

ASHWAUBENON SCHOOL DISTRICT

EMPLOYMENT HANDBOOK
for
PROFESSIONAL STAFF MEMBERS

Revised 06/10/2026

TABLE OF CONTENTS

<u>TOPIC</u>	<u>PAGE</u>
I. INTRODUCTION	
Introductory Statement.....	1
Disclaimer Statement	1
Statement of Philosophy	2
II. EMPLOYMENT STATUS AND RECORDS	
Employment Categories	2
Personnel Files	2
Personnel File Record Correction	3
Performance Evaluation.....	3
Student Supervision and Welfare	3
Assignment and Transfers	3
Staff Discipline	5
Reduction in Staff.....	5
Discipline, Non-Renewal, Termination, Resignation and Probationary Status.....	7
III. EMPLOYMENT PAY AND BENEFITS	
Pay Periods.....	8
Leaves of Absences	9
Family and Medical Leave	13
Health Insurance Benefits.....	13
Retirement Benefits	16
IV. WORKING CONDITIONS AND HOURS OF WORK	
Dress Code	18
Attendance and Reporting Absences	18
Planning/Conference Period	19
Personal Communications	21
Use of Employer Property/Equipment.....	22
Use of Personal Property at School.....	22
Emergency Closings.....	22
Travel Expenses.....	22
V. SAFETY AND HEALTH	
Smoking	22
Reporting Work Related Injury	23
VI. EMPLOYMENT	
Employee Code of Conduct	23
Equal Employment Opportunity	24

Anti-Harassment Policy	24
Job Descriptions.....	25
Immigration Reform Act Compliance	25
Conflict of Interest	26
Outside Activities of Staff.....	26
Communications and Suggestions	26
Political Activities.....	26
 VII. EMPLOYEE COMMUNICATION & TECHNOLOGY	
Responsible Use of District Technology, the Internet, and the District's Network	27
Email.....	27
Social Media	27
 VIII. EMPLOYEE CONDUCT AND DISCIPLINARY ACTION	
Staff Discipline	27
Grievance Procedure	28
Drug and Alcohol Use	28

I. INTRODUCTION

INTRODUCTORY STATEMENT

This Employee Handbook has been prepared for professional staff members in the Ashwaubenon School District. The provisions described herein are the terms and conditions governing employment in the Ashwaubenon School District and compliance with them is required.

The Board encourages a friendly and cooperative relationship at all levels, and among all staff. This relationship is intended to foster collaboration and professionalism throughout the district.

This Employee Handbook is a collection of selected employment policies, as well as rules and regulations of the Ashwaubenon School District ("District"). It has been prepared to acquaint all professional staff members with the policies, rules, and regulations that govern their employment in the District, and to provide for the orderly and efficient operation of the District.

It is each professional staff member's responsibility to read and become familiar with this information and to comply with the policies adopted by the Board. They are available electronically on the District website.

DISCLAIMER STATEMENT

This Employee Handbook has been prepared for informational purposes only. None of the statements, policies, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. Employment is not for any definite period, unless otherwise provided by individual contract. The District's professional staff members employed under individual contracts with the Board may be terminated or non-renewed consistent with the terms of the contract and consistent with Board Policy.

Furthermore, any professional staff member who violates any of the terms and conditions of employment set forth in this Employee Handbook may be subject to disciplinary action in accordance with Policy 3139 – Staff Discipline.

The provisions set forth in this Handbook may be altered, modified, changed, or eliminated at any time by the School Board, in accordance with Board Policy. This Employee Handbook supersedes any and all previous handbooks, statements, policies, rules, or regulations given to employees, whether verbal or written.

STATEMENT OF PHILOSOPHY

Vision of the Ashwaubenon School District . . .

Excellence in education so every student will achieve their full potential.

Mission of the Ashwaubenon School District . . .

Developing lifelong learners, who positively contribute to their communities.

II. EMPLOYMENT STATUS AND RECORDS

EMPLOYMENT CATEGORIES

The Board establishes the specific categories of employment by which staff are identified as members of the professional staff if they fall into a category established in Policy 3120 – Employment of Professional Staff, or are identified as members of the support staff if they fall into a category established in Policy 4120 – Employment of Support Staff.

PERSONNEL FILES

It is critical to effective human resource management and necessary for satisfaction of legal obligations that the Board maintains accurate personnel records. Further, the access granted for review and inspection of a personnel file must be completed in accordance with state law. The District shall maintain personnel records of professional staff members and grant access to inspect or review those records in accordance with Policy 8320 – Personnel Records and State law.

Review Rights:

An employee will have the right two times per year, upon written request, to review the contents of the individual's personnel file. This does not preclude the employee from further inspection of this file at times when grievances are filed or upon notification of non-renewal or dismissal

No material derogatory to an employee's conduct, service, character or personality will be placed in the personnel file unless the employee has been provided a copy. The employee will have the right to submit a written response to such material. The employee's response will be reviewed by the Superintendent or designee and attached to the file copy.

Third-Party Access to Personnel Records – Confidentiality:

It is the Board's policy to respect individual privacy and to maintain in confidence all information and records pertaining to employees to the extent practicable in keeping with the Board's interest. Information in an employee's personnel file,

medical file, payroll file, I-9 file and all other employment related files will not be disclosed to any third party without an employee's written consent, except to meet the legitimate business needs of the Board or as required by law (e.g. subpoena or public records request). Further, neither the Board nor any individual employed by the Board shall access an employee's personnel records except for legitimate business purposes.

PERSONNEL FILE RECORD CORRECTION

If there is any disagreement with the content or information contained in an employee's personnel record, the employee will follow the process established in Policy 8320 – Personnel Records to either have a correction made to the information in question, or to have the content in question removed from the file.

PERFORMANCE EVALUATION

The District Administrator has established and will implement a program of staff evaluation.

This program shall focus upon the early identification of specific areas in which the professional staff member needs improvement so that appropriate assistance may be provided in a systematic way. The evaluations shall be consistent with:

- A. Applicable State statutes
- B Policy 3220 - Staff Evaluation and Educator Effectiveness

STUDENT SUPERVISION AND WELFARE

The Board requires each professional staff member to maintain a standard of care for supervision, control and protection of students commensurate with the employee's assigned duties and responsibilities.

For the Board's expectations in this regard, professional staff members should refer to Policy 3213 - Student Supervision and Welfare.

ASSIGNMENT AND TRANSFERS

The District Administrator is responsible for the proper assignment of all professional staff members in conformance with any legal requirements or certification requirements.

The purpose of this section is twofold:

1. To identify a set of conditions under which staff member transfers from one position to another can be made. Transfers can be requested, voluntary, or involuntary.

2. To establish a process for appealing an involuntary transfer.

Section A: Requested Transfers:

The District will offer staff members the opportunity to request a change in assignment for the upcoming school year. Interested staff members may request a transfer by completing the District Transfer Request Form and submitting it to the Human Resources Coordinator according to the established timelines.

A transfer request may be granted based on the following conditions:

1. A vacancy exists in an area for which the staff member is qualified. “Qualified” means holding a current license or being eligible to obtain a license.
2. The transfer supports the District staffing goal of filling all vacancies with qualified staff.
3. The transfer provides high quality instruction or services for students.
4. The transfer supports the needs of the staff.
5. The transferring staff member is not on a Plan of Improvement.
6. In the case of equally qualified staff members requesting the same transfer, the staff member with the most seniority will first be considered for the transfer unless the above conditions cannot be met.

Section B: Voluntary Transfers:

In certain instances, staff members may be requested to change their teaching assignments. In the event that a staff member is requested to fill a vacancy, volunteers will first be considered to fill the open position. Volunteers will be accepted according to the conditions established in Section A.

Section C: Involuntary (Unrequested) Transfers:

On occasion, a staff member may be transferred involuntarily to a position. An involuntary transfer will be made according to the following conditions:

1. Transfers will be done to allow the most qualified and effective teachers in a department.
2. Transfer will not be used as a form of discipline.
3. The District will observe all non-discrimination policies when determining transfers.
4. Involuntary transfers will be made according to conditions 1-4 in Section A.

Section D: Appeal Process for Involuntary Transfers:

In the event that a staff member opposes an involuntary transfer on the basis of unreasonableness, the staff member has the right to appeal to the Superintendent. The appeal will be made according to the following process:

The staff member will file a written letter of appeal with the Superintendent. The Superintendent's decision is final and not subject to the grievance procedure or arbitration.

STAFF DISCIPLINE

Staff discipline and required investigations regarding potential wrongdoings of an administrator or a professional staff member shall be consistent with the terms established in Policy 3139 – Staff Discipline

REDUCTION IN STAFF

In the event the Board determines to reduce the number of employee positions (full layoff) or the number of hours in any position (partial layoff) for the forthcoming school year, this procedure will apply (except in the case of limited term employees) under the authority of the Superintendent. The Superintendent will provide written notice to the employee who has been selected for layoff in accordance with individual contract or State Statute.

1. The Board will determine the number of employees to be fully or partially laid off and the Superintendent will then determine the individual employees to be laid off in accordance with the following guidelines:
 - a. Normal attrition resulting from employees retiring or resigning will be relied upon to the extent possible.
 - b. Volunteers will be considered next. In the event an employee does volunteer to be laid off, and the Superintendent approves such layoff in lieu of another employee being laid off, such volunteer will be accorded all rights under these provisions.
 - c. Selection by the Superintendent after consideration of the following factors (in no particular order or weighting) based on the needs of the District: length of service in the District, length of service in education, certifications, performance of staff member, breadth of work experiences or qualifications, positive contributions to building and district level initiatives, input from direct supervisor (building, not classroom) and whether subject to a plan for improvement.
2. The re-employment rights as set forth below will extend up to January 1 of the third school year following lay-off.

3. If within an employee's re-employment rights period, the District has a vacancy in an area of certification within which the employee was certified at the time of the layoff, and is currently certified in at the time of said vacancy, the employee will be considered for the vacancy based on the criteria described in Section 1(c) above.
4. Within ten (10) days after an employee receives an offer for a vacancy pursuant to Section 3, the employee must advise the District in writing that the employee accepts the position offered and will be able to commence employment on the date specified therein. Any notice pursuant to Section 3 will be sent to the last known regular and/or electronic address of the employee as shown on the District's records. It will be the responsibility of each employee to keep the District advised of the employee's current contact information.
5. Any and all re-employment rights granted to an employee on layoff will terminate upon: (a) the expiration of such employee's re-employment rights or (b) such employee's failure to accept within ten (10) days any position offered to the employee as provided in Sections 3 & 4. Employees laid off from a full-time position will have the option of declining recall to a part-time position without jeopardizing their right to subsequent recall to a fulltime position.
6. Employees re-employed will be reinstated with sick leave benefits at the level of the effective date of their layoff.

Seniority:

Definition: Seniority is defined as length of service as a full-time or part-time certified employee within the District commencing with the employee's more recent date of hire. Employees who voluntarily terminate their employment in the District lose their seniority in the District--this does not apply to leaves of absence. A full-time employee is defined as anyone working one-hundred percent (100%) of a full-time contract.

Seniority will be based on an employee's percentage FTE times one (1) year. Seniority for employees with the same number of years will be determined by the school board approved date. In the event of a tie with the School Board approved date, the date the contract is signed and returned to the Human Resources Department shall determine the seniority order. Example: A part-time employee at an FTE of .7 will gain 70% of one year of seniority. His/her hire date will remain as is. The District will report the number of years of seniority employees have accrued.

Seniority List:

The seniority list will be distributed in each building in January and the employees will have twenty (20) days from the distribution date to challenge their placement if they feel they are improperly placed on the list.

Termination:

An employee's seniority is terminated:

1. Upon expiration of layoff recall rights, except that this period can be extended by the Board.
2. If an employee is absent from the job because of illness or injury for more than five (5) years from the date the employee was placed on extended leave, except that this period can be extended by the Board.
3. If a laid off employee fails to notify the employer of the employee's intention of reporting for work within ten (10) days of being notified to do so and fails to report for work within ten (10) days of notification to do so.
4. If an employee is discharged for cause.
5. If an employee retires.
6. If an employee resigns.
7. If an employee is under contract with another organization.

Other:

Supervisors or administrators returning to teaching positions within the District will receive seniority for time spent in the District.

**DISCIPLINE, NON-RENEWAL, TERMINATION, RESIGNATION AND
PROBATIONARY STATUS**

No employee will be disciplined, reprimanded, suspended, non-renewed, or terminated for arbitrary or capricious reasons. Individual contracts may be terminated or non-renewed upon a majority vote of the full membership of the Board. Any decision to terminate a staff member's employment contract shall be subject to review consistent with Policy 3340 - Grievance Procedure.

Finally, a staff member may resign in accordance with the terms of his/her individual employment contract.

Any employee who has signed an individual employment contract and wishes to breach such contract after June 15th will give the employer thirty (30) days notice and will reimburse the employer \$500 after June 15th; \$1000 after July 1st; and \$1500 after August 1st as liquidated damages. Such liquidated damages will be deducted from any amount due the employee.

In the event of breach of contract, a first year employee receiving training prior to completion of one year of service to the employer will be held responsible for the cost of the training paid for by the employer. Exception will be determined by the Board without precedence.

Policy 3140 – Non-Renewal, Resignation, and Termination

III. EMPLOYEE PAY AND BENEFITS

PAY PERIODS

All professional staff members shall be paid in accordance with the provisions established in Policy 6510 – Payroll Authorization.

Salary payments will be in twenty (20) equal payments beginning September 5th and ending June 20th unless the employee gives written notice prior to May 15th of the previous school year to elect twenty-four (24) equal payments beginning September 5th and ending August 20th. New employees must notify the District prior to the first official in-service day, or prior to the first pay period if they are hired after the start of the school year. If an employee fails to make an election or misses the deadline, the employee will be paid in twenty (20) payments. An employee may not change their payment selection in the middle of a school year. Once a selection has been made, it will remain in effect until the employee notifies the District by the May 15th deadline.

Summer School:

The hourly rate for summer school teaching will be the summer school rate of pay. Teachers will be paid for the July 4th holiday if they are contracted before and after the holiday.

Teachers will be given preparation time as outlined in their individual summer school contract. Active staff members that apply within the application period, will be employed first for available summer school positions within their area of certification.

Staff covering other classrooms during prep time:

There may be times when there is a substitute shortage and substitute teachers are not available to fill all open positions. If subs are not available, a principal may assign a teacher to cover the classroom. Employees will be paid for their lost prep time when covering an absence for a staff member who is absent for half of a school day or a full day. Staff compensation will be paid at the current summer school rate for actual prep time used up to a daily maximum of 1 hour in grades 4K-8 and 1.5 hours in grades 9-12.

Staff members will not be compensated when covering for another staff member that is out for less than a half day (using professional time). Staff should work together to cover for a staff member that uses professional time and is not using sick or personal time off.

LEAVES OF ABSENCE (extended leave)

Sick Leave:

Employees will be granted ten (10) days sick leave per year for illness or non-occupational injury of the employee (such that the employee is incapable of performing employee's regular duties), for illness of the family which demands the presence of the employee, or medical appointment for the employee or medical appointment of a family member that requires the presence of the employee. (Family is defined as spouse, children, parents, brother/sister, grandparents, mother-in-law/father-in-law, grandchildren, or a relative who is a member of the employee's household.) These days must be taken in minimum units of one-half (1/2) days.

Should an employee leave the District prior to the completion of the contract, the sick leave for the current period will be pro-rated. Employees hired after the official start of the school year or employees employed on less than a full-time contract will receive a pro-rated number of sick days for that year. There will be an accumulation of seventy-five (75) days of sick leave.

In the event of absence in excess of the accumulated days or in violation of established criteria, salary deduction will be made at the time of overuse at the daily rate of the annual salary for each day. In the event of extended personal illness whereby the employee becomes eligible to collect the income protection disability insurance, the compensation derived from accumulated sick leave will cease with the balance of the sick leave days remaining as a credit to the employee's sick leave account.

In all cases of absence, the employee will follow the District Attendance and Reporting Absences procedure.

In the event that an employee is aware in advance that sick leave benefits will be needed or due, it will be the duty of the employee to notify the Building Principal as far in advance as possible in writing of the anticipated time and duration of such sick leave, the reason for requesting such sick leave and medical certification that the employee will be unable to perform normal work functions.

The employee will be required to begin using sick leave on the date after which their doctor certifies that they are medically unable to perform their normal duties. An employee on sick leave is required to notify the Building Principal at the earliest possible time of the anticipated date on which the employee will be able to resume normal duties. Any employee abusing sick leave benefits will be subject to discipline.

When an employee's return to work after twenty (20) days of consecutive sick leave occurs within ten (10) days before the end of the semester or other grading period, said employee returning from such sick leave may have the return to normal duties delayed until such grading period is completed.

As an alternative to the regular assignment, the District Administrator will have the option to require the returning employee to perform alternate work or to have the returning employee perform curriculum development work until such time the next grading period commences. In any event, the returning employee will receive full wages and benefits during the time prior to assuming their normal duties.

In cases of prolonged absence in excess of the number of sick days credited to the employee's sick leave account at the onset of the illness, the employee will be placed on an unpaid leave of absence for a duration to be determined by administration.

After a three day absence, or in such other instances deemed appropriate by administration, the employee will immediately submit to Human Resources a letter from the employee's physician giving the diagnosis or description of the illness and the probable date of return. An employee returning from such a leave of absence will be assigned to the employee's same position or comparable position. An employee not desiring to return when declared able by a physician will be deemed to have resigned effective the day the employee was able to return to employment.

Should there be no such vacancy existing at the time of indicated return to service the employee will be offered the next open comparable position for which the employee is qualified. Should the employee turn down the offer of a position the obligation of further offers will be deemed waived.

An employee returning to duty after an absence due to illness may be requested to present a statement from a physician to Human Resources or may be required to submit to an examination by a physician designated by the school District and at the District's expense as a condition of returning.

Sick Day Payout

When an employee leaves the District after working in the District for twenty (20) or more years and they have at least thirty (30) accumulated sick days in their bank, the employee will be paid out for their unused sick days at the rate of \$100 per day. In order to qualify the staff member must notify the District prior to February 15th that they intend to terminate employment at the end of their current contract. The payout will be made into a TSA account. The daily rate will be prorated based upon the employee's current FTE.

Emergency Leave:

Emergency leave will be available to employees for a non-illness related absences that requires the employee to be away from work for one day (or half day). Emergency days are deducted from the employee's sick day bank.

Employees will have one (1) emergency day available each contract year. The employee may request a second emergency day. An emergency day reason must be entered into the absence system and approved by the Superintendent or it will be charged as a personal day or dock pay day.

Bereavement Leave:

Time off for funerals or bereavement should be handled on an individual basis with the supervisor. Staff will have three bereavement days each year. They will not carry over from year to year. The three days will not come out of their sick day bank. If a staff member uses more than the three days for bereavement during a school year period, it will come out of their sick bank. In the event of the death of a district employee, the supervisor shall determine the representation to attend the funeral.

Professional Leave:

This leave will be given to attend educational functions other than general state or regional conventions as approved by the District Administrator. The District Administrator will determine the time limit for such leave according to the individual situation.

Personal Days:

Three (3) personal days will be provided each school year and may be taken by an employee with prior approval. Such leave will be deducted from accumulated sick leave. An employee will file a request with the employee's building principal three (3) days prior to such leave, when possible. Building principals may limit the use of this leave to five (5) percent, but not less than one (1) of the employees in the building on any one day. Personal days must be taken in minimum units of one-half (1/2) days. Staff eligible for leave will be rounded to the next highest full number.

If unused, up to 3 unused personal days may be carried over into the next school year. An employee may never have more than a total of 6 days in their bank, including the days provided during the current year.

Staff members are not allowed to take personal days on district in-service days.

Military Leave:

The Board of Education will, upon request, grant a military leave of absence for active duty with the U.S. Armed Forces, U.S. Coast Guard, an authorized military reserve unit, or the National Guard, provided that the time off is for one's annual training or the result of an emergency mobilization during the regular school year.

Absence resulting from a military obligation to the United States government will be considered as an excused absence.

1. If such active duty assignment is a requirement of the employee's military obligation, the Board of Education will pay the difference between the employee's regular daily rate of pay and his or her daily rate of pay for up to a maximum of ten (10) working days per fiscal year. The employee must present the District with a statement showing the amount of daily pay prior to receiving remuneration.

If the military rate of pay equals or exceeds the school District's rate, no differential will be considered or implemented.

2. If an employee volunteers for an active duty assignment(s), no pay differential will be considered and the employee will be considered to be on an unpaid leave of absence.

Court Appearance/Legal Leave/Jury Duty:

1. Employees required to be absent because of subpoena, when such is received as a result of **their** school district employment and not **the** result of subpoena which has been served on the employee as a result of his/her violation of the law and/or when named as a plaintiff or acting as a defendant in a civil court action, **shall** be given leave without loss of pay or deduction from sick or personal leave.
2. **Any remuneration (pay) the employee would receive from such service will be signed over to the Ashwaubenon Board of Education in an amount equal to actual district pay (if court appearance pay exceeds district pay).**
3. **Each employee will be released to serve jury duty without loss of pay or other benefit. The employee will receive the employee's normal daily pay from the District for each day the employee is absent because of being on a jury panel or serving jury duty. The employee will turn over to the District the fee paid by the court to the employee for serving on a jury up to the value of the employee's normal daily wage. Meal and travel allowances provided by the court shall be retained by the employee.**

Other Leaves:

Employees should not use more time off than they have available. If an employee is absent from work when they do not have time off available, they are subject to discipline. If an employee uses unpaid days two consecutive school years (unless the unpaid days qualify for FMLA leave), they will receive a performance review rating of “Not Meeting Expectations” and will not be eligible for their next available step on the salary schedule.

All other leaves will be considered by the administration on an individual basis.

School Closures:

Professional Staff will not be charged a sick or personal day when an absence is scheduled and school is closed on that day.

Insurance:

If a professional staff member wishes to maintain membership in the group medical and dental insurances during the term of the leave, the staff member will be responsible for the full payment of the premiums for those insurances, except as may otherwise be required by law. Payment of those premiums will be made to the school District business office on the first day of each calendar month during the term of the leave.

It will be the responsibility of the staff member to remit payment.

No payment notices, bills, or reminders of payment will be issued by the school District. Failure to remit payment for insurance premiums within the thirty (30) day grace period may result in coverage being discontinued. Employees on leave during the contract year will have their yearly insurance premium prorated on the basis of time worked.

Seniority:

Any staff member who is on leave will be pro-rated on the basis of time worked during the term of the contract year. Accrual of seniority will be suspended starting on the initial day of the leave and will recommence upon the first day of the return of the staff member to full employment.

FAMILY AND MEDICAL LEAVE

In accordance with Federal and State law, the Board of Education will provide family and medical leave for professional staff members. The provisions of both the Federal and State family and medical leave provisions require specific eligibility and qualifying reasons to access this leave; to determine if you are eligible or qualify for family and medical leave refer to Policy 3430.01 – Family and Medical Leave of Absence (FMLA).

HEALTH INSURANCE BENEFITS

Covered Employees:

1. Regular Full-Time Employees:

Regular full-time employees are defined as employees who carry a full-time load. Regular full-time employees will be entitled to all benefits under the terms of this handbook.

2. Regular Part-Time Employees:

Regular part-time employees are defined as employees who teach less than a full-time load. Regular part-time teachers who teach 30 hours (80% FTE) or more are eligible for prorated health and dental insurance benefits. For all benefits other than health and dental insurance, regular part-time teachers who teach fifty percent (50%) or more of full-time status will be entitled to prorated fringe benefits. Regular part-time employees who teach less than fifty percent (50%) of the full-time status will not be entitled to any benefits except as provided elsewhere in this handbook.

Eligibility:

Employees will be eligible for group coverage either as full-time or part-time employees on the first day of the month after the first day of active service.

An employee will have thirty (30) days to decide to participate in the program. Employees not electing coverage at the times set forth above must show evidence of insurability to become eligible for group coverage unless otherwise permitted by the plan document, a statute or rule of law, or permitted by cafeteria regulations. Employees not returning to the District will have the premiums for the group plan paid by the District for the months of July and August in the same proportion as paid during the previous school year.

If an employee for the District has medical benefits provided under the same policy, the Board will not pay a premium that would result in duplicate health insurance benefits. This provision includes a spousal transfer.

Health and Dental Insurance:

The Board will pay a portion of the health and dental insurance premium toward single coverage and family coverage for all full-time and regular part-time staff members that work 30 hours or more, pursuant to the provisions above.

For full-time employees, the Board will pay 85% of the health insurance premium (if the employee and spouse complete the Wellness Certificate the Board will pay 87.5% of the premium) and 95% of the dental insurance premium (Board share). Employees will be responsible for the remaining premium via payroll deduction. The Board's share of the premium will be prorated for part-time employees hired after 01/01/1999. For example, for health insurance for an employee who

completed the Wellness Certificate at 80% of full-time, the Board share will be 87.5% of 80% (.875 x .80 = .70) for a total of 70% of insurance premium and the employee will be responsible for the remaining 30% via payroll deduction. Married staff members, where both are full time, may only be covered once under district insurance policies.

Life:

The Board will pay the total cost of the premium for group life insurance. Employees not returning to the District may participate in the group plan upon payment of the full premium for the July and August payments.

Optional Life Insurance Benefits for Insured Persons terminate on the first day of the policy month coinciding with or next following the date of retirement or termination of employment.

Basic and Optional Accidental Death and Dismemberment Benefits for Insured Persons terminate on the first of the policy month coinciding with or next following attainment of age 65.

Long Term Disability (LTD):

The Board will pay the total cost of the premium for LTD insurance with a sixty (60) day waiting period. Employees not returning to the District may participate in the group plan upon payment of the full premium for the July and August payments. Medical premium waiver is in effect for up to twenty-seven (27) months while on LTD.

Extended Leave of Absence:

In the event an employee is placed on an “extended leave of absence”, the employee may have their insurance coverage above continued in force as a staff member of the group for up to two (2) years (maximum time allowed by the carrier) from the date of the beginning of the “extended leave” provided that the employee pays the premium to the school District on or before the first day of each month. Failure to make this payment in a timely manner will in itself signify a desire of the employee to discontinue coverage.

In the event of failure to make payment, a thirty (30) day grace period will commence. Should payment not be received during the grace period, coverage will be discontinued. No bills, invoices or statements will be rendered by the school District as the responsibility for payments rests with the employee. The provisions of the insurance programs will prevail if ever in conflict with the above.

Flexible Spending Account:

The District will make available a Health Care and Dependent Care Flexible Spending Account (FSA) for pre-tax payment of premium contributing, unreimbursed medical expenses, and for dependent care services to the extent allowable by law.

Employee Assistance Program:

The District will design and provide an Employee Assistance Program (EAP) at no cost to the employees as follows. EAP is not subject to the deductible.

RETIREMENT BENEFITS

Retirement benefits will be available to regular full-time and regular part-time employees that **began employment prior to June 1, 2011**. To qualify, the professional staff member must voluntarily resign from their duties and have reached the age of fifty-five (55) on or before August 31st of the calendar year in which they retire.

Retirement benefits will be based on the employee's average full-time equivalency (FTE) for the twenty (20) highest FTE years of service in the Ashwaubenon School District with a 100% maximum FTE for any single year.

Example: Employee who has been 100% FTE will receive full benefit. An employee who was 75% FTE for the twenty (20) highest FTE years of service will receive 75% of the benefit a full-time teacher would have received. An employee whose twenty (20) highest FTE years of service were 80% for ten (10) years and 100% for ten (10) years will receive 90% of full-time benefit.

Eligibility:

- Age 55 or older on August 31 of the calendar year of retirement
- Began working in the District before June 1, 2011 as a teacher (the term teacher also includes the positions of Guidance Counselor, Library Media Specialist, Social Worker, School Psychologist, School Nurse, Occupational/Physical Therapist)
- Employed with the District for at least 20 years as a teacher

Notice:

Employees who plan to take early retirement under this provision will notify the District of their intent to do so prior to February 15th of the current school year. Retirement eligibility will begin following the expiration of any contractual obligations the teacher may have to the District.

Compensation:

The District will provide tax-sheltered annuity payments totaling one-half (1/2) the teacher's final annual individual teacher's contract (maximum salary of 1.0 FTE). This compensation will be spread into 36 equal monthly payments into a qualified non-voluntary TSA account beginning in January of the calendar year following retirement. The employee is responsible for opening a qualified TSA account with a District approved vendor.

Insurance Coverage:

Health and Dental Insurance - Employees who voluntarily retire, will be eligible to remain in the group health and dental insurance plan until eligible for Medicare. The District will contribute a portion of the premium consistent with its contribution toward the single premium for active employees at the time of retirement. The retiree is responsible for the amount of the current premium not covered by the District contribution. After Medicare eligibility the District will offer a Medicare carve-out plan at the retiree's own cost. Payment is to be made to the school District on or before the first of each month.

The retiree may purchase coverage for their spouse and/or dependents. The retired employee will then pay one hundred percent (100%) of the difference between the single and greater coverage premiums. If the retired employee or covered spouse and/or dependent(s) becomes covered by another medical/dental plan, the coordination of benefits of the District plan will apply.

In the event of failure to make payments, a thirty (30) day grace period will commence. Should payment not be received during the grace period, coverage will be discontinued. No bills, invoices, or statements will be rendered by the school District, as the responsibility for payment rests with the retired employee.

In the event of the death of a retired employee prior to being eligible for Medicare, the spouse and/or dependents will be entitled to the survivor benefits of the insurance plan at their own cost until the spouse remarries or the spouse and/or dependents are no longer "dependents" as specified in the Plan. Upon involuntary loss of medical and/or dental coverage, including COBRA continuation provisions provided through the spouse's employer, the spouse may be covered under the District's medical and dental plan at their own cost. The provisions of the insurance programs will prevail if ever in conflict with the above.

Life Insurance - Basic Life Insurance Benefits for Retired Persons are as follows:

Age on March 1st	Amount
55 – 64	100% of Pre-retirement benefit
65	75% of Pre-retirement benefit
66	50% of Pre-retirement benefit
67 +	25% of Pre-retirement benefit

Coverage will remain at 25% until death.

Optional Life Insurance Benefits for Insured Persons terminate on the first day of the policy month coinciding with or next following the date of retirement. Basic and Optional Accidental Death and Dismemberment Benefits for Insured Persons terminate on the first of the policy month coinciding with or next following attainment of age 65.

Validity:

If the employee returns to full-time employment with the District after retirement under this Agreement, upon re-employment, no further benefits will be payable under this Agreement and the employee will forfeit any right to further compensation under this Agreement.

IV. WORKING CONDITIONS AND HOURS OF WORK**DRESS CODE**

The Board has exercised its authority to specify dress and grooming guidelines for staff.

When on duty, professional staff members are expected to dress in a manner that is professional and will distinguish staff from students, and is consistent with the expectations described in Policy 3216 - Staff Dress and Grooming.

ATTENDANCE AND REPORTING ABSENCES

As an employee of the Ashwaubenon School District, you are expected to report your absence promptly whether or not your absence will require a substitute.

Employees can access the time off management system, 24 hours a day, to report an absence. Employees are assigned a user login and PIN which will be emailed to their school email account. The process for reporting an absence is complete only when the management system gives the employee a “job number” which confirms that the absence was successfully created. If an employee doesn’t know or doesn’t have a PIN, they should contact the District Office.

Absences must be taken in either full or half day increments.

Absences employees can record themselves:

- Illness (medical appointment, illness or non-occupational injury of the employee or for illness of the family which demands the presence of the employee)
- Emergency (non-illness related absence that requires the employee to be away from work)
- Bereavement
- Jury Duty (usually can be entered ahead of time—the employee should coordinate with the school office how to proceed.)

All other absences require pre-arranged approval by the building principal.

Advance planning means a better opportunity to obtain a qualified substitute:

- Employees should enter an absence as soon as they are aware of the absence. The time off management system will open the absence to substitutes once it is entered. It will accept absences up to the end of this current school year. (Medical appointments are considered illness and can be entered well in advance in many cases.)
- Call in early! If an employee needs a substitute today, remember substitutes are called beginning at 5:30 a.m. and they often sub for other districts as well. Employees should be entering in today's absence by 5:00 a.m. and no later than 6:30 am, if at all possible.

Communicate with the substitute:

- If an employee absence requires a substitute, the employee may upload attached files with lesson plans, notes, or other documents to the absence in the time off management system website.
- Traveling staff who are assigned to more than one school should also upload special instructions informing the substitute of the schedule for the day of the absence so they are prepared to travel between buildings or to start at a different location than the home school.

Communicate with the school office:

- If an employee will need to be absent an additional day, they need to call the office before school is dismissed so the substitute can personally be asked to return. It will help to ensure consistency in the classroom, since the substitute management system will not automatically contact the same substitute.

Time off records:

- An employee's time off records will be tracked in the Skyward payroll system. They will be able to check their records using the same online system used to view payroll records. The employee is responsible for verifying that the system is up-to-date. Any questions about an employee's time off allowances should be directed to the District Office.

PLANNING/CONFERENCE PERIOD

Work Day Expectations:

1. In recognition of the inherent differences among the needs of buildings, groups, and individuals, the district has authorized a flexible environment to allow professionals to use their time most effectively.
2. Employees may use time during which they are not responsible for student supervision, professional collaborative planning, or instruction in a manner that is most effective for them. It is understood that alterations to the work

day are acceptable; however, employees are expected to be available during the student contact hours in the building they are assigned. Permanent or regular alterations to the student contact hours are not acceptable.

3. Employees leaving the building between 7:30 and 3:30 must follow office procedures.
4. Substitute pay – Employees required to substitute for another employee in lieu of a preparation period will receive extra compensation calculated by prorating the hourly summer school rate

Student Contact Hours:

1. Employees are expected to work an average of seven and one half (7.5) hours per day. Employees are expected to be prepared for the teaching day and be prepared to begin the day when the students enter the building and classroom.
2. Employees should be in their assigned areas approximately ten (10) minutes before the students enter the building and approximately ten (10) minutes after the students leave the building.
3. Student Contact hours are the times students start the day until the time they are dismissed at the end of the day. They are as follows:

Cormier	8:00 a.m. – 3:00 p.m.
Valley View / Pioneer	8:15-a.m. – 3:15 p.m.
Parkview	7:30 a.m. – 2:48 p.m.
High School	7:28 a.m. – 2:50 p.m.
District Wide Hours	7:30 a.m. – 3:30 p.m.

Non Classroom Staff:

1. Employees not assigned to a classroom will generally work during the District Wide hours. Other modifications to the work schedule will be mutually agreed to by the employee and the building principal.
2. Employees assigned to the District Office will generally work during the District Wide hours. Alteration to the work schedule will be mutually agreed to by the employee and the supervisor.

Meetings, Conferences and In-service:

1. Full-time and part-time employees are, as part of their professional responsibilities, expected to fulfill all professional obligations such as attending meetings, in-services, parent-teacher conferences, collaboration, etc. Part-time staff expectations for meetings
 - a. Collaboration Days - attend the full session
 - b. Staff Development Days – attend the full session

- c. Teacher Work Days – work their minimum FTE percentage of these days
 - d. Conference Days – Staff member must conduct all conferences as requested by parents. After all conferences have been completed **and** staff member has worked their minimum FTE the staff member is excused
 - e. In-service Days – attend full session
2. Building and District-wide Meetings:
- a. The District may schedule regular meetings on Wednesdays. These meetings will generally last no longer than one (1) hour and fifteen (15) minutes.
 - b. It is understood that on occasion a situation may require the necessity for a meeting on a night other than a Wednesday or to go longer than the normal time.
3. District Head Coaches will be excused from meetings if they have practice or a game that conflict with the meeting.
- a. Coaches will be responsible for getting the information from another employee or the building or district administrator.
4. IEP Meetings / Student Services Meetings:
- a. Every attempt will be made to meet the needs of parents, employees and students when scheduling IEP meetings and Student Services (SS) meetings. IEP/SS meetings should be conducted within the District Wide hours.
 - b. However, under certain circumstances, IEP meetings may need to be scheduled outside the District Wide time frame. Under these rare circumstances, the IEP may be conducted beginning at 7:15 a.m. or until one (1) hour and fifteen (15) minutes after the District Wide Hours.
 - c. In the extremely rare occasion when an IEP/SS meeting must be scheduled beyond the one (1) hour fifteen (15) minute window, employees will be compensated at the summer school rate in fifteen minute (15) increments (<15 min. = 15 minutes, 16-30 min.= 30 minutes, 31-45 min.=45, 46-60 min.=one hour).

PERSONAL COMMUNICATIONS

During work hours, personal communications made or received, regardless of whether on a Wireless Communication Device (WCD), regular telephone, or network computer, can interfere with employee productivity, distract others, and/or set a bad example for students. Employees are expected to use discretion in using personal WCDs while at work. Employees are expected to limit personal communication to breaks and lunch period and to inform friends and family members of the Board's policy in this regard.

USE OF EMPLOYER PROPERTY/EQUIPMENT

Personal use of District equipment or facilities by employees will be in accordance with the District Administrator's policies.

Policy 7530 – Lending of District-Owned Equipment

USE OF PERSONAL PROPERTY AT SCHOOL

Employees may wish to bring personal property to school either for reasons associated with their professional responsibilities or for use during off-duty time. This practice is authorized provided it is understood that the District will not be responsible for any loss, damage, or misuse of such property.

EMERGENCY CLOSINGS

The District Administrator shall make the decision regarding emergency closings in accordance with the Plan for Emergency Preparedness as established in accordance with Policy 8420 – School Safety.

TRAVEL EXPENSES

The Board of Education may provide for the payment of the actual and necessary expenses, including travel expenses, of any professional staff member that is incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board and in accordance with the District Administrator's policies.

Policy 3440 – Job-Related Expenses

V. SAFETY AND HEALTH

SMOKING

The Board of Education is committed to providing students, professional staff, and visitors with a tobacco and smoke-free environment. Accordingly, the Board prohibits professional staff members from using tobacco in any form on District premises, in District vehicles within any indoor facility owned or leased or contracted for by the District and used to provide education or library services to children, and at all District-sponsored events.

Policy 3215 – Use of Tobacco and Nicotine by Professional Staff

REPORTING WORK RELATED INJURY

Any accident that results in an injury, however slight, to an employee of the Board, must be reported promptly and in writing to the District Business Office in compliance with Policy 8442 – Reporting Accidents. The injured employee shall complete a form that includes the date, time and place of the incident; the names of persons involved; the nature of the injury to the extent that it is known; and a description of all relevant circumstances.

VI. EMPLOYMENT

EMPLOYEE CODE OF CONDUCT

All professional staff members are expected to conduct themselves as outlined in Policy 3210 – Staff Ethics.

Dispute Resolution Procedure:

The District believes that disputes are best resolved directly between the parties involved. Whenever possible, the first step in resolving an issue is a conversation between the people involved.

Disagreements between staff members:

Periodically, staff members will have issues with other staff members. In these cases, a staff member who has an issue with another staff member, will approach the other staff member and attempt to resolve the issue prior to going to administration. If the issue is not resolved at the first level, the staff members involved have three options.

- They can agree to disagree and continue to work through the issues.
- They may jointly schedule a meeting with their immediate supervisor.
- They may seek peer mediation. If peer mediation is not successful, one of the other two steps will be implemented.

If the second option is chosen, the supervisor will listen to both sides and attempt to bring all parties to a mutual agreement. If a mutual agreement cannot be reached, the supervisor will determine the most appropriate course of action. This course of action could be to agree with one of the individuals or groups, or develop a compromise or alternative solution.

If a staff member approaches an administrator about an issue with another staff member, the administrator may direct the staff member to this dispute resolution procedure first unless it is to report illegal or dangerous incidents.

Disagreements Between Staff and Administrators:

Periodically, staff members will have issues with administrators. In these cases, a staff member, who has an issue with an administrator, may approach the administrator with the assistance of a representative (if desired) and attempt to resolve the issue. If the issue is not resolved satisfactorily at the first level, the staff members can request a meeting with the superintendent. The individuals involved, the representatives and the immediate supervisor will present the issues and their solutions to the superintendent. The superintendent will determine the best course of action.

If a staff member approaches an administrator about an issue regarding another administrator, the administrator may direct the staff member to this dispute resolution procedure first unless it is to report illegal or dangerous incidents.

EQUAL EMPLOYMENT OPPORTUNITY

The Board of Education does not discriminate in the employment of professional staff on the basis of any characteristic protected under State or Federal law including, but not limited to: race, color, age, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in Section 111.32, Wisconsin Statutes), sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, or declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters or any other characteristic protected by law in its employment practices.

If the professional staff member has questions regarding Equal Employment Opportunity or how to file a complaint regarding equal employment (s)he should refer to:

Policy 3122 - Nondiscrimination and Equal Employment Opportunity

ANTI-HARASSMENT POLICY

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

For purposes of anti-harassment, "School District community" means individuals subject to the control and supervision of the Board including, but

not limited to, student, teachers, staff, volunteers, and Board members. “Third party” means individuals outside the School District community who participate in school activities and events authorized by the Board including, but not limited to, visiting speakers, participants on opposing athletic teams, and vendors doing business with, or seeking to do business with, the District.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person’s protected status, such as sex, color, race, ancestry, creed, religion, genetic information, national origin, age, handicap, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record, or other protected group status, which affects tangible job benefits, interferes unreasonably with an individual’s work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur employee-to-employee, student-to-employee, male-to-female, female-to-male, male-to-male, or female-to-female.

The District Administrator has prepared written policies for professional staff members to follow when reporting alleged harassment. The process that will be followed when conducting an investigation regarding alleged harassment that is prohibited is also set forth in these policies. For more information employees shall refer to:

Policy 3362 - Employee Anti-Harassment

Policy 3362.01 - Threatening Behavior Toward Staff Members

JOB DESCRIPTIONS

The Board of Education recognizes that it is essential for professional staff member accountability that each professional staff member is fully aware of the duties and responsibilities of his/her position. Job descriptions document and describe the essential functions for professional staff positions and thereby promote organizational effectiveness and efficiency.

For more information regarding job descriptions, professional staff members shall refer to Policy 3120.01 – Job Descriptions. Further, if a copy of a job description is required or desired, the professional staff member shall ask their immediate supervisor or go to the Human Resources office and request a duplicate copy.

IMMIGRATION REFORM ACT COMPLIANCE

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. For more information regarding this compliance, please refer to the following:

Policy 3111 - Creating a Position

CONFLICT OF INTEREST

Professional staff members are expected to maintain high standards of honesty, integrity, impartiality, and professional conduct. Further, professional staff members are expected to perform their duties in a manner free from conflict of interest pursuant to Section 19.59 Wisconsin Statutes.

Policy 1130 – Ethics and Conflict of Interest – Private Practice
Policy 3210 - Staff Ethics

OUTSIDE ACTIVITIES OF STAFF

It is imperative that professional staff members avoid situations in which their personal interests, activities, and associations may conflict with the interests of the District. If a professional staff member is involved in an activity that threatens that staff member's effectiveness within the school system, the District Administrator shall evaluate the impact of such interest, activity, or association upon the professional staff member's responsibilities. (i.e. undue time consumption, undue stress, conflicts with role model expectation.)

For more information regarding the Board's expectations concerning interests, activities or associations that may conflict with the interests of the District, professional staff members should review the following:

Policy 3231 - Outside Activities of Professional Staff

COMMUNICATIONS AND SUGGESTIONS

The District values the comments and suggestions of its employees concerning work methods and operations. Employees should follow the chain-of-command when offering a suggestion or comment.

Professional staff members should refer to the detailed procedure regarding communication set forth in Policy 3112 - Board-Staff Communication

POLITICAL ACTIVITIES

Political activities that do not contribute to a positive learning climate may be disruptive, divisive and distracting. Therefore, the Board has concluded that such activities are not appropriate within the school setting. It is the intention of the Board of Education to regulate such activities on all Board owned or used property, within all school buildings and at all school sponsored activities.

VII. EMPLOYEE COMMUNICATION & TECHNOLOGY

RESPONSIBLE USE OF DISTRICT TECHNOLOGY, THE INTERNET, AND THE DISTRICT'S NETWORK

Staff use of the District's Network will be governed by Policy 7540.04 – Staff Education Technology Responsible Use and Safety.

EMAIL

When available, the District's e-mail system must be used by employees for any official District e-mail communications.

Employees are required to keep their inbox and folders organized by regularly reviewing e-mail messages, appropriately saving e-mails that constitute a public record or student record and e-mails that are subject to a litigation hold, and purging all other e-mails that have been read.

The District complies with all Federal and State laws pertaining to electronic mail. Accordingly, e-mails written by or sent to District employees may be public records, or education records if their content includes personally identifiable information about a student. E-mails that are public records are subject to retention and disclosure, upon request, in accordance with Policy 8310 – Public Records.

The District retains the right to monitor or access any District e-mail accounts at any time. Users should not expect that their communications sent or received through the District e-mail system will remain confidential and personal.

Employees should be aware of the framework for the proper use of e-mail established in Policy 7540.06 – Electronic Mail.

SOCIAL MEDIA

In accordance with Policy 1213 – Student Supervision and Welfare and Policy 3213 - Student Supervision and Welfare, professional staff members are discouraged from engaging students in social media and online networking media, such as Facebook, Twitter, etc.

VIII. EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

STAFF DISCIPLINE

Staff discipline and required investigations regarding potential wrongdoings of a staff member shall be consistent with Policy 3139 – Staff Discipline.

GRIEVANCE PROCEDURE

The procedures detailed in Policy 3340 – Grievance Procedure shall be followed when a grievance has been filed that pertains to termination, discipline, and work place safety as defined in the policy.

DRUG AND ALCOHOL USE

Consistent with the Drug-Free Workplace Act, the Board prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any member of the District's administrative and/or professional staff at any time while on District property or while involved in any District-related activity or event. Any staff member who violates Policy 3122.01 – Drug-Free Workplace shall be subject to disciplinary action in accordance with Policy 3139 – Staff Discipline.

Any employee who feels that he or she needs assistance with drug or alcohol dependency is encouraged to contact Human Resources for information about the District's Employee Assistance Program (EAP). Employees receiving assistance in this regard are not exempted from compliance with the District's prohibition on the manufacture, possession, use, distribution, or dispensing of any controlled substance while on duty or on school premises or at any school sponsored activity.

Policy 3170.01 – Employee Assistance Program (EAP)

I acknowledge that I have received and read Ashwaubenon School District's Employee Handbook for Professional Staff Members and understand the provisions contained herein. I understand that the terms described in the Employee Handbook for Professional Staff Members may be altered, modified, changed, or eliminated by the Board at any time, with or without prior notice.

I further understand that the Employee Handbook for Professional Staff Members and any other provisions contained therein do not constitute a guarantee of employment or an employment contract, express or implied. I understand that my employment is at-will unless governed by my individual employment contract and that my employment may be terminated at any time with or without cause or terminated or not renewed consistent with the terms of my individual contract.

(Employee Signature)

(Witness Signature)

(Date)

ASHWAUBENON SCHOOL DISTRICT

EMPLOYMENT HANDBOOK
for
ASHWAUBENON EDUCATIONAL
SUPPORT STAFF MEMBERS

TABLE OF CONTENTS

	<u>Page</u>
DEFINITIONS	3-4
MANAGEMENT RIGHTS RESERVED	4
SENIORITY	4-5
VACANCIES/TRANSFERS	5
LAYOFF	5-6
WORKWEEK/WORKDAY	6-8
LICENSURE/CERTIFICATION	8-9
EMPLOYEE HEALTH EXAMINATIONS	9
EMPLOYEE FILES	9-10
EMPLOYEE EVALUATIONS	10
EMPLOYEE SAFETY	11
WORK SEVERANCE	11
PAYROLL	11
VACATION DAYS	12-13
PAID HOLIDAYS AND SERVICE DAYS	13
LEAVES OF ABSENCE	13-18
EMPLOYEE BENEFITS AND FRINGES	18-22
EARLY RETIREMENT	22-24
LONGEVITY PAY	24-25
CONTINUING EDUCATION	25-26
EMPLOYEE COMMUNICATION & TECHNOLOGY	27
EMPLOYEE CONDUCT AND DISCIPLINARY ACTION	28
SAVINGS CLAUSE	28

**ASHWAUBENON SCHOOL DISTRICT
AND
ASHWAUBENON EDUCATIONAL SUPPORT PERSONNEL**

**ADMINISTRATIVE ASSOCIATES, EDUCATIONAL ASSOCIATES,
CUSTODIANS AND FOOD SERVICE**

The Ashwaubenon School District and employees realize the importance of communication and collaboration to increase the service for students and families. We will work together to solve problems and increase our capacity to give quality service to others.

In order to promote and preserve a productive relationship between employee and employer, the following conditions and terms will guide the four job classifications (administrative associates, educational associates, custodians, and food service employees) and will serve as a guide to benefits, working conditions and employment practices.

DEFINITIONS

The term "employer" as used herein means the Ashwaubenon Board of Education and its designees.

The term "probationary employee" as used herein means an employee covered by this agreement within the **first thirty (30) work** days of employment from the first date of earned compensation. After completion of the probationary period, the employee shall be considered a permanent employee.

"Full-time employees" in each employee job classification are those employees hired to work at least the following hours per week:

- Educational Associates I (9 Month) – 37.5 hours
- Educational Associate II (9 Month) – 37.5 hours
- Food Service (9 Month) - 35 hours
- Administrative Associates - 37.50 hours except 35 hours during summer schedule.
- Custodians (12 Month) - 40 hours
- Food Service (12 Month) – 37.5 hours

"Part-time employees" are employees who regularly work less than a full workday or workweek in each of the above job classifications. Vacation, sick leave and other applicable leaves shall be pro-rated for such employees on the basis of hours regularly worked per week.

The term "job classification" shall be defined as:

- Educational Associates
- Custodians
- Food Service
- Administrative Associates

MANAGEMENT RIGHTS RESERVED

The school board retains and reserves unto itself, without limitation, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the laws and the constitutions of the State of Wisconsin and of the United States.

These rights include, but are not limited by enumeration to the right to direct all operations of the school system, its properties and facilities; to establish work rules; schedules of work; hire, promote, transfer, schedule and assign employees in positions within the system; suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from their duties because of lack of work or any other reason not prohibited by law; lay off, including the decision as to the numbers and types of employees to be laid off, reduce in hours; maintain the efficiency of school system operations take whatever action is necessary to comply with state and federal law; to introduce new or improved methods or facilities; to contract out for goods or services; to determine the methods, means and personnel by which the school system operations are to be conducted; to take whatever action is necessary to carry out the functions of the school system in situations of an emergency, to utilize temporary employees or volunteers, providing employees on layoff or on reduced hours are given first opportunity if qualified.

The exercise of the foregoing powers by the board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith, shall be at the Board's discretion.

SENIORITY

For the purposes of this handbook, "seniority" for regular employees shall be defined as the employment periods of uninterrupted service in the district with the following conditions:

- A. Seniority shall begin on the first date on which the employee receives compensation for work performed in the district in filling a permanent position. Seniority is earned in the same fashion for all employees regardless of length of contract year in months and full-time or part-time status.

- B. Employees on paid leave shall continue to accrue seniority, and their service shall not be considered as being interrupted.
- C. While employees are on unpaid leave or layoff status, they will neither lose nor accrue seniority, and their service shall not be considered as being interrupted.
- D. Employees having the same effective first date of permanent position compensation shall be considered as having equal seniority. In such instances, the employee affected by layoff will be determined by Administration.

The district and the employees shall mutually develop a seniority list. The purpose will be to update the seniority list based upon the past year's list and indicate the effective date of employees on layoff.

The following shall constitute reasons for cessation of seniority and termination of the employment relationship:

- 1. Resignation
- 2. Discharge
- 3. Long term disability/illness exceeding an eighteen (18) month period, except extension through mutual agreement between the school board and the employees.
- 4. Layoff for a continuous period of thirty (30) days except extension through mutual agreement between the school board and the employees.
- 5. Failure to adhere to the recall procedure.
- 6. Retirement

VACANCIES/TRANSFERS

A. Vacancies/Transfers

If an employee is interested in a position open due to a leave of absence, the employee should contact their supervisor or Human Resources. The Administration will place the most qualified candidate.

LAYOFF

In the event the Board determines to reduce the number of employee positions (full layoff) or the number of hours (partial layoff) in any position, this procedure will apply under the authority of the Superintendent. The Superintendent will provide written notice to the employee who has been selected for layoff in accordance with the Ashwaubenon Educational Support Staff Employee Handbook.

The Superintendent will determine the individual employees to be laid off in accordance with the following guidelines:

1. Normal attrition resulting from employees retiring or resigning will be relied upon to the extent possible.
2. If the layoff cannot be achieved through normal attrition then temporary, seasonal, casual and probationary employees shall be laid off.
3. Volunteers will be considered next. In the event an employee does volunteer to be laid off, and the Superintendent approves such layoff in lieu of another employee being laid off, such volunteer will be accorded all rights under these provisions.
4. Selection by the Superintendent after consideration of the following factors (in no particular order or weighting) based upon the needs of the District: length of service in the District, length of service in education, certifications, performance of staff member, breadth of work experiences or qualifications, positive contributions to building and district level initiatives, input from direct supervisor and whether subject to a plan for improvement.
5. Laid off employees may request payment for unused vacation days earned prior to the layoff at the last rate of pay prior to the layoff.
6. Rights upon Layoff: In the event an employee is placed in layoff status in accordance with the above provisions, the following shall apply;
 - A. An employee on layoff may be recalled to a full-time or less than full-time position for which he/she is qualified for at the time of the recall.
 - B. Employees on layoff status shall retain recall rights for a period of thirty (30) days following the date in which the layoff occurred.
 - C. In the event the employee declines recall to an assignment for which he or she is qualified for at the time of the recall, shall have forfeited the right to recall and/or continuation of any and all layoff benefits.

WORKWEEK/WORKDAY

A. Workweek

The normal workweek for all employees shall be set by the Board.

B. Dress Code

The Board has exercised its authority to specify dress and grooming guidelines for staff.

When on duty, staff members are expected to dress in a manner that is professional and will distinguish staff from students, and is consistent with expectations described in Policy 3216.

C. Work Day

The typical and normal workday for all employees shall be at the discretion of the Board.

D. Meal Periods

All employees shall normally have an unpaid thirty (30) minute duty free lunch period scheduled by the District. One exception shall be the food service employee who will have to take their lunch period as necessary for smooth operation of the lunch area.

E. Rest Periods

All regular full-time employees may have up to (2) paid fifteen (15) minute rest breaks. Employees who work from four (4) to seven (7) hours per day shall have at least one (1) paid fifteen (15) minute break included in their workday. An employee must remain on premises during said break and may be called back.

F. Overtime

1. Overtime shall be defined as approved hours worked in excess of forty (40) hours per week.
2. If work of an overtime nature is required, only the school building principal, superintendent or designee shall authorize the overtime, except in an emergency that would damage district property.
3. The rate of overtime pay shall be one and one-half times the employee's regular hourly rate.
4. Compensatory (Comp) time shall be earned and used pursuant to the following; except for food service:
 - a. Comp time shall be credited for approved hours worked in excess of hours established as per job classification in Section upon request of the employee to his/her immediate supervisor and approval of the employee's supervisor. Such approval or non-approval decision shall not be subject to the grievance procedure.
 - b. Comp time shall be credited at the rate of 1 1/2 hours for each approved hour worked in excess of forty (40) hours per week.

- c. If approved, the employee shall complete and submit to his/her supervisor the district's "Comp Time Form" a copy of which shall be forwarded immediately by the employee to the District Office. Failure to comply with these procedures shall constitute a denial of comp time.
 - d. An employee may maintain a balance of unused comp time of up to thirty (30) hours during any one school year. After reaching said limit, any approved hours worked in excess of forty (40) hours per week shall be paid as overtime.
 - e. Use of comp time shall be within a reasonable period of its accrual and at such times as approved by the employee's supervisor. Use shall be recorded on the district's "Comp Time Form" a copy of which shall be forwarded IMMEDIATELY by the employee to the District Office.
 - f. No carryover of comp time from one school year to the next shall be permitted without District Office approval. Comp time accrued, but unused, shall be disposed of at the end of the school year pursuant to applicable law.
5. Custodial employees will receive a fifteen (15) cent per hour premium for regular shift working hours between 6:00 p.m. and 6:00 a.m.

G. Call In Pay

- 1. Any custodian called in to work after having completed a regular day's work shall be compensated according to the following pay schedule:
 - a. 6:00 p.m. to 5:59 a.m., holidays (24 hrs), and weekends, one (1) hour pay guaranteed at time and one half or actual work time spent on the call in (whichever is greater).
 - b. 6:00 a.m. to 5:59 p.m. one (1) hour pay guaranteed at time and one half or actual work time spent on the call in (whichever is greater).
- 2. Call in pay shall be the exclusive compensation for hours worked under Section VIII (F).

LICENSURE/CERTIFICATION

Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in

his or her personnel file. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. Employment with any person not legally authorized to work, shall be void. Employees shall maintain the licenses that are in effect upon hire.

EMPLOYEE HEALTH EXAMINATIONS

A. Physical Examination

1. All employees may be asked to submit to a physical examination when they are initially employed. The District may direct that said initial physical examination include testing for drugs. The cost of this pre-employment physical examination will be paid for by the school district if the employee receives the examination from the physician designated by the school district. If the employee wishes to choose any other physician by whom the exam will be given, the employee will pay the cost of the exam.
2. The school district reserves the right to require a physical exam before an employee returns to work following an illness, other leave, or at any time when the need for such an exam may be indicated.

The school district will pay the cost of the examination if the employee receives the examination from a physician who has been designated by the school district. If the employee wishes to choose any other physician by whom the examination will be given, the employee will pay the cost of the exam.

B. TB Test or X-Ray Examination

1. All employees must submit to a TB test or x-ray to determine that they are free of tuberculosis when they are initially employed.
2. The school district will pay the cost of the examination if the employee receives the examination from a physician who has been designated by the school district. If the employee wishes to choose any other physician by whom the examination will be given, the employee will pay the cost of the exam.

EMPLOYEE FILES

A. Access

1. An employee shall have the right upon request to review the contents of his/her personnel file and to receive copies at a cost not to exceed that charged to the public for any documents contained therein. Requests to review the contents must be made 24 hours in advance.

2. Access to employee files shall be subject to the provisions of W.S. 103.13. "Records Open to Employee."

B. Management of Files

1. The district shall protect the confidentiality of personal references and academic credentials.
2. No material derogatory to any employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review this material and attach a response.
3. No anonymous letters shall be placed in an employee's file.
4. An employee's job description will be made available upon the employee's written request.
5. The above shall not hinder development or use of payroll records, sick leave and such other related records necessary for operational purposes.

EMPLOYEE EVALUATIONS

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced staff for the purpose of improving employee productivity and effectiveness. To this end, the following procedure has been agreed to in an effort to accomplish the goals.

- A. Written evaluation of employees shall be conducted as determined by the administration. For non-probationary employees a written evaluation report shall be prepared at least every three years and shall be part of the employee's permanent personnel file.
- B. Employees shall be provided with a copy of the written evaluation report prepared by the evaluator. The employee shall have the right to submit a written response to the evaluation report and that response shall be attached to the copy placed in the personnel file. The employee shall acknowledge that he/she has read the evaluation report by affixing his/her signature and date to the file copy. Such signature only indicates that the employee has read the evaluation report and does not indicate agreement with the content of the report.
- C. The evaluation instrument(s) shall be drafted by the administration. The evaluation instrument(s) shall be evaluated as needed by the District.

EMPLOYEE SAFETY

A. Employee Personal Protection

1. Any employee who is threatened with or suffers bodily harm by an individual or a group while carrying out his/her assigned duties shall notify his/her administrative supervisor who shall then take steps to provide reasonable precaution for the employee's safety.

B. Protective Clothing or Devices

1. If an employee is required by the board or superintendent to wear protective clothing or any type of protective device, the board shall furnish these materials or items.
2. If it is required and furnished, the employee shall be required to wear such clothing or devices.

WORK SEVERANCE

A. Any employee who plans to resign will present a letter to the school district indicating his/her intent to terminate at least two (2) weeks prior to termination. Probationary employees who voluntarily quit without two (2) weeks notice shall lose all accrued vacation time.

1. All vacation, sick, and personal time off earned for the school year will be prorated based upon the date of the work severance. If an employee has used more vacation, sick or personal days than the employee earned, then the employee's last payroll check will be deducted by an amount equal to the overused day or days. All unused vacation days will be paid at the time of termination at the current rate of pay.
2. Should an employee resign and the employee has received payment which is greater than the actual work done, the employee's final check will be adjusted to indicate payment for actual work completed at the time of termination.

PAYROLL

All employees will be paid on an annual salary basis of 20 - 24 equal payments. Payments will be made on the 5th and 20th of each month. Employees are required to advise payroll in writing as to the scheduled number of payments by August 15. If notification is not received, the current payment schedule will continue.

Employees desiring to change their bank account shall notify the District as soon as possible. Employees should anticipate a two-week processing period for all bank account changes.

VACATION DAYS

<u>Length of Service</u>	<u>Year of Service</u>	<u>Vacation Earned</u>
12 month employees	1 st year	10.0 days
	2 nd year	11.0 days
	3 rd year	12.0 days
	4 th year	13.0 days
	5 th year	15.0 days
	8 th year	16.0 days
	10 th year	17.0 days
	13 th year	18.0 days
	15 th year	19.0 days
	18 th year	20.0 days
	20 th year	21.0 days
	25 th year	22.0 days
	30 th year	23.0 days

New employees hired on or after October 1st will assume the prorated vacation schedule below, and effective July 1 of the next fiscal year they will assume the first year vacation schedule. All others will begin on the first year of the schedule above.

Twelve (12) Month Contract

<u>Month of Start</u>	<u>Vacation</u>	<u>Month of Start</u>	<u>Vacation</u>
October	8.0	March	3.0
November	7.0	April	2.0
December	6.0	May	1.0
January	5.0	June	0
February	4.0		

All vacations must be approved by the immediate supervisor or designee. Vacation days may be taken at any time when students are not in attendance. An employee eligible for ten (10) or more days of vacation may take up to five (5) days when students are in attendance at the sole discretion of the employee. Additional days may be taken when students are in attendance if they are approved by the immediate supervisor.

Vacation days are non-accumulative and must be used during the fiscal year (July 1 – June 30) except in these instances:

1. Employees may use vacation days up to one month past the end of the fiscal year (July 31).
2. The District will automatically carry over no more than five (5) vacation days to the next fiscal year.
3. Employees can choose to be paid out for up to five (5) vacation days per year if unused.

The immediate supervisor or designee may limit the use of vacation leave to no more than one (1) employee at any one time when school is in session. At least one (1) custodian at the high school must be on duty from 8:00 a.m. - 4:00 p.m. during the winter and Spring Break on weekdays not defined as holidays.

Seniority will prevail in vacation assignments. In cases of equal seniority, assignments will be made in order of written requests. Employees are not eligible for vacation during the first thirty (30) days of employment. However, such service shall be recognized for vacation determination. Vacation days must be taken in minimum units of one-half (1/2) day and should be requested in writing at least five (5) days in advance.

PAID HOLIDAYS AND SERVICE DAYS

PAID HOLIDAYS:

12 Month Employees

July 4th
Labor Day
Thanksgiving
Christmas
New Year's Day
Good Friday
Memorial Day

9 Month Employees

Labor Day
Thanksgiving
Christmas
New Year's Day
Good Friday
Memorial Day

SERVICE DAYS:

9 and 12 Month Employees

Friday after Thanksgiving
Christmas Eve Day
New Year's Eve Day

To be eligible to receive holiday/service day pay, an employee **must be employed for thirty (30) calendar days** and work or be scheduled to work and **use a paid time off day** before the holiday/service day. If a day without pay is used the day prior to the holiday/service day, the holiday/service day will not be paid. If the holiday/service day falls on a Saturday, the preceding Friday will be the scheduled holiday/service day. If the holiday/service day falls on a Sunday, the following Monday will be the scheduled holiday/service day.

LEAVES OF ABSENCE

A. Sick Leave:

Employees will be granted ten (10) days sick leave per year for illness or non-occupational injury of the employee (such that the employee is

incapable of performing employee's regular duties) or for illness of the family which demands the presence of the employee. (Family is defined as spouse, children, parents, brother/sister, grandparents, mother-in-law/father-in-law, grandchildren, or a relative who is a member of the employee's household.) These days must be taken in minimum units of one-half (1/2) days.

A new employee who starts work prior to the 15th of the month will receive credit for a full day for sick leave purposes, and one-half day if work started after the 15th day of the month.

1. Sick leave accumulative for regular full-time and regular part-time employees shall be as follows:
 - a. 12 month employees - ten (10) days per year - cumulative to a total of 75 days.
 - b. 9 month employees - ten (10) days per year - cumulative to a total of 75 days.
2. In the event an employee becomes eligible for LTD, re-employment rights shall extend to eighteen (18) months from the date of eligibility and may be extended by mutual agreement of the employee and district as evidenced by the employee's physician's statement.
3. An employee returning to work after an absence due to illness or injury may be requested to present a statement from a physician indicating the nature of the illness which caused the absence, or may be required to submit to an examination by a physician designated by the school district and at the district's expense as a condition of returning to work.
4. In cases of absence due to illness or injury in excess of three (3) days, an employee may be required to submit to the personnel office a written letter accompanied with a physician's statement indicating the probable date of return.
5. When possible, employees will give thirty (30) days notice of pending extended sick leave (i.e., more than 3 days) and thirty (30) days notice of probable date of return.
6. An employee unable to report to work due to illness will use the sub-calling system, except for food service employees. Food Service employee must contact his/her immediate supervisor at least one (1) hour prior to the start of the work shift. Repeated failure to report absences before the start of the workday or tardiness may result in any disciplinary action.

7. Sick leave may not be used for illnesses occurring during scheduled vacations or holidays.

Newly hired employees shall be entitled to leaves in Section C. - Personal Days, Section D. - Emergency Sick Leave, and Section E. - Bereavement Leave on a pro-rated basis for their first year dependent on the date of hire during the fiscal year.

B. Sick Day Payout

When an employee leaves the District after working in the District for twenty (20) or more years and they have at least thirty (30) accumulated sick days in their bank, the employee will be paid out for their unused sick days at the rate of \$100 per day. The payout will be made into a TSA account. The daily rate will be prorated based upon the employees current FTE.

C. Personal Days

Personal days are for matters of a personal nature. All 9 month employees will receive **three (3) personal** days and 12 month employees will receive three (3) personal days per fiscal year from July 1 through June 30. Personal days will be subtracted from the employee's Sick Day account.

Whenever possible, the employee must request personal day use, in writing to their immediate supervisor at least three (3) days prior to the day of absence. A minimum of one-half (1/2) day will be required of each request.

Administration may limit the use of personal days to one (1) employee per classification per day per building. Denial of a request for a personal day shall not be subject to the grievance procedure.

Any staff who have unused personal days at the end of a school year, will have the opportunity to carryover those days into the next school year as of July 1. This will be an automatic rollover and notification from the employee is not necessary. It is the intention that this will provide flexibility to staff when planning for personal commitments. No more than **six (6)** accumulated personal days will be allowed in an employee's account at any time.

D. Emergency Leave

Emergency leave will be available to employees for a non-illness related absence that requires the employee to be away from work for one day (or half day). Emergency days are deducted from the employee's sick day bank.

Employees will have one (1) emergency day available each contract year. The employee may request a second emergency day. An emergency day reason must be entered into the absence system and approved by the Superintendent or it will be charged as a personal day or dock pay day. The emergency day, if available, may be used on a District snow day.

E. Bereavement Leave

Time off for funerals or bereavement should be handled on an individual basis with the supervisor. Staff will have three bereavement days each year. They will not carry over from year to year. The three days will not come out of their sick day bank. If a staff member uses more than the three days for bereavement during a school year period, it will come out of their sick bank. In the event of the death of a district employee, the supervisor shall determine the representation to attend the funeral.

F. Court Appearance/Legal Leave/Jury Duty

1. Employees required to be absent because of a subpoena, when such is received as a result of their school district employment and not the result of a subpoena which has been served on the employee as a result of his violation of the law and/or when named as a plaintiff or acting as a defendant in a civil court action, shall be given leave without loss of pay or deduction from sick or personal leave.
2. Any remuneration (pay) the employee would receive from such service will be signed over to the Ashwaubenon Board of Education in an amount equal to actual district pay (if court appearance pay exceeds district pay).
3. Each employee will be released to serve jury duty without loss of pay or other benefit. The employee will receive the employee's normal daily pay from the District for each day the employee is absent because of being on a jury panel or serving jury duty. The employee will turn over to the District the fee paid by the court to the employee for serving on a jury up to the value of the employee's normal daily wage. Meal and travel allowances provided by the court shall be retained by the employee.

G. Military Emergency Service

1. An employee who is required to be absent from his/her assignment because of a call-up for emergency military duty as a result of civil disorder or a natural disaster within the continental United States shall receive leave, without loss of pay or deduction from sick leave or personal business leave, not to exceed ten (10) normal work days.
2. Any remuneration (pay) the employee receives for his/her service in

the capacity of emergency military service for those ten (10) days will be signed over to the Ashwaubenon Board of Education in an amount equal to actual district pay (if military service pay exceeds district pay).

H. Leaves of Absence - Other

1. Should an employee desire a leave of absence which is not covered by the definitions of leave on the preceding pages of this agreement, it is the employee's responsibility to submit a letter to the school superintendent or his/her designee, indicating the nature of the leave, the first date of absence for the leave and the date of return from the leave. Superintendent or designee may approve the leave at their discretion.

A copy of the letter for request of the leave should be given to the employee's immediate administrative supervisor. Granting a leave under this provision shall not constitute a past practice nor shall denial be subject to the grievance procedure.

I Unauthorized Leave

Unauthorized leave may result in any disciplinary action.

J. Verification of Leaves

The superintendent or his/her designee may require a written statement or other verification as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the employee's claim for absence.

K. Snow or Other Emergency Day Leave Procedure

1. In the event that schools are closed because of snow or other emergency, only those employees who it has been determined to work, should report to work. Employee will either be expected to work, use a vacation day, personal day or compensatory time. If the employee's one (1) emergency day is available, they will be allowed to use the emergency day for a snow day. For further clarification and for those employees who do not report to work, please refer to the "Snow Day Procedures" document on the District's website.
2. In the event that the schools are closed because of snow or other emergency, the district reserves the right to schedule additional days to make up for lost days, pursuant to this section, on Saturday or after termination of the normal school year as set forth in the school calendar. Members are expected to work on additional days and will be paid at their hourly rate for time worked during additional days scheduled.

3. In the event of school closures or late starts due to snow or other emergencies, the respective supervisors will call in individual employees if necessary to complete work needed for school operations (e.g., clearing sidewalks or preparing lunch). Employees who are called in under this provision will receive their normal pay. Normal overtime rules will apply for employees working over 40 hours in a week.

EMPLOYEE BENEFITS AND FRINGES

Regular full-time employees are eligible for full benefits described in this section. Regular part-time employees are defined as employees who work less than a full-time status. Regular part-time employees who work 30 hours (80% FTE) or more are eligible for prorated health and dental insurance benefits. For all benefits other than health and dental insurance, regular part-time employees who work fifty percent (50%) or more of full-time status will be entitled to prorated fringe benefits. Regular part-time employees who work less than fifty percent (50%) of the full-time status will not be entitled to any benefits except as provided elsewhere in this handbook. The District may from time to time change the insurance carrier or self-funded health care benefits if it elects to do so. The District and employees will work together to maintain appropriate health and dental cost containment programs or measures.

A. Health and/or Dental Insurance

1. The Board will pay a portion of the health and dental insurance premium toward single coverage and family coverage for all full-time and regular part-time employees that work 30 hours or more, pursuant to the provisions above.

For full-time employees, the Board will pay 87.5% of the health insurance premium and 95% of the dental insurance premium (Board share). Employees will be responsible for the remaining premium via payroll deduction. The Board's share of the premium will be prorated for part-time employees hired after 01/01/1999. For example, for health insurance for an employee at 80% of full-time, the Board share will be 87.5% of 80% ($.875 \times .80 = .70$) for a total of 70% of insurance premium and the employee will be responsible for the remaining 30% via payroll deduction. Married staff members, where both are full time, may only be covered once under district insurance policies.

2. Employees not returning to the district at the end of the school year will have health and dental benefit premiums paid for the months of July and August in the same proportions paid during the previous year.

3. Upon termination of employment, the employee may continue in the health and/or dental program only through the month in which the employee terminated. The current carrier mandates this provision. Terminated employees may have the group health insurance coverage continued in force as a member of the group for up to eighteen (18) calendar months (under COBRA laws). The employee is obligated to pay the full premium for the health and/or dental insurance coverage. The premium must be paid on or before the first (1st) day of each month.

B. Group Term Life Insurance

1. Employees are covered by a group term life insurance policy paid for by the school district. The coverage for the employee is equal to "one and one half times salary" rounded to the next highest thousands of dollars (i.e., an employee making an annual salary of \$7,500 would have \$12,000 term life insurance coverage). The employee has the option of purchasing, through a payroll deduction, the same amount of additional Optional Life Insurance & Optional Accidental Death & Dismemberment.
2. Should an employee terminate his/her employment with the school district by resignation, or dismissal, coverage of this policy will cease with the termination of the employee.
3. The group life insurance remains in full force and effect as long as the employee remains active with the district. That is, they may retain Basic, Optional, and AD&D coverage.

However, upon retiring at age 57 or above, only the basic coverage is retained for the retiree with the premiums being paid by the district until such date of his/her demise.

Basic life insurance benefits reduce to 75% of the pre-retirement benefit upon attainment of age 65; further reduce to 50% of the pre-retirement benefit upon attainment of age 66, and to 25% of the pre-retirement benefit upon attainment of age 67.

C. Health, Dental and Term Life Insurance while on Extended Leave of Absence

In the event that an employee is placed on "extended leave of absence", the employee may have the health, dental, and term life insurance continued in force as a member of the group for up to eighteen (18) calendar months from the date of the start of "extended leave", if permitted by the carrier. The employee is obligated to pay the full premium for the health and/or dental and term life insurance coverage. This payment must be made to

the district payroll office on or before the first (1st) day of each month. The failure to remit the payment in a timely manner, will be understood as a desire on the part of the employee to discontinue the coverage. The payment of the premium is the entire responsibility of the employee, therefore no bills, invoices, or statements shall be sent to the employee by the school district.

D. Worker's Compensation Insurance

1. Employees injured during the course of employment and eligible for compensation are required to immediately report all accidents or injuries to their administrative supervisor or designee. Report forms may be obtained from the employee's principal or supervisor.
2. Failure on the part of the employee to report an injury within twenty-four (24) hours of its occurrence, may prejudice and defect a claim for compensation. Reports more than thirty (30) days beyond the date of injury will not be accepted.
3. The following options will be open to all employees who are affected by the Wisconsin Compensation Laws:
 - a. The employee may draw worker's compensation without drawing on sick leave.
 - b. The employee may draw sick leave and endorse the worker's compensation checks over to the school district.
 - c. After the employee exhausts sick leave, in item (b) above, the employee draws and keeps worker's compensation.
4. Whenever an employee is absent due to an illness or injury, and is subject to this clause, the employee's health, dental, life, and LTD insurance premiums will continue to be paid for a period of time not to exceed six (6) months as if the employee were working.

E. Long Term Disability Insurance

1. Employees are covered by long term disability insurance paid for by the school district. This benefit shall be provided to each employee who works 50% or more of their job classification's regular full-time hours.
2. Long-term disability insurance is insurance covering loss of wages incurred by an employee as a result of a disabling injury or illness as distinguished from an employment related injury being covered by worker's compensation explained in the preceding section.

3. A sixty (60) calendar day waiting period must be satisfied before compensation in the amount of ninety percent (90%) of his/her monthly gross salary will be paid. Payment will continue until one of the following is met:
 - the employee is no longer disabled
 - the employee is Medicare eligible
 - the employee retires at an earlier age
 - the employee resigns, or
 - another form of insurance takes over the payment for the employee (i.e., Medicaid).
4. In the event an employee does not have sufficient accumulated sick leave to cover the entire sixty (60) calendar day waiting period, the District will pay the health and/or dental insurance premium at the same percentage of active employees for the period between the time the employee exhausts accumulated sick leave to the commencement of LTD benefits, but not to exceed sixty (60) days.
5. When an employee reaches the sixty-first (61st) calendar day mark, but has accumulated sick days remaining, the employee becomes eligible for long term disability payments. Starting with the sixty-first (61st) day, the district will count, but not deduct from sick leave each remaining sick day accumulated.
6. When an employee is placed on long term disability and later returns to work, that employee shall be returned to the same job and step on the salary schedule as previously held before the start of the disability leave. Should the employee's physician determine that he/she cannot return to the same job, the employee shall be reassigned to another position in the job classification at no loss of pay for up to three (3) months from the date of return.

The employer has the right to obtain a second opinion at its own cost. The employee shall be allowed to return to the previously held job within that three (3) month time frame. Should the employee not be able to return to the previously held job within the three (3) month time frame, the reassigned job shall be the permanent job of the employee and at the rate of pay for that job, until the employee shall terminate employment or be reassigned to another job in the school district according to the bidding procedure or reassignment provisions of the master agreement.

7. The District shall continue payment of its contribution to the employee's health and/or dental insurance premium for up to twenty-seven (27) months of the employee's long term disability. Employee is responsible for the same employee share of premiums as an active employee.

F. Wisconsin Retirement System

The employer shall pay (50%) of the cost for the Wisconsin Retirement System, provided the employee qualifies for Wisconsin Retirement System benefits.

G. Health Care and Dependent Care Flexible Spending Account

The District will make available a Health Care and Dependent Care Flexible Spending Account (FSA) for pre-tax payment of premium contributing, unreimbursed medical expenses, and for dependent services to the extent allowable by law.

H. Employee Assistance Program (EAP)

The District will design and provide an Employee Assistance Program (EAP) at no cost to the employees as follows:

1. EAP not subject to the co-pay.
2. The health benefit plan shall not cover any inpatient or outpatient treatment for services provided by the EAP and which is not referred through the EAP first.

I. Short-term Disability Insurance

The District will payroll-deduct and make available short-term disability insurance paid 100% by the employee.

EARLY RETIREMENT

Employees covered by this handbook may be eligible to participate in the district's early retirement program as set forth herein. Employees that commence working for the District after July 1, 2011 will not be eligible for early retirement benefits.

A. Eligibility

Early retirement benefits shall be available to regular employees who resign from their duties and have reached age fifty-seven (57) on or before August 31st of the calendar year in which they retire and have been employed at least fifteen (15) years in the District.

B. Notice

Under normal circumstances, a letter of intent to retire shall be given to the Human Resources Coordinator and the immediate supervisor on or

before March 15th of the year prior to the anticipated retirement. In extenuating circumstances, the Board may grant retirements outside of the listed timelines.

C. Compensation

Each employee retiring pursuant to this Section will receive a TSA payment equal to one-half pay for their regular contracted hours according to their calendar, not including any overtime or additional hours. Such amount will be paid as a non-voluntary TSA payment within 90 days of the actual date of retirement. The employee must have an open valid account with an approved TSA vendor that offers a qualified non-voluntary TSA plan to receive this compensation.

The wage used to calculate this compensation will be the current hourly rate, if the retiree has worked at least half of their regular scheduled calendar at the current rate. If half of the retiree's calendar has not been worked, then the wage used to calculate compensation will be at the previous year's wage.

For example:

- #1 2,088 total hours/year divided by 2 = 1,044 hours x \$13.16 (hourly wage)
- #2 1,860 total hours/year divided by 2 = 930 hours x \$12.65 (hourly wage)
- #3 1,631 total hours/year divided by 2 = 815.5 x \$11.28 (hourly wage)
- #4 1,434 total hours/year divided by 2 = 717 hours x \$10.78 (hourly wage)
- #5 1,253 total hours/year divided by 2 = 626.5 x \$10.53 (hourly wage)

D. Insurance

Employees who voluntarily retire pursuant to this section shall be able to continue their group health and dental insurance until eligible for Medicare. The District will contribute a portion of the premium consistent with its contribution toward the single premium for active employees at the time of payment, prorated in accordance with the percentage of employment status at the time of retirement (the employee's FTE) for a maximum of eight (8) years. If the retired employee or covered spouse and/or dependent(s) becomes covered by another medical/dental plan, the coordination of benefits of the District plan apply.

If an employee retires before the end of the school year, then their insurance benefits will continue for one additional month. (Example: if an employee retires on March 5th, their benefit will be paid through April 30th.) If an employee works through the end of the school year, their insurance will be paid through August 31st.

If the retired employee elects greater than single coverage, the retired employee (or the retiree's dependents) will then pay one hundred (100) percent of the difference between the single and greater coverage premiums. Payment is to be made to the District on or before the first of each month. In the event of failure to make a payment, a thirty (30) day grace period shall commence. Should payment not be received during the grace period, coverage will be discontinued.

No bills, invoices, or statements shall be issued by the District, as the responsibility for payment rests with the retired employee and/or qualified beneficiary.

In the event of the death of a retired employee prior to being entitled to Medicare, the spouse and/or dependent shall be permitted to elect continuation coverage at their expense under the terms of this Section until the spouse would be entitled to Medicare, or the spouse and/or dependents are no longer "dependents" as specified in the Plan.

The provisions of the insurance programs will prevail if ever in conflict with the above.

E. Medicare Supplement

The district intends to offer a Medicare Supplement. The retired employee will then pay one hundred (100) percent of the insurance premiums. Payment is to be made to the school district on or before the first of each month. In the event of failure to make payments, a thirty (30) day grace period will commence. Should payment not be received during the grace period, coverage will be discontinued. No bills, invoices, or statements shall be issued by the District, as the responsibility for payment rests with the retired employee.

F. Unemployment Compensation

No participant in the program shall make claim against the district for unemployment compensation benefits. If such claim is made, the compensation due the participant under this program shall be reduced in an amount equal to the amount paid the participant from the district's unemployment compensation.

LONGEVITY PAY

Only employees hired prior to July 1, 2006 who have completed the years of consecutive service, as indicated below, with the Ashwaubenon School District shall receive an annual longevity pay in addition to their scheduled salary.

Longevity payments shall be incorporated into calculations and paid at the same time as the regular payroll. The annual longevity amount shall be as follows:

	<u>12th year</u>	<u>18th year</u>	<u>24th year</u>	<u>30th year</u>
9 month employees	\$370	\$405	\$445	\$490
10 month employees	380	415	455	500
11 month employees	390	425	465	510
12 month employees	400	435	475	520

Longevity payments shall commence at the beginning of the school year of service to the district and shall continue until termination of employment with the school district.

CONTINUING EDUCATION

As of July 1, 2006 all new employees will participate in the Continuing Education (CE) Program. The purpose of the CE Program is to provide an opportunity for employees to increase their level of performance proficiency within their job classification. The purpose of the CE Program is not to prepare or train an employee for another profession or career change.

Courses that would qualify for approval would include, but are not limited to, classes focusing on professional/interpersonal communication, working with differentiated student needs, interpersonal relations and classes that relate to the specific employment of the employee.

All CE programs or courses need to be attended outside of school hours. The employee will bear any costs related to these courses or programs. Advanced approval for training or classes should be obtained from the immediate supervisor, based upon relevance to the employee's current position. The employee will be responsible for completing the district's pre-approval form to receive approval prior to enrolling in the course/program.

After the approval form is completed, it is to be forwarded to the immediate supervisor. The immediate supervisor will either approve or deny the request and will return the form to the employee within 10 working days of receiving the request. If the request is denied by the immediate supervisor a written statement will be provided giving the reason for the denial.

As an appeal process the employee can prepare a written appeal to the superintendent. The written appeal must be received by the superintendent within 5 working days of the denial. It must include the employee's rational for why the denial should be overturned. The superintendent/or designee will then resolve the employee's request for continued education within 10 working days.

Advancement on the Continuing Education Schedule shall be directly related to the number of classroom hours and will not include travel time or time needed to prepare for the class. Only hours paid for by the employee and earned on their own time will be counted. Salary adjustments shall be made annually upon the employee providing evidence of satisfactory completion of the number of hours necessary to advance to the next step by October 1. Satisfactory evidence is defined as a grade slip or certification of course completion signed by the instructor or administrator of the course or school or program.

Employees hired prior to July 1, 2006 may choose either CE or Longevity. Once in the CE Program, they will not be allowed to switch back to longevity.

Employees receiving longevity pay in accordance with the longevity schedule have the option at any time to convert their longevity to credit hours on the Continuing Education Schedule at the rate of \$4.50 per credit hour. Thereafter, the employee would continue to receive an amount equivalent to the longevity pay as of the time of their transfer, but would progress thereafter in accordance with the Continuing Education Schedule.

(For example, a twelfth year, ten-month employee with a \$380 longevity payment could convert to 84 credit hours on the Continuing Education Schedule. They would, however, continue to receive their \$380.00 payment until such time as an additional 6 credit hours were earned to achieve the \$405.00 increment for 90 continuing education hours. Once converted to the Continuing Education Schedule, however, the balance of the longevity schedule would not apply.)

For employees working less than half time, the amount listed on the Continuing Education Schedule below will be pro-rated based upon an individual's full-time equivalency (FTE).

Continuing Education Schedule

<u>Steps</u>	<u>Classroom Hours</u>	<u>Annual pay for employees working 20 hrs or more per week</u>
1	30	\$ 135
2	60	270
3	90	405
4	120	540
5	150	675
6	180	810
7	210	945
8	240	1080
9	270	1215
10	300	1350

EMPLOYEE COMMUNICATION & TECHNOLOGY

A. Responsible Use of District Technology, the Internet, and the District's Network

Staff use of the District's Network will be governed by Policy 7540.04 – Staff Network and Internet Responsible Use and Safety and the related administrative guidelines.

B. Email

When available, the District's e-mail system must be used by employees for any official District e-mail communications.

Employees are required to keep their inbox and folders organized by regularly reviewing e-mail messages, appropriately saving e-mails that constitute a public record or student record and e-mails that are subject to a litigation hold, and purging all other e-mails that have been read.

The District complies with all Federal and State laws pertaining to electronic mail. Accordingly, e-mails written by or sent to District employees may be public records, or education records if their content includes personally identifiable information about a student. E-mails that are public records are subject to retention and disclosure, upon request, in accordance with Policy 8310 – Public Records.

The District retains the right to monitor or access any District e-mail accounts at any time. Users should not expect that their communications sent or received through the District e-mail system will remain confidential and personal.

Employees should be aware of the framework for the proper use of e-mail established in Policy 7540.06 – Electronic Mail and the District Administrator's established guidelines regarding e-mail.

C. Social Media

In accordance with Policy 1213 – Student Supervision and Welfare and Policy 3213 – Student Supervision and Welfare, staff members are discouraged from engaging students in social media and online networking media, such as Facebook, Twitter, MySpace, etc.

EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

A. Staff Discipline

The Ashwaubenon School Board, superintendent or his/her designee may not suspend, reprimand in writing, or discharge any employee except for arbitrary or capricious reasons. Staff discipline and required investigations regarding potential wrongdoings of a staff member shall be consistent with Policy 4139 – Staff Discipline

B. Grievance Procedure

The procedures detailed in Policy 4340 – Grievance Procedure shall be followed when a grievance has been filed that pertains to termination, discipline, and work place safety as defined in the policy.

C. Drug and Alcohol Use

Consistent with the Drug-Free Workplace Act, the Board prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any member of the District's administrative and/or professional staff at any time while on District property or while involved in any District-related activity or event. Any staff member who violates Policy 4122.01 – Drug-Free Workplace shall be subject to disciplinary action in accordance with Policy 4139 – Staff Discipline and the District Administrator's guidelines.

Any employee who feels that he or she needs assistance with drug or alcohol dependency is encouraged to contact Human Resources for information about the District's Employee Assistance Program (EAP). Employees receiving assistance in this regard are not exempted from compliance with the District's prohibition on the manufacture, possession, use, distribution, or dispensing of any controlled substance while on duty or on school premises or at any school sponsored activity.

Policy 4170.01 – Employee Assistance Program (EAP)

SAVINGS CLAUSE

If any section of this employment handbook or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal, the remainder of this agreement and its addendum shall not be affected thereby.

ASHWAUBENON SCHOOL DISTRICT

EMPLOYMENT HANDBOOK
for
EXEMPT STAFF MEMBERS

TABLE OF CONTENTS

	<u>Page No.</u>
ARTICLE I: RECOGNITION	1
ARTICLE II: NON-DISCRIMINATION	1
ARTICLE III: WORK DAY	1-2
Section A. Meal/Break Periods	1
Section B. Overtime/Compensatory	1-2
ARTICLE IV: EMPLOYEE HEALTH EXAMINATIONS	2
Section A. Physical Examination	2
Section B. TB Test and X-Ray Examination	3
ARTICLE V: EMPLOYEE FILES	3
Section A. Access	3
Section B. Management of Files	3
ARTICLE VI: EMPLOYEE EVALUATIONS	4
ARTICLE VII: LAYOFF	4
ARTICLE VIII: WORK SEVERANCE	4-5
ARTICLE IX: GRIEVANCE PROCEDURE	5
ARTICLE X: PAYROLL	5
ARTICLE XI: LONGEVITY PAY	5
ARTICLE XII: CONTINUING EDUCATION	5-6
ARTICLE XIII: LEAVES OF ABSENCE	6-10
Section A. Sick Leave	6
Section B. Sick Day Payout	7-8
Section C. Personal Days	8
Section D. Emergency Leave	8
Section E. Family Medical Leave Act	8-9
Section F. Bereavement Leave	9
Section G. Court Appearance/Legal Leave/Jury Duty	9
Section H. Military Emergency Leave	9-10
Section I. Leave of Absence - Other	10
Section J. Verification of Leaves	10
Section K. Snow or Other Emergency Day Procedure	10

	<u>Page No.</u>
ARTICLE XIV: HOLIDAYS AND SERVICE DAYS	10-11
ARTICLE XV: VACATION SCHEDULE	11-13
Section A. Vacation Days	11-12
Section B. Payout of Unused Vacation Days	13
ARTICLE XVI: COMPENSATION	13
ARTICLE XVII: CALENDAR	13
ARTICLE XVIII: EMPLOYEE BENEFITS AND FRINGES	14-20
Section A. Health Benefit Plan	14
Section B. Dental Insurance	14
Section C. Group Life Insurance	15
Section D. Health, Dental, and Term Life Insurance While On Extended Leave	15-16
Section E. Workers Compensation Insurance	16
Section F. Long Term Disability Insurance	16-17
Section G. Wisconsin Retirement System	17
Section H. Flexible Spending Account	17
Section I. Employee Assistance Program (EAP)	17
Section J. Early Retirement	18-19
Section K. Validity	20

ASHWAUBENON SCHOOL DISTRICT EXEMPT STAFF HANDBOOK

The following policies regarding wages, hours, and conditions of employment are established by the Ashwaubenon School Board (Board) in order to promote and preserve a productive working relationship between the exempt staff and the Ashwaubenon School District (District).

ARTICLE I: RECOGNITION

The Board identifies the exempt employees to be individuals assigned by the Administration and Board who are not part of or aligned with any other bargaining unit or unionized group.

ARTICLE II: NON-DISCRIMINATION

No person shall be discriminated against in seeking employment, in any conditions of employment, or any separations therefrom because of age, sex, race, handicap, color, creed, national origin, religion, sexual preference, and marital status.

ARTICLE III: WORK DAY

Please refer to your letter of hire and/or employee file since this may vary by individual.

A. Meal/Break Periods

Exempt employees will have an unpaid forty five (45) minute duty free lunch on Monday, Tuesday, Thursday, and Friday, and an unpaid sixty (60) minute duty free lunch period on Wednesday, and one paid fifteen (15) minute break during the morning and one paid fifteen (15) minute break during the afternoon, or other arrangement as approved by their supervisor.

B. Overtime/Compensatory

1. Overtime will be hours worked in excess of forty (40) hours per week. Overtime does not apply to salaried positions unless specific arrangements are made by your supervisor.
2. If work of an overtime nature is required, only the supervising administrator may authorize the overtime, except in an emergency.
3. The rate of overtime pay shall be one and one-half times the employee's regular hourly rate.

4. Compensatory (comp) time for exempt employees except salaried positions shall be earned and used pursuant to the following:
 - a. Comp time shall be credited for approved hours worked in excess of hours established for such employees upon request of the employee to their immediate supervisor.
 - b. Comp time shall be credited at the rate of 1-1/2 hours for each approved hour worked in excess of forty (40) hours per week.
 - c. If approved, the employee shall complete and submit to his/her supervisor the District's Comp Time Form, a copy of which shall be forwarded to the Human Resources Office within two weeks. Failure to comply with these procedures shall constitute a denial of comp time.
 - d. An employee may maintain a balance of unused comp time of up to thirty (30) hours during any one school year. After reaching said limit, any approved hours worked in excess of forty (40) hours per week shall be paid as overtime.
 - e. Use of comp time shall be within a reasonable period of its accrual and at such times as approved by the employee's supervisor.
 - f. No carryover of comp time from one school year to the next shall be permitted without approval. Comp time accrued, but unused, shall be disposed of at the end of the school year pursuant to applicable law.

ARTICLE IV: EMPLOYEE HEALTH EXAMINATIONS

A. Physical Examination

1. All exempt employees must submit to a physical examination when they are initially employed. The District may direct that said initial physical exam include testing for drugs. The cost of the pre-employment physical exam will be paid for by the District if the employee receives the exam from the physician designated by the District. If the employee wishes to choose any other physician by whom the exam will be given the employee will pay the cost of the exam.
2. The District reserves the right to require a physical exam before an employee returns to work following an illness, other leave, or at any time when the need for such an exam may be indicated. The District will pay the cost of the exam if the employee received the exam from a physician who has been designated by the District.

If the employee wishes to choose any other physician by whom the exam will be given, the employee will pay the cost of the exam.

B. TB Test and X-Ray Examination

1. All exempt employees must submit to a TB test or x-ray to determine that they are free of tuberculosis when they are initially employed.
2. The tests will be made by physicians or agencies so designated by the District and paid for by the District.

ARTICLE V: EMPLOYEE FILES

A. Access

1. An exempt employee shall have the right upon request to review the contents of his/her personnel file and to receive copies at a cost not to exceed that charged to the public for any documents contained therein. Requests should be made 24 hours in advance.
2. Access to employee files shall be subject to the provisions of W.S. 103.13, "Records Open to Employee."

B. Management of Files

1. The District shall protect the confidentiality of personal references and academic credentials.
2. No material derogatory to any employee's conduct, service, character, or personality shall be placed in their personnel file unless the employee has had an opportunity to review this material and attach a response.
3. No anonymous letter shall be placed in an employee's file.
4. If an employee indicates that any material in the personnel file is obsolete or inappropriate, a review of the documents will be made by the superintendent or designee, and if in fact they are determined to be obsolete or otherwise inappropriate to retain, they shall be destroyed.
5. An employee's job description will be made available upon the employee's written request.
6. The above shall not hinder development or use of payroll records, sick leave, and such other related records necessary for operational purposes.

ARTICLE VI: EMPLOYEE EVALUATIONS

It is the belief of the Ashwaubenon School District that it is imperative to continually strive for enhancement of productivity, heightened professionalism, and strong leadership for Exempt Staff. We value a method of assessing and evaluating the performance and professional growth of Exempt Staff in our district.

We support a set of general principles for the district and Exempt Staff that are essential for a successful evaluation procedure. These principles maintain that the Exempt Staff evaluation process be conducted in and with:

- an atmosphere of mutual trust
- honest and open communication
- a spirit of collaboration
- equitable and fair treatment
- acceptance of accountability
- development of common goals
- on-going professional training and growth opportunities

These principles foster a willingness for people to work together to reach common goals and instill a desire for Exempt Staff to continually assess their professional progress.

Exempt Staff members shall be evaluated at least once every three years

ARTICLE VII: LAYOFF

In the event the Board determines to reduce the number of employee positions (full layoff) or the number of hours in any position (partial layoff) for the forthcoming school year, the Board will provide written notice to the employee who has been selected for layoff for the forthcoming school year no later than May 15th of the current school year.

ARTICLE VIII: WORK SEVERANCE

Any employee who plans to resign will present a letter to the immediate supervisor indicating their intent to terminate employment at least two (2) weeks prior to termination.

1. If an employee has used more vacation days than the employee should have, then the employee's last payroll check will be reduced by an amount equal to the overused day or days of vacation. All unused vacation days will be paid at the time of termination at the current rate of pay.

2. Should an employee resign and the employee has received payment which is greater than the actual work done, the employee's final check will be adjusted to indicate payment for actual work completed at the time of termination.

ARTICLE IX: GRIEVANCE PROCEDURE

Please see Board Policy 3340 – Professional Grievance Procedure, for further information.

ARTICLE X: PAYROLL

All exempt personnel will be paid on an annual salary basis. All exempt employees will receive 24 payments. Payments will be made on the 5th and 20th of each month.

The District uses ACH (direct wire deposits) for payroll purposes. All employees must notify the payroll office at least two weeks in advance of the payroll date of any change to their designated bank or account.

ARTICLE XI: LONGEVITY PAY

All exempt employees who have completed the years of consecutive service, as indicated below, with the Ashwaubenon School District shall receive an annual pay in addition to their scheduled salary. Longevity payments shall be paid in one sum of money, on the first paycheck of the new school year (July 5th).

The annual longevity amount shall be as follows:

	<u>6th Year</u>	<u>12th Year</u>	<u>18th Year</u>	<u>24th Year</u>	<u>30th Year</u>
12 month employees	\$550.00	\$600.00	\$650.00	\$700.00	\$750.00

ARTICLE XII: CONTINUING EDUCATION

Starting July 1, 1999, credit for advancement on the following schedule may be earned by attending District-sponsored training programs, technical college courses, or other training programs that are job-related.

All of these programs or courses need to be attended outside of school hours. The employee will bear any costs related to these courses or programs. Advanced approval for training or classes should be obtained from the immediate supervisor, based upon relevance to the employee's current position. The District shall provide the appropriate form through the Human Resources Office.

Advancement on the schedule shall be directly related to the number of classroom hours and will not include travel time or time needed to prepare for the class. Only hours paid for by the employee and earned on their own time will be counted. Salary adjustments shall be made annually upon the employee providing evidence of satisfactory completion of the number of hours necessary to advance to the next step by October 1.

An employee may choose either Continuing Education or Longevity. Once in the Continuing Education (CE) program, they will not be allowed to switch back to longevity.

Employees receiving longevity pay in accordance with the longevity schedule have the option at any time to convert their longevity to credit hours on the Continuing Education Schedule at the rate of \$4.50 per credit hour. Thereafter, the employee would continue to receive an amount equivalent to the longevity pay as of the time of their transfer, but would progress thereafter in accordance with the Continuing Education Schedule. (For example, a twelfth year employee with a \$600.00 longevity payment could convert to 133 credit hours on the Continuing Education Schedule. They would, however, continue to receive their \$600.00 payment until such time as an additional 17 credit hours were earned to achieve the \$675.00 increment for 150 continuing education hours. Once converted to the Continuing Education Schedule, however, the balance of the longevity schedule would not apply.)

For employees working less than half time, the amount listed on the Continuing Education Schedule below will be pro-rated based upon an individual's full-time equivalency (FTE). Only upward adjustments will be made, (Example: increase in FTE), not downward adjustments (Example: decrease in FTE or change of classification).

Continuing Education Schedule

<u>Steps</u>	<u>Credit Hours</u>	<u>Increment for 20 hrs. or More Per Week</u>
1	30	\$ 135
2	60	270
3	90	405
4	120	540
5	150	675
6	180	810
7	210	945
8	240	1080
9	270	1215
10	300	1350

ARTICLE XIII: LEAVES OF ABSENCE

A. Sick Leave

1. Employees will be granted ten (10) days sick leave per year for illness or non-occupational injury of the employee (such that the employee is incapable of performing employee's regular duties) or for illness of the family which demands the presence of the employee. (Family is defined as spouse, children, parents, brother/sister, grandparents, mother-in-law/father-in-law, grandchildren, or a relative who is a member of the employee's household.) These days must be taken in minimum units of one-half (1/2) days.
2. Sick leave days may be accumulated for all exempt employees up to a maximum of **seventy-five (75)** days.
3. In the event a staff member becomes eligible for LTD, re-employment rights shall extend to eighteen (18) months from the date of eligibility and may be extended by mutual agreement of the school board and staff member.
4. An employee returning to work after an absence due to illness or injury may be requested to present a statement from a physician indicating the nature of the illness which caused the absence, or may be required to submit to an examination by a physician designated by the school District and at the District's expense as a condition of returning to work.
5. In cases of absence due to illness or injury in excess of three (3) days, an employee may be required to submit to the personnel office a written letter accompanied with a physician's statement indicating the probable date of return.
6. Sick leave may not be used for illnesses occurring during scheduled vacations or holidays.
7. An employee unable to report to work due to illness must contact his/her immediate supervisor or designee at least one (1) hour prior to the start of the work shift. Repeated failure to report absences before the start of the workday or tardiness may result in disciplinary action.
8. Medical appointments that occur in hourly increments can be turned in for sick pay when a half-day or full day is accumulated.

B. Sick Day Payout

When an employee leaves the District after working in the District for twenty (20) or more years and they have at least thirty (30) accumulated sick days in their bank, the employee will be paid out for their unused sick days at the rate

of \$100 per day. The payout will be made into a TSA account. The daily rate will be prorated based upon the employee's current FTE.

C. Personal Days

Exempt personnel will receive three (3) personal days per year from July 1 through June 30. Personal days are for matters of a personal nature and will be in addition to the regular sick days and are not cumulative. Whenever possible, the employee must request a personal day in writing to his or her immediate supervisor at least three (3) days prior to the day of the absence. The minimum amount of time that may be used for each occurrence will be one-half (1/2) day. Administration reserves the right to request in advance information needed to confirm the validity of the request. **No more than six (6) accumulated personal days will be allowed in an employee's account at any time.**

D. Emergency Leave

Emergency leave will be available to employees for a non-illness related absence that requires the employee to be away from work for one day (or half day). Emergency days are deducted from the employee's sick day bank.

Employees will have one (1) emergency day available each contract year. The employee may request a second emergency day. An emergency day reason must be entered into the absence system and approved by the Superintendent or it will be charged as a personal day or dock pay day. **The emergency day, if available, may be used on a District snow day.**

E. Family Medical Leave Act

To qualify for leave, an employee must:

1. be employed by the employer for at least 12 months,
2. have completed 1,000 hours of employment in the 12-month period prior to the time leave begins, and
3. be employed at a worksite with 50 or more employees within a 50-mile radius.

Family Medical Leave Act (FMLA): Eligible employees are entitled to take up to twelve weeks of leave for the birth, adoption, or foster care placement of a child; to care for a parent, child or spouse with a serious health condition; or care for the employee's own serious health condition.

Wisconsin Family Medical Leave Act (WFMLA): Eligible employees are entitled to:

1. six weeks of leave for the birth or adoption of a child;

2. two weeks leave to care for a parent, spouse or child with a serious health condition; and
3. two weeks leave for the employee's own serious health condition.

An employee must provide his or her employer with at least 30 days advance notice of the need for leave where it is foreseeable. Where the need for leave is unforeseeable, notice must be given to the Human Resources Office as soon as possible and practical, taking the facts and circumstances of the individual case into account.

F. Bereavement Leave

Time off for funerals or bereavement should be handled on an individual basis with the supervisor. Staff will have three bereavement days each year. They will not carry over from year to year. The three days will not come out of their sick day bank. If a staff member uses more than the three days for bereavement during a school year period, it will come out of their sick bank. In the event of the death of a district employee, the supervisor shall determine the representation to attend the funeral.

G. Court Appearance/Legal Leave/Jury Duty

1. Employees required to be absent because of a subpoena, when such is received as a result of their District employment and not the result of a subpoena which has been served on the employee as a result of his violation of the law and/or when names as a plaintiff or acting as a defendant in a civil court action, shall be given leave without loss of pay or deduction from sick or personal leave.
2. An employee required to be absent because of serving jury duty shall be given leave without loss of pay or deduction from sick or personal leave.
3. Any remuneration (pay) the employee would receive from such service will be signed over to the Ashwaubenon Board of Education in an amount equal to actual District pay (if court appearance pay exceeds District pay).

H. Military Emergency Service

1. An employee who is required to be absent from his/her assignment because of a call-up for emergency military duty as a result of civil disorder or a natural disaster within the continental United States shall receive leave, without loss of pay or deduction from sick leave or personal business leave, not to exceed ten (10) normal work days.
2. Any remuneration (pay) the employee receives for his/her service in the capacity of emergency military service for those ten (10) days will be signed

over to the Ashwaubenon Board of Education in an amount equal to actual District pay (if military service pay exceeds District pay).

I. Leave of Absence - Other

1. Should an employee desire a leave of absence which is not covered by the definitions of leave on the preceding pages, it is the employee's responsibility to submit a letter to the Human Resources Office indicating the nature of the leave, the first date of absence for the leave and the date of return from the leave. A copy of the letter for request of the leave should be given to the employee's immediate administrative supervisor.

J Verification of Leaves

1. The Human Resources Office may require a written statement or other verification as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the employee's claim for absence.

K. Snow or Other Emergency Day Leave Procedure

1. In the event that schools are closed because of snow or other emergency, the expectation is that exempt staff will be at work unless travel is or will be hazardous or unsafe.
2. In the event that the schools are closed because of snow or other emergency, the District reserves the right to schedule additional days to make up for lost days, pursuant to this section on Saturday.
3. Options of using a personal day, vacation day, or comp-time are available instead of reporting to work.

ARTICLE XIV: HOLIDAYS AND SERVICE DAYS

To be eligible to receive holiday/service day pay, an employee must be scheduled to work the day before the holiday. Hourly employees must be employed for thirty (30) calendar days and work or be scheduled to work and use a paid time off day before the holiday/service day. If a day without pay is used the day prior to the holiday/service day, the holiday/service day will not be paid. If the holiday/service day falls on a Saturday, the preceding Friday will be the scheduled holiday/service day. If the holiday/service day falls on a Sunday, the following Monday will be the scheduled holiday/service day.

The six (6) paid holidays are as follows: July 4, Labor Day, Thanksgiving Day, Christmas Day, New Years Day, and Memorial Day.

The seven (7) service days are as follows: Friday after Thanksgiving, Christmas Eve Day, Winter Break (the three (3) days between Christmas Day and New Year's Eve Day), New Year's Eve Day, and Good Friday. Please note, if any hourly employee is needed to work during Winter Break, he or she would receive one exchange hour for every hour worked. Regarding the Winter Break days (the three (3) days between Christmas Day & New Year's Eve Day), employees have the option of substituting any or all of these three (3) days for days off during Spring Break.

Should the calendar year as arranged for the instructional staff require that school be in session on a Holiday or Service Day, the employee has the option either not to work that day or to work that day and receive an alternate service day to be used at the employee's discretion. (e.g. January 2nd is a school day but also a service day. Here the employee can either not work that day or work that day and get an alternate Service Day to be used at his or her discretion.)

ARTICLE XV: VACATION SCHEDULE

A. Vacation Days

Vacation days must be approved ahead by the appropriate supervisor and must be taken in minimum units of one half days. For employees eligible for ten (10) or more days of vacation, five of the days will be granted at a time most desired by the employee, if possible.

Employees may hold over up to 10 unused vacation days for the following year. The superintendent must authorize holding over more than 10 unused vacation days to the following year.

Exempt personnel will receive vacation days as follows:

1. Desktop Support Specialist, Payroll Manager, and Associate Technical Director of PAC

<u>Year of Service</u>	<u>Vacation Earned</u>
1st year	10.0 days
2nd year	11.0 days
3rd year	12.0 days
4th year	13.0 days
5th year	15.0 days
8th year	16.0 days
10th year	17.0 days
13th year	18.0 days
15th year	19.0 days
18th year	20.0 days
20th year	21.0 days
25th year	22.0 days
30th year	23.0 days

New employees hired on or after October 1st will assume the prorated vacation scheduled listed below, and effective July 1st of the next fiscal year they will assume the first year vacation schedule listed above. All others will begin on the first year of the schedule above.

<u>Month of Hire</u>	<u>Vacation Earned</u>
October	8.0 days
November	7.0 days
December	6.0 days
January	5.0 days
February	4.0 days
March	3.0 days
April	2.0 days
May	1.0 days
June	0 days

2. Buildings and Grounds Coordinator, Child Nutrition Coordinator, Human Resources Coordinator, Information and Systems Coordinator, District Assessment and Information Coordinator, Pupil Services Program Coordinator, Assist Building and Grounds Coordinator, Executive Director of PAC, General Manager-Technical Director of PAC, and Secretary to Superintendent of Schools/Board of Education each receive twenty (20) days of vacation per school year.

New employees hired on or after October 1st will assume the prorated vacation schedule below.

<u>Month of Hire</u>	<u>Vacation Earned</u>
October	15.0 days
November	13.5 days
December	11.5 days
January	10.0 days
February	8.5 days
March	6.5 days
April	5.0 days
May	3.5 days
June	1.5 days

After ten (10) years of service, the above positions are eligible for one additional vacation day for every two completed years of service up to a maximum of twenty-five (25) days according to the following schedule:

<u>Year of Service</u>	<u>Vacation Earned</u>
After year 12	21 days
After year 14	22 days
After year 16	23 days
After year 18	24 days
After year 20	25 days

B. Payout of Unused Vacation Days

Employees can choose to be paid out for up to five (5) vacation days per year if unused.

To qualify for payout of unused vacation days at resignation or retirement, Exempt staff must give the district a twenty (20) day notice. If notice is given, the employee is granted a payout of unused vacation days. Vacation days earned in the final contract year will be pro-rated based on the resignation/retirement date. Payout of unused vacation days is limited to a maximum of twenty-five (25) days. [Example: Employee carries over ten (10) unused vacation days from the previous contract year. The employee earns twenty-five (25) days for the current contract year. The employee gives a twenty (20) day notice of his or her resignation or retirement, effective December 31st (i.e. half-way through the contract year). In this case, the payout of unused vacation days totals twenty-two and a half (22.5) days (ten (10) carryover days plus twelve and a half (12.5) days which is half of the days earned in the final contract year). This total does not exceed the maximum payout of twenty-five (25) days.]

ARTICLE XVI: COMPENSATION

It is the responsibility of the Superintendent, in consultation with other supervising administrators, to annually review wages, hours, and conditions of work for all exempt staff and to make recommendations to the School Board for appropriate adjustments where needed.

ARTICLE XVII: CALENDAR

The Human Resources Office shall be responsible for the individual calendars of all Exempt personnel.

Depending on the year, a full-time, Exempt staff salaried employee shall work a 255-day or 256-day calendar, a reduction of five (5) days from a maximum of 260 or 261 workdays in prior contracts. A full-time, Exempt staff hourly employee shall work a 260-day or 261-day calendar.

The Superintendent shall designate ten (10) Fridays during the summer as $\frac{1}{2}$ days with shortened office hours. The employee is paid for the full day. If taken as a Vacation or Sick or Personal Day, the time will be counted as $\frac{1}{2}$ of a Vacation, Sick or Personal Day.

ARTICLE XVIII: EMPLOYEE BENEFITS AND FRINGES

All full-time and regular part-time employees who work 30 hours (80% FTE) or more are eligible for prorated health and dental insurance benefits. For all benefits other than health and dental insurance, regular part-time employees who work fifty percent (50%) or more of full-time status will be entitled to prorated fringe benefits. Regular part-time employees who work less than fifty percent (50%) of the full-time status will not be entitled to any benefits except as provided elsewhere in this handbook. The District may from time to time change the insurance carrier or self-funded health care benefits if it elects to do so. Open enrollment for participation in the health, dental, and life insurance program is during the first thirty (30) days of employment. Subsequent enrollment will require a health statement. The District and exempt members will work together to maintain appropriate health and dental cost containment programs or measures.

A. Health Benefit Plan

Upon notice of eligibility, the employee will have 30 days to decide to participate in the group health program.

The Board will pay a portion of the health and dental insurance premium toward single coverage and family coverage for all full-time and regular part-time employees that work 30 hours or more, pursuant to the provisions above.

For full-time employees, the Board will pay 87.5% of the health insurance premium and 95% of the dental insurance premium (Board share). Employees will be responsible for the remaining premium via payroll deduction. The Board's share of the premium will be prorated for part-time employees hired after 01/01/1999. For example, for health insurance for an employee at 80% of full-time, the Board share will be 87.5% of 80% ($.875 \times .80 = .70$) for a total of 70% of insurance premium and the employee will be responsible for the remaining 30% via payroll deduction. Married staff members, where both are full time, may only be covered once under district insurance policies.

B. Dental Insurance

Exempt employees shall receive membership in a group dental program. The District shall pay the full premium for the coverage of exempt employees. The District will pay fifty percent (50%) of the prorated premium for part-time employees who are eligible for dental benefits. Upon notice of eligibility, the employee will have thirty (30) days to decide to participate in the program. Employees not returning to the District will have the premiums for the group plan paid by the District for the months of July and August in the same proportion as paid during the previous school year.

Upon termination of employment, the employee may have the group dental insurance coverage continued in force in accordance to the COBRA Policies or a conversion policy. The employee is obligated to pay the full premium for the health insurance coverage. The payments must be made to the District payroll office on or before the first day of each month. The payment of the premium is the entire responsibility of the employee, therefore no bills, invoices, or statements shall be sent to the employee by the District. Failure to remit payment for insurance premiums within the thirty (30) day grace period may result in termination.

C. Group Term Life Insurance

Exempt personnel are covered by a group term life insurance policy paid for by the District. The coverage for the employee is equal to one and one half times salary rounded to the next highest thousands of dollars (i.e., an employee making an annual salary of \$7,500 would have \$12,000 term life insurance coverage). The employee has the option of purchasing, through a payroll deduction, the same amount of additional Optional Life Insurance & Optional Accidental Death & Dismemberment.

Should an employee terminate his/her employment with the District by resignation, or dismissal, coverage of this policy will cease with the termination of the employee.

The group life insurance remains in full force and effect as long as the employee remains active with the District. However, upon attainment of age 70, the Basic Life & Basic Accidental Death & Dismemberment benefits reduce to twenty-five percent (25%) of the current benefit.

Upon retirement, only the basic life insurance is retained for the retiree with the premiums being paid by the District until such date of his/her demise.

Basic life insurance benefits reduce to seventy-five percent (75%) of the pre-retirement benefit upon attainment of age 65, further reduce to fifty percent (50%) of the pre-retirement benefit upon attainment of age 66, and to twenty-five (25%) of the pre-retirement benefit upon attainment of age 67.

D. Health, Dental, and Term Life Insurance while on Extended Leave

In the event that an employee is placed on "extended leave of absence", the employee may have the health, dental, and term life insurance continued in force as a member of the group for up to eighteen (18) calendar months from the date of the start of "extended leave" if permitted by the carrier. The employee is obligated to pay the full premium for the health, dental and term life insurance coverage.

This payment must be made to the District payroll office on or before the first day of each month. Failure to remit the payment in a timely manner will be understood as desire on the part of the employee to discontinue the coverage. The payment of the premium is the entire responsibility of the employee, therefore no bills, invoices, or statements shall be sent to the employee by the District.

E. Workers Compensation Insurance

Employees injured during the course of employment and eligible for compensation are required to immediately report all accidents or injuries to their administrative supervisor. Report forms may be obtained from the supervisor. Failure on the part of the employee to report an injury within twenty-four (24) hours of its occurrence may prejudice and defect a claim for compensation. Reports more than thirty (30) days beyond the date of injury will not be accepted.

The following options will be open to all employees who are affected by the Wisconsin Compensation Laws:

1. The employee may draw workmen's compensation without drawing on sick leave.
2. The employee may draw sick leave and endorse the workmen's compensation checks over to the District.
3. After the employee exhausts their sick leave, the employee may draw workmen's compensation.

F. Long Term Disability Insurance

1. Exempt employees are covered by long term disability insurance paid for by the District.
2. Long term disability insurance is insurance covering loss of wages incurred by an employee as a result of a disabling injury or illness as distinguished from an employment related injury being covered by workmen's compensation explained in the preceding section.
3. Protection will be in the amount of ninety percent (90%) of an employee's monthly gross salary and provides a sixty (60) calendar day waiting period, until the employee reaches age 65; retires at an earlier age, resigns, or other form of insurance takes over the payment for the employee (i.e. Medicaid).
4. In the event an employee does not have sufficient accumulated sick leave to

cover the entire sixty (60) day waiting period, the District will pay the health & dental insurance premium of the employee for the period between the time the employee exhausts accumulated sick leave to the commencement of LTD benefits, but not to exceed sixty (60) days.

5. When an employee reaches the sixty-first (61st) calendar day mark, but has accumulated sick days remaining, the employee becomes eligible for long term disability payments. Starting with the sixty-first day, the District will count, but not deduct from sick leave, each remaining sick day accumulated. Those sick days counted, but not deducted, starting from the sixty-first (61st) day of absence will be returned to the employee as accumulated sick days, when he/she returns to work.
6. When an employee is placed on long term disability and later returns to work within eighteen (18) months, that employee shall be returned to the same job as previously held before the start of the disability leave. Should the employee's physician determine that the employee cannot return to the same job, the employee shall be reassigned to another position if possible. The employer has a right to obtain a second opinion at their own cost.
7. The District shall continue payment of its contribution to the employee's health & dental insurance premium for up to eighteen (18) months of the employee's long term disability. Effective 07/01/00, this premium is waived for up to twenty-seven (27) months.

G. Wisconsin Retirement System

The employer shall pay (50%) of the cost for the Wisconsin Retirement System, provided the employee qualifies for Wisconsin Retirement System benefits.

H. Flexible Spending Account

The District will make available a Health Care and Dependent Care Flexible Spending Account (FSA) for pre-tax payment of premium contributions, unreimbursed medical expenses, and for dependent care services to the extent allowable by law.

I. Employee Assistance Program (EAP)

The District will design and provide an Employee Assistance Program (EAP) at no cost to the employees as follows:

1. EAP not subject to the co-pay.

J. Early Retirement

1. Exempt staff hired prior to December 1, 2008:

Early retirement benefits shall be available to exempt personnel age fifty-five (55) and older on or before August 31st of the calendar year in which they retire and who have been employed a minimum of twelve (12) years. Employees who plan to take early retirement must notify the District at least thirty (30) days in advance.

Employees shall receive a payout upon early retirement based upon the salary in effect at the time of retirement. It will be calculated for each employee's annual salary at the time of early retirement as follows:

The District will provide compensation at the rate of one-half (1/2) the exempt employee's final annual salary divided by three (3) years. This compensation will be paid into a qualified non voluntary TSA account.

Following termination of District-paid health insurance Medicare carve-out coverage (as permitted by the carrier), the exempt employee may continue participation in the group by paying the monthly premium one month in advance.

Employees who voluntarily retire pursuant to this article, will be eligible to remain in the group health and dental insurance until eligible for Medicare. Effective 07/01/00, the District will offer a Medicare carveout plan. The District shall continue payment of its contribution to the premium consistent to the applicable single and/or family rate. If covered by another medical/dental plan, the coordination of benefits of the District plan will apply.

In the event of the death of a retired employee prior to being eligible for Medicare, the spouse and/or dependents will be entitled to the survivor benefits of the insurance plan under the terms of this Article at their own cost until the spouse would be eligible for Medicare, (effective 07/01/00, this no longer applies) remarries or the spouse and/or dependents are no longer "dependents" as specified in the Plan, but in no case longer than eight (8) years from the retirement of the employee. Effective 07/01/00, the eight (8) year limit will be eliminated.

Upon involuntary loss of medical/dental coverage, including COBRA continuation provisions provided through the spouse's employer, the spouse may be covered under the District's medical and dental plan at their own cost, but in no case longer than eight (8) years from the retirement of the employee. Effective 07/01/00, the eight (8) year limit will be eliminated.

Employees who voluntarily retire after 12 years of service shall be eligible to purchase, at their own cost, “carve-out” health insurance coverage after they are eligible for Medicare provided the employer is participating in a health benefit plan at the time of eligibility. The employee may purchase either single or family coverage and such purchase must include the Part B portion of the coverage. This benefit shall be available only under the District’s carrier or through the District’s self-funded plan. The District shall not be separately responsible for providing benefits under this section if the carve-out benefits are not available through the District’s carrier or a self-funded plan.

The provisions of the insurance programs will prevail if ever in conflict with the above. No participant in the program shall make claim against the District for unemployment compensation benefits. If such claim is made the compensation due the participant under this program shall be reduced in an amount equal to the amount paid the participant from the District's unemployment compensation.

This early retirement provision shall be null and void and no longer in effect should any portion of this program be found to be illegal, invalid, or discriminatory, or not in compliance with federal, state, or administrative statutes, regulations, or rules by a court or other adjudicative body of competent jurisdiction. Persons already participating in the early retirement program will continue to receive the benefits described herein if permitted by law.

2. Exempt staff hired on or after December 1, 2008 and before July 1, 2022, shall not be entitled to receive any other retirement benefits under this section, including but not limited to: (a) any termination payment; (b) any post-employment health and dental benefits; and (c) any post employment life insurance benefits. In lieu of retirement, the Exempt employee will earn a payment equal to a percent of their annual salary. The percent shall equal the number of years of service to the District x 1.5 with a cap of 15% after ten (10) years of service. Ownership of this account will remain with the district until the Exempt employee has satisfied a ten (10) year vesting period. After the vesting period, ownership of the account will transfer to the employee via payment into a TSA account. To the extent that subsequent IRS code provisions or regulations would prevent the District from making pre-tax contributions, the District will pay any amount that cannot be contributed on a pre-tax basis directly to the employee.
3. Exempt staff hired on or after July 1, 2022 shall not be entitled to receive any other retirement benefits under this section, including but not limited to: (a) any termination payment; (b) any post-employment health and dental benefits; and (c) any post-employment life insurance benefits. In lieu of retirement, Exempt staff will receive a TSA equal to 1% of the employee’s

salary in the first year, increasing 1% each year up to 7% in the 7th year. The employee must stay 10 years to fully vest. Employees staying between 5-9 years receive 50% of accrued value.

K. Validity

If any aspect of the provision is found to be discriminatory or violative of the Federal Age Discrimination In Employment Act, the Wisconsin Fair Employment Act, or any other state or federal law by any court of competent jurisdiction or administrative agency, only the specific portion of the article found to be invalid will be null; and void and the parties will immediately bargain in a successor clause to replace the voided language.

ASHWAUBENON SCHOOL DISTRICT

**EMPLOYMENT HANDBOOK
for
LEADERSHIP STAFF MEMBERS**

Board Approved: 06/20/2011

Revised 06/10/2026

TABLE OF CONTENTS

	<u>Page</u>
Introduction	1
District Mission	2
I. Leadership Team	2
II. Leadership Team Characteristics	2
III. Role of the Board of Education	2
IV. Role of the Administrative Team	3
V. Administrative Contract Terms	4
VI. Contract Days/Administrative Pay Schedules	4-5
VII. Leaves of Absence	5-8
A. Absence Report	5
B. Sabbatical Leaves	5-6
C. Sick Leave	6
D. Sick Day Payout	7
E. Personal Days	7
F. Emergency Leave	7
G. Bereavement Leave	7
H. Court Appearance/Legal Leave/Jury Duty	8
I. Child Rearing (Maternity/Paternity and Adoption)	8
J. Other Leaves	8
VIII. Snow or Other Emergency Day Procedures	9
IX. Compensation Plan	9-10
A. Annual Salary Adjustment	9
B. Method of Compensation	9
C. Flexibility	10
D. New Administrative Positions	10
X. Administrative Benefits and Fringes	10-16
A. Health/Dental Insurance	10-11
B. Group Term Life Insurance	11-12
C. Health, Dental and Term Life Insurance While On Extended Leave of Absence	12
D. Workmen's Compensation Insurance	12
E. Long-Term Disability Insurance	13

	<u>Page</u>
F. Wisconsin Retirement System (WRS)	13
G. Administrative Emeritus Program	13-15
H. Independent Retirement Accounts/403(b) Accounts/Tax Shelter Annuities	15-16
I. Membership in Local Civic Organizations	16
J. Professional Dues	16
K. Professional Conferences/Travel	16
XI. Employee Health Examinations	16-17
A. Physical Examination	16-17
B. TB Test or X-Ray Examination	17
XII. Personnel Records	17-18
XII. Administrator Evaluations	18
XIV. Administrative Tuition Reimbursement	18-19
XV. Honorarium	19
XVI. Vacancies, Assignments, Transfers	19
XVII. Review Procedures for Administrators	19-20

APPENDICES

Appendix A-Individual Contract Terms	21-22
Appendix B-Wisconsin Statute 118.24	23-24

INTRODUCTION

The purpose of this handbook is to enable the administrative team and school board to function as a leadership team working towards the common goal of optimal student learning. The handbook provides clarity and understanding of the team relationship that fosters open and honest communication, mutual trust, and respect.

It is our belief that this cooperative and collaborative leadership team approach leads to:

- fair treatment of individuals
- stability and continuity
- positive work environment
- joy in work
- increased community participation in our schools
- strengthened support from the community
- board members and administrators strongly committed to district improvement and student success
- help achieve what seems unachievable
- increased pride in education
- students experiencing a joy in learning

DISTRICT MISSION

Developing lifelong learners, who positively contribute to their communities.

I. Leadership Team (Board of Education/Administrative Team)

It is essential that a shared responsibility be implemented between the Board of Education and the Administrative Team if we are to lead with a common sense of purpose. Board participation in vision development, direction setting, and support for staff will improve the commitment for effective implementation. The district efforts to transform instruction in the Ashwaubenon School District will only succeed through the development of a mutual base of support with the Board of Education and the Administrative Team or the Leadership Team.

II. Leadership Team Characteristics

The Leadership Team and its members should:

- have unity within the team
- operate with a common purpose
- communicate openly with each other
- value the diversity within the team
- be committed to continuous improvement
- be able to share in the development and engage in a positive educational vision for the district
- develop a user-friendly system for the district

III. Role of the Board of Education

The authority to establish and operate the public schools in Wisconsin flows from the Wisconsin State Constitution, Legislative Statutes, and the Department of Public Instruction to the locally elected Board of Education. The prime areas of responsibilities of the Board of Education are:

- to develop a philosophy of education which reflects the community's desired educational outcomes for each of its youth
- to help identify and create the environment to support the philosophy of education, and
- to establish appropriate board policies which direct and support the administration and staff in the process of attaining the program goals of the district and the efficient operation of the schools

IV. Role of the Administrative Team

The quality of the Ashwaubenon Public Schools is dependent upon the leadership provided by its administrative team. Though key learning transactions occur between teacher and child, the administrator sets the parameters for this learning environment. Administrators are directly involved in the selection, evaluation, training and retention of teaching and support personnel. Administrators set expectations for staff and students and influence the learning environment in the schools. They must lead from a sense of purpose and this purpose must be based upon a sound set of educational principles.

The local school is the key to educational improvement and the leadership of the school administration is crucial to the school's success with students. The administrators, as leaders in the school system, have great potential to refine and renew its educational program.

The Ashwaubenon Administrative Team will demonstrate the following characteristics in its effort to improve the district operation:

- the knowledge of the social context in which the school operates including the organization, political, and legal relationship between and among the school, the local community, and state and national agencies
- the ability for planning, budgeting, organizing, coordinating, stimulating, and evaluating school programs
- the vision and commitment to improving education including expertise in curriculum development and implementation which reveals a thorough understanding of children and youth
- the ability to motivate people to work together
- the knowledge and skill in utilizing both human and material resources, and in evaluating and improving one's own performance and that of staff
- the skill of utilizing effective techniques in decision-making, communication, authority and influence, conflict resolution, leadership, problem-solving, and the introduction of change

V. Administrative Contract Terms

Administrator contracts will be considered annually by January 31 of each year by the Board of Education. Individual administrators must indicate their intent to accept/reject their contract offer no later than March 31. (See sample contract offer form in Appendix A).

Contracts are offered to individual administrators in accordance with Wisconsin Statute 118.24 (See Appendix B).

VI. Contract Days/Administrative Pay Schedules

All Administrators will be under contract for a total of 247 days. The contract days will include 20 vacation days and the nine (9) holidays listed below.

1. A non-contract day is defined as a weekday that the administrator is not under contract to work. It is those days other than weekend days, contracted workdays, holidays, and vacation days. The administrator is not compensated for non-contract days. During a leap year, administrators receive one additional non-contract day.
2. Holidays –nine (9) are as follows: July 4, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day, Good Friday, and Memorial Day.
3. Each administrator can choose eight (8) closed office days each year. These eight (8) days are non-contract days and can be selected from the following:
 - Friday after Thanksgiving
 - Winter Break (Ashwaubenon School District Calendar)
 - Spring Break (Ashwaubenon School District Calendar)
 - Teacher Conference Exchange Days

Building administrators shall publish closed office days in building newsletters and calendars with as much notice as possible.

4. The Superintendent shall designate ten (10) Fridays during the summer as $\frac{1}{2}$ days with shortened office hours. These Fridays will each be counted as $\frac{1}{2}$ a contract day; likewise if taken as a vacation day they will be counted as a $\frac{1}{2}$ vacation day.
5. Vacation Days: All administrators are granted 20 vacation days per school year. After completion of six (6) years of service as an

administrator in the Ashwaubenon School District, the administrator shall be entitled to one (1) additional day of vacation per year. After each additional two (2) years of service, one (1) day of vacation will be added up to a maximum of 25 days per year. (Example: Year 7 = 21 days of vacation, Year 9 = 22 days of vacation, Year 11 = 23 days of vacation.)

One-half of earned vacation days may be carried over to the next year. The cap for carryover days is 50 days. Administrators with more than 50 days to carry over can cash out up to five (5) vacation days at year's end.

Payout of Vacation Days: To qualify for payout of unused vacation days at retirement or resignation, administrators must give the district a 30-day notice. If notice is given, the administrator is granted a payout of unused vacation days limited to the number of days earned in the final contract year (maximum 25). A maximum of 5 days can be paid via payroll and the remainder will be paid into a TSA. For mid-year retirement or resignation, vacation days earned in the final contract year will be prorated.

VII. Leaves of Absence

A. Absence Report

Administrators shall file an Absence Report when applying for leaves.

B. Sabbatical Leaves

The Ashwaubenon Board of Education supports the concept of sabbatical leaves for its administrators. Administrators interested in a sabbatical leave must submit a written proposal to the Superintendent. This proposal should illustrate and identify the following:

1. length of leave
2. proposal to cover vacancy
3. course work, program, research, or project requirements
4. rationale to support sabbatical
5. benefits to the district (value of sabbatical to district).
6. benefits to the individual (value to individual)
7. proposed sabbatical salary and benefit package
8. obligation of service offered to district upon return from sabbatical
9. any other information relevant to the situation.

A sabbatical leave proposal should be submitted to the Superintendent with sufficient time to allow for necessary budgeting, recruiting, and staffing needs. Sabbatical leave proposals should be submitted after the administrator and Superintendent agree on the proposed leave.

C. Sick Leave

1. Administrators will be granted ten (10) days sick leave per year for illness or non-occupational injury of the employee (such that the administrator is incapable of performing administrator's regular duties) or for illness of the family which demands the presence of the administrator. (Family is defined as spouse, children, parents, brother/sister, grandparents, mother-in-law/father-in-law, grandchildren, or a relative who is a member of the administrator's household.) These days must be taken in minimum units of one-half (1/2) days.
2. Unused sick days are cumulative to a maximum of seventy-five (75) days.
3. In the event that an administrator becomes eligible for long-term disability, re-employment rights shall extend to five years from the date of eligibility and may be extended by mutual agreement of the administrator and the Board.
4. In cases of prolonged illness or injury, an administrator may be required to submit to the personnel office a letter accompanied with a physician's statement indicating the probable date of return.
5. An administrator returning to work after an extended absence due to illness or injury may be requested by the Superintendent to present a statement from a physician granting clearance for the administrator to return to work. The statement should also include the nature of the illness/injury that caused the absence, as well as any restrictions pertaining to job assignment, duties, and/or work schedule.

The Superintendent may require the administrator submit to an examination by a physician designated by the school district and at the district's expense as a condition of returning to work.

D. Sick Day Payout

When an administrator leaves the District after working in the District for twenty (20) or more years and they have at least thirty (30) accumulated sick days in their bank, the administrator will be paid out for their unused sick days at the rate of \$100 per day. The payout will be made into a TSA account. The daily rate will be prorated based upon the administrator's current FTE.

E. Personal Days

Administrators will receive three (3) personal days per work year, which are not accumulative. These days are not deducted from accumulated sick leave. The administrator should communicate their request for personal time use to the Superintendent with as much advance notice as possible. The minimum amount of time that may be used for personal time will be one-half (1/2) day.

F. Emergency Leave

Emergency leave will be available to administrators for a non-illness related absence that requires the administrator to be away from work for one day (or half day). Emergency days are deducted from the Administrator's sick day bank.

Administrators will have one (1) emergency day available each contract year. The administrator may request a second emergency day. An emergency day reason must be entered into the absence system and approved by the Superintendent or it will be charged as a personal day or dock pay day.

G. Bereavement Leave

Time off for funerals or bereavement should be handled on an individual basis with the Superintendent. Administrators will have three bereavement days each year. They will not carry over from year to year. The three days will not come out of their sick day bank. If an Administrator uses more than the three days for bereavement during a school year period, it will come out of their sick day bank. In the event of the death of a district employee, the Superintendent shall determine the representation to attend the funeral.

H. Court Appearance/Legal Leave/Jury Duty

1. Administrators required to be absent because of a subpoena, or any other legal requirements, when such is in the line of public service shall be given leave without loss of pay or deduction from sick or personal leave.
2. Any remuneration (pay) the administrator receives from such court appearance or legal leave will be signed over to the Ashwaubenon School District.
3. Circumstances or situations that do not fit into the above will be considered on an individual basis by the Superintendent.

I. Child Rearing (Maternity/Paternity and Adoption)

1. In the event that a child is to be brought into the household of an administrator either because of the result of a pregnancy of an administrator or their spouse or because of the adoption of a child by an administrator, the Board will grant a leave of absence without pay, for up to the period of one calendar year per child, with additional leave determined by mutual agreement between the administrator and the Board. The administrator will indicate the length of time requested at the time of applying for the leave. Application for this leave must be made to the Board at least three months prior to the anticipated starting date of the leave.
2. Insurance - If the administrator wishes to maintain membership in the group medical and dental insurance plan during the term of child-rearing leave, the administrator will be responsible for the full payment of the premiums for that insurance. The payment of those premiums will be made to the school district business office on the first day of each calendar month during the term of the leave. It will be the responsibility of the administrator to remit payment. No payment notices, bills, or reminders of payment will be issued by the school district. Failure to remit payment for insurance premiums within the thirty (30) day grace period may result in termination.

J. Other Leaves

All other leaves will be considered by the Board on an individual basis.

VIII. Snow or Other Emergency Day Procedures

- A. In the event that the schools are closed because of snow or other emergency, it may be necessary for certain administrators to report to work to handle activities related to the school closing or reopening if this responsibility cannot be managed from home. The expectation is administrators will be at work unless travel is or will be hazardous or unsafe. Options of using a personal day or vacation day are available instead of reporting to work.
- B. In the event that schools are closed due to snow or other emergency, the district reserves the right to schedule additional days to make up the days lost on Saturdays or after termination of the normal school year as set forth in the school calendar.

IX. Compensation Plan

A. Annual Salary Adjustment

The Board shall annually review administrative salaries and make appropriate adjustments.

B. Method of Compensation

- 1. The optimal relationship of salaries within the Ashwaubenon School District integrates the following responsibility factors:
 - Superintendent of Schools
 - District Office Administrators & High School Principal
 - Elementary/Middle School Principals
 - Assistant Principals
- 2. years in current position,
 - modified by years of previous experience, including:
 - years of other administrative experience
 - years of teaching and other significant experience
- 3. years employed in Ashwaubenon School District,
 - modified by background, including:
 - number of degrees that are masters and higher
 - number of certifications
 - number of credit equivalents exceeding six for past five years

C. Flexibility

The district needs flexibility to:

determine the salary of new administrators;
determine or restrict additional pay for additional responsibilities;
determine or restrict negative salary adjustments;
use comparable data.

D. New Administrative Positions

In the case of a new administrative position, the following steps will apply:

1. The Superintendent will develop a job description for the new position with input from the administrative team.
2. The Superintendent will determine the salary within the appropriate range to be recommended to the Board of Education.

X. Administrative Benefits and Fringes

The only administrators eligible for participation in the school district employee benefit programs such as health, dental, life insurance, long term disability and other benefits are those administrators who are under regular full-time and regular part-time (eighteen and three-quarter hours per week or more on a prorated basis) employment, on extended leave of absence due to sickness, injury, sabbatical leave or early retirement. Leave privileges, insurance and other fringe benefits shall be at least equal to those provided for other professional employees subordinate to the above employee and shall be in accordance with the adopted salary plan for administrative positions.

Upon termination of employment, the administrator may avail himself or herself of whatever conversion provisions are extended by the school district or individual firms providing the benefits.

Upon retirement, an administrator may remain a member of the district benefit plan in accordance to the Emeritus Plan. (See Paragraph G).

A. Health/Dental Insurance

1. The district will pay 87.50% of the total cost of health insurance premiums. Regular part-time employees are defined as

employees who work less than a full-time status. Regular part-time employees who work 30 hours (80% FTE) or more are eligible for prorated health and dental insurance benefits. For all benefits other than health and dental insurance, regular part-time employees who work fifty percent (50%) or more of full-time status will be entitled to prorated fringe benefits. Regular part-time employees who work less than fifty percent (50%) of the full-time status will not be entitled to any benefits except as provided elsewhere in this handbook.

2. Upon termination of employment, the administrator may have group health insurance coverage continued in force as a member of the group in accordance to the COBRA provisions. The administrator is obligated to pay the premium at a rate of one hundred and two percent (102%). Effective 07/01/00, the rate will be one hundred percent (100%) of the premium. The group policy payment must be made to the business office on or before the first (1st) day of each month.

The remittance of the payment of the premium is the entire responsibility of the administrator, therefore, no bills, invoices, or statements shall be sent to the administrator by the school district.

3. Employees not returning to the district will have the premiums for the group plan paid by the district for the months of July and August in the same proportion as paid during the previous school year.

B. Group Term Life Insurance

1. Term life insurance will be provided for each administrator in the amount of \$100,000 at the district's expense. The cost of insurance above \$50,000 must be reported to the IRS as income. An additional \$100,000 term life insurance may be purchased by the administrator subject to the provisions of the carrier.
2. Should an administrator terminate their employment with the school district by resignation or dismissal, the premiums for the insurance will cease and it will become the responsibility of the administrator to convert the insurance if the administrator desires to do so. The responsibility of the school district to provide payment for the premiums ends with the termination of the administrator.

3. When an administrator retires at age 55 or above, the basic life insurance coverage will be retained for the retiree with the premiums paid by the district until their death.

C. Health, Dental and Term Life Insurance While on Extended Leave of Absence

1. In the event that an administrator is placed on "extended leave of absence", the administrator may have the insurance coverage continued in force as a member of the group during the term of the leave. The administrator is obligated to pay the full premium for the insurance coverage. This payment must be made to the business office on or before the first (1st) day of each month. The payment of the premium is the entire responsibility of the administrator, therefore, no bills, invoices or statements shall be sent to the administrator by the school district.

D. Workmen's Compensation Insurance

1. Administrators injured during the course of employment and eligible for compensation are required to report all accidents or injuries on appropriate report forms to the Human Resources Office as soon as possible.
2. Failure on the part of the administrator to report an injury within twenty-four (24) hours of its occurrence may prejudice and defect a claim for compensation. Reports more than thirty (30) days beyond the date of injury will not be accepted.
3. The following options will be open to all administrators who are affected by the Wisconsin Compensation Laws:
 - a. The administrator may draw workmen's compensation without drawing on sick leave.
 - b. The administrator may draw sick leave and endorse the workmen's compensation checks over to the school district.
 - c. After the administrator exhausts sick leave in item (b) above, the administrator may draw and keep workmen's compensation.

E. Long Term Disability Insurance

1. Long-term disability insurance is insurance covering loss of wages incurred by an administrator as a result of a disabling injury or illness as distinguished from an employment related injury being covered by Workmen's Compensation.

Administrators are covered by long term disability insurance paid for by the administrator through payroll deductions. An amount equivalent to the cost of the LTD premiums will be deposited annually by the district in each administrator's IRA or 403(b) account.

2. Protection will be in the amount of ninety percent (90%) of the administrator's monthly gross salary (to a maximum salary as defined by policy) and provides a sixty (60) day waiting period, until the administrator reaches age 65, retires at an earlier age, resigns, or other form of insurance takes over the payment for the administrator (i.e., Medicaid). Medical premium waivers are in effect for up to eighteen (18) months while on LTD. A premium waiver is in effect for up to eighteen (18) months while on LTD. Effective 07/01/00, this premium is waived for up to twenty-seven (27) months.

F. Wisconsin Retirement System (WRS)

1. Administrative staff are members of WRS upon employment in the district. The Board of Education shall contribute fifty percent (50%) of the cost for the WRS benefits.
2. If a person terminates their service with the Ashwaubenon School District, the administrator has a number of options available through WRS. It is recommended that administrators anticipating termination work closely with WRS in Madison to tailor a program within existing WRS rules to best meet their needs.

G. Administrative Emeritus Program

Administrators wishing to access the Administrative Emeritus Program (AEP) must have a minimum of seven (7) complete years of administrative service in the Ashwaubenon School District (ASD) and be at least 55 years old.

For each year of administrative service in the Ashwaubenon School District, the participant will earn one (1) year toward the emeritus

program. For each year of teaching service in the District, the participant will earn one half-year credit toward the emeritus program.

Two administrators per year will be able to qualify for the emeritus program. In the event that more than two administrators apply for the program in the same year, administrative seniority will determine who will be allowed to participate in the emeritus program that year.

Qualified administrators will be entitled to receive the following benefits as listed below:

1. Administrators 55 years or older and under administrative contract before July 1, 2003.
 - a. 100% of last year's annual salary paid out over five (5) years to a qualified non voluntary TSA.
 - b. Health and dental insurance premiums will be provided for the retiree for ten (10) years. The District shall continue payment of its contribution to the premium consistent to the applicable single and/or family rate paid for active employees at the time of retirement.
 - (i) insurance plan will be equal to that of administrators under contract with the Ashwaubenon School District during the year in which the benefit is received
 - (ii) coverage (single/family) will be that which the administrator carried at retirement
 - c. Life insurance indefinitely, subject to the rules of the carrier.
2. Administrators hired on or after July 1, 2003 through June 30, 2005:
 - a. 50% of last year's annual salary paid out over five (5) years to a qualified non voluntary TSA.
 - b. Health and dental insurance premiums will be provided for the retiree for ten (10) years. The District shall continue payment of its contribution to the premium consistent to the applicable single and/or family rate paid for active employees at the time of retirement.
 - (i) insurance plan will be equal to that of administrators under contract with the Ashwaubenon School District during the year in which the benefit is received
 - (ii) coverage (single/family) will be that which the administrator carried at retirement
 - c. Life insurance indefinitely, subject to the rules of the carrier.

3. Administrators hired on or after July 1, 2005, through June 30, 2022, shall not be entitled to receive any other retirement benefits under this section, including but not limited to: (a) any termination payment; (b) any post-employment health benefits; and (c) any post-employment life insurance benefits. Such Administrators will receive a TSA equal to a percent of their annual salary. The percent shall equal the number of years of service to the District x 1.5 with a cap of 15% after ten (10) years of service. To the extent that subsequent Internal Revenue Code provisions or regulations would prevent the District from making pre-tax contributions, the District will pay any amount that cannot be contributed on a pre-tax basis to a TSA directly to such employee(s).
4. Administrators hired on or after July 1, 2022 shall not be entitled to receive any other retirement benefits under this section, including but not limited to: (a) any termination payment; (b) any post-employment health benefits; and (c) any post-employment life insurance benefits. Such Administrators will receive a TSA equal to a 1% of the employee's salary in the first year, increasing 1% each year up to 7% in the 7th year. This employee must stay 10 years to fully vest. Employees staying between 5-9 years receive 50% of accrued value. This plan is effective for new administrators beginning July 1, 2022.
5. To qualify for the emeritus program, administrators must notify the District of their intent to retire prior to February 15th, with employment ending June 30th of that same year. If the notice is not given or if the administrator retires mid-year, the retiree will pay the percent premium share for their health insurance equal to what they paid during the last year of employment. The Board will waive this requirement only under circumstances such as a serious health condition or personal tragedy.

H. Independent Retirement Accounts/403(b) Accounts/Tax Shelter Annuities

Tax shelter annuities are offered and maintained for the following reasons:

1. As part of the administrator's compensation agreement upon hiring.

2. As part of the administrator's compensation annual settlement agreement (consideration in lieu of salary for a given year).
3. To offset LTD premiums.
4. To offset life insurance costs.
5. As part of compensation to offset a loss of an administrative benefit.
6. A minimum of \$250 annually to an administrator's 403(b) account.

Administrative TSA's currently are made up of the above factors. At a minimum, the TSA for each individual will be maintained at its current financial level as past compensation consideration during the settlement of an administrative contract. The Board may increase TSA levels accordingly using the above factors.

I. Membership in Local Civic Organizations

The Superintendent may designate an administrator to participate with the membership paid by the school district.

J. Professional Dues

The Superintendent is authorized to approve membership dues for administrators in professional organizations in which educational benefits will accrue to both the administrator and the school district.

K. Professional Conferences/Travel

All professional conferences should be communicated to the Superintendent. Administrators shall receive mileage reimbursement according to the Board Policy for authorized travel in the course of their regular assignment. Reasonable and appropriate expenses will be paid by the district subject to reimbursement guidelines and budgetary allowances.

XI. Employee Health Examinations

A. Physical Examination

1. Administrative personnel must submit evidence of a physical examination when they are initially employed. The cost of this pre-employment physical examination will be paid for by the school district if the administrator receives the examination from the physician designated by the school district. If the

administrator wishes to choose any other physician by whom the examination will be given, the administrator will pay the cost of the examination.

2. The school district may require a physical examination as a condition of returning to work following an illness, other leave, or at any time when the need for such an examination may be indicated. The administrator may be required to submit to an examination by a physician designated by the school district at the district's expense.
3. The district will pay for a portion of the costs of annual physical examinations for administrative staff. Administrators will be expected to file for insurance company payment of all covered costs and then submit the balance to the business office for payment (not to exceed \$100).

B. TB Test or X-Ray Examination

1. Administrative personnel must submit to a TB test or x-ray to determine that they are free from tuberculosis when they are initially employed.
2. The tests will be made by the physicians or agencies so designated by the school district and paid for by the school district.

XII. Personnel Records

A. Personnel Records

1. A personnel folder shall be maintained for each administrator and shall contain pertinent data concerning the administrator and evaluation reports. Files shall be located in the Superintendent's office.
2. Individual personnel records are considered as confidential documents and shall be subject to examination by the administrator with prior notice to the Superintendent. No other than the administrator and Superintendent of Schools may have access to the folder of an administrator without the administrator's written permission or a court order or comparable legal authorization.

3. The Board of Education shall have access to evaluative data for each individual administrator.
4. Where this policy conflicts with state or federal law, state or federal law shall govern.

XIII. Administrator Evaluations

It is the belief of the Ashwaubenon School District that it is imperative to continually strive for enhancement of productivity, heightened professionalism, and strong leadership for administrators. We value a method of assessing and evaluating the performance and professional growth of administrators in our district.

We support a set of general principles for the district and administrators that are essential for a successful evaluation procedure. These principles maintain that the administrative evaluation process be conducted in and with:

- an atmosphere of mutual trust
- honest and open communication
- a spirit of collaboration
- equitable and fair treatment
- acceptance of accountability
- development of common goals
- on-going professional training and growth opportunities
- positive support from the school board for administrative growth and development

These principles foster a willingness for people to work together to reach common goals and instill a desire for administrators to continually assess their professional progress.

We believe the ultimate benefit of a meaningful administrative evaluation process focused on life-long professional growth is a progress and successful educational system in our community.

XIV. Administrative Tuition Reimbursement

The Ashwaubenon School District will reimburse administrative staff for college credits that are part of the employee's professional development plan and will benefit the administrator in his/her current position and the Ashwaubenon Learning Community.

Requests for reimbursement shall be made to the Superintendent of Schools prior to enrolling in the course and will include a

program/course description, an overview of how the course meets the above criteria, and if the coursework is being taken for the purposes of:

- Obtaining an advanced degree
- Obtaining an additional administrative license
- Solely to renew a current license.

If an administrator accepts a position with another district, they will reimburse the Ashwaubenon School District tuition paid within the past two (2) years.

Payment will not be required:

- For coursework that was taken solely to renew their current license,
- If the employee is leaving for a comparable position that they had applied for but had not been offered within the Ashwaubenon School District.

XV. Honorarium

Any administrator receiving an honorarium for professional services must utilize vacation or non-contract days for such services. The Superintendent may waive this requirement if the amount received is incidental to the time required or services provided.

XVI. Vacancies, Assignments, Transfers

The Superintendent, using a collaborative process when appropriate, shall be responsible for filling administrative vacancies. The Superintendent may transfer administrators within their certification(s) to fill administrative vacancies. The Superintendent, following consultation with affected administrators, shall recommend to the board such assignments and transfers in the best interest of the Ashwaubenon School District. In the event that administrative transfer does not fill the vacancy or new position, all applications, including those from within the Ashwaubenon School District, will be given equal consideration for such vacancies.

XVII. Review Procedures for Administrators

It is expected that an administrator and their supervisor openly discuss all issues of concern. The Board encourages and supports open communication and expects administrators to resolve conflicts at the appropriate level. This includes good faith attempts at resolving issues and, where appropriate, utilization of a conflict resolution process.

Following unsuccessful attempts at resolving a conflict, either party is entitled to submit the issue or decision to the Superintendent within a timely manner. Conflicts that are not resolved at the Superintendent level may be brought to the board level for review. All appropriate parties will be involved in the review process.

Any documentation that is intended to become part of the administrator's personnel file must be reviewed with the administrator, and a copy of the documentation given to the administrator. The administrator may request a conflict resolution or review process within 20 workdays of receipt of the documentation. Appropriate documentation may become part of the administrator's personnel file upon completion of the conflict resolution/review process. The administrator has a right to attach a response to any documentation placed in their file.

Appendix A
INDIVIDUAL CONTRACT TERMS



ASHWAUBENON SCHOOL DISTRICT
ADMINISTRATIVE CONTRACT

IT IS HEREBY AGREED by and between the Board of Education of the Ashwaubenon School District and _____, that the Board agrees to employ the above named individual as the _____ at _____ for the **YEAR 1** and **YEAR 2** school years.

The salary for this position will be \$ _____ for the **YEAR 1** school year, and will follow the board approved administrative salary formula as so determined for the YEAR 2 school year, plus the administrative fringe benefit package. This salary is based upon completion of a full year term.

On February 1st of each year the Administrator is under contract, if the Administrator has a contract ending June 30th of the next calendar year, and if the Board has not given notice not to extend the current contract for another year, the current contract shall be extended for another year beginning July 1st of the next calendar year.

The above named individual hereby agrees that this contract is made and will remain subject to the provisions of Sections 118.24 and other applicable provisions of Title XIV of the Wisconsin Statutes, as revised, and to the rules, regulations and policies of the Board including those delineated in the current Leadership Handbook, and those contractual agreements (Sections VI through XVII) in the most recent handbook as of the signing of this contract. Further he/she agrees to abide by and comply with the same as well as furnish throughout the life of this contract a valid and appropriate certification for the assigned position.

The above named individual hereby accepts the foregoing employment and agrees to perform the duties prescribed as assigned in accordance with the applicable laws and the existing rules and regulations of the Board.

Leave privileges, insurance and other fringe benefits shall be in accord with the adopted salary plan for administrative positions.

The above named individual may not be discharged during the term of his/her contract except for inefficiency, immorality, persistent and willful violation of reasonable regulations of the Board or for other good cause.

It is understood and accepted by the parties to this contract that said contract may be terminated by mutual consent at any time in compliance with the laws of the State of Wisconsin.

By accepting this contract, administrator is also acknowledging access to and review of the Leadership Handbook.

SCHOOL BOARD OF THE ASHWAUBENON SCHOOL DISTRICT

President _____ Date _____

Clerk _____ Date _____

ADMINISTRATOR

Signature _____ Date _____

Appendix B

WISCONSIN STATUTE 118.24

118.24 School district administrator

- (1) A school board may employ a school district administrator, a business manager and school principals and assistants to such persons. The term of each employment contract may not exceed 2 years. A contract for a term of 2 years may provide for one or more extensions of one year each.
- (2)(a) Under the direction of the employing school board, the school district administrator shall have general supervision and management of the professional work of the schools and the promotion of pupils.
 - (b) The school district administrator shall not be a member of the school board and shall not engage in any pursuit which interferes with the proper discharge of the duties.
 - (c) The school district administrator shall make written recommendations to the school board on teachers, courses of study, discipline and such other matters as the administrator thinks advisable and shall perform such other duties as the school board requires.
 - (d) The school district administrator may act as principal or teacher in any school under the administrator's supervision.
 - (f) The school district administrator shall ensure that the administrative and pupil service staff in the district cooperate with the county department under s. [51.42](#) in the dissemination of information regarding the availability of alcohol and drug abuse services and to jointly establish procedures for the referral to appropriate agencies of students experiencing problems resulting from the use of alcohol or other drugs.
- (3) The principal shall perform such administrative and instructional leadership responsibilities as are assigned by the district administrator under the rules and regulations of the school board.
- (4) A business administrator shall perform such fiscal and business management and other administrative duties as are assigned by the district administrator subject to the rules, regulations and approval of the school board.
- (5) School principals and business administrators, and assistants thereto, may, upon authorization from the school board or district administrator, attend conventions for the purpose of promoting and stimulating their professional growth and for improving the schools of the district and the state. For such approved attendance they may be reimbursed for actual and necessary expenses incurred for travel, board, lodging and attendance at such conventions upon proper filing of proof of attendance and of such necessary expenditures.
- (6) The employment contract of any person described under sub. (1) shall be in writing and filed with the school district clerk. At least 4 months prior to the expiration of the employment contract, the employing school board shall give notice in writing of either renewal of the contract or of refusal to renew such person's contract. If no such notice is given, the contract then in force shall continue in force for 2 years. Any such person who receives notice of renewal or who does not receive notice of renewal or refusal to renew the person's contract at least 4 months before the contract expiration shall accept or reject the contract in writing on or before a date 3 months prior to the contract expiration. No such person may be employed or dismissed except by a majority vote of the full membership of the school board. Nothing in this section prevents the modification or termination of an employment contract by mutual agreement of the parties. No school board may enter into a contract of employment with any such person for a period of time as to which such person is then under a contract of employment with another school board.
- (7) Prior to giving notice of refusal to renew the contract of any person described under sub. (1), the employing board shall give such person preliminary notice in writing by registered mail at least 5 months prior to the expiration of such contract that the board is considering nonrenewal of the contract, and that if such person files a written request with the board within 7 days after receiving such notice, the person has the right to a hearing before the board prior to being given written notice of refusal to renew the contract. The written request for a hearing shall include a statement requesting either a private hearing or a public hearing before the board. Section [118.22](#) does not apply to such a proceeding. If a hearing concerning nonrenewal of the contract is requested, the reasons upon which the board is considering nonrenewal may also be requested and the board shall furnish such reasons before the hearing in writing.
- (8) Personnel administrators and supervisors, curriculum administrators and assistants to such administrative personnel, when employed by the school board of any school district to perform administrative duties only, may be employed for a term that does not exceed 2 years. A contract for a term of 2 years may provide for one or more extensions of one year each. Subsections (5) to (7) are applicable to such persons when they are employed to perform administrative duties only.
- (9) Nothing in this section shall be construed:
 - (a) To prohibit the school board of any district from hiring part-time administrative personnel; or
 - (b) To prohibit the employment relations commission from making a determination that persons hired as part-time administrative personnel shall be included in the collective bargaining unit of persons hired as teachers and shall be covered by the terms of a collective bargaining agreement which exists pursuant to s. [111.70](#).
- (10) No principal or assistant principal may be granted tenure or permanent employment.

History: 1975 c. 379, 421; 1979 c. 331; 1983 a. 317; 1985 a. 176; 1993 a. 16; 1995 a. 27, 50; 2009 a. 215.

The school board and district under sub. (3) can require a principal to perform administrative responsibilities as long as their performance does not modify the terms of an employment contract. *Kabes v. School District of River Falls*, 2004 WI App 55, 270 Wis. 2d 502, 677 N.W.2d 667, 03-0522.

Due process does not require that an outside decisionmaker conduct the hearing provided for under sub. (7). *Beischel v. Stone Bank School District*, 362 F.3d 430 (2004).

The statutes do not support the existence of a school principal's property interest in performing specific duties. *Ulichny v. Merton Community School District*, 93 F. Supp. 2d 1011 (2000).

Affirmed. 249 F.3d 686 (2001).