license before taking any special education assignments.**

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Personal Appearance

It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. The District expects that all employees are neat, clean, and wear appropriate dress for work. Positive role modeling is a part of the employee's professional responsibilities. The manner in which staff members dress sets the climate for the learning environment as well as creates an impression on parents and the community. Staff should dress in a manner and have an appearance that is appropriate and consistent with the environment in which they work, the duties of their jobs, and the impressionable youth they serve.

The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.

Political Activity

The Appleton Area School District (AASD) Board of Education recognizes that staff members have civic responsibilities and/or rights, including the right to vote, to be an active member of the political party of their choice, to campaign for candidates for election to public office, and to seek, campaign for, and serve in public office.

In fulfilling their responsibilities as members of the AASD staff, they shall refrain from exploiting their privilege of position. They shall not exploit students in any way for political purposes for themselves or for any party, candidate, or special interest group.

Political activities of staff members must be conducted outside of school hours and off school premises. They shall not use District facilities, equipment, or supplies in connection with their political activities.

Refer to [Board Policy 522.5](#) – *Staff Involvement in Political Activity* regarding specific political activity guidelines for employees.

SECTION 5: STUDENT SUPERVISION AND WELFARE

Acting affirmatively to create a positive school climate by fostering respectful relationships, assisting students in meeting building level expectations for student behavior and maintaining positive communities of support within each school and classroom is essential. All staff should be familiar with the Board policies that define our obligations toward our students to create a safe, positive and nurturing learning environment. This section of the handbook briefly summarizes these policies.

Student Relations

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

Confidentiality

District staff often has access to confidential information. This confidential information may include access to information regarding students, families and other employees. The law and respect for our students require confidential information to be disclosed only when it is professionally appropriate to do so.

It is essential that student information is kept confidential. Discussions regarding students with any individuals that do not have a “right to know” compromises professional accountability and are restricted. Any pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in [Board Policy 347– Student Records](#).

In addition to student information, confidentiality is expected in other areas, including employee or District business information. All written requests for District records shall be referred to the appropriate administrator.

Reporting Suspected Child Abuse and Neglect

The AASD will fully comply with Wis. Stat. § 48.981. Under Wis. Stat. § 48.981. The purpose of [Board Policy 454 – Reporting Suspected Child Abuse and Neglect](#) is to make clear the statutory and District policy requirements of District employees to report suspected child abuse or neglect. The reporting procedures are explained in the policy and summarized below.

Any District employee who has reasonable cause to suspect that a child seen by the person in the course of professional duties has been abused or neglected or who has reason to believe that a child seen by the person in the course of professional duties has been threatened with abuse or neglect and that abuse or neglect of the child will occur shall

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immediately inform, by telephone or personally, the county Child Protective Services (CPS) or the police of the facts and circumstances contributing to that suspicion. Employees making a report to county CPS or the police are to notify the building principal or direct administrative supervisor unless otherwise directed not to do so by county CPS or the police.

The District will identify annually a District designated ombudsman to assist District staff, to make reports to CPS or the police. The ombudsman has the following authority: to assist all staff in the reporting process and fulfilling obligations; to provide an alternative source for staff inquiries; to assist in the review of the effective implementation of the policy; and to serve as the link between the school District and outside agencies under this policy.

Any employee or institution participating in good faith in making a report under Wis. Stat. § 48.981 shall have immunity from liability, civil or criminal, that results by reason of the action. No individual making a child abuse or neglect report in good faith may be terminated from employment, disciplined or suffer adverse action in regard to employment, or threatened with any such treatment for so doing. Any District employee who violates this policy is subject to discipline, up to and including termination of employment.

The District will discuss this policy with all school employees annually. All employees shall receive training within the first six (6) months of employment with the school District and at least once every five (5) years after the initial training.

Administration of Medications

A school administrator will authorize in writing any school employee to administer any medications to students. Administration of medication by means other than ingestion may be done by any school employee with proper training and evaluation. Determining such individuals will be the joint responsibility of the building administrator and the school nurse. Employees, other than health care professionals, who are authorized to administer oral medication to students, will receive training approved by the District. Employees, other than health care professionals, who are authorized to give medication by means other than ingestion, will receive training approved by the Department of Public Instruction (DPI). The school employee who is authorized and trained to administer medication is immune from civil liability for his/her acts or omissions in administering medication to a student unless the act or omission constitutes a high degree of negligence.

School personnel should complete the “knowledge” portion of the medication administration training for required routes at least every four (4) years as provided on the DPI website. “Skill training” for the required routes of administration must occur at initiation of the medication assignment and should be repeated annually thereafter. This skill training is provided by the District. ([Board Policy 453.4](#) - *Administration of Drug Products/Medications to Students*)

Student Bullying

The Appleton Area School District is committed to providing a safe, secure, and healthy environment that allows all students to maximize their learning potential. The Board of Education considers bullying to be detrimental to the health and safety of students and disruptive to the educational process and is prohibited.

Bullying includes aggressive and hostile behavior that is intentional and involves an imbalance of power between the bully and the bullied. This behavior may include but is not

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limited to physical and verbal assaults, nonverbal or emotional threats or intimidation, harassment, social exclusion and isolation, extortion, use of computer or telecommunications to send messages that are embarrassing, slanderous, threatening or intimidating (cyber-bullying). Bullying may also include teasing, put-downs, name calling, rumors, false accusations, and hazing. Bullying based on sex, race, color, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability or handicap in its education programs or activities is also prohibited by law and Board policy.

Bullying behavior is prohibited in all schools, buildings, properties, educational environments as well as on any school grounds or school buses. This includes any property or vehicle owned, leased, contracted, or used by the AASD such as public transportation regularly used by students to go to and from school and to school-sponsored events.

All school staff members and school officials who observe or become aware of acts of bullying that violate [Board Policy 443.71](#) – *Bullying* are required to report these acts to the building administrator. Employees who violate this policy are subject to discipline, up to and including termination of employment.

Suicide Prevention

District professional staff members are in positions to recognize students who are suicide risks; under no circumstances should this be kept confidential. Knowledge on the part of a school staff member of a young person's intent to engage in a suicidal act requires the staff member to intervene and refer as per [Board Policy 457](#) – *Prevention of Youth Suicide*.

Referral to the school counselor or other appropriate pupil services staff member should occur immediately when a staff member is aware of a student who may be a risk or threat to himself/herself. It is important to emphasize that suicidal threats, gestures, or reports be treated seriously and while there are degrees of seriousness, no situation should be treated casually.

Locker Room Privacy

School locker rooms are provided for the use of physical education students, athletes and other activity groups or individuals authorized by the building principal or Board of Education policy. The District recognizes the privacy rights of individuals using school locker rooms and shall take reasonable measures to protect an individual's privacy.

Under no circumstances may cameras, video recorders or other recording devices be used in the locker room. Also, no person may use a cell phone to capture, record or transfer a representation of a nude or partially nude person in the locker room or to take any other photo or video image of a person in the locker room.

Anyone who violates [Board Policy 443.92](#) – *Locker Room Privacy* shall be subject to school disciplinary action and/or penalties under state law.

SECTION 6: COMPLAINT PROCEDURE

Purpose

The purpose of this procedure is to provide the process for resolving complaints concerning the blocking of substitutes and discharge resulting in removal from the substitute call list. Matters not subject to this complaint procedure that are raised by substitutes shall be considered by District representatives who have final authority, subject to any applicable Board of Education policy or directive, to resolve the matter.

Process

When an incident/complaint results in a blocking recommendation from an administrator, the administrator shall inform the substitute and the **Director of Human Resources**. The administrator will present the specific incident/complaint in writing to the **Director of Human Resources**.

If the decision is to block the substitute teacher from a particular building, the substitute may request to appeal the decision. A written request for a conference with the administrator and the **Director of Human Resources** must be made within ten (10) business days of receiving notification of the decision to block. The substitute will receive a written response to the appeal within ten (10) business days after the conference.

When an incident/complaint results in a decision to discharge the substitute and remove him/her from the substitute call list, the substitute may request a conference with the **Director of Human Resources** within ten (10) business days of receiving notification of the decision to discharge. The substitute will receive a written response to the appeal within ten (10) business days after the conference.

Failure to file a complaint by the substitute within the designated timeline shall constitute waiver of the complaint. As a result, the complaint will be considered dismissed and resolved on the basis of the District's decision.

SECTION 7: SUBSTITUTE COMPENSATION FOR TEACHERS

Substitute Teacher Compensation

Substitutes will be paid on either a half day or full day rate. If you accept a job which is less than a half day (less than four hours) or less than a full day's work (six assignments per day), your obligation is to work the half or full day. To satisfy the remaining compensated time, you should continue to work for the same teacher (if they have work for you or) report to the office for additional assignments.

When the District knows in advance that an assignment will be long-term, the appropriate rate based on the number of days will apply at the start of the assignment. If the assignment extends, the applicable rate will be applied retroactive to the first day of the assignment.

The long-term rate is compensatory of additional responsibilities assumed by a substitute teacher in the longer duration assignment. These duties include, but are not limited to, writing lesson plans, completing report cards, attending IEP meetings, etc.

Individual Education Plan (IEP) Meetings

Long-term substitutes are responsible for attending Individual Education Plan (IEP) meetings and Section 504 meetings as assigned. Long-term substitutes will provide up to fifteen (15) hours of attendance for IEP meetings and/or Section 504 meetings as part of their long-term duties with no additional compensation. Long-term substitutes will be compensated at the substitute rate for hours worked in excess of fifteen (15) hours. (*IEP/504 Log, Process and Frequently Asked Questions* document)

Wisconsin Retirement System (WRS) Eligibility

When hired, the employee will complete an affidavit regarding any previous service with a WRS employer. This affidavit will be used by the Payroll Department to determine when an employee becomes eligible for the Wisconsin Retirement System. The AASD Payroll Department will monitor the total number of hours worked and determine eligibility.

Pay Periods

Substitutes will be paid twice a month on the fifteenth and last working day of each month. Any days worked from the 1st – 15th of the month, are paid for on the last working day of the month. Any days worked from the 16th – end of the month, are paid for on the 15th of the following month.

Pay Distribution

Paychecks are distributed through direct deposit to the bank account of the employee's choice. If an employee changes banks, Payroll requires a minimum of one pay period to process the change.

Advice of Deposit

As paychecks are direct deposited, employees are able to view and print advices of deposit through the [Employee Portal](#). The information includes gross and net pay, deductions, and additional earnings or payments made by the District to the employee.

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Appendix A: Substitute Teacher Pay Rates

SUBSTITUTE TEACHER PAY RATES

<u>Type of Rate</u>	<u>Half Day</u>	<u>Full Day</u>
Daily Rate	\$65.00	\$130.00
Long Term Rate (11-19 days)	\$75.00	\$150.00
Long Term Rate (20 or more days)	\$100.00	\$200.00

* Substitutes who have completed the District's special education training or if they are licensed for special ed are eligible for an additional \$15 for a full-day / \$7.50 for a half-day for jobs in the areas of Special Education (EBD/AUT/ID/ECSE).

Quarterly Incentive-Based Stipend

The District implemented the quarterly incentive-based stipend to encourage substitutes to take more jobs. All substitute teacher assignments would qualify for the incentive stipends with the exception of Long-Term (20+ day) assignments that receive a higher pay differential rate.

The quarterly stipends are:

- \$75.00 for 14-19 days
- \$150.00 for 20-29 days
- \$250.00 for 30+ days

Assignment Adjustments

If the Sub Service Secretary calls/emails a substitute teacher in the morning of the assignment (only) or the building asks the substitute to move to a different building, the substitute will receive a \$10.00 stipend for that day.

Assignments that require the substitute to teach an additional class period due to a super posting will be compensated an additional \$25.00.

Substitutes that are being paid the full day rate but are not teaching a full assignment can be assigned an additional assignment(s) up to a full teaching assignment.

Substitutes that volunteer to teach an additional class or supervisory will be compensated at the established rate.

Required Travel

Assignments that require travel shall be compensated at the rate of \$4.00 per change in location, up to a maximum of \$8.00 per assignment.

SECTION 8: SUBSTITUTE SUPPORT STAFF COMPENSATION

Substitute Paraprofessional / Secretary Compensation

Paraprofessionals, interpreters and secretaries are paid on an hourly basis. All positions over 30 consecutive days in the same assignment would be eligible for a long-term rate (not benefit-eligible).

Pay Periods

Substitutes will be paid twice a month on the fifteenth and last working day of each month. Any days worked from the 1st – 15th of the month, are paid for on the last working day of the month. Any days worked from the 16th – end of the month, are paid for on the 15th of the following month.

Pay Distribution

Paychecks are distributed through direct deposit to the bank account of the employee's choice. If an employee changes banks, Payroll requires a minimum of one pay period to process the change.

Advice of Deposit

As paychecks are direct deposited, employees are able to view and print advices of deposit through Skyward. The information includes gross and net pay, deductions, and additional earnings or payments made by the District to the employee.

Wisconsin Retirement System (WRS) Eligibility

When hired, the employee will complete an affidavit regarding any previous service with a WRS employer. This affidavit will be used by the Payroll Department to determine when an employee becomes eligible for the Wisconsin Retirement System. The AASD Payroll Department will monitor the total number of hours worked and determine eligibility.

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Appendix B: Substitute Para/Interpreter/Secretary Pay Rates

SUBSTITUTE SUPPORT STAFF PAY RATES

Paraprofessionals (7 hour day)

· Paraprofessional \$13.50 per hour

· Special Education Paraprofessional \$14.50 per hour

(with District special education training and for an EBD/Aut/ID/ECSE assignment)

· Bus Paraprofessional \$14.50 per hour

· ELL Interpreters \$15.25 per hour

(Interpreters must pass a written test prior to being paid as an interpreter)

· Educational (DHH licensed) Interpreters \$22.00 per hour

Secretaries (7 or 7 ½ hour day)

· Secretary \$14.50 per

Long-term rate: All positions over 30 consecutive days in the same assignment would be eligible for a long-term rate (not benefit eligible).

ITEM FOR CONSIDERATION

Topic: Employee Handbook Revisions

Background Information: In 2019 the District consolidated six different employee group Handbooks into one document allowing for information to be in one location, for efficiencies in making revisions, alignment of practices, ease of administration, and improved access for employees exploring positions different employee groups.

The following recommendations for Employee Handbook revisions includes clarifying practices or revising the hiring process to expedite the posting of vacancies to secure the best candidates (internal or external) earlier in the hiring season and determine assignments earlier in the year.

For reference, the page numbers of the current Employee Handbook are listed in the recommended summary of Employee Handbook revisions for the 2021-2022 school year as follows:

Section 4: Expectations and Practices

Breach of Contract (Administrators and Educators) p. 16

Clarification: Include clarification “the recommendation for release of contract will be made to the Board of Education at a formal meeting. Upon approval, the employee will receive a release of contract letter.

Revision: Adjust dates for liquidated damages for breach of contract to:

- Administrators - \$500 if written notice is submitted to Human Resources (HR) after June 1 or \$1,000 if written notice is submitted to HR after June 30.
- Educators - \$500 if written notice is submitted to HR after July 1 and up to July 31 or \$1,000 after August 1 or anytime throughout the term of the existing contract.

Clarification: *Resignation p. 21-22 - “The date the letter is received by HR is considered the notification of resignation date in assessing liquidated damages fees or vacation payout.”* The date for administrators is June 30 or earlier (strike Educators). *“Remaining accrued vacation up to 5 days will be paid....”*

Revision: Retirement Qualifying for the AASD Post-Retirement Benefit p. 22
Change the date employees must submit a retirement letter from March 1 to February 15 for Administrators and Educators.

Section 7: Assignment, Vacancies, and Transfers p. 29

Relocate, consolidate, and revise language regarding posting and filling of vacancies from the Handbook addendum sections (p. 56, 58, 63-64, 70-71, 78-79, 88-89) to p.29 of the Handbook.

- A. Determination of Assignment – consolidated for all groups except Educators.
- B. Posting of Vacancies:

Addition: Vacant positions will be posted after employees who are “without assignment” are placed in the position or certification area and provided there are no layoffs in the vacancy area.

Revision: HR will email a posting notice to all employees at the beginning of the posting cycle vs. each time a vacancy becomes available. Staff may monitor the posting website weekly for new vacancies...

- C. Process for Filling Vacancies:

Revision: An employee within the first year of employment in the District will not be eligible to apply for vacancies unless designated as “without assignment”,

requesting a contract change, or are currently assigned to multiple locations.
Addition: *Internal Educator candidates currently using the certification (i.e., his/her full-time assignment requires the certification) required in the posting, who apply for a vacant position prior to the posting closing date, will be offered an interview with the exception of non-teaching leadership positions.

Addition: After July 31, in order to minimize disruption in the best interests of student achievement, educator vacancies positions will not be filled internally.
Positions will be filled by:

1. TWA staff due to enrollment lock-in
2. Positions will be filled by external educators and awarded as “Temporary” contracts or filled by long-term substitutes. If the position exists for the following year, the position will be posted in the spring to offer an opportunity for internal candidates to apply. This does not create an obligation to fill any vacancy; and all re-assignments within a building may be made prior to the determination that a vacancy exists.

D. Involuntary transfers – consolidated for all groups.

Section 11: Employee Leaves of Absence (Paid)

Remove (duplicated paragraph) – p. 39 “If requested, employees may be required to present certification from a doctor...”

Clarification: Personal Leave p. 40 -Adjustment of personal time may be made in the event of a leave of absence that is extended.

Section 12: Employee Leaves of Absence (Un-Paid) p. 43

Clarification: Medical Leave - The employee will have the option to used unused sick leave days (*not bereavement or emergency*)...

Section 14 : Employee Benefits p. 56

Clarification (omitted in current version): Sick Leave (Administrators New to the District) – “The District will grant incoming administrators with previous experience five (5) days of sick leave per year of experience, to exceed a total of sixty days.”

Educator Addendum p. 78

Addition: Teacher Without Assignment - All designated TWA will be notified verbally and in writing by a site/department administrator.

Addition: Non-Teaching Leadership (NTL) Assignments – The District shall inform employee if the NTL position will not be renewed for the upcoming school year and/or the educator in the NTL position will notify the Chief Human Resources Officer if they wish not to continue in the position no later than February 15. This does not prohibit an educator from applying and being awarded a vacancy after the February 15th date.

Fiscal Note: None.

Administrative

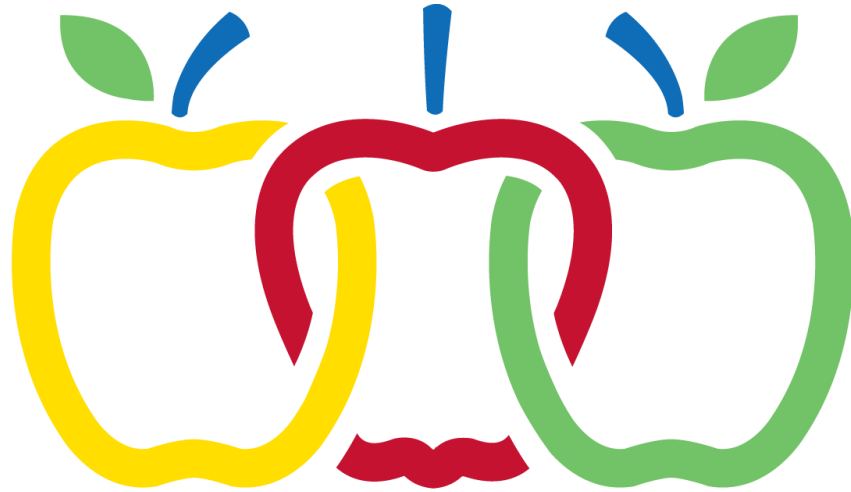
Recommendation: Approval of the itemized Employee Handbook revisions effective the 2021-2022 school year.

Instructional

Impact: Approval as submitted.

Contact Person: Julie King

BOE: August 26, 2021



APPLETON AREA

SCHOOL DISTRICT

Success for Every Student, Every Day

Employee Handbook

August, 2021

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- **GREEN** – Clarification (no significant change)
- **YELLOW** – Change
- **RED** – Remove
- *Note: relocation of information within the Handbook*



MESSAGE FROM THE SUPERINTENDENT

Judith M. Baseman, Ph.D.

Thomas G. Scullen Leadership Center | 131 E. Washington Street, Suite 1A | PO Box 2019 |
Appleton, Wisconsin 54912-2019

Phone: (920) 832-6126 | FAX: (920) 832-1725

To All Employees of the Appleton Area School District:

The Appleton Area School District (AASD) has a rich history of educational excellence dating back over 169 years. Meeting the learning needs of over 15,000 students on a daily basis is our top priority and greatest challenge. It takes a team of innovative, knowledgeable, committed, and compassionate staff members to meet this challenge. Your contributions are needed and valued as we work to achieve our shared educational mission.

This employee handbook provides information and guidance that will help you understand what can be expected from the District and what the District expects from you. The employee handbook describes the professional expectations and necessary conditions for our very important work together -- the teaching and learning of our students. It is recognized that this handbook will evolve as we collaboratively strive to provide a work environment that allows all employees to maximize their capacity to meet the learning needs of all students.

The AASD's Board of Education has developed a new District Vision to guide our collective efforts:

Working together, students, families, staff, and community will ensure that each graduate is academically, socially, and emotionally prepared for success in life. Every Student, Every Day.

The AASD relies on many attributes to help us achieve this Vision. A supportive community, successful business partnerships, a highly qualified staff, and a dedicated Board of Education all play an essential role in educating today's students. Our community values education and is appreciative of the professional commitment you are making to the students of the AASD. It is my hope that your time with the AASD is both professionally and personally rewarding.

Sincerely,

A handwritten signature in cursive script that reads "Judith Baseman".

Judith Baseman, Ph.D.
Superintendent of
Schools

PURPOSE OF THE HANDBOOK

This *Handbook* is provided as a reference document for employees. This *Handbook* is intended to provide employees with information regarding policies, procedures, expectations and standards of the District. It is the employee's responsibility to read the *Handbook* and abide by the policies, procedures, expectations and standards defined or referenced in this document. It is also important to know that this *Handbook* should not be considered all-inclusive of the information for which professional employees are responsible for knowing and following. Additional guidelines that professional employees should follow include, but are not limited to Board of Education policies and rules referenced in the Board of Education [Policies Manual](#). The Board Policies Manual can be located on the District's website.

The information in this *Handbook* is subject to change. The District reserves the right to make changes that may supersede, modify or eliminate the information summarized in this *Handbook*. The most current electronic version of the *Handbook* is the official *Handbook* and supersedes all earlier versions of the *Handbook*.

All staff annually acknowledge the receipt of the Handbook and their review of the document via mandatory online training.

If there is a conflict between this *Handbook* and any specific provisions of an individual employment contract, the terms of the individual employment contract shall control.

SECTION 1: EMPLOYMENT LAW AND CONDITIONS

Equal Opportunity Employer

The Appleton Area School District does not discriminate on the basis of race, color, national origin, ancestry, marital status, pregnancy, parental status, age, sex, sexual orientation, gender identity, gender expression, arrest record, conviction, religion or physical disability, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin, use or nonuse of a lawful product off school premises during nonworking hours, or any other reason prohibited by state or federal law. This practice applies to all terms and conditions of employment including, but not limited to, recruitment, appointment, training, layoff, promotion, discipline, leaves of absence, or termination. Exceptions to this policy may only be made in accordance with state and federal law. ([Board Policy 511](#) – *Equal Opportunity / Affirmative Action*)

The Appleton Area School District will not limit, segregate or classify any applicants for employment or any employee in any way that adversely affects their opportunities or status because of disability. Reasonable accommodations shall be made for qualified individuals with a disability, unless it is clear that an accommodation would impose an undue hardship on the operation of the District. A reasonable accommodation is any change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a position, or to enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities. ([Board Policy 112.1](#) – *Nondiscrimination on The Basis of Handicap/ Disability*)

An employee who believes that he/she has been subjected to any form of employment discrimination, including harassment based on any characteristic protected by law, is encouraged to report the incident to his/her immediate supervisor or to the Superintendent.

Employment Status for Contracted Employees (Administrators / Educators)

Contracted administrators and educators are subject to the provisions of this *Handbook* that are not covered in the individual contract an employee signs. Contracted employees are considered to be under contract for the full-term specified in the individual contract. If there is a conflict between the *Handbook* and the terms of an individual employment contract, the individual employment contract terms will apply.

Harassment, Sexual Harassment, and Discrimination

All School District employees have the right to work in an environment of respect and dignity and free from all forms of harassment. The Board of Education will not tolerate, condone, or allow harassment by any employee or non-employee who conducts business with the Appleton Area School District. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race, color, sex, religion, age, disability, sexual orientation, or national origin.

The Board of Education considers harassment and discrimination of others to be forms of serious employee misconduct. Therefore, the District shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment and discrimination. A violation of this policy can lead to discipline up to and including discharge.

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Definitions:

Verbal Harassment: Unsolicited or unwelcome verbal conduct, including but not limited to innuendoes, degrading or suggestive comments, repeated pressure for dates, jokes, unwelcome flirtations, degrading words used to describe an individual, obscene and/or graphic descriptions of an individual's body or threats that job, wages, assignments, promotions or working conditions could be affected if the individual does not agree to or submit to unwelcome conduct.

Non-Verbal Harassment: Unsolicited or unwelcome non-verbal conduct, including, but not limited to sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, electronic messaging, email, the internet or other such sources as a means to express or obtain sexual or discriminatory material, printed or written materials including offensive cartoons, suggestive or offensive sounds, whistling, catcalls or obscene gestures, or any material which inappropriately raises the issues of sex or discrimination.

Physical Harassment: Unsolicited or unwelcome physical contact, which may include touching, hugging, massages, kissing, pinching, patting, or regularly brushing against the body of another person.

Unwelcome Harassment: For the purpose of this policy, conduct is unwelcome when the person subjected to the conduct did not solicit or incite the conduct and regarded the conduct as undesirable or offensive. Conduct may be unwelcome despite participation by the offended employee and despite the fact that the offended employee does not tell the accused the conduct is unwelcome.

Sexual Harassment: Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: submission to such conduct is made either explicitly or implicitly a term of condition of employment; or submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Any verbal, written, visual or physical act that creates a hostile, intimidating or offensive work environment or interferes with an individual's job performance.

Other Forms of Harassment: Persistent and unwelcome conduct or actions on the basis of race, color, religion, national origin, disability, sex, arrest or conviction record, marital status, sexual orientation, membership in the military reserve, use or nonuse of lawful products away from work, and other protected categories under federal or state law are prohibited under this policy.

Any employee encountering harassment is encouraged but not required to inform the person that his or her actions are unwelcome and offensive. This initial contact can be either verbal or in writing. The employee is to document all incidents of harassment in order to provide the fullest basis for investigation.

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Any employee who believes that he/she is being harassed shall report the incident(s) as soon as possible to a supervisor or the Superintendent so that an investigation can be conducted and, if necessary, steps may be taken to protect the employee from further harassment, and so that appropriate remedial action, where appropriate, may be initiated. Please reference [Board Policy 512](#) – *Employee Sexual Harassment* regarding the complaint procedure.

Any harassment complaint filed under this policy will be promptly investigated in a confidential manner so as to protect the privacy of persons involved. Confidentiality will be maintained throughout the investigatory process, and records will only be released if required by state or federal law.

The Board of Education will not permit or condone retaliation against an employee who files a harassment complaint, makes a report of harassment, or participates in an investigation. Retaliation is a violation of this policy and shall be reported immediately. Any employee found to have retaliated against another employee for filing a harassment complaint, reporting harassment, or participating in an investigation will be subject to the same disciplinary action as provided for harassment offenders. Complaints for retaliation shall be reported and processed in the same manner as complaints for harassment.

Employment of a Felon

The District reserves the right to not employ or terminate from employment an individual who has been convicted of a felony and who has not been pardoned for that felony.

Immigration Reform Act Compliance

The District is committed to employing only United States citizens and aliens who are authorized to work in the United States. Therefore, the District complies with the provisions of the Federal Immigration Reform and Control Act of 1986, including, but not limited to, requiring verification of authorization to accept employment in the United States from all employees.

SECTION 2: PRE-EMPLOYMENT PROCEDURES

Criminal Background Check

The Board of Education is committed to maintaining a safe environment for students and staff. Thus, the District requires a criminal background check of each applicant recommended for employment.

Each person recommended for a position shall be required to complete a Criminal Record Inquiry Information form. The form will include a statement to which the candidate agrees to the release of all investigative records to the District for examination for the purpose of verifying the criminal violation. Information is requested solely to enable the District to make inquiries to appropriate government officials, regarding possible criminal records or pending criminal charges which pursuant to 111.31, Wis. Stat., that may substantially relate to the position being sought. Any criminal record information obtained by the District will be used only in accordance with applicable law. Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks.

Physical Examination and Testing

As a condition of employment, physical examinations including a test for tuberculosis or questionnaire shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes.

The Board of Education shall also require the applicant to submit to a test for controlled substances, the results of which must indicate there is no evidence of non-prescribed drug use. Also, dependent on assignment, a back-screening test (Special Education / OT-PT) and audiogram (Technology Education) is required. The Board of Education shall assume the fees for examinations and testing.

Negative drug screening results and evidence that employees are of sound health (sufficient to perform the essential functions of their assignment) and free from tuberculosis in a communicable form are conditions of employment and necessary to make binding the offer of employment or the initial contract, as applicable with the District.

Reports of all such examinations, evaluations and testing shall be delivered to the Superintendent or his/her designee. Reports will be made part of an employee's confidential file.

SECTION 3: GENERAL EMPLOYMENT INFORMATION

Accident / Incident Reports

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other off-site 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 report form must be submitted **by the employee** to the building **secretary** ~~principal~~ within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, employees may be entitled to workers' compensation benefits.

Bloodborne Pathogens and Hepatitis B Vaccination

All designated employees who have occupational exposure to bloodborne pathogens must complete the District-sponsored Exposure to Bloodborne Pathogens Training within ten (10) days of initial assignment, and be offered the Hepatitis B vaccine at no cost through Occupational Health Systems.

After the training, should an employee specifically requested by the District to obtain Hepatitis B vaccination choose not to do so, then the employee must sign the Declination Waiver provided by the District.

Employees who have been specifically requested by the District to obtain Hepatitis B vaccination should check with their personal physicians about the medical advisability of going through the vaccination procedure. If an employee does not have a medical risk to receive the vaccination, the District will recommend that he/she go through the procedure. If an employee's personal physician believes that there is a medical risk, then reasonable efforts shall be made to meet the medically certified inability of an employee to perform his/her regularly assigned tasks.

Should an employee who believes that he/she is at risk of contracting Hepatitis B not be on the list of those specifically requested by the District to obtain Hepatitis B vaccination, then he/she should contact the Human Resources Office to discuss the situation. ([Board Policy 453.33](#) - *Significant Exposure to Bloodborne Pathogens*)

District Property

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment or upon request.

Drug Free Workplace

The Appleton Area School District is committed to maintaining a drug-free workplace. Therefore, the manufacture, distribution, dispensing, possession, or use of alcohol or a controlled substance by an employee during the workday or while engaged in extra duty assignments, shall be strictly prohibited. All employees shall be required to undergo alcohol and drug testing at any time the administration has reasonable suspicion to believe the employee has violated the District's policy concerning alcohol and other drugs. Such testing

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may be conducted when there is reasonable suspicion to believe the employee has used or is using alcohol or drugs prior to reporting for duty, or while on duty. Any employee who violates this policy shall be subject to disciplinary action up to and including discharge. All employees will abide by provisions of [Board Policy 522.1](#) – *Drug Free Workplace*.

Health and Wellness

The District, in partnership with staff, encourages employee and family wellness. The District has a Wellness Planning Team whose goal is to assist in improving the health and well-being of employees and families through planned activities. Each site has a “Site Liaison for Wellness” responsible for increasing wellness awareness by relaying health and wellness information to staff. This person is the primary link between the building staff and the District Wellness Planning Team. The goal of the AASD Life Enhancement Program is to increase the awareness of the program and improve the health of our staff by encouraging healthy and active lifestyles and participation in the health-risk assessment process.

Issue Resolution

Every reasonable effort will be made to assist in solving problems or disputes between employees when the issue is work related and pertains to their particular assignment / duties. Employees will be expected to jointly discuss the issue between them and make every attempt to resolve it before involving an administrative supervisor. If no resolution is reached, an administrative supervisor should be contacted and will meet with the individuals to work toward resolution of the issue.

Length of Service

Service to the District begins with the date of hire which will be the employee’s first day of work and will continue to accrue unless there is an interruption to employment. An approved leave of absence or a military leave will not be considered to be an interruption of employment in that the position and accrued benefits will not be lost during the leave. However, no new benefits or accrual of service to the District will be added during the leave.

Protection from Retaliation

It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District’s goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the Superintendent. If the complaint is about a practice or activity of the Superintendent, the complaint must be filed with the Board of Education President.

An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District’s chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee’s filing of a good faith complaint under this policy.

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The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

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 duties as determined by the District. An employee will not perform any duties related to an outside job during the time assigned to carry out responsibilities that the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work.

School Calendar

The school calendar shall be determined by the Board of Education. The determination of the structure of the days, e.g. instructional, staff development, workdays, etc., shall be at the discretion of the Board. Administration will seek input concerning the development of the school calendar on an annual basis.

School Closure Due to Inclement Weather or Emergency

Employees (with the exception of Custodial/Maintenance staff) do not need to report to work if the District is closed or an individual building(s) is closed due to emergency conditions and shall suffer no loss of compensation as a result.

Full or partial day closures may be made up at the discretion of the District. The District shall, at a minimum make up all time necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements of the State of Wisconsin. Employees shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils. For non-exempt employees the time shall be considered exchange of compensatory time.

If an employee has scheduled time off on a day school is closed, the absence shall not be charged against him/her provided it is five (5) or fewer consecutive work days. If it is part of an absence of more than five (5) days, then he/she shall be charged the time.

School Closure Due to Inclement Weather or Emergency: Custodial /Maintenance Employees
Custodian/ Maintenance (C/M) employees (all other groups excluded) are to report for work as soon as conditions reasonably permit their safe arrival. Any C/M staff member who anticipates a late arrival must contact the Director of Facilities and Operations prior to his/her regular reporting time and will be permitted to make up the lost time within the pay period to avoid loss

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of pay. Staff who are required to work on days when an entire school day is cancelled due to inclement weather receive additional pay (see Compensation).

In the event that a building is closed during the normal workday, the administrative supervisor may excuse the employee from duty without loss of pay at a time of his/her discretion. In such instances, an employee who is absent for the full day shall be charged for the full day and employees required to remain on the job for that day will be afforded a flex day. In times of inclement weather when schools are closed to students and staff, Facilities and Operations employees are to report for work as soon as conditions reasonably permit their safe arrival. Any employee who anticipates a late arrival must contact the Maintenance Office prior to his/her regular reporting time.

Smoking and Tobacco Use

In the interest of a tobacco-free environment and in compliance with state law, smoking and/or use of other tobacco products is prohibited in all school district buildings, on all school district controlled properties and in all school-sponsored transportation vehicles, at all times ([Board Policy 831](#) – *Smoking and Tobacco Use*). Employees shall not smoke or use tobacco products while on duty as an employee of the District. Employees who violate this policy will be subject to disciplinary action.

Weapons

The Appleton Area School District (AASD) is committed to providing safe learning environments for all students, staff, parents, and volunteers. No person, including someone with a CCW (Carrying a Concealed Weapon) license, shall use or possess a firearm, whether loaded or unloaded, any destructive device or other dangerous weapon as defined under section 948.605 (Gun-Free School Zones Law) and 948.6 of the state statutes, in school buildings and other buildings owned, occupied or controlled by the school district, on school premises, in school-provided transportation, or at any school-sponsored or school-supervised activity, except as otherwise specifically authorized in ([Board Policy 832](#) *Weapons on School Premises*).

Any employee on school premises in possession of a weapon will be subject to appropriate disciplinary action, up to and including termination. Also, any staff member who has reason to believe that a person has or will violate this policy is required to report to the school principal, their supervisor, or law enforcement immediately. Failure to report such information may subject the staff member to disciplinary action, up to and including termination.

Workplace Safety

The Appleton Area School District is committed to providing a safe and healthy working environment. It is the responsibility of each individual to observe safe work practices and adhere to the safety rules imposed by the District (pursuant to federal and state law) at all times. Employees are directed to immediately report all potential safety concerns to his/her immediate supervisor whenever such conditions are observed. If the matter is not satisfactorily resolved through informal discussion with the immediate supervisor, an employee may refer to the Grievance Procedure as outlined in this Handbook.

SECTION 4: EXPECTATIONS AND PRACTICES

The Board of Education expects employees to produce quality work, maintain confidentiality, work efficiently and ethically, and exhibit a professional and courteous attitude toward other employees, parents, and students. The Board of Education expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations. The Board of Education expects employees to comply with the standards of conduct stated in Board policies, this *Handbook*, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. The expectations found in this *Handbook* are 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.

Attendance / Reporting Absences / Unauthorized Absence

In order for schools to operate effectively, employees are required to be punctual and present for work. Employees who are unable to report to work or to work on time shall follow the applicable procedures for reporting absences in the absence management system. Failure to report an absence in a timely manner or to report to work, leaving work during scheduled hours without permission, excessive absences, unacceptable patterns of absence, and/or habitual tardiness will be subject to appropriate disciplinary action, up to and including discharge.

Breach of Contract (Administrators and Educators)

Should a contracted employee voluntarily breach his/her contract by resigning during its term, unless for “good reason”, a liquidated damage fee in the respected amount set forth below and reflected in the individual’s contract shall be paid or forfeited by the employee. If the resignation occurs during July or August, the liquidated damage fee must be submitted with the signed resignation letter. Notice of resignation is defined as the date the resignation letter is received by the Human Resources Department. Upon receipt of the resignation letter and payment, the recommendation for release of contract will be made to the Board of Education at a formal meeting. Upon approval, the employee will receive a release of contract letter.

“Good reason” includes physical or mental incapacity to do the work, serious illness or death in the immediate family, spousal job relocation where it would be impractical for the employee to fulfill his/her contract, or for similar hardship situations. Decisions regarding the payment of liquidated damages will be made by the Superintendent or his/her designee.

Administrators

Administrators shall provide ~~at least thirty (30) workdays notice (excluding vacation days)~~ adequate prior to the resignation effective date or the following liquidated damages shall be due:

- ~~\$500 if written notice is submitted to Human Resources after June 1 if at least a fifteen (15) workdays notice is provided~~
- ~~\$1,000 if written notice is submitted to Human Resources after June 30 if at least a fifteen (15) workdays notice is provided~~

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Educators

Educators shall provide notice by June 30 or the following liquidated damages shall be due:

- \$500 after July 1 and up to ~~July 31~~ after July 1 and up to August 15
- \$1,000 after ~~August 1~~ August 15 or anytime throughout the term of the existing contract.

Co-Curricular Activities

The Board of Education recognizes that co-curricular activities are an important extension of the classroom. The District will hire highly qualified coaches/advisors to fill open positions. Assignments will be offered to the individual, who in the sole discretion of the District is the most qualified applicant. The District will make every effort to hire AASD employees who meet this criterion; therefore all AASD employees who are qualified for an open co-curricular activity will be granted an interview.

All co-curricular contracts are for one year and will be filled on an annual basis. If a coach/advisor resigns a split position, the remaining coach(es)/advisor(s) shall have the option of being assigned the portion resigned.

Co-curricular duties will be compensated according to established rates and will be added to paychecks per the co-curricular contract signed.

All co-curricular sports advisors (coaches) will be expected to become certified in CPR-AED within one year of being contracted and must maintain their certification for the duration of their coaching career. Additional certifications important to a particular sport such as life-guarding or spine-boarding will also be required as directed by the Activities Director (A.D.). During the term of the contract, coaches will be expected to attend code of conduct meetings, coaches meetings and staff development as provided by their supervising A.D. Also, all high school coaches will be expected to provide support for off-season development of student athletes.

Supervision and evaluation is a continuing process for the purpose of program improvement and assessing the individual performance of the coach/advisor. Individuals holding co-curricular assignments shall be evaluated in the manner and frequency that their supervisor deems appropriate. The A. D. will schedule an annual meeting with head coaches and complete a formal evaluation at least once every three (3) years.

Athletic supervision opportunities will be made available to all AASD employees. Because knowing the students who are being supervised is desirable, preference will be given to staff members who work within the building hosting the event. In the event no AASD employee desires or is qualified to do a particular supervision, the A.D. will place individuals from outside the AASD. When multiple AASD staff members request a paid supervision assignment, the A.D. will make the assignment. The athletic supervision duties will be compensated according to established rates.

Conflict of Interest

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their immediate

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supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he/she is associated.

Applicants for employment in the District will be selected without regard to a relationship with a current employee in the District. To avoid possible or perceived conflicts of interest, an employee who is related to another employee or applicant, or the direct report of the employee with a relative as an applicant or employee, will not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person. Accordingly, the District reserves the right to take necessary and appropriate employment actions to prevent such situations, including but not limited to, reassignments, transfers, schedule changes or terminations (**Wis. Stats. § 946.13**)

Copyrighted Materials

Infringement on copyrighted material is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as “fair use” under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form.

The school district does not condone the illegal use or reproduction of copyrighted materials in any form. Employees, who willfully disregard [Board Policy 771 – Reproduction of Copyrighted Materials](#), do so at their own risk, assume all liability and may be subject to disciplinary measures by the District.

District Funds

Employees must adhere to all internal controls that ensure the appropriate use of District funds. Any person who suspects fraud or financial impropriety in the District will report the suspicions immediately to his/her immediate supervisor/principal or the Chief Financial Officer. Reports of suspected fraud or financial impropriety will be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or comply with law. Employees who engage in fraud or other financial impropriety may be disciplined, up to and including discharge.

Electronic Communications and Acceptable Use

The Appleton Area School District (AASD) is committed to the effective use of technology to both enhance the quality of student learning and the efficiency of District operations. Technology and network resources are valuable tools for students, staff and community. The AASD provides computer facilities, equipment, software and a local and wide-area network that is accessible for the primary purpose of supporting the educational mission of the District.

The use of the AASD electronic communication systems is provided to staff to further the educational mission of the AASD. These electronic communication systems include, but are not limited to: email, blogs, social media, learning management systems, telecommunication systems, and other web-based/electronic tools. The District provides email access to conduct school business. Employees may use email for personal reasons, as long as it conforms to school etiquette standards and is not used excessively.

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Use of the District technology system is a privilege and not a right. Employees who use the District's information technology system should have no expectation of privacy in the content of their personal files, communications and records of their online activity. Employee use of the District's network will be governed by [Board Policy 522.7 – Acceptable Use for Technology and Network Resources](#) and the related administrative guidelines. The consequences for violations of this policy may result in suspension of technology privileges, report to criminal authorities, legal action, or discipline up to and including termination.

Employee Use of Social Media

Social media is defined as “online services that require communication between two or more people” and encompasses a wide range of written, audio, and visual communication. Social media networks include but are not limited to: personal websites, blogs, wikis, social networks, online forums, twitter, and virtual worlds.

The District recognizes the importance of online social media networks as a communication and learning tool for AASD staff and students. The District also recognizes its obligation to teach and ensure responsible and safe use of these technologies. Toward that end, the District provides password-protected social media tools and District approved technologies for e-learning and encourages the use of District tools for collaboration by employees and students.

An employee's use of any social media network or postings, displays, or communications on any social media network must comply with all state and federal laws and applicable District policies. Professional employees' use of social media networks will be governed by [Board Policy 522.7 – Acceptable Use for Technology and Network Resources](#).

False Reports

Honesty is a core value of the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, etc. Employees may be disciplined for filing false reports or statements including but not limited to the following: accident reports, attendance reports, insurance reports, physician's statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports.

Identification Badges

As part of the effort to ensure a safe and secure environment, each employee will be issued an identification badge. Identification badges must be displayed in plain view by all regular employees while carrying out customary employment duties. No alterations may be made to the badge. A fee may be incurred for more than one replacement. For staff badge information, contact Facilities & Operations.

Investigations

In the event of a District investigation or inquiry, every employee has an affirmative duty to provide to his/her supervisor(s), or any other District official assigned to investigate, all relevant and factual information about matters subject to an investigation. Employees are required to cooperate with the investigation. Failure to cooperate in a District investigation may result in discipline, up to and including discharge. The District may place an employee on administrative leave, paid or unpaid, during an investigation into an alleged misconduct by an employee.

Individual Contracts (Educator and Administrator)

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Professional Educator

Individual contracts for professional educators will be issued on or before March 15 and they must be returned to the Office of Human Resources by April 15 and adhere to the requirements of §118.22 Wis. Stats.

Administrator

Administrator contracts will be issued on or before February 15 and they must be returned to the Office of Human Resources by March 15. Individual contracts for administrators will adhere to the requirements of §118.24 Wis. Stats.

Licensure / Certification

It is the personal responsibility of all employees to maintain in effect any license (s) required by the law and regulations of Wisconsin Department of Public Instruction (DPI) for his/her assigned position (i.e. Special Education Paraprofessionals, Educators and Administrators). All licensed employees will submit a copy of his/her license to the Office of Human Resources prior to July 1. After which, it is the employee's responsibility to assure that appropriate DPI requirements are completed to maintain licensure and submit renewal verification to Human Resources prior to August 15. Failure to maintain a valid DPI license in the certification area(s) of the employee's assignment will void any employment contract and may result in suspension without pay or termination of employment.

All employees shall maintain all DPI licenses and certifications which they held the year prior. Prior to an employee allowing the license or certification to lapse or expire, or to allow its surrender, the employee must notify the Chief Human Resources Officer in writing. The employee's timing in which the letter is received as well as future staffing, may impact the employee's employment.

Other employees whose assignments require certification are required to maintain and submit verification each time the certification is renewed to Human Resources. This may include but not limited to state certification for School Nurses, Therapists, Therapy Assistants, etc.

Paraprofessionals with assignments in a Title I School are required to have Elementary and Secondary Education Act (ESSA) Certification or two years of post-secondary education (48 college credits).

Personal Appearance

It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. The District expects that all employees are neat, clean, and wear appropriate dress for work. Positive role modeling is a part of the employee's professional responsibilities. The manner in which staff members dress sets the climate for the learning environment as well as creates an impression on parents and the community. Staff should dress in a manner and have an appearance that is appropriate and consistent with the environment in which they work, the duties of their jobs, and the impressionable youth they serve.

The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.

Personal Appearance Expectations – Uniforms (Custodial/Maintenance) ([link](#))

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Personnel Files

The District maintains a confidential personnel file for each employee. Records for all employees will be considered confidential to the extent provided by law and will be maintained by the Office of Human Resources. Records will be maintained in accordance with all applicable federal and state laws and regulations.

An employee may view his or her personnel file by making a request in writing with twenty-four hour notice. Personnel files are the property of the District and must be reviewed while in the presence of the Chief Human Resources Officer or his/her designee. The employee shall be entitled to have a representative accompany him/her during such review. No documents may be altered or removed by the employee. An employee may request to receive copies of any documents contained in the personnel file except those delineated in **§ 103.13(6) Wis. Stats.**

Political Activity

The Appleton Area School District (AASD) Board of Education recognizes that staff members have civic responsibilities and/or rights, including the right to vote, to be an active member of the political party of their choice, to campaign for candidates for election to public office, and to seek, campaign for, and serve in public office. In fulfilling their responsibilities as members of the AASD staff, they shall refrain from exploiting their privilege of position. They shall not exploit students in any way for political purposes for themselves or for any party, candidate, or special interest group.

Political activities of staff members must be conducted outside of school hours and off school premises. They shall not use District facilities, equipment, or supplies in connection with their political activities. Refer to [Board Policy 522.5](#) – *Staff Involvement in Political Activity* regarding specific political activity guidelines for employees.

Resignation

Employees of the District may choose to terminate employment. All resignation requests must be submitted in writing with an original signature to the employee's immediate supervisor and the Chief Human Resources Officer with a requested resignation date and with sufficient notice. The District reserves the right to adjust a requested resignation date to an earlier date. The date the letter is received by Human Resources is considered the notification of resignation date in assessing liquidated damages fees or **vacation payout.**

Adequate notice is requested as a professional courtesy in order to provide continuous quality of service to the District's students and families. Adequate notice is defined as follows or a liquidated damages fee may apply (see *Breach of Contract*) and/or forfeiture of accrued and/unused vacation time (if applicable):

- Administrators – **June 30 or earlier** ~~Thirty (30) calendar days prior to the effective date of resignation.~~
- ~~Educators – June 30 or earlier.~~
- ASU, Secretaries, and Maintenance ~~and Paraprofessionals~~ – a minimum of fifteen (15) calendar days prior to the effective date of resignation.

Employees who do not provide sufficient notice as outlined above and do not work the time

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between when the notice was received by Human Resources and his/her last workday, forfeit accrued and/or unused vacation. Work time is defined as actual time working without the use of vacation or other leave time. Employees eligible for paid vacation who terminate employment for any reason (other than discharge) shall be paid for any accrued and/or unused vacation time provided they meet the requirements as stated. Remaining accrued vacation **up to 5 days** will be paid on the employee's final payroll.

Retirement Qualifying for the AASD Post-Retirement Benefit

In order for an employee to receive post-employment benefits employees must submit a retirement letter with an original signature to the Chief Human Resources Officer by the following:

- Administrators – No later than **February 15** ~~March 1~~
- Educators – No later than **February 15** ~~March 1~~ for end of year retirements or by October 20 for end of first semester retirements.
- ASU, Secretaries, Custodial/Maintenance, and Paraprofessionals - at least a forty-five (45) day notice prior to the last workday

Administrator/Support Staff: Vacation, personal days, or holidays cannot be used to extend a retirement date and employees electing to retire must work ten (10) consecutive workdays prior to their retirement date. Remaining accrued vacation at time of retirement will be paid on the employee's final payroll.

Separation Procedures

Employees who retire, resign or separate employment are required to return all District property to their immediate supervisor before leaving the premises on their final day of employment. Upon receipt of all District-owned property, the employee will receive their final paycheck. Access to District email and technology will terminate on the employee's last day of work.

In the event a contract is terminated before the end of contractual year, the amount of sick leave and personal leave will be pro-rated and deductions of salary will be made if leave time use exceeds the pro-rated or accumulated amount.

Workday (See Addendum for all groups)

SECTION 5: STUDENT SUPERVISION AND WELFARE

Acting affirmatively to create a positive school climate by fostering respectful relationships, assisting students in meeting building level expectations for student behavior and maintaining positive communities of support within each school and classroom is essential. All staff should be familiar with the Board policies that define our obligations toward our students to create a safe, positive and nurturing learning environment. This section of the handbook briefly summarizes these policies.

Student Relations

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

Confidentiality

District staff often has access to confidential information. This confidential information may include access to information regarding students, families and other employees. The law and respect for our students require confidential information to be disclosed only when it is professionally appropriate to do so.

It is essential that student information is kept confidential. Discussions regarding students with any individuals that do not have a “right to know” compromises professional accountability and are restricted. Any pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in [Board Policy 347 – Student Records](#).

In addition to student information, confidentiality is expected in other areas, including employee or District business information. All written requests for District records shall be referred to the appropriate administrator.

Reporting Suspected Child Abuse and Neglect

The AASD will fully comply with Wis. Stat. § 48.981. Under Wis. Stat. § 48.981. The purpose of [Board Policy 454 – Reporting Suspected Child Abuse and Neglect](#) is to make clear the statutory and District policy requirements of District employees to report suspected child abuse or neglect. The reporting procedures are explained in the policy and summarized below.

Any District employee who has reasonable cause to suspect that a child seen by the person in the course of professional duties has been abused or neglected or who has reason to believe that a child seen by the person in the course of professional duties has been

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threatened with abuse or neglect and that abuse or neglect of the child will occur shall immediately inform, by telephone or personally, the county Child Protective Services (CPS) or the police of the facts and circumstances contributing to that suspicion. Employees making a report to county CPS or the police are to notify the building principal or direct administrative supervisor unless otherwise directed not to do so by county CPS or the police.

The District will identify annually a District designated ombudsman to assist District staff, to make reports to CPS or the police. The ombudsman has the following authority: to assist all staff in the reporting process and fulfilling obligations; to provide an alternative source for staff inquiries; to assist in the review of the effective implementation of the policy; and to serve as the link between the school District and outside agencies under this policy.

Any employee or institution participating in good faith in making a report under Wis. Stat. § 48.981 shall have immunity from liability, civil or criminal, that results by reason of the action. No individual making a child abuse or neglect report in good faith may be terminated from employment, disciplined or suffer adverse action in regard to employment, or threatened with any such treatment for so doing. Any District employee who violates this policy is subject to discipline, up to and including termination of employment.

Administration of Medications

A school administrator will authorize in writing any school employee to administer any medications to students. Administration of medication by means other than ingestion may be done by any school employee with proper training and evaluation. Determining such individuals will be the joint responsibility of the building administrator and the school nurse. Employees, other than health care professionals, who are authorized to administer oral medication to students, will receive training approved by the District. Employees, other than health care professionals, who are authorized to give medication by means other than ingestion, will receive training approved by the Department of Public Instruction (DPI). The school employee who is authorized and trained to administer medication is immune from civil liability for his/her acts or omissions in administering medication to a student unless the act or omission constitutes a high degree of negligence.

School personnel should complete the “knowledge” portion of the medication administration training for required routes at least every four (4) years as provided on the DPI website. “Skill training” for the required routes of administration must occur at initiation of the medication assignment and should be repeated annually thereafter. This skill training is provided by the District. ([Board Policy 453.4](#) - *Administration of Drug Products/Medications to Students*)

Student Bullying

The Appleton Area School District is committed to providing a safe, secure, and healthy environment that allows all students to maximize their learning potential. The Board of Education considers bullying to be detrimental to the health and safety of students and disruptive to the educational process and is prohibited.

Bullying includes aggressive and hostile behavior that is intentional and involves an imbalance of power between the bully and the bullied. This behavior may include but is not limited to physical and verbal assaults, nonverbal or emotional threats or intimidation, harassment, social exclusion and isolation, extortion, use of computer or telecommunications

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to send messages that are embarrassing, slanderous, threatening or intimidating (cyber-bullying). Bullying may also include teasing, put-downs, name calling, rumors, false accusations, and hazing. Bullying based on sex, race, color, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability or handicap in its education programs or activities is also prohibited by law and Board policy.

Bullying behavior is prohibited in all schools, buildings, properties, educational environments as well as on any school grounds or school buses. This includes any property or vehicle owned, leased, contracted, or used by the AASD such as public transportation regularly used by students to go to and from school and to school-sponsored events.

All school staff members and school officials who observe or become aware of acts of bullying that violate [Board Policy 443.71](#) – *Bullying* are required to report these acts to the building administrator. Employees who violate this policy are subject to discipline, up to and including termination of employment.

Suicide Prevention

District professional staff members are in positions to recognize students who are suicide risks; under no circumstances should this be kept confidential. Knowledge on the part of a school staff member of a young person's intent to engage in a suicidal act requires the staff member to intervene and refer as per [Board Policy 457](#) – *Prevention of Youth Suicide*.

Referral to the school counselor or other appropriate pupil services staff member should occur immediately when a staff member is aware of a student who may be a risk or threat to himself/herself. It is important to emphasize that suicidal threats, gestures, or reports be treated seriously and while there are degrees of seriousness, no situation should be treated casually.

Locker Room Privacy

School locker rooms are provided for the use of physical education students, athletes and other activity groups or individuals authorized by the building principal or Board of Education policy. The District recognizes the privacy rights of individuals using school locker rooms and shall take reasonable measures to protect an individual's privacy.

Under no circumstances may cameras, video recorders or other recording devices be used in the locker room. Also, no person may use a cell phone to capture, record or transfer a representation of a nude or partially nude person in the locker room or to take any other photo or video image of a person in the locker room.

Anyone who violates [Board Policy 443.92](#) – *Locker Room Privacy* shall be subject to school disciplinary action and/or penalties under state law.

SECTION 6: PROFESSIONAL GROWTH

Performance Evaluations

Administrators

Supervision and evaluation is a continuing process for the purpose of improving and assessing the individual performance of administrators. Administrators in their first two (2) years of employ in the District will be evaluated each year. Every administrator with more than two (2) years of administrative experience in the District will be evaluated at least once every three (3) years, unless a specific need warrants more frequent formal evaluation.

Educators

The Appleton Area School District values quality instruction for achieving student success. Observation/evaluation is a continuing process for the purpose of improving instruction and assessing the individual performance of professional educators. Observations, supervision and artifacts will be the basis for any evaluation. Professional educators in their first three (3) years of employment in the District will be evaluated each year. Every professional educator with more than three (3) years of experience in the District will be evaluated at least once every three (3) years. Evaluations will be completed prior to the last contract day of the school year.

Administration will inform the professional educator by September 20 regarding who his/her primary supervisor/evaluator will be for the school year.

Should a supervisor identify a professional educator as in need of more intensive assistance to refine or develop skills to provide quality instruction, a support program will be developed to address identified deficiencies. The goal of intensive support is for the educator to meet expectations. An individual program of support will be designed to meet the specific needs of the teacher and the performance expectations of the District.

Office Support (ASU) and Secretaries

All employees are responsible for setting a performance growth goal each school year. Employees will collaborate on setting the goal with their evaluator prior to October 31. As part of the process, employees will perform a self-assessment of performance documenting their evidence of work and review their progress in achieving their goal by submitting the forms to their administrator by April 1.

All new employees will be evaluated a minimum of once during the course of their first ninety (90) work days and once at the conclusion of their first year. All other employees will be evaluated at least once during the first year following his/her first year of employment evaluation. In addition, employees will be evaluated at least every third year thereafter, unless a specific need warrants more frequent formal evaluation. Evaluations will be completed by the administrator or his/her designee. Employees will be notified at the start of the school year who will serve as their primary evaluator for that school year. Evaluations for all employees will be done in a cooperative manner on a standard form accessible to the employee.

Should a supervisor identify an employee in need of more intensive assistance to refine or develop skills, a plan of support will be developed to address identified deficiencies. The goal of intensive support is for the employee to meet performance expectations.

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Other Support Staff (ASU, Custodial-Maintenance, and Paraprofessionals)

All new employees will be evaluated a minimum of once during the course of their first ninety (90) work days and once at the conclusion of their first year.

All other employees will be evaluated at least once during the first year following his/her first year of employment evaluation. In addition, employees will be evaluated at least every third year thereafter, unless a specific need warrants more frequent formal evaluation. Evaluations will be completed by the administrator or his/her designee. Employees will be notified at the start of the school year who will serve as their primary evaluator for that school year. Evaluations for all employees will be done in a cooperative manner on a standard form accessible to the employee.

Capacity Building / Professional Development

Educators

All educators will engage in continuous capacity building including collaborative efforts to maintain high standards of instructional excellence as outlined in the Educator Effectiveness model. Such efforts shall be connected to curricular assignment(s) within Board approved curriculum and address district focus areas as referenced in the compensation framework ([link](#)). In addition to maintaining high standards of excellence for the students, the educator will make him/herself available to his/her colleagues for collaboration focused on student learning.

Professional Development is ultimately the responsibility of all educators in the District, with the District supporting capacity building through opportunities scheduled during the calendar year, outside of the school day, and over the summer.

New Educator Induction/Mentoring Program ([link](#))

Administrators

All administrators shall engage in independent and active efforts to maintain high standards of individual excellence. Administrators are encouraged to continue professional growth through participation in conventions, programs, professional meetings and other activities conducted by local, state and national administrator associations; seminars, workshops and courses offered by institutions of higher learning, and other formal and informal professional development activities.

Each site/department may have a budget amount to cover professional conference and meeting attendance. National conference attendance (based on a central rotational schedule) must be approved in advance through the regular channels with the request form being received by the appropriate Assistant Superintendent a minimum of one month prior to the conference.

The District will pay state and national professional association dues for one organization for administrators. The money required for payment of such dues is to be budgeted annually.

All Support Staff (ASU/Secretaries/Custodial-Maintenance and Paraprofessionals)

The District has designated days within the calendar for support staff to participate in staff development opportunities provided by the District.

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Health Service Procedure (HSP) and First Responder Training

A school nurse is responsible for training staff on Health Services Procedures (HSP) and consulting with the building principal to establish a HSP Agreement.

Secretaries and Paraprofessionals performing Health Services Procedure (HSP) or First Responder duties shall receive training during regular work hours, when possible. If such is not possible, then these employees shall be paid or provided compensatory time for the training time. Training for all other employees shall be voluntary and will not be eligible for compensation or compensatory time.

Employees performing a HSP will receive the appropriate training and ongoing supervision, from a school nurse. Training will include completion of the “knowledge” portion of the medication administration training for required routes at least every four years as provided on the DPI website. “Skill training” for the required routes of administration must occur at initiation of the medication assignment and should be repeated annually thereafter. This skill training is provided by the District.

Assignments of Health Services Procedures:

- When a student requiring a HSP is assigned to a fully staffed classroom, volunteers shall be sought for assignment to perform the HSP.
- Vacancies that require working with a student who requires a HSP shall be noted on the posting.

Under District policy, no employee except a health care professional may be required to administer a drug or prescription drug to a pupil by any means other than oral ingestion. (**Board Policy 453.4** - *Administration of Drug Products/Medications to Students*)

Each hourly employee assigned to perform a HSP will receive the appropriate stipend(s) on the first paycheck in June as outlined on the HSP Agreement form.

SECTION 7: ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Determination of Assignment

Maximizing the expertise of our staff is best accomplished when considering the experience, training, length of service, skills, abilities and preferences of staff in determining assignments. Administration will have the final responsibility for the determination of all assignments.

B. Posting of Vacancies:

Vacant positions will be posted after employees who are “without assignment” are placed in the position or certification area and provided there are no layoffs in the vacancy area.

Human Resources will email a posting notice to all employees at the beginning of the posting cycle. Staff may monitor the posting website weekly for new vacancies. All positions will be posted on the designated website for a minimum of three (3) business days. The posting shall include, to the degree known, the start date for the position, the location, a position description, the full-time equivalency, the area(s) of certification/degree requirements (if applicable) and the date the posting will close. The District retains the right to determine the required qualifications for all vacancies. Consideration will be given first to the candidates who apply prior to the closing date.

The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.

C. Process for Filling Vacancies:

Current employees may apply for vacant positions, if they are in good standing, defined as not being on an individual program of support. An employee within the **first year** (*was 3 for educators and 1 for support staff*) of employment in the District will not be eligible to apply for vacancies unless designated as “without assignment”, requesting a contract change, **or are currently assigned to multiple locations**.

***Internal Educator candidates currently using the certification (i.e., his/her full-time assignment requires the certification) required in the posting, who apply for a vacant position prior to the posting closing date, will be offered an interview with the exception of non-teaching leadership positions.**

After July 31, in order to minimize disruption in the best interests of student achievement, vacancies will not be filled internally. Positions will be filled by:

1. TWA staff due to enrollment lock-in
2. Positions will be filled by external educators and awarded as “Temporary” contracts or filled by long-term substitutes. If the position exists for the following year, the position will be posted in the spring to offer an opportunity for internal candidates to apply. This does not create an obligation to fill any vacancy; and all re-assignments within a building may be made prior to the determination that a vacancy exists.

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D. Involuntary Transfers:

When the District determines that an involuntary transfer of an employee is necessary to prevent non-renewal caused by staff reduction measures or to reduce travel or fill a vacancy, the District may, at its discretion, transfer an employee qualified for the position. An employee involuntarily transferred by the District will receive a written notice from the Chief Human Resources Officer or his/her designee which will include the reason(s) for the transfer. An employee who is involuntarily transferred to an assignment requiring the same FTE shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer.

Administrators ([link](#))

Administrative Support Unit ([link](#))

Secretary ([link](#))

Custodial/Maintenance ([link](#))

Paraprofessional ([link](#))

Professional Educator ([link](#))

Copy of Handbook Addendum sections for staff revised to the language above

Administrators

Posting of Vacancies and Approval of Transfers

~~When a position on the administrative staff opens, it shall be announced to the entire administrative staff. Any current administrator may apply for that position. The Superintendent and leadership team will evaluate the transfer request based on the best interest of the District.~~

ASU

Posting of Vacancies

~~Notice of available positions shall be sent via electronic mail and posted on WECAN for a minimum of three (3) business days. The notice shall include, to the degree known at the time of the posting, the date of posting, when the position will begin, the building(s) in which the assignment will be performed, a description of the position available, the full-time equivalency, the area(s) of certification required (if applicable) and the date the posting will close. The District retains the right to determine the qualifications needed for any vacant position.~~

Process for Filling Vacancies

~~All vacant positions will be filled by administration through an interview process.~~

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

Determination of Assignment

~~Administration will have the final responsibility for the determination of all assignments.~~

Involuntary Transfers / Reallocation of Staff

~~When the District determines that an involuntary transfer of an employee is necessary, the District may, at its discretion, transfer an employee qualified for the position. An employee involuntarily transferred by the District will receive a written notice from the Chief Human Resources Officer or~~

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~~his/her designee which will include the reason(s) for the transfer.~~

Maintenance

Posting of Vacancies

~~Notice of available positions shall be sent via electronic mail and posted on WEGAN for a minimum of three (3) business days. The notice shall include, to the degree known at the time of the posting, the date of posting, when the position will begin, the building(s) in which the assignment will be performed, a description of the position available, the full-time equivalency, the area(s) of certification/licensure required (if applicable) and the date the posting will close. The District retains the right to determine the qualifications needed for any vacant position.~~

~~A vacancy shall be filled as follows:~~

- ~~1. Employees desiring vacant jobs shall apply via the WEGAN website.~~
- ~~2. At the end of the posting period, the vacancy will be awarded based on the following:~~
 - ~~a. Skill and ability~~
 - ~~b. Ability to perform the essential functions of the position~~
 - ~~c. Length of Service~~

~~Length of services shall be the primary consideration when factors 2a and 2b are relatively equal in the judgment of administration. The employee shall demonstrate his/her ability to perform the job posted within fifteen (15) days and, if deemed qualified by administration, shall be assigned the job. Should such employee not qualify or desire to return to his/her former position, a reassignment may be made at the discretion of the District without loss of length of service or pay to the employee.~~

~~The District reserves the right to fill vacancies through involuntary transfer. Also, if no qualified applicants bid on the posted job, the District shall have the right to recruit personnel from outside the work force. In the event it becomes necessary to discontinue or suspend a job for a period of time, a notice to that effect shall be posted immediately.~~

Paraprofessionals

Process for Filling Vacancies:

- ~~• Prior to July 1, vacant positions will be open to current paraprofessionals. Current paraprofessionals may apply for vacant positions. A paraprofessional within the first year of employment in the District will not be eligible to apply for vacancies unless designated as a paraprofessional without assignment or requesting a significant change in assignment FTE or a job with higher compensation. A current paraprofessional who applies for a vacant position, prior to the end of a posting period, may be granted an interview for the position. If there are any internal candidates who meet the qualifications required in the posting, internal interviews will be held prior to an external posting.~~
- ~~• After July 1, all positions that remain vacant or become available will be assigned to paraprofessionals without assignment or filled by administration through an interview~~

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

- Determination of Assignment
- Maximizing the expertise of our staff is best accomplished when considering the experience, training, length of service, skills, abilities and preferences of staff in determining assignments. Administration will have the final responsibility for the determination of all assignments.
- Involuntary Transfers:
- When the District determines that an involuntary transfer of an employee is necessary, the District may, at its discretion, transfer an employee qualified for the position. An employee involuntarily transferred by the District will receive a written notice from the Chief Human Resources Officer or his/her designee which will include the reason(s) for the transfer.

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Educators

A. Process for Filling Vacancies:

Current educators may apply for vacant positions. Educators making application must be in good standing, defined as not being on an individual program of support. An educator within the first three years of employment in the District will not be eligible to apply for vacancies unless designated as a teacher without assignment or requesting a contract change. A current educator who applies for a vacant position, prior to the end of a posting period, may be granted an interview for the position.

Prior to July 1, every vacant position will be open to current educators in good standing.

- If there are any internal candidates currently using the certification (i.e., his/her full-time assignment requires the certification) required in the posting, the position will not be open to external candidates and the position will be filled by a current educator who interviewed for the position. The educator selected for the position does not need to be currently using the certification required in the posting.
- When the pool of internal candidates only contains educators not currently using the certification required in the posting, external candidates may also be granted an interview.

After July 1, all positions that remain vacant or become available will be assigned to teachers without assignment or filled by administration through an interview process.

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

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~~B. Involuntary Transfers:~~

~~When the District determines that an involuntary transfer of an employee is necessary to prevent non-renewal caused by staff reduction measures or to reduce travel or fill a vacancy, the District may, at its discretion, transfer an employee qualified for the position. An employee involuntarily transferred by the District will receive a written notice from the Chief Human Resources Officer or his/her designee which will include the reason(s) for the transfer. An employee who is involuntarily transferred to an assignment requiring the same FTE shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer.~~

~~Process for Filling Non-Teaching Leadership Position Vacancies~~

~~For non-teaching leadership positions, the District retains the right to select the most qualified applicant (internal or external regardless of years in the District) for any position based upon posting language. This restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the position description. (See D. for the definition of NTL positions)~~

~~Secretaries~~

~~Determination of Assignment:~~

~~Maximizing the expertise of our staff is best accomplished when considering the experience, training, length of service, skills, abilities and preferences of staff in determining assignments. Administration will have the final responsibility for the determination of all assignments.~~

~~Process for Filling Vacancies:~~

~~Current secretaries may apply for vacant positions. A secretary within the first year of employment in the District will not be eligible to apply for vacancies unless designated as a secretary without assignment or requesting a significant change in assignment FTE or a job with a higher compensation. A secretary who applies for a vacant position, prior to the end of a posting period, may be granted an interview for the position. A secretary making application must be in good standing, defined as not being on an individual plan of support. A current secretary who applies for a vacant position, prior to the end of a posting period, may be granted an interview for the position.~~

~~Prior to July 1 for the upcoming school year, every vacant position will be open to current secretaries. After July 1, all positions that remain vacant or become available will be assigned to secretaries without assignment or filled by administration through an interview process.~~

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

- ~~Involuntary Transfers:~~

- ~~When the District determines that an involuntary transfer of an employee is necessary, the District may, at its discretion, transfer an employee qualified for the position. An employee involuntarily transferred by the District will receive a written notice from the Chief Human Resources Officer or his/her designee which will~~

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include the reason(s) for the transfer.

SECTION 8: REDUCTION IN STAFF / LAYOFF

The District reserves the right to lay off an employee based upon the District operational and/or budgetary needs of the District. If the Board of Education determines to reduce the number of positions (full layoff) or the number of hours in any position (partial layoff), the provisions set forth in this section shall apply.

Notice of Reduction

A layoff is not a termination, a suspension, nor other form of discipline; therefore, a layoff is not subject to the District's Grievance Procedure. It is also understood that as a layoff, the nonrenewal procedures of Section 118.24, Wis. Stats., do not apply to contracted employees.

- Administrators
The District reserves the right to layoff administrators within the duration of the contract due to District operational needs, changing needs for administrative positions and/or budgetary constraints. Should an administrative layoff become necessary (either full or partial), the District will notify affected administrators by November 15 for second semester layoffs or by May 15 for the next year.
- Educators
A layoff is effective after the expiration of the individual contract under which a professional educator is currently employed. The employee shall be given final notice of layoff not less than thirty (30) calendar days prior to the first contracted date of the school year.
- Support Staff (ASU, Secretaries, Custodial-Maintenance, and Paraprofessionals)
The employee shall be given final written notice of layoff not less than fourteen (14) calendar days prior to the effective date of layoff.

Selection for Reduction

Whenever a reduction in contracted staff (administrators or educators) is deemed necessary by the Board of Education, the Central Administration will make the final determination on the position(s) to be eliminated or reduced and the staff member selected for layoff. The elimination of a position does not necessarily mean the employee occupying the position will be laid off.

In the implementation of staff reductions under this section, normal attrition resulting from employees retiring or resigning and requests for voluntary layoff will be considered. If attrition and volunteers are insufficient to accomplish the necessary reduction in staff, length of service (within the division or assignment categories for administrators and support staff), current and past assignments will be collectively considered in determining layoffs.

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Recall from Layoff

Contracted Employees

The recall from layoff process is solely available to employees laid off under this section and shall extend for a time period of twelve (12) months from the date of layoff. It does not apply to contracted employees non-renewed based upon performance as set forth in Section 118.22 Wis. Stats.

All Employees (Including Contracted Employees)

All employees on layoff will be placed on a reemployment list. If a vacancy occurs or a new position is created during the twelve-month period in which an employee is on layoff, the District will recall an employee who has recently been using the required certification or within the same job classification. If multiple employees meet the criteria for recall, the staff member recalled will be at the discretion of the District. Length of service, performance as measured by educator evaluations, current and past teaching assignments will be collectively considered in determining the employee recalled from layoff.

An employee recalled from layoff will be assigned a position or will secure a position in accordance with filling vacancies language in the *Handbook*.

Expiration of Recall Opportunities

Recall opportunities will expire for employees on full layoff or partial layoff after a time period of twelve (12) months from the date of layoff. Recall from layoff opportunities shall end for an employee who accepts employment with another school district or refuses an offer of recall. Employees remaining on partial layoff during their twelve (12) month recall period will not lose the opportunity to be recalled for the equivalent FTE held prior to layoff.

Benefits Summary

While on layoff no compensation or benefits shall be provided to the employee. An employee who is laid off will retain original date of hire for purposes of determining wages should the employee return to employment with the District within a period of twelve (12) months from the date of layoff. The time spent on layoff shall not be counted toward years of service in the District.

The employee may retain membership in the group health and dental insurance programs during layoff status by remitting the full premium amounts. The continuation of health and dental insurance at the employee's expense is contingent upon the insurance carrier(s) allowing such a benefit. Please refer to Employee Benefit (COBRA) for a full explanation of insurance continuation options.

Employees who receive a layoff that results in a reduction in hours shall not lose any benefits they have accrued (i.e. earned vacation, sick leave time, and post-retirement benefits). If the employee is recalled from layoff or re-hired after the expiration of the layoff period, unused sick leave and accrued retirement benefits up to the time of the layoff will be reinstated along with any other benefits they have accrued.

SECTION 9: NON-RENEWAL, DISCIPLINE, AND DISCHARGE

Standard for Non-Renewal (Administrator/Educator)

Administrators and Educators employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Wis. Stats. (Administrator 118.24 / Educator 118.22). No Administrator / Educator shall be non-renewed for arbitrary or capricious reasons, or in violation of any applicable law. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats. And is not covered by the Grievance Procedure noted in this Handbook.

Standard for Employee Discipline and Termination

No individual shall be disciplined or terminated for arbitrary or capricious reasons, or in violation of any applicable law. The term “employee discipline” shall have the same meaning as set forth in the Grievance Procedure as provided for in this Handbook.

Discipline may result when an employee’s actions fall short of generally accepted standards of professional behavior or violates a policy or rule, when an employee’s performance is not acceptable, or the employee’s conduct is detrimental to the interests of the District. The District reserves the right to impose disciplinary action as may be appropriate in particular circumstances. Specific disciplinary action will depend on the behavior and frequency of occurrences. Serious unacceptable employee behaviors may lead to suspension or termination without following progressive discipline steps.

Disciplinary action shall be consistent with any procedural and substantive due process rights of the individual, as well as the requirements of any applicable District policy, State law and Federal law. Such discipline or termination shall be subject to the Grievance Procedure provisions of this Handbook.

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 District shall advise the employee of his or her right to representation prior to the meeting. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District, until 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.

Demotion, Suspension and Discharge (Support staff – all except Administrator / Educator)

1. Demotion

Demotion is defined as the movement of an employee to a lower pay range. An employee may be demoted by the Employer for reasons that are not arbitrary or capricious. An employee who is demoted shall be given written notice of the reasons for the action at the time of demotion, a copy shall be made a part of the employee's personnel file, and a copy shall be sent to the Union, if applicable.

2. Voluntary Demotion

Employees may request or accept voluntary demotion when the position they occupy is allocated to a lower class or when assignment to less difficult or responsible work would be to their advantage and in the interest of the service. The employee shall continue to receive his/her former rate of pay until the end of the current pay period.

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3. Suspension During an Investigation

During an investigation, hearing or trial of an employee on any civil or criminal charge, when suspension would be in the interest of the Employer, an employee may be suspended with or without pay by the Employer for the duration of the proceedings.

Within ten (10) days of the conclusion of the investigation, a determination will be made resulting in reinstatement or by other appropriate action, by resignation or dismissal of the employee.

4. Suspension

Suspension is defined as the temporary removal without pay of an employee from his/her designated position. The Employer may, for disciplinary reasons, suspend an employee. Any employee who is suspended shall be given written notice of the reasons for the action, a copy of such notice shall be made a part of the employee's personnel file, and a copy shall be sent to the Union, if applicable. A suspension shall not exceed thirty (30) calendar days and shall not be arbitrary or capricious.

5. Discharge

No employee shall be discharged except for reasons that are not arbitrary or capricious. An employee who is dismissed shall be given written notice of the reasons for the action, a copy of the notice shall be made a part of the employee's personnel file, and a copy shall be sent to the Union, if applicable. An employee who has been discharged may use the Grievance Procedure.

Disciplinary Materials

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

Termination of Employment

Employee termination means discharge from employment. The employment relationship between the District and an employee is terminated:

- If the parties agree by written mutual agreement to terminate their individual contract at any time. Such termination shall be without penalty or prejudice. (Administrator / Educator only)
- If the employee is discharged pursuant to the standards of discipline as noted above. Termination as a result of discipline may be subject to the Grievance Procedure as outlined in this Handbook
- if the employee quits or resigns his/her employment
- 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
- if the employee retires

Layoffs (reduction in staff) are not considered terminations and are not subject to the Grievance Procedure as outlined in this Handbook.

SECTION 10: GRIEVANCE PROCEDURE

Purpose: This Grievance Procedure is established pursuant to Wis. Stat. § 66.0509(1m). This Grievance Procedure is the exclusive internal method for resolving disputes concerning discipline, termination and workplace safety.

This Grievance Procedure is not a guarantee of employment, a guarantee of any rights or benefits, does not create or grant covered employees with a property interest in their employment or tenure rights of any kind and does not constitute a contract of employment, express or implied.

Definitions

- A. "Grievance" shall mean a dispute under District policies pertaining to an employee's discipline, termination of employment or a dispute concerning workplace safety. No Grievance shall be processed under this Grievance Policy unless a Grievance Form is submitted, with the following information:
 - 1. The name and position of the Grievant;
 - 2. The date the incident or alleged violation occurred;
 - 3. A clear and concise statement of the Grievance including the category of the Grievance (i.e., employee discipline, termination or workplace safety);
 - 4. The issue involved;
 - 5. The specific School District policy(ies) alleged to have been violated;
 - 6. The relief sought; and
 - 7. The signature of the Grievant and the date.
- B. "Days" shall mean regular business days, Monday through Friday, other than weekends and holidays, regardless of whether the employee is scheduled to work. The time limits within which an action is to be taken under this Grievance Procedure shall be computed by excluding the first day and including the last day.
- C. "Grievant" is an employee of the District as defined by state statutes governing this Grievance Procedure. At the Grievant's cost and request, he/she may be represented by an individual of his/her choice, but all grievances must be filed by an aggrieved employee.
- D. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under federal or state law and addressed in Board Policy for purposes of maintaining the health and safety of employees ([Grievance Form - Workplace Safety](#)).

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- E. "Discipline" is defined to include written reprimands, any employment action that results in disciplinary suspension of employment without pay, disciplinary reduction in pay or other benefits or disciplinary demotion. "Discipline" does not include performance evaluations or reviews, plans of corrective action that do not include a reprimand or suspension, documentation of employee acts and/or omissions in an employment file, suspensions with pay, change in assignment or assignment location or non-disciplinary wage, benefit or salary adjustments ([Grievance Form - Discipline Termination](#)).
- F. "Termination" means discharge from employment. Non-renewals and layoffs (reductions in force) are not considered terminations and are not subject to this Grievance Procedure ([Grievance Form - Discipline Termination](#)).

Procedures

Step 1

Within five (5) days after the facts upon which the Grievance is based are known or should have reasonably become known, the Grievant shall contact and make arrangements to meet with his/her immediate supervisor. The Grievant shall notify the immediate supervisor that he/she is presenting a grievance. An effort must first be made to resolve the Grievance by informal discussion.

If the matter is not satisfactorily resolved through informal discussion, the employee shall present the appropriate Grievance Form to his/her supervisor within ten (10) days. The immediate supervisor shall provide a written answer within ten (10) days of receipt of the appropriate Grievance Form, with a copy to the District office. If there is an ongoing investigation related to the subject matter of the Grievance, the immediate supervisor shall have until ten (10) days after completion of the investigation to respond to the Grievance.

The District's Administration reserves the right to advance a Grievance to the next step at the written request of either the employee or immediate supervisor. An employee who has been notified of termination may process the Grievance commencing at Step. 3.

Step 2

If the grievance is not satisfactorily resolved at Step 1, the Grievance may be submitted to the Chief Human Resources Officer within five (5) days after the date on which the immediate supervisor issues his/her Step 1 response. After receipt of the appeal, the Chief Human Resources Officer, or his/her designated representative, shall meet with the Grievant in an effort to resolve the issue(s) raised by the appeal. Within ten (10) days after the meeting, the Chief Human Resources Officer, or his/her designated representative, shall issue a decision concerning the Grievance. The Chief Human Resources Officer should determine if the Grievance is timely, if the subject matter of the Grievance is within the scope of this Grievance Procedure, and whether the Grievance has otherwise been properly processed as required by the Grievance Procedure. The Chief Human Resources Officer will also render a decision on the merits of the Grievance, if appropriate. If the Chief Human Resources Officer, or his/her designated representative, is aware of other similar pending grievances, he/she may consolidate those matters and process them as one grievance.

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Step 3

If the grievance is not satisfactorily resolved at Step 2, the Grievance may be appealed within ten (10) days after the date on which the Chief Human Resources Officer issues the Step 2 response. The Grievant shall submit a written statement specifically describing the reason(s) for the appeal.

If the decision at Step 2 is based, in whole or in part, on the basis of timeliness, scope of this Grievance Procedure or other failure of the Grievant to properly adhere to this Grievance Procedure, the matter shall be referred to the School Board who shall determine whether the matter should be processed further. If the School Board determines that the matter cannot be processed further, the Board's decision is final and no further proceedings shall be required under this Grievance Procedure.

If the decision at Step 2 addresses only the merits of the Grievance, the Grievance shall be referred to an Impartial Hearing Officer (IHO). The IHO shall be designated by the District Administrator. The standard fee generated by the IHO will be paid by the District.

The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas (at the request of a party) and decide if an official transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The Grievant and the District may present witnesses and each side may select one (1) representative to attend the hearing as a representative. Any representative selected by the Grievant shall be at no cost to the District.

In discipline and termination cases, unless specifically required by law, the District shall have the burden of going forward and the burden of establishing that the District's decision to discipline and/or terminate the employee was not arbitrary or capricious.

In workplace safety cases, the employee shall have the burden of going forward and the burden of establishing that the condition(s) identified by the employee constitutes a workplace safety violation (i.e., a violation of those conditions related to physical health and safety of employees enforceable under federal or state law and addressed in Board Policy for purposes of maintaining the health and safety of employees) and that corrective action is required.

The oral or written statements of students that would otherwise be hearsay shall be considered by the IHO without the direct testimony of students. The IHO may request the parties make oral arguments or submit written arguments.

The IHO shall provide the parties with a written decision within thirty (30) days of the hearing date that either sustains or denies the decision of the Chief Human Resources Officer, or his/her designated representative. The written decision must contain a statement of the pertinent facts surrounding the nature of the Grievance and the rationale for the decision.

The IHO may only consider the matter presented in the initial Grievance filed by the employee. The IHO shall have no power to add to, subtract from or modify the terms of Board Policy that forms the basis of the Grievance. The decision will apply exclusively to the employee presenting the Grievance.

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Step 4

Either party may appeal an adverse determination at Step 3 to the School Board by filing written notice to the District office within ten (10) days of receipt of the decision of the IHO. The School Board shall, within thirty (30) days after submission of the appeal, schedule the review of the IHO's decision. The Board proceeding(s) will generally be held in closed session, unless an open session is directed by the Board or is otherwise required by law. The School Board shall not take testimony, accept additional evidence, entertain oral argument or otherwise conduct a hearing of any sort as to the appeal. The School Board can require written argument from the parties if the Board, in its discretion, deems it appropriate. The School Board shall review and affirm, modify, or reverse the written decision of the IHO, and may examine any records, evidence and testimony produced at the hearing before the IHO. A majority vote of those members of the School Board present shall decide the appeal within twenty (20) days following the last session scheduled for review. The School Board shall issue a final written decision that shall be finding on all parties.

Timelines

Failure to process a Grievance by the Grievant within the time limits, or agreed upon extensions thereof, shall constitute waiver of the Grievance and the Grievance will be considered dismissed and resolved on the basis of the District's last answer. Failure of the District to meet the time limits applicable to responding to the Grievance shall constitute a denial of the Grievance and the Grievance shall be advanced to the next step of the Grievance Procedure, effective on the day after the District's answer was due. The time limits established by this Grievance Procedure are intended to be strictly observed and enforced, may not be extended except in the extreme circumstance, and then only upon the express written consent of all parties.

Exclusive Remedy

This Grievance Procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this Grievance Procedure shall prevent any employee from addressing concerns regarding matters not subject to the Grievance Procedure with the District's Administration and employees are encouraged to do so. Matters not subject to the Grievance Procedure that are raised by employees shall be considered by District representatives who are vested with final authority, subject to any applicable Board Policy or directive, to resolve the matter.

SECTION 11: EMPLOYEE LEAVES OF ABSENCE (Paid)

Employees are our greatest asset and crucial to our District's success. We expect all employees to be present on scheduled workdays, however we understand that situations arise that may necessitate employee absences. Therefore, staff may request paid leave for several qualifying circumstances. Those circumstances include the following: Sick leave, Emergency leave, Bereavement leave, Personal leave, Jury Duty leave and/or Military leave.

Employees are allotted sick leave on July 1 in the following amounts: 12 days for 12 month employees, 10 days for educators and paraprofessionals, and 11 days for 10.5 month secretaries, youth advocates and cultural support specialists. Part-time employees and late hires are allotted a prorated number of sick leave days. Sick leave accumulates up to one hundred (100) days.

Less than full-time employees will have leaves prorated based on time worked (determined by % of total contract).

Sick Leave (Non-Serious Health Conditions)

The employee's personal illness or injury.

The routine medical, dental, and other health related appointments of the employee or employee's spouse, children, step-children, parents and parents-in-law that cannot be scheduled outside the workday. Sick leave can be taken in increments of one hour or more. It is expected that the employee report to work before or after appointments whenever possible.

The illness or injury of a member of an employee's immediate family or another relative residing with the family. Immediate family defined as follows: spouse, child, parent, sister, brother, stepchild, stepparent and any person, whether related or not, to whom such employee stood in the mutually acknowledged relation of parent and child.

In order to be granted sick leave, an employee must:

1. Register with the absence management system and update any changes in employee information or employment status (i.e. changes in schedule, school location, FTE, etc.).
2. Report absence at least one (1) hour prior to the start of each workday in the absence management system.
3. Keep their supervisor informed of their condition and an anticipated return to work date.

If requested, employees may be required to present certification from a doctor or other treating health care professional that he/she was incapable of performing normal work duties during the days absent or to verify any other use of sick leave permitted under this provision. Certification should include duration of leave, 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 should be interpreted as limiting the District's ability to discipline or discharge employees for the fraudulent use of sick leave.

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Sick Leave (Serious Health Conditions)

- **Definition:** A **serious health condition** is a disabling physical or mental illness, injury, impairment or condition involving inpatient or outpatient care that requires continuing treatment or supervision by a health care provider (*as defined by Wisconsin Law*).
- Employees with three (3) or more absences due to a serious health condition for either themselves or an immediate family member (as defined by FMLA) may use sick leave by following the procedure below:
 1. Employee must enter their absence into the Absence Management system.
 2. Immediately contact the Human Resources Department. Human Resources will determine leave eligibility and initiate the leave process. This includes determining if the employee and leave qualifies for FMLA, communicating to the employee their benefits, managing the absence for coverage, and communication with the supervisor.

The Family Medical and Leave Act (FMLA) is a state and federal law that allows eligible employees to take unpaid time off for their own serious health condition and/or serious health condition of their immediate family member (See FMLA policy). Employees must meet eligibility criteria to qualify for FMLA leave.

The District's FMLA procedures allow employees to use accrued sick leave or other paid time, in lieu of the unpaid time. The amount of paid time that can be substituted for an employee's own serious illness or his/her immediate family member's serious illness is determined by FMLA guidelines and will be outlined in your communication with Human Resources for employees who qualify for FMLA.

If the employee does not qualify for FMLA, the District allows the employee to use accrued sick leave up to the maximum allowed by FMLA if the same process is followed and the reason for the leave would have qualified under FMLA reasons. However, other FMLA benefits would not apply.

- If the employee's leave is foreseeable (example: a surgery scheduled, etc.), Human Resources should be contacted immediately to pre-arrange the leave.

REMOVE Duplication - If requested, employees may be required to present certification from a doctor or other treating health care professional that he/she was incapable of performing normal work duties during the days absent or to verify any other use of sick leave permitted under this provision. Certification should include duration of leave, 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 should be interpreted as limiting the District's ability to discipline or discharge employees for the fraudulent use of sick leave.

Worker's Compensation related injuries are not eligible for use of sick leave as they are covered under Worker's Compensation Benefits.

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Emergency Leave

Emergency Leave may be used in cases of a sudden unexpected occurrence or set of unavoidable circumstances involving the employee or the immediate family which require immediate action of the employee. In such instances, the immediate supervisor is to be notified and the absence needs to be reported to Substitute Services secretary for approval and entry into the Absence Management System prior to the absence.

Employees may be granted up to two (2) paid emergency days per contract year. If an emergency situation requires additional personal attention of the employee (i.e. out-of-town travel, unexpected prolongation of the emergency, etc.) extra leave may be granted according at the sole discretion of the District Administrator or his/her designee and will be charged to sick leave.

Bereavement Leave

Employees may be granted a maximum of eight (8) paid funeral days per contract year in the following instances:

- a. Up to five (5) days per incident for death in the employee's immediate family defined as follows: spouse, child, parent, sister, brother, stepchild, stepparent and any person, whether related or not, to whom such employee stood in the mutually acknowledged relation of parent and child.
- b. Up to two (2) days per incident for the death of any of the following relatives of the employee: mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandparent-in-law and grandchild.
- c. One (1) day per incident for the death of an employee's relative not identified in this section.
- d. One (1) day per year for the death of a non-relative.

In extenuating circumstances, additional days may be granted by the District Administrator or his/her 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.

Personal Leave

All employees who work more than half of a year are granted one (1) paid personal day per fiscal year for personal purposes (professional educators is defined starting before the first day of the second semester). **Adjustment of personal time may be made in the event of a leave of absence that is extended.** Personal leave time will be calculated based on the employee's current FTE. Personal leave time does not carryover to future fiscal years and may be used during the year it is granted.

Those employees who do not receive vacation and have completed seven (7) or more years of consecutive service in the District, will be granted one (1) additional day of personal leave (two (2) days total).

Personal leave cannot be taken in incremental hours and must be used on the same day. When taking a Personal leave day, any hours beyond the accrued personal leave time will be charged to salary deduction by reporting the additional time to the Substitute Services

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Secretary.

Employees using a personal day must seek prior approval from their immediate supervisor. Requests for approval shall be granted unless specific reasons are identified.

If an employee has one (1) remaining personal day at the end of the school year, upon request from the employee, it may be converted to one additional sick leave day for the next fiscal year. The request must be in writing and submitted to Human Resources no later than May 1.

Additional Personal Leave Requirements (Paraprofessional and Educators)

There is a district-wide cap to the number of educators and paraprofessionals that can be absent for a personal day or dock time. These caps are in place to manage coverage for classrooms, better ensuring substitute coverage, and provide continuity of learning and services to our students. The cap applies to all staff equally whether a substitute is needed or not. To be fair and equitable the District has the practice of processing requests in the order in which they were received. Therefore, the following protocol applies:

Personal days must be entered through the Absence Management system. Personal days can be entered starting at 6:00 a.m. on the first contracted day of a school year. As a courtesy a Personal Day Calendar (Educator or Paraprofessional) will be updated weekly and accessible for reference.

Personal days are accepted on a first-come, first-served basis in order of submission of the request to Absence Management and are subject to the limit of educators and paraprofessionals that can be out on a given day. Exceptions to the limit of educators or paraprofessionals on a given day will not be granted. Employees should not schedule vacations or events that include the use of personal days prior to having the absence accepted by the Absence Management system.

Jury Duty Leave

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 he/she is summoned by the court when such duty occurs during the employee's work hours. When an employee is called to serve jury duty, there will not be a reduction in any leave days.

Employees required to report for jury duty must call their absence into the Substitute System. While on jury duty, staff members are required each day to report their schedule for the following day to their immediate supervisor. The employee is expected to contact his/her immediate supervisor immediately upon termination of jury duty or when temporarily relieved of jury duty. If (2) two or more hours remain in the workday when released from jury duty for the day, the employee is required to return to work.

An employee unable to report for work because of jury duty will be paid the regular hours he/she is scheduled to work. The amount equivalent to the jury fees paid (not including expense reimbursements) is payable to the AASD. Together with the payment, a copy of the jury duty fees received by the employee shall be turned into payroll.

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Military Leave

The District will grant a military leave of absence to an employee absent from work because he/she is serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). The employee must give his/her supervisor advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

An employee will not be paid for military leave. However, he/she may use any available accrued paid time off, such as vacation or sick leave, to help pay for the leave.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

If an employee is on military leave for up to thirty (30) days, he/she must return to work on the first regularly scheduled work period after his/her service ends (allowing for reasonable travel time). If an employee is on military leave for more than thirty (30) days, he/she must apply for reinstatement in accordance with USERRA and applicable state laws.

Upon return from military leave (depending on the length of the military service in accordance with USERRA), the employee will be placed either in his/her former position if available or in a comparable position. For the purpose of determining benefits that are based on length of service, the employee will be treated as if he/she had been continuously employed.

SECTION 12: EMPLOYEE LEAVES OF ABSENCE (Unpaid)

All written requests for unpaid leaves (educational, medical, child rearing, other) not exceeding twelve (12) months in duration shall be submitted to the Chief Human Resources Officer. The employee will provide the reason for leave and the expected duration for the leave. The request for leave will be reviewed by the Chief Human Resources Officer or his/her designee and shall be granted or denied at his/her sole discretion. An approved leave of absence will begin and end on the dates specified. Any modification to the leave request shall be submitted for consideration to the Chief Human Resources Officer or his/her designee. Should a leave request be denied or the employee requests an extension beyond the (12) twelve months, the leave will be brought to the Personnel Services Committee of the Board of Education for consideration and a decision.

Leave requests will be considered in four (4) groupings: educational, medical, child rearing, and other. If the leave is approved, the District will determine the conditions applicable for the employee to return to work. Leaves will be granted in accordance with: [Board Policy 532.1 - Leaves of Absence](#)

Educational Leave

All requests for an unpaid educational leave must be submitted to the District prior to June 1 for the forthcoming academic year. The individual requesting the leave must be enrolled in or approved by the institution at which the coursework will be taken. In cases of educational research, approval will be considered on the basis of the proposed research as outlined in a comprehensive written form. Within thirty (30) days of the conclusion of the educational program, the employee is required to submit an official transcript or written report regarding the completed action.

Medical Leave

All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least sixty (60) days prior to the anticipated beginning of the leave. A statement from a physician must accompany requests for medically-connected leaves of absence stating the nature of the illness or disability, and a prognosis concerning the physical or mental ability of the employee to return to work. The approved leave will coincide with the doctor's certification of medical incapacity.

It is the employee's responsibility to notify the District if his/her health status requires an extension of medical leave. The District reserves the right, at any time, to require any employee to be examined by a physician of the District's choosing, or to require a statement signed by the employee's own physician indicating whether the employee is able or unable to perform his or her regular duties.

An unpaid medical leave of absence shall expire after one (1) year. The employee will, at his or her option and upon written request, be paid full salary for any contract days missed during the period of such absence up to the number of unused sick leave **days (not bereavement or emergency)** accumulated by the employee on the date that such leave commences or until the employee is eligible for long-term disability insurance. The number of days of such absence for which the employee elects to receive salary shall be charged against the number of unused sick leave days with which he/she is so credited.

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Employees on a medical leave of absence whose sick days do not cover the length of the leave may, with the consent of the insurer, retain membership in the group health and dental programs, provided the employee pays the monthly premiums in advance. Refer to Employee Benefits (COBRA) for a full explanation of insurance continuation options.

The term of medical leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act (WFMLA) and/or under the Federal Family and Medical Leave Act (FMLA).

Child Rearing Leave

The employee shall make [*written application*](#) for an unpaid child rearing leave to the District at least ninety (90) 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.

The employee will, at his or her option and upon written request, be paid full salary for any contract days missed during the period of such absence up to the number of unused sick leave days accumulated by the employee on the date that such leave commences. The number of days of such absence for which the employee elects to receive salary shall be charged against the number of unused sick leave days with which he/she is so credited.

Employees on a child rearing leave of absence whose sick days do not cover the length of the leave may, with the consent of the insurer, retain membership in the group health and dental programs, provided the employee pays the monthly premiums in advance. Refer to Employee Benefits (COBRA) for a full explanation of insurance continuation options.

The term of child rearing leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act (WFMLA) and/or under the federal Family and Medical Leave Act (FMLA).

The duration of the unpaid child rearing leave shall be limited as follows:

- A child born or adopted during the summer break – the following two semesters.
- A child born or adopted during the first semester – the balance of that semester plus the second semester.
- A child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.
- A child rearing leave request that is not continuous to the birth will follow the guidelines stated above.

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The employee will, at his or her option and upon written request, be paid full salary for any contract days missed during the period of such absence up to the number of unused sick leave days accumulated by the employee on the date that such leave commences. The number of days of such absence for which the employee elects to receive salary shall be charged against the number of unused sick leave days with which he/she is so credited.

Employees on a child rearing leave of absence whose sick days do not cover the length of the leave may, with the consent of the insurer, retain membership in the group health and dental programs, provided the employee pays the monthly premiums in advance. Refer to Employee Benefits (COBRA) for a full explanation of insurance continuation options.

The term of child rearing leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act (WFMLA) and/or under the federal Family and Medical Leave Act (FMLA).

Other Leave Requests

All requests for other unpaid leaves of absence must be submitted to the District at least sixty (60) days prior to the anticipated beginning of the leave, unless there are extenuating circumstances.

Benefits During Leave

- Days toward length of service, service time and time toward personal leave shall not accrue for the employee during a leave of absence.
- During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
- Sick leave may be used by the employee to receive pay during medical, childrearing and FMLA leaves only.
- The employee may choose to retain membership in the group health and dental insurance programs during the leave of absence. The continuation of health and dental insurance at the employee's expense is contingent upon the insurance carrier(s) allowing such a benefit. Refer to Employee Benefits (COBRA) for a full explanation of insurance continuation options.
- Employee continuation coverage may be terminated automatically if the employee fails to make the monthly premium payment, obtains similar coverage through a different employer, becomes eligible for Medicare and converts to an individual policy or the employee's guaranteed continuation period expires.
- Employees on leave for 30 days or less
- Employees on leave more than 30 days eligible for holiday pay will not receive holiday pay unless they choose to use sick leave or vacation for the holiday while on leave.

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Placement Upon Return From Leave

The employee shall notify the District Administrator or his/her designee in writing of the employee's intent to return to work at least sixty (60) days prior to the expiration of the leave. If the employee does not provide such notice, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave.

Upon return from any leave of absence, the employee may be returned to his or her former position. 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 due to reduction in staff/layoff.

The employee shall be eligible to return to duty from an unpaid medical leave of absence when he/she is physically able provided:

- The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.
- The employee provides his/her physician's certification that he/she is 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.

Failure to Return after Expiration of Leave

In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.

Family and Medical Leave

In accordance with Federal and State law, the District will provide family and medical leave for employees. The District's Family and Medical Leave Act Policy is intended to conform to and comply with the requirements of the Federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA).

Family and medical leave taken may be covered by Federal law, State law, or both. For FMLA leaves governed by both Federal and State law, the more generous provision will determine the length of leave entitlement and the employee's eligibility. However, when leaves are governed by Federal or State law, but not both, the applicable law will control under this policy. In this regard, certain leaves may be covered by both Federal and State law for only a portion of the leave. To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the District's other policies will run concurrently.

The provisions of both the Federal and State family and medical leave provisions require employees to meet eligibility requirements. To determine if you are eligible for family and medical leave refer to [Board Policy 535](#) - *Family & Medical Leave of Absence*. You may contact Human Resources if you have specific questions.

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Time Off Without Pay (Dock Time)

It is an expectation that staff schedule elective trips and events that they have control over outside the work days for consistency of our students learning and organizational operations. Granting time off without pay, for reasons other than a leave of absence or reason covered by law or policy, is at the sole discretion of the District. Requests for a day(s) off without pay are subject to the approval of the Chief Human Resources Officer and must be discussed with the employee's direct supervisor prior to submitting a request. Approval will not be granted for extended vacation time exceeding 5 days total including the employee's allotted personal day(s) for that year.

For educators, time off without pay will not be granted on a parent-teacher conference day and will be considered on a first-come, first-served basis in order of submission of the request and is subject to the limit of staff that can be out on a given day. Prior to making final arrangements, employees should confirm approval of days from the Chief Human Resources Officer.

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SECTION 13: EMPLOYEE BENEFITS

Benefit Eligibility

The Board will provide insurance to all eligible employees. Employees must be scheduled to work thirty (30) hours per week regularly to qualify for health and dental insurance. Employee insurance premium contributions will be deducted from the regular paychecks. The qualifying FTE for various benefits is listed below for each eligible employee group:

Benefit Eligible Employee Groups*	Full-time Weekly Hours	Qualifying FTE** for:		
		Voluntary Benefits (Health, Dental, & FSA)	Voluntary Benefits (Employee Cost) (Vision and Short-term Disability)	Non-Voluntary Benefits (Life Insurance & Long-term Disability)
Administrator / Educators / Maintenance Staff	40	75%	50%	5 hours
Administrative Support Unit (ASU) ***	40-35	75%-85%	50%	5 hours
Secretaries	37.5	80%	50%	5 hours
Paraprofessionals	35	85%	50%	5 hours

**FTE is regularly scheduled hours divided by the employee group's full-time weekly hours.

*** ASU positions differ in hours and FTE is determined based on specific assignments.

Benefit Election

An employee is eligible to enroll in benefits on day one of employment. Paperwork must be completed within thirty (30) days from their first day of work. Employees are also eligible to enroll in or discontinue the following benefits during the "Benefits Open Enrollment Period" for the upcoming calendar year or with a "Qualifying Life Event": Health, Dental, FSA, or Vision. The insurance carriers require an application and evidence of insurability to increase elections for other benefits (i.e. Life insurance supplemental coverage and short-term disability insurance).

Qualifying Life Events*

An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's insurance plans (medical, dental, vision or flexible spending), may qualify for continuation of coverage if the District-sponsored coverage is lost due to the occurrence of any of the following qualifying events:

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

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Insurance and Benefits Plans

The Board retains the final authority to establish, modify, rescind, add or in any way affect employee benefits. The District reserves the right to select the carrier(s) and determine the plan benefits including deductibles, co-pays, and other coverages for the insurance programs available to employees.

Dental Insurance

The District will pay the full premium for a single or family plan for full-time educators. Benefit costs for less than full-time employment are prorated.

Flexible Benefit Savings Plan (FSA) (Section 125C)

The Section 125C plan is a pre-tax, payroll deduction account that allows the employee to set aside a maximum amount for dependent, child, or adult care and a separate maximum amount for additional eligible medical, dental, or vision expenses not covered by insurance. Amounts will be communicated to employees during orientation or benefits open enrollment periods. Employees must meet eligibility requirements for health insurance to be eligible to participate in the Flexible Benefit Plan. An annual election is made with a January 1 through December 31 benefit period. Claims can be made during the benefit year and up to sixty (60) days after for expenses incurred during the current plan year.

Health Insurance

The District pays an established percentage of the health insurance premium for eligible employees. The District pays the full premium if both spouses are employed by the District. If both the employee and his/her spouse who do not elect to participate in Personal Health Assessments (PHA) would not qualify for the premium share discount and would pay 18% of the premium.

Health Reimbursement Account (HRA)

The HRA has been established by the Board of Education to offset higher deductibles. The District will contribute \$750.00 into the HRA for an employee with the individual plan and \$1500.00 into the HRA for an employee with the family plan. HRA amounts will be prorated for employees working less than one full year. These funds are available January 1 of each year and can be used when incurring initial expenses. Employees will be able to rollover 50% of unused HRA fund amounts, which are capped at the plan's deductible.

Life Insurance

All eligible staff are enrolled in term life insurance, with the premium paid by the District and staff can voluntarily elect supplemental coverage at their expense. Full-time and Part-time staff receive coverage as listed in the chart on the following page:

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Benefit Eligible Employee Groups	Full-time Amount	Part-Time Amount
<i>Administrators</i>	One Times Annual Salary	One Times Annual Salary
<i>Educators</i>	\$85,000	\$51,000
<i>Administrative Support Unit (ASU)</i>	One Times Annual Salary	One Times Annual Salary
<i>Secretaries</i>	\$60,000	\$36,000
<i>Custodial/Maintenance</i>	\$60,000	\$36,000
<i>Paraprofessionals</i>	\$45,000	\$27,000

Long-Term Disability Insurance

The District pays the full premium for Long-Term Disability (LTD) insurance. The LTD insurance pays 80% of an employee's salary. If the employee qualifies, the benefit would begin at the greater of the two, either 90 consecutive calendar days or end of accumulated sick pay.

Short-Term Disability Insurance

Short-Term Disability Insurance provides coverage for short-term illnesses or covers the long-term disability qualifying period. As a voluntary benefit, employees who choose to enroll will have the full premium deducted monthly from their paycheck.

Vision Insurance

Vision Insurance is an optional benefit that provides either single or family coverage. As a voluntary benefit, employees who choose to enroll will have the full premium deducted semi-monthly from their paycheck.

Tax Sheltered Annuity (TSA) Program

A tax sheltered annuity program is available to employees in accordance with the AASD administrative policies governing the 403 (b) plans and a 457 plan. The District will determine vendors from which the employee may choose to make contributions. Employees may modify their contribution no more than three (3) times per year.

Wisconsin Retirement System (WRS) Contributions

The District pays the employer contribution to Wisconsin State Retirement for qualifying employees and employees pay the employee contribution as determined by the Department of Employee Trust Funds. The District will withhold the employee's required contribution from the employee's pay on a pre-tax basis.

Employee Assistance Program (EAP)

The EAP program is made available at no cost to all employees and their families living in the employee's household. The EAP provides confidential and professional assistance in identifying and resolving personal concerns.

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Professional Liability Insurance

The District has a Commercial General Liability Insurance Policy. Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy.

Workers' Compensation ([Information for Injured Employee](#))

The District provides a workers' compensation program at no cost to employees, with State and Federal laws governing eligibility requirements. Employees are required to report job-related injuries immediately. Employees who sustain an injury in the course of employment are entitled to workers' compensation benefits starting on the fourth day after the day of an injury. The first three days after the day of an injury are considered a waiting period, with the injured employee's salary being paid by the District. Starting on day four (4) the District's workers' compensation carrier pays the employee directly in the amount of 2/3 of their salary.

Worker's Compensation related injuries are not eligible for use of sick leave as they are covered under Worker's Compensation Benefits.

Vacation (Eligible Employee Groups):

Administrators – 12 month ([link](#)), Administrative Support Unit ([link](#)), Custodial/Maintenance ([link](#)), and Secretary ([link](#))

Holiday Leave:

For those employee groups eligible for holiday pay, the following are recognized holidays:

Employee Group	ADM	PARA	SEC		ASU			CUST / MAINT
	*w/ 260 day contract		12 mo.	10.5 mo.	Cultural / PBIS (236)	Youth Advo. (215)	Adm. Support (260)	
Labor Day	X	X	X	X	X	X	X	X
Thanksgiving Day	X	X	X	X	X	X	X	X
Friday After Thanksgiving	X	N/A	X	X	X	X	X	X
Day Before Christmas	X	X	X	X	X	X	X	X
Christmas Day	X	X	X	X	X	X	X	X
New Years Day	X	X	X	X	X	X	X	X
Martin Luther King Day	X	X	X	X	X	X	X	X
Good Friday	X	X	X	X	X	X	X	X
Independence Day	X	N/A	X	N/A	N/A	N/A	X	X
Memorial Day	X	X	X	X	X	X	X	X

Employees on paid leave for 30 or less days surrounding holidays are eligible for holiday pay. Employees on leave who are not eligible for holiday pay because of the length of the leave may choose to use sick leave or vacation to receive pay for a holiday while on leave.

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COBRA

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 and dental insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.

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 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 the period of continuation coverage is automatically considered a qualified beneficiary.

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

Termination of Coverage: **Employee continuation coverage may be terminated** automatically if:

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

Benefit Commencement and Termination

Insurance coverage's will commence on the employee's first day of employment. The insurance benefits terminate according to the following schedule:

- If an employee, including an educator/administrator, resigns or is terminated during the term of his/her individual contract/assignment, District coverage shall cease at the end of the month the resignation or termination becomes effective.
- If an educator/administrator who has completed the school year resigns or is terminated, his/her insurance benefits shall cease as of August 31. The insurance benefits shall cease on June 30 for an educator who was employed after the beginning of second semester.

Post-Employment Benefits

Post-employment health benefits shall be available to eligible employees covered by this Handbook. An application for benefits under this provision shall be granted if notice of retirement is submitted to the District per the timelines specified in this Handbook. To be eligible for any post-retirement health benefit, the employee must:

- Retire from the Appleton Area School District

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- Meet the age requirement noted below
- Have worked for the Appleton Area School District a minimum of ten (10) consecutive years

Details regarding the post-retirement health benefit include the following:

- The District will make a defined contribution for all eligible retirees in the form of a “retiree only” Health Reimbursement Account (HRA) and 403(b).
- The maximum annual contribution to a retiree benefit is capped at the level of District health insurance cost/subsidy for actives at the end of the 2015-16 fiscal year.
- Annual contribution amounts, accrual ratios, and maximum benefits amounts for each employee group are located in the addendum section of the Handbook.

The eligibility age to retire with AASAD post-employment benefits is 58.

- The District offers a voluntary option of early retirement for employees who do not meet the age eligibility requirement with a reduced benefit. Employees electing this option would forfeit one full-year of benefit (12 months) for each year between their age and the eligibility age. This option would only be available to employees who have an accrued benefit and have served the AASD for a minimum of ten (10) years. The criteria for the voluntary early retirement option could be either one of the following:
 - Employees age 55 or greater.
 - Employees who have exhausted a medical leave of absence and qualify for long-term disability.

In the event that an employee dies within the five years during which the defined contribution is being made into the 403(b), the surviving spouse would receive a one-time payment in accordance with IRS regulations.

SECTION 14: COMPENSATION

Details regarding compensation for each employee group are located in the addendum section of the Handbook.

Administrator ([link](#))

Administrative Support Unit ([link](#))

Custodial/Maintenance ([link](#))

Paraprofessional ([link](#))

Professional Educator ([link](#))

Secretary ([link](#))

SECTION 15: SALARY PAYMENT PLAN

The District operates on a fiscal year basis of July 1 through June 30 of the following year.

Pay Periods

The District issues paycheck deposits twice a month, on the 15th and the last working day of the month. If that day falls on a weekend or if the District offices are closed, pay will be distributed on the preceding workday.

Pay Period Amount

Employees working 12 months a year will receive their annual pay distributed in twenty-four (24) equal payments.

Employees working less than 12 months have the option of annual pay being distributed in twenty (20) or twenty-four (24) equal payments. In accordance with state law, the default is twenty (20) payments. Therefore, an employee electing to be paid over twenty-four (24) payments shall provide written notice to the District. This annual election may only be changed by completing an [Annual Pay Period Election](#) form.

Pay Distribution

Paychecks are distributed through direct deposit to the bank account of the employee's choice. If an employee changes banks, Payroll requires a minimum of one pay period to process the change. Changes are not allowed after May 15 until the following September 15 check.

Advice of Deposit

As paychecks are direct deposited, employees are able to view and print advices of deposit through the [Employee Portal](#). The information includes gross and net pay, deductions, and additional earnings or payments made by the District to the employee.

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EMPLOYEE GROUP ADDENDUMS SECTION: *There are certain employee groups which have unique processes or other employment factors that differ from other employee groups. This information has been organized by each group and include sections that were in the former separated handbooks.*

ADMINISTRATORS

SECTION 4: EXPECTATIONS AND PRACTICES

Workday

Administrators shall perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations and policies of the Board of Education which now exist or which may be hereafter enacted by the Board of Education. Upon written request, the Board shall provide administrators with written job descriptions of each administrator's services, duties and obligations.

Except as is otherwise provided in the administrator's individual contract, administrators shall devote full time to the duties and responsibilities normally expected of the administrator's position or such other duties as may be assigned by the Board of Education. Administrators shall not engage in any pursuit, or accept any other employment, which interferes with the proper discharge of the administrator's duties and responsibilities.

An administrator may acquire information and knowledge respecting the confidential affairs of the District. Accordingly, an administrator shall not disclose any such knowledge or information heretofore acquired or acquired during the term of his/her employment. The administrator further agrees that all memoranda, notes, records, papers, or other documents or property and all copies thereof relating to the District's operations, and all objects purchased with District funds associated therewith (such as models, samples, pictures), remain the property of the District. The aforementioned provision is limited to those items prepared at District expense or on District time or for District use.

During the term of the individual's contract, the administrator is obligated for the total number of contract days in the school year as approved by the Board of Education for the position assigned. Administrative staff work schedules will be aligned with the days and term of employment specified in the administrator's individual contract and approved by the direct supervisor.

An administrator, as a salaried professional employee, is expected to perform all required duties within the course of the contract period. The administrator is expected to be available, within the stated term, for assignment consistent with the District's educational mission and service delivery needs.

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SECTION 7: ASSIGNMENTS, VACANCIES AND TRANSFERS

Relocated to section 7 of the Handbook in the consolidated process

~~Posting of Vacancies and Approval of Transfers~~

~~When a position on the administrative staff opens, it shall be announced to the entire administrative staff. Any current administrator may apply for that position. The Superintendent and leadership team will evaluate the transfer request based on the best interest of the District.~~

Re-Assignment

Administrative reassignments may occur at various times. The Superintendent will assess needs of the District and, with the assistant superintendents' input, transfer an administrator to meet the needs of the District. The Superintendent will have the final responsibility for the determination of all administrative assignments.

Return to Teaching

Any administrator who is certified as a classroom teacher may apply for return to a teaching assignment prior to the beginning of his/her contract year. It is understood that the principal with the teaching vacancy and an assistant superintendent will evaluate the candidacy of any administrator who applies for a classroom vacancy. Upon administrative approval of this transfer request the District, at its sole discretion, will determine the starting salary. Such determination will take into account, but not be limited to, prior teaching experience, education and recent administrative experience, to the extent applicable.

SECTION 14: EMPLOYEE BENEFITS

Post-Employment Benefits – Ratio / Maximum

Administrators meeting the eligibility requirements for any post-retirement benefit will receive credit for the number of years worked. The ratio of years worked to years of earned benefit is 5:1 as of July 1, 2013 and 3:1 for years of service prior to June 30, 2013. The benefit will not accumulate beyond the age of 65 for years worked beyond 2012-13.

Vacation (260 Day Administrators)

Administrators with a 12-month contract receive an annual allotment of 20 days of vacation or 25 days of vacation with 15 years of service in education. Prior to scheduling vacation days, administrators are required to obtain approval from their immediate supervisor.

A maximum of five (5) unused vacation days will be automatically carried over to the next year by Human Resources.

Sick Leave (Administrators New to the District)

The District will grant incoming administrators with previous experience five (5) days of sick leave per year of experience, to exceed a total of sixty days.

SECTION 15: COMPENSATION

Compensation

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New Administrator Salary Determination

The District, in its sole discretion, will determine the starting salary for a new administrator. Such determination will take into account, but not be limited to, any prior administrative experience and education, to the extent applicable. A new administrator would remain at the determined salary for the first two years of employment.

Movement on the Compensation Framework

The District, in its sole discretion, will determine the salary for administrative personnel.

Performance evaluation and the needs of the Appleton Area School District shall be considered in determining the applicability of wage adjustments, length of contract, level of contract and contract status.

Initial placement on the [Compensation Framework](#) is determined at time of hire. Movement on the Compensation Framework is reviewed annually and is based on a satisfactory evaluation of the administrator and available funding.

An administrator awarded a different position with the same job title would move to the respective level. An administrator moving to a different job title would either remain at his/her salary if within the range or move to the pay level that results in an increase.

ADMINISTRATIVE SUPPORT UNIT

SECTION 4: WORKDAY, EXPECTATIONS AND HOURS

Work Schedule

The normal work week shall be thirty-seven and a half (37 ½) hours or forty (40) hours.

Workday

The regular work day shall be seven and one half (7½) hours or eight (8) hours, Monday through Friday. In the case of a part-time employee's workday, it is pro-rated. The work day shall normally be scheduled within the parameters of 7:00a.m. - 5:00p.m. with a lunch period of not less than one-half hour. Flexible work time (modifications to hours or lunch periods) is subject to the approval of the employee's immediate supervisor.

Relocated to section 7 of the Handbook in the consolidated process

~~SECTION 7: ASSIGNMENTS, VACANCIES AND TRANSFERS~~

~~Assignments, Vacancies and Transfers~~

~~Determination of Assignment~~

~~Administration will have the final responsibility for the determination of all assignments.~~

~~Involuntary Transfers / Reallocation of Staff~~

~~When the District determines that an involuntary transfer of an employee is necessary, the District may, at its discretion, transfer an employee qualified for the position. An employee involuntarily transferred by the District will receive a written notice from the Chief Human Resources Officer or his/her designee which will include the reason(s) for the transfer.~~

~~Posting of Vacancies~~

~~Notice of available positions shall be sent via electronic mail and posted on WECAN for a minimum of three (3) business days. The notice shall include, to the degree known at the time of the posting, the date of posting, when the position will begin, the building(s) in which the assignment will be performed, a description of the position available, the full-time equivalency, the area(s) of certification required (if applicable) and the date the posting will close. The District retains the right to determine the qualifications needed for any vacant position.~~

~~Process for Filling Vacancies~~

~~All vacant positions will be filled by administration through an interview process.~~

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

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~~the position.~~

~~Involuntary Transfers / Reallocation of Staff~~

~~When the District determines that an involuntary transfer of an employee is necessary, the District may, at its discretion, transfer an employee qualified for the position. An employee involuntarily transferred by the District will receive a written notice from the Chief Human Resources Officer or his/her designee which will include the reason(s) for the transfer.~~

SECTION 11: EMPLOYEE LEAVE OF ABSENCE (PAID)

Sick Leave

An employee who uses two (2) days or less of sick leave per fiscal year shall receive a floating holiday to be used during the following fiscal year. Employees desirous of using this day must have a minimum of five (5) days advance approval from their immediate supervisor.

SECTION 14: EMPLOYEE BENEFITS

Post-Employment Benefits – Ratio / Maximum

Administrative Support Unit employees meeting the eligibility requirements for any post-retirement benefit will receive credit for the number of years worked. Administrative Support Unit employees will receive one year of the District share of the health insurance premium for every six (6) years of continuous service.

The maximum benefit for Administrative Support Unit employees will be six (6) years of the District share of the health insurance after 36 years of continuous service.

Vacation

All support staff, with the exception of Youth Advocates and 185 day employees), will earn paid vacation based on their daily rate of pay in accordance with the following schedule:

One (1) consecutive year of employment	Two (2) weeks
Five (5) consecutive years of employment	Three (3) weeks
Ten (10) consecutive years of employment	Four (4) weeks
Fifteen (15) consecutive years of employment	Five (5) weeks
*Pro-rated for less than 260 day employees	

For newly hired staff up to one (1) year, vacation will be prorated from the date of hire to the next July 1 at the rate of one (1) day for each five (5) weeks worked. Vacation allotments are awarded on July 1 and advancement on the vacation schedule are calculated from the July 1 closest to the hire date. A maximum of five (5) unused vacation days will be automatically carried over to the next year by Human Resources.

An employee on an unpaid leave of absence shall not be eligible for nor earn vacation, but such leave shall not cancel prior years of employment in the calculation of the number of weeks of vacation he/she would earn while on the job.

Vacations may be taken on any days on which an employee is scheduled to work; however employees are encouraged to take vacation during non-peak work times. A request to take

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vacation must be approved by the immediate supervisor prior to the vacation time being taken. Vacation time shall be scheduled in either full or half-day increments. Employees are required to report all vacation into the automated substitute system.

Employees eligible for paid vacation who terminate employment for any reason (other than discharge) shall be paid for any accrued and/or unused vacation. Employees who do not give a fifteen (15) day notice of resignation or a forty-five (45) day notice of retirement may forfeit accrued and/or unused vacation time.

SECTION 15: COMPENSATION

Compensation

Compensation for less than full-time employees shall be prorated according to the number hours they are scheduled to work.

Compensation Schedule

Initial placement on the compensation schedule shall normally be at the lowest step in the appropriate classification. Hires late in the school year may be placed on a higher step and frozen for the following year. Prior experience in a similar position may be considered by the employer for advanced placement.

Overtime

For non-exempt employees, any and all work beyond the workday must have prior approval of the employee's immediate supervisor. All hours exceeding forty (40) hours per week and all hours on Saturdays shall be compensated either by timesheet or compensatory time at one and one-half (1 ½) times the hourly rate. Double time will be paid for all hours worked on Sundays and contractual holidays. Any double time payment shall be approved by the Chief Financial Officer.

Overtime payment for administrative assistants will automatically apply to all Board of Education sessions outside of the regular work day and will be paid at the Superintendent's Administrative Assistant rate.

Compensatory Time

In accordance with the Fair Labor Standards Act, the District will offer compensatory time to non-exempt employees for work performed in lieu of pay, provided a *Compensatory Time Agreement* outlining the terms and conditions for the earning of, accrual, and use of compensatory time is completed.

Earning Time

Participation in activities for which an employee can earn compensatory time shall only be with the prior approval of the employee's immediate administrative supervisor.

Employees are not to perform work during non-work meal breaks or unscheduled hours unless they receive approval from their immediate administrative supervisor or when they are specifically assigned work during such periods.

In certain circumstances, an employee may perform work for the District which requires

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immediate attention and should not be postponed. Employees who work excess hours due to such circumstances shall properly advise their immediate administrative supervisor of the extra time worked as soon as possible for final approval.

Using Time

An employee's immediate administrative supervisor must pre-approve the usage of any compensatory time. A request shall only be denied if the use of the compensatory time will unduly disrupt the operations of the District

Compensatory time taken shall be reported (in hours and minutes) to the District by using the Compensatory Time Log. Absences of one hour or more must be reported through the automated substitute reporting system.

Accumulation

Compensatory time is to be recorded during a given week at straight time for any hours up to forty (40) hours and at time and a half (1.5) for any hours worked in excess of forty (40) hours.

The maximum amount of time which can be accumulated cannot exceed 40 hours at any point in time.

Carryover of accumulated compensatory time from one fiscal year to the next is automatic.

Recordkeeping

It is the responsibility of the employee to accurately maintain compensatory time log (accrual and usage). These records shall be reviewed by his/her immediate administrative supervisor monthly.

The Compensatory Time Log record should be available at the request of the Chief Human Resources Officer. Annually at the close of each fiscal year, the log must be submitted to the Chief Financial Officer in order to establish the District-wide compensatory time financial obligation.

Closing Out a Compensatory Time Log

When an individual transfers or terminates employment, his/her compensatory time log shall be closed out by submitting a timesheet for all accumulated hours.

Reimbursement for Professional Improvement

Employees shall be eligible for reimbursement of the cost of tuition and books for courses or training taken for professional improvement which would also have a direct benefit to the District, now or in the future, provided funding is available. Reimbursement will be upon successful completion of the course or training. Such courses must have the approval of the Chief Financial Officer or his/her designee prior to enrollment of the individual. A *Request for Reimbursement for Professional Improvement* form must be submitted for approval prior to enrollment.

CUSTODIAL MAINTENANCE

SECTION 4: EXPECTATIONS AND PRACTICES

Uniforms

The Personal Appearance expectations will not supersede personal protective equipment requirements for any specific tasks. Employees must wear approved, District-issued uniforms according to District standards (including the District issued ID badges). Employees:

- Must ensure the uniform / footwear are sufficient for the tasks they will be performing.
- May wear district approved hats / headgear outdoors or as tasks require.

On contract days:

- Must wear district approved uniform shirt and pants. Below are the uniform standards:
 - Shirt may be long or short sleeve with a visible name tag
 - Shirt should be tucked into pants (belt recommended)
 - Must be clean and serviceable
 - Must be worn as outer garment unless outdoors
 - May be worn over other garments if applicable
- With the supervisor's approval, employees will be permitted to wear building logo attire on school event days only in lieu of the district uniform.

On non-contract days:

Employees will have the option to wear either the uniform as described above, or district logo attire (t-shirt and/or shorts.)

Work Schedule

The normal workday for custodians and engineers shall be in three shifts, a total of forty (40) hours per week, Monday through Friday, Tuesday through Saturday, or Wednesday through Sunday, or some combination of weekdays, during the normal school year unless the specific job posting indicates the work week schedule is year-round. Adjustments in shift times will be determined by the Director of Facilities and Operations. The normal shift schedules are as follows:

- First Shift – 6:00 a.m. – 2:30 p.m.
- Second Shift – 2:00 p.m. – 10:30 p.m.
- Variations of shifts are likely for some positions

The work week for central facilities will consist of forty (40) hours per week, Monday through Friday. On an annual basis (effective July 1 – June 30) staff can elect to work five (5) workdays at eight (8) hours per day or four (4) days at 10 hours per day. The schedule will be determined by the Director of Facilities and Operations with consideration to coverage. Mid-year adjustment will not occur to the schedule. Once the schedule is determined for the school year, it cannot be changed.

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Employees interested in the 4/10 schedule must express their interest to the Director of Facilities and Operations by May 30th.

Schedules will be determined after May 30th with consideration to coverage. If multiple individuals are interested in a particular day, seniority will determine and good standing.

School Year

The school year is defined as the first day for students in the fall through the last day of school for students in the spring (180 days).

On educator contract and non-contract days the following applies: All requests for vacation shall be made no less than two (2) business days in advance of the desired vacation date(s). All modifications of vacation dates shall be made no less than one (1) business day in advance of the originally-scheduled date. Employees may request vacation no more than one year in advance. Dates will be subject to approval by the Director of Facilities and Operations on a first-come, first-served basis. All requests for vacation(s) must have the advanced approval of the Director of Facilities and Operations or his/her designee. For employees requiring a substitute; vacations are to be taken in periods of no less than one (1) full-day.

The following are exceptions:

- When no substitute is required: Vacation can be taken in one (1) hour increments with a two (2) day notice. This is limited to twenty-four (24), one (1) hour increments, per year.
- Vacation time will be approved by the Director of Facilities and Operations with consideration to coverage.

Non-school days are to be considered the same as educator non-contract days according to the school year calendar. Once approved, the calendar will be distributed to all employees.

Relocated to section 7 of the Handbook in the consolidated process ***SECTION 7: ASSIGNMENTS, VACANCIES AND TRANSFERS***

Assignments, Vacancies and Transfers

Posting of Vacancies

~~Notice of available positions shall be sent via electronic mail and posted on WECAN for a minimum of three (3) business days. The notice shall include, to the degree known at the time of the posting, the date of posting, when the position will begin, the building(s) in which the assignment will be performed, a description of the position available, the full-time equivalency, the area(s) of certification/licensure required (if applicable) and the date the posting will close. The District retains the right to determine the qualifications needed for any vacant position.~~

~~A vacancy shall be filled as follows:~~

~~3. Employees desiring vacant jobs shall apply via the WECAN website.~~

~~4. At the end of the posting period, the vacancy will be awarded based on the following:~~

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- ~~d. Skill and ability~~
- ~~e. Ability to perform the essential functions of the position~~
- ~~f. Length of Service~~

~~Length of services shall be the primary consideration when factors 2a and 2b are relatively equal in the judgment of administration. The employee shall demonstrate his/her ability to perform the job posted within fifteen (15) days and, if deemed qualified by administration, shall be assigned the job. Should such employee not qualify or desire to return to his/her former position, a reassignment may be made at the discretion of the District without loss of length of service or pay to the employee.~~

~~The District reserves the right to fill vacancies through involuntary transfer. Also, if no qualified applicants bid on the posted job, the District shall have the right to recruit personnel from outside the work force. In the event it becomes necessary to discontinue or suspend a job for a period of time, a notice to that effect shall be posted immediately.~~

~~Employees applying for an Engineer position must be enrolled in the American Society of Power Engineers Facility Operating Engineer (Third Class or higher) course within his/her first year of employment as an Engineer and complete and pass the program within the first eighteen (18) months. The posting will indicate the specific level and type of course required. This requirement shall be waived for employees who have previously passed the District test.~~

~~Involuntary Transfers / Reallocation of Staff~~

~~When the District determines that an involuntary transfer of an employee is necessary, the District may, at its discretion, transfer an employee qualified for the position. An employee involuntarily transferred by the District will receive a written notice from the Chief Human Resources Officer or his/her designee which will include the reason(s) for the transfer.~~

SECTION 11: EMPLOYEE LEAVE OF ABSENCE (PAID)

Sick Leave

An employee who uses two (2) days or less of sick leave per fiscal year shall receive a floating holiday to be used during the following fiscal year. Employees desirous of using this day must have a minimum of five (5) days advance approval from the Director of Facilities and Operations or his/her designee.

SECTION 14: EMPLOYEE BENEFITS

Vacation

All support staff will earn paid vacation based on their daily rate of pay in accordance with the following schedule:

One (1) consecutive year of employment	Two (2) weeks
Five (5) consecutive years of employment	Three (3) weeks
Ten (10) consecutive years of employment	Four (4) weeks
Fifteen (15) consecutive years of employment	Five (5) weeks

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For newly hired staff up to one (1) year, vacation will be prorated from the date of hire to the next July 1 at the rate of one (1) day for each five (5) weeks worked. Vacation allotments are awarded on July 1 and advancement on the vacation schedule are calculated from the July 1 closest to the hire date.

A maximum of five (5) unused vacation days will be automatically carried over to the next year by Human Resources.

An employee on an unpaid leave of absence shall not be eligible for nor earn vacation, but such leave shall not cancel prior years of employment in the calculation of the number of weeks of vacation he/she would earn while on the job.

The school year is defined as the first day for students in the fall through the last day of school for students in the spring (180 days).

On educator contract and non-contract days the following applies: All requests for vacation shall be made no less than two (2) business days in advance of the desired vacation date(s). All modifications of vacation dates shall be made no less than one (1) business day in advance of the originally-scheduled date. Employees may request vacation no more than one year in advance. Dates will be subject to approval by the Director of Facilities and Operations on a first-come, first-served basis. All requests for vacation(s) must have the advanced approval of the Director of Facilities and Operations or his/her designee. For employees requiring a substitute; vacations are to be taken in periods of no less than one (1) full-day.

The following are exceptions:

- When no substitute is required: Vacation can be taken in one (1) hour increments with a two (2) day notice. This is limited to twenty-four (24), one (1) hour increments, per year.
- Vacation time will be approved by the Director of Facilities and Operations with consideration to coverage.

Non-school days are to be considered the same as educator non-contract days according to the school year calendar. Once approved, the calendar will be distributed to all employees.

Employees eligible for paid vacation who terminate employment for any reason (other than discharge) shall be paid for any accrued and/or unused vacation. Employees who do not give a fifteen (15) day notice of resignation or a forty-five (45) day notice of retirement may forfeit accrued and/or unused vacation time.

Post-Employment Benefits – Ratio / Maximum

Maintenance Support Unit employees meeting the eligibility requirements for any post-retirement benefit will receive credit for the number of years worked. Maintenance Support Unit employees will receive one year of the District share of the health insurance premium for every eight (8) years of continuous service.

The maximum benefit for Maintenance Support Unit employees will be three (3) years of the District share of the health insurance after 24 years of continuous service.

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SECTION 15: COMPENSATION

Compensation

Compensation for less than full-time employees shall be prorated according to the number of hours they are scheduled to work.

Compensation Schedule

Job classifications and hourly rates are listed on the [Compensation Schedule](#) .

Wage Rate Progression

Step 1 is to be the hiring rate; Step 2 the rate after twelve (12) months. Actual timing of the effective step increase shall be at the discretion of the District.

When an employee moves to a different classification, he/she will be placed at that step which will provide an increase in hourly rate. The individual shall then progress in steps in accordance with the normal progression.

Longevity

All employees who have completed ten (10) to fourteen (14) consecutive years of service will receive five hundred dollars (\$500.00) per year. All employees who have completed fifteen (15) or more consecutive years or more of service will receive seven hundred and fifty dollars (\$750.00) per year. Longevity is paid semi-monthly on the employee's paycheck and does not apply to overtime rates.

Shift Differential

This differential only applies to individuals working eight (8) hours per day on the first shift. Shift workers will receive forty-five (45) cents per hour for work performed during the second shift (2:00 pm – 10:30 pm) and sixty (60) cents per hour for work performed during the third shift (10:00 pm – 6:30 am).

Overtime

One and one-half times the base pay rate will be paid for all hours worked:

- a. In excess of forty (40) hours per week. The defined work week for determining overtime is 12:01 a.m. Monday through 12:00 p.m. Sunday.
- b. On Saturday for those on a Monday through Friday work schedule.
- c. On Sunday for those on a Tuesday through Saturday work schedule.
- d. On a Monday for those on a Wednesday through Sunday work schedule.

Double the base pay shall be paid for all hours worked:

- a. On Sunday for those on a Monday through Friday work schedule.
- b. On a Monday for those on a Tuesday through Saturday work schedule
- c. On a Tuesday for those on a Wednesday through Sunday work schedule.
- d. On all holidays as defined in the *Handbook*.

Double the base pay shall be paid for work performed on the days designated only when the District requires that the work be performed on said days. When the employee has the option to perform the work on other days, but he/she chooses to perform the work on the days, said employee shall be paid a one and one-half the base pay.

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Overtime shift differential will be paid in addition to time and one-half or double-time as stipulated above, for all, but only those overtime hours worked between 12:00 a.m. – 5:00 a.m. will be paid an additional .45 cents and 5:00 p.m. to 12:00 a.m. will be paid an additional .60 cents.

Overtime hours for specific buildings will be offered equitably in the following order:

1. Building's staff who are qualified to perform the work
2. Members of the Maintenance Department
3. Engineers on an equitable, rotational basis

Pay for School Closure Due to Inclement Weather or Emergency

Staff who are required to work on days when an entire school day is cancelled due to inclement weather shall receive one and one-half (1½) times their base pay for all hours worked on such days. Should workers, at the discretion of the administration, be sent home or directed not to report to work due to inclement weather, they will suffer no pay loss.

Pay for Snow Plowing

An additional one dollar (\$1.00) per hour shall be paid for snow plowing done between the hours of 12:00 midnight and 6:00 a.m.

Temporary Assignment

If an employee is required to take a temporary job with a lesser rate of pay, the employee will not be required to take a reduction in pay. Any employee who is required to take a temporary job with a higher rate of pay for two (2) hours or more, shall receive the minimum rate of the job to which they are temporarily assigned that provides an increase in wages. This shall apply only where the individual has replaced the regular job incumbent, not where the individual is assisting such incumbent.

Call-In Pay

In the event an employee is called in for work, which is outside of his/her normal work schedule, they will be paid a call-time allowance of two (2) hours at his/her hourly rate in addition to the applicable pay for the time actually worked. Such call-in time as provided in this paragraph shall not apply when an employee is notified prior to leaving the premises on the previous day. Neither shall such call-in time be included as time worked in computing the weekly hours. Employees who are called in to work prior to their regular starting time shall not be sent home before the end of their normal shift to circumvent the payment of overtime.

Journeyman / Master Status Pay

Where the District requires an employee to have completed a state-approved skilled trade's indentured program leading to Journeyman or Master status in order to hold a particular position, individuals holding those positions must have and maintain the stated status as a condition of employment. In addition to the designated pay rate for the position, an employee shall receive an additional \$1.50 per hour for Journeyman status and \$4.00 per hour for Master status. Dependent on experience an individual with Journeyman or Master Status may be placed above the normal hiring step at time of hire.

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License Stipends

All employees that complete district approved engineer training, obtain a pesticide license or obtain a certified pool operator's license shall receive a one hundred dollar (\$100) stipend on their December 15 paycheck provided a copy of their license is on file with the Human Resources Department.

Crew Leader

All employees designated as Crew Leaders shall receive an additional \$1.00 per hour.

Travel Reimbursement

Those employees in positions requiring occasional use of their personal vehicles for school business, as approved in advance by the Director of Facilities and Operations or his/her designee, shall be paid the established IRS rate per mile. Employees shall submit a monthly mileage log and shall be paid according to such log.

To be eligible for these payments, the employee is required to present a certificate showing minimum automobile insurance meeting requirements set by the employer for all such employees.

First Responders: Emergency Situations Stipend and Duties

The District has adopted an operating policy for First Responders: Emergency Situations. As part of that policy, employees in certain positions shall receive training which shall be conducted during regular work hours, when possible. If such is not possible, then these employees shall be paid or, at their option, provided compensatory time for the training time. Training for other employees shall be voluntary and there shall be no additional compensation or compensatory time associated with it.

An employee designated by the District as a first responder or a back-up first responder for emergency situations shall receive an annual honorarium of \$200 or \$100 respectively. When the assignment is for less than the full year, the foregoing amount shall be prorated. This stipend shall be paid on June 15 based upon assignment memos provided by Student Services.

Reimbursement for Professional Improvement

Employees shall be eligible for reimbursement of the cost of tuition and books for courses or training taken for professional improvement which would also have a direct benefit to the District, now or in the future, provided funding is available. Reimbursement will be upon successful completion of the course or training. Such courses must have the approval of the Chief Financial Officer or his/her designee prior to enrollment of the individual. A [Request for Reimbursement for Professional Improvement](#) form must be submitted for approval prior to enrollment.

PARAPROFESSIONALS

SECTION 4: EXPECTATIONS AND PRACTICES

Work Schedule

The normal work week shall be thirty-five (35) hours during the school year.

Work Year: Paraprofessionals will receive compensation for 183 work days, excluding holidays.

Workday

The regular work day shall be seven (7) hours, Monday through Friday. In the case of a part-time employee's workday, it is pro-rated. Employees will receive a duty-free lunch period of not less than one half hour. Any modifications to hours or lunch periods are subject to the approval of the Chief Human Resources Officer.

A fifteen (15) minute break period is to be allowed each day during the first half of the workday for paraprofessionals working between 2-5 hours a day. A fifteen (15) minute break period shall be allowed during the second half of the workday for paraprofessionals working more than five (5) hours a day. Break periods may not be accumulated for use as compensatory time, nor to lengthen or shorten the work day and/or lunch period.

SECTION 7: ASSIGNMENTS, VACANCIES AND TRANSFERS

Assignments, Vacancies and Transfers

Determination of Assignment

~~Maximizing the expertise of our staff is best accomplished when considering the experience, training, length of service, skills, abilities and preferences of staff in determining assignments. Administration will have the final responsibility for the determination of all assignments.~~

Paraprofessional Assignment Categories / Program Areas:

Paraprofessional assignments are defined in the following categories and program areas:

Assignment Categories	Program Areas						
Regular Education	Instructional / LMC / Recess	Title I (Pre-School)	4K				
School Transportation (Grandfathered)	Bus Supervisor						
Special Education	EBD	CD	SLD	AUT	OI	Vision/ Brailist	ECSE/ IK/4K
Interpreter	ELL	Title I ELL	DH/H	Bilingual			
Therapy Assistants	COTA	PTA					

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Notification of Assignments

Paraprofessionals will receive a written notice of their tentative assignment(s) for the ensuing school year no later than the last day of the current school year.

Paraprofessionals Without Assignment

Staffing allocation reductions or different certification requirements (ESSA) could necessitate the need to designate a paraprofessional(s) either partially/fully without assignment. All paraprofessionals without assignment are assured a position for the ensuing school year.

If there is more than one paraprofessional in the same assignment category and program area, administration will determine the paraprofessionals who will become partially/fully without assignment. Consideration will be given to voluntary requests, current and past assignments, practical experiences, length of service, contributions as a team member and adaptability to other assignments.

When there is only one paraprofessional in an assignment category and program area whose position no longer exists, he/she will be designated as without assignment. If the building has a vacancy, as the result of a retirement or resignation, within the paraprofessional's assignment category and program area, the paraprofessional will be assigned the position. If the building has a vacancy in a different assignment category and program area, the paraprofessional designated as without assignment has the option of applying for the position.

(Moved up to follow PWA)

All paraprofessionals assigned the status of without assignment can apply for vacant positions. Individuals who remain without assignment will be placed by Administration.

A paraprofessional remains in his/her assigned position if:

- A one-year only position continues
- A buy/sell continues
- A program moves locations (he/she moves with the program)
- A student supported by a "student specific" paraprofessional transitions to a different school in the district. The "student specific" paraprofessional would move to the new school along with the student.
- A paraprofessional is filling in for someone on leave who does not return

Paraprofessional Requests to Increase / Decrease Assignments (FTE)

A paraprofessional wanting to increase / decrease the percentage of his/her assignment can make application through district-wide postings. The stated process for filling vacancies will be followed.

Relocated to section 7 of the Handbook in the consolidated process

Posting of Vacancies

~~Notice of available positions shall be sent via electronic mail and posted on WECAN for a minimum of three (3) business days. The notice shall include, to the degree known at the time of the posting, the date of posting, when the position will begin, the building(s) in which the assignment will be performed, a description of the position available, the full-time equivalency, the area(s) of certification required (if applicable) and the date the posting will~~

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~~close. The District retains the right to determine the qualifications needed for any vacant position.~~

~~The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.~~

If a part-time position is increased in hours by twenty-five percent (25%) or less, the paraprofessional working in the position may be offered the additional assignment prior to posting the vacancy.

Process for Filling Vacancies:

- ~~• Prior to July 1, vacant positions will be open to current paraprofessionals. Current paraprofessionals may apply for vacant positions. A paraprofessional within the first year of employment in the District will not be eligible to apply for vacancies unless designated as a paraprofessional without assignment or requesting a significant change in assignment FTE or a job with higher compensation. A current paraprofessional who applies for a vacant position, prior to the end of a posting period, may be granted an interview for the position. If there are any internal candidates who meet the qualifications required in the posting, internal interviews will be held prior to an external posting.~~
- ~~• After July 1, all positions that remain vacant or become available will be assigned to paraprofessionals without assignment or filled by administration through an interview process. The District retains the right to select the most qualified applicant for any position based upon posting language (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the position description). The term applicant refers to both internal candidates and external candidates for the position.~~

Involuntary Transfers:

~~When the District determines that an involuntary transfer of an employee is necessary, the District may, at its discretion, transfer an employee qualified for the position. An employee involuntarily transferred by the District will receive a written notice from the Chief Human Resources Officer or his/her designee which will include the reason(s) for the transfer.~~

Awarding of Positions Increasing Pay and/or Hours

A paraprofessional awarded a position in a higher salary and/or more hours, shall normally move to his/her new position within two (2) weeks of being awarded the position.

An employee who is awarded a position in a higher paying classification shall move to the step in the higher group that gives he/she a raise in pay.

SECTION 14: EMPLOYEE BENEFITS

Post-Employment Benefits – Ratio / Maximum

Paraprofessional Support Unit employees meeting the eligibility requirements for any post-retirement benefit will receive credit for the number of years worked.

Paraprofessional Support Unit employees will receive one year of the District share of the health insurance premium for every twelve (12) years of continuous service.

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The maximum benefit for Paraprofessional Support Unit employees will be two (2) years of the District share of the health insurance after 24 years of continuous service.

SECTION 15: COMPENSATION

Compensation

Compensation for less than full-time employees shall be prorated according to the number hours they are scheduled to work.

Compensation Schedule

Job classifications and hourly rates are listed on the [Compensation Schedule](#)

Step 1 is to be the hiring rate; Step 2 the rate after two (2) years (if applicable); Step 3 after ten (10) years. Actual timing of the effective step increase shall be at the discretion of the District based on annual review and funding.

When an employee moves to a different classification, he/she will be placed at that step which will provide an increase in hourly rate. The individual shall then progress in steps in accordance with the normal progression.

Longevity

Longevity rates are rolled into the new level 3.

Overtime

All hours exceeding forty (40) hours per week and all hours on Saturdays, Sundays, and holidays shall be compensated either by timesheet or compensatory time at one and one-half (1 ½) times the hourly rate. Any and all work beyond the workday must have prior approval of the employee's immediate administrative supervisor.

Compensatory Time

In accordance with the Fair Labor Standards Act, the District will offer compensatory time for work performed in lieu of pay, provided a [Compensatory Time Agreement](#) outlining the terms and conditions for the earning of, accrual, and use of compensatory time is completed.

Earning Time

Participation in activities for which an employee can earn compensatory time shall only be with the prior approval of the employee's immediate administrative supervisor.

Such activities may include:

- Additional training/staff development
- Special projects
- Registration
- Conference assistance
- Additional work outside of work hours

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Employees are not to perform work during non-work meal breaks or unscheduled hours unless they receive approval from their immediate administrative supervisor or when they are specifically assigned work during such periods.

In certain circumstances, an employee may perform work for the District which requires immediate attention and should not be postponed. Employees who work excess hours due to such circumstances shall properly advise their immediate administrative supervisor of the extra time worked as soon as possible for final approval.

Using Time

An employee's immediate administrative supervisor must pre-approve the usage of any compensatory time. A request shall only be denied if the use of the compensatory time will unduly disrupt the operations of the District.

Compensatory time taken shall be reported (in hours and minutes) to the District by using the Compensatory Time Log. Absences of one hour or more must be reported through the automated substitute reporting system.

Accumulation

Compensatory time is to be recorded during a given week at straight time for any hours up to forty (40) hours and at time and a half (1.5) for any hours worked in excess of forty (40) hours.

The maximum amount of time which can be accumulated cannot exceed 40 hours at any point in time.

Carryover of accumulated compensatory time from one fiscal year to the next is automatic.

Recordkeeping

It is the responsibility of the employee to accurately maintain compensatory time log (accrual and usage). These records shall be reviewed by his/her immediate administrative supervisor monthly.

The Compensatory Time Log record should be available at the request of the Chief Human Resources Officer. Annually at the close of each fiscal year, the log must be submitted to the Chief Financial Officer in order to establish the District-wide compensatory time financial obligation.

Closing Out a Compensatory Time Log

When an individual moves to a new building or terminates employment, his/her compensatory time log shall be closed out by submitting a timesheet for all accumulated hours.

Travel Reimbursement

Those employees in positions requiring occasional use of their personal vehicles for school business, as approved in advance by their immediate supervisor, shall be paid the

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established IRS rate per mile. Employees shall submit a monthly mileage log and shall be paid according to such log.

To be eligible for these payments, the employee is required to present a certificate showing minimum automobile insurance meeting requirements set by the employer for all such employees.

Reimbursement for Professional Improvement

Employees shall be eligible for reimbursement of the cost of tuition and books for courses or training taken for professional improvement which would also have a direct benefit to the District, now or in the future, provided funding is available. Reimbursement will be upon successful completion of the course or training. Such courses must have the approval of the Chief Financial Officer or his/her designee prior to enrollment of the individual. A [Request for Reimbursement for Professional Improvement](#) form must be submitted for approval prior to enrollment.

Licensure / Certification

DPI licenses are required of Special Education Paraprofessionals, DHH Interpreters and COTA/CPTA employees. When a paraprofessional's assignment requires certification / licensure to comply with the regulations of the Department of Public Instruction (DPI) or other agencies, the employee will pay twenty-five dollars (\$25) of the licensing fee and the District will pay the remaining balance.

Additional Work Opportunities

Less than Full-Time Employees

Employees who work less than full-time and/or less than year-round may work additional hours when other paraprofessionals are absent. Employees interested in such opportunities shall contact Substitute Services. If offered such an opportunity by the District, an employee would earn his/her regular rate of pay.

First Responders: Emergency Situations Stipend and Duties

An employee designated by the District as a first responder or a back-up first responder for emergency situations shall receive an annual honorarium of \$200 or \$100 respectively. When the assignment is for less than the full year, the foregoing amount shall be prorated. This stipend shall be paid on June 15 based upon assignment memos provided by Student Services.

School Transportation Paraprofessional (Re-Classification Transition)

Effective August 12, 2019, the District reclassified school transportation paraprofessionals as hourly employees not under the provisions of the Handbook. This change only impacts **transportation** paraprofessionals due to the uniqueness in scheduling, exceptional challenges in recruitment, and the design of the job that leads primarily to part-time positions. This reclassification allows for the streamlining of scheduling, communication, and management of additional work time directly through the transportation division within our Student Services Department. This change will also allow for a higher rate of pay for individuals who are typically part-time employees and not eligible for benefits.

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Transition for Current Transportation Paraprofessionals

- Two categories for distinction of classification will be created:
 - 1. School Transportation Paraprofessionals – Individuals who are benefit eligible and remain under the provisions of the Employee Handbook
 - 2. Bus Aides – Individuals who are not benefit eligible and not under the provisions for the Handbook and would receive the higher hourly rate.
- The District will offer an option to 'grandfather' employees in a School Transportation Paraprofessional position who are currently enrolled in benefits.
 - These individuals will receive notice detailing the option to transition to an hourly Bus Aide at a higher rate of pay (not benefit eligible) or remain as a School Transportation Paraprofessional at the current rate of pay outlined in the Handbook (benefit eligible).
 - They will elect their preference on a signed document.
 - Once the grandfathered employee discontinues insurance or reduces FTE below required eligibility, he/she will not have the option of re-enrolling in benefits.
- Internal Paraprofessional who are hired for bus routes in the future will receive the higher rate of pay, however the additional time will not count towards benefit eligibility (similar to a paraprofessional working a lunchroom supervision for additional pay).
- Future external hires will be classified as hourly Bus Aides at the higher rate of pay.

PROFESSIONAL EDUCATOR

SECTION 4: EXPECTATIONS AND PRACTICES

Job Sharing

Job sharing is a voluntary program to provide the opportunity for two current elementary professional educators to share one full-time equivalent position. The sharing of duties and responsibilities will be determined and agreed upon by the job share partners and the building principal prior to entering into the job share agreement. Due to scheduling priorities necessary to meet the instructional needs of the students, it may not be possible to provide equitable prep time for each professional educator.

A job sharing request form must be submitted to the appropriate building principal for initial approval and then forwarded to the Chief Human Resources Officer no later than April 15. Administration will review the request and, if satisfactory, will recommend that the Board of Education approve the request. Both professional educators are expected to attend all student contact days, workdays, professional development days, open houses, parent- teacher conferences, staff meetings and any other professional activity related to their duties.

The professional educators in a job-sharing arrangement are expected to substitute for one another whenever possible. Payment for substitute work within the job-sharing arrangement will be at the base pay for the BS or MS degree, whichever reflects the education of the professional educator who is performing the substitute work.

Job shares will be approved for a period of one year. The teachers shall be informed in February if there is an administrative decision not to continue the job share for the following school year. If either of the educators want to discontinue the job sharing arrangement, notice to discontinue for the ensuing school year must be given no later than May 15. If either of the educators or the principal want to discontinue the job sharing arrangement for the ensuing school year, the request will only be approved if a position is/will be available for the educator assigned the status of teacher without assignment. In the instance where a job share partner is awarded another vacancy or resigns after May 15, a replacement job share partner may be secured by the district for one-year. When a job share arrangement is discontinued, staffing assignments for the ensuing school year will be made in accordance with filling vacancies language as stated in this Handbook.

A request for job-sharing is a voluntary reduction in contract. All wages, benefits, and leaves shall be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works.

Professional Responsibilities and Workday

Professional Educators are expected to be on time and in attendance for all student contact days, workdays, professional development days, open houses, parent-teacher conferences, staff meetings and any other professional activity related to their duties.

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The daily schedule of each building will be approved by the District and published. Educational and other professional requirements may make it necessary for occasional changes in normal starting and ending times. School day changes that would better meet the educational needs of students will be considered. Proposed changes require approval by central administration and must be submitted by February 1.

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. Educators are to be in their building sufficiently prior to and following their assignments to prepare for and be available to meet the needs of the students and also to provide time for administrators, colleagues, and parent interaction. Work schedules for employees vary throughout the school district. Supervisors will advise employees of their individual work schedules, including instructional assignments, specific supervisory responsibilities, preparation time, and duty-free lunch time. Alternate work schedules to better serve the needs of students may be developed between administration and individual staff members.

The administration will work with staff to allow flexibility if a staff member needs to leave school during the student instructional day for personal business during times when no duties are assigned.

Professional Meetings

All staff are expected and obligated to attend and actively participate in staff, department and level meetings. This means that staff members are expected to adjust their schedules accordingly to accommodate the scheduled meeting dates and times throughout the year. It is understood that emergencies and/or conflicts do arise. When such situations occur, it is the staff member's responsibility to communicate with the principal/administrator in a timely manner.

To improve at both the building and district level, we recognize the importance and value of all professional staff members' contributions toward the advancement of building and district goals. Therefore, all professional staff members are expected to be actively engaged in a building-level committee and/or contribute to the building in some other significant way that is connected to building/district goals.

Relocated to section 7 of the Handbook in the consolidated process

~~SECTION 7: ASSIGNMENTS, VACANCIES, AND TRANSFERS~~

Assignments, ~~Vacancies and Transfers~~

C. Determination of Assignment

Maximizing the expertise of our staff to meet the learning needs of students is best accomplished when considering the experience, training, length of service, and preferences of staff in determining building assignments. Each factor will be considered as administration works with staff at the building and department levels to determine teaching assignments. Administration will have the final responsibility for the determination of all assignments.

D. Notification of Assignments

Professional educators will receive written notice of their tentative assignments (subject area(s),

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building(s), and grade level(s) where applicable) for the following school year no later than May 15 of the current school year.

E. Teacher Without Assignment

Staffing allocation reductions or different certification requirements could necessitate the need to designate the teacher(s) who will partially/fully become the teacher(s) without assignment (TWA). All teachers without assignment are assured a position for the next school year.

Administration will determine the teachers who will partially/fully become teachers without assignment. Consideration will be given to voluntary requests, current and past assignments, practical experiences, length of service, contributions as a team member and adaptability to other assignments (academic and co-curricular). All designated TWA will be notified verbally and in writing by a site/department administrator.

All professional educators assigned the status of teacher without assignment can apply for vacant positions. Individuals who remain without assignment will be placed by Administration.

F. Non-Teaching Leadership (NTL) Assignments

Each continuing non-teaching leadership assignment and position shall be reviewed annually by the Chief Human Resources Officer and/or the administrative supervisor. The teacher shall be informed in February if there is a decision to not renew the assignment and/or the position for the following school year. If an educator in a non-teaching leadership role wishes to return to a teaching position, he/she shall give written notice of intent to the Chief Human Resources Officer no later than February 15. This does not prohibit an educator from applying and being awarded a vacancy after the February 15th date.

Non-Teaching Leadership positions are defined as the following: Dean, Curriculum Support Specialist, Technology Integrators, Program Support, Support Specialist, Program Leader and District Coach.

G. Teacher Requests to Increase / Decrease Contract Assignments

A teacher may submit a written request to the Human Resources Department to have his/her contract assignment reduced.

A teacher wanting to increase the percentage of his/her contract can make application through district-wide postings. The stated process for filling vacancies will be followed.

H. Posting of Vacancies:

~~Notice of available positions shall be sent via electronic mail and posted on WECAN for a minimum of three (3) business days. The notice shall include, to the degree known at the time of the posting, the date of posting, when the position will begin, the building(s) in which the assignment will be performed, a description of the position available, the full-time equivalency, the area(s) of certification required and the date the posting will close. The District retains the right to determine the qualifications needed for any vacant position.~~

~~The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.~~

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I. Process for Filling Vacancies:

~~Current educators may apply for vacant positions. Educators making application must be in good standing, defined as not being on an individual program of support. An educator within the first three years of employment in the District will not be eligible to apply for vacancies unless designated as a teacher without assignment or requesting a contract change. A current educator who applies for a vacant position, prior to the end of a posting period, may be granted an interview for the position.~~

~~Prior to July 1, every vacant position will be open to current educators in good standing.~~

- ~~• If there are any internal candidates currently using the certification (i.e., his/her full-time assignment requires the certification) required in the posting, the position will not be open to external candidates and the position will be filled by a current educator who interviewed for the position. The educator selected for the position does not need to be currently using the certification required in the posting.~~
- ~~• When the pool of internal candidates only contains educators not currently using the certification required in the posting, external candidates may also be granted an interview.~~

~~After July 1, all positions that remain vacant or become available will be assigned to teachers without assignment or filled by administration through an interview process.~~

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

J. Involuntary Transfers:

~~When the District determines that an involuntary transfer of an employee is necessary to prevent non-renewal caused by staff reduction measures or to reduce travel or fill a vacancy, the District may, at its discretion, transfer an employee qualified for the position. An employee involuntarily transferred by the District will receive a written notice from the Chief Human Resources Officer or his/her designee which will include the reason(s) for the transfer. An employee who is involuntarily transferred to an assignment requiring the same FTE shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer.~~

Process for Filling Non-Teaching Leadership Position Vacancies

~~For non-teaching leadership positions, the District retains the right to select the most qualified applicant (internal or external regardless of years in the District) for any position based upon posting language. This restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the position description. (See D. for the definition of NTL positions)~~

SECTION 14: EMPLOYEE BENEFITS

Post-Employment Benefits – Ratio / Maximum

Professional Educators meeting the eligibility requirements for any post-retirement benefit will

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receive credit for the number of years worked. The ratio of years worked to years of earned benefit is 5:1 as of July 1, 2013 and 3:1 for years of service prior to June 30, 2013. The benefit will not accumulate beyond the age of 65 for years worked beyond 2012-13.

SECTION 15: COMPENSATION

New Employee Salary Determination

The District, in its sole discretion, will determine the starting salary for a new professional employee. Such determination will take into account, but not be limited to, any prior teaching experience and education, to the extent applicable.

Compensation

The pay and compensation plan for professional employees is established by the Board of Education subject to the base wage negotiations, which is part of collective bargaining process.

Compensation Framework

Initial placement on the [Compensation Framework](#) is determined at time of hire. Movement on the Compensation Framework is reviewed annually and is based on a satisfactory evaluation of educator practice, the completion of the capacity building professional development focused on improving instructional effectiveness, and the available funding. Educators must work a minimum of one semester to be eligible for a compensation increase.

Refer to the AASD Accountability Based Capacity Building Framework for additional details.

Additional Compensation for Earning a Master's Degree

The District will compensate individuals who have completed a Master's degree program that has been pre-approved by the Staff Development Department. Master's degree programs must be a minimum of 30 graduate-level credits to be eligible for additional compensation. The maximum compensation increase is \$5,000, and will be adjusted if the educator's salary includes credits previously compensated for beyond BS degree placement (towards MS level compensation) on the 2014-15 salary schedule. Prior to registering in the Master's program, contact Human Resources to receive confirmation of how earning a Master's degree may impact your compensation.

Additional compensation for earning a master's degree will be granted upon receipt of an official transcript directly from the University/College where the degree was obtained at two times per school year. Transcripts must be submitted to the Human Resources Department certifying satisfactory completion of approved degree by the following deadlines to receive the compensation increase:

- By November 1 of the current school year for retro-pay to the start of the first semester of the current school year.
- By March 1 of the current school year for retro-pay to the start of the second semester of the current school year.
- Transcripts received after November 1 or March 1 deadlines will result in the compensation increase being effective at the beginning of the next semester.

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Other Compensation

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. Teachers are to be in their building sufficiently prior to and following their assignments to prepare for and be available to meet the needs of the students and also to provide time for administrators, colleagues, and parent interaction.

There are some assignments and responsibilities both during the scheduled school day, as well as, outside of the scheduled school day and / or school year that will qualify for additional compensation. Following are specific assignments / responsibilities for which additional compensation will be available.

Advanced Placement (AP) Audits

When a professional educator is required to complete the initial Advanced Placement (AP) audit of a course, a stipend will be paid to the educator.

Extended Year Contracts

All extended year assignments are for one year only. The District reserves the right to hire the most qualified person from within the District to extended assignments.

All extended year assignments will be structured on the basis of a specific number of days. A workday is defined as eight (8) hours. Extended year assignments shall be paid on a pro-rata (of individual contract) basis.

Individual Education Plan (IEP) Meetings

Professional employees are responsible for attending Individual Education Plan (IEP) meetings and Section 504 meetings as assigned. When these meetings are held outside of the regular school day, assigned professional employees are expected to attend. Professional staff members are expected annually to provide up to fifteen (15) hours attending IEP meetings and/or Section 504 meetings with no extra compensation involved. Professional educators will be compensated at the professional rate for hours worked in excess of fifteen (15) hours. ([IEP/504 Log, Process and Frequently Asked Questions document](#))

Mileage Reimbursement

The District shall reimburse employees required to drive their personal vehicle during the course of performing duties for the District. The District provides two options for mileage reimbursement.

- a. Employees who travel between buildings on a given day can submit a [Monthly Travel Stipend](#) form to Payroll and be compensated at a fixed rate in accordance with the district established mileage chart.
- b. Employees who travel can submit a [Travel Voucher](#) form to Accounts Payable and be compensated at the mileage allowance rate determined by the Internal Revenue Service.

A chart identifying mileage to and from District sites and forms to be used to report mileage are accessible on the Staff Homepage.

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Personal Items

A professional educator shall be compensated for time spent in packing up and unpacking his/her classroom / work station at any time during the calendar year when directed to do so by administration outside of the contracted day. Compensation shall be \$25 per hour up to \$150 (paid on a timesheet).

Staff Development Presentations

Staff development presentations beyond the normal scope of duties will be arranged and pre-approved through administration to qualify for compensation. Compensation is offered for presentations that occur outside of regular school hours.

A professional educator will be compensated two (2) hours of planning time for an initial staff development presentation of one (1) hour. Additional presentations (repeated sessions) will be compensated for one hour. Professional educators will be compensated at the professional rate for staff development presentations.

Substitute Work

A professional educator who teaches a class or covers a supervisory assignment for a professional educator who is absent will be compensated according to established rates.

Summer School Contracts

Summer school contracts will be offered at the rate of pay set by the Fox Valley Cooperative Summer School Consortium. If the consortium is discontinued or the District elects to leave the consortium, pay shall be based on the consortium rate in effect during the last year of District participation.

Super Postings

A professional educator who voluntarily assumes an additional teaching assignment via a super posting shall be paid a percentage of his/her salary for the duration of that additional assignment. The percentage will be the FTE of the additional class as indicated on the posting not to exceed .20. Super postings are one-year only assignments.

Supervision Assignments

When lunch supervision is an additional supervisory assignment, the professional educator will be compensated according to established rates.

When detention program supervision is an additional supervisory assignment, the professional educator will be compensated according to established rates.

Travel Stipend

Secondary level educators traveling between sites on a given day may have a required supervisory period as part of their assignment. If required travel results in the loss of preparation time, an annual stipend will be paid to the educator. Administration can waive the supervisory assignment.

The [Stipend for Secondary Traveling Educators with Assigned Supervision form](#) must be submitted to the payroll department by September 15 to receive a stipend beginning with the September 30 payroll. This form is available at each site or accessible on the Staff Homepage.

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New Educator Induction/Mentoring Program

Appleton Area School District: New Educator Induction/Mentoring Program *“Supporting educators in their first years”*

Mission

The AASD community believes strongly that to ensure student success we must continually enhance the quality of our instructional practice and program. To assist new educators in this pursuit, the AASD community will provide a structured, collaborative, and non-evaluative support system. This program will yield professionally empowered educators who understand AASD's commitment to their continual professional growth, thereby fostering student success.

Background

The DPI considers induction to be a phase, a period of transition, and the programmatic responsibility of districts. Consequently, school districts in Wisconsin are required to support Tier I guest, Tier I Special Education, and Tier II license holders by providing ongoing orientation, support seminars, professional development, and mentoring. Of note is the idea that induction is a *process* – not just an isolated set of activities planned for newly hired educators. As such, a support for newly hired educators is referred to as a “system,” which includes activities to:

- Ease the transition for the educator into teaching,
- Promote the personal and professional well-being of educators,
- Immerse the educator in the culture of the school system and the building.
- Provide required training and communicate district/building initiatives,
- Increase the retention of promising educators,
- Enhance student achievement,
- Foster a collaborative educational environment by promoting cooperation between educators and administrators,
- Strengthen relationships between institutions of higher education and the district,
- Continually renew the profession by providing opportunities for professional growth for both newly hired and veteran educators.

Program Description

The two-year induction program contains three main components: an ongoing orientation to welcome all new educators to the district and provide training, induction programs and seminars for professional development, and a mentor to provide ongoing instructional and management support to educators.

Coordination of the program, including program evaluation, is the joint responsibility of Administration and the Induction/Mentoring Specialist. The Induction/Mentoring Specialist will maintain confidentiality in all dealings with mentors and mentees.

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Orientation

New educator orientation and training starts with the recruitment, interview, and hiring process. It is recognized that new educator orientation is the shared responsibility of the district and building personnel as well as the assignment of the mentor.

All educators new to the AASD are required to attend New Educator Orientation. Initial Educators assigned a mentor are required to attend the three (3) day New Educator Orientation and training (includes ½ day with mentor). All other educators not assigned a mentor are required to attend 2.5 days of the New Educator Orientation and training.

Induction Programs and Seminars

Monthly seminars are held to enhance the quality of our instructional practices and programs thereby promoting student success. Seminars are designed to address the needs of new educators. Seminars promote a supportive network across the district for new educators. Topics may include classroom management, communications, assessment, and planning for professional growth.

Key elements of the seminar component include:

- The opportunity to reflect on instructional practices
- Shared vision for professional growth
- Student learning
- Best practice

Mentoring

All educators with less than three years of experience, regardless of the percentage of their contract, will be assigned a trained mentor. New employees with a life license and no experience in their certified area will also be assigned a mentor. The mentor program is built on a confidential and reciprocal relationship between the mentor and the educator.

The mentor training, offered within the AASD, is available to all AASD educators in good standing. It consists of one (1) day face-to-face training. Upon completion of the face-to-face training, an educator becomes part of the pool of trained mentors.

Professional Expectations of New Educators

Educators in their first year of employment with less than three years of experience will:

- be assigned a mentor for two (2) years.
- attend three (3) days of New Educator Orientation (includes ½ day with the mentor).
- meet once per week for at least 45 minutes, face-to-face with their mentor.
- attend a minimum of seven (7) new educator after-school seminars that are offered.

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Educators in their second year of employment with less than three years of experience will:

- continue with their mentor or, if hired with previous experience, have the option of declining a mentor for a second year.
- meet twice monthly for at least 45 minutes, face-to-face with their mentor.

Educators with a life license and no experience in their certified area will:

- be assigned a mentor for one (1) year.
- attend three (3) days of New Educator Orientation (includes ½ day with the mentor).
- meet once per week for at least 45 minutes, face-to-face with their mentor attend a minimum of seven (7) new educator after-school seminars that are offered.

Educators with a life license will:

- be assigned a district educator (“buddy”) by the building principal to guide them during their initiation into the AASD.
- attend 2.5 days of New Educator Orientation.

Mentoring Criteria

Characteristics of Effective Mentors

Knowledge of:

- The WI Educator Standards
- Pedagogy and subject matter
- Effective instructional practice
- Policies and procedures of the school and the district

The ability to:

- Model effective teaching strategies
- Work in a collaborative manner
- Maintain confidentiality
- Manage time effectively
- Use a variety of techniques and skills to achieve goals

Demonstrated skills of:

- Professional competence
- Providing instructional support
- Effective verbal and non-verbal communication
- Interpersonal skills of caring, kindness, and understanding

Responsibilities of a Mentor

- Assist provisional educators to become life educators
- Provide non-evaluative assistance and a supportive environment
- Assist educators in acquiring the knowledge and skills necessary to improve student achievement
- Promote excellence in teaching to improve student performance
- Introduce educators to the District’s culture
- Maintain a confidential relationship with the educator

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Mentor Application

Mentor applicants must:

- be an educator in good standing
- be willing to make a two-year commitment to an educator
- have completed or be willing to complete the mentor training program which includes the following training outcomes:
 - ✓ Understanding the role of a mentor, and the elements of successful mentoring relationship.
 - ✓ Understanding why quality mentoring and induction supports beginning teacher support teacher support teacher development and retention.
 - ✓ Identify, plan for and practice skills needed to assess beginning teacher needs, provide feedback, and plan for timely support.
 - ✓ Identify key mentor supports related to the Educator Effectiveness System.

Mentor Selection and Pairing

The selection and pairing of mentors will be processed by the Administration and the Induction/Mentoring Specialist. Individualized attention is paid to the process of pairing a mentor with an educator by considering the following:

- The educator will have an opportunity to share preferences in the characteristics of the mentor and the instructional areas or Educator Standards they would like to focus upon.
- Input from the building administration
- Subject/grade level taught, building assigned, daily schedule

The Induction/Mentoring Specialist will submit potential educator/mentor matches to administration. Administration will review pairings and give final approval.

The mentor and the educator will work through the [Mentor/Mentee Operating Agreement](#) that describes actions addressing their working relationship. If the relationship is determined not to be working, either party may dissolve the agreement and a new mentor will be assigned. The Induction/Mentoring Specialist confidentially facilitates this process.

If the District is unable to find a qualified AASD educator as a mentor, the District may secure individuals who are not employed by the school district to serve as a mentor.

Professional Expectations of the Mentor

Mentors of educators in their first year will:

- arrange a three (3) hour meeting before the start of the school year. If that is not possible, mentors must spend 1/2 day with their mentee during new educator orientation.
- meet once per week for at least 45 minutes, face-to-face with their mentee. For those who have a mentee assigned to a different building, emphasis should continue to be

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placed on weekly, face-to-face meetings. If that is not possible, mentors need to meet face-to-face for a total of three (3) hours each month.

- maintain a log of mentoring activities that is available upon request.
- follow up on seminar topics. Mentors are invited to attend new educator seminars but are not required to attend nor reimbursed for attending.

Mentors of educators in their second year will:

- meet twice monthly for at least 45 minutes. For those who have a mentee assigned to a different building, emphasis should continue to be placed on biweekly, face to face meetings. If that is not possible, mentors need to meet face-to-face for a total of 1.5 hours each month.
- maintain a log of mentoring activities that is available upon request.
- follow up on seminar topics. Mentors are invited to attend educator seminars but are not required to attend nor reimbursed for attending.

Mentor Assignments/Compensation

All selected mentors will be notified as soon as possible.

Mentors will be issued supplemental contracts. The compensation for a mentor per mentee is:

- Educators in their first year in the profession: \$2,000.00 / contract year
- Educators in their second year in the profession: \$1,200.00 / contract year

All educators with less than three years of experience hired after the start of the school year are immediately assigned a mentor (mentor compensation will be prorated).

SECRETARIES

SECTION 4: WORKDAY, EXPECTATIONS AND HOURS

Work Schedule

The normal work week shall be thirty-seven and a half (37 ½) hours during the school year and (35) hours during the summer. Summer hours will begin the day after the last day students are present and conclude the last day of educator orientation at the beginning of the school year.

Workday

The regular work day shall be seven and one half (7½) hours, Monday through Friday. The summer schedule and non-school days shall be seven (7) hours per day, Monday through Friday. In the case of a part-time employee's workday, it is pro-rated. The work day shall normally be scheduled within the parameters of 7:00a.m. - 5:00p.m. with an hour lunch period during the school year. Any modifications to hours or lunch periods are subject to the approval of the Chief Human Resources Officer.

A fifteen (15) minute break period is to be allowed each day during the first half of the workday for secretaries working between 2 - 5 hours a day. A fifteen (15) minute break period shall be allowed during the second half of the workday for secretaries working more than five (5) hours a day. Break periods may not be accumulated for use as compensatory time, nor to lengthen or shorten the work day and/or lunch period.

Non-School Day(s)

Non-school days are to be considered the same as teacher non-contract days and staff development days according to the school year calendar. Once the calendar is set for the school year, the calendar will be distributed to all employees outlining the non-contract days.

Section moved to Section 7 of the Handbook

SECTION 7: ASSIGNMENTS, VACANCIES AND TRANSFERS

~~Assignments, Vacancies, and Transfers~~

~~Determination of Assignment:~~

~~Maximizing the expertise of our staff is best accomplished when considering the experience, training, length of service, skills, abilities and preferences of staff in determining assignments. Administration will have the final responsibility for the determination of all assignments.~~

~~Process for Filling Vacancies:~~

~~Current secretaries may apply for vacant positions. A secretary within the first year of employment in the District will not be eligible to apply for vacancies unless designated as a secretary without assignment or requesting a significant change in assignment FTE or a job with a higher compensation. A secretary who applies for a vacant position, prior to the end of a posting period, may be granted an interview for the position. A secretary making application must be in good standing, defined as not being on an individual plan of support. A current secretary who applies for a vacant position, prior to the end of a posting period, may be granted~~

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~~an interview for the position.~~

~~Prior to July 1 for the upcoming school year, every vacant position will be open to current secretaries. After July 1, all positions that remain vacant or become available will be assigned to secretaries without assignment or filled by administration through an interview process.~~

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

Involuntary Transfers / Reallocation of Staff

~~When the District determines that an involuntary transfer of an employee is necessary, the District may, at its discretion, transfer an employee qualified for the position. An employee involuntarily transferred by the District will receive a written notice from the Chief Human Resources Officer or his/her designee which will include the reason(s) for the transfer.~~

Secretary Without Assignment

A number of reasons could necessitate the need to designate a secretary without assignment (partially or fully). All secretaries designated as without assignment can apply for vacant positions.

Requests to Increase / Decrease FTE

A secretary wanting to either increase or decrease the percentage of his/her assignment can make application through District-wide postings. The stated process for filling vacancies will be followed.

Awarding of Positions Increasing Pay and/or Hours

A secretary awarded a position in a higher salary and/or more hours, shall normally move to his/her new position within two (2) weeks of being awarded the position.

An employee who is awarded a position in a higher paying classification shall move to the step in the higher group that gives he/she a raise in pay.

SECTION 11: EMPLOYEE LEAVE OF ABSENCE (PAID)

Sick Leave

An employee who uses two (2) days or less of sick leave per fiscal year shall receive a floating holiday to be used during the following fiscal year. Employees desirous of using this day must have a minimum of five (5) days advance approval from their immediate supervisor.

SECTION 14: EMPLOYEE BENEFITS

Post-Employment Benefits – Ratio / Maximum

Secretarial Support Unit employees meeting the eligibility requirements for any post-retirement benefit will receive credit for the number of years worked. Secretarial Support Unit employees will receive one year of the District share of the health insurance premium for every eight (8) years of continuous service.

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The maximum benefit for Secretarial Support Unit employees will be three (3) years of the District share of the health insurance after 24 years of continuous service.

Vacation

All support staff will earn paid vacation based on their daily rate of pay in accordance with the following schedule:

One (1) consecutive year of employment	Two (2) weeks
Five (5) consecutive years of employment	Three (3) weeks
Ten (10) consecutive years of employment	Four (4) weeks
Fifteen (15) consecutive years of employment	Five (5) weeks

**Pro-rated for 10-1/2 month secretaries*

For newly hired staff up to one (1) year, vacation will be prorated from the date of hire to the next July 1 at the rate of one (1) day for each five (5) weeks worked. Vacation allotments are awarded on July 1 and advancement on the vacation schedule are calculated from the July 1 closest to the hire date.

A maximum of five (5) unused vacation days will be automatically carried over to the next year for continuing employees by Human Resources or paid upon resignation/retirement with adequate notice (i.e. Administrator notification by June 1 or 15 calendar day's notice for support staff).

An employee on an unpaid leave of absence shall not be eligible for nor earn vacation, but such leave shall not cancel prior years of employment in the calculation of the number of weeks of vacation he/she would earn while on the job.

Vacations may be taken on any days on which an employee is scheduled to work; however employees are encouraged to take vacation during non-peak work times. A request to take vacation must be approved by the immediate supervisor prior to the vacation time being taken. Vacation time shall be scheduled in either full or half-day increments. Employees are required to report all vacation into the automated substitute system.

Employees eligible for paid vacation who terminate employment for any reason (other than discharge) shall be paid for any accrued and/or unused vacation. Employees who do not give a fifteen (15) day notice of resignation or a forty-five (45) day notice of retirement may forfeit accrued and/or unused vacation time.

SECTION 15: COMPENSATION

Compensation for less than full-time employees shall be prorated according to the number hours they are scheduled to work.

Compensation

Job classifications and hourly rates are listed on the [Compensation Schedule](#) .

Compensation increases including step movement, annual wage increase, and/or stipends are reviewed annually and awarded based on satisfactory evaluation of secretary performance and the available funding. Step 1 is to be the hiring rate. If the employee meets the requirements and funding is available the employee would move to the Step 2 rate after twelve (12) months; Step 3

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the rate after twelve months on Step 2; Step 4 the rate after twelve months on Step 3 (if applicable). Actual timing of the effective step increase shall be at the discretion of the District.

When an employee moves to a different classification, he/she will be placed at that step which will provide an increase in hourly rate. The individual shall then progress in steps in accordance with the normal progression.

Temporary Assignment

If an employee is required to take a temporary job with a lesser rate of pay, the employee will not be required to take a reduction in pay. Any employee who is required to take a temporary job with a higher rate for fifteen (15) consecutive days or more, shall receive the minimum rate of the job to which they are temporarily assigned that provides an increase in wages. This shall apply only where the individual has replaced the regular job incumbent, not where the individual is assisting such incumbent.

Overtime

All hours exceeding forty (40) hours per week and all hours on Saturdays, Sundays, and holidays shall be compensated either by timesheet or compensatory time at one and one-half (1½) times the hourly rate. Any and all work beyond the workday must have prior approval of the employee's immediate supervisor.

Compensatory Time

In accordance with the Fair Labor Standards Act, the District will offer compensatory time for work performed in lieu of pay, provided a *Compensatory Time Agreement* outlining the terms and conditions for the earning of, accrual, and use of compensatory time is completed.

Earning Time

Participation in activities for which an employee can earn compensatory time shall only be with the prior approval of the employee's immediate administrative supervisor.

Such activities may include:

- Additional training/staff development
- Special projects
- Registration
- Conference assistance
- Additional work outside of work hours

Employees are not to perform work during non-work meal breaks or unscheduled hours unless they receive approval from their immediate administrative supervisor or when they are specifically assigned work during such periods.

In certain circumstances, an employee may perform work for the District which requires immediate attention and should not be postponed. Employees who work excess hours due to such circumstances shall properly advise their immediate administrative supervisor of the extra time worked as soon as possible for final approval.

Using Time

An employee's immediate administrative supervisor must pre-approve the usage of any

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compensatory time. A request shall only be denied if the use of the compensatory time will unduly disrupt the operations of the District

Compensatory time taken shall be reported (in hours and minutes) to the District by using the Compensatory Time Log. Absences of one hour or more must be reported through the automated substitute reporting system.

Accumulation

Compensatory time is to be recorded during a given week at straight time for any hours up to forty (40) hours and at time and a half (1.5) for any hours worked in excess of forty (40) hours. The maximum amount of time which can be accumulated cannot exceed 40 hours. Carryover of accumulated compensatory time from one fiscal year to the next is automatic.

Recordkeeping

It is the responsibility of the employee to accurately maintain compensatory time log (accrual and usage). These records shall be reviewed by his/her immediate administrative supervisor monthly.

The Compensatory Time Log record should be available at the request of the Chief Human Resources Officer. Annually at the close of each fiscal year, the log must be submitted to the Chief Financial Officer in order to establish the District-wide compensatory time financial obligation.

Closing Out a Compensatory Time Log

When an individual moves to a new building or terminates employment, his/her compensatory time log shall be closed out by submitting a timesheet for all accumulated hours.

Travel Reimbursement

Those employees in positions requiring occasional use of their personal vehicles for school business, as approved in advance by their immediate supervisor, shall be paid the established IRS rate per mile. Employees shall submit a monthly mileage log and shall be paid according to such log.

To be eligible for these payments, the employee is required to present a certificate showing minimum automobile insurance meeting requirements set by the employer for all such employees.

Reimbursement for Professional Improvement

Employees shall be eligible for reimbursement of the cost of tuition and books for courses or training taken for professional improvement which would also have a direct benefit to the District, now or in the future, provided funding is available. Reimbursement will be upon successful completion of the course or training. Such courses must have the approval of the Chief Financial Officer or his/her designee prior to enrollment of the individual. A [Request for Reimbursement for Professional Improvement](#) form must be submitted for approval prior to enrollment.

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Additional Work Opportunities

Less than Full-Time Employees

Employees who work less than full-time and/or less than year-round may work additional hours when other secretaries are absent. Employees interested in such opportunities shall contact Substitute Services. If offered such an opportunity by the District, an employee would earn his/her regular rate of pay.

First Responders: Emergency Situations Stipend and Duties

An employee designated by the District as a first responder or a back-up first responder for emergency situations shall receive an annual honorarium of \$200 or \$100 respectively. When the assignment is for less than the full year, the foregoing amount shall be prorated. This stipend shall be paid on June 15 based upon assignment memos provided by Student Services.

Supervisory and/or Co-Curricular Assignments

Extra work connected with supervisory and/or co-curricular activities shall be voluntary and shall be paid at the rate established in the *Additional Compensation Document*.

ITEM FOR CONSIDERATION

TOPIC: Professional Educator New Hires

BACKGROUND INFORMATION: The professional educators listed below are recommended for contractual positions for the 2021-2022 school year effective August 25, 2021:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>FTE</u>	<u>Salary</u>
Amy B. Blanco	EL Instructional Coach	Houdini/Einstein	100%	\$41,761.00
Pamela C. Sheffield	Special Ed-EBD	East	100%	\$41,761.00

Amy B. Blanco received her Master of Science degree from UW-Oshkosh with a major in Educational Leadership. Ms. Blanco is being hired as a “Temporary Employee” for the 2021-2022 school year. Most recently, she served the Stevens Point Area Public Schools as an English Learner and Social Studies Teacher.

Pamela C. Sheffield received her Bachelor of Science degree from UW-Green Bay with a major in Psychology. Ms. Sheffield is being hired under a one-year license with stipulations as a “Temporary Employee” for the 2021-2022 school year. Most recently, she served L Brands as a retail store manager.

FISCAL NOTE: As indicated above.

ADMINISTRATIVE RECOMMENDATION: Approval.

INSTRUCTIONAL IMPACT: The candidates listed above have been recommended by the administrators to whom they will report as the best candidates for the positions.

CONTACT PERSON: Julie King, (920) 997-1399 (ext. 2042)

8/26/21

ITEM FOR CONSIDERATION

TOPIC: Professional Educator Resignations

BACKGROUND INFORMATION: The following Professional Educators have submitted a letter of resignation effective the end of the 2020-2021 school year.

Kathleen A. Alan has been with the District for two years, most recently as a Choral Music Teacher at Classical School and Madison Middle School.

April L. Lackowski Postel has been with the District for one year, most recently as a Special Education Teacher at Richmond Elementary School.

BACKGROUND INFORMATION: The following Professional Educator has submitted a letter of resignation prior to the 2021-2022 school year.

Derek W. Marquardt was recently hired by the Appleton Area School District as a Physical Education Teacher at Horizons and Jefferson Elementary Schools.

FISCAL NOTE: Dependent upon replacements.

ADMINISTRATIVE RECOMMENDATION: Approval.

INSTRUCTIONAL IMPACT: Qualified replacements will be procured.

CONTACT PERSON: Julie King, (920) 997-1399 (ext. 2042)

8/26/21

ITEM FOR CONSIDERATION

TOPIC: Administrative Hires

BACKGROUND INFORMATION: The individuals listed below has been recommended for a contractual position for the 2021-2022 school year:

Duane Hartkopf is recommended for the Associate Principal / Athletic Director position at North High School, effective August 30, 2021, under a 220-day contract. Mr. Duane Hartkopf most recently served the Oshkosh Area School District as an eAcademy District Coach at Oshkosh West High School.

Denise Tezlaff is recommended for the Principal position at Franklin Elementary School, effective August 30, 2021, under a 260-day contract. Ms. Denise Tetzlaff most recently served the Appleton Area School District as a District Literacy Coach.

FISCAL NOTE: Salaries will be commensurate with education and experience.

ADMINISTRATIVE RECOMMENDATION: It is recommended that these individuals receive a contract for the 2021-2022 school year.

CONTACT PERSON: Julie King, 920-997-1399 (x2042)

8/26/21